



Bend Park and Recreation District  
Rachel Colton, Park Planner  
799 SW Columbia Street  
Bend, OR 97702

December 9, 2021

Oregon State Marine Board  
Jennifer Peterson, Facilities Administrative Assistant  
435 Commercial Street NE, Unit 400  
Salem, OR 97301

Dear Ms. Peterson:

Thank you for the opportunity to apply for a Waterway Access Grant for the Bend Park and Recreation District's (district) McKay, Miller's Landing and Columbia Parks Water Access Study. The projects identified in this grant application are the result of a data and community driven two-year planning process to develop the [Deschutes River Access and Habitat Restoration Plan](#). Development of this plan included over 4,700 touchpoints with the community and resulted in the identification of 28 projects to improve access and habitat along eight-miles of the Deschutes River within the district's service area. Three of these projects are at the McKay, Miller's Landing and Columbia Parks, and will be critical to the improvement to non-motorized boating access along this stretch of the Deschutes River.

The attached application provides extensive details about these parks, and the access study that would help inform feasibility and conceptual designs for non-motorized boating improvements. As noted in the district's application, the work that is the subject of this grant is anticipated to be completed in October of 2022, well before the end of the biennium in June, 2023. The district currently owns and operates the non-motorized boating access points at these parks and will be responsible for all improvements at these parks, as well as on-going operation and maintenance. If awarded, the district would happily enter into a grant agreement with Oregon State Marine Board and would continue to maintain these access points as available for all members of the public for recreational enjoyment.

The district looks forward to the opportunity to partner with the Oregon State Marine Board. If you have any questions about our application or need additional documentation, please do not hesitate to reach out to me.

Sincerely,

*Rachel M Colton*

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Park Planner  
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analysis and other necessary reconnaissance to allow the consultant to develop initial conceptual level designs, renderings, cost estimates and permitting analysis at each of the project locations.	
Latitude (decimal): McKay Park: 44.05061839312008 Miller's Landing Park: 44.051740346281306 Columbia Park: 44.05295095231272	Longitude (decimal): McKay Park: -121.32230151523328 Miller's Landing Park: -121.3221405826985 Columbia Park: -121.3255630812718
Waterbody: Deschutes River	Rivermile: McKay Park: RM168.9 Miller's Landing Park: RM 168.8 Columbia Park: RM168.7
Driving directions-How would a user find this location from a major highway or interstate?  <b>McKay Park:</b> From highway 97, exit onto SW Colorado Avenue and proceed west. At the roundabout at Simpson Avenue, take the first exit, and then your first right onto SW Bradbury Drive. Turn left onto SW Simpson Avenue and the park will be on your right. <b>Miller's Landing Park:</b> From highway 97, exit onto SW Colorado Avenue and proceed west. Turn right onto NW Broadway Street and take a left onto NW Carlon Avenue, which turns into NW Riverside Boulevard. The park will be on your left. <b>Columbia Park:</b> From highway 97, exit onto SW Colorado Avenue and proceed west. At the roundabout at SW Simpson Avenue, take the first exit onto SW Simpson Avenue. At the next roundabout at SW Colorado Street, take the first exit onto SW Colorado Street. The park will be on your right in approximately one-half mile.	
Project type, check all that apply: <input type="checkbox"/> Construction (any ground disturbance) <input type="checkbox"/> Property Acquisition <input type="checkbox"/> Education <input type="checkbox"/> Master Plan <input type="checkbox"/> Construction and Education <input checked="" type="checkbox"/> Consultant Services	

<b>2- ACCESS SITE AND WATERBODY INFORMATION</b> (All applicants requesting construction funds complete. If education project occurs on water or at a public access facility)
Fees: Identify all entrance, parking, day-use, facility or education fees charged to a boater or participant. <i>Example \$3.00/foot or \$15/hour</i> Launch \$0 Parking \$0 Day Use \$0 Moorage \$N/A Boat in Camping\$N/A Training \$N/A Classroom \$N/A On-water \$N/A Rental \$Tumalo Canoe and Kayak offers SUP and single kayak rentals for \$20/hour
Type of boats using the site: <i>check all that apply</i> <input type="checkbox"/> Open Motorboat <input type="checkbox"/> Jet boat <input type="checkbox"/> Cabin cruiser <input type="checkbox"/> Pontoon <input type="checkbox"/> Drift boat <input type="checkbox"/> Sail <input type="checkbox"/> Personal watercraft (PWC) <input checked="" type="checkbox"/> Raft <input checked="" type="checkbox"/> Kayak <input checked="" type="checkbox"/> Canoe <input type="checkbox"/> Kite/Sail Board <input checked="" type="checkbox"/> Stand-Up Paddle Board (SUP) <input type="checkbox"/> Other
Boating activities <i>per year</i> Number of launch/retrievals ~19,530    Number of boats mooring overnight (Water) N/ A Number of boat-in camping nights (Land) N/A

Identify the months that boating activities take place at the facility or waterbody, using a scale of High (H), Medium(M), and Low (L) for use occurring in the month. <i>If no activity leave blank</i>	
Month	Boating Activities

	Fishing	Watersports (ski/wake)	Cruising	Sailing	Flat water paddling	White water paddling	Other
January	L	N/A	N/A	N/A	L	L	N/A
February	L	N/A	N/A	N/A	L	L	N/A
March	L	N/A	N/A	N/A	M	L	N/A
April	L	N/A	N/A	N/A	M	L	N/A
May	L	N/A	N/A	N/A	H	L	N/A
June	L	N/A	N/A	N/A	H	M	N/A
July	L	N/A	N/A	N/A	H	M	N/A
August	L	N/A	N/A	N/A	H	M	N/A
September	L	N/A	N/A	N/A	H	L	N/A
October	L	N/A	N/A	N/A	M	L	N/A
November	L	N/A	N/A	N/A	M	L	N/A
December	L	N/A	N/A	N/A	L	L	N/A
<i>Please identify Other Boating Activity:</i>							

Identify monthly percentage of use by boat type. Monthly total equals 100%												
Month	Boat use for year by boat type											
	Open motor-boat	Jet boat	Cabin cruiser	Pontoon	Sail	PWC	Drift	SUP	Raft	Kayak	Canoe	Kite/Sail board
January	0	0	0	0	0	0	0	27	0	73	0	0
February	0	0	0	0	0	0	0	27	0	73	0	0
March	0	0	0	0	0	0	0	29	0	71	0	0
April	0	0	0	0	0	0	0	29	0	71	0	0
May	0	0	0	0	0	0	0	31	0	69	0	0
June	0	0	0	0	0	0	0	31	0	69	0	0
July	0	0	0	0	0	0	0	31	0	69	0	0
August	0	0	0	0	0	0	0	31	0	69	0	0
September	0	0	0	0	0	0	0	31	0	69	0	0
October	0	0	0	0	0	0	0	29	0	71	0	0
November	0	0	0	0	0	0	0	29	0	71	0	0
December	0	0	0	0	0	0	0	27	0	73	0	0

Identify any other public or private (available for public use) boating facilities within a 5-mile radius on the same waterbody. This includes ramps, tie-up facilities or marinas. Do not include private homeowner docks. <b>NOTE - the 6 most proximate are noted below, but there are 11 total as discussed in the application.</b>			
	Name of Facility	Direction (N, S, E, W)	Distance (Miles)
1	Riverbend Park - beach launch	S	1
2	Drake Park - beach launch	N	1
3	Farewell Bend - beach launch	S	1.5
4	Harmon Park - Floating dock launch	N	0.75
5	Pageant Park - small dock launch	N	1
6	Brooks Park - small dock launch	N	1.25

**3- PROPERTY OWNERSHIP AND MANAGEMENT.**

*(All applicants requesting funding for construction, master planning or technical assistance for design, engineering or permitting must complete)*

Current Ownership \_\_\_\_\_

Site is owned in fee simple by the applicant. How long has the applicant owned the site? **McKay:** 14 years; **Miller's Landing:** 10 years **Columbia:** 37 and 44 years, respectively (the park is multiple parcels) yrs. Describe any restrictive easements or deed restrictions. **McKay:** power, sewer and water easements not within the area of design/future work. Trail easement not within the area of design/future work. Deed exception - Rights of the public and governmental bodies for property below the ordinary high water line of the Deschutes River, including fishing and navigation rights. **Miller's Landing:** Deed exception - Rights of the public and governmental bodies for property below the ordinary high water line of the Deschutes River, including fishing and navigation rights. Parking and Landscape easement on the northern portion of the property for the benefit of the adjacent property owner - not within area of work. Conservation Easment over the entire park that includes a 25-year requirement for the site to be used for park and recreation purposes before conversion would be allowed. **Columbia:** required to be used for public park and recreation purposes.

Site is leased by applicant. Number of years remaining on lease. N/A years

Name of property owner. N/A

Describe other interest in site and tenure: N/A

Identify the applicant's current management of the site:

Site is managed solely by the applicant.  Site is managed cooperatively with another entity.

Identify the entity (volunteer host, concession, etc.): \_\_\_\_\_

Who will maintain the completed project? BPRD

**4- PROPOSED PROJECT FUNDING- (All Applicants Must Complete)**

**A - ADMINISTRATIVE MATCH** *Not eligible for Grant Reimbursement*

	Applicant	Other	Marine Board	TOTAL
Administration	\$22,255.00	\$0.00	N/A	\$22,255.00
Federal indirect rate <i>(complete table below)</i>	\$0.00	\$0.00	N/A	\$0.00

Pre-agreement expenses ( <i>complete table below</i> )	\$0.00	\$0.00	N/A	\$0.00
Permit fees	\$0.00	\$0.00	N/A	\$0.00
Legal fees	\$0.00	\$0.00	N/A	\$0.00
System development charge (SDC)	\$0.00	\$0.00	N/A	\$0.00
Other (specify) 0	\$0.00	\$0.00	N/A	\$0.00
<b>Total Administrative Match</b>	\$22,255.00	\$0.00	N/A	\$22,255.00

Federal Indirect Rate			
Federal Approved Indirect Rate	What is it applicable to?	Total Value	How much is match?
N/A		\$	\$
		\$	\$

Pre-agreement Expenses and Match ( <i>include documentation</i> )	
Item Description	Value
We expect to execute the contract in March, but do not have any pre-agreement expenses. If this project were granted funds from OSMB, some of the in-kind staff time match would occur prior to the grant agreement date.	\$
	\$
	\$
	\$

B- PROPOSED FORCE ACCOUNT MATCH				
<i>Complete tables below for each</i>	Applicant	Other	Marine Board	TOTAL
Force account labor	\$0.00	\$0.00	N/A	\$0.00
Force account equipment	\$0.00	\$0.00	N/A	\$0.00
Force account materials or supplies	\$0.00	\$0.00	N/A	\$0.00
<b>Total Force Account Match</b>	\$0.00	\$0.00	N/A	\$0.00

Force Account Labor			
Staff	Other	Labor Description	Value
<input type="checkbox"/>	<input type="checkbox"/>	N/A	\$
<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/>	<input type="checkbox"/>		\$

Force Account Equipment			
Owned	Donated	Equipment Description and Purpose	Value
<input type="checkbox"/>	<input type="checkbox"/>	N/A	\$
<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/>	<input type="checkbox"/>		\$

Force Account Materials or Supplies			
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Owned	Donated	Material or Supply Description and Purpose	Value
<input type="checkbox"/>	<input type="checkbox"/>	N/A	\$
<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/>	<input type="checkbox"/>		\$

<b>C- PROPOSED CASH MATCH</b>				
	Applicant	Other*	Marine Board	TOTAL
Property acquisition cost	\$0.00	\$0.00	\$0.00	\$0.00
Construction contract	\$0.00	\$0.00	\$0.00	\$0.00
Materials Purchased	\$0.00	\$0.00	\$0.00	\$0.00
Equipment Rental	\$0.00	\$0.00	\$0.00	\$0.00
Eligible permit fees	\$0.00	\$0.00	\$0.00	\$0.00
Federal indirect rate* (complete table below)	\$0.00	\$0.00	\$0.00	\$0.00
Consultant contract (attach copy of contract)	\$28,873.00	\$0.00	\$51,127.00	\$80,000.00
Other: _____	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Cash Match</b>	\$28,873.00	\$	\$51,127.00	\$80,000.00

<b>Federal Indirect Rate</b>			
Federal Approved Indirect Rate	What is it applicable to?	Total Value	How much is match?
N/A		\$	\$
		\$	\$

<b>D-TOTAL PROPOSED PROJECT FUNDING</b>				
	Applicant	Other	Marine Board	TOTAL
Total Administrative Match (from A)	\$22,255.00	\$0.00	N/A	\$22,255.00
Total Force Account Match (from B)	\$0.00	\$0.00	N/A	\$0.00
Total Cash Match (from C)	\$28,873.00	\$0.00	\$51,127.00	\$80,000.00
<b>GRAND TOTAL</b>	\$51,128.00	\$0.00	\$51,127.00	\$102,255.00

<b>E- "OTHER" SOURCE, TYPE AND AMOUNT OF (NON-APPLICANT) CONTRIBUTIONS</b>			
Grant/Loan Agency	Name of Grant/Loan	Approved Y/N	Amount of Grant
N/A			\$
			\$
			\$
			\$

Cash Contributions by	Amount of Contribution
N/A	\$
	\$
	\$
	\$

**F- BUDGET PRORATION DESCRIPTION**

Describe how the budget was prorated between recreational boating and non-boating uses. Attach an itemized budget or estimate illustrating the proration.

This project is focused on consultant procurement to develop conceptual plans for boater access at three riverfront parks owned and managed by BPRD. The access would be solely developed for non-motorized boater access (predominantly kayaks and SUPs) and as such, 100% of the budget is for non-motorized boater access. Therefore, breaking down the budget between recreational boating and non-boating uses is not necessary.

**5- PROJECT NARRATIVE DESCRIPTION- (Applicants requesting funds for construction, property acquisition, master planning and technical assistance for design, engineering or permitting must complete)**

This section is your opportunity to sell your project. Do not assume that Marine Board staff will know the answers to the questions. You have onsite knowledge and experience related to the project location that must be conveyed in your responses. Provide clear and concise responses to each question.

**A.** Describe the project purpose, how long have the issues existed, what measures have been taken to address the concerns or issues and how will the proposed project resolve the issues?  
 The Bend Park and Recreation District (district) went through a two-year planning process to develop the Deschutes River Access and Habitat Restoration Plan (River Plan). The River Plan will guide improvements at district owned and managed riverfront parks along the Deschutes River for the next decade. The plan focuses on a total of 14 district facilities along the river, which runs through the City of Bend. The River Plan is data and community driven and over the two-year planning process, the district had over 4,700 touchpoints with the community. A total of 28 projects are included in the River Plan to improve access and habitat along eight miles of riverfront. Three of these projects are the focus of this grant application, which includes consultant support to analyze opportunities for improved non-motorized boat access at McKay, Miller's Landing and Columbia Parks. As part of this work, a design and engineering consultant would complete data collection, site survey, analysis and other necessary reconnaissance to allow the consultant to develop initial conceptual level designs, renderings, cost estimates and permitting analysis at each of the project locations. This work will be the first phase in the design of these improvements, and will help inform feasible improvements and provide the information necessary to complete additional public outreach.

Along the eight-mile segment of river analyzed in the River Plan, there are a total of eleven paddle craft designated access points. As the crow flies, all of these access points are within five-miles of the access points that are the subject of this grant application. These three access points provide a significant amenity to non-motorized boaters. Specific highlights of these access points include:

- **Accessible Amenities:** Both Miller's Landing and McKay Park have accessible parking spaces and restrooms, and Columbia Park has accessible on-street parking. These amenities make these parks more welcoming for less able-bodied individuals who wish to launch non-motorized boats.
- **Neighborhood Proximity:** Columbia Park is the only riverfront park designated as a Neighborhood Park. It's close proximity to residential areas, along with both paved and dirt access paths, help facilitate ease of access, as well as non-vehicular access for non-motorized boat launch.
- **Local and Tourist Draw:** Given the location of these parks, they generate extensive use by locals and visitors alike. Thus, any improvements at these parks would benefit the local community and tourists.
- **Connectivity:** These parks are all accessible via the Deschutes River Trails for non-vehicular access and vehicular access to the site is also supported.



Specifics related to each project site are discussed below.

**McKay Park:** The existing accessible pathway and transfer rocks were installed in 2016. Over time, the district has heard from users that the transfer rocks are not functioning as intended and do not provide the means necessary for mobility challenged individuals to transfer from their wheelchair into/onto a kayak or SUP. Specifically, Oregon Adaptive Sports has told the district that they do not frequent this access point with their clients due to challenges associated with accessing the river. In addition, due to water level fluctuations, over time the accessible pathway to the water has become undercut and has the potential for failure. The district has met with users/user groups to better understand how the transfer station can be improved and has begun addressing the potential accessible pathway failure in areas outside of the water. The proposed project would improve accessible access by designing and ultimately installing an improved accessible access, and address the potential accessible pathway failure within the water.

**Miller's Landing Park:** The existing boardwalk and non-motorized boat access was installed in 2014. Though the boardwalk provides water access for non-motorized boats, it is not accessible and could be improved. The existing access requires users to step onto mostly jagged rocks that do not facilitate ease of entry into the water and onto watercraft. Given water fluctuations, during the winter months the distance between the boardwalk and the rocks can be as much as 24-inches, which is a very substantial step, especially when accessing the water with a watercraft. During the development of the River Plan, numerous community members told the district that they do not use this access point because it is unsafe and hard to use. Improvements to the access were analyzed at a high level as part of development of the River Plan, and the proposed design effort would determine feasible designs to improve access for non-motorized boating use.

**Columbia Park:** The existing designated access point was constructed in 2011 as a small paddle craft hand launch. The access point has severely eroded over time and was temporarily closed in the summer of 2020. As part of the development of the River Plan, there was strong community support for reopening this access point in a sustainable manner. At one point during the River Plan development, the project list included a project to permanently close this access point. The community responded with a petition signed by over 300 people in support of keeping the access point open. This project will allow the district to confirm feasibility and potential designs to allow for the reopening of this access point in a manner that provides non-motorized boat access, while minimizing erosion and habitat impacts.

**B.** Describe the specific actions, materials or equipment that will be completed or donated by the applicant and others. Include limitations for these contributions and how that is factored into the overall project.

All staff time to support implementation of this project will be donated by the district. This includes 20 hours by the Deputy Executive Director, 85 hours by the Development Manager and 250 hours by the Landscape Architect/Project Manager. Using the loaded rates for these employees, the in-kind employee contribution to the project would be \$22,255. As noted in the attached RFP, the anticipated consultant contract is anticipated to cost \$80,000 for a total project cost of \$102,255. Between in-kind and cash match contributions, the district will provide a 50-percent match for this grant application. As such, in addition to the in-kind contribution, the district will provide a \$28,873 cash contribution towards the consultant contract. As a result, this grant application is requesting a total of \$51,127 in support from OSMB to fund the consultant contract. This budget information is detailed in an attachment to this grant application.

There are no limitations on the district's contributions to the project, other than that all work and all funds will be completed by June 30, 2023, consistent with grant requirements.

**C.** Describe all non-boating uses and activities occurring at the site, the proximity of the activities to the boating facility portion of the overall site. (picnicking, camping, trails etc.) and plans to make other facility improvements or modifications.

As part of the development of the River Plan, the district created the Deschutes River Access Map (Access Map), which is attached to this application. This map identifies all 16 riverfront parks (14 were the focus of the River Plan) and indicates the types of activities enjoyed at each park. What follows is a discussion of activities enjoyed at the parks that are the subject of this grant application.

**McKay Park:** This park is number 4 on the Access Map and activities enjoyed at this park include fishing, tubing, non-motorized boat access, wading/swimming, surfing, trail usage and picnicking. The non-motorized boat launch is located on the beach area portion of the park, and the most proximate others uses are tubing and wading/swimming (by people and dogs). Given the small size of the park, all uses are located within 400 feet of the non-motorized boat launch. The non-motorized boat launch is used predominantly by kayaks and SUPSs, and functions as both a put-in and a take-out. The launch is proximate to on-street parking, as well as the Deschutes River Trail, facilitating access by a variety of travel modes. Current work at the park includes a maintenance project to shore up the existing accessible sidewalk to address undercut caused by erosion, as well as development of a beach sand management approach to address sand intrusion on the accessible pathway.

**Miller's Landing Park:** This is park number 5 on the Access Map and activities enjoyed at this park include non-motorized boat access, and swimming/wading (by people and dogs). There are two designated access points at this park – one at the boardwalk and one about 200 feet downstream at the northern edge of the park. Both access points are used for non-motorized access and swimming/wading, and they each function as both a put-in and a take-out. As part of the River Plan identified project at Miller's Landing, the northernmost access point will be closed due to severe erosion that threatens an adjacent tree and property. As such, the improvement of the boardwalk access point is critical. River access at this site is facilitated by the Deschutes River trail and an off-street parking lot, which supports both vehicular and non-motorized access to the site. There are no other identified projects at this park/ these access points at this time.

