



Bend Park & Recreation District

June 2, 2026

Board of Directors Agenda and Reports

www.bendparksandrec.org



play for life



Our Vision

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

Our Mission

To strengthen community vitality and foster healthy, enriched lifestyles 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 | (541) 389-7275



Board of Directors

June 2, 2026

District Office Building | 799 SW Columbia | Bend, Oregon



AGENDA

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/remote: 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 the webinar ID: 814 9287 4137and 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.

STAFF INTRODUCTIONS

Kristin Toney

- David Hernandez – Business Intern

BUSINESS SESSION

1. Boyd Property Naming – *Rachel Colton (10 min)*
2. Sawyer Park Asset Replacement Project Construction Contract Award – *Jason Powell (15 min)*
3. Approve Resolution No. 2026-06 Authorizing the Purchase of Pinebrook common Area and Designating Authorized Signatories – *Sara Anselment (10 min)*
4. Enterprise Vehicle Leasing Agreement - *Kristin Toney (25 min)*
5. Resolution No. 2026-07 Adopting the Five-Year Capital Improvement Plan for Fiscal Years Ending 2027-2031—*Brian Hudspeth (5 min)*
6. Public Hearing and Adopt Resolution No. 2026-08 – Adopting the 2026-2027 Budget and Making Appropriations for Fiscal Year 2026-27, and Adopt Resolution No. 2026-09– Imposing and Categorizing Taxes for Fiscal Year 2026-27 – *Kristin Toney (10 min)*
7. Approve Executive Director’s Evaluation – *Kathleen Hinman (5 min)*

EXECUTIVE DIRECTOR'S REPORT

MEETING SUMMARY – 5/5/2026

REPORTS—Project Update; Third quarter Rec report

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 or 541-706-6151. Providing at least 2 business days' notice prior to the meeting will help ensure availability.

BOARD AGENDA COMMUNICATION

AGENDA DATE:	June 2, 2026
SUBJECT:	Boyd Property Naming
STAFF RESOURCE:	Rachel Colton, Park Planner Bronwen Mastro, Landscape Architect
PREVIOUS BOARD ACTION:	None
ACTION PROPOSED:	Approve Name for the Boyd Property
STRATEGIC PLAN:	N/A

BACKGROUND

The district's Park, Facility, Feature and Trail Naming Policy ("Naming Policy," Attachment A), establishes a five-member Naming Committee which makes recommendations to the board regarding the naming of district assets. The Naming Committee met on May 13 to discuss potential names for the Boyd Property. While this site is subject to the district's Naming Policy, it is unique in that it is a new district office and operations center and is expected to have minimal visitors. As such, it may be best represented by a name that does not fit within one of the five naming categories identified in the Naming Policy. Specifically, many of the names suggested for the site by staff and the public and discussed by the Naming Committee related to departments that would use the building and their respective roles.

Additional information is provided in the Naming Committee staff memorandum (Attachment B) of this report, including a list of names suggested by staff and the community. After discussing potential names, the Naming Committee members unanimously recommended "Park Operations and Development" as the site's name. More information about the committee's discussions related to the potential site name is provided in the May 13, 2026 meeting notes (Attachment C). Robin Vora, who is on the Naming Committee but was unable to attend the meeting, provided feedback on the property naming to staff via email (Attachment D). Though the recommended name does not fit within one of the identified naming categories identified in the Naming Policy, the policy gives the board authority to make exceptions. District staff believe an exception to the policy is reasonable if the board desires to proceed with naming the site something that does not fit within one of the identified naming categories.

BUDGETARY IMPACT

Naming the Boyd Property will have no direct budgetary impacts to the district. Site signage is already included in the budget for the project, and the site's entry sign will include the approved name.

STAFF RECOMMENDATION

Staff recommends that the board approve Park Operations and Development as the name for the Boyd Property.

MOTION

I make a motion to approve Park Operations and Development as the name of the Boyd Property.

ATTACHMENT

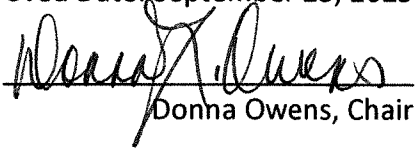
Attachment A – Park, Facility, Feature and Trail Naming Policy

Attachment B – Naming Committee Memo – Boyd Property

Attachment C – Naming Committee May 13, 2026, Meeting Notes

Attachment D – Robin Vora Naming Feedback




Donna Owens, Chair

Purpose

This policy provides guidance in the naming of Bend Park and Recreation District (BPRD) assets inclusive of parks, facilities, features and trails. This policy does not apply to asset naming resulting from sponsorship of parks, facilities, features or trails, which is discussed in the Sponsorship Policy.

Definitions

Asset: As used in this policy, a district asset includes a park, facility or trail.

Business: A for-profit organization that exists to provide services or goods to the community.

Facility: Structure that houses parks and recreational programs, events or operations.

Gift: A charitable donation from an individual or organization in the form of financial or in-kind support for a specific district asset. The BPRD Gift Policy defines parameters for gifts to BPRD from individuals, organizations and businesses. In accordance with the gift policy and any associated gift agreement, gifts/donations are provided with no expectation for additional donor benefits or conditions.

Feature: A permanent component of park and recreational facilities such as a picnic shelter, courts or playground.

Naming Rights Sponsorship: An arrangement between the district and external entity, wherein the external entity provides goods, services, or financial support to the district in return for exclusive, limited duration naming of a facility and/or commercial/marketing/branding affiliation with district assets including district programs, events or services. Such arrangements are defined in a sponsorship agreement and further discussed in the Sponsorship Policy.

Organization: A non-profit or civic organization that exists to offer services or goods to the community.

Parks: All outdoor traditional designed parks, natural open spaces, historic sites, and specialized parks under the district's jurisdiction or management.

Trails: For the purposes of this policy, trails shall include new trails only and shall not include additions to existing trails, connector trails, or sections with easement agreements.

Guiding principals

Naming provides the opportunity to provide an identity for a park, facility, feature or trail that should engender positive emotion and goodwill. As such, naming should be done with careful consideration and with the following in mind:

Reviewer: Planning and Development
Last Review Date: September 2025
Next Review Date: September 2030
Review Schedule: 5 Years

- Positive – Names will elicit a strong positive image for all residents and visitors and have a symbolic value that enhances the character of the park, facility or trail.
- Relevant – Names shall be relevant to the district’s mission and community character.
- Welcoming – Names shall be approachable and welcoming to all district residents and visitors.
- Fact Based – Research and evidence shall be used to demonstrate suitability of proposed names.
- Privilege – No special privilege shall be given to any named entity of a park, facility, feature or trail.

Names **shall not**:

- Violate or promote the violation of federal, state or local laws.
- Infringe on copyright or intellectual property rights.
- Use graphic, obscene, explicit, violent, threatening, sexist, racist, or other offensive language or imagery.
- Promote or perpetuate discrimination in any form on the basis of race, sexual orientation, religious beliefs, color, age, gender identity, marital status, national origin, physical ability, or other protected status or class.
- Compromise public safety or security.
- Violate the privacy of individuals or groups in images or via information.
- Provide false, defamatory information.

Naming Categories

Asset names shall be selected from one of the following categories and shall not be duplicative of another asset in the community:

- Geographic – Place-based names (street, subdivision, area of the City, etc.) can help improve ease of locating district amenities and can help establish a sense of place.
- Indigenous, Cultural or Historic reference – References to the past can help educate the community about historical context and preserve memories of key cultural or historic elements, events or peoples within the district.
- Native Flora or Natural Feature – Naming a park after native flora or a natural feature helps illustrate the value the community places upon nature and the natural environment.
- People - Parks, facilities and trails may be named in recognition of a living or deceased individual or family. This naming approach shall only be considered a minimum of 12

months after separation of service from BPRD, or a minimum of 12 months after the date of the death of that person, if applicable. This naming approach requires compliance with the following criterion:

- When 50% or more of the value of the parkland is donated, or
- When 50% or more of the value of the development costs are donated, or
- When an individual/family has made a significant and sustained contribution to the community and/or the district over the course of many years
- Community Organizations – Parks, facilities and trails may be named after an outstanding civic group or non-profit organization in recognition of significant or sustained contribution to the community and/or the district over the course of many years.

Procedures

The Planning and Development Department shall be responsible for managing the naming process for any park, facility or trail. They shall designate a primary contact to manage this process to ensure consistency in the naming approach. What follows are the applicable procedures for interim naming, feature naming, parks, facilities and trails naming, and renaming.

Interim Naming – As land is acquired, a temporary name shall be assigned by planning staff for the sake of internal and external communications until such time that the formal naming process can be completed. In general, the naming convention shall be as follows:

- Parcels acquired adjoining to another that are intended to expand the site shall be named for the original site.
- New, free-standing parcels acquired with the intention of future development shall be temporarily named based upon proximate street intersections, significant landmark or subdivision names.
- Natural area acquisition shall be temporarily named for prominent or significant geographic features, if present.

The permanent park naming process may commence simultaneously with the interim naming process in cases where development of the park, facility or trail is imminent. Otherwise, the formal naming process may occur concurrently with the commencement of the planning process for the new park, facility or trail.

Feature Naming – Features within parks, such as fields, courts, playgrounds, etc. may be named in recognition of significant involvement or investment by organizations, individuals or businesses in supporting the community's park and recreation system. Feature names should abide by the Guiding Principles of this policy. Names may be approved by the executive director and naming recognition, such as the placement of signage or plaques will be designed to fit the circumstance and must be approved by the district before placement.

Park, Facility and Trails Naming - BPRD shall establish a Naming Committee for the purposes of naming parks, facilities and trails. The executive director or their designee(s) shall manage the naming committee process in its entirety. The Board of Directors will direct staff to create a process for selection of Naming Committee members for a four-year term. The Board will be

responsible for appointing an ad hoc Naming Committee to consider and recommend a name to the full Board of Directors. The process is as follows

- Five appointed representatives appointed every two years, with two seats filled in one cycle and three seats filled in the next. Appointees may include individuals from underrepresented populations within the community, members of the BPRD Foundation Board, those with relevant historical knowledge, individuals familiar with the district and community character, or those with a passion for placemaking and community building. Committee members serve a four-year term and may be reappointed by the board for an additional term if they wish to continue.

After formation of the committee, the following process shall be followed for all naming and renaming of district assets covered by this policy.

- Name recommendations – Staff shall use research methods to develop and analyze a list of potential names for applicable district assets. The community shall also have the opportunity to contribute ideas for asset names as follows:
 - Neighborhood parks – requests for potential names shall be solicited from the applicable Neighborhood Association and its membership, and as part of the planning and design process.
 - Community and Regional Parks, Facilities and Trails – media and social media channels will be used to communicate an upcoming naming process and solicit name suggestions from interested community members.

Planning staff shall review all names suggested by the community and do additional research and analysis as necessary. Upon completion of research and analysis, staff shall send a list of a minimum of three potential names to the Naming Committee for review.

- Naming Committee review of name recommendations – The Naming Committee shall review the potential asset names and may suggest additional names for consideration by the committee and staff. If additional names are suggested, a second Naming Committee meeting may be required to allow for research and analysis by staff. The Naming Committee will make a recommendation to the board for consideration and approval.
- Board review and approval of an asset name – The board shall review the full list of potential asset names considered by the committee, along with the Naming Committee’s recommendation at a publicly noticed meeting. The board at its full discretion may select the asset name after taking comments from any interested parties.
- Recognition and Signage – after board approval of the asset name, development of applicable signage shall commence at the appropriate time. Said signage shall comply with all district design standards in force at the time.

Renaming – The district recognizes that names become well known and that changing names can be challenging from a wayfinding perspective for residents and costly for the district. Therefore, renaming a park, facility, feature or trail is not encouraged. Names that have been widely accepted by the community will not be abandoned unless there are compelling reasons and strong public sentiment from the broader community to do so. Historically or commonly used place names will be preserved wherever possible.

The district reserves the right to rename any park, facility or trail if the name is found to be inconsistent with the guiding principles in this policy or the person for whom it is named demonstrates disrespectful behavior or subsequently acts in a disruptive or dishonorable manner.

The process for renaming parks, facilities, or trails shall follow the process for naming defined above, with the exception that a request for renaming shall be initiated by either a community member, the board of directors or staff. The request shall be reviewed for merit, and determination shall be made with regard to whether the renaming process shall proceed during a publicly noticed board of directors meeting. Community requests for renaming should be submitted in writing to the executive director or their designee.

Policy Exemptions

For naming requests not otherwise covered in policy, a proposal may be submitted for review by the executive director and final approval by the board of directors.



TO: Bend Park and Recreation District Naming Committee

FROM: Rachel Colton, Park Planner

DATE: May 13, 2026

RE: Boyd Property Naming

The Boyd Property is located on Boyd Acres Road proximate to the intersection of Boyd Acres Road and Brinson Boulevard. It is located within the [Boyd Acres neighborhood district](#). The site was owned by the City of Bend and purchased by the district in 2025. The site is currently under construction to make improvements to house employees in the Planning and Development and Park Services Departments, and Park the Steward Division. These teams include employees focused on trails, natural resources, maintenance, operations, safety, planning, design and development. These employees are currently located at the Park Services Center located on SW Simpson Avenue and the District Office located at Riverbend Park. The Park Services Center was constructed in 1980 and is now inadequate to meet the district's space needs or support efficient operations, and staff's relocation to this site will address this challenge.

The site totals 5.08 acres and includes four buildings that house office, shop and warehouse space, as illustrated on the site plan (Attachment A). Both site improvements and interior tenant improvements will be completed as part of construction project. The site is rectangular in size and images of the site are included in Attachment B: Site Photos. When operated by the City of Bend, the site was referred to as the Boyd Acres Campus and housed public works staff. Given this history, it may be prudent for the district to consider a different name to distinguish the site from a city facility.

Construction at the site commenced in January 2026 and is expected to be completed Fall 2026. It is anticipated that teams will move onto the site as soon as individual building improvements are completed. As such, the district anticipates that the site will be occupied beginning in late June 2026.

Outreach

The Park, Facility, Feature and Trail Naming Policy requires community outreach for district asset naming. Specifically, for Community and Regional Parks, Facilities and Trails, "media and social media channels will be used to communicate an upcoming naming process and solicit name suggestions from interested community members."

Staff and public outreach were completed to solicit names for the Boyd Property. Staff outreach was initiated the week of March 31, and a survey hosted on Paylocity was used to gather feedback. Approximately one-third of district staff or 227 individuals responded to the survey. Four name options

Attachment 2

were provided (Boyd Complex, Boyd Campus, Boyd Services Campus and Northeast Services Campus) as well as an option to write in a suggested name(s). The majority of respondents selected one of the provided names, but 51 individuals provided unique name suggestions.

Given this is a district asset that will broadly serve the community, a press release and English and Spanish social media posts were used to inform the public about the opportunity to take an online survey to provide feedback regarding the site's name. The survey had a similar structure to the internal survey, in that four names were provided (Boyd Complex, Boyd Campus, Boyd Services Complex and Northeast Services Campus), and the respondents had the option to write in a suggested name(s). Numerous media outlets amplified this message, which helped improve the survey's reach. As a result of district outreach and earned media, a total of 54 individuals completed the naming survey over the two weeks that the survey was open. Of those 54 responses, 28 individuals provided unique names suggestions. A summary of the Round 1 outreach, including naming feedback, is included as Attachment C of this report.

Potential Names

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

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

Research to determine potential names included:

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

Though this site is subject to the Naming Policy, during both the original drafting of the Naming Policy, as well as the recent update of the policy in 2025, the naming of a district office was not contemplated. Though the Naming Policy allows exceptions, staff felt it was appropriate for this property to go through the expressed naming process. As a result of the nature and use of this site, many suggested names included in Attachment C do not fit into any of the naming categories included in the policy. For example, many of the suggested names that align with a specific district department do not fit within any of the categories. However, staff believes that these names are appropriate for consideration given the nature of the facility. This approach is supported by the Naming Policy which allows policy exceptions with board approval. Meaning, even though some of the potential names do not fit within a specified naming category, they are eligible for consideration by the naming committee and district's board.

