

IMPORTANT: Any citizen may orally address the Parks Commission on non-agenda items during the Public Forum. Any citizen may submit written comments to the Commission on any item on the Agenda, unless it is the subject of a public hearing and the record is closed. Time permitting, the Presiding Officer may allow oral testimony. If you wish to speak, please out the Speaker Request Form located near the entrance to the Council Chambers. The chair will recognize you and inform you as to the amount of time allotted to you, if any. The time granted will be dependent to some extent on the nature of the item under discussion, the number of people who wish to speak, and the length of the agenda.



## AGENDA FOR REGULAR MEETING

### ASHLAND PARKS & RECREATION COMMISSION

October 23, 2017

Council Chambers, 1175 E. Main Street

7:00 p.m.

- I. CALL TO ORDER
- II. APPROVAL OR ACKNOWLEDGEMENT OF MINUTES
  - a. Golf Subcommittee—August 17, 2017
  - b. Trail Master Plan Committee—September 8, 2017
  - c. Study Session—September 18, 2017
  - d. Regular Meeting—September 25, 2017
  - e. Trail Master Plan Committee—September 29, 2017
- III. PUBLIC PARTICIPATION
  - a. Open Forum
- IV. ADDITIONS OR DELETIONS TO THE AGENDA
- V. UNFINISHED BUSINESS
  - a. Bear Cans Update (Information; potential action)
  - b. Pool Update (Information)
- VI. NEW BUSINESS
  - a. Park Patrol & CAP Officer Annual Update (Information)
- VII. SUBCOMMITTEE AND STAFF REPORTS
  - a. Senior Center Update (Information)
  - b. Team Ashland Update (Information)
  - c. CIP Update (Information)
- VIII. ITEMS FROM COMMISSIONERS
- IX. UPCOMING MEETING DATES
  - a. Study Session—November 20, 2017
    - The Grove, 1195 E. Main—5:30 p.m.
  - b. Regular Meeting—November 27, 2017
    - Council Chambers, 1175 E. Main Street—7:00 p.m.
- X. EXECUTIVE SESSION PURSUANT TO ORS 192.660 (2)(e)
- XI. ADJOURNMENT

City of Ashland  
PARKS AND RECREATION COMMISSION  
Oak Knoll Golf Course Subcommittee Meeting Minutes  
August 17, 2017

**ATTENDEES**

**Present:** Commissioners Gardiner and Lewis; APRC Director Black; Interim Parks Superintendent McFarland; Recreation Superintendent Rachel Dials, Golf Course Superintendent Laura Harvey; Golf Course Coordinator Tom Cronin; Recreation Manager Lonny Flora; Recreation Assistant Haley Fasnacht; Oak Knoll Men's League President Bret DeForest; Oak Knoll Women's League President Susie Powell

**Absent:** None

**CALL TO ORDER**

Golf Course Coordinator Tom Cronin called the meeting to order at 2:07pm

**APPROVAL OF MINUTES**

There was none.

**PUBLIC PARTICIPATION**

There was none.

**UNFINISHED BUSINESS**

There was none.

**NEW BUSINESS**

1. Tom Cronin introduced those in attendance. 2. Michael Black summarized the meeting agenda. 3) An overview of Golf Course projects and improvements was provided.

Jeff McFarland presented the irrigation plan and budget for improvements over the next two years. He said the overall budget for new system was 70K and included the following:

1. Isolation valves
2. Drain line placed across #2, #3 & #5
3. G 85B Golf Course rotors (sprinklers)
4. ICV valves
5. Install i-25 rotors around greens 1-8, chipping green and putting green.
6. New software for the system needs to be replaced but the budget is not showing enough funding at this time. Hopefully the software will be updated in the near future.

Projects will begin between late September and early October.

Laura Harvey and Jeff McFarland explained that new sprinklers have been placed on the first fairway for demo. They have already seen improvements and are very impressed. McFarland estimated two years for project completion.

Bret DeForest expressed concerns about the golf course being understaffed in maintenance and the concern that the project will take longer to finish.

Michael Black reassured league presidents that the project will be completed as quickly as possible with existing staff. The irrigation project will be done "in house" meaning no extra funds for more people. Black made clear that APRC and the Parks Commissioners are not neglecting the golf course and that during the goal setting process the irrigation project was a big priority.

Bret DeForest asked to be involved and notified about all subcommittee meetings. He also requested updates on course conditions and projects. He will communicate with Laura Harvey to give updates to all league members.

Tom Cronin asked to arrange a volunteer day. Gather projects that need to be addressed around the pro shop and bring in volunteers from the Men's and Ladies' leagues to help.

Mike Gardiner requested to relocate the brush pile away from the #6 Fairway.

Tom Cronin gave an update on the pro shop and said furniture will be addressed this week. Tables, chairs and couches will be replaced. Revenue was down at the end of last fiscal year. Winter weather conditions made a big impact. Tom surveyed other golf courses around the valley and throughout Portland area and they have all seen a decline in rounds and revenues. A plan for marketing the course will be put together. Tom has canceled all accounts with Yellow Pages and Dex phone books. Tom said the focus should be online marketing, Facebook, Instagram and golfnow.com. Tom has already had success with golfnow.com and online bookings.

Susie Powell would like new players to Oak Knoll. She suggested having open community group lessons or tournaments. Would like to see rounds increase and also new faces joining the men's and women's leagues.

### **Additional Discussion**

Commissioners requested a write-up of all the projects happening and a breakdown of irrigation/drainage pricing from Jeff McFarland.

### **SET NEXT MEETING DATE**

Next meeting date was not set. Discussion was to have a meeting every third month.

### **ADJOURNMENT**

There being no further business, the meeting was adjourned at 3:05 pm.

Respectfully submitted,

Haley Fasnacht, Recreation Assistant, Oak Knoll Golf Course Assistant Manager.  
Ashland Parks and Recreation Commission

Disclaimer: The Minutes are not a verbatim record; they are paraphrased.

City of Ashland  
PARKS AND RECREATION COMMISSION  
TRAIL MASTER PLAN UPDATE COMMITTEE  
MEETING MINUTES  
September 8, 2017

**PRESENT:**       **Parks Commissioner:** Jim Lewis  
                  **Additional Committee Members:** Luke Brandy, David Chapman, Stephen Jensen, Jim McGinnis (11:22)  
                  **City and APRC Staff:** APRC Interim Parks Superintendent Jeffrey McFarland; APRC Supervisor Jason Minica; GIS Analyst Lea Richards  
                  **APRC Minute-taker:** Susan Dyssegard (standing in for Betsy Manuel)

**ABSENT:**       Parks Commissioner & Committee Member Mike Gardiner; Committee Member Torsten Heycke; APRC Director Michael Black; AFR Division Chief-Forestry Resource Chris Chambers; APRC Minute-taker Betsy Manuel

**I.       CALL TO ORDER**

Chair Chapman called the meeting to order at 10:00 a.m. at 51 Winburn Way, Ashland OR.

**II.      APPROVAL OF MINUTES**

- a. August 11, 2017
- b. August 25, 2017

After a brief discussion, the Minutes were tabled pending further review.

**III.     PUBLIC PARTICIPATION AND GUEST SPEAKERS**

Chapman introduced Mike Oxendine, Landscape Services Supervisor from Southern Oregon University (SOU). He explained that the Trail Master Plan Update Committee was working on defining corridors – areas where there were possibilities for a trail system. Chapman explained that Roca Creek traverses the SOU campus and input from SOU staff would be helpful. McFarland added that the Trail Master Plan was being renewed based upon the original Trail Master Plan of 2006, an official document approved by APRC and the Ashland City Council. Portions of the document became part of the City's Transportation Systems Plan (TSP). Corridors identified in the original document provided opportunities to develop a system of trails that would enhance connectivity.

Oxendine presented a map showing a section of Roca Creek where a failed storm drain led to extensive repairs. The pipe was installed originally in the late 1800's, prior to the construction of the Churchill administrative building. Repairs entailed the construction of a 12-foot trench that would channel Roca Creek underground. In response to a question by Jensen, Oxendine described the creek's underground route throughout the campus. He traced the creek as it re-daylighted at Iowa Street above the railroad track. The stream continued on with a portion becoming part of Bear Creek and a portion ending in the TID Ditch.