**Columbia Park:** This is park number 6 on the Access Map and activities enjoyed at this park include non-motorized boat access and swimming/wading (though not shown on the map, district data suggests this does occur here by both people and dogs). Both of these activities occur at the one existing designated access point at this park and visitors use this access point as both a put-in and take-out. As noted previously, this access point had to be closed in the summer of 2020 due to severe erosion and remains closed to this day. The access point is accessible via foot or bike using the Deschutes River Trail and site access is also facilitated with on-street parking immediately adjacent to the park. There are no other identified projects at this park/these access points at this time.

**D.** Briefly describe the history of the boating facility property.

What follows is a description of the history of the three parks that are the subject of this grant application.

**McKay Park:** This community park was acquired by the district in 1998, developed in 1999 and redeveloped in 2016. This redevelopment included the construction of the Bend Whitewater Park, which provides three surfing waves for surfers, paddlers and boogie boarders to enjoy. The whitewater park was developed in partnership with William Smith Properties and Bend Paddle Trail Alliance. McKay Park is 3.7 acres in size and includes approximately 1,100 feet of river frontage and passive areas for picnicking and lounging, in addition to water access. The park's access to the river is highly used for floating, paddling, surfing and swimming/wading. As noted previously in the application, the site includes power, sewer and water easements, but none of these easements are within the area of potential work discussed in this grant application.

**Miller's Landing Park:** This community park was acquired by the district in 2011 and developed in 2014. It is surrounded by older Bend neighborhoods, and across the river from McKay Park. The park is 3.7 acres in size and offers open lawn, a picnic shelter, a community garden, a boardwalk, sand play area, and has two designated access points to the river. These access points include a centrally located boardwalk and a small northern access point. The access points are predominantly used to launch non-motorized boats and for swimming/wading. The park includes a total of approximately 460 feet of river frontage and has an off-street parking lot that has 21 parking spaces, including one accessible space. It is also connected to the Deschutes River Trail at the Columbia Drive bridge just north of the Old Mill District. The river in this section is just downstream of the Bend Whitewater Park, and has slower flows between the park and Drake Park (which is about one-half mile downstream). As noted previously, existing constraints on the park and site include a requirement that the site be used for public park and recreational purposes, and

an easement on the northern portion of the property for landscaping and parking. The work discussed as part of this grant application would not conflict with existing deed and easement requirements.

**Columbia Park:** This neighborhood park was acquired in phases by the district in 1977 and 1984, respectively. It was previously a City park and was redeveloped in 2011, which is when the designated water access point was installed. The park is approximately 2 acres in size and includes 379 feet of river frontage. The park includes a playground, seasonal portable restroom, a lawn area, and an asphalt and dirt loop trail around the park. The river access area is a narrow section along the loop trail, and is grade separated from the rest of the park. Single rail fencing exists along the river with an opening for the designated river access point. This access point is mainly used for non-motorized boat access and swimming/wading, and over time, has seen severe degradation. As noted previously, the park is required to be used for park and recreational purposes and the proposed project would be consistent with this requirement.

**E.** Describe how the project relates to local or regional plans to meet current and future public recreation needs and the needs of the boating public. Identify if the project is included in a Master Plan, Resource Management Plan or other plan. If project location is on the Willamette River, identify how it meets Goal 15 Willamette River Greenway.

The district is a special tax district, separate from the City of Bend. It is governed by a five member, elected Board of Directors and managed by an Executive Director. The district maintains and operates more than 3,000 acres of developed and undeveloped parkland, inclusive of 82 parks and 89 miles of trail.

The Bend Park and Recreation District Comprehensive Plan (<https://www.bendparksandrec.org/wp-content/uploads/2018/07/BPRD-Comp-Plan-Adopted-for-web.pdf>) was approved in 2018 and is the guiding document for the next ten years of parks and recreation in Bend. The plan identifies some important community needs and projects related to river access, specifically:

- **Unmet Needs Analysis:** This analysis was completed to inform long range planning for community needs related to parks, trails, amenities and indoor recreation. It included extensive community outreach over two-years, and over 3,000 people shared information about their recreational needs. Feedback included responses to a statistically valid survey by 532 households. Key expressed community needs relevant to this project include:
  - Riverfront parks are one of the highest priority needs with 72% of households expressing this need (page 65). The unmet needs analysis determined that this need was being met. As such, though a lot of the community uses and enjoys riverfront parks, based upon 2017 data, additional riverfront parks are not necessary.
  - Areas to access the river is one of the highest priority needs with 63% of households expressing this need (page 65). The unmet needs analysis determined that this need was not being met. Implementation of the River Plan will help address this unmet need expressed by the community.
- **Natural Resource River Stewardship:** This is identified as a high priority project in the Comprehensive Plan that was recently completed with the development of the River Plan (Page 93).

The Deschutes River Access and Habitat Restoration Plan includes the three projects that are the subject of this grant application (pages 33 and 34). Both the Miller's Landing and Columbia Parks projects are high priority projects, while the McKay Park project is medium priority. Prioritization is not intended to be a strict prescription of the order in which projects should be developed, rather to help inform when each project should be considered for funding in the district's Capital Improvement Plan (CIP). These projects have been programmed for year one of River Plan implementation for a number of reasons, including:

- **Priority level:** The priority level of the projects indicates that they should be completed in the near-term implementation phase of the plan, if feasible.
- **Closed access:** Columbia Park access was closed in the summer of 2020 due to erosion and there is significant community support for re-opening this access point. Support for re-opening this access point was expressed strongly by the majority of proximate home-owners, some local business and the Bend Paddle Trail Alliance (BPTA).

- **Project Synergy:** Given the proximity of all three projects, the district feels it is critical to evaluate design of the projects concurrently so complimentary improvements can be evaluated and ultimately implemented.

Moving forward with feasibility analysis and conceptual design for these projects as appropriate, is consistent with the goals and projects identified in both the district's Comprehensive Plan and River Plan.

**F. Describe the project implementation and completion timeline.**

What follows are key milestones in the project implementation process:

- Request for Proposals (RFP) issuance – January 6, 2022
- Pre-proposal mandatory meeting – January 20, 2022. This will include a site visit so bidders can better understand the site constraints and opportunities, which will allow for more informed and tailored bids
- RFP proposals due – February 10, 2022
- Notice of intent to award – week of February 21, 2022
- District board meeting to award contract – March 15, 2022
- Notice to proceed – late March 2022
- Consultant to commence work – Late March. Key elements during the approximate seven -month consultant contract period include:
  - Data Collection, Site Surveys and Analysis – This phase includes critical data collection and analysis to inform project feasibility and conceptual drawings. It will include consultation with numerous state and federal organizations, as well as tribal representatives. Site surveys will be completed and a number of analyses will be completed including, but not limited to, hydrology, hydraulics, scour, floodway, species of concern and recreational usage analysis.
  - Data Review and Project Feasibility Analysis – Consultant will thoroughly review all data collected in the previous phase in order to determine project feasibility at each location.
  - Initial Conceptual Designs, Renderings, Cost Estimates and Permitting Analysis - The Consultant shall develop, if deemed feasible by the district and OSMB, a maximum of three, and minimum of two, initial conceptual designs and rendering packages for each project site. Cost estimates and a permitting analysis shall be completed for all project sites.
- Consultant work for phase one (which is the subject of this grant application) to be complete October 2022.

This schedule was developed based upon similar projects and the RFP issuance date was timed to ensure that the consultants could evaluate the sites during both the winter and summer seasons, when usage patterns and water levels vary.

**G. Identify if this project will result in a change of use at the facility or waterbody.**

This project would improve existing non-motorized boating access at three riverfront parks within the district's service area. The three subject access points currently are used by a variety of users including non-motorized boaters, swimmers/waders, floaters and dogs. Usage is predominantly in the summer and summer shoulder seasons, but non-motorized boaters use the access points year-round. The proposed improvements would be focused on non-motorized boat access, with the expectation that these improvements would result in increased usage of these access points by non-motorized boaters over time. These improvements would not have a direct impact on adjacent land owners, but if use increases at these sites, an indirect impact to adjacent landowners would be increased vehicular, bicycle and pedestrian trips. Sufficient infrastructure exists to support additional usage at these sites.

**H. Describe what opportunities have been provided to involve the public in decisions resulting in this proposed project.**

The River Plan was a two- year planning process that included extensive public engagement. Over the course of the plan development, the district had over 4,700 touchpoints with the community. This included two surveys that had a total of nearly 2,000 responses, 12 community meetings with specific groups or the broader community, nine Focus Group meetings, five outreach events, 11 board meetings, as well as substantial email correspondence and phone calls. The district maintains a stakeholder list for of over 300 individuals and groups for the River Plan, and sent out email updates every time there were project



milestones. This list will be kept current as River Plan implementation occurs and stakeholder will be alerted of major project milestones and opportunities for comment. In addition, the district maintains a project web page to keep the community engaged and up to date on the current status of the plan.

The Focus Group was comprised of 14 individuals representing diverse organizations in the access, agency, business, education, environmental and tourist realms. Key participants related to non-motorized access for able-bodied and mobility challenged individuals included Bend Paddle Trail Alliance (BPTA), Central Oregon Coalition for Access (COCA), Oregon Adaptive Sports (OAS) and Tumalo Creek Kayak and Canoe. The input of all 14 organizations was instrumental in the development and refinement of the River Plan's project list. At one point, the project list had nearly 100 projects on in, but in partnership with the Focus Group and with significant public input, the district was able to refine the project list to 28 total projects. This focused list will help facilitate full implementation of the plan over the next decade.

Of the three sites that are the subject of this grant, the Columbia access point received the most public input. This public input included extensive emails both for and against maintaining the access point, a petition in support of keeping the access point open, and a focused meeting with the River West neighborhood association (which the park is a part of) to discuss the access point. The petition and a select number of emails about the Columbia access point are included as an attachment to this grant. Additional attachments include public comments received at some of the public meetings, emails from the public, Focus Group meeting notes relative to these three sites, and letters of support from COCA, OAS, William Smith Properties and Melissa Cleft (regarding the Columbia access point).

I. Describe past performance on OSMB grants. If you have not received a previous grant from OSMB describe past performance with Oregon State Parks, Oregon Dept. of Fish and Wildlife or other state or federal agency awarded grant.

The district has no experience to date with OSMB grants, however, the district has had extensive experience with state and federal grant programs. Based upon available records, the district has received grants or owns properties that received grants from the following state and federal programs since 1966. Given the sheer breadth of grants received for district properties, select grants were discussed in depth to highlight compliance with grant programs. Additional grant details can be provided for any other grants as requested.

- Federal Highway Administration Federal Lands Access Program – This grant (OR BPRD T 372(1)) was for improvements to the Haul Road Trail including design and construction of trail improvements over approximately 3.3 miles of trail. This grant is still open as the project the project was just completed in November, 2021. To date, the district has complied with all grant requirements relative to timelines, payments, reporting, and terms and conditions compliance.
- National Park Service Federal Land and Water Conservation Fund – Twenty-two grants have been received for a variety of projects on district owned property from this program. Based upon district records, twenty-one of these projects were completed with all grant terms compiled with, and one project is still in progress and set to begin construction soon. The 22 grants include three grants for Columbia Park development, all of which were granted to the City prior to the district acquiring the property in 1977 and 1984, respectively. An example of a more recent grant that the district received from this program is discussed below:
  - Sawyer Park Footbridge Replacement, 2003: Grant number 41-01510. This project included design and engineering, site preparation, landscaping, utilities, irrigation, bridge, paving and riparian restoration. Sawyer park is one of the 16 Deschutes River Parks. The district complied with all grant requirements relative to timelines, payments, reporting, and terms and conditions compliance.
- Oregon State Parks Local Government Grant Program – Nine grants have been received from this program, including two to acquire and develop Miller's Landing Park and one to develop McKay park. The district complied with all grant requirements relative to timelines, payments, reporting, and terms and conditions compliance for these grants. More details about these grants are noted below
  - Acquisition of Miller's Landing Park: Grant number LGP0343 in 2010 helped support the acquisition of Miller's Landing Park.
  - Development of Miller's Landing Park: Grant number LGPL-12-05 in 2012 for the development of Miller's Landing Park including support for the irrigation, landscaping, utilities, walkways, riparian protection, picnic shelter, site furnishings, dock, seawall, fencing, lighting, community garden, picnic table and restroom.

- McKay Park Enhancement: LG14-007 in 2014 for park enhancement including elevated overlooks, a new plaza, terraced seating, and three short trails.
- Oregon Department of Fish and Wildlife, Fish Restoration and Enhancement Program – The district received one grant (R&E 05-15) from this program in 2006 for the Pine Nursey Community Park Pond development. The district complied with all grant requirements relative to timelines, payments, reporting, and terms and conditions compliance.
- Oregon Department of Fish and Wildlife, Screening and Passage Program – The district received one grant (S-05-0112) this program in 2013 for the installation of a fish screen on an irrigation intake pipes on the Deschutes River at Riverbend Park. The district complied with all grant requirements relative to timelines, payments, reporting, and terms and conditions compliance.
- Other Federal Grants – The district has experience with other Federal grant programs including Surface Transportation Block Grants (STBG), and Recreation Trail Program (RTP) Grants.
- Other State Grants – The district has experience with other state granting programs including the Oregon Department of Transportation (ODOT) and Oregon Watershed Enhancement Board (OWEB).

**6- PROJECT NARRATIVE DESCRIPTION** – *(Applicants requesting funds for education, educational support or technical assistance not for design, engineering or permitting must complete).*

This section is your opportunity to sell your project. Do not assume that Marine Board staff will know the answers to the questions. You have project knowledge and experience that must be conveyed in your responses. Provide clear and concise responses to the questions.

**A.** Describe the goal, need and anticipated outcomes of the project or program.

N/A

**B.** Describe if your project or program is identified in any education, business, local, or regional plans?

**C.** Describe who is the target audience, how you will engage them to obtain their participation and how the project or program is providing opportunities to underserved communities.

**D.** Describe how waterway and boating safety is incorporated into the project or program.

**E.** Describe the specific actions, materials or equipment that will be completed or donated by the applicant and other. Include any time, availability or other limitations for these contributions and how that is factored into the overall project. If answered under Section 5 leave blank.

**F.** Describe the useful life and how it was determined for any products, materials or equipment obtained as part of the grant.

**G.** Does the proposed project or program occur at a public recreational boating facility? If yes, describe the frequency of use, number of participants and any agreements you have with the facility owner.

**H.** Describe past performance on OSMB grants. If you have not received a previous grant from OSMB describe past performance with Oregon State Parks, Oregon Dept. of Fish and Wildlife or other state agency awarded grant. If answered under Section 5 leave blank.

**I.** Describe the project implementation and completion timeline. If answered under Section 5, leave blank.

**7- PUBLIC SUPPORT OR OPPOSITION** (All applicants must complete)

**Identify specific public support and opposition to the proposed project:**

*Note: this section is part of the grant ranking criteria-include emails and letters with application*

	<u>Supporters Name</u>	<u>Opponents Name</u>
<input checked="" type="checkbox"/> Adjacent landowners:	Columbia petition, Melissa Cleft, William Smith Prop.	Eric Staley
<input checked="" type="checkbox"/> Users groups:	BPTA, Oregon Adaptive Sports, Central Oregon Coalition for Access	
<input type="checkbox"/> Neighborhood association		
<input checked="" type="checkbox"/> Local government:	Focus Group meeting notes	
<input checked="" type="checkbox"/> State/federal government:		All meeting notes have both support and opposition noted
<input checked="" type="checkbox"/> Legislator/congressional:		
<input checked="" type="checkbox"/> General Public	Public Meeting notes	
<input checked="" type="checkbox"/> Other (specify):		

**8- LAND USE, CULTURAL, HISTORIC AND ENVIRONMENTAL APPENDICES--**(All applicants requesting funds for construction must complete Appendix A, B and C. Applicants requesting funds for property acquisition must complete Appendix A through D.

Appendix A-Land Use Compatibility Statement form - attached

Appendix B- Historic and Cultural Resources form - N/A

Appendix C- Natural Resources form - N/A

Appendix D- Property Acquisition form - N/A

**9- APPLICATION SIGNATURE AND CERTIFICATION** *(All applicants must complete)*

**Applicant Signature and Certification**

Application is hereby made for the activities described above, together with attachments. I certify that I am familiar with the information contained in the application and, to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority, including the necessary requisite property interests, to undertake the proposed activities.

I also certify that the Applicant's governing body is aware of this request and has authorized the person identified as the official representative of the Applicant to act in connection with this application and subsequent project as well as to provide additional information as may be required.

By signing below, I affirm the Applicant's intention to enter into a Cooperative Facility Grant Agreement and agree to comply with Oregon State Marine Board's program rules, policies, and guidelines as well as all applicable federal, state, and local laws relating to this proposal, additional conditions applicable to an approved Boating Facilities Grant, and the resulting project.

Rachel M Colton  
Print/Type Name

Park Planner  
Title

*Rachel M Colton*

12/9/21

Applicant Signature

Date

**ATTACHMENTS** *(Are the following items attached to this application?)*

	<b>Required For:</b>	Acquisition	Consulting	Construction	Education
Cover letter		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Photos of project site, existing condition		<input type="checkbox"/>	included	<input type="checkbox"/>	<input type="checkbox"/>
Map or Aerial of project site (Assessor's Map)		<input type="checkbox"/>	Included	<input type="checkbox"/>	If applicable
Design or Plans		If applicable	not applicable	<input type="checkbox"/>	<input type="checkbox"/>
Cost estimate		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Permit-attach either application with letter noting acceptance or actual permit as approved by regulatory agencies.		<input type="checkbox"/>	not applicable	<input type="checkbox"/>	<input type="checkbox"/>
Wetland Delineation Report		<input type="checkbox"/>	not applicable	<input type="checkbox"/>	If applicable
Tribal Consultation Letter/Email		<input type="checkbox"/>	not applicable	<input type="checkbox"/>	<input type="checkbox"/>
Consultant contract		If applicable	<input checked="" type="checkbox"/>	If applicable	If applicable
Pre-agreement documentation		<input type="checkbox"/>	Consultant contract	<input type="checkbox"/>	<input type="checkbox"/>
Federal indirect rate documentation		<input type="checkbox"/>	not applicable	<input type="checkbox"/>	<input type="checkbox"/>
Letters/emails of support		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Informational Brochure and/or website		If applicable	not applicable	If applicable	<input type="checkbox"/>
Education or Business Plan		If applicable	Not applicable	If applicable	<input type="checkbox"/>
Facility owner site operation agreement		If applicable	Not applicable	If applicable	<input type="checkbox"/>
Land Use Compatibility Statement (LUCS)		<input type="checkbox"/>	Included	<input type="checkbox"/>	
<b>Appendix A</b>					
Historical, Cultural, Archaeological Resources form, <b>Appendix B</b>		If applicable	Not applicable	<input type="checkbox"/>	<input type="checkbox"/>
Natural Resources form, <b>Appendix C</b>		If applicable	Not applicable	<input type="checkbox"/>	If applicable



Property Acquisition form, <b>Appendix D</b>	<input type="checkbox"/>	Not applicable	If applicable	If applicable
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For more information about completing this application refer to the [Boating Facility, Waterway Access & Small Grant Procedures Guide](#) found on our website, [www.oregon.gov/osmb/boating-facilities](http://www.oregon.gov/osmb/boating-facilities) .

For questions contact Janine Belleque, Boating Facilities Manager, 503-378-2628, [janine.belleque@oregon.gov](mailto:janine.belleque@oregon.gov)

Submit completed application and documentation to Jennifer Peterson, Facilities Administrative Assistant, 503-378-2727, [Jennifer.peterson@oreogn.gov](mailto:Jennifer.peterson@oreogn.gov)

# APPENDIX A

## Land Use Compatibility Statement (LUCS)

A Land Use Compatibility Statement (LUCS) is used to ensure that proposed projects are consistent with local land use requirements.

### Section 1- Applicant and Site Information (to be completed by applicant)

Applicant/Entity Name: Bend Park and Recreation District (BPRD)			
Project Manager Name: Ian Isaacson		Phone: 541-706-6154	
Project Name: McKay, Miller's Landing and Columbia Parks River Access Design			
Project Address: 80 N Riverside Blvd., 166 SW Shevlin Hixon Drive, 264 NW Columbia Street		City, Zip Bend, 97701 or 97702	
Latitude Multiple		Longitude Multiple	
Township Multiple	Range Multiple	Section Multiple	Tax Lot: Multiple
Project Description: Consultant services for river access design at McKay, Miller's Landing and Columbia Parks.			