Given the unique nature of this site naming, staff is not providing name recommendations to the naming committee. Rather, staff suggests that the committee review all of the suggested names included in Attachment C, as well as the Boyd Family Historical Summary included as Attachment D of this report to

Attachment 2

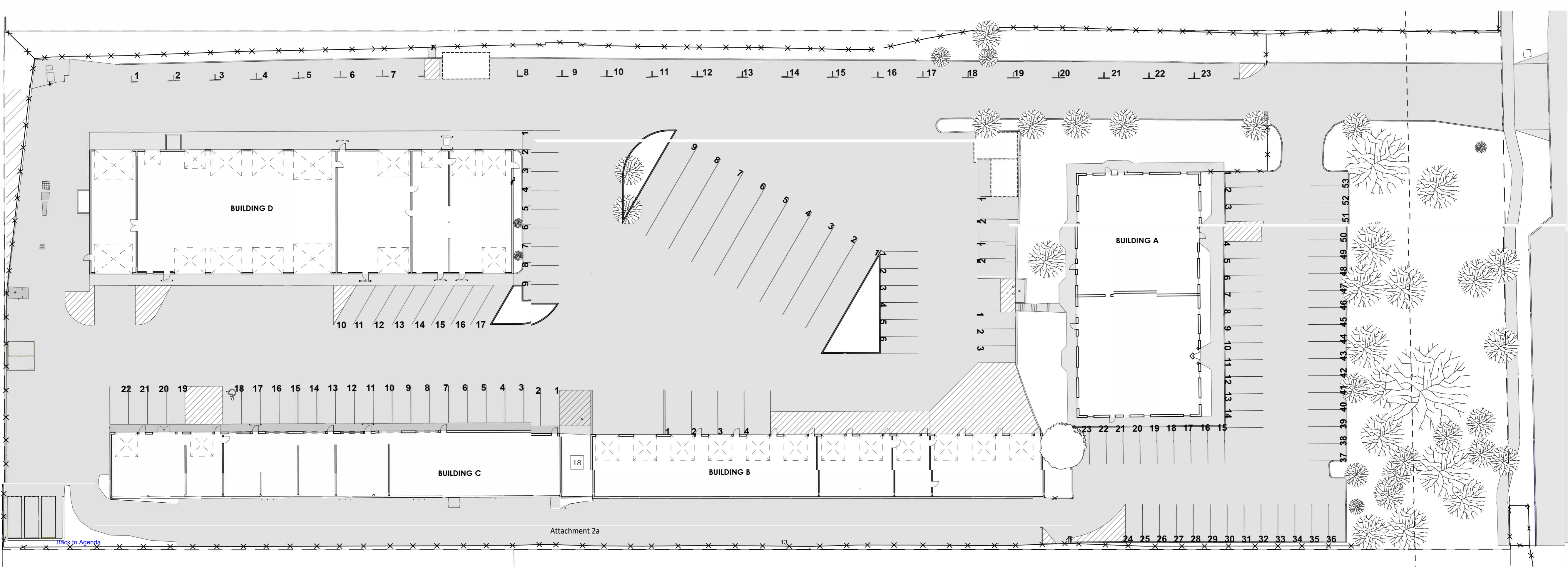
help inform discussions on potential names. At the naming committee meeting staff will facilitate discussion of potential names with a goal of the naming committee providing a preferred name recommendation to the district's board of directors. The board of directors is tentatively scheduled to review potential names for this park site at their regular meeting on June 2, 2026.

Attachment A: Site Plan

Attachment B: Site Photos

Attachment C: Outreach Summary

Attachment D: Boyd Family Historical Summary



Boyd Property Photos



Looking at the facility from Boyd Acres Road



Looking east towards building A

Boyd Property Photos



Buildings B and C



Building D

Boyd Property Naming Outreach Summary

April 29, 2026

Project Summary and Background Information

The existing [Park Services Center](#) located on SW Simpson Avenue in northwest Bend was built in the 1980s on a sloped site and sized to accommodate support services of the district at that time. The facility is now inadequate to meet the district's space needs or support efficient operations. To address these challenges, the district purchased the City of Bend's existing utility shop on Boyd Acres Road in 2025 after years of due diligence and design to confirm the site would meet the district's needs. When occupied by the city the site was referred to as the Boyd Acres Campus. As such, it may be prudent to choose an alternative name for the site to distinguish it from a city facility. This site is comprised of 5.08 acres and includes four buildings that house office, shop and warehouse space.

The district awarded a construction contract to complete tenant improvements at the site in December 2025 and subsequently began construction in January 2026. Construction will be completed in Fall 2026, but it is anticipated that teams will move onto the site as soon as individual building improvements are completed. As such, the district anticipates that the site will be occupied beginning in late June 2026. The site will house employees from the Planning and Development and Park Services Departments, and the Park Stewards Division. These teams include employees focused on trails, natural resources, maintenance, operations, safety, planning, design and development.

Both the district's 2018 Comprehensive Plan and 2024 Comprehensive Plan midterm update identify the Park Service's Complex to be a high priority project. This project is also included in the district's [2026-30 Capital Improvement Plan \(CIP\)](#) for implementation.

Naming Outreach

Staff and public outreach were completed to solicit names for the Boyd Property. Staff outreach was initiated the week of March 31, and a survey hosted on Paylocity was used to gather feedback. Approximately one-third of district staff or 227 individuals responded to the survey. Four name options were provided (Boyd Complex, Boyd Campus, Boyd Services Campus and Northeast Services Campus) as well as an option to write in a suggested name(s). The majority of respondents selected one of the provided names, but 51 individuals provided unique names included under Name Suggestions below.

Given this is a district asset that will broadly serve the community, a press release and

Attachment 2c

English and Spanish social media posts were used to inform the public about the opportunity to take an online survey to provide feedback regarding the site's name. The survey had a similar structure to the internal survey, in that four names were provided (Boyd Complex, Boyd Campus, Boyd Services Complex and Northeast Services Campus), and the respondents had the option to write in a suggested name(s). Numerous media outlets amplified this message, which helped improve the survey's reach. As a result of district outreach and earned media, a total of 54 individuals completed the naming survey over the two weeks that the survey was open. Of those 54 responses, 28 individuals provided unique names included under Name Suggestions below.

Name Suggestions

The following name suggestions were received as part of the outreach process. The names are roughly organized by naming categories identified in the [district's naming policy](#), acknowledging that many names can fit into more than one category. For names that were suggested more than once, there is a numeric identifier after the name to confirm the number of times it was suggested. Many of the suggested names appear to have been suggested in jest but are included to document all feedback received. Names that were not in alignment with the naming policy's guiding principles due to copyright infringement, offensive language, etc. were omitted from this summary.

Geographic - Place-based names (street, subdivision, area of the City, etc.) can help improve ease of locating district amenities and can help establish a sense of place.

- Empire Outpost
- Northeast Bend Park Campus
- NE Parks Campus
- NE Deschutes Hub
- Park Central
- Park Services East
- Park Services North
- Northeast Services Campus (26)

People - Parks, facilities and trails may be named in recognition of a living or deceased individual or family. This naming approach shall only be considered a minimum of 12 months after separation of service from BPRD, or a minimum of 12 months after the date of the death of that person, if applicable. This naming approach requires compliance with the following criterion:

1. When 50% or more of the value of the parkland is donated, or
2. When 50% or more of the value of the development costs are donated, or
3. When an individual/family has made a significant and sustained contribution to the community and/or the district over the course of many years

- Atta-Boyd
- Bend Parks & Recreations Boyd Campus
- Bippidy Boppidy Boyd Shop Property
- Boyd rec/recreation services
- Boyd Acres Campus (2)
- Boyd and Gloom
- Boyd Backlot
- Boyd Barn
- Boyd Bunker
- Boyd Campus (58)
- Boyd Center
- Boyd Complex (68)
- Boyd in da hood (2)
- Boyd Industrial Spa
- Boyd Mall
- Boyd Operations Center
- Boyd Park Operations Center
- Boyd Park Services Center
- Boyd Park Services & Development Complex
- Boyd Park Stewardship Center
- Boyd Service Campus or Complex (52)
- Boyd Services and Development
- Boyd Services Commons
- Boyd Shop (3)
- Boyd Shopalaka
- Boyd SSPD Complex (SSPD stands for Services, Stewards, Planning and Development)
- Boyd Station
- Boyd Voyage
- Boyds Camp
- BPR Boyd

- BPRD Boyd
- BPRD Operations Center-Boyd
- Hamilton Complex (after Wayne Hamilton, the City of Bend's first Recreation Director)
- Limitless Boyd
- NE Boyd Command Campus Service Complex
- Oh Boyd Oh Boyd Oh Boyd
- Park Services at Boyd (4)
- Pink Boyd (2)
- Scenic Boyd Backlot
- Siegfried and Boyd
- The Shops Boyd
- The Yards at Boyd
- The Ted (after Ted Schoenborn, a prior BPRD board member)

Community Organizations - Parks, facilities and trails may be named after an outstanding civic group or non-profit organization in recognition of significant or sustained contribution to the community and/or the district over the course of many years.

- No names were submitted in this category.

Indigenous, Cultural or Historic Reference - References to the past can help educate the community about historical context and preserve memories of key cultural or historic elements, events or peoples within the district.

- No names were submitted in this category.

Native flora or Natural Feature - Naming a park after native flora or a natural feature helps illustrate the value the community places upon nature and the natural environment.

- No names were submitted in this category.

Other (not aligning with Specific Naming Category): Given this site will be home to a district office and not a park, trail or recreation facility, numerous names were suggested that did not fit within a naming category defined in the naming policy. Many of these names relate to the teams that will be housed within the facility, so they are included here for consideration.

- Acres of Apathy

- Acres of Recreating
- Aster
- Basecamp Bend!
- Bend Park and Recreation Land Management Division
- Bend Parks Services Center
- BPR Hub
- Chicken
- Crater Base
- Crossroad Complex
- Facility 404
- Home Base (2)
- Land Stewardship Office
- Maintenance and Development Services
- Manzanita Campus
- Park Operations Center
- Park Service Reboot
- Park Services (2)
- Park Services and Development (PSD)
- Park Services Annex
- Park Services Center
- Park Services Complex
- Park Stewardship Center Park Planning & Services Hub
- Parks and Planning Powerhouse
- Parks Care and Operations Center
- Parky McParkface (2)
- Planning and Services Complex
- PS Outpost
- Shopocalypse
- SOAP - Services, Operations, and Planning
- The CAN (Combined Action Next)
- The Parks Hub

Charles Boyd Family Summary

The following summary was provided by the Deschutes Historical Museum. The text is a passage on the Boyd family from the Deschutes County Book that the museum published in the 1980s. It's a comprehensive summary of the family that was written by a trusted family member.

Charles Boyd and his brother Bill migrated from Ontario, Canada to Michigan in the late 1870's when they were in their teens. They worked in the Michigan woods as loggers. The physical comforts were limited in those early logging camps. I remember Dad telling how their wet socks would freeze during the nights and in the mornings would have to be held over the stove to limber them up before putting them on.

From Michigan, Dad and his brothers moved to Philipsburg in Western Montana where they eventually went into the cattle and meat business. It was here that my Dad met and married my mother, Anna Wyman. Clarence (1894), Edna (1896), Carol (1898) and Charley were born in Philipsburg which at that time was a bustling silver mining town. Dad was very active in civic affairs and served two terms as mayor.

Becoming disenchanted with the cold, late springs Dad decided to do some exploring and looking around for a new location. In 1904 he headed West and eventually came to Central Oregon. He was impressed with the forests of the area and the potential water power on the Deschutes River. He scouted the area and worked at various jobs before deciding this was where he worked at various jobs before deciding this was where he wanted to continue his meat and cattle business.

Before sending for his family, he purchased a six acre lot from John Steidl. This was on the Deschutes River where the present Riverhouse Motor Inn is located. The Swalley Canal bordered on the south. At the time, Highway 97 was not in existence, and the tract was a continuous piece from the river to Riley Road (the old Bend-Tumalo Rd.)

In the summer of 1905, the rest of the family joined Dad. We came by train to Shaniko and then on to Bend by horse drawn stagecoach. I'll always remember Shaniko as there seemed to be pigs all over the town and several small ones were squealing and running around the horses that were hitched to our stagecoach. We arrived in Laidlaw (now Tumalo) and stayed a short time with an aunt and uncle, Edna and William Hunt. Shortly after our arrival, Edna came down with the measles. All of us took sick and I think we passed the measles around the entire town.

Attachment 2d

Dad had selected on the site of the river because of the rapids and later built a dam part way across to furnish power. The family home he located on the upper part of the property and this remained in the family for years. On the lower part, the slaughterhouse was located, also a powerhouse beside the river. He installed a huge metal water wheel to furnish power for pumping water and running a refrigeration plant to make ice for the meat market. Before this plant was completed modern refrigeration came into being and that part of the project was abandoned.

In the meantime, dad brought ice from the ice caves when there was no ice on Swalley Pond located just east of the present Truax service station. At the pond, ice was sawed into big blocks and “put up” in the icehouse where it was packed in sawdust. The slaughterhouse, later sold by the family, was used until it was torn down and the Riverhouse Motor Inn construction was begun in 1973. The two large boulders that form a natural entrance to the Inn was a favorite for Charley and his friends to play in earlier days.

The icehouse was later converted into a family garage. Eventually, a corral, feed lot, barn and hay shed were built just north of the family home. The number of cattle varied from a few to many and of course we always had horses on hand. Usually there were one or two men working at the ranch, so a bunk house was built.

Until automobiles became common, the ice and dressed meat were hauled to town with a team and wagon. The runaways Clarence and some of the men had with these horses is a story in itself.

When Dad had a home phone installed in about 1912 or 1913, in order to get a private line, he had to pay for five connections. Our number was 21F4 with one long and two short rings. The phone was hand cranked and battery operated. He paid \$25 a year for this service. Since he paid for five connections and was using only one, Edna, Clarence, and Charley later all hooked on and we could ring and talk with each other without going through the operator. Very convenient but also no secrets.

Dad had meat markets at various locations in Bend. The first one was where Brandis—06) Thriftwise drug store was later located. While the family home was being built (1905-06) we lived in an apartment in the rear. There was a dance hall upstairs and I can still remember going to sleep on Saturday nights with the swish-swishing sound of dancers’ feet above. Other’s locations were in the Boyd Block where trailways bus depot was located for year, and at 135 Oregon Avenue where the First National Bank Parking lot is now located.

In addition to the six-acre tract, which we always referred to as the “Ranch,” Dad later purchased land from the railroad company and others and eventually owned 600 acres. It

fronted the Deschutes River for about one quarter mile north, including the Riverview Trailer Court. It extended east, covering the present Bend Industrial Park and south to Studio Road, including the Boyd acres tract. This land was used for pasture and growing rye hay for cattle feed. At times large numbers of cattle and some horses grazed there.

Dad often bought cattle from Mike Mayfield and early day cattleman. One of these purchases was a small herd of Texas Longhorns that were a part of the last Longhorns to be “trailed” into Oregon from Texas. Edna remembers Dad and Mike discussing the significance of this event and remarking how docile these cattle were because they were so tired from moving such a long distance.

Our mother filed a desert claim of 80 acres east of the present Bend Industrial Park but passed away before proving up on it. In 1915 or 1916, Edna and husband Art (W.A.) Brinson, homesteaded these 80 acres and built a home there. Edna still lives there. Jack Brinson. Jack Brinson (1920) was born in this house, and he and his brother Harvey (1915) grew up there.

Art Brinson was a meat cutter and worked for years in Dad’s shop and later Erickson’s meat department. He passed away in 1963. Edna had been actively involved with the Spencer corset sales. For years she not only sold the garments but traveled in southern Washington and Oregon training women in work.

Harvey married Viola Wheeler from the Ashwood area, and they had four sons all born in Bend: Charles (1940), Jack (1942), Richard (1944), and Gary (1946-47). Harvey worked at various jobs including trucking, which he loved. His last ten years were with the State Parks Service---work that he really enjoyed. He worked in parks on the coast, Tumalo and at Hat Rock State Park on the Columbia River. He passed away in 1978.

Jack Brinson was in the South Pacific all during World War II and experienced some of the heaviest fighting. Shortly after his discharge he married Eleanor Casey and they had two daughters (Janice (1948- Mrs. Carl Alpin) and Diane (1951—Mrs. Mike Reif). After Eleanor’s death, Jack married Ilene Dahl. Their children were born in Portland, but when the children were small, they moved to Bend and built a home on Edna and Art’s homestead. Jack retired in 1982 after working 35 years for Pacific Northwest Bell.

Conducting business was a bit complicated in the early days. Lacking other transportation and needing to go to the county seat of Prineville before Deschutes County was formed – Dad and a neighbor, Adam Kotzman---decided to “ride and tie”. This was done by starting

out, one man on horseback and the other walking. After riding a determined distance, the rider tied the horse and walked on. The first hiker walked to the tied horse and rode past the second hiker, etc. This got them there and the horse got a rest and both men walked about half the distance.

Dad filed on a timber claim on Tumalo Creek a few miles across Shevlin Park. Proving up required living on the land a certain amount of time and making some improvements. Dad built a cabin with bedrooms and a loft for kids, a barn for a cow, a chicken house and a root cellar. In the summer of 1906, all of us except Dad moved there and remained all winter. Dad remained in town and worked. I don't remember just when but one of his jobs that winter was helping build the original telephone line to Sisters. Our only neighbors were the N.P. Smiths and the Dan Heising family, and they were not very close to us. I have many pleasant remembrances of that winter. To trim our Christmas tree, we waded out in the snow that came up to the window sill and gathered red rose hips to string alternatively with popcorn. We had a quarter of beef that Dad hung in a tree and was frozen. We had a root cellar filled with potatoes, carrots, beets, onions, cabbage, turnips, rutabagas and our only fresh fruit, apples. I remember having all the fresh eggs, milk and cream we could use and churning our own butter. Mother and Mrs. Heising went out hunting and killed a deer that fall which was a contribution to our larder. Dad came out in the spring when part of the snow had melted and brought supplies for us on a horse drawn stone boat used as a sled.

Not long after moving back into town in 1907 my younger sister, Anne, was born. My mother passed away ten days later. Although she was attended by Bend's only doctor---Dr. U.C. Coe---medicine had not progressed enough in those days to prevent such losses. These certainly were troubled days for my dad. A few weeks later my sisters and I were sent to Montana to be with Dad's people.

Two Bend women---A Mrs. Ryan and Mrs. Rowe were going east on a trip and they watched over us en route. Dad took us to The Dalles in a two-seat buggy, and we boarded the train there on the 4th of July.