Oxendine highlighted areas of interest such as the SOU arboretum. SOU designed the arboretum to contain meadows populated with pollinator plants and a native riparian area. In addition, the arboretum hosts approximately 65 trees that are identified by their Latin names and history. He stated that SOU engineered a trail from the arboretum on a steep slope that could be accessed from Roca Street. He stated that the route had not been advertised as the gradient engineering was never approved by the City of Ashland.

It was stated that two properties (667 and 668 Roca Street) contain steep slopes that are significantly eroding into the Roca Creek Canyon. Ashland is attempting to repair the storm drain in that area and bolster the hillside. McFarland stated that the trails in the area are spotty, with missing connections. He offered to work with SOU to obtain easements or provide connectivity to SOU's trail system. McFarland asked about the possibilities for signage depicting the creek's route throughout the campus – even though the stream was mostly underground.

Richards commented that the trail system could mitigate areas such as those close to the sports fields where people walk on the roads. Oxendine agreed, indicating that he had proposed a running trail in that location. He reported receiving a mostly favorable response, even though there would be a financial outlay for fencing. Oxendine stated that he would install trail markers along SOU's portion of the trail.

Jensen proposed that SOU's trail plans be discussed in the updated Trail Master Plan. He outlined connectivity from the Ditch Trail on the upper end to the Central Bike Path where it meets the railroad. Brandy supported the idea as an opportunity for greater trail connectivity.

There followed a brief conversation about trail connectivity within the Roca Creek Corridor. Lewis agreed with Jensen that a description of future opportunities should be noted in a new section in the chapter detailing the Roca Creek Corridor. Oxendine agreed to write up SOU's portion of the Roca Corridor – the current trails on campus as well as the potential for additional trails in the future.

Chapman asked about the potential for daylighting the creek throughout the SOU campus. Oxendine noted that SOU staff had proposed the idea but the cost to execute a plan was prohibitive.

#### **IV. ADDITIONS OR DELETIONS TO THE AGENDA**

McFarland introduced staff member Jason Minica, APRC's newly appointed Forestry, Trails, Outer Parks and Open Space Supervisor.

#### **V. UNFINISHED BUSINESS**

##### *a. Continue Reviewing and Discussing:*

##### **I. Tolman Creek Corridor**

McFarland noted that Tolman Creek was primarily outside the Ashland City limits. The creek connects to Siskiyou Blvd. in an area where there is currently little connectivity. Brandy stated that in his opinion, Tolman Creek was a low priority. He explained that connectivity to Crowson Road was not a preferred destination for hikers, given the narrow sidewalk and shoulder along the road. Chapman talked about

connectivity from the Croman Mill area that leads to Crowson Road as desirable for cyclists. Brandy suggested connecting instead to the Oak Knoll Golf Course.

McFarland noted the current pedestrian trail through Oak Knoll Golf Course. He talked about the Croman Mill site, stating that if it develops, trail connectivity for at least the lower end of the Tolman Creek Corridor would provide opportunities for multimodal transportation

Lewis recommended keeping the Tolman Creek Corridor in the Trail Master Plan for future connectivity. He stated that much of the area was in Jackson County's jurisdiction and if the county were to allow growth in the area, Ashland's Trail Master Plan would document the potential for future trail connectivity.

There followed a brief conversation about the creeks that ultimately connect with Emigrant Lake. It was agreed that Richards would extend the mapping for Tolman Creek to the TID Ditch even though it was primarily county land. Chapman noted that the original document depicted Tolman Creek ending where it connects with Neil Creek on the opposite side of Highway 66.

Brandy talked about trails that connect with the Greenmeadows trail system. He stated that those trails include signs that are similar to signage provided by the City of Ashland, although the trails are actually in the county and/or might be part of property owned by the Greenmeadows Homeowner's Association (HOA). McFarland commented that discussions with Greenmeadows HOA officials about a possible easement for a side trail (that would connect with the entrance to Oredson-Todd Woods) was dependent upon an easement through private property.

Brandy talked about acquisition of the Clay Street waterfall. McFarland noted that the property owner had approved access to the Toothpick Trail but denied access to the remainder of the property.

Richards suggested that the Tolman Creek Corridor be incorporated into the Trail Master Plan with an explanation that unlike other named corridors following creeks, the Tolman Creek Corridor does not follow Tolman Creek.

## **II. Side Corridors**

McFarland reviewed the potential for side corridors in areas such as Otis Street and Mountain Creek. He stated that the Committee might prefer to acknowledge areas where a side corridor could develop – or just make a notation where connectivity could be combined with a corridor in the future. Chapman stated that in his opinion, those areas would typically be a branch of a corridor.

There followed a discussion regarding trails in rural areas and trails that require homeowner participation. Jensen stated that safety issues sometimes prevent property owners from granting easements. Issues such as creating areas where the homeless can congregate or camp were identified as concerns when creating corridors.

McFarland suggested making a list of the identified opportunities that could develop as corridors in the future. He proposed the establishment of criteria that would minimize homeowner involvement or that

referenced populated areas as low priority developments.

Discussion moved on to focus on “Creek to Crest” connectivity, as part of the Eastern Forest Lands area. McFarland stated that the route called “Creek to Crest” travels through the City, follows a section of the Ashland Creek Corridor to the Central Bike Path onto the Bear Creek Greenway Corridor to the White Rabbit Trail and finally connects to the Pacific Crest Trail.

Chapman summarized the progress to date, noting that a list of possible side corridors should be developed and the “Creek to Crest” route might be discussed under “New Business.” In addition, he noted that the designations of Eastern and Western Forestlands should be addressed under “New Business” at the next meeting.

Chapman described the forestland areas with the Imperatrice Property as the gateway to Emigrant Lake and from Bear Creek to Grizzly Peak. After some discussion, it was agreed that a new chapter would be incorporated into the Trail Master Plan, called the Cascade Foothills area. Lands within the area would be located on the east side of the I-5 Highway.

McFarland updated the Committee with regard to a section of Grandview where the street intersects with the Ditch Trail. He stated that the access road was a public right-of-way, but a portion of the parking area encroaches on private land and the property owner has requested that no parking be allowed on the private parcel. McFarland stated that a Mutt Mitt station and trash can near the trailhead has been moved further away and Public Works was installing “No Parking” signs. APRC has been discussing purchasing a portion of the parcel to alleviate the problem. Chapman reported that he alerted a nearby neighborhood not to park in that area until matters could be resolved.

McGinnis stated that it would be helpful if the City developed a strategy of collaboration with all stakeholder agencies when similar situations arose with regard to private property owners. Ways to identify potential issues and create a system of communication among City Departments, APRC and homeowners were discussed. McGinnis suggested connections through the GIS system and it was agreed that further exploration with City officials would be warranted.

## **VI. NEW BUSINESS**

- a. *Review and Discuss Additional Trail Corridors*
  - I. West Side Forestlands (new)
  - II. East Side Forestlands (new)

## **VII. UPCOMING MEETING DATES**

- a. *September 29, 2017*

## **VIII. ADJOURNMENT**

There being no further business, the meeting was adjourned at 11:40 a.m.

Respectfully submitted,

Betsy Manuel, Minute-Taker  
Trail Ashland Parks and Recreation Commission

These Minutes are not a verbatim record. The narrative has been condensed and paraphrased at times to reflect the discussions and decisions made. Ashland Parks and Recreation Commission Subcommittee meetings are digitally recorded and are available upon online.

City of Ashland  
PARKS AND RECREATION COMMISSION  
STUDY SESSION  
Minutes  
September 18, 2017

**ATTENDEES**

**Present:** Commissioners Gardiner, Heller, Landt, Lewis, Miller; APRC Director Black; APRC Recreation Superintendent Dials; APRC Interim Parks Superintendent McFarland; APRC Executive Assistant Dyssegard; Assistant Manuel

**Absent:** City Council Liaison Mayor Stromberg

**CALL TO ORDER**

Chair Gardiner called the meeting to order at 5:30 p.m. at The Grove, 1195 E. Main.