### Section 2- To be completed by City or County Planning Official

#### Determination of Compliance with Local Land Use Requirements.

The project property is located <input checked="" type="checkbox"/> Inside City Limits <input type="checkbox"/> Outside City Limits <input checked="" type="checkbox"/> Inside UGB <input type="checkbox"/> Outside UGB	
Current Comprehensive Plan Designation: <i>McKay = MR comp plan &amp; zoning</i> <i>Miller's Landing = RM comp plan &amp; zoning</i> <i>Columbia = PF comp plan and zoning</i> Current Zoning:	
Does the project require land use review to determine compliance with land use regulations? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If <b>No</b> , it means that no local land use review is needed. <b>Skip to Planning Official Information below.</b> If <b>Yes</b> , what is the status of the land use application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Under Review <input checked="" type="checkbox"/> Not Yet Received	
List file numbers:	
Is this decision final: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Comments:	

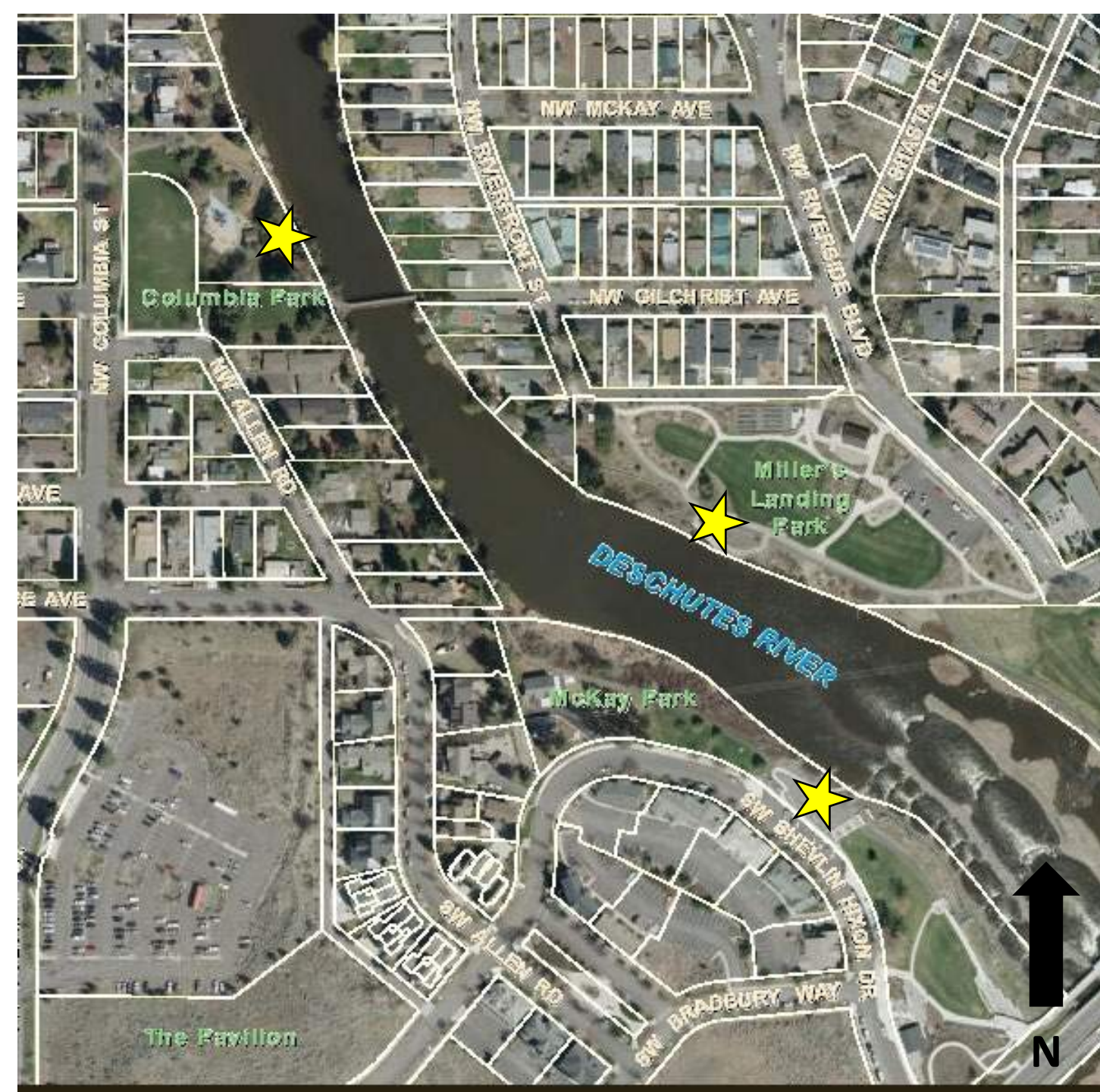
Jurisdiction: <i>City of Bend</i>	
Planning Official Name and Title: <i>Aaron Henson, Senior Planner</i>	
Mailing Address: <i>710 NW Wall Street</i>	
City, Zip: <i>Bend, OR 97703</i>	
Phone: <i>541-<del>706-6154</del> 383-4885</i>	Email: <i>ahenson@bendoregon.gov</i>
Planning Official Signature: <i>Aaron Henson</i>	Date: <i>11/18/2021</i>

**Project Photos and Maps**  
**McKay, Miller's Landing and Columbia Parks Water Access Study**



# Project Vicinity Map

- McKay, Miller's Landing and Columbia Parks are located within about a half-mile of each other along the Deschutes River
- All parks are primarily surrounded by residential uses along with some commercial uses
- Access from one park to the other is facilitated by a foot bridge to the north and a vehicular and pedestrian bridge to the south
- The Deschutes River Trail goes through each of the parks and facilitates north/south connectivity
- Miller's Landing has a dedicated parking lot in addition to on-street parking, while all parking for McKay and Columbia Parks is on-street





# McKay Park

McKay Park has one of the four beach access points along the Deschutes River. The four beach access points are the highest use designated access points. Sand intrusion and pathway undermining due to water levels fluctuations and erosion are two maintenance issues the district is currently addressing. Additional work needs to be completed to improve accessible access to the water. Image below is of the accessible pathway and images to right are of the existing pathway and transfer station.





# Miller's Landing Park



Erosion at the northern access point, which is planned to be closed as part of the project identified in the River Plan.



Map identifying two designated access points and associated project scope.



The boardwalk access point is challenging for users given the significant height difference between the water and the boardwalk, and the existing jagged rocks. Current design limits the number of individuals who can access the water with their kayaks and SUPs at this access point.



# Columbia Park



2014

**Before/After** - When developed in 2011, the Columbia access point was a gentle slope into the river intended for non-motorized boater access. Intensive use over the past decade has created severe erosion that necessitated access point closure in the summer of 2020.



2019



2020











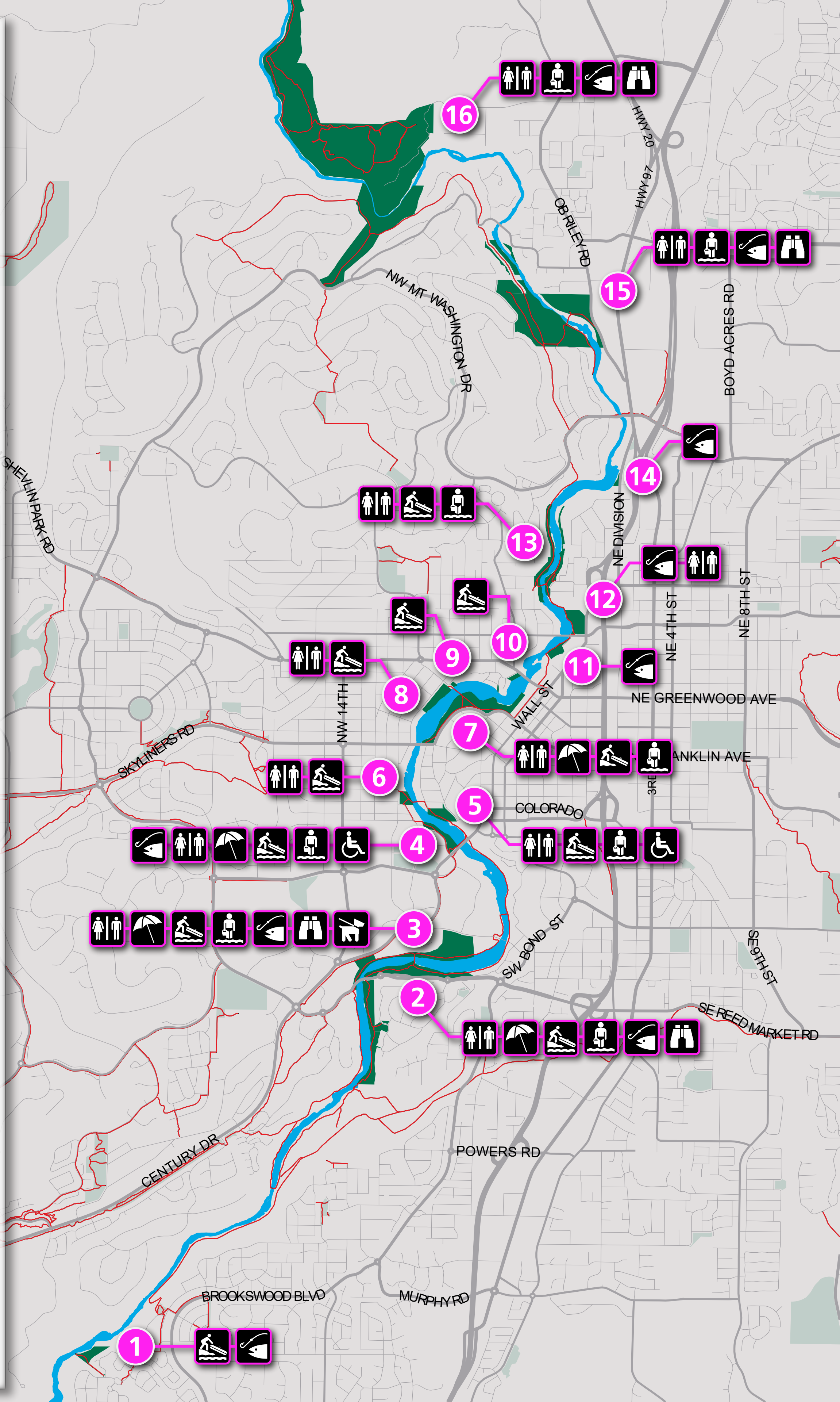
2020



# Deschutes River Access Map



-  Restroom
-  Beach Access
-  Hand Launch / Paddlecraft
-  Wading / Swimming
-  Fishing
-  Wildlife Viewing
-  Wheelchair Access
-  Dog Park
- 1** River Rim Park
- 2** Farewell Bend Park
- 3** Riverbend Park
- 4** McKay Park
- 5** Miller's Landing Park
- 6** Columbia Park
- 7** Drake Park
- 8** Harmon Park
- 9** Pageant Park
- 10** Brooks Park
- 11** Pacific Park
- 12** Pioneer Park
- 13** First Street Rapids Park
- 14** Riverview Park
- 15** Sawyer Park
- 16** Riley Ranch Nature Reserve





**Project Budget**  
**McKay, Miller's Landing and Columbia Parks Water Access Study**

## McKay, Miller's Landing and Columbia Parks River Access Study Overall Budget

Description	Total \$	Notes
Consultant Contract	\$80,000	Anticipated costs noted in RFP
In-Kind Staff Time	\$22,255	See details on next page
<b>Total Project Cost</b>	<b>\$102,255</b>	
BPRD Contribution - Cash	\$28,873	
BPRD Contribution - In-Kind Staff Time	\$22,255	
OSMB Grant Request	\$51,127	Total BPRD contribution - \$51,128
<b>Total Project Cost</b>	<b>\$102,255</b>	

## McKay, Miller's Landing and Columbia Parks River Access Study In-Kind Staff Contribution

Description	Total Hours	Loaded Rate	Total Cost
BPRD Project Manager – RFP and Contracting	50	\$55.00	\$2,750.00
BPRD Development Manager – RFP and Contracting	10	\$73.00	\$730.00
BPRD Deputy Director – RFP and Contracting	5	\$115.00	\$575.00
BPRD Project Manager – Team Coordination	90	\$55.00	\$4,950.00
BPRD Development Manager – Team Coordination	20	\$73.00	\$1,460.00
BPRD Project Manager – Design Iterations with Consultant	40	\$55.00	\$2,200.00
BPRD Development Manager – Design Iterations with Consultant	20	\$73.00	\$1,460.00
BPRD Project Manager – Site Tours	10	\$55.00	\$550.00
BPRD Development Manager – Site Tours	5	\$73.00	\$365.00
BPRD Project Manager – Data Review, Analysis and Design Review	60	\$55.00	\$3,300.00
BPRD Development Manager – Data Review, Analysis and Design Review	30	\$73.00	\$2,190.00
BPRD Deputy Director – Data Review, Analysis and Design Review	15	\$115.00	\$1,725.00

**Total      \$22,255.00**

**Consultant Request for Proposals**  
**McKay, Miller's Landing and Columbia Parks Water Access Study**



## **REQUEST FOR PROPOSALS (RFP)**

for

Planning, design, and engineering services for a river access study at  
McKay, Miller's Landing and Columbia Parks

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**PROJECT NUMBER:** 188

**PROJECT NAME:** McKay, Miller's Landing and Columbia Parks River Access Study

**DATE OF ISSUANCE:** January 6, 2022

**PROPOSALS DUE:** February 10, 2022, 2:00 PM pacific time  
at 799 SW Columbia Street, Bend, OR 97702

---

### **PROJECT MANAGER**

Ian Isaacson  
Landscape Architect  
(541) 706-6154

### **CONTRACT ADMINISTRATOR**

Justin Sweet  
Business Analyst  
(541) 706-6102

Bend Park and Recreation District (the “**District**”) is seeking a professional services team to provide the necessary planning, design, and engineering services for a river access study at McKay, Miller’s Landing, and Columbia Parks. This first phase of development will be at three project locations identified as projects #20, #21, and #22 in the Deschutes River Access and Habitat Restoration Plan ([www.bendparksandrec.org/riverplan](http://www.bendparksandrec.org/riverplan)). These projects focus on improving and refining access at McKay Park (#20), Miller’s Landing Park (#21), and Columbia Park (#22). This initial phase includes data collection, site survey, analysis, and other necessary reconnaissance to allow the consultant to develop initial conceptual level designs, renderings, cost estimates, and permitting analysis at each of the project locations.

Sealed Proposals will be accepted by Justin Sweet, Business Analyst, or designee at the Bend Park and Recreation District Administration Office, 799 SW Columbia Street, Bend, Oregon 97702 until **the date and time listed in RFP Section 1.2 - Schedule**. No Proposals will be accepted after this date and time.

Proposals shall be submitted in a sealed envelope and marked as follows: **Proposer’s Name and PROPOSAL for McKay, Miller’s Landing and Columbia Parks River Access Study, Project #188**

A Fee Proposal for the Scope of Services shall be included in a separate sealed envelope, available for opening with the District if selected for contract negotiation. The envelope shall be clearly marked: **Proposer’s Name and FEE PROPOSAL for McKay, Miller’s Landing and Columbia Parks River Access Study, Project #188**

There will be a **mandatory** pre-Proposal meeting for all interested parties **at the date and time listed in RFP Section 1.2 - Schedule, starting at McKay Park, 166 SW Shevlin Hixon Dr, Bend, OR 97702**, followed by the other project locations. Prospective prime-Proposers are required to attend the pre-Proposal meeting. Sub-Proposers are encouraged, but not required, to attend the pre-Proposal meeting.

Solicitation documents, addenda, and notifications of results for this project may be viewed, printed or ordered on line from Premier Builders Exchange at <http://premierbx.com/>. Proposers are responsible for checking this web site for the issuance of any addenda prior to submitting a Proposal. The District encourages prime-Proposers to register with Premier Builders Exchange as a plan holder on this project. Register at <http://plansonfile.com>. Questions regarding registering with Premier Builders Exchange should be directed to 541-389-012 or [admin@plansonfile.com](mailto:admin@plansonfile.com).

Proposals will be considered non-responsive if the Proposal does not reflect all addenda.

Proposer’s with technical questions regarding the project, or requests for clarification or change, should be directed to Ian Isaacson at (541) 706-6154, or [ian@bendparksandrec.org](mailto:ian@bendparksandrec.org) and must be received by **the date and time listed in RFP Section 1.2 - Schedule**. Proposers with non-technical inquiries may contact Justin Sweet, Business Analyst at (541) 706-6102 or [justins@bendparksandrec.org](mailto:justins@bendparksandrec.org).

The District may reject any Proposal not in compliance with all prescribed public contracting procedures and requirements and may reject for good cause all Proposals upon a finding of the District that it is in the public interest to do so.

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## **Section 1. Purpose and General Information**

### **1.1. Introduction**

#### **1.1.1. Overview, Objectives, and Background**

The District is seeking Proposals from qualified licensed professionals to conduct the first phase of development at three project locations identified as projects #20, #21, and #22 in the Deschutes River Access and Habitat Restoration Plan. These projects focus on improving and refining access at McKay Park (#20), Miller's Landing Park (#21), and Columbia Park (#22), locations further detailed in section 1.1.4.

This initial phase includes data collection, site survey, analysis, and other necessary reconnaissance to help inform the District on each project's feasibility, and if determined feasible, allow the Consultant to develop initial conceptual level designs, renderings, cost estimates, and permitting analysis at each of the selected project locations. Responses to this RFP should include a sufficient amount of detail for the District to understand the Consultant's experience and skills with respect to the types of projects and services described in this RFP.

Following the review of the initial conceptual plans, renderings, cost estimates, and permitting analyses, the District may, at the District's sole discretion, decide to move forward with some or all project locations. If determined feasible, the District intends to enter into the second phase of the project and negotiate an amendment to the original agreement to include support for District led public outreach, preferred conceptual designs, design development, land use, permitting, construction documentation, bid services, and construction administration for the selected project locations. The District shall not be obligated to negotiate an amendment for the second phase of the project with the Consultant. The District may, at the District's sole discretion, issue a separate RFP for the second phase of the project, and may award an agreement to a different consultant.

Proposals shall be based on the "Scope of Work" described in section 4 below.

The District's goals for the project include, but are not limited to: identifying project feasibility at each location; understanding permitting requirements and associated timelines to acquire them; developing up to three concept level designs for each feasible project location, detailed graphics that clearly illustrate dimensions and spatial relationships for site features, proposed materials, cost analysis, and methodologies for implementation of the proposed designs for projects #20, #21, and #22.

Designs must allow the District to:

- Balance habitat restoration and user access where feasible.
- Improve and/or consolidate existing access points.
- Engage diverse stakeholders in future development phases.
- Obtain all necessary permits for implementation.
- Develop a fiscally sound implementation plan for the selected projects.

For a full and comprehensive background on the steps taken by the District to identify the projects specified for this first phase of development, please refer to the Deschutes River Access and Habitat Restoration Plan document at [www.bendparksandrec.org/riverplan](http://www.bendparksandrec.org/riverplan).

### 1.1.2. Project Term

Phase 1 of this project is anticipated to start by **March 2022** and be completed by **October,31 2022**.

### 1.1.3. Budget

The District’s estimated budget for the Phase 1 work described in section 4, Scope of Work, is \$80,000.00.

The total project budget is currently unknown and will be determined by the District at a later date.

### 1.1.4. Project Locations

- **McKay Park**, 166 Southwest Shevlin Hixon Drive, Bend, OR 97702 (“#20”)
- **Miller’s Landing Park**, 55 NW Riverside Blvd, Bend, OR 97701 (“#21”)
- **Columbia Park**, 264 Northwest Columbia Street, Bend, OR 97701 (“#22”)

### 1.1.5. Minimum Proposer Qualifications

The Consultant’s team shall consist of qualified landscape architects, engineers, accessibility designers/consultants, fish biologists, ecologists, hydrologists and/or specialists with the professional expertise and knowledge necessary to complete the types of projects and services described in this RFP.

The Consultant’s team should have specific knowledge and experience working on Central and/or Eastern Oregon creeks and rivers, working with recreation management, and working in urban and suburban environments.

## 1.2. Schedule

<b>Event</b>	<b>Due Date</b>
RFP Release, (Date of Issuance)	<b>January 6, 2022</b>
Pre-Proposal Meeting Mandatory	<b>January 20, 2022, 10:00 AM pacific time*</b>
Written Questions Due By	<b>January 27, 2022, 5:00 PM pacific time</b>
Answers to Questions Issued By	<b>February 3, 2022</b>
Closing	<b>February 10, 2022, 2:00 PM pacific time</b>
Opening of Proposals	<b>February 10, 2022</b>
Review of Proposals	<b>February 17, 2022</b>
Interviews (If needed)	on or about <b>the week of February 21, 2022</b>

\*The mandatory Pre-Proposal meeting will be on-site starting at **McKay Park, 166 SW Shevlin Hixon Dr, Bend, OR 97702.**

### **1.3. Definitions**

For general definitions see OAR 137-048-0110, which are incorporated by reference herein.

- **“Contract Administrator and Project Manager”** shall mean the persons the District has designated as the points of contact for this RFP.
- **“Consultant”** shall mean the Proposer awarded an agreement to perform the Scope of Work.
- **“District”** and **“BPRD”** shall mean Bend Park and Recreation District.
- **“Proposal”** shall mean a written response to this RFP.
- **“Proposer”** shall mean a person or organization submitting a written response to this RFP.
- **“RFP”** and **“Solicitation”** shall mean this Request for Proposals.
- **“Scope of Work”** shall mean the general character of the supplies and services, the work’s purpose and objectives, and the District’s expectations. Examples of expectations include, if applicable, a description of the proposed purchase, specifications, tasks (obligations), deliverables, delivery or performance schedule, and acceptance requirements. The Scope of Work helps the prospective Proposers develop their Proposals.
- **“Statement of Work”** shall mean the specific provision in the final Agreement which sets forth and defines in detail the agreed-upon objectives, expectations, performance standards, and other obligations.