The family was separated for the next few years. Clarence and Charley spent part of this time in Bend and part with relatives in Montana and Seattle. Three or four years later all the family, except Anne, were reunited in Bend. Anne was still very young.

We grew up in Bend and attended local schools. Most of the time we walked nearly two miles to school but at times we used a horse and buggy. The dust was often knee deep. In the winter months we developed chilblains from cold feet. I can remember being in school and scratching one foot with the boot of the other foot until both feet were raw and sore.

These were pretty trying times for Dad attempting to rear a motherless family. He was too busy for much “polish” and laid down a few iron-clad fundamental principles that we were to follow or else. He tried hiring housekeepers, but they never stayed long since we were a handful to manage so he finally gave up on that. Consequently, Edna and I had to do the cooking and housekeeping which must have been pretty rough on the rest of the family and the men working for us. However, we all survived. Dad passed away in 1933.

When Charley was grown and married to Marguerite Hall, they purchased some acreage from Dad and built their home. Their son, Charles William Boyd Jr., known as Bill ---was born in Bend and grew up on this acreage. They remained there until most of the land was sold in 1978. The Bend River Mall-Boyd Center shopping center is located largely on Charley’s land, the present Seats store is located where their home stood, they moved their home to a tract north of Bend.

During Charley’s working years he worked in Brooks-Scanlon, Shevlin-Hixon box factory and in the meat market with Dad. During his last working years, he farmed in the Cloverdale area near Sisters, and on his acreage in Bend. Marguerite taught for years in the Bend schools.

Bill Boyd and his wife, Bonnie McKean Boyd, are both Oregon State University graduates, she in home economics and he with a teaching credential in science. Bill taught in Salem for a few years where their sons John (1971), Jim (1974), and Charles (1977), were born. They later moved to Bend and Bill now teaches here.

Dad often contracted meat for various construction projects. One of these was with the Southern Pacific Railroad when the Willamette Pass cut-off, referred to as the Natron cut-off, was being built through the Cascade Mountains from Oakridge to Chemult. The construction included a long tunnel ending near the west end of Odell Lake. The work began in 1923 and finished in 1926. At that time there wasn’t a road around the lake. The supplies for the camp on the east side of the mountains were barged from the east end of Odell Lake to the west end. It was Charley’s task to deliver the meat to these barges.

Although most of Dad’s land has now passed out of the family possession, Charley and his son Bill still own a few acres in the north part of Charley’s original property. It pleases all of us that Bill and his wife, Bonnie, moved the old house, icehouse and bunk house onto his property and have arranged them there in as nearly the original order as possible. These buildings are now designated as a National Historic Site.



Naming Committee Meeting Notes

Meeting Date: May 13, 2026
 Meeting Time: 2:00pm
 Location: Bend Park and Recreation District Conference Room A, 799 SW Columbia Street
 Virtual Meeting Details: [Join the meeting now \(Microsoft Teams\)](#), Meeting ID: 241 806 337 024 50,
 Passcode: Rf2AU673

AGENDA

1. **Welcome and Staff Introductions**
 - a. BPRD Staff – Rachel Colton, Kelsey Schwartz, Bronwen Mastro
2. **Naming Committee Member Introductions**
 - a. Present – Rebekah Averette, Jane Dunham, Mark Johnson, Chad Martin, and Dean Harris (alternate)
 - b. Absent – Robin Vora
3. **Naming Policy Discussion**
 - a. Rachel reviewed the five naming categories defined within the policy and how the suggested names staff received could fit into each one. She additionally reviewed the allowed policy exception in the event a name is proposed that doesn't fit the categories.
4. **Boyd Property Site Naming**
 - a. Rachel reviewed the Boyd Acres location facility noting its location and other project details. She confirmed that the site was named Boyd Acres Campus when it was occupied by the City and that BPRD also has a neighborhood park named Boyd Park.
 - i. Mark asked what the current Park Services site on Simpson is called; it is officially the Park Services Center, although the site signage notes "Park Services" which is how staff generally refer to it.
 - ii. Chad asked what other "campuses" exist for the district; they are the District Office, Park Services, Juniper Swim and Fitness Center, Larkspur Community Center, and the Pavilion.
 - b. Rebekah shared information about the Boyd family's history in Bend, including details of her research that were included in the Naming Committee's packet.
 - i. The museum views the family in a very positive way and does not have any concerns with the family name.
 - c. Public Comment:
 - i. Dean: He had many names he gravitated towards, but his suggestions would be the **Boyd Acres Complex**. He likes that it fulfills the geographic category (street name and

- neighborhood association), as well as the historical category (also indirectly honors family).
- d. Rachel reminded the group about the outreach for this property, which was discussed in the Naming Committee's packet:
 - i. Internal: Paylocity was used to collect staff input. Approximately one-third of district staff provided name suggestions.
 - ii. Community Outreach: There was an online survey in Spanish and English which was open for two weeks. A press release went out, along with information on district social media sites.
 1. Both surveys included suggested names as well as a write-in option. That is why some names had high votes. The suggested names received the most votes, but numerous names were suggested by staff and the public.
 - e. Naming Discussion:
 - i. Rachel first reviewed the slides with suggested names by category, including those acknowledged to be in jest.
 - ii. Rebekah noted that using "Boyd" as part of the name make sense in this situation, because of its geographic location. However, she recognizes the confusion of continuing to use Boyd in the site name given the desire to ensure the public knows the property is occupied by the district. She reiterated that the Boyd family is well loved by the museum.
 - iii. Jane asked if the public would regularly come to this facility? If not, how concern is it to be duplicative with using Boyd?
 1. Rachel says that with Planning and Development being there, there may be more meetings or for occasional public walk in. She also acknowledged that there is a meeting room that could be utilized for public meetings. The Park Services Center has a gate and does not have public visits.
 2. Kelsey noted that at this time, there are only one or two drops ins at the District Office per month Planning and Development staff.
 3. Jane noted that if there will not be much public traffic, it seems good to keep the Boyd name.
 - iv. Mark noted that the Boyd Acres Campus is the identity of the City and BPRD should be associated differently. He leans away from using Boyd since we have a park with that name, and this facility is employees, not a park destination. He likes having Park in the name but then use a word like services, operation, station, etc... to denote business being conducted.
 1. He suggested **Park Operations Center (POC)**.
 - v. Chad feels similar to Mark. He likes the family association, however once he knew there was a Boyd Park, that helped seal his view to keep it focused on the function, unless another individual's suggested name made sense. He likes having a name that will reference what is happening there.
 1. He suggested something like **BPRD Operations Center**.
 - vi. Chad suggested the group's first decision should be if Boyd should be in the name?
 1. The Naming Committee agreed to not use Boyd in the site's name.
 - vii. Rachel wrote name suggestions on the whiteboard based upon feedback from the Naming Committee.
 1. Park Operations Center
 2. Boyd Acres Complex
 3. Park Services and Development
 4. Park Operations and Development

- viii. After discussion, the Naming Committee recommended **Park Operations and Development (POD)** as the name of the site.
 - 1. Dean asked if the name fits into one of the five categories. Rachel says that it does not and would fall under the exception.
 - 2. Chad says he believes this is a good candidate for the exception because it's not a park/recreation site, it's a business site and a professional location for staff.

5. Next steps

- a. Rachel reviewed the process of going to the board with the recommendation and voting and confirmed that the naming of this site is tentatively scheduled for the district's June 2 board meeting.
- b. Future Naming
 - i. Art Station – Rachel explained that the Art Station would be relocated but is not a new building/facility. Given the name is well known by the community, the district will not be renaming the facility.
 - ii. Southeast Bend Regional Park Site – Rachel and Bronwen discussed the upcoming conceptual design of this park, planned to start in the coming fiscal year, with development many years out. District staff agreed to have internal discussions regarding the most appropriate timing for naming this site.

Rachel Colton

From: Robin Vora <robinvora1@gmail.com>
Sent: Wednesday, May 20, 2026 11:10 AM
To: Rachel Colton
Subject: Naming Boyd Acres Campus

Rachel and Bend Park & Recreation Board, I like Boyd Acres Campus over Park Operations and Maintenance. Boyd Acres Campus honors the former homesteader, keeps the city name, and is less of a mouthful. It would also be shorter for signs and brochures.

Robin Vora

1679 NE Daphne Ct, Bend OR 97701

BOARD AGENDA COMMUNICATION

AGENDA DATE:	June 02, 2026
SUBJECT:	Sawyer Park Asset Replacement Project Construction Contract Award
STAFF RESOURCE:	Jason Powell, Construction Manager
PREVIOUS BOARD ACTION:	<p>November 16, 2021 – Sawyer Park Project Review</p> <p>March 01, 2022 – Approve Design Consultant Contract</p> <p>October 04, 2022 – Approve Preferred Concept Design</p> <p>October 04, 2022 - Adopt Resolution No. 2022-06 authorizing a 2022 Land and Water Conservation Fund Grant Application for Sawyer Park</p> <p>December 20, 2022 - Approve Design Consultant Additional Services Contract Amendment</p> <p>March 21, 2023 – Adopt Resolution No. 2023-02 authorizing a 2023 Local Government Grant Application for Sawyer Park</p> <p>January 2, 2024 – Update for Sawyer Park Asset Replacement Project</p>
ACTION PROPOSED:	Award Construction Contract for the Sawyer Park Asset Replacement Project
STRATEGIC PLAN:	
Priority:	Service
Goal:	Maintain quality, clean and safe parks, trails and facilities
Strategy:	Take care of what we have by prioritizing investment in existing assets

BACKGROUND

Sawyer Park is a 58.35-acre community park in northwest Bend that stretches along both sides of the Deschutes River. Formerly an Oregon State Park, it was dedicated to the district in 1980. Much of the park needs repair as it has gone beyond normal maintenance. The existing paving is rutted and pot-holed, and the park's layout and spatial planning needs to be adjusted to meet current demand and safety concerns. The district's 2018 Comprehensive Plan identifies a renovation project at Sawyer Park.

In 2022 the project moved forward to an approved concept plan, that plan can be viewed here, <https://www.bendparksandrec.org/wp-content/uploads/2021/10/Preferred-Concept-Design.pdf> and additional information on the project web page can be viewed here: <https://www.bendparksandrec.org/project/sawyerparkupgrades/>.

The project includes the construction of a new restroom and shelter, new entry and parking, new pathways, landscaping and irrigation, new site furnishings as well as city right of way work.

The district advertised construction of the project as a lump sum bid on April 9, 2026, and the bids were opened on May 14, 2026.

The district received three bids:

2KG Contractors, Inc.:	Base Bid:	\$2,124,200
Mountain Sky, Inc.:	Base Bid:	\$2,136,706.27
Deschutes Construction Corp.:	Base Bid:	\$2,232,544

The lowest bid was 2KG Contractors, Inc. with a base bid of \$2,124,200.

BUDGETARY IMPACT

The proposed 2027-2031 Capital Improvement Plan (CIP) allocates \$3,337,754 for the project, of which \$366,627 has been spent to date, leaving \$2,971,127 to complete the project. The CIP funds are a combination of property taxes Revenue, system development charges, and proceeds from two grants. By accepting the bid of \$2,124,200 plus a construction contingency of \$212,420, for a total construction budget of \$2,336,620, the district will retain \$634,507 for additional project related costs. These costs include the remaining design contract, permitting, construction administration, archeological monitoring, district furnishings and other miscellaneous owner expenses.

STAFF RECOMMENDATION

Staff recommend that the board award a construction contract to the low bidder, 2KG Contractors, Inc., for the base bid of \$2,124,200 and approve a 10% contingency of \$212,420, for a total construction budget not to exceed \$2,336,620.

MOTION

I move to authorize the executive director to award a construction contract to 2KG Contractors for the Sawyer Park Asset Replacement Project, in the amount of \$2,124,200, and to approve a construction contingency of \$212,420, for a total construction budget not to exceed \$2,336,620.

ATTACHMENT

None

BOARD AGENDA COMMUNICATION

AGENDA DATE:	June 2, 2026
SUBJECT:	Approve Resolution No. 2026-06 Authorizing the Purchase of Pinebrook common Area and Designating Authorized Signatories.
STAFF RESOURCE:	Sara Anselment, Park Planner
PREVIOUS BOARD ACTION:	March 4, 2025 – Approved purchase and sale agreement
ACTION PROPOSED:	Approve an amendment to the purchase and sale agreement
STRATEGIC PLAN:	
Priority:	Service
Goal:	Support the recreational needs of an evolving community through programming, parks, trails, and facilities
Strategy:	Maintain adopted levels of service targets for parks, trails, and facilities

BACKGROUND

The board previously authorized the executive director to execute a Purchase and Sale Agreement (PSA) with the Pinebrook Homeowners Association (HOA) on March 4, 2025, for the acquisition of approximately three acres of land for a new neighborhood park in Park Search Area 20. The PSA required completion of a partition prior to closing. The PSA was amended twice to extend the timeline to accommodate the completion of the partition.

The partition has now received tentative approval, establishing the park parcel at ±2.98 acres (see Exhibit A). However, as part of the partition approval, the city requires dedication of approximately 6,801 square feet for right of way to accommodate a future frontage road (see Exhibit B). Staff are requesting authorization to amend the PSA for a third time to include acquisition of this additional property.

The third amendment would modify the following key terms of the PSA:

- **Property** –The amendment expands the purchase to include an additional ±6,801 square feet designated for dedication to the city of Bend as right-of-way for a future frontage road.
- **Purchase Price** – The original purchase price of \$1.91 per square foot remains unchanged. With the addition of 6,801 square feet for the right-of-way dedication area, the total purchase price is \$260,990, which remains below the board-approved not-to-exceed amount of \$262,479.94.

The attached Resolution No. 2026-06 (Exhibit C) memorializes the PSA and all three amendments, and clarifies that Michelle Healy, the district's executive director, is the designated signatory for any documents related to this property transaction.

BUDGETARY IMPACT

The district's 2026-2030 Capital Improvement Plan identifies \$1,500,000 in system development charges for the project with \$300,000 of approved funding for property acquisition in the current fiscal year. The remaining funds for design and development are identified in fiscal years 2027 and 2028.

STAFF RECOMMENDATION

Staff recommend the board approve Resolution No. 2026-06.

MOTION

I move to approve Resolution No. 2026-06 authorizing the purchase of Pinebrook Common Area and designating authorized signatories.

ATTACHMENT

Exhibit A – Tentative Plan Map

Exhibit B – Right-of-Way Dedication Area

Exhibit C – Resolution No. 2026-06

TENTATIVE PLAN

BEING A REPLAT A PORTION OF THE COMMON AREA TRACT, PINEBROOK PHASE II, LOCATED IN THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 17, AND THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 12 EAST WILLAMETTE MERIDIAN, CITY OF BEND, DESCHUTES COUNTY, OREGON
AUGUST 2025

SUBJECT PROPERTY DESCRIPTION:

COMMON AREA TRACT, PINEBROOK PHASE II, RECORDED AUGUST 18, 1976, PLAT CABINET B, PAGE 185, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED IN THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN CITY OF BEND, DESCHUTES COUNTY, OREGON

EXCEPTING THEREFROM ANY PORTION OF SAID COMMON AREA BOUNDED BY THE NORTH OF DEER VALLEY DRIVE RIGHT-OF-WAY OF SAID PINEBROOK PHASE II, EAST OF THE EAST LINE OF BLOCK FIVE OF SAID PINEBROOK PHASE II, AND SOUTH OF THE SOUTH LINE OF PINBROOK PHASE I, AND WEST OF THE WEST LINE OF LOT 4, BLOCK FOUR OF SAID PINEBROOK PHASE II.

ALSO EXCEPTING THEREFROM THOSE LANDS DESCRIBED IN WARRANTY DEED TO THE DEPARTMENT OF TRANSPORTATION, RECORDED SEPTEMBER 16, 1999, AS INSTRUMENT NUMBER 1999-45072, DESCHUTES COUNTY OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE LANDS DESCRIBED IN THAT DEED OF DEDICATION TO THE DEPARTMENT OF TRANSPORTATION, RECORDED FEBRUARY 12, 2013, AS INSTRUMENT NUMBER 2013-006291, DESCHUTES COUNTY OFFICIAL RECORDS.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 5.91 ACRES MORE OR LESS

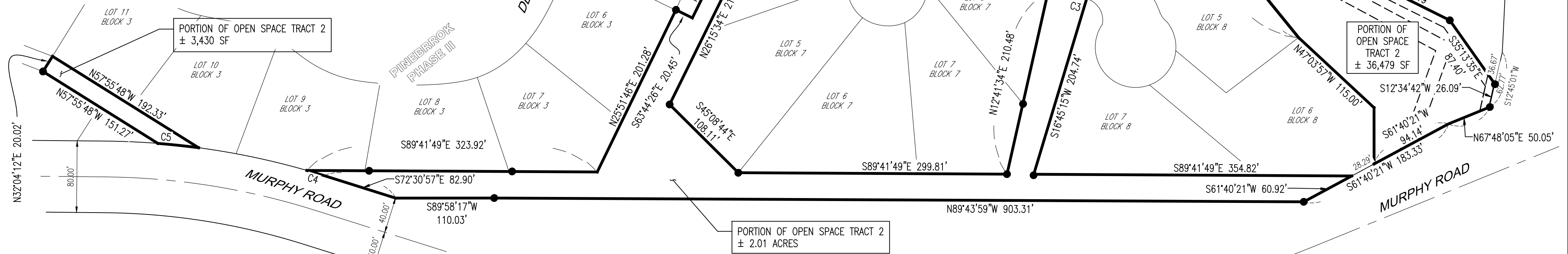
TITLE ENCUMBRANCES AND NOTES

AS DISCLOSED IN FIRST AMERITILE ORDER NO. 7061-4273690, ITEMS 1-9 ARE GENERAL IN NATURE AND/OR NON-SURVEY RELATED ITEMS.