**PUBLIC INPUT**

Gardiner said the public input portion of the meeting provided an opportunity for participants to speak about topics not listed on the agenda. It allowed the commissioners to hear comments from the public but was not a time for speakers to engage in an open dialogue with them.

**Candy Barnhill** of 947 Cypress Dr. in Ashland was called forward.

Barnhill called for clarification of remarks made by APRC Director Michael Black and APRC Chair Mike Gardiner during the City Council meeting on September 5, 2017. She said Black had talked about the reorganization of APRC generally and the Senior Program specifically in terms of better serving the senior population. Barnhill stated that Gardiner had stressed that maintaining the Senior Program was for the benefit of the City of Ashland.

Barnhill spoke about transparency in the meetings and the process of advertising public meetings. She indicated that statements made at the City Council meeting were interpreted to mean that the meetings were advertised *if appropriate*. Barnhill asked for clarification, noting that it seemed that meetings that might be considered contentious were not adequately noticed and some individuals were not sufficiently informed.

**Marilyn Clark** of 170 Reiten Drive in Ashland was called forward.

Clark intimated that a discussion regarding Director Black's age and experience would be pertinent with respect to the Senior Program.

Gardiner reiterated that the Public Input portion of the meeting was not a venue for dialogue. He encouraged Clark to express her concerns in a letter to the APRC Director.

**IPM POLICY – RODENT CONTROL DISCUSSION (INFORMATION)**

McFarland presented a list of buildings and sheds in the APRC system that experienced problems with rodent infestations. He said one of the areas particularly prone to rat and mouse problems was the North Mountain Park Varsity Baseball building. McFarland noted that school teams using the facility would sometimes leave food in the building, thereby attracting vermin. He relayed that APRC had talked with the coaches and asked them to take steps toward removing food from the building. He said APRC partnered with the schools for a clean-up.

McFarland reported that a contract with Integrity Pest Control ended on June 30, 2017, and was not renewed. He said staff looked into the products used by Integrity and determined that they did not meet the standards laid out in

APRC's Integrated Pest Management (IPM) policy. Integrity had used bait traps in some areas, which posed a violation of IPM standards.

McFarland talked about current treatment methods such as snap traps. He listed areas where they were placed, including the Senior Center, Bandshell bathrooms, Lithia nursery shed, the attic of Daniel Meyer Pool as well as administrative offices in Lithia Park. He stated that there were active infestations at the Nature Center in the kitchen and barn – both areas where children were present. He stated that community garden practices at Ashland Creek Park encouraged infestations. McFarland noted that APRC's in-house certified pesticide operator, Rob Parks, had developed an APRC treatment plan and was actively monitoring problem areas. Community garden volunteers were asked to find alternatives to leaving compost in the gardens.

#### Commissioner Discussion

In response to a question by Heller, McFarland stated that Rob Parks was able to adequately manage the rodent treatment program. Parks was a member of the downtown maintenance crew, a group of APRC maintenance workers with busy schedules during spring and summer months. Parks indicated that the slower fall season would be the time to increase rodent treatments.

Black explained that rats were typically described as a public nuisance, similar to yellow jackets and other bees identified as pests. Such pests often created public safety concerns in parks and on trails. Miller stated that in his opinion, the health risks associated with rodents was not as immediate as bees nesting in a baseball dugout. He noted a preference for snap traps as a treatment plan rather than poison. Lewis agreed, stating that poisoned rodents could become problematic. He expressed confidence in the APRC pesticide operator and his ability to implement a treatment program. Lewis said costs associated with staffing for extra duties around this matter might be offset by funds no longer in use by Integrity Pest Control. Heller advocated for continued work with the Ashland School District to ensure that APRC facilities used by the schools remained clean and free from stored food.

In response to a question by Landt, Black highlighted the similarities between the discussion regarding bees and the discussion addressing rodents. With regard to bees, the Commissioners had authorized synthetic products as the treatment of last resort.

Landt talked about the elimination of rodent havens – places that provide nesting materials for rodents. McFarland agreed, noting efforts to eliminate access to buildings.

Gardiner complimented APRC staff for their treatment plan to date. He suggested that if the treatment plan proved inadequate, Commissioners could discuss alternative plans and advise accordingly. McFarland stated that the recent successes in managing rodents could be related to work completed by Integrity Pest Control. He asked for authorization to use synthetics as a last resort for the eradication of rodents, particularly for rats and mice. He stressed that APRC's maintenance staff focused on implementing the IPM policy as it was intended by using organic methods and treatments; they would not use synthetics unless absolutely necessary.

Landt added that, in his opinion, no changes to the IPM policy were needed at this time. He indicated that rodents differed from bees in terms of becoming an imminent threat to public safety. Lewis commented that synthetic pesticides in Ashland parks were banned primarily because they included glyphosates. He suggested that if the rodent population became unmanageable, Commissioners would reconsider the use of synthetics and direct staff accordingly.

Landt reviewed the IPM policy wording, quoting a passage as follows: "The Commission authorizes staff to replace synthetic pesticides in all parks with organic products." Black summarized that the current use of snap traps was

authorized and if it became necessary to use synthetic products, APRC staff would bring the matter forward to the Commissioners for approval.

It was agreed that no further discussion or action was needed at this time and the topic would be removed from the business meeting agenda.

### **TENNIS COURT / PICKLEBALL UPDATES (INFORMATION)**

Black reviewed the discussion held by the Commissioners in July regarding using tennis courts as pickleball courts. He stated that the issue was under consideration because of the number of pickleball players experiencing significant wait times for access to a court in Lithia Park. Currently there were four courts available to pickleball players at the park. At a previous meeting, APRC staff was directed to determine the demand for courts, recording peak hours and dates for analysis. It was noted that the preferred timeframe for pickleball was in the morning before the heat of the day.

Black described steps taken to mitigate the lack of sufficient courts for players by preparing two courts at Helman Elementary School. Equipment for the games was brought in and a storage area installed. He stated that after monitoring the use of the Helman courts, it became apparent that the players preferred the courts at Lithia Park. Black said further discussion could focus on how best to meet the needs of pickleball players, given their preference for the courts at Lithia Park.

Heller acknowledged the preference for Lithia Park and proposed that two additional courts be added to Lithia Park as a short-term fix. He recommended that the first and third courts of the upper tennis be striped for pickleball so it could be an additional option for pickleball should the lower courts be unavailable.

Heller stated that pickleball players were meeting at the Ashland Library to discuss solutions for decreasing the wait times. He indicated that the group might also choose to lobby APRC Commissioners for their preferred locations.

Miller talked about his experience with pickleball at courts that accommodated a limited number of players. He noted that at the time of his games, there were 50 to 60 pickleball players in attendance, a situation that could have led to extended wait times. Instead, the play was organized for doubles, thereby accommodating 32 players. With the two-game limit, the turnaround time of players was faster, resulting in a significant decrease in wait time.

Miller advocated for two additional courts in Lithia Park to reduce wait times for pickleball players.

Lewis also expressed support for the addition of two more courts in Lithia Park, noting that such an increase would represent a 50% increase. He suggested that Heller advise the pickleball group of the proposed change and obtain feedback. He stated that the information would be helpful to APRC in determining next steps.

Black advised that use of the courts could be further managed if play were allowed on specific days with defined hours. Players currently played in the mornings on Mondays, Wednesdays and Fridays. Landt asked about tennis players on the court and whether the play should be first come, first served. Heller replied, stating that there were occasions when tennis players were present prior to those who came to play pickleball. Without the availability of additional courts, players would have no other option for play.

Black recommended that further discussion should include feedback from groups of both tennis and pickleball players.

Lewis talked about other instances where more than one user group competed for space within APRC facilities. His examples included the Daniel Mayer Pool by groups of different disciplines, the leasing of spaces at the Calle

Guanajuato, bike polo players at Hunter Park and others. He stated that the goal of negotiations should be to balance the needs with a willingness to make allowances. Lewis advocated for the addition of two courts on specific days with specified times so pickleball players could depend upon a venue for their sport.