### **1.4. Solicitation Process**

#### **1.4.1. Procurement Authority and Method**

The District is issuing the RFP pursuant to its authority under Bend Park and Recreation District Resolution 386. The District intends to use the Formal Selection Method pursuant to OAR 137-048-0220.

Proposers responding to the RFP do so solely at their own expense. The District is not responsible for any Proposer costs or expenses associated with the RFP.

#### **1.4.2. Availability of Documents**

The RFP, including all addenda, attachments, and notifications of results for the RFP, may be viewed, printed or ordered on line from Premier Builders Exchange at <http://www.premierbx.com>, under Public Works Projects. Proposers are responsible for checking Premier Builders Exchange for the issuance of any addenda prior to submitting a

Proposal. The District encourages prime-Proposers to register with Premier Builders Exchange as a planholder for this project. Register at [plansonfile.com](http://plansonfile.com). If you have questions contact Premier Builders Exchange at 541-389-0123 or email at [admin@plansonfile.com](mailto:admin@plansonfile.com).

Proposals will be considered non-responsive if the Proposal does not reflect all addenda.

#### **1.4.3. Reservation of District Rights**

District reserves all rights regarding the RFP, including, without limitation, the right to:

- Amend, delay, or cancel the RFP without liability if the District finds it is in the best interest of the District or the public to do so;
- Reject any or all Proposals received upon finding that it is in the best interest of the District or the public to do so;
- Waive any minor informality or non-conformance with the provisions or procedures of the RFP, and seek clarification of any Proposal, if required;
- Reject any Proposal that fails substantially to comply with all prescribed RFP procedures and requirements;
- Negotiate an agreement based on the Scope of Work described in section 4 and to negotiate separately in any manner necessary to serve the best interest of the public pursuant to OAR 137-048-0220 (4)(a)(G);
- Amend any agreements that are a result of the RFP;
- Engage consultants to perform the same or similar services; and
- To extend any agreements that result from the RFP without an additional procurement process for up to five (5) years, for the circumstances described in OAR 137-048-0310.

The intent of the RFP is to identify a Proposal from a Proposer with the level of specialized skill, knowledge and resources to perform the work described in the RFP. Qualifications, performance history, expertise, knowledge, and the ability to exercise sound professional judgment are primary considerations in the selection process. The District reserves the sole right to determine the best Proposal for the District's needs.

#### **1.4.4. Inspection of Proposals**

After an agreement with the Consultant has been executed or this RFP is cancelled, Proposals will be open to inspection in accordance with OAR 137-048-0130 (7)(c). If a Proposal contains any information that may be considered exempt from disclosure under Oregon Public Records Law, ORS 192.311 through 192.431, the Proposer must clearly designate the portions of its Proposal that Proposer claims are exempt from disclosure, along with a justification and citation to the authority relied upon. Application of the Oregon Public Records Law shall determine whether any information is actually exempt from disclosure. Identifying the Proposal in whole as exempt from disclosure is not acceptable. If the Proposer fails to identify the portions of the Proposal that the Proposer claims are exempt from disclosure and the authority used to

substantiate that claim, the Proposer is deemed to waive any future claim for non-disclosure of that information.

### **1.5. Single Point of Contact**

All technical questions about the requirements of the RFP or Scope of Work shall be directed to the Project Manager listed on the cover page. Non-technical questions, or questions about contractual requirements, the evaluation process, or the procurement process shall be directed to the Contract Administrator listed on the cover page.

### **1.6. Methods of Seeking Modifications to RFP, Contractual Provisions or Specifications**

#### **1.6.1. Procedure**

- Any Proposer may submit to the Contract Administrator a written request for changes to the RFP, contractual terms, or specifications. The request shall include the reason for the requested changes, the proposed changes, be supported by factual documentation, and shall contain all other information required by OAR 137-048-0240.
- Requests for modifications to the RFP may be requested in writing, as follows: (a) request for clarification; (b) formal submittal of requests for changes to the RFP, contractual terms, or specifications; or (c) formal submittal of protests of the RFP, contractual terms, or specifications.
- Envelopes containing requests for clarification, requests for change, and protests shall be marked as follows:
  - Request for Clarification / Change / Protest
  - RFP Number
  - Project Name
- Envelopes must be received by the Contract Administrator prior to the date and time specified in section 1.2. This deadline for submission may be extended by addendum. No requests for clarification, requests for change, or protests regarding the RFP, contractual terms or specifications shall be considered if received after the date and time specified in section 1.2.

#### **1.6.2. Requests for Clarification / Questions**

Questions, including requests for explanations of the meaning or interpretation of provisions of the RFP, shall be submitted in writing to the Contract Administrator prior to the date and time specified in section 1.2.

#### **1.6.3. Protests of RFP**

Proposers may submit to the Contract Administrator a written protest of RFP, contractual terms or specifications. To be considered, Protests shall:

- Identify the Proposer's name and reference the RFP number

- Contain evidence that supports the grounds on which the protest is based and specify the relief sought, including a statement of the proposed changes to the process or RFP provisions, requirements or terms and conditions that the Proposer believes shall remedy the conditions upon which the protest is based.
- Be signed by the Proposer's authorized representative
- Be submitted to the Contract Administrator to the address listed on the cover page by the solicitation protest due date specified in section 1.2.

The District shall not consider solicitation protests that do not meet the requirements of this section. The District shall resolve all solicitation protests in accordance with OAR 137-048-0240.

### **1.7. Submission of Proposals**

Proposals shall be received by the Contract Administrator no later than Closing at the address listed in section 1.3 - Schedule. Proposals shall be sent to the attention of the Contract Administrator. Late, faxed, or electronically transmitted Proposals shall not be accepted.

#### **1.7.1. Withdrawal of Proposals**

If a Proposer wishes to withdraw a submitted Proposal, it shall do so prior to the Closing date and time. The Proposer shall submit a written request to withdraw, signed by the Proposer, on the Proposer's letterhead, to the Contract Administrator.

### **1.8. Opening of Proposals**

Proposals shall be opened and the names of all Proposers shall be read at the date and time listed in section 1.2 at the location listed on the Invitation to Submit. Proposals will not be read aloud.

### **1.9. Evaluation and Award**

The evaluation and award processes are described in section 3.

## **Section 2. Proposal Requirements**

Proposals shall address the proposal and submission requirements set forth in the RFP. Proposals shall respond to all elements of information requested without exception. Proposals that do not meet the requirements set forth in the RFP shall be deemed non-responsive and shall not be further considered.

### **2.1. Administrative Proposal Requirements**

#### **2.1.1. Attachment A – Proposer Information Sheet**

The Proposer shall sign and submit one original of Attachment A - Proposer Information Sheet.

### 2.1.2. Copies

Written Proposals shall not exceed a total of **22**, 8.5 x 11 inch pages with a minimum text size of 11; if double sided copies are provided this means **11** sheets of double sided content, and bound with a single binder clip. Fee Proposals shall not exceed one 11 x 17 inch page, single sided sheet.

- All pages of written Proposal are included in total page count, including Proposer Information Sheet, resumes, project experience, and all other required documentation and responses, **EXCEPT** Fee Proposal which must be submitted in a separate sealed envelope.
- Elaborate art work, cover pages, head shots, expensive paper or binders, brochures, or other promotional presentations beyond that sufficient to present a complete and effective Proposal are not desired.
- Fee proposal shall include at least the following (the “**Fee Proposal**”):
  - Task Subtotals
  - Labor Hours for all team members
  - Billable Labor Cost for all team members
  - Reimbursable Expenses for all team members
  - Estimated Expenses
  - Subconsultant Markup
  - Total Maximum Fee
- Use of recyclable materials is required as part of the District’s sustainable business practices. The District requires the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The District prohibits the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, staples and plastic or glossy covers or dividers. Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable (if sheets are printed on both sides, it is considered to be two pages and are required to be bound using a single binder clip).
- **Five print copies** and **one digital copy** in PDF format shall be submitted.
  - The electronic copy of the Proposal shall be provided on a USB storage drive, and shall be in a PDF format. All PDF files shall use compressed graphics for ease of distribution via email.

### 2.2. Technical Proposal Requirements

The Proposal shall describe how the Proposer meets each of the technical requirements described in section 4 - Scope of Work. Proposals shall be evaluated as described in section 3, by the following evaluation criteria:

### **2.2.1. Insurance Coverage**

- Proposer must provide a statement that Proposer currently has, or prior to executing an agreement if awarded will be able to obtain, insurance coverage meeting or exceeding the insurance requirements detailed in the attached Sample Agreement.

### **2.2.2. References**

- Proposer must provide at least three references, references from projects of similar type and scope are preferred. References may be submitted for either the prime-Proposer or the sub-Proposer(s), if any, and will be evaluated as part of the required qualifications for both the prime-Proposer and sub-Proposer(s), if any.

### **2.2.3. Project Team**

- Identify key staff from prime-Proposer and sub-Proposer(s), if any, that would be assigned to this project, and describe key staff's specific roles, qualifications, and experience, key staff experience with projects of similar type and scope are preferred.
- Describe how the current and projected workload of key staff identified allows for sufficient capacity to complete the Project.
- Describe other projects the proposed project team have worked on or completed together, projects of similar type and scope are preferred.

### **2.2.4. Approach and Process**

- Proposer's shall:
  - Describe approach to design; project, budget, and schedule management, communication, and public engagement.
  - Provide proposed project schedule.
  - Provide critical review of proposed scope of work, depicted in section 4.
  - Identify possible efficiencies and savings available from alternative work scopes.
  - Identify possible efficiencies in proposed scope of work that would reduce overall scope and fee.
  - Identify additional or alternative work processes that would increase or decrease scope or fee.

### **2.2.5. Experience**

- Describe Proposer's experience with:
  - Designing and engineering accessible public river access sites.
  - Central Oregon's, or other similar regions', climate, geology, and material availability.
  - Authority's Having Jurisdiction ("AHJ") for this project: see Scope of Work for anticipated AHJ's.



- Design team working collaboratively with general public.
- Demonstration of local knowledge and familiarity with affected communities.

### **Section 3. Evaluation and Award**

#### **3.1. Evaluation Process**

##### **3.1.1. Evaluation Overview**

The District shall evaluate and score all Proposals on the completeness, quality, and applicability of their content in accordance with the following sections:

- Section 3.2, Evaluation of Minimum Requirements (Pass / Fail)
- Section 3.3, Evaluation of Technical Proposal (Scored)
- Section 3.4, Evaluation of Presentations, Demonstrations and Interviews (Scored)
- Section 3.5, Ranking of Proposals

##### **3.1.2. Evaluation Committee**

The District shall establish an evaluation committee of at least three members, which may consist of District staff, land owner representative(s), government partners, and community partners, to review, evaluate, and score each Proposal (the “Evaluation Committee”).

##### **3.1.3. Disqualification**

Any attempt by a Proposer to improperly influence a member of the Evaluation Committee during the Proposal review and evaluation process shall result in rejection of that Proposal.

#### **3.2. Evaluation of Minimum Requirements (Pass / Fail)**

The Evaluation Committee shall review all Proposals on a pass/fail basis and determine if each Proposal meets the minimum technical Proposal requirements described in section 2 of this RFP. Proposer’s failure to comply with the instructions or to submit a complete Proposal may result in the Proposal being deemed non-responsive. Only those Proposals deemed responsive to the minimum requirements shall be considered for further evaluation.

#### **3.3. Evaluation of Technical Proposal (Scored)**

The Evaluation Committee shall score all Proposals using the quantity and quality of information contained within the Proposal. Points assigned by each Evaluation Committee member shall be added together and divided by the total number of Evaluation Committee members to compute an average score for the evaluation criteria. Fee Proposal information shall not be available to the Evaluation Committee during this evaluation of technical proposals.

The Evaluation Committee may request additional clarification from Proposers for any portion of the Proposals. If a Proposal is unclear, the Proposer may be asked to provide clarification. No new

information or documentation may be submitted, however, and clarifications may not be used to rehabilitate a non-responsive Proposal. Proposers shall remain available during the evaluation period to respond to requests for additional clarification. Proposers shall submit written signed clarification(s) within 24-hours (Monday-Friday, excluding federal holidays) following receipt of the request. Failure to provide clarification may result in a lower score. The Evaluation Committee shall assign points to its evaluation of each Proposal as follows:

**3.3.1. Scoring**

<b>Scoring Criteria</b>	<b>Maximum Point Value</b>
Section 2.2.1 Insurance Coverage	Pass/Fail
Section 2.2.2 References	Pass/Fail
Section 2.2.3. Project Team	30
Section 2.2.4. Approach and Process	40
Section 2.2.5. Experience	30
<b>Total Points Possible</b>	<b>100</b>

**3.3.2. References**

See section 2.2.2 for reference requirements

- District reserves the right to request references in addition to those provided by the Proposer, to investigate any references whether or not furnished by the Proposer, and to investigate the past performance of any Proposer. District may investigate the qualifications of a Proposer, including but not limited to: successful performance of similar services; compliance with specifications and contractual obligations; its completion or delivery of services on schedule; and its lawful payment of suppliers, subcontractors, and workers. District may postpone the award or execution of the Agreement after the announcement of the apparent successful Proposer in order to complete its investigation. See other Reservation of District’s Rights in section 1.4.3. The District may make up to three attempts to contact each of the reference sources. These attempts shall be made during normal business hours. If the three attempts are unsuccessful, the Proposer shall receive zero points for that Reference source. Each reference that is contacted and questioned shall be asked questions from the categories listed in section 2.2.

**3.4. Evaluations of Presentations, Demonstrations and Interviews**

District may conduct and score presentations, demonstrations or interviews (collectively called “events”) at the discretion of District. If any events are conducted, the following procedures shall apply. District reserves the right to provide further procedures, or change any of the following

procedures, and if it does so, District shall notify the Proposer of such further procedures or changes when it notifies the Proposer of the time and date of the event.

The high-scoring Proposer(s) shall be invited to provide an event to the Evaluation Committee. All costs associated with the event are the responsibility of the Proposer. If applicable, Proposer shall provide all audio/visual equipment necessary for the event. District shall provide a room equipped with a network connection; however, District is not responsible if this connection fails for any reason. District suggests that Proposer have a back-up event (visual aids, handouts) prepared in the event of connection failure. District reserves the right to not reschedule any event due to technical difficulties.

Each Proposer shall be given a maximum of one-hour for its event. Following the event, the Proposer shall allow a maximum of one-hour for the Evaluation Committee to ask questions. Items to be covered in the event shall include, but need not be limited to:

- Visual representation of project, clarity of information presented
- Completeness of information presented
- Interaction of team members presenting information
- Ability to respond to questions of the Evaluation Committee

Each member of the Evaluation Committee shall award points based on his or her assessment of how well the event covered each subject area. Fee Proposal information shall not be available to the Evaluation Committee during the event evaluation.

- Evaluation of presentation points shall be scored by adding the total points provided by the Evaluation Committee, then divided by the number of Evaluation Committee members to compute an average score for the demonstration. This average score shall be combined with all other scores to arrive at a total cumulative score.

### **3.5. Ranking of Proposals**

The Evaluation Committee shall add together the points awarded a Proposal to determine the total score and ranking of each Proposal.

### **3.6. Award Notification and Process**

Once the Evaluation Committee reaches agreement on an apparent first Proposer, the District shall notify all Proposers in writing of Notice of Intent to Award. District may request a meeting to open and inspect Proposer's Fee Proposal submittal with the Proposer present.

It is the intent of District to negotiate a scope and total fee, for Phase 1, with the highest ranked Proposer prior to award of an agreement. District reserves the right to negotiate a final agreement that is in the best interest of the District. District shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if the District and the Proposer are unable for any

reason to reach agreement on a fee within a reasonable amount of time. The District may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer until negotiations result in an agreement or the District cancels the RFP per OAR 137-48-0250.

## **Section 4. Scope of Work**

### **4.1. Phase 1**

#### Project Milestones

1. Working Meetings
2. Data Collection, Site Surveys and Analysis
3. Data, Survey, and Analysis Review
4. Initial Conceptual Designs, Renderings, Cost Estimates and Permitting Analysis

\*Actual order of milestones may vary, with some happening concurrently. Consultant is to confirm estimated timelines and schedules with BPRD's project manager.

#### 1. Meetings

- a. Project Kick-off meeting with BPRD project staff once Notice to Proceed has been issued by BPRD (in person with site visits)
- b. Coordination meetings with appropriate outside agencies as needed (in person or virtual)
- c. Mid-work progress meeting with BPRD staff and key stakeholders (in person or virtual)
- d. Final product review meeting with BPRD staff, outside agencies and key stakeholders (in person or virtual)
- e. Twice a month coordination meetings/conference calls with BPRD staff for duration of project (in person or virtual)
- f. Provide support to BPRD staff for up to two BPRD Board of Director's meetings
- g. Consultant Deliverables
  - i. Meeting minutes in PDF format

#### 2. Data Collection, Site Surveys and Analysis

- a. Data Collection:
  - i. Collect and document pertinent available data, resource information on file and permitting requirements with BPRD, City of Bend (COB), Deschutes County (DC), Oregon Water Resources Department (OWRD), Oregon Department of State Lands (DSL), Oregon Department of Environmental Quality (DEQ), Oregon State Heritage and Preservation Office (SHPO), Oregon Department of Fish and Wildlife (ODFW), Oregon State Marine Board (OSMB), other state agencies,

Confederated Tribes of Warm Springs, U.S. Environmental Protection Agency (EPA), U.S. Army Corps of Engineers (ACOE), U.S. Fish and Wildlife Service (USFWS), other federal agencies, foundations and other applicable sources

1. Stakeholder Organization Vision – BPRD staff will identify stakeholder organizations with technical expertise. Meetings will need to be held to document the vision of each group for the specific project locations
  2. Historic Resource Assessment - Additional investigations may be required as a result of the outcome and recommendation of these surveys, and through coordination with the Oregon State Heritage and Preservation Office (SHPO), Confederated Tribes of Warm Springs and Lead Federal Agency representatives
  3. Permitting - Review requirements and timelines with permitting agencies having jurisdiction over proposed work
  4. Funding Opportunities – Identify foundation and private funding opportunities available for the type of projects this RFP addresses
- ii. Collect and document other examples of recreational river access points around North America
    1. Physical location, population and climate
    2. Type of recreation the access point is focused on
    3. Design characteristics of access point
    4. Distance between access points (if there are multiple within the river corridor)
  - iii. Prepare a report for each project identified in this RFP, consolidating all of the information collected above
- b. Survey:
- i. The consultant shall complete field and river surveys of existing structures, bridges, any impacted utilities and/or structures identified within 100' of the Limits of Work (Attachment C) for each project location. Consultant shall also complete a river survey within 100' of the Limits of Work (Attachment C) for each project location in sufficient detail to conduct the analyses outlined below under Analysis.
    1. Visit(s) to project sites to gain scale, perspective, and firsthand knowledge of project locations required
    2. Minimum information required to be on survey:
      - a. Legal
      - b. Title information
      - c. Property lines and bearings

- d. Easements
- e. Setbacks
- f. Rights of way
- g. Zoning
- h. Overlay zones
- i. Ordinances
- j. Site area
- k. Vegetation
- l. Identify size, caliber and species of trees
- m. Note specimen or character trees
- n. Understory masses
- o. Building footprints and other structures
- p. Walls, fences, sidewalk, rock outcrops etc.
- q. Topography
  - i. Contour lines are to be presented as dashed lines with 1' intervals
  - ii. Mark project site high points and low points
  - iii. Include spot grades where necessary
  - iv. Indicate any slopes greater than 10%
  - v. Seasonal river water elevations
- r. Roads, driveways, parking areas, trails, walks, and paths
- s. On site and adjacent utilities within 100'
  - i. Confirm whether found utilities are active, inactive or abandoned with all local utility companies
  - ii. Electric, telephone, cable, gas, water, sanitary sewer, storm sewer, fiber optics, geothermal and any others identified on site
- t. On site and adjacent easements or encumbrances within 100' of the project's
  - i. Confirm whether found easements and encumbrances are active, inactive or abandoned.
- u. Any other elements deemed necessary by the consultant or BPRD to be included to ensure successful implementation of all phases for the duration of the projects

ii. Analysis: Hydrology, Hydraulics, Scour, Floodway, Endangered and Threatened Species, Recreation and other Analysis

1. Hydrology Analysis - Conduct a hydrologic study to review the effects of various implementation strategies for each of the projects identified in this RFP. Incorporate generated data into this analysis
  2. Hydraulics Analysis - Conduct a hydraulic analysis to predict water surface and velocity profiles for both high water and low water conditions in the Deschutes River at each proposed project location. Incorporate generated data into this analysis
  3. Scour Analysis - Perform a scour analysis for potential implementation strategies for each of the locations identified in this RFP
  4. Floodway Analysis - Assess the impact of potential implementation strategies on the Federal Emergency Management Agency (FEMA) designated floodway
  5. Species of concern - Assess impact of project implementation on rare, threatened and endangered species located both up and downstream of the project areas
  6. Recreational Usage – Based on river access examples from across North America and the current use and types of access points identified in this RFP, assess the actual need and potential impact (to recreation and to the habitat) of project implementation at each of the project locations
  7. Other Issues - Socio-economic and political issues may arise during the Consultant’s research and investigation of the proposed projects. The Consultant shall describe how such issues could be addressed if further development of a project moves forward
- iii. Prepare a report for each project identified in this RFP, consolidating all of the information collected above
- c. Consultant Deliverables
- i. Data collection report document in PDF and Word format
  - ii. Site survey document in PDF and AutoCAD format
    1. Plans shall be drawn in a simple graphic style that is easily legible, even after being copied
    2. Drawings shall be completed using a 22”x34” horizontal format, unless an alternative format is agreed to between BPRD and Consultant
  - iii. Analysis report document in PDF and Word format