- 10-14: PROPERTY SUBJECT TO THE TERMS, CONDITIONS, REGULATIONS, BY LAWS SET FORTH FOR THE HOMEOWNERS ASSOCIATION.
- 15. PROPERTY SUBJECT TO BUILDING SETBACKS AND IRRIGATION EASEMENT AS SHOWN ON THE OFFICIAL PLAT AND DEDICATION.
- 16. EASEMENT, INCLUDING TERMS AND PROVISION CONTAINED THEREIN:
RECORDING INFORMATION: JULY 5, 2000 AS INSTRUMENT NUMBER 2000-26682
IN FAVOR OF: ROATS WATER SYSTEM INC.
FORE: THE PURPOSE STATED THEREIN
-SUBJECT TO A 10-FOOT WATER EASEMENT
- 17. SUBJECT TO THE TERMS AND PROVISIONS THEREOF ORDER NO. 2010-01, RECORDED APRIL 20, 2010, AS INSTRUMENT NUMBER 2010-15613, AND APRIL 28, 2010, INSTRUMENT NUMBER 16673.

NOTES:

- 2. 15-FOOT WIDE ARNOLD IRRIGATION EASEMENT IS APPROXIMATE BASED ON THE AS TRAVELED ROAD AND THE PLAT OF PINEBROOK PHASE II AND WAS NOT LISTED ON THE PROVIDED TITLE REPORT. SAID EASEMENT IS NOT IN USE.
- 3. 10-FOOT WIDE ARNOLD IRRIGATION EASEMENT IS BASED ON THE DIMENSIONS OF THE PLAT OF PINEBROOK PHASE II AND WAS NOT LISTED ON THE PROVIDED TITLE REPORT.



SHEET INDEX:

- 1. BOUNDARY SHEET
- 2. INFRASTRUCTURE SHEET

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2026

LEGEND

- PLAT BOUNDARY
- ADJACENT PROPERTY LINE
- RIGHT-OF-WAY CENTER LINE
- RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY DEDICATION
- FOUND MONUMENT



SCALE IN FEET



SHEET NO. 1 OF 2	JOB NO. 297-7414-004	PREPARED FOR: BPRD
	JOB NAME: PINEBROOK	
	DRAWN: KDC	Parametrix 150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701 Ph: 541.508.7710
	CHECKED: CAP	
SCALE: 1" = 60'		
DATE: JULY 17, 2025		

TENTATIVE PLAN

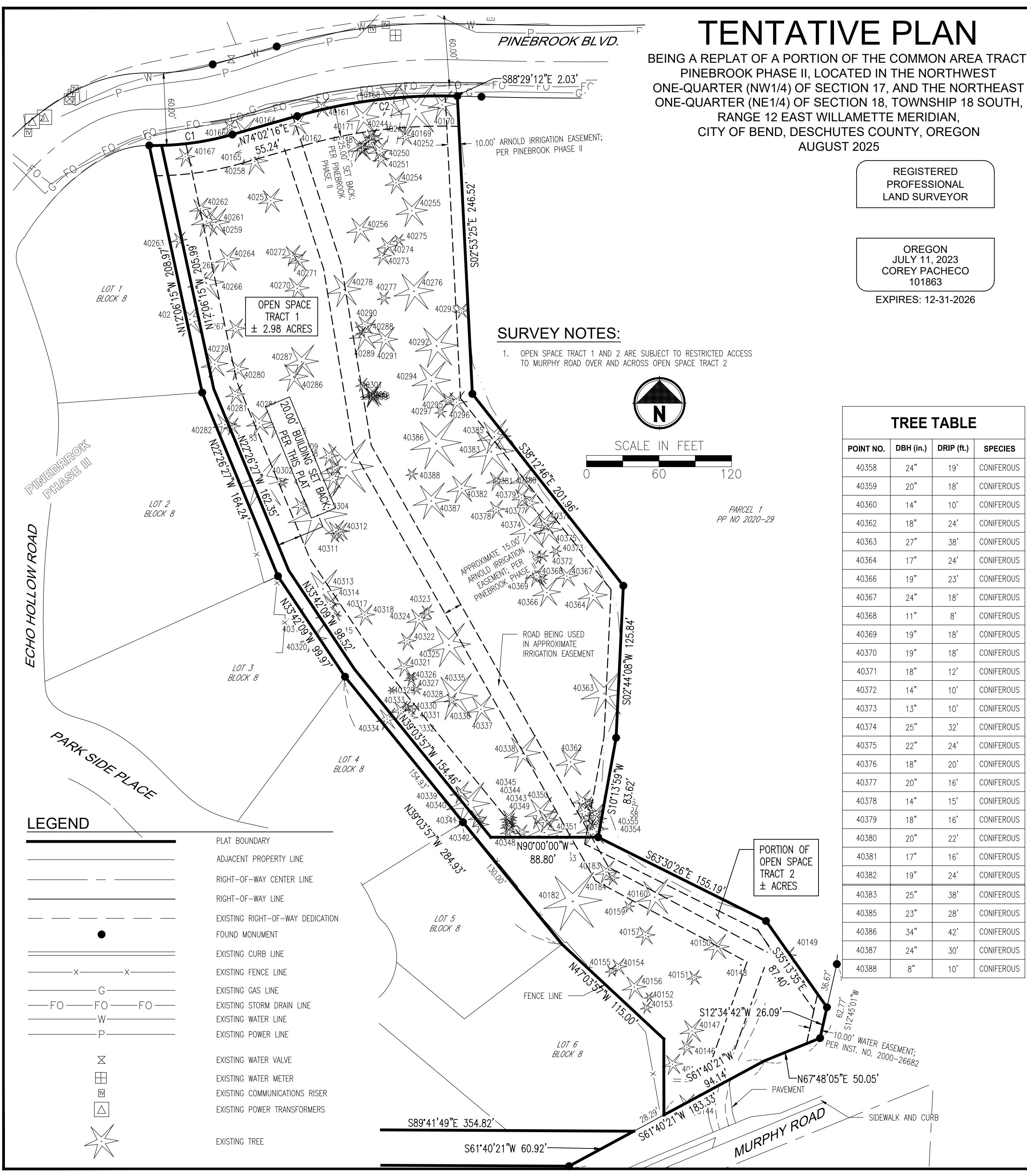
BEING A REPLAT OF A PORTION OF THE COMMON AREA TRACT, PINEBROOK PHASE II, LOCATED IN THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 17, AND THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 12 EAST WILLAMETTE MERIDIAN, CITY OF BEND, DESCHUTES COUNTY, OREGON
AUGUST 2025

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JULY 11, 2023
COREY PACHECO
101863
EXPIRES: 12-31-2026

SURVEY NOTES:

- OPEN SPACE TRACT 1 AND 2 ARE SUBJECT TO RESTRICTED ACCESS TO MURPHY ROAD OVER AND ACROSS OPEN SPACE TRACT 2



POINT NO.	DBH (in.)	DRIP (ft.)	SPECIES
40144	20"	19'	CONIFEROUS
40145	20"	17'	CONIFEROUS
40146	12"	13'	CONIFEROUS
40147	19"	20'	CONIFEROUS
40148	26"	20'	CONIFEROUS
40149	10"	14'	CONIFEROUS
40150	22"	21'	CONIFEROUS
40151	8"	12'	CONIFEROUS
40152	6"	8'	CONIFEROUS
40153	8"	10'	CONIFEROUS
40154	8"	14'	CONIFEROUS
40155	7"	10'	CONIFEROUS
40156	18"	20'	CONIFEROUS
40157	11"	16'	CONIFEROUS
40159	12"	10'	CONIFEROUS
40160	32"	30'	CONIFEROUS
40161	10"	16'	CONIFEROUS
40162	13"	19'	CONIFEROUS
40164	14"	24'	CONIFEROUS
40165	17"	22'	CONIFEROUS
40166	11"	12'	CONIFEROUS
40167	9"	16'	CONIFEROUS
40168	20"	26'	CONIFEROUS

POINT NO.	DBH (in.)	DRIP (ft.)	SPECIES
40169	32"	42'	CONIFEROUS
40170	13"	23'	CONIFEROUS
40171	17"	27'	CONIFEROUS
40182	34"	48'	CONIFEROUS
40183	12"	18'	CONIFEROUS
40184	13"	12'	CONIFEROUS
40244	13"	12'	CONIFEROUS
40245	16"	18'	CONIFEROUS
40246	11"	22'	CONIFEROUS
40247	11"	12'	CONIFEROUS
40248	16"	12'	CONIFEROUS
40249	12"	10'	CONIFEROUS
40250	17"	18'	CONIFEROUS
40251	13"	14'	CONIFEROUS
40252	9"	14'	CONIFEROUS
40254	13"	18'	CONIFEROUS
40255	26"	26'	CONIFEROUS
40256	18"	22'	CONIFEROUS
40257	15"	20'	CONIFEROUS
40258	20"	22'	CONIFEROUS
40259	22"	23'	CONIFEROUS
40261	22"	25'	CONIFEROUS
40262	18"	18'	CONIFEROUS

POINT NO.	DBH (in.)	DRIP (ft.)	SPECIES
40263	17"	13'	CONIFEROUS
40264	16"	20'	CONIFEROUS
40265	11"	10'	CONIFEROUS
40266	20"	30'	CONIFEROUS
40267	15"	13'	CONIFEROUS
40268	23"	28'	CONIFEROUS
40269	14"	16'	CONIFEROUS
40270	20"	20'	CONIFEROUS
40271	14"	17'	CONIFEROUS
40272	11"	17'	CONIFEROUS
40273	12"	15'	CONIFEROUS
40274	12"	16'	CONIFEROUS
40275	7"	10'	CONIFEROUS
40276	24"	33'	CONIFEROUS
40277	11"	11'	CONIFEROUS
40278	24"	28'	CONIFEROUS
40279	10"	22'	CONIFEROUS
40280	15"	18'	CONIFEROUS
40281	11"	16'	CONIFEROUS
40282	16"	20'	CONIFEROUS
40283	8"	14'	CONIFEROUS
40284	20"	21'	CONIFEROUS
40285	12"	22'	CONIFEROUS

POINT NO.	DBH (in.)	DRIP (ft.)	SPECIES
40358	24"	19'	CONIFEROUS
40359	20"	18'	CONIFEROUS
40360	14"	10'	CONIFEROUS
40362	18"	24'	CONIFEROUS
40363	27"	38'	CONIFEROUS
40364	17"	24'	CONIFEROUS
40366	19"	23'	CONIFEROUS
40367	24"	18'	CONIFEROUS
40368	11"	8'	CONIFEROUS
40369	19"	18'	CONIFEROUS
40370	19"	18'	CONIFEROUS
40371	18"	12'	CONIFEROUS
40372	14"	10'	CONIFEROUS
40373	13"	10'	CONIFEROUS
40374	25"	32'	CONIFEROUS
40375	22"	24'	CONIFEROUS
40376	18"	20'	CONIFEROUS
40377	20"	16'	CONIFEROUS
40378	14"	15'	CONIFEROUS
40379	18"	16'	CONIFEROUS
40380	20"	22'	CONIFEROUS
40381	17"	16'	CONIFEROUS
40382	19"	24'	CONIFEROUS
40383	25"	38'	CONIFEROUS
40385	23"	28'	CONIFEROUS
40386	34"	42'	CONIFEROUS
40387	24"	30'	CONIFEROUS
40388	8"	10'	CONIFEROUS

POINT NO.	DBH (in.)	DRIP (ft.)	SPECIES
40286	25"	24'	CONIFEROUS
40287	33"	28'	CONIFEROUS
40288	15"	9'	CONIFEROUS
40289	20"	25'	CONIFEROUS
40290	16"	16'	CONIFEROUS
40291	17"	21'	CONIFEROUS
40292	20"	35'	CONIFEROUS
40293	9"	12'	CONIFEROUS
40294	23"	32'	CONIFEROUS
40295	7"	12'	CONIFEROUS
40296	12"	18'	CONIFEROUS
40297	9"	10'	CONIFEROUS
40298	13"	14'	CONIFEROUS
40299	18"	17'	CONIFEROUS
40300	20"	20'	CONIFEROUS
40301	10"	11'	CONIFEROUS
40302	34"	45'	CONIFEROUS
40303	13"	8'	CONIFEROUS
40304	37"	49'	CONIFEROUS
40305	13"	15'	CONIFEROUS
40306	19"	18'	CONIFEROUS
40307	31"	36'	CONIFEROUS
40308	14"	14'	CONIFEROUS

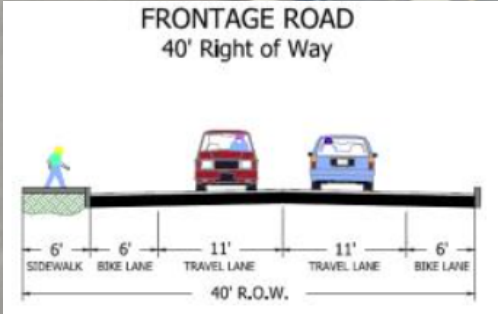
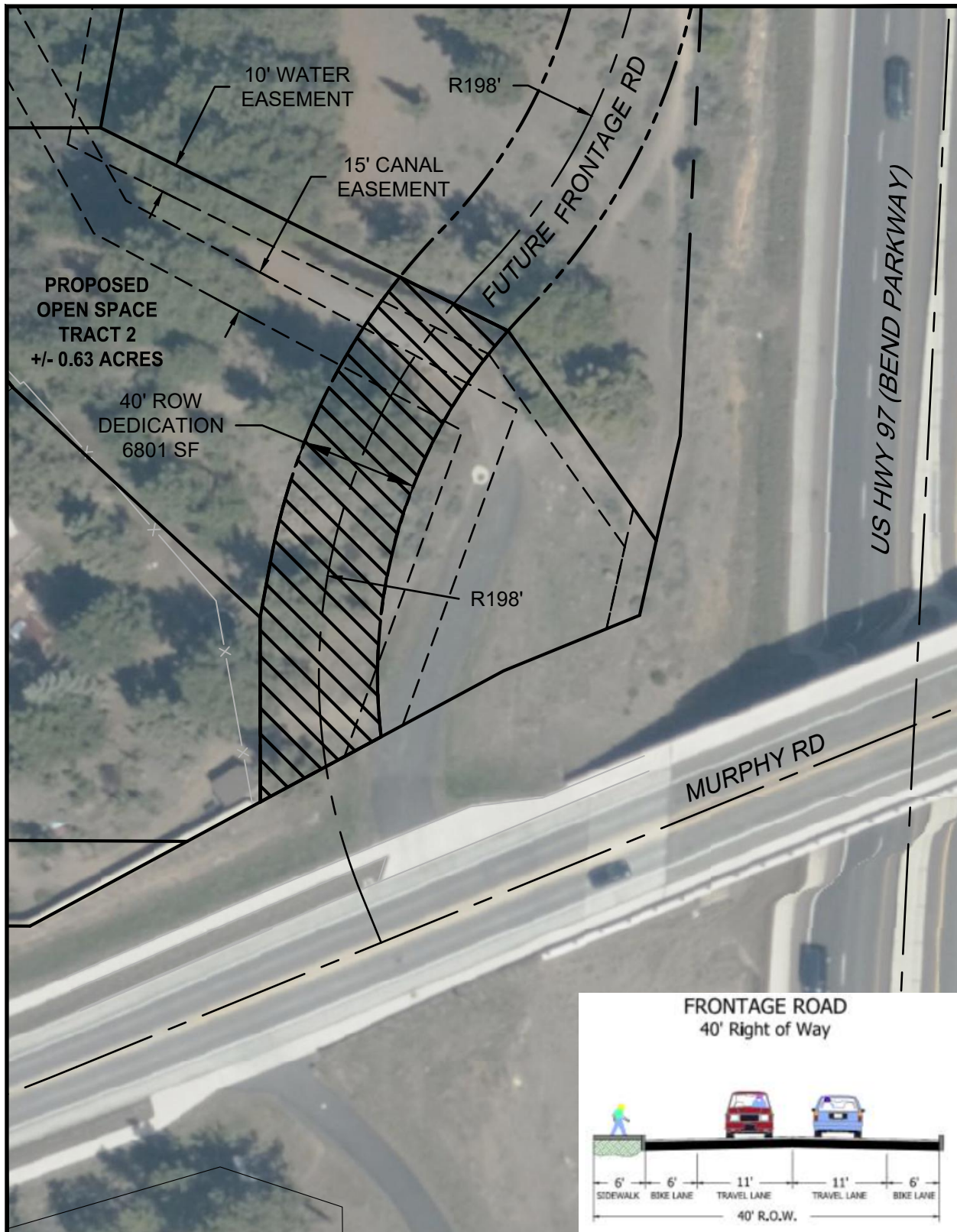
POINT NO.	DBH (in.)	DRIP (ft.)	SPECIES
40309	20"	16'	CONIFEROUS
40311	22"	18'	CONIFEROUS
40312	18"	15'	CONIFEROUS
40313	27"	32'	CONIFEROUS
40314	19"	16'	CONIFEROUS
40315	22"	20'	CONIFEROUS
40316	18"	14'	CONIFEROUS
40317	8"	8'	CONIFEROUS
40318	13"	17'	CONIFEROUS
40320	27"	22'	CONIFEROUS
40321	19"	16'	CONIFEROUS
40322	18"	15'	CONIFEROUS
40323	22"	12'	CONIFEROUS
40324	25"	20'	CONIFEROUS
40325	34"	36'	CONIFEROUS
40326	10"	8'	CONIFEROUS
40327	14"	11'	CONIFEROUS
40328	10"	9'	CONIFEROUS
40329	9"	6'	CONIFEROUS
40330	11"	8'	CONIFEROUS
40331	12"	10'	CONIFEROUS
40332	16"	13'	CONIFEROUS
40333	21"	15'	CONIFEROUS