Landt recommended having a trial period to establish whether extra courts at Lithia Park and the courts at Helman Elementary School would fulfill the need. He reasoned that incremental changes would help determine how to best accommodate a new sport.

Heller stated that pickleball players were willing to do their part and cede courts not specifically set aside for pickleball. If the pickleball courts were filled and there were people waiting, the option of the two upper courts would be welcome. In response to a question by Black, Heller indicated that most pickleball players came together as a group rather than individually.

Black stated that set times would help to manage expectations. There followed a brief discussion regarding authorization for specific changes such as limited hours and times. Landt suggested that the two upper courts be striped for play but not reserved. It was agreed that both sets of stakeholders should be consulted and the initial action to stripe the two upper courts would take place.

Dials stated that changes were also taking place at the Ashland Tennis & Fitness Club. She indicated that the new director was a certified pickleball instructor who might wish to contribute to the discussion. Black highlighted Dials' efforts to collaborate with the Tennis Club for an indoor venue when the need arose. He also suggested that agreement could be sought with the Ashland School District for additional courts.

## **SUBCOMMITTEE UPDATES**

- ***Lithia Park Master Plan Subcommittee***

Black reported that a Lithia Park Master Plan consultant was hired and a process for procurement and other housekeeping measures developed and approved by Ashland City Council. He detailed the next steps that included contacting stakeholders and gathering base data for analysis.

- ***Real Estate Subcommittee***

Landt stated that the process to procure easements for connectivity to Ashland Pond was nearing completion. He noted that although there were no longer plans to add a bridge, other goals such as designating the property as a wildlife preserve could move forward.

Landt reported that there were several other acquisitions also underway including two that were awaiting appraisals. Once the appraisals were received, the Real Estate Subcommittee would begin its work. Black added that APRC would soon hold an executive session to talk about properties.

- ***Signs, Plaques and Memorials***

McFarland stated that the Vogel family requested a memorial bench at Ashland Creek Park for the family patriarch. Two possible sites were identified: one at the end of the trail loop (replacing an existing bench) and one near Ashland Creek.

Landt noted that memorials should fall within a plan. He suggested that potential donors be advised if no planned space for memorials was available in an APRC park. Landt also cautioned against creating new gardens – adding to the long-term costs of maintenance. McFarland agreed, noting that the existing bench could easily be removed and replaced with a metal bench as requested by the Vogel family.

Lewis recommended accommodating the family, given their previous ownership of the land. He said he was grateful that they were agreeable to a memorial at Ashland Creek Park since Lithia Park was at capacity for memorials.

Lewis gave the Commissioners a heads-up that the Subcommittee would be proposing changes to the Signs, Plaques and Memorials Policy. He noted that it was time to revitalize discussion regarding a memorial wall in Lithia Park -- in conjunction with the Lithia Park Master Plan, which would soon be underway.

Black highlighted plans to work with a major donor who was proposing significant upgrades to the Japanese-style garden in Lithia Park. He stated that talks were underway and the Ashland Parks Foundation would be receiving and managing donations for the project. Black intimated that a Request for Proposal had been completed because of the need to appoint a qualified landscape designer for the project.

There followed discussion centering upon integrating the upgrades into the Lithia Park Master Plan and managing the long-term maintenance costs for the Lithia Park upgrades, given that it would be a labor-intensive project. Landt expressed concern about the impact on the APRC budget due to the complexity of managing a more extensive Japanese Garden – even to the point where it might require an additional dedicated staff member. Miller reported that he had asked the donor about those extra expenses and the donor addressed them in terms of his commitment to the garden's long-term success. Miller stated that the donor was aware of the potential expenses and was committed to providing contributions for maintenance, if not in perpetuity, then for the long term. Black added that the scope of the project was currently unknown but he had confidence that the donor was aware of the potential impacts and was prepared to follow through with appropriate funding.

- ***Senior Ad-Hoc Subcommittee***

Black informed the Commissioners that the process for developing the ad-hoc Subcommittee was underway. Applications for membership had been received and the makeup of the Subcommittee would soon be finalized.

Black proposed that a facilitator be hired to manage the meetings. He stated that a facilitator could oversee the process and ensure that the group remained successful. At the first meeting, the schedule and the frequency as well as other housekeeping items would be addressed.

- ***Trail Master Plan Update Committee***

McFarland detailed the progress to date in terms of updating the Trail Master Plan. He commented that the existing document had divided potential trails into corridors. The update included evaluation of the existing corridors as well as the development of new possibilities. Also under evaluation was the connectivity with other elements such as the Bear Creek Greenway, Ashland's Central Bike Path, the TID Ditch Trail and others.

McFarland estimated that the corridor discussion was 85% to 90% complete. Some properties would be held for future consideration while others were more imminent. McFarland explained other opportunities for trail development such as the Imperatrice Property. Although this property was so new that development could not be accurately forecast, it would become a valuable addition to the Ashland trail system. He listed other properties that would become new chapters in the updated plan, including those outside of Ashland's jurisdiction.

McFarland talked about next steps, noting that once the corridor discussion was exhausted, subcommittee members would be assigned to specific chapters to update the existing document and incorporate new chapters. In addition, staff has been tracking changes and recording data into tables that could be used as reference points for future integration into the Trail Master Plan.

Landt asked about development of the Trail Master Plan in terms of the open space component. Black replied that once two or three of the current projects were retired, updates for the Open Space Master Plan could begin, possibly as soon as spring 2018.

- ***Bee City USA Subcommittee***

Dials reported that the Bee City USA Subcommittee would be meeting on Monday, September 25.

## **STAFF UPDATES**

- ***Beach Creek Project***

Black noted that the Beach Creek project became a high priority in the fall of 2016. The project was developed with the assistance of Roxy Ann Rock and a geologist. The implemented plan was based upon a professional design. Unfortunately, the fall and winter of 2016/2017 produced a series of high water events that dismantled the completed project.

McFarland stated that repairs were instituted in September of 2017 with assistance from the original contractor and an engineering firm. He described the outflow section that had been armored with fabric and rock in an effort to displace the hydraulic energy of significant high-water episodes. Heavy equipment was brought in to place rocks on the newly repaired streambed that had been prepared with rebar and concrete. McFarland explained that the concrete would function as an energy dissipater.

In response to a question by Landt, McFarland listed the contributions of the two firms. He noted that the engineering firm had contributed a survey team and developed new plans for an improved system. The contractor contributed labor, a large excavator and pumps to bypass the creek channel so material could be put into place. APRC paid for the new materials – i.e. rock, concrete and seal and the rental of a mini-excavator. APRC forestry crews provided labor and Ashland Public Works donated daily inspections. All of the repairs were properly documented.

Landt questioned whether City engineers should have inspected the work. Black explained that the engineering firm would have billed APRC for the service and Ashland Public Works staff were experienced enough to provide the oversight needed.

Landt indicated that in an ideal world, APRC would have been fully compensated but the compromise solution was reasonable given the potential cost savings from litigation. McFarland relayed that there were additional cost savings by working within the timeframe of the existing permits.

- ***Applegate Trail Marker***

McFarland commented that installation of the Applegate Trail Marker had resulted in a potential safety issue. The situation was ameliorated by the judicious placement of boulders that prevented cyclists from possible injury.

- ***Daniel Meyer Pool***

Dials reported that the Daniel Meyer Pool had closed for the summer season for a short time in early September, allowing for minor repairs to be made. The pool opened again on September 18 for the special user groups.

- ***Park Views***

Gardiner stated that Dials would be writing the "Park Views" column for the September 28 *Ashland Daily Tidings*. He asked that the Commissioners volunteer for the months of October and November. He suggested that the Lookahead provide ideas for new articles.

## **ADJOURNMENT**

There being no further business, the meeting was adjourned at 7:05 pm.