3. Data, Survey, and Analysis Review - Thoroughly review the data, surveys and analysis completed by Consultant in order to develop initial conceptual level designs for the identified projects.
  - a. Consultant shall present at the regularly scheduled twice a month meetings with BPRD staff to:
    - i. Evaluate the technical memorandum document and identify additional work necessary for concept planning, design, and permitting
    - ii. Evaluate the site survey and analysis document and discuss with BPRD staff any areas of opportunities or constraint for the sites
    - iii. Discuss parameters of specific project design ideas as described in the District's Deschutes River Access and Habitat Restoration Plan
  - b. Consultant shall support staff at BPRD Board of Director presentations
  - c. Consultant Deliverables
    - i. Meeting minutes in PDF form
  
4. Initial Conceptual Designs, Renderings, Cost Estimates and Permitting Analysis - The Consultant shall develop, if deemed feasible by BPRD, a maximum of three, and minimum of two, initial conceptual designs and rendering packages for projects #20, #21, and #22 identified in the Deschutes River Access and Habitat Restoration Plan and provide cost estimates for those improvements.
  - a. The initial conceptual designs and renderings shall be based on the following parameters:
    - i. Existing site conditions
    - ii. Site opportunities and constraints
    - iii. Data and feedback collected by BPRD staff during the creation of the Deschutes River Access and Habitat Restoration Plan
    - iv. Data collection, surveys, and analysis performed by Consultant
    - v. See Attachment D for Initial Conceptual Design Graphic Examples
    - vi. See Attachment E for Rendering Examples
  - b. Cost Estimates
    - i. The cost estimate shall include contingencies, escalation, bond and insurance, and profit and overhead costs
    - ii. At any milestone where the cost estimate exceeds the project budget, the Consultant shall prepare necessary documents for value engineering to assist BPRD in making value engineering decisions
  - c. Permitting Analysis



- i. Provide an analysis document identifying agencies responses and future requirements and anticipated work necessary to obtain permits for each conceptual design option
    - ii. Analysis shall identify permitting agencies involved, anticipated timeline for obtaining permits from each agency, potential delays to permitting process, and costs for obtaining necessary permits to implement projects
- d. Consultant Deliverables
  - i. A maximum of three, and minimum of two, unless otherwise agreed upon, initial conceptual designs for projects #20, #21, and #22 in PDF and AutoCAD form
    1. Plans shall be drawn in a simple graphic style that is easily legible, even after being copied
    2. Drawings shall be completed using a 22"x34" horizontal format, unless an alternative format is agreed to between the District and Consultant
  - ii. Renderings
    1. One graphic representation of each initial conceptual design
      - a. Used to show before and after imagery to help in the communication of the design
    2. Drawings shall be produced in both PDF and JPEG formats, unless an alternative format is agreed to between BPRD and Consultant
  - iii. Cost estimate document in PDF and Excel form
    1. Cost estimates shall be completed using the CSI format, unless an alternative format is agreed to between BPRD and Consultant
  - iv. Permitting analysis document in PDF and Word form

## **Section 5. Attachments**

- Attachment A – Proposer Information Sheet
- Attachment B – Sealed Proposal Label
- Attachment C – Limits of Work
- Attachment D – Initial Conceptual Design Graphic Examples
- Attachment E – Rendering Examples
- Attachment F – Sample Agreement



**All attachments and Proposal content requirements specified in this RFP must be included in Proposals.**

The following Proposal content and attachments are required to be returned with the Proposal:

\_\_\_\_\_ **Detailed Proposal Content Requirements** as specified in Section 2

\_\_\_\_\_ Section 2.2 – Responses to Section 4 – Scope of Work

\_\_\_\_\_ Section 2.1.2 – Fee Proposal

\_\_\_\_\_ Section 2.2.1 – Insurance Coverage

\_\_\_\_\_ Section 2.2.2 – References

\_\_\_\_\_ Section 2.2.3 – Project Team

\_\_\_\_\_ Section 2.2.4 – Approach and Process

\_\_\_\_\_ Section 2.2.5 – Experience

\_\_\_\_\_ **Attachment A – Proposer Information Sheet**

Proposers are *encouraged* to use the following attachment to identify their Proposal, it is provided for Proposers convenience and is *not* required.

Attachment B – Sealed Proposal Label

The following attachments are *not* to be returned with the Proposal. Proposers must review these attachments, the terms and conditions of each will be incorporated in the agreement for the work.

Attachment C – Limits of Work

Attachment D – Initial Conceptual Design Graphic Examples

Attachment E – Rendering Examples

Attachment F – Sample Agreement

This checklist is provided for the Proposer’s convenience in assembling your Proposal and is *not* required to be returned with the Proposal.



**FIRM/COMPANY NAME:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP CODE:** \_\_\_\_\_

**WEBSITE:** \_\_\_\_\_

**PRIMARY CONTACT NAME:** \_\_\_\_\_

**PRIMARY CONTACT TITLE:** \_\_\_\_\_

**PRIMARY CONTACT TELEPHONE:** \_\_\_\_\_

**PRIMARY CONTACT EMAIL:** \_\_\_\_\_

Name and title of the primary individual authorized to represent the Proposer in any negotiations and sign any contracts that may result:

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

1. Proposer hereby certifies that Proposer has read, understands, and agrees to comply with all terms and conditions of this Solicitation and the resulting contract.
2. Proposer acknowledges receipt of all Addenda issued under this Solicitation, if any.
3. Proposer hereby certifies that Proposer has complied or will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this Solicitation.
4. Proposer hereby certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055 in obtaining any required subcontract.
5. Affirmative Action Program. The District is an equal employment opportunity employer and values diversity in its work force. The District requires its consultants to have an operating policy as an equal employment opportunity employer. Firms of 50 people or less do not need to have a formal equal employment opportunity program, but shall have an operating policy supporting equal employment opportunity. Proposer shall answer the following questions by selecting yes or no.
  - Yes  No      Does your Firm have more than 50 employees?
  - Yes  No      Does your Firm have a formal equal employment opportunity program?
6. Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.

7. Proposer hereby certifies that no conflict of interest, as defined below, exists which precludes an impartial Proposal from being submitted by Proposer and that if such conflict should arise, Proposer will immediately notify the District.
  - a. No officer, employee, or agent of the Proposer has any personal financial interest, direct or indirect, in the operation of Bend Park and Recreation District or its affiliates.
8. Proposer hereby certifies the price(s) and amount of this Proposal shall be arrived at independently and without consultation, communication or agreement with any other consultant, Proposer or potential Proposer, and they will not be publicly disclosed before contract award.
9. Proposer hereby certifies that neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, shall be disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be publicly disclosed before contract award.
10. Proposer hereby certifies no attempt has been made or will be made to induce any firm or person to refrain from Proposing on this Solicitation or to submit any noncompetitive Proposal or other complementary Proposal.
11. Proposer hereby certifies that it's Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
12. Proposer agrees that if awarded the contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award.
13. District shall not be liable for any claims or be subject to any defenses asserted by Proposer based upon, resulting from, or related to, Proposer's failure to comprehend all requirements of this Solicitation.
14. District shall not be liable for any expenses incurred by Proposer in both preparing and submitting its Proposal, or in participating in the Proposal evaluation/selection or Contract negotiation progress, if any.
15. The signatory of this Proposer Information and Certification is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this Proposal document, Solicitation, and all Addenda, if any, issued, and to execute this Proposal document on behalf of Proposer.
16. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposer Information and Certification and the submitted Proposal are truthful, complete and accurate. Failure to provide information required by this Solicitation may ultimately result in rejection of the Proposal.

**PROPOSER SIGNATURE**

Signature	Title
Name (please print)	Date
Email	Phone



This label is provided for the Proposer's convenience and is *not* required.

**SEALED PROPOSAL ENCLOSED**

DELIVER TO:

**BEND PARK AND RECREATION DISTRICT**

**ATTN: JUSTIN SWEET**

799 SW COLUMBIA STREET

BEND, OR 97702

PROPOSALS MUST BE RECEIVED NO LATER THAN:

**February 10, 2021, 2:00 PM pacific time**

FOR: **McKay, Miller's Landing and Columbia Parks River Access Study**

**PROJECT # 188**

PROPOSER NAME: \_\_\_\_\_

- PROPOSAL ENCLOSED  
 FEE PROPOSAL ENCLOSED

Please attach the above label to the outside of your sealed Proposal.



Proposed Limits of Work identified by blue dashed line: 

**McKay Park**



**Miller's Landing Park**



# Columbia Park







## Option 1



## Option 2





Option 3





Before



After





Before



After





Don Horton, Executive Director  
799 SW Columbia Street  
Bend, OR 97702  
tel: 541.706.6100 fax: 541.388.5429  
[www.bendparksandrec.org](http://www.bendparksandrec.org)

## Bend Park and Recreation District

### AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made as of **<Insert Effective Date>**

Between the District:

Bend Park and Recreation District  
799 SW Columbia Street  
Bend, Oregon 97702

And the Consultant:

**<Insert Name>**  
**<Insert Address>**  
**<Insert City state and zip code>**  
**<Insert phone number>**

For the following Project:

**<Insert Name of Project>**

The District and the Consultant agree as follows:

#### ARTICLE 1 Project Parameters

1.1 This Agreement is based upon the following initial information and assumptions.

- .1 Project: **<Insert short description of Project>**
- .2 Site: **<Insert Site Address>**, Bend Oregon.
- .3 Schedule: **<Insert the date the Consultant should be completed by>**
- .4 Fee: **<Insert Consultants total fee for contract>**

1.2 Scope of Services. Consultant will provide all services related to completion of the Project as more particularly described below and in Exhibit A.

1.3 Consultant's Compensation. District will pay Consultant as provided in Exhibit B.

#### ARTICLE 2 Relationship of the Parties

2.1 Consultant will provide the Services for the Project in accordance with the terms and conditions of this Agreement. Consultant's performance of Services will be as a professional consultant to District to carry out the Project and to provide the technical documents and supervision to achieve District's Project objectives.

2.2 In administering this Agreement, District may retain the services of an independent project manager and other consultants as needed to fulfill District's objectives.

**2.3** Consultant will provide a list of all sub-consultants which Consultant intends to utilize on the Project (the "Sub-consultants"). This list will include such information on the qualifications of the Sub-consultants as may be requested by District. District reserves the right to review the Sub-consultants proposed. Consultant will not retain a Sub-consultant to which District has a reasonable objection.

**2.4** This Agreement was awarded on the basis of the unique background and abilities of the key personnel of Consultant and Sub-consultants identified by Consultant (collectively, the "Key Staff" and individually, the "Key Staff Person") in its proposal. Consultant will make available the Key Personnel identified in its proposal for the Project. If requested, Consultant will provide to District a list of the proposed Key Personnel to be assigned to the Project. The list will include information on the professional background of each Key Person. If any Key Person becomes unavailable to Consultant, the Parties will mutually agree upon an appropriate replacement. Without prior notice to, and the written consent of District, Consultant will not: (i) re-assign or transfer any Key Person to other duties or positions so that the Key Person is unable to fully perform his or her responsibilities under the Agreement; (ii) allow any Key Person to delegate to anyone his or her performance of any management authority or other responsibility required under the Agreement; or (iii) substitute any Key Person. District's consent will not be unreasonably withheld. Consultant will remove any individual or Sub-consultant from the Project to which District has a reasonable objection and Consultant will have a reasonable time period within which to find a suitable replacement.

**2.5** Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of Consultant, additional Services will entitle Consultant to additional compensation on condition that the Consultant first have received written authorization from District describing the scope of additional Services and the amount of additional compensation to be paid for the additional Services. In any case in which Consultant performs additional Services without first receiving written authorization from the District and without an express agreement on the total compensation to be paid for the additional Services or the method from which the total amount of compensation is to be determined, Consultant will not be entitled to compensation for such services.

### **ARTICLE 3 Consultant's Responsibilities**

**3.1** The Consultant will provide all professional services customarily furnished and reasonably necessary within the Scope of Services set out at Exhibit A, attached. Time is of the essence for this Agreement. The District and the Consultant will develop a project schedule consistent with requirements of the Scope of Services and the Consultant will complete each phase of the services in accordance with the Schedule.. The Consultant will contract directly with and will pay such Subconsultants.

**3.2** The Consultant will pay all royalties and license fees which may be due by reason of materials or methods employed by the Consultant or its subconsultants or by reason of the necessary inclusion of protected materials or methods in the Project except to the extent such materials or methods are included with the informed consent or at the direction of the District. The Consultant will defend all suits or claims for infringement of patent, trademark, or copyright for which the Consultant is responsible pursuant to this paragraph, which may be brought against the District, and the Consultant will be liable to the District for all losses arising therefrom, including costs, expenses, and attorney fees.

**3.3** The Consultant will not be relieved of responsibility for errors or omissions or other defects in any other documents prepared by the Consultant for the District's review and approval.

**3.4** The Consultant will keep any real property involved in the project free from all liens by reason of its services and will defend, indemnify and hold harmless the District from the operation and effect of any such lien or encumbrance that may be claimed by any person by reason of the Consultant's services. If the Consultant fails to remove any lien or adjust any other claim relating to the Consultant's services, by bonding or otherwise, the District may, without recourse by the Consultant, pay the lien or claim and charge such payments, with costs incurred, to the Consultant.

**3.5** All services provided by the Consultant will be performed in a prompt manner and will be in accordance with the professional standards of care and diligence applicable to such services performed by recognized Consultants in the locale and on the type of project contemplated at the time such services are performed. The Consultant will be responsible for all services provided whether such services are provided directly by the Consultant or by subconsultants engaged by the Consultant. The Consultant will make all decisions called for promptly and without unreasonable delay.

**3.6** Consultant's Insurance. Consultant will procure and maintain for the duration of this Agreement, or such longer time as may be provided, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of services by Consultant, its agents, representatives, employees and subconsultants as set forth below, except to the extent different coverage or limits requirements are specifically set out in the Agreement. The insurance companies will be first-class insurers and underwriters with an A.M. Best's financial strength rating of A- or better and financial size category of X or better, and the insurance companies otherwise will be reasonably acceptable to the District and will provide the District with thirty (30) days' notice of material change, expiration, or cancellation. The Consultant's insurance will be primary and any insurance carried by the District will be excess and noncontributing. The Consultant will furnish the District with Certificates of Insurance evidencing coverage and provisions as required.

.1 Workers' Compensation Insurance: statutory limits.

.2 Employer's Liability Insurance: subject to a waiver of subrogation in favor of the District, with limits of liability of not less than \$1,000,000 per accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.

.3 Commercial General Liability Insurance: applicable to all premises and operations, including Bodily Injury, Property Damage, Personal Injury, Blanket Contractual Liability, with limits of liability of not less than \$2,000,000 per occurrence, \$4,000,000 aggregate. The general liability coverage will name the District as additional insureds and will contain a severability of interest clause.

.4 Business Automobile Liability Insurance: applicable to any automobile assigned to or used in the performance of the services, whether owned, hired or non-owned, with a limit of liability of not less than \$1,000,000 combined single limit per accident.

.5 Professional Liability Insurance: with per-claim and aggregate limits of at least \$2,000,000 and a retroactive date no later than the effective date of this Agreement. Consultant will maintain such insurance for a period of three (3) years after completion of the Project construction. Consultant will require each sub-consultant engaged or employed by Consultant to be similarly insured with reasonably prudent limits and coverages in light of the services to be rendered.

**3.7** The Consultant will perform only the services authorized. Additional services will be compensated only as authorized in writing by the District. To the extent additional services are made necessary by any fault or error of Consultant in the performance of the Consultant's duties, responsibilities, nor obligations, the services will not be compensated.



**3.8** District's review or acceptance of documents will not be deemed as approval of the adequacy of the drawings, specifications, deliverables and other documents and such review or acceptance by District will not relieve Consultant of responsibility for their production.

**3.9** Consultant represents and warrants the following:

- .1 Consultant has the authority to enter into and perform this Agreement; the persons executing this Agreement on behalf of Consultant have the actual authority to bind Consultant to the terms of this Agreement;
- .2 Consultant will, at all times during the term of this Agreement, be properly licensed to perform the Services;
- .3 Consultant is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Agreement and to design and administer a project having the scope and complexity of the Project;
- .4 Consultant has the capabilities and resources necessary to perform Consultant's obligations under this Agreement;
- .5 Consultant is, or will become, in a manner consistent with the Standard of Care, familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project; and
- .6 The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Agreement or at law.

**3.10** The Consultant will provide professional services for the District during all phases of the Project to which this Agreement applies, serve as the District's professional representative for the Project as set forth below, and will give professional consultation to the District during the performance of services hereunder.

**3.11** Consultant will provide the District with a W-9.

#### **ARTICLE 4** The District's Responsibilities

**4.1** The District will furnish the Consultant with information regarding requirements for the project, including programs setting forth the District's objectives, schedules, constraints and criteria.

**4.2** District will furnish to Consultant a general survey of the property, and also furnish to Consultant any reports regarding the site conditions or other relevant information, including structural, mechanical, chemical and other laboratory tests, inspections and reports that are in the District's possession.

**4.3** District will be responsible for payment of plan check fees, review fees, permit fees, taxes, development charges, or any other costs related to obtaining governing bodies' approval for construction of the Project.

**4.4** Unless otherwise provided in this Agreement, District will provide information requested by Consultant in writing in a timely manner regarding the requirements and limitations for the Project, which includes information regarding District's objectives, schedule, and criteria.

**4.5** The District will designate a representative fully knowledgeable about the project and with the authority to review and approve all project work.

**4.6** District, at District's sole option, may retain an inspector to inspect the Project in order to protect District's interests. The costs of the inspector are to be paid by District. When retained by District, the inspector's duties are not to be interpreted as conflicting with the duties of Consultant or relieving Consultant of any responsibility or duty incurred under this Agreement, nor may the inspector act as Consultant's agent.

**4.7** The District will render its own decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

## **ARTICLE 5** General Provisions of the Agreement

**5.1** Performance of Services. Consultant will at all times perform these services diligently and without delay and will punctually fulfill all Agreement requirements consistent with the schedule for the performance of services. Expiration or termination of the Agreement will not extinguish, prejudice, or limit either party's right to enforce this Agreement with respect to any default or defect in performance. Time is of the essence in the performance of this Agreement.

### **5.2** Instruments of Service.

**.1** Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant and the Consultant's consultants are Instruments of Service intended and authorized for particular uses with respect to this Project and are not intended or represented to be suitable for any other purpose or for any other project.

**.2** The Consultant and the District warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the District and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**.3** The Consultant and the Consultant's consultants shall retain common law, statutory and other reserved rights in their original work, including copyrights, except that the Consultant grants to the District a nonexclusive license to reproduce the Consultant's Instruments of Service for purposes of constructing, using and maintaining the Project. The Consultant shall obtain similar nonexclusive licenses from the Consultant's consultants consistent with this Agreement.

**.4** All design documentation for all phases of the Project, including, without limitation, the Drawings, Specifications, and all BIM information, and other Instruments of Service provided to the District shall be deemed the property of the District who may use them without the Consultant's further permission for any lawful purpose. The District may assign, delegate, sublicense, pledge or otherwise transfer its rights in the design documentation within its sole discretion.

**.5** Any unauthorized use of the Instruments of Service for any purpose other than the Project shall be at the District's sole risk and without liability to the Consultant or the Consultant's consultants.

### **5.3** Confidentiality

**.1** The Consultant warrants and represents that the Consultant and its subconsultants shall not knowingly or negligently communicate or disclose at any time to any person or entity any information in connection with its Services or the Project except (i) with prior written consent of



the District, (ii) information that was / is in the public domain, (iii) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Consultant or its subconsultants, or (iv) as may be required to perform Services or by any applicable law.

.2 The Consultant at any time upon the request of the District, shall immediately return and surrender to the District all copies of any materials, records, notices, memoranda, recordings, drawings, specifications, and mock-ups and any other documents furnished by the District to Consultant. The Consultant and its subconsultants are entitled to each retain one copy of the documents.

.3 The representations and warranties contained in this paragraph shall survive the complete performance of Consultant's and its subconsultants' Services or earlier termination of the Agreement.

**5.4 Access to Records.** For not less than three (3) years after the Agreement's expiration or termination, District will have access to the books, documents, papers, and records of Consultant and the Sub-consultants which pertain to the Agreement for the purpose of making audits, examination, excerpts, and transcripts. If, for any reason, any part of this Agreement, any Project-related consultant contract or any Project-related construction contract(s) is involved in litigation, Consultant will retain all pertinent records for not less than three (3) years or until all litigation is resolved, whichever is longer. Consultant will provide District and the other entities referenced above with full access to these records in preparation for and during litigation.