POINT NO.	DBH (in.)	DRIP (ft.)	SPECIES
40334	27"	18'	CONIFEROUS
40335	36"	38'	CONIFEROUS
40336	14"	12'	CONIFEROUS
40337	16"	22'	CONIFEROUS
40338	24"	30'	CONIFEROUS
40339	17"	18'	CONIFEROUS
40340	28"	36'	CONIFEROUS
40341	15"	14'	CONIFEROUS
40342	18"	14'	CONIFEROUS
40343	19"	14'	CONIFEROUS
40344	16"	12'	CONIFEROUS
40345	17"	12'	CONIFEROUS
40347	14"	12'	CONIFEROUS
40348	9"	14'	CONIFEROUS
40349	20"	14'	CONIFEROUS
40350	32"	26'	CONIFEROUS
40351	28"	20'	CONIFEROUS
40352	28"	30'	CONIFEROUS
40353	22"	18'	CONIFEROUS
40354	24"	26'	CONIFEROUS
40355	11"	8'	CONIFEROUS
40356	19"	19'	CONIFEROUS
40357	24"	17'	CONIFEROUS

LEGEND

- PLAT BOUNDARY
- ADJACENT PROPERTY LINE
- RIGHT-OF-WAY CENTER LINE
- RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY DEDICATION
- FOUND MONUMENT
- EXISTING CURB LINE
- EXISTING FENCE LINE
- EXISTING GAS LINE
- EXISTING STORM DRAIN LINE
- EXISTING WATER LINE
- EXISTING POWER LINE
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING COMMUNICATIONS RISER
- EXISTING POWER TRANSFORMERS
- EXISTING TREE

SHEET NO. 2 OF 2	JOB NO. 297-7414-004	PREPARED FOR: BPRD
	JOB NAME: PINEBROOK	
	DRAWN: KDC	Parametrix 150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701 Ph: 541.508.7710
	CHECKED: CAP	
SCALE: 1" = 60'		
DATE: JULY 17, 2025		



NOTE: This exhibit was prepared to evaluate right-of-way feasibility and intersection location consistent with the COA. The layouts are conceptual and do not represent a final design; intersection control, multimodal elements, grading, and full compliance with applicable standards will need to be confirmed during subsequent design phases.

Parametrix

DATE: April 9, 2026 FILE: FRONTAGE-RD-ROW-LAYOUT_551CD

FRONTAGE RD ROW DEDICATION EXHIBIT

**BEND PARK AND RECREATION DISTRICT
RESOLUTION NO. 2026-06
AUTHORIZING THE PURCHASE OF PINEBROOK COMMON AREA AND DESIGNATING
AUTHORIZED SIGNATORIES**

WHEREAS, Bend Park and Recreation District (“District”), as buyer, and Pinebrook Homeowners Association, as seller, entered into that certain Purchase and Sale Agreement dated May 21, 2025 as amended by that certain First Amendment to Purchase and Sale Agreement dated December 15, 2025 and that certain Second Amendment to Purchase and Sale Agreement dated May 21, 2025, (including all other amendments and addenda thereto, the “PSA”); and

WHEREAS, the parties desire to further amend the PSA to increase the size of the purchased property by approximately 6,801 square feet and adjust the purchase price as set forth in a proposed Third Amendment to Purchase and Sale Agreement (the “Third Amendment”); and

WHEREAS, the District’s Board of Directors (“Board”) desires to memorialize its approval of the PSA (including, without limitation, the Third Amendment) and designate authorized signatories to execute documents necessary to effectuate the PSA.

NOW, THEREFORE, BE IT RESOLVED, that those instruments comprising the PSA that have already been executed are hereby ratified and approved.

BE IT FURTHER RESOLVED, that Third Amendment is hereby approved.

BE IT FURTHER RESOLVED, that the Board authorizes the following persons to execute, on behalf of District, the PSA, any documents or instruments contemplated by or associated with the PSA, and any documents or instruments otherwise necessary to effectuate the transactions contemplated by the PSA including, without limitation, the Third Amendment and such other amendments or addenda to the PSA that the authorized signatory believes to be in the best interests of the District:

Michelle Healy, Executive Director

BE IT FURTHER RESOLVED, that the Third Amendment will not be effective unless and until executed by District’s authorized signatory.

BE IT FURTHER RESOLVED, that this Resolution supersedes and replaces all prior resolutions or authorizations relating to the PSA.

[signatures on next page]

ADOPTED by the Board of Directors of the Bend Park and Recreation District this 2nd day of June, 2026.

Donna Owens, Board Chair

Attest:

Michelle Healy, Executive Director

BOARD AGENDA COMMUNICATION

AGENDA DATE:	June 2, 2026
SUBJECT:	Enterprise Vehicle Leasing Agreement
STAFF RESOURCE:	Kristin Toney, Administrative Services Director JoAnna Edwards, Purchasing and Contract Coordinator Sasha Sulia, Park Services Director
PREVIOUS BOARD ACTION:	April 21, 2026 – work session discussion
ACTION PROPOSED:	Authorize the executive director to execute vehicle leasing agreement with Enterprise
STRATEGIC PLAN:	
Priority:	Service
Goal:	Steward fiscal resources, and further environment 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

The district relies on a diverse fleet to support operations across all service areas and maintains approximately 86 vehicles, including trucks, vans, buses, SUVs, and specialty equipment. About half are used daily, with the rest supporting seasonal programs and peak service periods.

The fleet includes a wide range of vehicle ages and conditions. Approximately 42 percent of vehicles are model year 2008 or older. This contributes to higher maintenance costs, reduced fuel efficiency, and increased operational risk.

As discussed at the April 21, 2026, work session, staff identified several challenges with the current ownership model:

- Aging vehicles and deferred replacements
- Rising and unpredictable maintenance and replacement costs
- Operational downtime impacting service delivery
- Safety concerns and outdated vehicle features
- Administrative burden related to warranties and recalls

These challenges, combined with uneven replacement cycles and increasing capital costs, prompted staff to evaluate alternative fleet management strategies.

EVALUATION PROCESS

Staff came together in August 2025 to address the challenges of an aging fleet and began exploring a range of possible solutions. From August through November, the team conducted an internal

evaluation that included research into cooperative purchasing options and initial engagement with Enterprise Fleet Management. In November, discussions focused on financial forecasting and long-term fleet strategy. Leasing emerged as the standout option, and the concept was introduced to the board at a workshop on January 23, 2026. Between February and March, staff conducted outreach to peer governments currently using leasing and continued internal reviews. Leasing was brought to the board for formal discussion during a work session on April 21, which also included cooperative contracting considerations. Leasing also came up for discussion during the budget committee meeting on May 12.

Staff considered a variety of factors, ultimately landing on a recommendation to pursue leasing.

Factor	Ownership	Leasing
Upfront Cost	High capital outlay	No large upfront cost
Annual Budgeting	Variable, unpredictable	Fixed, predictable
Maintenance Risk	Agency bears full risk	Often included or reduced
Replacement Timing	Often delayed	Built into lifecycle
Cash Flow Impact	Spikes in capital years	Evenly distributed
Total Cost Control	Reactive	Proactive and planned

Continuing with the purchasing approach does not resolve the underlying issues or long-term costs associated with the aging fleet without tradeoffs. The following table is an estimate of costs between leasing versus purchase over the next five years:

Leasing Model

	Year 1	Year 2	Year 3**	Year 4	Year 5	
Leasing*	315,000	460,000	600,000	600,000	600,000	
Fuel	72,000	69,000	67,000	67,000	67,000	
Maintenance	50,000	43,000	36,000	36,000	36,000	
Total Fleet budget	437,000	572,000	703,000	703,000	703,000	3,118,000
# of vehicles over 20years old	-	-	-	-	-	

* does not include complete equity trade in (would lower lease payment)

** new landscape crew

Current Purchasing/Management Model

	Year 1	Year 2	Year 3**	Year 4	Year 5	
Purchase*	315,000	700,000	900,000	700,000	700,000	
Fuel	90,000	90,000	87,000	85,000	83,000	
Maintenance	75,000	75,000	68,000	65,000	65,000	
Total Fleet budget	480,000	865,000	1,055,000	850,000	848,000	4,098,000
# of vehicles over 20 years old	23	21	22	22	18	

* This is all we can afford without cutting projects

** new landscape crew

While the purchase scenario reflects what the district can probably afford without cutting other projects, it still results in a higher five-year total cost of approximately \$4.1 million compared to \$3.1 million under leasing, while also maintaining many vehicles beyond 20 years of age. Annual costs for the purchase model are also more volatile, peaking at over \$1 million in Year 3, which creates pressure on the broader capital plan. To sustain the purchasing approach, the district would likely defer or finance other priorities, rather than addressing them with available funding. In contrast, leasing provides a more predictable and lower overall cost structure, reduces fuel and

maintenance expenses over time, and systematically replaces aging vehicles without requiring tradeoffs that impact other critical capital investments.

COOPERATIVE CONTRACTING

Staff also researched using a cooperative purchasing contract for leasing with Enterprise Fleet Management. Cooperative contracts are authorized under ORS 279A.200 through 279A.225 and allow the district to use a competitively solicited contract awarded by another public agency or cooperative purchasing organization.

The Sourcewell cooperative contract provides:

- Compliance with public procurement requirements
- Administrative efficiency by avoiding separate solicitation
- Pre negotiated pricing and favorable terms
- Reduced risk through standardized contract structure and vendor accountability

Staff considered conducting a district-led solicitation. This would require significant staff time without a reasonable expectation of improved pricing or service. The cooperative contract allows the district to move forward with an established, best value solution. Staff reviewed the Sourcewell contract and determined it meets district procurement requirements and provides strong value based on total cost of ownership, service levels, implementation timeline, and reduced operational risk.

Enterprise Fleet Management serves over 25,000 organizations nationwide, including multiple Oregon local governments. Reference checks with peer agencies indicate strong satisfaction with cost predictability, vehicle availability, and customer service. The district's legal counsel has also reviewed the proposed contract.

Under Enterprise's leasing model, decision making authority and control over the fleet remain firmly with the district. Staff continue to determine vehicle types, replacement timing, use standards, and service levels based on operational needs and strategic priorities. Enterprise serves as a financing and fleet management partner, providing market expertise, procurement support, and lifecycle data, but does not dictate fleet composition or operational decisions. This structure allows the district to retain full policy and budget control while benefiting from enhanced analytics, replacement planning, and purchasing efficiencies, ensuring that fleet decisions continue to align with organizational goals and service expectations.

If the district chose to discontinue the leasing program, it could do so in a controlled and phased manner without long term obligation. The program is structured so that each vehicle lease stands on its own, allowing the district to stop adding new vehicles to the lease portfolio and transition back to purchasing over time. As existing lease terms expire, the district would have the option to return vehicles, purchase them at fair market value, or replace them through another funding approach. This flexibility ensures there is no large-scale financial penalty or lock in, and it allows the district to adjust direction based on financial conditions, operational priorities, or evolving fleet strategies while maintaining continuity in service delivery.

If the proposed contract is approved by the board, the district would start by replacing 27 vehicles and buying three new ones this coming fiscal year at an estimated cost of \$315,000. The actual cost

to the district will be partially offset by the sale of the district's existing vehicles being replaced, which would be credited against the purchase of the new vehicles (estimated to be over \$100,000).

If the leasing agreement is not approved, the district will continue with the existing replacement approach using the \$315,000 available in the proposed fiscal year 2027 budget to purchase approximately three to four vehicles, instead of the 30 proposed to be leased. Additional replacements would rely on future funding transferred to the Equipment Reserve Fund, reducing future transfers to the Facility Reserve Fund.

BUDGETARY IMPACT

Vehicle leasing costs of \$315,000 have been incorporated into the Park Service's Department 2027 fiscal year operating budget as predictable monthly expenses, replacing large, irregular capital outlays. This model improves budget stability and forecasting accuracy while reducing exposure to unplanned repair and replacement costs. Long-term leasing may slow the need to add more positions in the fleet division as the district grows.

STAFF RECOMMENDATION

Staff recommend that the board authorize the executive director to execute a vehicle leasing and fleet management agreement with Enterprise Fleet Management using the Sourcewell cooperative purchasing contract.

MOTION

I move to authorize the executive director to execute a vehicle leasing and fleet management agreement with Enterprise Fleet Management using the Sourcewell cooperative purchasing contract.

ATTACHMENT

Attachment A-Fleet Leasing Agreements with Enterprise Fleet Management (6 in total)



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

Initials: EFM _____ Customer _____
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(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____

Initials: EFM_____ Customer_____

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FLEET MANAGEMENT**AMENDMENT TO MASTER EQUITY LEASE AGREEMENT**

THIS AMENDMENT ("Amendment") dated this ____ day of _____, 2026 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of _____, 2026 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Bend Park & Recreation District ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 8(a) of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of, Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. Lessor acknowledges that Lessee will attach removable equipment to Vehicle and Lessor agrees that such equipment may be removed by Lessee prior to the Vehicle's return to Lessor. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

Section 10 of the Master Equity Lease Agreement is amended to read as follows:

Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"), except for such loss, damage or destruction caused by the gross negligence or intentional misconduct of Servicer. In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

Except in the event of the gross negligence or willful misconduct of Servicer or any other agent of Lessor, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.



FLEET MANAGEMENT

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

Bend Park & Recreation District (Lessee)

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____



AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and Bend Metro Park and Recreation District (hereinafter referred to as "CUSTOMER"), on the other hand on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$ 450 or the maximum permitted by law ("Service Fee").
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. **Indemnification and Hold Harmless:** Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. **Risk of Loss:** Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. **Liens, Judgments, Titles and Defects:** CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. **Odometer:** Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. **Bankruptcy:** Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. **Compliance with Laws:** EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. **Insurance:** CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. **Term:** This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. **Modification:** No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. **Liability Limit:** EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. **Attorney's Fees:** In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. **Authorization:** Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. **Independent Contractor:** EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. **Unsold Vehicles:** Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

“ENTERPRISE”

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

“CUSTOMER”

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

Schedule 1

Enterprise Leasing Company of STL, LLC
 Enterprise Leasing Company of Georgia, LLC
 Enterprise Leasing Company of Florida, LLC
 Enterprise Leasing Company of KS LLC
 EAN Holdings, LLC
 Enterprise Leasing Company of Orlando, LLC
 Enterprise Leasing Company of Indianapolis, LLC
 Enterprise Rent-A-Car Company of Boston, LLC
 Enterprise Leasing Company of Denver, LLC
 Enterprise Leasing Company of Chicago, LLC
 Enterprise RAC Company of Maryland, LLC
 Enterprise Leasing Company of Philadelphia, LLC
 Enterprise RAC Company of Baltimore, LLC
 Enterprise Leasing Company of Minnesota, LLC
 Enterprise Leasing Company of Detroit, LLC
 Enterprise Leasing Co of Norfolk/ Richmond, LLC
 Enterprise Rent-A-Car Co of San Francisco, LLC
 ELRAC, LLC
 SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
 Enterprise Rent-A-Car Company of Los Angeles, LLC
 Enterprise RAC Company of Cincinnati, LLC
 CLERAC, LLC
 Enterprise Rent-A-Car Company of Pittsburgh, LLC
 Enterprise Rent-A-Car Company of Wisconsin, LLC
 Enterprise Rent-A-Car Company of UT, LLC
 CAMRAC, LLC
 Enterprise Rent-A-Car Company of Rhode Island, LLC
 Enterprise Leasing Company of Phoenix, LLC
 Enterprise Leasing Company- Southeast, LLC
 Enterprise Leasing Company- West, LLC
 Enterprise Leasing Company- South Central, LLC
 PENRAC, LLC
 Enterprise Rent-A-Car Company of KY, LLC
 Enterprise Rent-A-Car Company - Midwest, LLC
 Enterprise RAC Company of Montana/Wyoming, LLC



CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and Bend Metro Park and Recreation District (hereinafter referred to as "CUSTOMER") on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of Parks & Rec.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$ 450 ("Service Fee") plus towing at prevailing rates.
5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. Time for Payment:
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. **Liens, Judgments, Titles and Defects:** CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. **Odometer:** Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.
10. **Bankruptcy:** Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. **Compliance with Laws:** Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. **Insurance:** CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
13. **Term:** This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. **Modification:** No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. **Liability Limit:** In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.
17. **Attorney's Fees:** In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
18. **Authorization:** Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____



INDEMNITY AGREEMENT

This Indemnity Agreement is entered into as of the date of the last signature set forth on the signature page below, by and between Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and the company whose name and address are set forth on the signature page below ("Company").

WITNESSETH:

INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify Company from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Company may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between Company and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and Company have executed this Indemnity Agreement as of the day and year first below written.