Respectfully submitted,

Betsy Manuel, Assistant

*These Minutes are not a verbatim record. The narrative has been condensed and paraphrased at times to reflect the discussions and decisions made. Ashland Parks and Recreation Commission Study Sessions and Regular meetings are digitally recorded and available upon online.*

City of Ashland  
PARKS AND RECREATION COMMISSION  
REGULAR MEETING  
Minutes  
September 25, 2017

**Present:** Commissioners Gardiner, Heller, Landt, Lewis, Miller; APRC Director Black; APRC Recreation Superintendent Dials; APRC Interim Parks Superintendent McFarland; APRC Executive Assistant Dyssegard; Assistant Manuel

**Absent:** City Council Liaison Mayor Stromberg

### CALL TO ORDER

Chair Gardiner called the meeting to order at 7:00 p.m. at Council Chambers, 1175 E. Main Street.

Gardiner noted a point of order for speakers, stating that those wishing to speak about the Senior Program would be called forward during the Senior Program Ad-hoc Subcommittee Discussion under "New Business."

### APPROVAL OR ACKNOWLEDGEMENT OF MINUTES

Senior Program Subcommittee – May 3, 2017, acknowledged  
Senior Program Subcommittee – May 17, 2017, acknowledged  
Senior Program Subcommittee – August 8, 2017, acknowledged  
Trail Master Plan Committee – June 16, 2017, acknowledged

#### Regular Meeting - July 24, 2017

**Motion:** Heller moved to approve the Regular Meeting Minutes of July 24, 2017, as presented. Lewis seconded.  
The vote was all yes.

#### Special Meeting – August 9, 2017

**Motion:** Landt moved to approve the Special Meeting Minutes of August 9, 2017, as presented. Miller seconded.  
The vote was all yes.

### PUBLIC PARTICIPATION

- *Open Forum*

Ron Roth of 6950 Old Highway 99 in Ashland was called forward.

Roth stated that he would like to call attention to property purchased by APRC in conjunction with the Ashland Housing Authority. Various uses for the parcel located on lower Clay Street had been proposed, including as a sports field. The most current proposal was to use the land as a second dog park.

Roth questioned the need for a second dog park. Instead, he advocated for use of the property as zoned – for high-density housing. He emphasized the lack of affordable housing in Ashland and noted that the property could support 60 units. Roth indicated that the Housing Authority would be open to discussions about this use.

Should a second dog park be warranted, Roth suggested alternative properties, including one owned by the Ashland School District adjacent to Willow Wind Elementary School.

## ADDITIONS OR DELETIONS TO THE AGENDA

Black asked that Item X, an Executive Session Pursuant to ORS 192.660 (2)(e), be removed from the agenda. Commissioners agreed and the item was removed.

## UNFINISHED BUSINESS

There was none.

## NEW BUSINESS

- ***Tennis and Pickleball Courts (Action)***

Black introduced the topic, stating that information reviewed at the Study Session held on September 18, 2017, led to a request to increase the number of pickleball courts in Lithia Park.

Black stated that pickleball was a rapidly growing sport in Ashland. He noted that pickleball was a group sport, and because of the limited availability of pickleball courts in Lithia Park, participants often had to wait for opportunities to play at that location.

Black detailed the actions taken to expand pickleball courts within Ashland. Courts at Helman Elementary School had been prepared for use and a storage facility for equipment installed. The courts were available on nights, weekends, holidays and summer months when Helman Elementary was not in session.

Black noted that people continued to queue up for pickleball in Lithia Park and it had become apparent that additional courts were needed there. He proposed two additional pickleball courts in Lithia's upper tennis courts. He suggested that the upper courts be first come, first served rather than reserved. The upper courts would then be available if not in use by tennis players. Black stated that two of the three upper courts could be prepared for pickleball – one on each side with a court in the center available for tennis play only. Signage would encourage players to be considerate of those already in play.

Black explained that the approximate \$2,000 cost of painting pickleball lines would be defrayed internally with funds set aside for maintenance. He stated that if there were a way to further reduce the cost of striping, staff would utilize the most economic method.

Landt stated that specific times had been discussed at the Study Session. He asked for clarification, as no times had been specified for the upper courts. Black replied that pickleball play would continue on the lower courts at the times previously set, with specific days and hours detailed on signage. With the upper courts being first-come first-served, the upper courts would be available at any time if not already in use by tennis players.

Heller confirmed that the days and times for the lower courts would be Mondays, Wednesdays and Fridays from 8:00 - 11:00 a.m.

### Public input:

**Doug Godwin** of 1508 Oregon Street in Ashland was called forward.

Godwin thanked the Commissioners for the opportunity to share his experience and educate viewers about the particulars of pickleball. He stated that he was previously a tennis player, but as age and infirmity began to make their mark, tennis was no longer an option. He was introduced to pickleball and found the sport to be as satisfying as tennis. Because the courts were smaller, the risk of physical injury was minimal. Godwin explained that pickleball was one of the fastest growing sports in the United States. The USA Pickleball Association (USAPA) said there were 2,000 members in 2013 and by 2017 there were 20,000 members - just

in the organization sponsoring sanctioned tournaments. The Sports & Fitness Association estimated that there were approximately 2.5 million people playing pickleball in America, with the sport continuing to grow and gain popularity worldwide. Godwin emphasized the physical and mental benefits of the sport. He also noted that the sport was not limited to seniors. Currently there were approximately 17,000 courts across the country. The USAPA website detailed approximately 90 new locations for pickleball opening each month.

Godwin encouraged the Commissioners to consider expanding opportunities for pickleball. He pledged that the pickleball community would help to move the sport forward in Ashland.

**Bob Scott** of 1001 Pinecrest Terrace in Ashland was called forward.

Scott talked about his experiences with pickleball in Ashland compared with facilities in Palm Springs. He stated that in the past ten years, Palm Springs had gone from no pickleball facilities to pickleball on 50% of all available courts. Scott told the story of an early morning in Palm Springs where there were four courts of pickleball players to one court of tennis players.

**Jan Weydemeyer** of 2640 Takelma in Ashland was called forward.

Weydemeyer highlighted the broad appeal of pickleball. She applauded APRC's efforts to accommodate the sport in recognition of the growing demand for facilities.

**John Riha** of 991 Plaza Avenue in Ashland was called forward.

Riha voice support for establishing dedicated pickleball courts in the Rogue Valley, particularly in Ashland. He noted that modifying Lithia Park's upper courts for pickleball was a good short-term solution but said the pickleball community would focus on the demand for dedicated courts. He stated that there were a number of reasons for dedicated courts, including confusion over lines for both tennis and pickleball players when a court was shared. He commented that reserved times for pickleball reduced spontaneity and restricted availability.

**Laura Zundel** of 877 W. Windemar Drive in Ashland was called forward.

Zundel described her family's experience with pickleball. She explained the particulars of the game and noted that the cost for equipment was reasonable. Benefits included a social component and a fast-moving pace. Zundel spoke in favor of dedicated pickleball courts.

**Ted Martin** of 730 Jefferson Avenue in Ashland was called forward.

Martin told the story of a shattered femur and efforts to heal. He stated that after a year, he was able to play pickleball. He praised the sport as accommodating people with limited range of motion and noted that the game remained competitive and fun to play.

#### Commissioner Discussion

Heller thanked those present for speaking. He stated that APRC would work to create dedicated courts when the APRC budget permitted. He stated that APRC hoped to partner with SOU regarding courts and/or courts at Briscoe. In addition, Recreation Superintendent Dials was working with Ashland Tennis & Fitness and others to explore the possibilities for indoor play during the winter.

**Motion:** Landt moved to approve the installation of two pickleball courts on the upper tennis courts in Lithia Park. The product used would be the most cost-effective available, as determined by APRC staff. Miller seconded.

## Discussion

Gardiner asked about the colors used for painting the pickleball lines. He noted that orange or yellow had been used at Helman School and feedback from players was not favorable. Black replied that Helman School colors had been used and apparently the color was too bright.

**Motion:** Landt moved to approve the installation of two pickleball courts on the upper tennis courts in Lithia Park. The product used would be the most cost-effective available, as determined by APRC staff. Miller seconded.

The vote was all yes.