#### **5.5 Indemnity.**

.1 Claims for other than Professional Liability. Consultant will indemnify, defend, and hold harmless the District, and its officers, agents, and employees, for, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature to the extent such claims, suits, actions, losses, damages, liabilities, costs and expenses arise out of the fault of Consultant or its Sub-consultants, subcontractors, agents, or employees under this Agreement.

.2 Claims for Professional Liability. Consultant will indemnify, defend, and hold harmless the District, and its officers, agents, and employees, for, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature to the extent such claims, suits, actions, losses, damages, liabilities, costs and expenses arise out of the professional negligence of Consultant or its Sub-consultants, subcontractors, agents, or employees.

.3 District Defense Requirements. Notwithstanding the obligations under Sections 5.5.1 and 5.5.2, District may, at any time and at its election, assume its own defense and settlement of any claims in the event that: it determines that Consultant is not adequately defending District or District believes it is in the District's best interests to do so. District reserves all rights to pursue any claims it may have against Consultant if District elects to assume its own defense.

.4 District's Actions. This Section 5.5 does not include indemnification by Consultant of the District or its officers, agents, and employees, for the negligent acts or omissions of District or its officers, agents, and employees, whether within the scope of the Agreement or otherwise.

#### **5.6 Consultant's Status.**

.1 Consultant will perform all Services as an independent contractor. Although District reserves the right to set the delivery schedule for the Services to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means and manner of

Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant, Consultant's employees and the Sub-consultants are not "officers, employees, or agents" of District, as those terms are used in ORS 30.265.

.2 Consultant will not have control or charge of, and will not be responsible for, the acts or omissions of other consultants or contractors under contract with District who are performing services or construction work on the Project. However, this provision does not in any way change Consultant's professional responsibility to report to District any information, including information on the performance of consultants or contractors outside the control or charge of Consultant, concerning activities or conditions that have or could have an adverse effect on District or the Project.

.3 If any payment under this Agreement is to be charged against federal funds, Consultant certifies that it is not currently employed by the federal government.

**5.7 Successors & Assigns.** The provisions of this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. After the original Agreement is executed, Consultant will not enter into any Sub-consultant agreements for any of the Services or assign or transfer any of its interest in this Agreement, without the prior written consent of District, and District's consent will not be unreasonably withheld.

**5.8 Compliance with Applicable Law.** Consultant will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Services. District's performance under this Agreement is conditioned upon Consultant's compliance with the provisions of ORS 279B.005 to 279B.025 and of ORS 279C.505, 279C.515, 279C.520, and 279C.530, which are hereby incorporated by reference. Consultant, the Sub-consultants, if any, and all employers providing Services, labor or materials under this Agreement are subject employers under the Oregon workers' compensation law and will comply with ORS 656.017.

**5.9 Governing Law; Jurisdiction; Venue.** This Agreement and all services performed hereunder will be interpreted under the laws of the State of Oregon and the exclusive venue for any lawsuit or action will be in Deschutes County, Oregon.

**5.10 Mediation:** The Consultant and the District agree that any dispute that may arise under this Agreement will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of litigation or arbitration. Such mediation will occur at Bend, Deschutes County, Oregon, and the mediator's fees and expenses will be shared equally by the parties who agree to exercise their best efforts in good faith to settle all disputes.

**5.11 Arbitration.** The Consultant and District agree to submit all complaints, disputes and controversies that may arise out of or in connection with this Agreement or services provided, and which are not resolved through mediation, to binding arbitration under the laws of the State of Oregon, and in accordance with the Construction Industry Arbitration Rules of the Portland Arbitration Association in effect at the time. Notwithstanding any rule to the contrary, either party will have the option to initiate arbitration according to the Arbitration Service of Portland in effect at the time. The decision of the arbitrator(s) will be final and binding upon both parties.

**5.12 Attorney Fees.** In the event suit or action is instituted to enforce any provision of this Agreement, the prevailing party will be entitled to recover its cost and disbursements together with reasonable attorney's fees to be fixed by the arbitrator or court at trial or on appeal.

**5.13 Severability.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**5.14 Force Majeure.** Neither party will be responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to fire, riot, acts of God, terrorist acts or war where such cause was beyond such party's reasonable control. Each party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations under the Agreement.

**5.15 Waiver.** The failure of District to enforce any provision of this Agreement will not constitute a waiver by District of that or any other provision.

**5.16 Third Party Beneficiaries.** Nothing contained in this Agreement will create a contractual relationship with or a cause of action in favor of a third party against District or Consultant. Consultant's Services under this Agreement will be performed solely for District's benefit and no other entity or person will have any claim against Consultant because of this Agreement for the performance or nonperformance of Services hereunder.

**5.17 Article Headings:** All article headings are inserted for convenience only and will not affect any construction or interpretation of this Agreement.

**5.18 Termination.**

.1 District may terminate this Contract effective upon delivery of written notice to Consultant, or at such later date as may be established by District, under any of the following conditions:

- a) If District's funding from federal, state, local, or other sources is not obtained and continued at level sufficient to allow for the purchase of the indicated quantity of services. This Contract may be modified to accommodate a reduction in funds.
- b) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract.
- c) If any license or certificate required by law or regulation to be held by Consultant, its contractors, agents, and employees to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
- d) If Consultant becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Consultant, if a receiver or trustee is appointed for Consultant, or if there is an assignment for the benefit or creditors of Consultant.

Any termination under this subsection shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**.2** By written notice to Consultant of default, District may terminate the whole or any part of this Contract:

- a) If Consultant fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- b) If Consultant fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, after receipt of written notice of default from District.
- c) The rights and remedies of District provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**.3** Consultant may terminate this Contract with thirty (30) days' written notice to District if District fails to timely pay Consultant, or if the project is abandoned or delayed for any reason beyond Consultant's control. In the event of termination by Consultant, Consultant shall be entitled to compensation for services provided up to and including the effective date of termination, plus termination expenses reasonably incurred by Consultant in winding down the project.

**SIGNATURE**

CONSULTANT

DISTRICT

\_\_\_\_\_  
Consultant Firm Name

Bend Park and Recreation District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
By/Title

\_\_\_\_\_  
By/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**Scope of Work**

*[attach Consultants scope of work here as Attachment A]*

SAMPLE

**ATTACHMENT B  
Fee Schedule**

*[attach Consultants fee schedule here as Attachment B]*

SAMPLE

**Letters of Support and Opposition**  
**McKay, Miller's Landing and Columbia Parks Water Access Study**



Recipient: Bend Park and Rec District

Letter: Greetings,

Our group of meeting attendees is gathering signatures and comments for the effort to Save Columbia Park Access. We aim to show you the support of the community and collaborate to create a safe, effective plan for reopening the site.

Thanks for your willingness to listen and help share our story to the board.



# Signatures

Name	Location	Date
Melissa Chelf	La Crosse, WI	2021-03-10
Jared Chelf	Bend, OR	2021-03-10
Alexa Scholz	Bend, OR	2021-03-10
Ulla Lundgren	Bend, OR	2021-03-10
Rebecca Ellis	Broken Arrow, OK	2021-03-10
Katie Haakenson	Bend, OR	2021-03-10
Julia Cardwell	Bend, OR	2021-03-10
Dan Pilver	Bend, OR	2021-03-10
Amber Yeaman	Bend, OR	2021-03-10
Jessica Golomski	Bend, OR	2021-03-10
Lily Harper	Bend, OR	2021-03-10
Heather Chojnacki	Navarre, US	2021-03-10
Jeremy Anderson	US	2021-03-10
Olivia Marshall	Loretto, US	2021-03-10
Tracy Hanshaw	Gilbert, AZ	2021-03-10
Isabel Nunez	Fallbrook, US	2021-03-10
Emily Nordquist	Denver, CO	2021-03-10
Daniel O'Brien	MILTON, US	2021-03-10
Kathryn Phillips	Bend, OR	2021-03-10
Miata W	Bend, OR	2021-03-10

<b>Name</b>	<b>Location</b>	<b>Date</b>
Mariah Musgraves	Bend, OR	2021-03-10
Jeannine DeAngelis	Chandler, US	2021-03-10
Melissa Heithaus	Mckinney, US	2021-03-10
Yee Mon Cho	Boca Raton, US	2021-03-10
Mikaela Klujeske	Anderson, US	2021-03-10
Jane Williams	Mooresville, US	2021-03-10
Al Morgan	North Liberty, US	2021-03-10
Luke Smothers	Muscle Shoals, US	2021-03-10
Kevin H	Philipsburg, US	2021-03-10
Matt Douglas	Bend, OR	2021-03-10
Tammy Wickizer	Bend, OR	2021-03-10
Maya Hatton	Bend, OR	2021-03-10
Jennifer Dehner	Bend, OR	2021-03-10
Chelsy McNeil	Bend, OR	2021-03-10
Dave Jaber	Portland, OR	2021-03-10
Karen Zabreznik	Bend, OR	2021-03-10
Kim Small	Bend, OR	2021-03-10
David Golomski	Bend, OR	2021-03-11
Desiree Morris	Bend, OR	2021-03-11
Jennifer Trottier	Bend, OR	2021-03-11
Miranda Aschoff	Bend, OR	2021-03-11
Kelsey Houghton	Bend, OR	2021-03-11

<b>Name</b>	<b>Location</b>	<b>Date</b>
Julia Canales	Bend, OR	2021-03-11
Tom Pedersen	Bend, OR	2021-03-11
M.A. Kruse	Bend, OR	2021-03-11
Emily Maxwell	Bend, OR	2021-03-11
JON INWOOD	Brooklyn, NY	2021-03-11
John Morris	Corvallis, OR	2021-03-11
Patrick Kruse	Bend, OR	2021-03-11
Franco Carlo	New York	2021-03-11
Scott Richardson	Bend, OR	2021-03-11
Lauren Buccola	Bend, OR	2021-03-11
Lee Swearingen	Bend, OR	2021-03-12
Karen Richardson	Bend, OR	2021-03-12
Brandon Haakenson	Bend, OR	2021-03-12
Mary Gemba	Vancouver, WA	2021-03-12
Smita Modi	Iselin, US	2021-03-12
Ronald Candler	Zapata, US	2021-03-12
Candace Waller	Chipley, US	2021-03-12
Joseph Iopalo	Farmingdale, US	2021-03-12
Terrance Davis	Puyallup, US	2021-03-12
hossien akbari	Clifton, US	2021-03-12
Kaitlyn Pewitt	Clovis, US	2021-03-12
Pharish Slaughter	Ellenwood, US	2021-03-12

<b>Name</b>	<b>Location</b>	<b>Date</b>
Cadince Briggs	Granville, US	2021-03-12
Reini Knorr	Fairfield, US	2021-03-12
Dillinger Kaushansky	Miami Beach, US	2021-03-12
Kate Richardson	Portland, OR	2021-03-13
Alexandra Small	Bend, OR	2021-03-13
Shakayla Thomas	Compton, US	2021-03-14
Tate Trainor	Starkville, US	2021-03-14
Miguel Perez-Kumari	Moses Lake, US	2021-03-14
Maya Ali	Elk Grove, US	2021-03-14
Anne Smith	Richmond, US	2021-03-14
m h	austin, US	2021-03-14
Jefferson Ho	San Francisco, US	2021-03-14
Robert Warren	Norfolk, US	2021-03-14
John Cramp	Bend, OR	2021-03-14
Roger Pollard	Bend, OR	2021-03-14
Emily Eros	Bend, OR	2021-03-14
Stephen Junkins	Bend, OR	2021-03-14
Jesse Rosenzweig	Bend, OR	2021-03-14
Otis Craig	Bend, OR	2021-03-14
Sheridan Kuhni	Bend, OR	2021-03-14
Laura Hastings	Bend, OR	2021-03-14
Jana Bronson	Portland, OR	2021-03-14

<b>Name</b>	<b>Location</b>	<b>Date</b>
Danielle Prutch	Bend, OR	2021-03-14
Kelsie Hirko	Bend, OR	2021-03-14
Debra Maffei	Bend, OR	2021-03-14
Heather Hawes	Portland, OR	2021-03-14
Heather Patterson	Bend, OR	2021-03-14
Ryan Barbaria	Bend, OR	2021-03-14
Tillie Woodruff	Bend, OR	2021-03-14
Johanna Goldsby	Bend, OR	2021-03-14
Ruth Benway	Redmond, OR	2021-03-14
Frances Blaisdell	Bend, OR	2021-03-14
David Hendrick	Bend, OR	2021-03-14
Cindi denbrook	Bend, OR	2021-03-14
Amanda Whipple	Bend, OR	2021-03-14
carmen quall	Oregon	2021-03-14
Dyana Conrad	Bend, OR	2021-03-14
T as ea Stafford	Bend, OR	2021-03-14
Linda Blair	Bend, OR	2021-03-14
Julie Potter	Bend, OR	2021-03-14
Kayleen Quiros	Bend, OR	2021-03-14
Nancy Abney	Bend, OR	2021-03-14
Savanna Scheiner	Bend, OR	2021-03-14
Monee Gagliardo	Portland, OR	2021-03-14

<b>Name</b>	<b>Location</b>	<b>Date</b>
Jonathan Kong	Bend, OR	2021-03-14
John Cardwell	Bend, OR	2021-03-14
Cheyenne Cardwell	Bend, OR	2021-03-14
Pamela Cardwell	Bend, OR	2021-03-14
Victoria Autenrieth	San Antonio, US	2021-03-14
Swiss Proton	ffh, US	2021-03-14
Luke Bishop	Jeffersonville, US	2021-03-14
Holly Kenyon	Burlington, US	2021-03-14
Diane Holmes	Bend, OR	2021-03-14
Jillian Pitre	Los Angeles, CA	2021-03-14
Genevieve Lannin	Bend, OR	2021-03-14
John V. Cardwell	Bend, OR	2021-03-14
Sara DeLima	Bend, OR	2021-03-14
Nancy Mishler	Bend, OR	2021-03-14
Cait Towse	Bend, OR	2021-03-14
Andrea Retamal	Bend, OR	2021-03-14
Marci Miller	Bend, OR	2021-03-14
Justin Petkovic	Seattle, WA	2021-03-14
Anne Greeley	Bend, OR	2021-03-14
Richard Sands	Bend, OR	2021-03-14
Donna Grubbs	The Dalles, OR	2021-03-14
George Goetz	Bend, OR	2021-03-15



<b>Name</b>	<b>Location</b>	<b>Date</b>
Katie Jalo	Bend, OR	2021-03-15
Mia Swanson	Bend, OR	2021-03-15
Cameron Swanson	Bend, OR	2021-03-15
Ann Cameron	Santa Maria, CA	2021-03-15
Gabriela Dovey	Bend, OR	2021-03-15
Merideth Johnson	Bend, OR	2021-03-15
Lori Orlando	Bend, OR	2021-03-15
Christin Sands	Bend, OR	2021-03-15
Adam Johnson	Bend, OR	2021-03-15
Robert Graves	Bend, OR	2021-03-15
Kacie Bohme	Springfield, OR	2021-03-15
Katie Ahern	Bend, OR	2021-03-15
Marci Schoenberg	Bend, OR	2021-03-15
Matthew Hardman	Bend, OR	2021-03-15
Jannessa Jarvis	Idaho, US	2021-03-15
Sammy Corsan	Washington, US	2021-03-15
Jeremy Zenil lopez	Washington, US	2021-03-15
Katherine Vines	Sulphur, US	2021-03-15
Ainsley McNeil	Chatham, US	2021-03-15
Trenton Holmes	Swansboro, US	2021-03-15
Ty'Neice Robinson	Wyandanch, US	2021-03-15
Nia Brackson	Johnson City, US	2021-03-15

<b>Name</b>	<b>Location</b>	<b>Date</b>
Dean Davis	Winchester, US	2021-03-15
Cristina Rojas-Rutkowski	US	2021-03-15
Ava Berry	Scotch Plains, US	2021-03-15
Maverick Pierce	Owego, US	2021-03-15
carolyn leason	malden, US	2021-03-15
Lydia Polkoski	Colfax, US	2021-03-15
Christopher Tom	Pleasantville, US	2021-03-15
Sadil Hammad	New Orleans, US	2021-03-15
Rachel Chen	Tuscaloosa, US	2021-03-15
Lacie Kuykendall	Georgetown, US	2021-03-15
Reinalyse Diaz	Orlando, US	2021-03-15
Jesús Guerra	Spokane, US	2021-03-15
Rick Chandler	Cleveland, US	2021-03-15
yuu nishinoya	Wenonah, US	2021-03-15
Malik Delina	Newark, US	2021-03-15
Luis Real	Brooklyn, US	2021-03-15
Amanda Burns	Indianapolis, US	2021-03-15
Ivyonna Ewing	Chicago, US	2021-03-15
Jed Lehrich	Summit, US	2021-03-15
Bahina Khilwatgar	Fredericksburg, US	2021-03-15
Jennifer Ruelas	Las Vegas, US	2021-03-15
Najwa Moore	Albuquerque, US	2021-03-15

<b>Name</b>	<b>Location</b>	<b>Date</b>
Yasmine West	Atlanta, US	2021-03-15
Seamus Browne	Summit, US	2021-03-15
Amelia Florentino	Kent, US	2021-03-15
Renee Schleutermann	Rockford, US	2021-03-15
Chloe Contreras	Liberty, US	2021-03-15
Anna McCausland	Horseheads, US	2021-03-15
Cristal Paniagua	Richmond, US	2021-03-15
Taysha Brown	South Hutchinson, US	2021-03-15
Leah Flagler	Kalamazoo, US	2021-03-15
Isabella Castro-Ortiz	Charlotte, US	2021-03-15
Alivia Ball	Stow, US	2021-03-15
Thalia Hansen	Greenbrier, US	2021-03-15
Ingrid Williamsen	Fremont, US	2021-03-15
Nataly Salas	Perryton, US	2021-03-15
Francine Asencio	Victorville, US	2021-03-15
Abigail Johnson	Clinton, US	2021-03-15
Tahjae Everett	Philadelphia, US	2021-03-15
Ginger Stone	Seattle, US	2021-03-15
hannah kasprzak	Dallas, US	2021-03-15
Jennifer Peterson	pace, FL	2021-03-15
Chinara Brown	Buffalo, US	2021-03-15
Patricia Forney	Portland, OR	2021-03-15

<b>Name</b>	<b>Location</b>	<b>Date</b>
Alexandra Greene	Pleasanton, US	2021-03-15
Bell Velez	Lawrence, US	2021-03-15
lizeth lee	Houston, US	2021-03-15
anna phipps	Lawson, US	2021-03-15
Kristen Shallcross	Summit, US	2021-03-15
Sterling R	Union, US	2021-03-15
Vanessa Pascasio	Chicago, US	2021-03-15
Allison Stephens	Melbourne, US	2021-03-15
Maria Madrigal	Alamo, US	2021-03-15
Dayana Caceres	Miami, US	2021-03-15
Alexis Orsini	Orlando, US	2021-03-15
Cassie Kei	Surprise, US	2021-03-15
Joneska Velez	Dorado, US	2021-03-15
Esha Patel	Knoxville, US	2021-03-15
halley lucking	mora, US	2021-03-15
Margot Berthier	Brooklyn, US	2021-03-15
Eileen Alves	Redmond, OR	2021-03-15
Kayla Thomas	Chicago, US	2021-03-15
Inaya Bangash	Algonquin, US	2021-03-15
Precious zablon	Nashville, US	2021-03-15
crisleiny Torres	Bronx, US	2021-03-15
Mark Corson	Bend, OR	2021-03-15

<b>Name</b>	<b>Location</b>	<b>Date</b>
Melissa Talbott	Bend, OR	2021-03-15
Cecilia Garcia	Bend, WA	2021-03-15
Mandy Beighey	Garland, TX	2021-03-15
Lisa Nerkowski	Longview, WA	2021-03-15
Russell Easter	Bend, OR	2021-03-15
Sophie Williams	Prineville, OR	2021-03-15
Raechelle Boddy	Bend, OR	2021-03-15
Heidi Haserot	Happy Valley, OR	2021-03-15
Heidi Plotts	Bend, OR	2021-03-15
Heather Capell	Bend, OR	2021-03-15
Kathy Lowery	Redmond, OR	2021-03-15
Maegan Klein	Bend, OR	2021-03-15
Louisa Keating	Lake Oswego, OR	2021-03-15
Ruth Crawmer	Bend, OR	2021-03-15
Natalie Myers	Bend, OR	2021-03-15
Dave Moore	Portland, OR	2021-03-15
Victoria Smith	Bend, OR	2021-03-15
Mary Augustine	La Pine, OR	2021-03-15
Stephanie Vanlochem	Bend, OR	2021-03-15
Adam Foley	Bend, OR	2021-03-15
Dana Weinmann	Bend, OR	2021-03-15
Lucy O'Callaghan	Bend, OR	2021-03-15