Company: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____



MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

1. ENTERPRISE CARDS: EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

4. RENTAL VEHICLES: The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

5. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

7. NOTICES: Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

8. FEES: EFM will charge the Company for the service under this Agreement \$ 6 per month per Card.

9. MISCELLANEOUS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

COMPANY: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____



TELEMATICS SERVICES AGREEMENT

As of this ____ day of _____, 20____, (the "Effective Date") the parties below have agreed to the following Telematics Services Agreement (the "Agreement"), to be effective upon the later of the Effective Date of this Agreement and the effective dates of the following agreement(s) between the parties.

[select any or all that apply]

Master Equity Lease Agreement (with schedules), dated _____, 20____.

Master Walkaway Lease Agreement (with schedules), dated _____, 20____.

WHEREAS, Enterprise Fleet Management, Inc. ("EFM") offers in-vehicle Telematics Device(s) (as defined below) from select partners and EFM is willing to make the Telematics Device available for purchase, installation and use by Customer, as defined below, consistent with the terms of this Agreement; and

WHEREAS, the undersigned (the "Customer") desires to purchase, have installed and use the Telematics Device in accordance with the terms of this Agreement;

WHEREAS, in connection with the Telematics Device, Customer will have to obtain wireless services and software services from third party service providers other than EFM; and

NOW THEREFORE, in consideration for the mutual promises contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following.

1. Telematics Device Acknowledgement and Release. The Telematics Device(s) shall mean any systems, hardware, software and/or other components and services that enable the collection, generation and/or transmission of information about the condition and/or operation of the Vehicle (as defined below), driving activities or actions of the Vehicle driver, Vehicle locations traveled and mileage driven and/or other Vehicle mechanical and operational data (the "Telematics Data" or "Data"). Customer acknowledges that the functionality of Telematics Devices and types of Data generated or available may change. By its signature below, Customer acknowledges that the Telematics Device may include systems which utilize cellular telephone and/or radio signals to transmit Data and communication and, therefore, privacy of such Data cannot be guaranteed and is specifically disclaimed as a condition of this Agreement and as a condition to receiving the Telematics Device. **CUSTOMER RELEASES EFM AND ITS PARENT COMPANY AND AFFILIATES, THE OPERATOR OF THE TELEMATICS SYSTEM, THE APPLICABLE SOFTWARE PROVIDER(S), THE WIRELESS CARRIER(S) AND OTHER SUPPLIERS OF COMPONENTS AND/OR SERVICES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS FROM ANY DAMAGE (INCLUDING INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES) TO PERSONS (INCLUDING WITHOUT LIMITATION CUSTOMER AND ANY DRIVER OR PASSENGER OF THE VEHICLE) OR PROPERTY ARISING FROM (I) THE INSTALLATION AND USE OF THE TELEMATICS DEVICE AND/OR (II) ANY FAILURE OF THE TELEMATICS DEVICE TO OPERATE PROPERLY.** Third party service providers are not agents or employees of EFM, and EFM shall have no liability or responsibility with respect to the acts or omissions of those parties.

2. Use, Access, Ownership and Storage of Telematics Data. Customer acknowledges that the Telematics Data may be collected, generated and transmitted and that Customer shall be entitled to access, use and disclose such Data in its sole discretion. Customer shall be considered the owner of all such Data. Customer retains ultimate and sole responsibility with regard to (i) the selection of categories of Data and establishment of parameters and criteria Customer wishes to receive through its utilization of a Telematics Device, (ii) the types of reports Customer wishes to receive based on the categories of Data and criteria and parameters Customer has selected, and (iii) the monitoring, usage and disclosure of such Data. By way of example, EFM may provide Customer a driver safety scorecard based on categories of Data and safety criteria and an overall scoring methodology selected by Customer; EFM will provide Customer reports strictly based on Customer's criteria and Customer will be solely responsible for interpreting and drawing conclusions from the reports, including whether, based on Customer's criteria, a driver is actually a safe driver or not, and Customer will be solely responsible for deciding what action, if any, should be taken regarding any particular drivers.

EFM's responsibility to Customer with respect to the Data shall be limited as follows: (i) to arrange for the storage of the Data, which may be stored in EFM's environment, an EFM affiliate's environment and/or in an unaffiliated third party subcontractor's environment; (ii) to provide access to the Data to Customer; and (iii) to provide reports to the Customer solely based on categories of Data and parameters identified and selected by Customer.

Customer agrees that EFM and its parent company and affiliates may:

- (A) Collect, access, use and/or disclose the Data for the following purposes: (a) to provide services to Customer; (b) to provide or offer additional products and services to Customer; (c) to check, maintain, diagnose, update or repair Customer's Vehicles; (d) to assist or support Customer with managing its vehicle fleet (e) to comply with any other request from Customer; and/or (f) to disclose the Data to a third party as is necessary to accomplish (a) through (e). If additional services are required, the parties may need to enter into a separate agreement;
- (B) Collect, access, use and/or disclose the Data to comply with the request or order of a governmental or law enforcement authority; and
- (C) Collect, access, use and/or disclose aggregated and anonymized Data for any purposes.

For clarity, no access and/or use of the Data by EFM or its parent company or affiliates shall impose on EFM, its parent company or affiliates any responsibility to monitor the Data or Customer's drivers and/or fleet for any purpose, including without limitation, for safety purposes, and Customer hereby releases and holds harmless EFM from any liability, claims or damages relating thereto. For purposes hereof, "monitor" means the process of reviewing, checking and/or evaluating the Data, whether over a period of time, as part of a regular review or otherwise.

3. Compliance with Privacy Laws; Notices and Consents. Customer agrees to comply with any and all federal, state and local laws, rules, and regulations pertaining to the collection, storage, protection, sharing and use of, and access to, the Telematics Data (“Laws”). Customer will also (a) provide notice to employees/drivers of a Vehicle equipped with a Telematics Device that such Vehicle is so equipped, resulting in the collection, use, sharing and storage of Data, and that such collection, use, sharing and/or storage may be undertaken by Customer, EFM or a third party; and (b) obtain driver consent to the collection, use, sharing and storage of such Data as described in this Agreement.

4. Vehicles. This Agreement shall only apply to those vehicles (i) leased to Customer by EFM or an affiliate of EFM in which EFM is servicer under such lease or (ii) owned by Customer, provided that Customer has a valid Master Walkaway or Equity Lease Agreement (with schedules) in force with EFM or an affiliate of EFM ((i) or (ii), a “Vehicle”).

5. Purchase, Activation and Warranty. Customer shall pay EFM the standard price as set by EFM for each Telematics Device. Warranty terms and other terms and conditions shall be those as provided by the hardware and equipment manufacturer(s) and software licensor(s) at the time of installation. Customer acknowledges that EFM does not provide the software or hardware for the telematics services on the Vehicles, but rather EFM arranges for provision of the same by third parties. **EFM MAKES NO, AND EXPRESSLY DISCLAIMS EVERY, REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES (INCLUDING ANY TELEMATICS SERVICES) PROVIDED FOR UNDER THIS AGREEMENT BY EFM OR THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPLIANCE WITH SPECIFICATIONS, AVAILABILITY, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. FURTHERMORE, EFM MAKES NO, AND EXPRESSLY DISCLAIMS EVERY, REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE TELEMATICS DEVICE(S) WILL NOT BE SUBJECT TO EAVESDROPPERS, HACKERS, ATTACKS, VIRUS, INTERCEPTORS OR ANY SIMILAR THREAT. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE CUSTOMER OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF ANY CHARGES DUE UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES AND THEIR AFFILIATES.**

6. Training. The third party service provider shall provide Customer and its employees with training and support materials on the functionality and use of the Telematics Device(s). At all times, Customer shall utilize commercially reasonable efforts to adhere to the training and maintain the Telematics Device(s) in a good and safe operating condition (normal wear and tear excepted).

7. Wireless Service Provider and Agreement; Software Agreement; Termination. Customer shall execute a Wireless Service Agreement with a telecommunications carrier identified by EFM as a condition to the purchase and installation of the Telematics Devices. Customer shall also execute an on-line End User Software Agreement with a third party vendor identified by EFM that licenses to Customer the software necessary to support the use of the Telematics Devices. Customer acknowledges and agrees that EFM will have no liability or obligation with respect to any third party vendor or telecommunications carrier or any services provided by either, including, without limitation, any costs or expenses relating to any delay, failure or disruption of wireless services or software. Customer acknowledges that the Wireless Services Agreement and/or End User Software Agreement will provide for an ongoing, regular monthly charge, payable by Customer, for the use of the wireless services and software associated with the Telematics Devices by Customer. EFM shall not be a party to such Wireless Services Agreement or End User Software Agreements but termination of the same (for any reason) shall terminate this Agreement, unless otherwise agreed in writing by EFM. Termination of the agreement(s), as described above, with respect to the Vehicles and termination of this Agreement may terminate Customer's Wireless Services Agreement. Early termination of the Wireless Services Agreement may require Customer to pay an early termination fee or other charges. Customer agrees to provide EFM with prompt and complete notice of any termination of its Wireless Service Agreement and any other modifications to the same. This Agreement will terminate upon the earlier to occur of (i) written notice by EFM to Customer, or (ii) upon expiration or termination of all leases between Customer and EFM or an affiliate of EFM.

8. Indemnification. Customer warrants, represents, and agrees to defend, indemnify and hold EFM, its parent company, and its affiliates and their employees, officers, directors and managers (“EFM Indemnified Persons”) harmless from and against any and all losses, damages, liabilities, suits, claims, demands, causes of action, government investigations, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and expenses) (“Losses”) which an EFM Indemnified Person(s) may incur by reason of the following: (a) Customer's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement or its Wireless Services Agreement or End User Software Agreement; (b) as a result of any loss, claim, damage, theft or destruction of any hardware or software, or related to or arising out of or in connection with the use, operation or condition of any of the Telematics Device(s) or Telematics Data; (c) any failure by Customer to provide any requisite disclosures or notice, or to obtain any consent or opt-out relating to the use of a Telematics Device or the collection and use of the Telematics Data pursuant to Section 3 of this Agreement or as may be required by applicable law; (d) any failure by Customer and/or its designated agents to properly access, monitor, use, secure or safeguard any Data; (e) any deliberate attack, interception, hack or interference with the Telematics Device(s) by any person, the result of which may allow such person to gain control of the Vehicle or unauthorized access to Data; and (f) any allegation or claim that an EFM Indemnified Person has or had a duty to monitor the Vehicles or Telematics Device(s) or duty to warn Customer or any other person, company or governmental authority with respect to Data obtained by the Telematics Device(s) or any similar claim.

EFM agrees to defend, indemnify and hold Customer harmless from and against any and all Losses which Customer may incur by reason of the following: (a) EFM's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement; and (b) any failure by EFM to comply with Laws applicable to EFM and the services provided by EFM to Customer under this Agreement.

The provisions of this Section 8 shall survive any expiration or termination of this Agreement.

9. Limitation of Liability. IN NO EVENT SHALL EFM, ITS PARENT COMPANY OR ANY OF THEIR AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF DATA, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10. Miscellaneous. All terms and conditions of the agreement(s) otherwise referenced herein shall continue in full force and effect and are hereby ratified and confirmed by the parties. The parties agree that this Agreement is the full and complete agreement between the parties with respect to the Telematics Device described herein and shall only be modified upon written agreement of both parties hereto. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Customer may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM, which shall be in EFM's sole discretion. Any provision of this Agreement may be amended, but only if such amendment is in writing and is signed by Customer and EFM. EFM may provide additional services related to this Agreement in the future, and the parties agree that if Customer elects such additional services, the parties will amend this Agreement related to such services.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS, the parties have executed this Agreement, as of the dates respectively provided below.

"ENTERPRISE FLEET MANAGEMENT, INC."

Customer Name: _____

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____

BOARD AGENDA COMMUNICATION

AGENDA DATE:	June 2, 2026
SUBJECT:	Resolution No. 2026-07 Adopting the Five-Year Capital Improvement Plan for Fiscal Years Ending 2027-2031
STAFF RESOURCE:	Brian Hudspeth, Director of Planning & Development Kristin Donald, Administrative Services Director
PREVIOUS BOARD ACTION:	The board last adopted the Capital Improvement Plan on June 3, 2025.
ACTION PROPOSED:	Adopt Resolution No. 2026-07, Adopting the Five-Year Capital Improvement Plan for Fiscal Years Ending 2027-2031.
STRATEGIC PLAN:	
Priority:	Service
Goal:	Support the recreational needs of an evolving community through programming, parks, trails and facilities.
Strategy:	Maintain adopted levels of service targets for parks, trails and facilities.

BACKGROUND

The district's Capital Improvement Plan (CIP) identifies and summarizes all approved and proposed district capital expenditures and revenue sources for a period of five years into the future. The board of directors revises and adopts the district's five-year CIP during the annual budget process. The CIP summary for fiscal years ending 2027-2031, attached to Resolution No. 2026-07 as Exhibit A, was presented to the budget committee on May 12, 2026.

BUDGETARY IMPACT

The 2027-2031 Capital Improvement Plan totals \$70,453,694 in planned capital expenditures. \$37,861,578 (54%) is funded with System Development Charge revenues, \$22,738,741 (32%) is funded with property tax revenues, and \$9,853,375 (14%) is funded with alternative funding.

STAFF RECOMMENDATION

Staff recommend adoption of Resolution No. 2026-07 adopting the Five-Year Capital Improvement Plan for Fiscal Years Ending 2027-2031.

MOTION

I make a motion to adopt Resolution No. 2026-07, adopting the Five-Year Capital Improvement Plan for fiscal years ending 2027-2031.

ATTACHMENTS

1. Resolution No. 2026-07 Adopting the Five-Year Capital Improvement Plan for Fiscal Years Ending 2027-2031
2. Exhibit A: Five-Year Capital Improvement Plan Summary for Fiscal Years Ending 2027-2031

BPRD RESOLUTION NO. 2026-07
A RESOLUTION ADOPTING THE BEND PARK AND RECREATION DISTRICT FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS ENDING 2027-2031

WHEREAS, pursuant to ORS 223, the Bend Park and Recreation District adopted a Capital Improvement Plan (“CIP”) on June 3, 2025 with BPRD Resolution No. 2025-11, and

WHEREAS, the board has re-examined the park and facility needs for the district and finds that the projects identified on the attached Exhibit A: Bend Park and Recreation District Five Year Capital Improvement Plan for Fiscal Years Ending 2027-2031 are in the public interest and necessary to serve park, recreation, facility and trail needs of the district; and

WHEREAS, the board adopted Ordinance No. 13, and Resolution No. 2025-04, A Methodology for Calculating Systems Development Charges, indicating the intention to adopt this resolution.

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

1. The Bend Park and Recreation District Five Year Capital Improvement Plan for Fiscal Years Ending 2027-2031, attached hereto as Exhibit A, is hereby adopted.
2. The CIP includes those projects that are needed to serve the park, recreation facility and trail needs of district residents in fiscal years ending June 30, 2027-2031 including future needs related to residential growth and development as specified in Ordinance No. 13 and Resolution No. 2025-04 pursuant to ORS 223.
3. The CIP identifies both those projects and portions of projects eligible to be funded using System Development Charge (“SDC”) revenue as well as those projects funded by other revenue sources. Those expenditures from the SDC Improvement Fee fund and the SDC Reimbursement Fee fund shall be accounted for separately in accordance with statutory requirements for the use of SDC revenues.

ADOPTED by the Board of Directors of the district on this 2nd day of June 2026.