### • ***Ad-hoc Committee Makeup (Action)***

Black stated that an affirmative vote would officially appoint Ad-hoc Senior Program Advisory Committee (ASPAC) members and approve adoption of the proposed bylaws for the group. He submitted changes to the objectives previously approved by the Commissioners as follows:

*“Reposition operational oversight and management of the Ashland Senior Program back to the Recreation Division of APRC.”* Black clarified that while the Ad-hoc Committee could discuss the objective, APRC staff would implement operationally.

*“Implement the plan for increasing recreation and other program offerings to better serve the senior population, and revise Senior Center functions, staffing and job descriptions accordingly.”* Black stated that the Ad-hoc Committee could discuss and provide insight that would lead to job descriptions. He added that hiring and creating the job descriptions would be a staff function.

Other changes included the insertion of the word “independent” to the sentence reading “APRC may provide a facilitator to help manage meeting topics and organize the ASPAC’s agendas and final recommendation.” The sentence would now read, *“APRC may provide an independent facilitator to help manage meeting topics and organize the ASPAC’s agendas and final recommendation.”*

Black proposed changing the Committee’s number of citizens-at-large from three members to at least five members. The wording, *at least five members*, would facilitate an increase in member citizens if the Commissioners so decided.

Black recommended that a Chair and Vice-Chair be appointed at the first meeting. He stated that the Chair would convene and adjourn meetings and represent the Senior Advisory Committee when talking to Parks Commissioners or conducting other official business. The facilitator would manage the meetings and work with APRC on ASPAC agendas and meeting scheduling.

Black recommended approval of the proposed objectives and bylaws as amended.

## Public Input

**Claudia Ballard** of Ashland was called forward.

Ballard stated that in keeping with APRC’s mission to provide “...high quality, efficient and safe services with positive experiences for guests and other participants while maintaining community participation in the decision-making process...” she asked that both study sessions and business meetings be televised and amplified to accommodate seniors. She further requested that those meetings where discussions relating to seniors would be an agenda item, the topic be listed before other topics. Posting agendas online and at the

Senior Center at least three days in advance would be helpful, as would providing a venue that could seat all in attendance. Implementing these special considerations would be helpful to the elderly.

**Sue Wilson** of 1056 Dead Indian Memorial Road in Ashland was called forward.

Wilson presented her views regarding the APRC memo dated August 7, 2017 – pointing out areas that in her opinion were misleading. She advocated for the former Senior Program Manager, stating that the manager's professionalism, openness and knowledge were apparent.

Wilson stated that comparisons with other senior programs did not appear to be an “apples to apples” assessment. She referred to a survey completed in 2009 that characterized Ashland's Senior Program favorably, reporting that the scope of services provided was appropriate.

Wilson commented that the former Senior Program Advisory Board was a non-voting, non-decision-making group that advised the manager. She stated that convening such a board was considered a best practice. She questioned the outcome of a request to move oversight of the Senior Program and its programs to the Ashland City Council, stating that no action appeared to have been taken.

Wilson intimated that the Senior Program Subcommittee recommendations were misleading and did not take into account the needs of Ashland's families and seniors.

**Mary Bertrand** of 2301 Siskiyou Blvd., No. 133 in Ashland was called forward.

Bertrand suggested that the Senior Program Subcommittee was not given enough time to research the advantages and disadvantages of the proposed changes. She asked about the former manager's performance, inquiring about the steps taken to ensure a positive outcome. Bertrand stated that a timely appointment of a new manager would provide the Senior Program with needed leadership and assistance to mitigate the disruption caused by major changes.

Bertrand highlighted APRC's focus on increased revenue, stating that researching funding should have been ongoing. She noted that resources for seniors were easy to find, including funding for the “operation, acquisition, alteration or renovation of existing facilities of multi-purpose Senior Centers.” In addition, the state-sponsored Area Agency on Aging offered funding as well.

Bertrand questioned the Senior Program's move to The Grove, asking about the advantages of such a move. She stated that the move would be completed the APRC survey to gather information about Ashland's preferences for the Senior Program. She stated that programing changes to improve senior opportunities prior to gaining an understanding of what was needed seemed to be the horse before the cart.

Bertrand called for clarification about the roles and assignments for both the Senior Program Subcommittee and the Ad-hoc Senior Program Advisory Committee.

**Gwen Davies** of 860 Harmony Way in Ashland was called forward.

Davies presented written and recorded commentary from Ashland residents for inclusion into the public record stating that no one interviewed had spoken in favor of the changes. In her opinion, there were a number of actions taken or omitted by APRC – resulting in the perception that APRC tactics were not transparent or seemly. She noted that keeping seniors informed was her primary concern – particularly those seniors who wanted to participate in the process that would ultimately change senior services and programs. Davis stated that professional standards dictated that planning for change should take place prior to implementing change. Finally, Davies advocated for the respect and deference due to elders.

**Sandra Sawyer** of 585 Thornton Way in Ashland was called forward.

Sawyer presented audios of the Senior Program Subcommittee meetings from January to September 2017 for the public. She asked that the records be posted to the City's website for easy access.

Sawyer commented that the proposed election of a Chair and Vice-Chair for the Ad-hoc Senior Program Advisory Committee seemed to be unnecessary if meetings would be conducted by a facilitator. She stated that in her opinion, the Committee Chair should facilitate the meetings. Sawyer intimated that a paid facilitator would be superfluous.

**Mort Pearle** of 491 Courtney Street in Ashland was called forward.

Pearle expressed concern about the mandate to increase revenue by at least \$75,000 for the biennium. He stated that APRC's plan to extend Senior Program hours at the center would result in increased maintenance and personnel expenses. Pearle explained that \$75,000 for the 2017-2019 represented only 0.57% of the Parks and Recreation budget. He noted that collecting \$500 per week from the senior participants seemed to be overly optimistic even with extended hours of operation. Pearle questioned the plan to reach out to underserved seniors, stating that an analysis should take into account all of the competitive programs offered in Ashland.

Pearle talked about the reduction of staff, the move to The Grove and oversight by the Recreation Division, asking about APRC's fiduciary responsibilities. He stated that 31% of his local tax dollars supported APRC, and that APRC was wasting those dollars by paying September's salary expense for the manager who was no longer in charge.

Pearle objected to comparisons with programs in Bend, McMinnville and Springfield, noting that the cities used for comparative analysis had significant differences. With Bend at approximately 90,000 residents, McMinnville at 36,000 and Springfield at 60,000 – the comparison to Ashland at 21,000 residents seemed questionable.

**Rebecca Cross** of Ashland was called forward.

Cross described differences between APRC Parks and Recreation programs and the Senior Program, contrasting the care and support needed by seniors with participants of other disciplines such as sports programs. She asked that the Commissioners reconsider the proposed changes and ensure that the people who managed the Senior Program were well versed in geriatric-centered care.

**Arthur Tetrault** of 500 YMCA Way in Ashland was called forward.

Tetrault highlighted the political ramifications of APRC's efforts to improve the Senior Program. He stated that the APRC Commission would have three board vacancies in 2018, creating opportunities for senior advocates to potentially serve in those elected positions. He advocated for meeting the needs of seniors through the services provided and indicated that such social services were an integral part of a successful program.

**Heidi Gottlieb** of Ashland was called forward.

Gottlieb spoke about the recommendations and criteria established in the Performance Audit. She detailed actions to date that were, in her opinion, detrimental to the Senior Program and the seniors – the antithesis of the audit's recommendations. She stated that in her opinion, APRC disregarded public input, displaced employees who had the expertise to manage the program, and placed management at arm's length. Gottlieb

stated that the Senior Program was consistently under budget without compromising provisions for a safe haven for seniors. She indicated that the APRC vision for the Senior Program lacked care and compassion.

**Motion:** Landt moved to approve the creation of the ASPAC as outlined in the bylaws and stated in the written memo, with the changes APRC Director Black reviewed verbally at this meeting. Lewis seconded.

#### Commissioner Discussion

Heller addressed the addition of a facilitator who would lead the committee meetings. He acknowledged the intense emotional sentiments of those who had been involved in the Senior Program, stating that in his experience, when strong feelings were involved, a facilitator helped to focus on the task at hand. The facilitator assisted with discussion and resolution, managing disagreements that might arise. Heller noted that his experience led him to believe that such assistance was helpful.