<b>Name</b>	<b>Location</b>	<b>Date</b>
Daelee Phillips	Portland, OR	2021-03-15
Susannah Sunderland	Bend, OR	2021-03-15
Melissa Newman	Bend, OR	2021-03-15
Lenore Gilbert	Bend, OR	2021-03-15
Judith Phalin	Bend, OR	2021-03-15
Chris Merrill	Bend, OR	2021-03-15
Kathy Burkart	Bend, OR	2021-03-15
Shannon Keith	Bend, OR	2021-03-15
Beth Robertson	Redmond, OR	2021-03-15
kathy wiley	Bend, OR	2021-03-15
Jeri Bonis	Bend, OR	2021-03-15
Robin Houston	San José, Costa Rica	2021-03-15
Amanda Wallace	Portland, OR	2021-03-15
Gina Ribuca	Bend, OR	2021-03-15
Zoe Miller	Bend, OR	2021-03-15
Haley Heinemann	Bend, OR	2021-03-15
Linda Prehn	Bend, OR	2021-03-15
Abby Jordan	Bend, OR	2021-03-15
Kathryn Anderson	Idyllwild, CA	2021-03-15
Linda Turner	Bend, OR	2021-03-15
Laura Kogl	Redmond, OR	2021-03-15
Patty Miller	Bend, OR	2021-03-15



<b>Name</b>	<b>Location</b>	<b>Date</b>
toni syring	Sandy, OR	2021-03-15
Kim Ohara	Bend, OR	2021-03-15
Cheryl Heflin	North Canton, OH	2021-03-15
John Hofeld	Bend, OR	2021-03-15
Tina Mohler	Redmond, OR	2021-03-15
Autumn Kirkwood	Bend, OR	2021-03-15
Paul Frazier	Portland, OR	2021-03-15
hannah paige	Bend, OR	2021-03-15
Oscar villavicenzio	Atlanta, GA	2021-03-15
Patricia Davis	North Canton, OH	2021-03-15
Garrett Frazier	Bend, OR	2021-03-15
Miriam Ramsey	Bend, OR	2021-03-15
Mark Walls	Vancouver, WA	2021-03-15
Erin Prevatt	Bend, OR	2021-03-15
Zylee Bullis	Bend, OR	2021-03-15
Jnana Loser-Carroll	US	2021-03-16
Jeffrey Huebner	Bend, OR	2021-03-16
Tanya Galloway'	Terrebonne, OR	2021-03-16
Anjelina Downing	Forest Grove, OR	2021-03-16
Jaron Cory	Colorado Springs, CO	2021-03-16
Matt Garner	Bend, OR	2021-03-16
Brittany Dixon	Bend, OR	2021-03-16

<b>Name</b>	<b>Location</b>	<b>Date</b>
Shari Small	Bend, OR	2021-03-16
Matt Burke	Portland, OR	2021-03-16
Kim Thomas	Bend, OR	2021-03-16
Brian Ingerson	Knoxville, US	2021-03-16
Colleen Park Freihoff	Bend, OR	2021-03-16
Paula Head	San German, US	2021-03-16
Doug Young	Bend, OR	2021-03-16
robin brooks	Alexandria, US	2021-03-16
Andrew Pullicino	Brooklyn, US	2021-03-16
Angelica Chacon	Tampa, US	2021-03-16
LNicole Kuehn	Roscommon, US	2021-03-16
Kelly Young	Bend, OR	2021-03-16
Darcy Cromwell	Bend, OR	2021-03-16
Dean Edleston	Portland, OR	2021-03-16
Taylor Garrison	Bend, OR	2021-03-16
Janelle Huber	Bend, OR	2021-03-17
Josh B	Bend, US	2021-03-17
Cherith Velez	Bend, OR	2021-03-17
Cheryl Callahan	Bend, OR	2021-03-17
Michelle Beaudreau	Bend, OR	2021-03-17
James McManus	Seattle, WA	2021-03-17
Amee Reese	Bend, OR	2021-03-17

<b>Name</b>	<b>Location</b>	<b>Date</b>
Irene Smith	Bend, OR	2021-03-17
Linda Lynch	Bend, OR	2021-03-17
Maya Holzman	Bend, OR	2021-03-17
Paul Christensen	Bend, OR	2021-03-17
Samantha Stadlmann	Bend, OR	2021-03-17
Johnny Oehler	Bend, OR	2021-03-17
Liam Gilmore	Bend, OR	2021-03-17
Melissa Goldsby	Bend, OR	2021-03-18
Alex Marie	Vancouver, WA	2021-03-18
Jaida Sieu	Alameda, US	2021-03-25
Sean Killion	Bend, OR	2021-03-30
Michael Taus	Bend, OR	2021-04-04
Haywood Barton	Carson, US	2021-04-05
Gabriel Pagal	Alameda, US	2021-04-06
peyton shaffer	Altoona, US	2021-04-06

December 2, 2021

Rachel Colton  
Bend Park & Recreation District  
799 SW Columbia St. Bend, OR 97702

Dear Rachel,

I'm writing to you to express my strong support of Bend Park & Recreation District's application for the Oregon State Marine Board Waterway Access Grant to help fund the reopening of the Columbia Park Access Point.

The Columbia Park access point has been closed since July of 2020. Fellow neighbors and families have expressed concerns with the urgent need to reopen this spot and agree with your goal to move quickly. The Columbia Park access point is a beloved neighborhood gem that our community of kayakers, SUP enthusiasts, triathletes, and families has enjoyed for some time. Many of us intentionally purchased homes nearby to enjoy the river without the hazards of dense tourist crowds or rough launches/takeouts.

With Columbia Park access closed, it is causing an increase of traffic to other already overly populated access points, such as Miller's Landing. This space is not ideal for kayak or SUP launch and nearly impossible to climb back out. Or the McKay Park access point, which is consistently crowded from heavy tourist traffic.

As a mom of two children, ages 4 and 7, safety in kayak/board launching and swim/play is of utmost importance. I recall many times having to jump in front of unaware tube floaters about to unintentionally plow down the little ones at McKay, or try to prevent them from leaping down at Miller's Landing.

Further, as proven by 94 identified user-generated access points along the river corridor, the need for Columbia Park access point is urgent for supporting Bend's population growth, increased participation in SUP/kayaking, and reducing our environmental impact along the shoreline.

I sincerely appreciate your time and hope this letter helps communicate why our family and my neighbors feel so strongly about.

Sincerely yours,

Melissa Chelf

**From:** [eric staley](#)  
**To:** [Sarah Bodo](#)  
**Subject:** Re: Columbia Park River Access Closure - River Plan  
**Date:** Friday, March 12, 2021 10:11:23 AM

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**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Sarah,

Thank you again for the river closure of Columbia Park. It is hard to overstate the abuse of the riparian zone that we have observed day in and day out for years now. Countless people bring their dogs to the river's edge for ball retrieving. Too often either the ball would not be retrieved and end up as additional river trash or the dog itself would end up downstream looking for an exit. As river residents, we would often get involved in helping dog and human recovery as a result of the Columbia river access point. This is not what we signed up for when we purchased a home near your park.

The number of bridge jumpers has quadrupled in the last four years which is largely fostered by the Columbia park access. The bridge jumping is far from organic at this point as social media sites allow for group gatherings with only a couple clicks on their cell phones. The group gatherings really gained traction last year and we suspect 2021 will be even more insane. Please help protect the people, dogs, river banks, riparian zone, green way and river by keeping the Columbia Park river access closed.

By the way, daring young "hopefully sober" individuals have already begun night time plunges into the 38 degree water. I happened to be in my canoe at the time (9:17PM) 3/3/21 and was greeted by one of the 11 young white males. "Yo, my boys just jumped off that bridge, what do you think of that sh\*t, fu\*k you bit\*h! It was an otherwise nice paddle with amazing star scapes.

Thank you  
Eric Staley

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**From:** Sarah Bodo <SarahB@bendparksandrec.org>  
**Sent:** Tuesday, January 12, 2021 3:48 PM  
**Subject:** Columbia Park River Access Closure - River Plan

Hello,

I'm writing as a follow up on the Columbia Park river access point. You contacted BPRD when the temporary closure was installed over the summer. BPRD is working on a river plan for all the access points along the river parks, and we are considering what the long-term future of the Columbia Park access point should be.

At this point, our recommendation is that the Columbia Park access point be permanently closed and revegetated. We have seen bridge jumping greatly reduced at this location following the temporary closure. That is one of the reasons that we are proposing permanent closure. The park is

a neighborhood park and the river access has expanded beyond the original design of the access point both in number and types of uses—it was designed for boating access, but we were seeing the heaviest uses from bridge jumping and off-leash dog use. Unfortunately, what was built wasn't as easy to fix or maintain as once believed, and of course, significant erosion we've seen is a result of this. If this change is made, the nearest access points would be at Miller's Landing Park, McKay Park, and Drake Park.

The river plan draft project list will be shared with the BPRD board at their January 19 meeting, and then I will be seeking public input in February. We'll have a survey where you can tell us which projects you agree with or don't, as well as a few Zoom meetings. You're on my contact list, so I'll email you when those opportunities become available. We don't anticipate a decision until the fall, when we hope to adopt the plan. In the meantime, if you would like to discuss or have questions or comments please let me know.

Sincerely,  
Sarah Bodo

<https://www.bendparksandrec.org/riverplan>

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Sarah Bodo, AICP, Park Planner

Direct: (541) 706-6118 / Office: (541) 389-7275 / Fax: (541) 330-1019 / she, her  
Bend Park & Recreation District Office, 799 SW Columbia St., Bend, OR 97702  
[www.bendparksandrec.org](http://www.bendparksandrec.org)

81 parks - 87 miles of trail - Over 1000 different recreation programs



**William Smith Properties, Inc.**

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15 SW Colorado Avenue, Suite 1  
Bend, OR 97702  
Phone: (541) 382-6691  
Fax: (541) 388-5414

MEMORANDUM

**Date:** December 9, 2021  
**To:** Oregon State Marine Board  
**From:** Peter McCaffrey – William Smith Properties, Inc.  
**Subject:** Bend Park and Recreation District Grant Opportunity

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Oregon State Marine Board:


I am writing on behalf of William Smith Properties to voice our support for the Bend Park and Recreation District's (BPRD) Waterway Access Grant application for the McKay, Miller's Landing and Columbia Parks Access Study. This study is the result of more than two-years of data analysis and community engagement for development of the Deschutes River Access and Habitat Restoration Plan (River Plan), and will facilitate implementation of three of the 28 projects in the River Plan.

Our organization was pleased to be a part of the 14-member Focus Group that helped inform and guide River Plan development, and we are interested in supporting plan implementation in order to further improve access and habitat along the Deschutes River. William Smith Properties and its affiliates own properties adjacent to and in close proximity to McKay, Miller's Landing and Columbia Parks. We are highly invested in making this area welcoming for all, while maintaining the riparian habitat along the Deschutes.

The Bend Whitewater Park, which is directly adjacent to Miller and McKay parks includes three distinct channels – one for fish passage/floaters, one for surfers and one for habitat. Our company owns the east bank of the Whitewater Park. Improving the non-motorized boater access at McKay, Miller's Landing and Columbia parks, increases the likelihood that users will frequent designated access points at these parks, which will minimize disturbance of the habitat channel and adjacent riparian vegetation.

This project will improve access for all non-motorized boat users and protect sensitive habitat, and we strongly encourage OSMB to fund this grant through the Waterway Access Grant Program.

Sincerely,



Peter McCaffrey  
Director of Leasing and Development  
William Smith Properties

December 6th, 2021



To: Oregon State Marine Board  
Re: BPRD Grant Application Support

We support the efforts of Bend Parks and Recreation District to improve boater put-in and takeout access, restore riparian habitat and improve bankside conditions at three parks in the core area of Bend, adjoining the most popular reach of the Deschutes River. As Bend's population continues to grow, impacts to unimproved river access points has led to degradation of primitive launch sites which has even led to the closure of one such site at Columbia Park. BPRD has plans to restore and improve these access points, but additional grant support and public/private partnership will be critical to the successful implementation of the restoration initiative. BPRD has a strong track record of stewarding river access sites and maintaining these assets for the community benefit, where funding allows. Continued investment in River recreation access will be fundamental to maintaining the quality of non-motorized paddlesports recreation in one of the fastest growing communities in Oregon.

Please join us in your support for three critical Deschutes River access point projects:

- Miller's Landing Park: Improve water access and small boat launch at the "overlook" boardwalk central to the Park design, with the opportunity for an accessible launch at this location. Close and restore the temporary riparian area access point adjacent to private lands, which is unimproved and heavily impacted/failing.
- McKay Park: Rehabilitate and stabilize the design of the existing accessible access ramp, improve bank conditions and stability in this high use area for all user groups.
- Columbia Park: Comprehensive redesign and reconstruction of the temporarily closed access point to stabilize bank conditions and mitigate against unwanted use and erosion. Community non-motorized launch to serve the year-round recreational interest of paddlesports participants from the adjoining neighborhoods.

We have confidence that BPRD's professional engineers and planners will give their best efforts to incorporate community interest and feedback in the design process, and will make efficient and prudent use of any Grant funding for rebuilding these high use areas.

We humbly ask for OSMB to join us in financial support of these vital access restoration projects without delay.

Thank you for your consideration.

Bend Paddle Trail Alliance    Executive Committee:

Justin Rae- President  
Jayson Bowerman- Vice President  
Stephen Junkins- Secretary  
Jason Arbetter- Treasurer



December 8, 2021

Dear Oregon State Marine Board:

As the Executive Director of Oregon Adaptive Sports (OAS), I'm writing to voice my support for the Bend Park and Recreation District's (BPRD) Waterway Access Grant application for the McKay, Miller's Landing and Columbia Parks Access Study. This study is the outcome of more than two-years of data analysis and community engagement for development of the Deschutes River Access and Habitat Restoration Plan (River Plan), and will help kick-off implementation of three of the 28 projects in the plan.

OAS is working to remove barriers to the outdoors for individuals with disabilities. Critical to this effort is the inclusion of representation of individuals with disabilities in the design process of outdoor recreation venues. OAS was pleased to be a part of the 14-member Focus Group that helped inform and guide River Plan development. In partnership with OAS, BPRD developed the River Plan, which identified numerous projects that are inclusive to adaptive boating equipment, and the variety of populations that utilize this equipment.

In particular, when completed the projects at McKay and Miller's Landing would facilitate a more inclusive river experience. Specifically:

- McKay Park: This park provides accessible permanent restrooms, accessible on-street parking and an accessible pathway to the water. Improvements to the pathway and transfer area at this park would help facilitate ease of access for individuals who utilize adaptive non-motorized boating equipment, and would result in increased use of this access point by all non-motorized boaters as the improvements would facilitate ease of access for all.
- Miller's Landing Park: This park provides accessible permanent restrooms and accessible off-street parking. The existing river access points at this park are currently inaccessible, and this project would facilitate analysis and development of design options to make the existing boardwalk access point accessible. This would benefit all users of the park as the existing boardwalk access point is challenging to use even by the most sure-footed individuals.

This project will improve access for all non-motorized boat users and we strongly encourage OSMB to fund this grant through the Waterway Access Grant Program.

Sincerely,

Pat Addabbo  
Executive Director  
Oregon Adaptive Sports





November 23, 2021  
Bend Park & Recreation Office  
799 SW Columbia St.  
Bend, OR 97702

Re: Bend Park and Recreation District's OSBM Access Grant (WAG)

To Whom It May Concern:

Central Oregon Coalition for Access (COCA) is writing this letter in support of the Bend Parks and Rec Oregon State Marine Board Waterway Access Grant (WAG) application for accessibility improvements at Columbia, Miller's Landing and McKay Parks. The proposed project would improve access for people of all ability levels.

COCA advocates to make Bend a more accessible place for people with disabilities. The District and COCA work together on a regular basis, coordinating with one another on various projects around the community. COCA is pleased that the District is working to improve accessibility while River Planning, allowing more people with disabilities to enjoy these cherished parks.

Improving accessibility in the parks will promote COCA's efforts to create an accessible community for people with disabilities. COCA supports Bend Parks and Rec application to Oregon State Marine Board Waterway Access Grant (WAG) for consultant services for data collection, site survey, analysis and other necessary reconnaissance to allow the consultant to develop initial conceptual level designs, renderings, cost estimates and permitting analysis for the [River Plan](#) identified projects at Columbia, Miller's Landing and McKay Parks.

Sincerely,

Brooke Eldrige

Chair, Central Oregon Coalition for Access

And on behalf of Co-Chair, Kim Reynolds; Steering Committee members: Ben Hill, Jordan Ohlde, Sharlene Wills, and Shelley Palmer

## Comments and Discussion from Focus Group Members regarding Columbia, Millers, and McKay

### Meeting 4: May 13, 2020, Focus Group #3

#### 1. Discuss Miller's Landing Park –

##### a. Discuss opportunities

- i. Boardwalk – could this be redesigned for a better boat/float launch? Right now it is mostly a walking and observation area.
  1. Was the boardwalk the original design? Kelsey can look at archive project files and send to Sarah.
  2. Pat says their group would advocate for updates and improvements to the boardwalk. He also noted that for many parks, there aren't really any dedicated boat launches. People just make ones or use what is there.
- ii. Jayson asked about small area of land upstream from the boardwalk and if agreements had been discussed with the landowner to make an access point there. The current one downstream was supposed to be temporary but nothing has changed.
  1. Sarah says she knows it is of interest to the District and she will follow up internally with that.
  2. Erin says she isn't sure at the moment, but she will ask Bill about it. She expressed concern about that spot and people trying to paddle into the riparian area.
  3. Dirk and Kara are also concerned about adding a launch right next to eh habitat channel. They advocate to keep the functionality and healthy riparian zone that exists and focus on the current access point to improve things there.
  4. Geoff says the paddling community would prefer the access to be on the upstream side of the boardwalk because there is less erosion and a better eddy.
- iii. Aaron says the downstream access point is more for swimming and thinks the boating access should be somewhere else, like doing the boardwalk redesign.
  1. Jayson mentioned tobacco and alcohol use in this area and improving this access point could help reduce that.
  2. Other agree that this area could be hardened and improved.

##### b. Discuss constraints

- i. Distance to access down steam point from parking lot? People aren't as concerned because it's a smaller park and relatively short distance to walk.

##### c. Discuss possible project ideas

- i. Zavi discussed opportunities for here, or other high use access areas, to have multi-language signage, outreach, and education for minority communities.
- ii. Aaron mentioned the large pine tree near the bank that needs care and attention soon or it will be lost.

### Meeting 5: 7-23-20, Focus Group #4

- a) Columbia Park access point has severely eroded and will be temporarily closed.
  - i) Sarah showed the slide and explained what has happened since 2014 and why it was closed. She showed a picture of the temporary fence/sign that went up.
    - (1) Next July as a tentative timeline for work and re-opening
  - ii) Comments and ideas discussed by group members:
    - (1) Geoff – There is a lot of social media buzz in the paddling community about this being closed. It's a neighborhood access point and it is also used for paddlers to go upstream and access the whitewater park to avoid the congestion at McKay. He did speak to Sasha prior to this meeting and she further explained the situation, so he can help get the message out. He and other members of the paddling community are hoping this doesn't take 18-24 months estimated to get it re-opened.
      - (a) Henry talked about the extensive permitting that could happen for work and restoration done in this area which may create a timeline BPRD cannot avoid.
      - (b) In response to Henry's comment, Kara asked about the rules discussed on square footage during the tour that wouldn't require a WOZ or new permitting. Aaron said that if BPRD wants to get it back to what it was in 2014, it could be done tomorrow, but the design changes to be more hardened than that would require it to go back to the planning commission, and that is his understanding of what BPRD is thinking. Kara said she believes the timeline should be kept in mind for the paddling community as this area is planned.
      - (c) Kris talked about the river work being down as part of the Riverbend South restoration project and it could be a guide for this area.
      - (d) Geoff asked about if this time of thing is done again in the future, can another access point be made where it is stable for temporary use for these long closures.
  - iii) At the previous meeting, the group decided it should be improved and hardened, and vegetation downstream should be protected.
    - (1) The temporary fence does go along the entire riverfront, so it helps to protect the vegetation.