Donna Owens, Board Chair

Attest:

Michelle Healy, Executive Director

**Bend Park and Recreation District
Five-Year Capital Improvement Plan (CIP)
for Fiscal Years Ending 2027-2031**

Project Type	Project Stage	Approved Funding Allocation	Prior Years Spent	Current Year-end estimate to spend	Prior and Current Fiscal Years	FY2027-31 Funding Allocation by Source									
						Property Tax Revenue	SDC Improvement	SDC Reimbursement	Alternative	Alt. Type	Total FY 27-31	FY 26-27 Total	FY 27-28 Total	FY 28-29 Total	FY 29-30 Total
Community Parks															
Pine Nursery Park Ph. 4 (Pending Partnership)	Design Development	78,504	27,927	-	27,927	-	50,577	-	-	-	50,577	-	50,577	-	-
Pine Nursery Park Ph. 5	Bid Award	8,750,000	605,460	6,975,540	7,581,000	350,000	419,000	-	400,000	2	1,169,000	1,169,000	-	-	-
Sawyer Park	Bidding	3,337,754	336,627	30,000	366,627	495,625	-	500,000	1,975,502	1	2,971,127	1,900,000	1,071,127	-	-
Total Community Parks		12,166,258	970,014	7,005,540	7,975,554	845,625	469,577	500,000	2,375,502		4,190,704	3,069,000	1,121,704	-	-
Neighborhood Parks															
Land Acquisitions	Order of Magnitude	9,500,000	-	-	-	-	9,500,000	-	-	-	9,500,000	2,700,000	1,700,000	1,700,000	1,700,000
Park Search Area 5 (Talline)	Order of Magnitude	1,767,500	-	-	-	-	1,767,500	-	-	-	1,767,500	300,000	250,000	1,217,500	-
Park Search Area 11 (Discovery West Park/TH)	Order of Magnitude	2,923,050	829,955	-	829,955	-	2,093,095	-	-	-	2,093,095	-	750,000	-	90,000
Park Search Area 14 (Parkside Place)(Bear Creek)	Order of Magnitude	2,096,400	-	-	-	-	2,096,400	-	-	-	2,096,400	890,000	-	-	250,000
Park Search Area 24 (Stevens Ranch)	Order of Magnitude	1,684,178	-	-	-	-	1,684,178	-	-	-	1,684,178	-	380,000	280,000	1,024,178
Park Search Area 27 (Constellation Crest)	Order of Magnitude	1,175,000	-	-	-	-	1,175,000	-	-	-	1,175,000	-	-	-	825,000
Park Search Area 28 (Easton) (SE Area Plan)	Order of Magnitude	2,128,763	625	270,000	270,625	-	1,858,138	-	-	-	1,858,138	216,000	1,587,138	55,000	-
Coulter Grove Park (Park Search Area 18)	Design Development	2,000,000	138,081	115,000	253,081	-	1,746,919	-	-	-	1,746,919	998,460	748,459	-	-
Park Search Area 20 (Pinebrook Property)	Order of Magnitude	1,500,000	15,820	300,000	315,820	-	1,184,180	-	-	-	1,184,180	200,000	550,000	434,180	-
Park Search Area 41 (Ponderosa Pines)	Order of Magnitude	580,000	-	-	-	-	580,000	-	-	-	580,000	-	-	-	580,000
UGB Expansion Area (Caldera Ranch)	Order of Magnitude	470,000	-	-	-	-	470,000	-	-	-	470,000	-	-	-	250,000
Total Neighborhood Parks		25,824,891	984,481	685,000	1,669,481	-	24,155,410	-	-	-	24,155,410	5,304,460	5,965,597	3,686,680	4,139,178
Trails															
DRT Galveston to Millers Landing	Construction Documents	514,068	157,343	-	157,343	-	356,725	-	-	-	356,725	356,725	-	-	-
Riley Ranch Nature Reserve Bridge	Design Development	25,000	-	-	-	-	25,000	-	-	-	25,000	-	-	-	25,000
DRT Putnam to Riley Ranch	Order of Magnitude	155,000	440	-	440	-	154,560	-	-	-	154,560	-	-	40,000	114,560
DRT Kirkaldy to Putnam	Order of Magnitude	63,100	3,662	-	3,662	-	59,438	-	-	-	59,438	-	-	9,438	50,000
Deschutes River Trail North Trailhead	Order of Magnitude	320,000	-	-	-	-	320,000	-	-	-	320,000	-	20,000	280,000	20,000
Miscellaneous Trails	Order of Magnitude	500,000	-	-	-	-	500,000	-	-	-	500,000	100,000	200,000	100,000	50,000
North Unit Irrigation Canal Trail (NUID)	Construction Documents	512,000	302,369	87,692	390,061	-	121,939	-	-	-	121,939	121,939	-	-	-
COHCT Reed Mkt To Hansen Park	Order of Magnitude	425,175	-	-	-	-	425,175	-	-	-	425,175	-	-	-	200,000
South UGB Access & Connections	Order of Magnitude	300,000	-	70,000	70,000	-	230,000	-	-	-	230,000	230,000	-	-	-
Big Sky Trail (Hwy 20 Undercrossing 5)	Order of Magnitude	50,000	-	-	-	-	50,000	-	-	-	50,000	50,000	-	-	-
Total Trails		2,864,343	463,814	157,692	621,506	-	2,242,837	-	-	-	2,242,837	858,664	220,000	429,438	434,560
Regional / Community Wide															
Art Station & Larkspur Parking Considerations	Bid Award	5,525,000	340,144	3,285,000	3,625,144	-	1,874,856	-	25,000	1	1,899,856	1,899,856	-	-	-
Columbia Park Access Project	Construction Documents	2,568,350	117,027	362,100	479,127	-	-	438,963	1,650,260	1,2	2,089,223	2,089,223	-	-	-
Natural Area Land Acquisition	Order of Magnitude	1,700,000	11,040	-	11,040	-	-	-	1,688,960	1	1,688,960	1,688,960	-	-	-
Bend Whitewater Park Manlit. & McKay River Access Project	Conceptual Design	15,300,000	135,395	204,000	339,395	7,960,605	-	7,000,000	-	-	14,960,605	1,401,407	-	10,559,198	3,000,000
SE Bend Regional Park Site (Rose Property)	Order of Magnitude	4,650,000	4,150,135	104,147	4,254,282	-	395,718	-	-	-	395,718	395,718	-	-	-
Total Regional / Community Wide		29,743,350	4,753,741	3,955,247	8,708,988	7,960,605	2,270,574	7,438,963	3,364,220		21,034,362	7,475,164	-	10,559,198	3,000,000
Asset Management Projects															
Accessibility Improvements	Order of Magnitude	625,000	-	-	-	625,000	-	-	-	-	625,000	125,000	125,000	125,000	125,000
Asset Management Projects (\$5,000-\$50,000)	Order of Magnitude	890,000	-	-	-	890,000	-	-	-	-	890,000	250,000	250,000	160,000	130,000
Boyd Acres Shop - Park Services Complex	Bid Award	11,150,000	315,908	10,517,821	10,833,729	316,271	-	-	-	-	316,271	316,271	-	-	-
Skyline Field Renovation	Bid Award	445,688	305,688	-	305,688	140,000	-	-	-	-	140,000	140,000	-	-	-
Hollinshead Park ADA & Preferred Design	Construction Documents	2,500,000	226,210	105,509	331,719	640,811	225,501	208,316	1,093,653	1,4	2,168,281	1,134,140	1,034,141	-	-
Ponderosa Park (North)	Order of Magnitude	1,200,000	-	-	-	849,600	350,400	-	-	-	1,200,000	-	-	80,000	220,000
Pavilion Flooring Replacement	Bidding	202,000	22,270	-	22,270	179,730	-	-	-	-	179,730	179,730	-	-	-
JSFC Outdoor Pool Cover Replacement and Renovation Project	Construction Documents	10,591,941	755	100,000	100,755	7,491,186	-	-	3,000,000	3	10,491,186	300,000	10,191,186	-	-
Sylvan Playground Replacement	Bid Award	600,000	20,566	494,521	515,087	84,913	-	-	-	-	84,913	84,913	-	-	-
Providence Park Renovation	Order of Magnitude	500,000	-	-	-	500,000	-	-	-	-	500,000	-	25,000	475,000	-
Larkspur Park Playground Renovation	Bidding	500,000	-	50,000	50,000	450,000	-	-	-	-	450,000	450,000	-	-	-
Stover Park Renovation	Order of Magnitude	1,200,000	-	-	-	1,200,000	-	-	-	-	1,200,000	-	100,000	300,000	800,000
Old Bend Gym - Wall Renovation	Bid Award	154,335	88,562	25,773	114,335	20,000	-	-	20,000	1,4	40,000	40,000	-	-	-
Columbia Park Playground Surfacing Replacement	Order of Magnitude	75,000	-	-	-	75,000	-	-	-	-	75,000	-	75,000	-	-
Larkspur Center - Exterior Painting (Old Building)	Order of Magnitude	53,000	-	-	-	53,000	-	-	-	-	53,000	53,000	-	-	-
Boyd Acres Shop - Replace Bldg. A HVAC Package Units	Order of Magnitude	112,000	-	-	-	112,000	-	-	-	-	112,000	-	-	112,000	-
Larkspur Center - Replace AC #8	Order of Magnitude	55,000	-	-	-	55,000	-	-	-	-	55,000	-	-	-	55,000
JSFC South Wing Roof Replacement	Order of Magnitude	250,000	-	-	-	250,000	-	-	-	-	250,000	250,000	-	-	-
Total Asset Management Projects		31,103,964	979,959	11,293,624	12,273,583	13,932,511	575,901	208,316	4,113,653		18,830,381	3,323,054	11,800,327	1,252,000	1,275,000
Total CIP Funding Allocations		101,702,806	8,152,009	23,097,103	31,249,112	22,738,741	29,714,299	8,147,279	9,853,375		70,453,694	20,030,342	19,107,628	15,927,316	8,848,738

32% 42% 12% 14%
2 - Contributions, Collaborations, Fundraising 37,861,578 54%

- 1 - Grant Funding
- 2 - Contributions, Collaborations, Fundraising
- 3 - Debt Financing
- 4 - Facility Rental Special Revenue Fund

BOARD AGENDA COMMUNICATION

AGENDA DATE:	June 2, 2026
SUBJECT:	Public Budget Hearing, Adoption of the 2025-26 Budget, and Imposing and Categorizing Taxes
STAFF RESOURCE:	Kristin Toney, Administrative Services Director
PREVIOUS BOARD ACTION:	The 2025-26 budget was adopted by the board on June 3, 2025.
COMMITTEE ACTION:	The 2026-27 proposed budget was approved by the Budget Committee on May 12, 2026.
ACTION PROPOSED:	Hold a public hearing to take comment on the proposed FY 2026-27 budget, adopt Resolution No. 2026-08 Adopting the Budget and Making Appropriations for Fiscal Year 2026-27, and adopt Resolution No. 2026-09 Imposing and Categorizing Taxes.
STRATEGIC PLAN:	
Service:	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

The Proposed 2026-27 Budget was made public April 30, 2026, and presented at the Budget Committee May 12, 2026. The Bend Park and Recreation District Budget Committee (Budget Committee) voted unanimously to approved the budget and to send the proposed budget to the Bend Park and Recreation District Board of Directors (board) for consideration. The proposed budget is being presented as approved by the Budget Committee with no additional staff changes.

The State of Oregon Local Budget Law requires a public hearing be held to discuss the budget as approved by the Budget Committee. After receiving public comments, the board shall close the public hearing. After such time, the staff will present the approved budget to the board and will recommend the budget's adoption. The board may adopt the budget as approved, or may make changes based upon public comment, staff recommendations or other reasons. By Oregon statute, no increases to expenditures may be greater than 10% of the total approved expenditures in any fund, without the budget requiring another public hearing. Expenditures in any fund can be reduced, without limitation, as long as resources and requirements in the fund remain in balance.

Other than re-balancing, if necessary, no additional process steps are required when expenditures are reduced.

After the public hearing and the staff presentation, the governing body must enact the proper resolutions to adopt the budget, make appropriations, and impose and categorize the taxes. The resolution adopting the budget should state the total amount of all the budget requirements, and a schedule of appropriations must be included. This schedule provides the local government with legal spending authority throughout the fiscal year.

Per Oregon Revised Statute (ORS) 294.435(1), local governments that are using ad valorem property taxes to balance their budgets must declare the tax rate by resolution. The resolution should state the rate being certified to the county assessor. Property taxes are imposed for the tax year on the assessed value of all taxable property within the district. The district's permanent tax rate is \$1.461 per \$1,000 assessed value. The amount approved by the budget committee to be levied for the General Obligation Bond debt service for the upcoming fiscal year is \$2,250,706.

The governing body must also declare through resolution the tax limitation category into which each of the local government's tax is to be placed. This resolution must show the rate of ad valorem tax for the district's permanent rate tax, and the amount for debt service for general obligation bond debt service.

BUDGETARY IMPACT

The district's Fiscal Year 2026-27 budget is a balanced budget with healthy reserves for planned future projects and maintaining assets. The proposed budget is anticipating \$57.8 million in revenues and \$61.6 million in expenditures for total budgeted requirements of \$122.3 million, which includes contingencies and reserves. This budget will support 305 full-time equivalent (FTE) employees for \$29.1 million and has \$19.8 million in capital spending.

STAFF RECOMMENDATION

Staff recommend that the board adopt Resolution No. 2026-08 adopting the budget and making appropriations for fiscal year 2026-27.

Staff also recommend that the board adopt Resolution No. 2026-09 imposing and categorizing taxes for fiscal year 2026-27 for the district's permanent rate tax and for debt service for general obligation bonds.

MOTION(S)

These are two separate motions that need to be voted on individually:

Motion #1: I make a motion to adopt Resolution No. 2026-08 Adopting the Budget and Making Appropriations for Fiscal Year 2026-27.

Motion #2: I make a motion to adopt Resolution No. 2026-09 Imposing and Categorizing Taxes for Fiscal Year 2026-27.

ATTACHMENT(S)

1. Resolution No. 2026-08 Adopting the Budget and Making Appropriations
2. Resolution No. 2026-09 Imposing and Categorizing Taxes

**BEND PARK AND RECREATION DISTRICT
RESOLUTION NO. 2026-08
ADOPTING THE BUDGET AND MAKING APPROPRIATIONS**

ADOPTING THE BUDGET

BE IT RESOLVED that the Board of Directors of the Bend Metro Park and Recreation District hereby adopts the budget for fiscal year 2026-27 in the total amount of \$122,265,210.

MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2026 and for the purposes shown below are hereby appropriated:

General Fund

Administration	\$ 4,851,400
Community Engagement	2,269,310
Planning and Development	1,758,860
Park Services	10,620,670
Recreation Services	19,178,310
Interfund Transfers	5,000,000
Contingency	-
Total Appropriations	43,678,550

Rental Fund

Rental Program	628,160
Interfund Transfers	990,000
Contingency	100,000
Total Appropriations	1,718,160

System Development Charges Special Revenue Fund

Planning and Development	9,497,710
Interfund Transfers	2,580,800
Contingency	2,000,000
Total Appropriations	14,078,510

Facility Reserve Fund

Administration	40,000
Planning and Development	9,668,520
Parks Services	140,620
Recreation Services	541,000
Interfund Transfers	350,000
Contingency	1,000,000
Total Appropriations	11,740,140

Equipment Reserve Fund

Administration	31,000
Parks Services	105,500
Recreation Services	82,300
Contingency	250,000
Total Appropriations	468,800

GO Bond Debt Service Fund

Debt Service	2,217,890
Total Appropriations	2,217,890

Total Bend Metro Park and Recreation District

Total appropriations including contingency	73,902,050
Total unappropriated and reserve amounts	48,363,160
Total Bend Metro Park and Recreation District Budget	<u>\$ 122,265,210</u>

Miscellaneous. All pronouns contained in this Resolution, and any variations thereof, will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the context may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, or portion of this Resolution is for any reason held invalid, unenforceable, or unconstitutional, such invalid, unenforceable, or unconstitutional section, subsection, sentence, clause, or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, or constitutionality of the remaining portion of this Resolution. This Resolution may be corrected by resolution of the board to cure editorial or clerical errors.

ADOPTED by the Board of Directors of the District on this 2nd day of June 2026.

Donna Owens, Board Chair

Attest:

Michelle Healy, Executive Director

**BEND PARK AND RECREATION DISTRICT
RESOLUTION NO. 2026-09
IMPOSING AND CATEGORIZING TAXES**

IMPOSING THE TAX

BE IT RESOLVED that the Board of Directors of the Bend Metro Park and Recreation District hereby imposes the following ad valorem property taxes for tax year 2026-27 upon the assessed value of all taxable property within the District:

1. At the rate of \$1.461 per \$1,000 of assessed value for permanent rate tax; and
2. In the amount of \$2,250,706 for debt service for general obligation bonds.

CATEGORIZING THE TAX

BE IT RESOLVED that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

General Government Limitation

Permanent Rate Tax.....\$1.461 / \$1,000

Excluded from Limitation

General Obligation Bond Debt Service\$2,250,706

Miscellaneous. All pronouns contained in this Resolution, and any variations thereof, will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the context may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, or portion of this Resolution is for any reason held invalid, unenforceable, or unconstitutional, such invalid, unenforceable, or unconstitutional section, subsection, sentence, clause, or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, or constitutionality of the remaining portion of this Resolution. This Resolution may be corrected by resolution of the board to cure editorial or clerical errors.

ADOPTED by the Board of Directors of the District on this 2nd day of June 2026.

Donna Owens, Board Chair

Attest:

Michelle Healy, Executive Director

BOARD AGENDA COMMUNICATION

AGENDA DATE:	June 2, 2026
SUBJECT:	Executive Director Annual Performance Evaluation Presentation and Approval
STAFF RESOURCE:	Kathleen Hinman, Human Resources Director
PREVIOUS BOARD ACTION:	July 1, 2025 – Approved Executive Director’s 2025 Evaluation
ACTION PROPOSED:	Approve the Executive Director’s Annual Evaluation

BACKGROUND

Each year, the Bend Park and Recreation District Board of Directors conducts an annual performance evaluation of the executive director. The evaluation is based on six key objectives: leadership, strategic planning, customer focus, workplace culture, best practices and continuous improvement, and financial management. The evaluation also includes a review of annual goals.

On May 5, 2026, the board met in an executive session with the district’s human resources director to discuss the executive director’s performance and review her submitted goals for the upcoming year. At the May 19, 2026, executive session, the board formally presented Executive Director Michelle Healy with her evaluation and reviewed the proposed goals for fiscal year 2026–27:

1. Onboard the new executive assistant, review administrative and board support processes. (Leadership)
2. Support the board with enhancing coordination with the city and other taxing districts, particularly around policy, funding, and projects of mutual interest and value. (Leadership)
3. Assist the board with decision-making and strategy for the Old Bend Gym lease, south UGB project, whitewater park and other large capital projects. (Strategic Planning)
4. Review the district’s security program and determine if changes are necessary (private security, law enforcement, park stewards and frontline staff expectations and support). (Customer/Workforce/Continuous Improvement)
5. Implement the Comp and Class and Pay equity study recommendations. (Workforce/Financial)
6. Evaluate surplus or underutilized properties for disposal or repurposing. (Financial)
7. Work with Trust for Public Land to complete financial feasibility analysis to support future investment in the district’s infrastructure and services. (Financial)

The board concluded that Michelle’s performance this year exceeded the annual goals for executive director. She was recognized for her exceptional leadership, sound judgment, disciplined financial oversight, strategic mindset, commitment to community partnerships, as well as her ability to navigate complex challenges with professionalism and clarity. No areas of improvement were identified; instead, the board emphasized Michelle’s openness to growth and expressed strong confidence in her leadership and continued support as the district moves forward.