Landt talked about the independence of a facilitator, noting that in his experience, a facilitator was not directed by staff; rather, they ensured that all parties were able to speak freely and equally.

**Motion:** Landt moved to approve the creation of the Ad-hoc Senior Advisory Committee as outlined in the bylaws and stated in the written memo, with the changes APRC Director Black outlined verbally at the meeting. Lewis seconded.

The vote was all yes.

#### • ***Golf Course End-of-Season Report (Information)***

Golf Course Coordinator Tom Cronin noted that the Oak Knoll Golf Course was one of 2,500 municipal golf courses nationwide. He stated that a municipal course could offer reasonable prices to players from the very young to seniors. Juniors, for example, could play all day for \$5.

Cronin reviewed revenues for the past three fiscal years: FY2015 \$280,964 FY 2016 \$274,307 and FY2017 \$216,954. He explained that the winter weather had resulted in a downturn for 2017 – with inclement weather creating unplayable conditions November through March of 2017. He detailed expenses of \$824,258 for 2015, \$547,925 for 2016 and \$557,369 for 2017. Cost recovery varied as well - from 56% in 2015 to 38% in 2017. Cronin explained that municipal courses nationwide averaged approximately 60% to 65% for cost recovery. He stated that one of the goals for Oak Knoll was to meet or exceed the norms.

Cronin reported that the golf course was 90 years old; consequently, much of the maintenance included repair work. He stated that old sprinkler heads would be replaced with a newer version providing head-to-head coverage and eliminating dead zones. In addition, four isolation valves would be installed to isolate breaks until fixed. Cronin stated that in the past, the entire system had to be drained and shut down to fix breaks – a sub-par solution during the heat of summer / peak of season.

Cronin noted that a new drain line would be installed near the Number Two tee. He stated that there were approximately 500 yards between the tee and Highway 66 that were wet enough to create soft ground – a deterrent for golfers.

Cronin commented that golf course staff worked hard to connect with the Ashland community. Men's and Woman's League events were held throughout the year. Oak Knoll supported charities with tournaments such as the Ashland Golf Tournament that provided funding for the Dunn House and Habitat for Humanity. The Clubhouse provided a venue for weddings, reunions, birthdays and other special events. Cronin indicated that event revenues increased incrementally from year to year and could become a significant part

of the cost recovery efforts with more targeted marketing. Cronin talked about moving away from traditional advertising, with increased online exposure. He detailed ways to attract tourist dollars by partnering with national organizations and companies. In addition, Cronin planned to actively seek partnership with local hotels and restaurants to raise awareness of the golf course and its amenities.

Cronin highlighted the 10-hole Footgolf course located on Oak Knoll grounds. He noted that the course was designed for families, providing an opportunity for children as well as adults.

#### Discussion

Heller asked about the money raised from Footgolf. Cronin replied that revenues for the past two years came in at approximately \$4,000.

Cronin stated that no rate increases had been implemented across the board, although individual services were subject to incremental increases depending on the type of play. In response to a question by Heller, Cronin stated that the golf course was reasonably and competitively priced.

Heller emphasized the importance of promoting events at Oak Knoll. He suggested that one avenue to raise awareness might be its mention in the City's monthly newsletter.

Landt commented about the head-to-head coverage and a potential reduction in water usage. Cronin stated that the new equipment would decrease the amount of water needed to keep the greens in top condition.

There followed a brief discussion about ways to track Ashland residents and non-residents. Cronin noted that the point of sale equipment had the capacity to track transactions by ZIP code. He indicated that the data would facilitate focused marketing and increase advertising efficiencies.

Dials commented that staffing at Oak Knoll was decreased by .5 FTE, a change that would boost recovery rates.

#### • ***North Mountain Park Nature Play Area (Information)***

Dials introduced Libby VanWyhe, Nature Center Manager. Dials noted that VanWyhe would be giving a presentation about the proposed Nature Play Area.

VanWyhe characterized the Nature Play Area as a cutting-edge educational tool designed to overcome barriers that young people might have when connecting to the natural world. She stated that if children were not encouraged to appreciate the natural world, then asking that they protect and care for the environment would be less assured.\* Once completed, the play area would become part of the display areas at North Mountain Park.

VanWyhe noted that the benefits of nature play were numerous, helping children develop emotionally as well as physically. Nature play supported creativity, problem solving and academic performance. Everything from health to cognitive development to stress reduction and development of a conservation mindset was nurtured through nature play.

VanWyhe talked about a prototype nature play area that would include natural structures designed for balance, hopping, climbing and shelter building constructed with natural materials. A water feature would give children the opportunity to manipulate water – creating a child-sized watershed. Through water play, they

would experience for themselves the dilemmas that such a necessary and finite resource presents. Children would gain an understanding of how dams work and the interconnectedness of creeks and tributaries.

VanWyhe explained that the Nature Center currently teaches students about soil and water resources, biology and ecology through standards-based field trips. With a nature play area, kids could learn through unstructured play without disturbing wildlife or causing damage to native flora and fauna.

VanWyhe displayed a rough draft of the proposed location for the play area – behind the batting cages at North Mountain Park. She stated that the area was not functioning well as a habitat site but could be easily accessed and it looked out over the natural areas of North Mountain Park, contributing to a sense of wildness and remoteness for children. VanWyhe talked about the stations she wanted to construct in the play area and plans to enclose the area with a low rock wall.

VanWyhe thanked the Commissioners for setting aside \$15,000 in the CIP for the project. She stated that staff was working to identify funding to move the project forward. A \$5,000 grant has been received from Jackson County Soil and Water Conservation District for the design process. VanWyhe detailed other agencies that would be approached for funding such as the Oregon Community Association and the Oregon Parks Foundation. Her goal was to award a contract for design and to develop a site plan during the current biennium.

As a first step, a community meeting would be held on Wednesday, October 18, 2017, at The Grove beginning at 6:30 p.m. VanWyhe invited those present to attend, stating that public input would help to prioritize the various features planned for the play area.

There followed a brief discussion about collaborative partnerships and possible stakeholders that could contribute to the project. Heller recommended reaching out to teachers for their input. VanWyhe agreed, stating that connections with schools were well-established and meetings about the project would be publicized.

Landt supported the proposed location, noting that it was a degraded site that could be renovated and useful. He stated that if it became apparent during the design phase that there was insufficient space for all of the proposed nature stations, an alternative for all or part of the project might be the area behind the softball field currently featuring a climbing structure.

\* Unless we are willing to encourage our children to reconnect with and appreciate the natural world, we cannot expect them to help protect and care for it." –*Author unknown*

## **SUBCOMMITTEE AND STAFF REPORTS**

### **o *Bear Creek Salmon Festival***

The 2017 Festival will be held on Saturday, October 7, 2017, from 11:00 a.m. to 4:00 p.m. at North Mountain Park.

### **o *Oregon Bicycle and Pedestrian Advisory Committee***

Black stated that he had been appointed by the Governor to the Oregon Bicycle and Pedestrian Advisory Committee. He noted that one of the roles of the committee was to advise about design criteria for bicycle and pedestrian facilities throughout the State. Black indicated that the developed criteria would be considered by the Oregon Transportation Commission for bicycle and pedestrian-related issues.

There followed a brief conversation regarding the time commitment and any expenses related to the meetings.

#### **ITEMS FOR COMMISSIONERS**

There were none.

#### **UPCOMING MEETING DATES**

Study Session, October 16, 2017 @ The Grove 1195 E. Main – 5:30 p.m. [later cancelled]

Regular Meeting, October 23, 2017 @ Council Chambers 1175 E. Main – 7:00 p.m.

#### **ADJOURNMENT**

There being no further business, the meeting adjourned at 9:10 p.m.

Respectfully submitted,

Betsy Manuel, Assistant

These Minutes are not a verbatim record. The narrative has been condensed and paraphrased at times to reflect the discussions and decisions made. Ashland Parks and Recreation Commission Study Sessions and Regular meetings are digitally recorded and available upon request.