### Meeting 6: 10-8-21, Focus Group 6

McKay Park

Actions Entire Focus Group Responded Strongly Like, Like or Neutral on:

- Provide education & signage about the habitat channel on river right
- Plant & Protect Trees on river left



- *Jeff noted that existing trees are small and young.*

**Actions One or More Respondents Either Didn't Like But Could Live or Didn't Like And Can't Live With:**

- Plant and Protect Vegetation along fish ladder
  - *Dirk says this is a high use area for people walking and watching the tubers, along with people getting in and out of the water. It can be hard to get new plantings and vegetation going, so fencing and irrigation would be needed.*
  - *Kara agrees and believes the discussion was more about trees in this area.*

**New Action Proposed by Respondent:**

- Adjust landscaping directly adjacent to existing wheelchair ramp into the river to minimize gravel covering the ramp and improve beach access for ADA purposes. Perhaps some flat-stone type running alongside the ramp?
  - *Pat knows this ramp does get used a fair amount and it would be good to alleviate the amount of gravel on the ramp.*
  - *Jeff says it's an ongoing battle and comes down to design. He agrees a better material there would help.*
- This park has high potential for an extensive re-design. A radically more meandering fish passage channel and comprehensive park re-design could enable creation of a diversity of habitats, water access areas for a variety of family recreation sites + safer and more recreationally successful whitewater features.
  - *Jayson says BPTA hired three consultants and none found the existing fish ladder to be well functioning. One recommended a low-cost re-design.*
  - *Dirk fully supports redesigning the passage.*
  - *Kris concurs; would there be community support? Look at other options out there that could be replicated. Ensure whitewater park is functioning appropriately with safe passage for floaters.*

**Miller's Landing Park**

**Actions Entire Focus Group Responded Strongly Like, Like or Neutral on:**

- Close or armor upstream access point (note need to act soon to save tree and bank)
  - *This should be broken into two actions. Jayson noted that this was originally a temporary access point and it was promised to neighbors that it would close after boardwalk built.*

**Actions One or More Respondents Either Didn't Like But Could Live or Didn't Like And Can't Live With:**

- Modify boardwalk to improve safety and for accessible river access
  - *Pat says he believes it was intended to just be an access point, but it's difficult for anyone to use.*
  - *Aaron - swimming step access?*
  - *Erin asked why ADA access wouldn't be important. Pat says there is access on the other side. He can go back and evaluate the park.*
- Work with property owner on possibility of adding river access (downstream of boardwalk)
  - *Dirk believes this would be counterproductive where we are already trying to improve habitat conditions.*
  - *Representing the landowner, Erin says this is not an option for this area. It also doesn't make sense with distance from the parking area and other amenities. They have also worked tirelessly to re-plant the area and improve the riparian area. This area should be*

*protected when the other side of the river at McKay is high use and riparian repair can't be done.*

- *Jayson discussed original plans and promises made that have not been kept. The temporary access point has not been removed and the area is being increasingly damaged and needs repair.*
- *Dan proposes this comes off the table and other areas focused on. Group agreed.*

#### Columbia Park

Actions Entire Focus Group Responded Strongly Like, Like or Neutral on:

- Replace single rail fencing with more protective fencing; revegetate area

Actions One or More Respondents Either Didn't Like But Could Live or Didn't Like And Can't Live With:

- Create one larger access point with a bench and dog access
- Improve existing access point by armoring the bank ~~with large boulders~~
  - *Dirk says prescriptive boulders be removed and look for alternatives. Kara agrees.*
  - *Dan asks if "large boulders" should be dropped. Group agrees (edit to project reflected above).*
- Add bench/viewing spot
  - *Jayson mentioned that with the temporary closure, people have been using the small area upstream of the bridge and it's starting to degrade.*

New project ideas

- *Aaron mentioned adding permanent restrooms.*

Highlighted items in meeting notes are comments related to McKay, Miller's Landing and Columbia Parks.

## River Plan Public Meeting Comments February 18, 2021

### Attendees:

- Staff: Sarah Bodo, Rachel Colton, Jeff Amaral (BPRD), Dan Miller (NPS-RTCA)
- Public
  1. Brett Golden
  2. Desiree Morris
  3. John Cardwell (Math/Music Teacher)
  4. Mike McFarlane (picture of a bird)
  5. Julia (family)
  6. Steve Roelof
  7. Joe Severson, Oregon State Marine Board
  8. Doug Young
  9. Daniel Sine
  10. Ula (The Yoga Lab)
  11. Mary Ann Kruse
  12. Erin Felder
  13. Jeff Huebner
  14. Brian Holland
  15. Jackie C (and her partner)
  16. M.E. Decklmann
  17. Maria Higley
  18. Melissa
  19. Nathan Hovekamp
  20. Dan Pilver
  21. Kelly Young
  22. Jodell Born
  23. George Cocores
  24. Melissa

### Public Comments and Questions:

1. **Jeff Huebner** - the boardwalk is not a usable access point for boat launch or swimming because it is too shallow and too rocky
  - a. Sarah - Rocks and boulders that exist there are a barrier to access and hopeful that they can be moved. We are not aware of the shallow nature of the area.
  - b. Jeff – lives by Columbia Park and across from Miller's Landing. Rocks are sharp and too shallow for swimming. Hard to launch a paddleboard there as you will catch on the rocks and ding your board. Downstream access is the preferred access site. That is one of two places that is deep enough below whitewater park to actually swim. Other spot is across the river at Columbia Park. Closing both of these will make the neighborhood and local athletes unhappy. Before the Columbia access point was created there was still the

problem of people jumping of the bridge. They just climbed out into people's yards. The only thing that seemed to stop the jumping was the police patrols that were stopped.

2. **Melissa** - Columbia Park: does the city own the user-created access point up river of the bridge? Moving the access point would address the bridge jumping problem. Permanently closing the Columbia Park access point would require more neighbors in this area to drive to the other access points, rather than walk - further congesting busy spots.
  - a. Consider moving the access point on the other side of the bridge
  - b. BPRD does own that area. Thanks for your feedback.
3. **Ula (the Yoga lab)** – lives super close to Columbia park as well. Agrees with Jeff and wants to add that she walks through the park a lot. Main issue is during the summer. Erosion is a huge issue, but solution of closing that area isn't fair to everyone who uses the area year-round. We bought our house because we love the river. Find another solution rather than closing. Downstream access at Millers is also the better access point. Boardwalk access would need major improvement.
4. **Brett Golden** - Columbia Park - Have you all considered other options to address erosion and safety other than closing access here? I recognize the challenges here, and it's also one of the easiest access points for swimming. I've had the same problem with access at the Millers Landing boardwalk as Jeff; that side is much shallower along the shore. I don't know him, but I'm one of the people training by swimming in the river that he just mentioned ; )
  - a. Sarah – yes, we've considered considering improving the access point so it could be sustainably kept open. Talked about costliness of project and balancing that with projects at more used spots.
5. **Jackie C** – When they first moved her 40 years ago, the river was closed. It was full of logs and dangerous. They love what we've done and made it so fun to be on. They walk across the Columbia bridge at least once a day and float 2x a day. Recognize the risk of jumpers on the bridge. Lots of floaters and jumpers. Primary goal is to keep bridge open to walkers. If you make Miller's landing accessible, perhaps this could be a great access point to replace Columbia. They recognize how dangerous the bridge jumping is.
6. **Julia** - Agreed! Columbia and downstream Miller's Landing are our fabulous swimming spots!
  - a. She has 3 kids and a husband and they swim all the time at Columbia Park and they live just a few blocks from Columbia Park. Also use the downstream spot at Miller's. Columbia is where their neighborhood goes and it would be devastating to our neighborhood if it were closed. They share it with everybody and it's a beautiful place. And to have it taken away would be really hard. So much rather have us look for another solution. Maybe the neighbors' chip in and fundraise for it to figure out a solution.
7. **George** – lives on the other side of the river by Miller's Landing. Pretty opposed to restricting access to the river and closing current access points. Boardwalk isn't a good access point. Question – re. the river DOLA, there are a lot of basalt boulders supporting the river bank. Can that be done in other places? Can we preserve the river bank another way? He would like to still have access at Miller's Landing. It seems to me that lots of people want to sit by river and dangle their toes in the river.
8. **Desiree Morris** - I just wanted to piggyback on Melissa's comment regarding upstream of the bridge access at Columbia Park. As a fitness swimmer, it is impossible to swim under the bridge,

- even with flippers. this combined with other mitigation strategies could help lessen this problem. Also enforcement should help.
9. **Brett Golden** - Sarah and Rachel, is closing access to the Columbia Park bridge something that you all are considering?
    - a. No, clarified that this is not part of the project.
  10. **Jeff** - There are other ways to prevent jumping than closing access
  11. **Ula** - yes we can raise/donate money to help keep river access at Columbia Park
  12. **Jeff C** - Can the city alter the Columbia Bridge in a way to discourage jumpers?
  13. **Jeff H** - totally down with fundraising to improve access at Columbia park
  14. **MA Kruse** - The eddy is big enough @ Columbia to jump off the bridge & be carried up to the upstream access above the bridge. Permanent bridge jumping deterrents would work more of the time v park stewards or park police intermittently passing by.
    - a. **Brett** - @M.A. Kruse, I wish! That's a great eddy that brings you to the bridge abutment, which forms the eddy. It's relatively hard to swim up under the bridge, especially on river left.
  15. **Melissa** - The point about population growth - neighborhood access points are important. What is the timeline? Will the access point be closed all summer?
    - a. Temporary closure will continue until plan is adopted.
  16. **Brett Golden** – used to live right across from Columbia Park Bridge. A lot of user created access points are the results of people bringing their dogs to the river.
  17. **Jodell Born** - It's only a matter of time before someone dies from jumping off that bridge. Unless there is something done with the bridge, having access on either side will unfortunately allow for jumping.
  18. **John Cardwell** - Will the Columbia Park access point continue to be closed throughout Summer 2021? Are there plans to close the grassy Miller's Landing access point this summer?
    - a. Columbia will be closed and only reopened if plan determines reopening it is a project. Then the project would need to be designed and constructed.
  19. **Brett Golden** - If we want to be more involved beyond just participating in public meetings, would there still be a way to do so?

**River Plan Public Meeting Comments**  
**February 20, 2021**

**Attendees:**

- Staff: Sarah Bodo, Rachel Colton (BPRD)
- Public
  1. Jerry Jeffrey
  2. Diana Hall
  3. Dan Pilver
  4. Nathan Hovekamp (Board)
  5. Loren Smith

**Public Comments and Questions:**

1. **Loren Smith** - river bend park conflict Btwn boat launchers and people who want to hang out on beach. would like to discuss. would like to discuss where are 7 extra access points?
  - a. Loren - What she noticed last summer and over COVID, so many people that want to launch that there are conflicts with people that want to use the beach. In favor of enlarging the beach area.
  - b. Sarah - 7 additional access points – River Rim (1), Farewell Bend South (2 max), Riverbend Park (1), Sawyer Park (1 max) Riley Ranch (2 max)
  - c. Loren – Not a viable launch location at this point. More Latino families at the Bill Healy beach. Really heavily used. If you do a seasonal dog use at any place, people are more likely to use during the summer. Not happy with our three choices for off-leash areas. Are there other places you’ve ruled out? Huge conflict to have dogs added to the mix at the beaches. Wherever you put the dog park you will create parking challenges. She can’t think of a different location. She thinks downstream in riverbend would limit habitat impact.
  - d. Meeting was frustrating to access. Not on [our meeting calendar](#).
    - i. ACTION – Rachel to ask Julie purpose of the events calendar on the website? Should we be using for outreach meetings? Email sent 2/23/21
  - e. Glad that Latino Outdoors is on focus group, but hopes we’re doing good outreach to this community. She has been bringing this up with BPRD for 14 years. Spoke highly of Kathya.
  - f. Really likes the idea of volunteer stewards. All the human caused paths are not good for the river, but lots of education is necessary. Stewards are better than signs. Seems like less access on Old Mill side, perhaps due to the security they have?
2. **Diana Hall** - only “seasonal” dog accesses insufficient. Nothing for summer?
3. **Dan Pilver**
  - a. Riverbend Beach access, maybe there is a way to designate locations for launching, etc. Perhaps boat access downstream so they don’t float over swimmers. He lives close to Miller’s Landing park. He is a huge user of the whitewater park, has 2 dogs, surfs, kayaks, etc. River is his favorite place to go.



- b. **Miller's Landing** boardwalk never created with any boaters in mind. He was bloody and bruised up the 2 times he got out there. Lava rocks are really dangerous. The boardwalk has a lip that makes it hard to slide out of with a boat. He loves the tree laying down in the water, but it's close and cuts off user access. He always thought this area was for fishing. Once Columbia access point temporarily shut down, he found the access point upstream of the Columbia bridge (but didn't use it much). The downstream access at Miller's isn't ideal either. Erosion/slippery mud makes it hard to use, and it's really hard to get across the bridge with a boat. Also, lots of people drinking there and lots of dogs off-leash there.
  - c. **Columbia River Park** – lives 3 blocks from the park. He and his buddies all go there after work together to get into the river. Kayak is 50 lbs. hard to navigate the whole area to Miller's Landing. No sidewalks, etc. Doesn't go to McKay as it's so heavily used. Access to river is a top priority. We should maintain access points, especially in neighborhood parks. All for closing down the bridge jumpers. Add railings or wire cables. We're punishing one user group because of the actions of another. He's also fallen at Columbia park access point as it's slippery and muddy.
    - i. Spoke about confusion on the survey with prioritization of projects. Sarah confirmed we will do some manual data analysis for that question.
  - d. Really appreciates the habitat restoration work as well.
4. **Jerry Jeffrey** – lives across the street from Columbia park and agrees with everything that Dan said. Wants a new put in/take out at Columbia. Put up bridge jumping deterrents. His grandkids and daughters use this access point. He also uses it. Far enough to walk without having to walk to another park. Would also like more dog access.

**River Plan Public Meeting Comments**  
**March 9, 2021**

**Attendees:**

- Staff: Rachel Colton, Kelsey Schwartz (BPRD)
- Public
  1. Ula, Andrew Discus, MA Kruse, Cheryl Thomas, Desiree Morris, Lain, Jeff Huebner, Julia, Melissa, Dan Pilver, Katie Sheldon

**Public Comments and Questions:**

1. **Millers Landing Discussion:**
  - a. Jeff Huebner – How much work is planned for the design at the Miller’s Landing Boardwalk? Concern regarding safety and usability due to rocks. It’s not a functional access point currently and if the other Miller’s access spot and Columbia point is closed, there won’t be a usable spot.
    - i. Rachel responded about site visit coming up and seeing what can be done. We are still in the planning stage, but are working to confirm what project(s) might be viable here.
    - ii. Jeff asked if BPRD staff will go in the water and see versus just looking visually. The problems can’t just be seen looking into the water.
      1. Rachel said they can do that. We need to know how to address the challenges and what exists.
      2. Rachel asked Jeff to share his email so we could connect and he can provide additional feedback. [jeff@abundantgraceyoga.com](mailto:jeff@abundantgraceyoga.com)
        - a. **ACTION** – Rachel to email Jeff regarding Miller’s Landing and his offer to explore and evaluate under water constraints.
      3. Dan reiterated this point as well.
  - b. Ula added it is not safe for children and that is why the other access was used.
  - c. Jeff added it needs to be deep enough, or safe to walk to where it’s deep enough, to swim because that is what people want to do.
  - d. Rachel discussed water level challenges due to spotted frogs, managed flows, etc. and the group agreed the water flow is variable.
  - e. Desiree: There is a weird strip of wood at the end of the boardwalk and is a terrible toe catcher. Please consider that in design.
    - i. Melissa agreed with this. It scares her for young children.
2. **Columbia Access**
  - a. Melissa wants to understand how unintended use erodes an access point. If it’s meant for putting a kayak in, how does someone just wading or a dog coming in make a difference?
    - i. Rachel discussed the amount of use versus the type of used. Also the increased use by number of people moving to Bend and the area.

- ii. Melissa felt disappointed by the wording of the survey. She felt like the question was definitive and more negative in comparison how some of the other projects were worded/associated questions. Maybe this changed the way people viewed the project and how they responded.
  - 1. Rachel apologized for the way that came across and that it felt biased for that project. That certainly wasn't our intention. BPRD did read all 400 comments and are taking them all to consideration for the planning. She also discussed the process of the evaluation and planning before the project list is finalized. Including additional public outreach this summer.
  - 2. Jeff agreed with this and closing the access point was the only option. He also wished people could be interviewed in person in the park. The neighbors are happy how the park is now compared to the past.
- iii. Julia – she used this access a lot and took her children there. She understands the erosion is a huge problem, but is having the access point a real problem? What is the main problem beyond the erosion? She believes we can raise the money and make it a nice access point. People in the neighborhood want it to stay open and want to help.
  - 1. Rachel discussed that this is a neighborhood park and how they are supposed to be designed and used. Having a feature like a major access point changes impact to the park in numerous regards.
- iv. Ula – seconding what Julia and Jeff said.
  - 1. “Is it important for you to have access to the river at Columbia Park” would've been a better way to approach this one. And then at the end, you couldn't choose it as a top project because you didn't want it closed.
  - 2. This access is why many people rent or bought homes in this neighborhood and don't want to see it closed. It's important for the community as well and then are okay with it being open. It was devastating to lose during the pandemic.
    - a. Jeff agrees with this
- v. Melissa – In a previous meeting, it was discussed that it would be expensive to do and more valuable to put the money into higher trafficked parks and access points.
  - 1. She discussed a previous organization she worked with in Wisconsin and the focus that access should be equal across all income levels and remove barriers for everyone, especially those that can't drive.
  - 2. Millers Landing doesn't seem far by mileage, but you can't walk there with the items, like a kayak or paddleboard, easily.
  - 3. Rachel spoke about how river usage is just one of six factors used to evaluate projects. Though it is important as we are seeking to serve all those who would like to access the river.
- vi. Desiree – it's twice as far to go to Miller's than McKay. Walkability is very important and for neighbors to walk to Columbia, it is highly important. This

neighborhood has a lot of pressure from vacation rentals and tourists, so having this access point is very important.

1. Let's talk problem solving! We want the access to remain so how can we fix this and help and not close it.

- a. Rachel says we welcome the help with open arms.

2. What is the monetary need?

- a. Rachel said that Riverbend South is about a half million but we haven't done any rough cost estimates for these projects yet. We expect that all of these projects will require partnerships and grants. Rough cost estimates is something that will be in the plan, but not yet known.

- vii. M.A Kruse typed that this is a neighborhood park but not just a neighborhood access.

- viii. Ian – closing the access isn't going to be free either. Teens and people will still use it. He doesn't understand the view that 'this is the most popular spot for access but let's close it'

- ix. Katie – She agrees with Ian and doesn't see the jumping stopping. Let's provide a safe option for people and keep multiple places open.

1. This is a cold river and we need safe options for getting out.

2. Ula added It's a long stretch from Millers to Drake.

- b. Dan – He reiterates a lot of the things already said.

- i. People are already accessing at other spots (upriver of bridge). Places upstream are being used and will become expensive to deal with those newly damaged areas.

- ii. Keeping this open will help reduce user conflict and numbers of people at those high use parks nearby.

- c. Julia – What can we do? What advice can you give us?

- i. Most people there with cars are there for the playground and not the water. It's the neighbors using the water access. Please interview those visitors and ask why they are there.

- ii. The bridge jumping this summer was insane due to COVID and not typical.

- iii. Rachel – please get on our email list to stay in the loop. Additional feedback in writing. Talk about commitment to help and raise funds. Before next Monday please, in prep for Rachel and Sarah going to E-team. Comments will be accepted until plan adoption.

1. People can attend board meeting on April 6<sup>th</sup>

- iv. Melissa noted that more rogue access points will develop if this one is not provided. A formal access point reduces the risk of all the new user created ones.

- v. Jeff – Says his friend just told him the board meeting for BPTA, says they have funds set aside for projects like this. He says someone also told him that someone from BPRD said they were moving away from closing the access point.

1. Rachel responded that a member of BPTA is on the focus group and we are working with interested parties.

3. Melissa encouraged any people at the meeting who would like to organize about this to please email her ASAP.

# River Draft Plan Presentation

## Meeting Notes

Event: Larkspur Center

August 10, 2021 5:30 pm

### Attendees:

Jan Baker, David Markey, Janice Schmidt, Leslie Austin, Cheryl Morgan

Staff: Sarah Bodo, Rachel Colton, Sheila Reed, Rodrigo Gaspar (Spanish language interpreter)

### Meeting Outline

- 1) Plan Overview
- 2) Project List Changes
- 3) Outreach for draft Plan
- 4) Next Steps
- 5) Questions/Comments
  - a) Janice: live on the river near Columbia, big changes in the last 6 years. Safety and healthcare concerns. Kids climbing over the fence. Bridge jumping and the injuries. 30-40 people a day jump off the bridge. Want to look at solutions and safety measures. Area eroding in Millers Landing has become a party spot on the river. Asking that the rules be enforced. Warnings do not work.  
Ian responded to the ticketing and the city owned bridge.
  - b) Dave Baker: Columbia Park, adjacent to the slide, hillside is a dirt slide now, kids don't use stairs and the area is eroding and is unattractive.
  - c) Jan Baker: It is okay to say no to river access. People will find a way to access the river and disregard the rules and paths. This area of the river is too narrow and this is a high priority in the plan.  
Sarah explained that if nothing happens with the bridge, BPRD is unlikely to do any projects.
  - d) Janice: River exit prior to rapids is getting destroyed and the garbage is not picked up regularly. Area near Millers Landing needs to be rebuilt with steps to rocks. This is a gathering area for bad activity and scares kids. Lights at Columbia do not shut off on time and the park is loud with people in it after hours.
  - e) Swimming has been left off of the activities park of the plan. Wants swimming icon added. 1<sup>st</sup> street area of the river is good for swimming because there is not as much activity there, asked why that area is planned to be fenced.  
Sarah explained that it is to protect the riparian area and wildlife, but said she would be willing to go out there and discuss. \*Stacy Kiefer Coach for Bend Swim Club

- f) Dave Baker is going to get together with neighbors and submit something to Sarah about the suggestions for Columbia Park.
- g) Janice suggested an education program for teens to teach them the value of the riparian areas and the damage that can be done with certain behaviors.

6) Feedback



**Land Use Compatibility Statement (LUCS)**  
**McKay, Miller's Landing and Columbia Parks Water Access Study**