In accordance with her performance, as outlined in her employment agreement, Michelle will receive a 3% merit increase for fiscal year 2026–27, consistent with the district-wide merit increase schedule.

BUDGETARY IMPACT

The executive director’s annual performance evaluation procedure and proposed timeline do not create a budget impact. The executive director’s employment contract compensation is included in the Administrative Services Department’s annual budget.

MOTION

I move to approve the executive director’s evaluation for 2025-26, approve the goals for next fiscal year and the associated merit and compensation increase in accordance with the Executive Director’s employment contract.



**PLANNING & DEVELOPMENT
PROJECT UPDATES
June 2026**

COMMUNITY PARK PROJECTS

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 artificial turf infields are installed, and the athletic field light poles are currently being installed. Pathway light pole bases are nearly in and additional asphalt pathways are being prepared for paving the first week of June. Construction is anticipated to be complete by fall of 2026.

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

- Three bids were received at the May 14 bid opening, with all bids coming in below the project budget. The construction contract will be brought to the board for approval at the June 2 meeting.

NEIGHBORHOOD PARK PROJECTS

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

- With the 2nd round of outreach complete on three conceptual design options, the preferred concept design is in development.

TRAIL PROJECTS

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.

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

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" of 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

REGIONAL/ COMMUNITY WIDE PROJECTS

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 mechanicals are roughed in and drywall is being installed; siding and roofing are still ongoing. The Art Station is expected to be under construction through the summer of 2026.

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

Update

- Staff will be providing a project status update to the board this summer.

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

Update

- For the Gilchrist Bridge portion of the project, permit applications have been submitted to DSL, USACE, and DEQ, and to the City of Bend for a WOZ. Final design continues, with estimated bid release date in early summer. Construction is anticipated to begin in mid-October.

ASSET MANAGEMENT PROJECTS

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

- Grading on site is done and the bulk of concrete and asphalt paving is installed. Playground equipment footings are currently being installed. Completion is expected in early this summer 2026.

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

Update

- Pence Construction has been working with the City of Bend regarding recently updated code sections for structural and fire protections. Once staff get the information from the city, the architectural team will begin the construction design for the project, moving forward with permitting later this fall/winter. Construction is scheduled to begin in the fall of 2027.

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

Update

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

Update

- Final design is nearing completion. The LGGP Grant application is being prepared and an estimated construction start date of July 1, 2027 continues to be the target.
-

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

- 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.

Update

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

OTHER PROJECTS AND FUTURE DEVELOPMENT

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

Update

- Staff are working with several property owners on search areas in the SE section of town. These are very difficult areas of the community to locate park properties within. As staff get more details, these properties will be brought to the board for consideration to move forward with purchase and sale agreements.

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

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

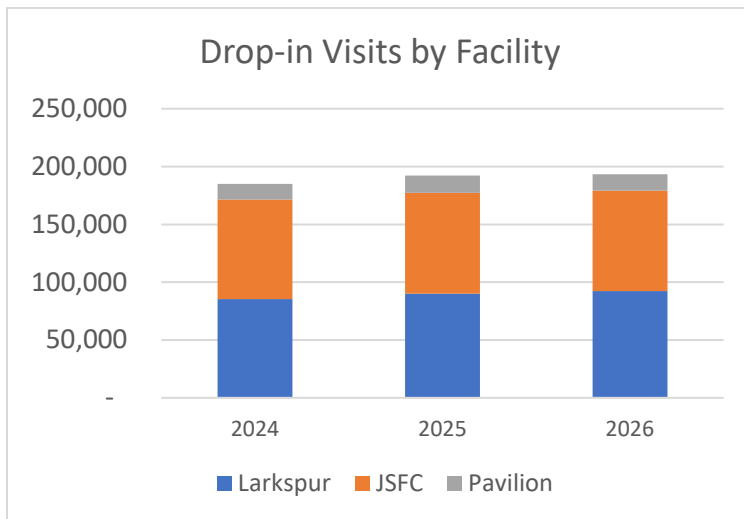
- Staff provided the board with an update on plan implementation and the scope of the update and are currently working on background data collection and review, including a review of the habitat inventory work completed by BPRD's 2025 summer intern.

 Update

Recreation Seasonal Report – Winter 2026

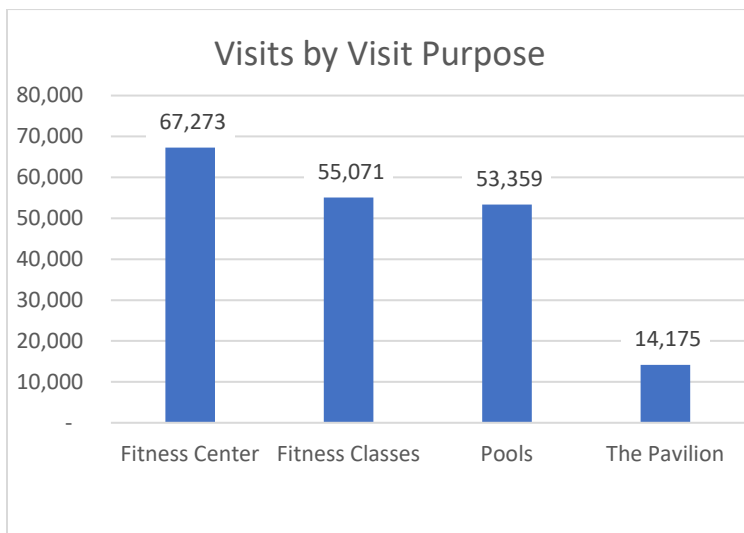
The Recreation Seasonal Reports are intended to provide a high-level summary of recreation services offerings and performance. The Winter Season report covers programs and services offered from January 1st through March 31st, 2026, and in most cases, includes data for prior years for comparison purposes and to identify trends. Each graph includes a brief interpretation of the data followed by an explanation of the metric used (in italics).

Recreation performance in Winter 2026 was strong overall, with facility visits growing 1%, a slowdown from the prior year's 4% growth, reflecting capacity constraints at peak times. Registered program visits declined 7%, consistent with the trend of leveling off as programs near capacity, and program capacity utilization remains very high by industry standards at 85%. Group fitness classes were a standout, growing 10%. Scholarship use is running 14% below budget and 12% below last year following eligibility refinements made in spring 2025. Financially, year-to-date revenue is up 4% while expenses are up 2%, resulting in an overall lower subsidy. Through nine months of the fiscal year, the subsidy is trending 6% lower than budgeted.



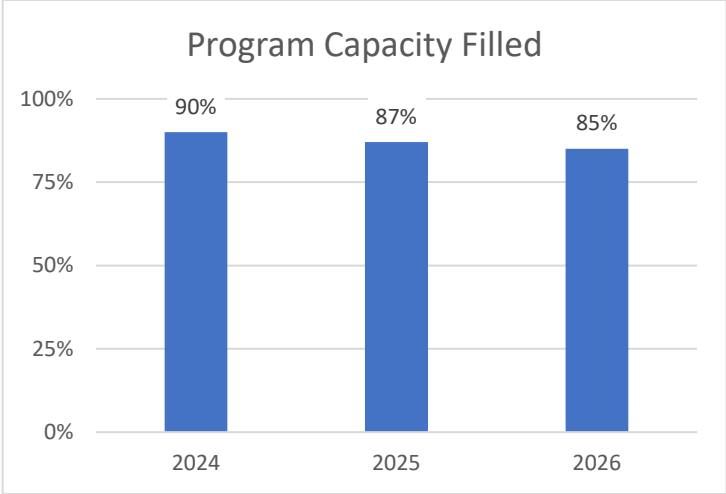
Total drop-in visits remain high, but growth is slowing with total visits increasing only 1% over last year, compared to the 4% growth we saw last year.

Drop-in visits include passholder and single-visit users at recreation facilities. This does not include visits for registered programs (such as swim lessons), facility rentals and competitive user groups.



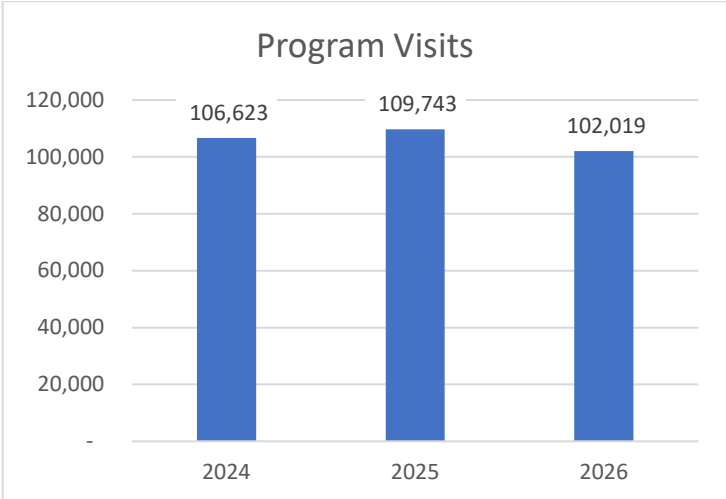
Group fitness classes saw 10% growth over last year, while all the other drop-in types had fewer visits. This likely shows recreation centers are nearing capacity for activities that have static schedules, whereas staff have more flexibility with scheduling more fitness classes at different times to attract more patrons.

A single primary purpose for a visit is selected by the patron at time of entry. Water exercise classes are shown under Fitness Classes and not Pools. The Pool visits also do not include swim lessons and competitive team use.



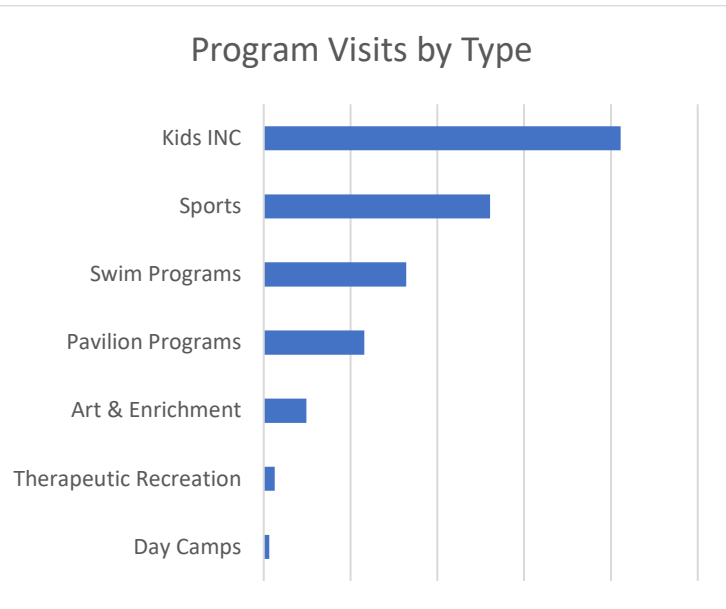
Overall program capacity dipped slightly lower again this year; however, utilization remains very high by industry standards. There continues to be waitlists for many of the more popular programs, although waitlist numbers are staying steady, rather than growing.

Program capacity is the percent of all available spots filled in registered recreation programs except Kids INC.



Program visits for all registered recreation programs decreased 7% compared to last year. This continues the trend of program visits starting to level off without the addition of new programs, and we are at or near capacity in many areas.

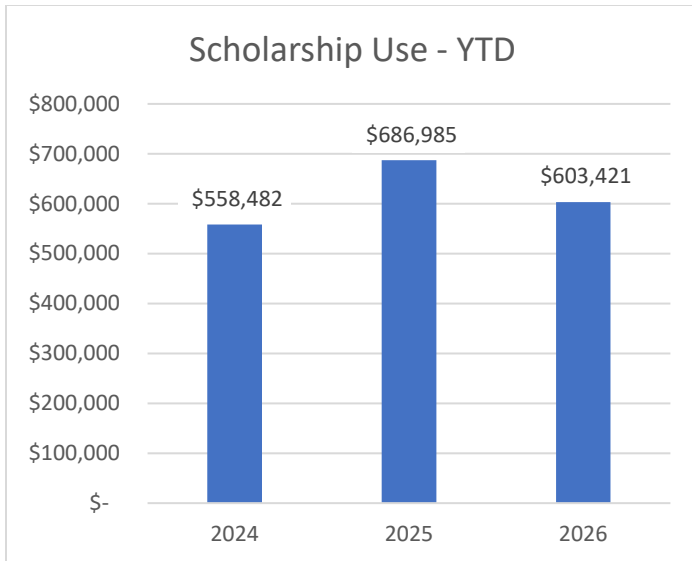
Program visits are calculated by multiplying the number of people enrolled in a program by the number of times the program meets.



Kids INC typically has the most visits during the winter and spring. Overall visits in Kids INC this winter was 12% less than last year, while serving 1,200 total students.

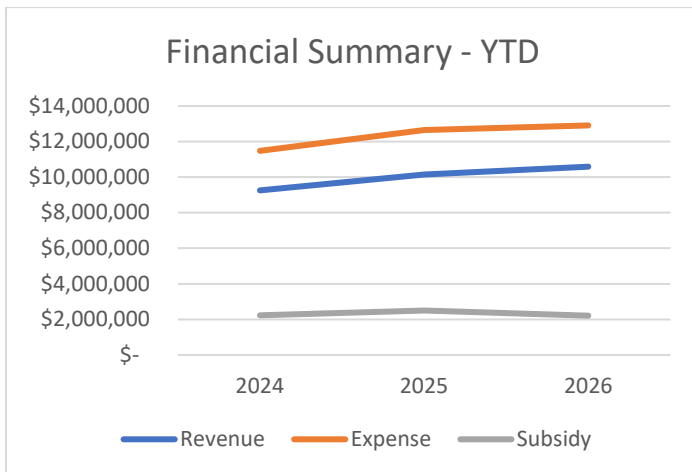
Sports, therapeutic recreation, and ice programs saw slight decreases in visits, while day camps, art & enrichment and swim programs had increased visits.

Program visits are calculated by multiplying the number of people enrolled by the number of times the program meets.



Scholarship use year-to-date is 14% lower than our budget, and 12% lower than last year. We continue to trend downward due to the changes made to the program made in the spring of 2025. A similar number of households utilize scholarship funds, but overall use is decreasing.

Scholarship discounts are provided for individuals and households demonstrating financial need and are eligible to be used for the district's Core and Complementary programs, including facility passes.



Compared to this time last year, year-to-date revenue is up 4% while expenses are up 2%, resulting in an overall lower subsidy. Through nine months of the fiscal year, our subsidy is trending 6% lower than budgeted.

Total revenue and expenses for the recreation department for the period with the subsidy being the difference.

Winter Highlights

- Therapeutic Recreation & Inclusion staff held their first Inclusion Training for Facility Shift Leads and Customer Service Specialist with positive feedback by attendees. This training sets a foundation for ongoing inclusive recreation program equipping staff with the knowledge, skills and tools to effectively support participants of diverse abilities and backgrounds through mandatory foundational and department-specific training, multi-modal delivery methods and ongoing evaluation.
- Outreach staff partnered with housing partners to host 11 pre-registration events serving 68 adults and 87 kids, promoting both spring and summer programs with on-site scholarship processing support from the Customer Service team. Highlights included the first-ever pre-registration event for Ukrainian families and the addition of two new sites, Nativity Lutheran Church and College View.

**Board Calendar
2026**

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

JUNE 16 Board Reports Due 6/5

STAFF INTRODUCTIONS

Park Steward, Facility Supervisor (Josh Olson-Alan replacement); *tentative*

WORK SESSION

- Climate Adaptation Plan Overview – *Quinn Kever* (30 min)
- Presentation of Final Indoor Recreation Feasibility Report – *Matt Mercer* (30 min)

BUSINESS SESSION

- Approve Annexation north property Riley Ranch – *Sara Anselment* (10 min)

*ED report will have South UGB update

July 7 Board Reports Due 6/26

EXECUTIVE SESSION

Land

STAFF INTRODUCTION

Rec (Art Station);

WORK SESSION

BUSINESS SESSION

- Approve Bear Creek PSA and Resolution # 2026-0X – *Sara Anselment* (15 min)
- Elect Board Chair and Vice-Chair
- Appoint Budget Officer
- Approve board meeting dates and time

REPORTS

July 21 Board Reports Due 7/10

EXECUTIVE SESSION

- Land

WORK SESSION

- Whitewater Park project update – *Ian Isaacson* (20 min)

BUSINESS SESSION

- Approve Coulter Grove Park Concept Plan – *Bronwen Mastro* (30 min)

REPORTS

Future Topics

IGA with NUID for canal trail – *Henry Stroud*

DEI Update – *Bronwen Mastro*

South UGB Updates – *Henry Stroud*

Bear Creek PSA – Sara Anselment

Bend Whitewater Park – Ian Isaacson

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

Park Search Area 5 (Talline) PSA – Quinn Kever

Therapeutic Recreation Update

B&G Club Lease – Kristin Toney

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

Girls in sports