City of Ashland  
PARKS AND RECREATION COMMISSION  
TRAIL MASTER PLAN UPDATE COMMITTEE  
MEETING MINUTES  
September 29, 2017

**PRESENT:**       **Parks Commissioners:** Mike Gardiner, Jim Lewis; Director Michael Black  
                  **Additional Committee Members:** Luke Brandy, Torsten Heycke, Stephen Jensen,  
                  **City and APRC Staff:** AF & R Division Chief-Forestry Chis Chambers, APRC Interim Parks  
                  Superintendent Jeffrey McFarland; GIS Analyst Lea Richards  
                  **APRC Minute-taker:** Betsy Manuel

**ABSENT:**       **Committee Members:** David Chapman, Jim McGinnis

**I.       CALL TO ORDER**

Vice-Chair Jensen called the meeting to order at 10:15 a.m. at 51 Winburn Way, Ashland OR.

**II.       ADDITIONS OR DELETIONS TO THE AGENDA**

There were none.

**III.      APPROVAL OF MINUTES**

*a.* August 11, 2017

**Motion:** Gardiner moved to approve the Minutes of August 11, 2017. Brandy seconded and the motion carried.

*b.* August 25, 2017

**Motion:** Gardiner moved to approve the Minutes of August 25, 2017.

Richard referred to Page 2, Map 1 noting that the reference to "*Jackson Street*" should be to *Jackson Road*.

Chambers asked that his title be changed to AF & R Division Chief-Forestry, Chis Chambers.

**Motion:** Gardiner moved to approve the Minutes of August 25, 2017. Lewis seconded and the motion carried as amended.

**IV.      PUBLIC PARTICIPATION**

- *Open Forum*

Jim Falkenstein of 540 Dakota Way, Ashland, OR. was called forward.

Falkenstein commented that there were a number of parking areas at trailheads that had not been officially designated as such and had no official parking. Falkenstein referred to the Trails Master Plan,

Objective B2 Chapter II under the heading Trails Access and Connectivity, which said that it was an objective to: "Provide parking at major trailheads." Falkenstein suggested that parking locations should be specifically listed in the Master Plan. He stated that in those instances where private property owners allow parking, signage should say thank you.

Kristi Mergenthaler of Southern Oregon Land Conservancy stated that one possible trail to consider would be in an area in Siskiyou Mountain Park called the Mad Hatter. She noted that the area was steep and therefore lesser known.

Mergenthaler noted that she could be a resource for the Master Plan, particularly for the section describing flora and fauna, or in undeveloped areas such as the Cascade Foothills.

#### **ADDITIONS OR DELETIONS TO THE AGENDA**

There were none.

#### **UNFINISHED BUSINESS**

There was none.

#### **NEW BUSINESS**

- a. *Review and Discuss Additional Trail Corridors*
  - i. Western Forest Lands
  - II. Eastern Forest Lands

Jensen proposed further discussion regarding the nomenclature used for areas that have not been specifically named. He stated that finding names for these places was difficult and he and Chair Chapman recommended that descriptive identifiers be eliminated and new areas identified by location.

Discussion began with references to a large area on the East side called the Imperatrice Property. In response to a question by Jensen, Lewis noted that the Imperatrice Property would be listed under Cascade Foothills because of the location of the property. Lewis commented that the name came from the original land purchased by the City of Ashland, and a myriad of documents referred to the land by that name. Richards talked about references in mapping, indicating that the Imperatrice Property would be just one property in the area called the Cascade Foothills. Brandy concurred, noting for example that corridors could be developed within the property.

Gardiner noted that the map referred to the "West Side" rather than Western Forest Lands or West Side Forest Lands. It was agreed by consensus that the areas under discussion would be called West Side Forestlands and East Side Forestlands.

Richards stated that the map depicted trails that were not considered sanctioned trails. These trails revealed traffic patterns – where people go when hiking or traveling by foot. Some are well used such as Mystical, Misdemeanour and others.

Heycke noted that there was a trail currently under construction in the watershed called Rickety. The trail begins at the junction of Horngap and 2060 and connects to the 200 Road.

McFarland talked about the tables that were being prepared that document ideas about future trails: what is known, suggested corridors or side corridors and other pertinent details. Most of the detail captured either within the Master Plan itself or as addenda might include information from the tables.

Brandy suggested incorporating the information into the Master Plan itself. There followed further discussion about how best to update the Master Plan for future use without losing information that might or might not be helpful. Jensen talked about the judgment calls regarding integrated information versus information that is too nebulous or the timelines too far into the future for inclusion. He gave the example of Otis Street and the potential opportunity to connect with the Billings Ranch. He stated that he would not want that lost in notes because it could become an acquisition. McFarland talked about reviewing the tables to determine whether the data should be set aside or incorporated into the Master Plan. Lewis talked about the value of strategy and tactics when considering connectivity. Gardiner stated that the more information included in the Master Plan, the more guidance there would be.

Discussion focused on the role consultant Mark Mularz would play in compiling the work completed by the Committee. Jensen recommended that the document be as complete as possible, with the consultant completing the editing and polishing it for the final presentation. In response to a question by Jensen, McFarland stated that the Master Plan would function as a reference for APRC when trails include potential easements. The Master Plan would also be helpful as a resource for establishing goals and objectives.

Lewis talked about the development of Railroad Park and the need for reference materials as an example. In that case, the document that was pertinent was the City's Comprehensive Plan. He stated that information in the plan strengthened the case for development of the park – establishing a rationale for moving forward. McFarland added that the Master Plan details historical data and promotes transparency so the public is informed – particularly if private property is involved.

### **West Side Forestlands**

Lewis talked about connectivity with Hitt Road, noting that some sections of the trail were under Forest Service jurisdiction and some sections were privately owned. McFarland noted that much of the land in that area was owned by one property owner, even though it was several tax lots.

Ostrich Peak was identified as private property and trails to the Peak are unsanctioned. In response to a question by Jensen, McFarland noted that the easements were needed to convert unsanctioned trails to official trails for connectivity. Richards stated that Ostrich Peak could become a destination trail if property owners were willing to work with APRC to create sanctioned trails.

Lewis proposed mention of the unsanctioned trails in the Master Plan so that the public would know that working with homeowners was an integral part of the trails process.

There followed a discussion of the various tax lots within the West Side Forestlands. It was noted that unsanctioned trails were prevalent traversing private property. Heycke asked whether unsanctioned trails should be acknowledged in the Master Plan. He stated that doing so could encourage the creation of additional unsanctioned or “rogue” trails. McFarland suggested that references in the document could focus on plans to build trails rather than plans to convert rogue trails to sanctioned trails. Brandy agreed, stating that references do not have to be specific out of respect for private property owners who may or may not be willing to provide easements.

McFarland stated that the newly acquired Hitt Road should be listed as a priority. He detailed existing trails that connect with Hitt Road. McFarland also described the importance of Hitt Road for trail connectivity in Ashland’s watershed.

Heycke stated that there were several rogue trails that were built upon old road beds – resulting in trails that are in good condition. He indicated that mountain bikers in particular travel on Mohie Trail to Hitt Road. McFarland noted as an example one homeowner’s property that has multiple trails. APRC worked with the homeowner to develop one route that traverses the property. This plan gave hikers a legitimate trail to travel and the homeowner an opportunity to block unsanctioned trails through his land. McFarland explained that arranging a win-win for property owners was standard protocol for Parks. He listed several ways to mitigate a trail running through private property, including neighborhood meetings.

It was agreed that a disclaimer should be included in the Master Plan that discourages the establishment of rogue trails. Jensen stated that a list should be prepared of trails that are not sanctioned but that are earmarked for future development. Richards suggested that property owners be consulted **in advance** of any proposals for future trails. Chambers noted that the Master Plan should also not contain depictions of rogue trails that are on private land. He proposed that broad areas be highlighted, and that references to trail development be vague. Chambers suggested that Hitt Road be considered as an exception. McFarland relayed that Hitt Road is an important priority and it also traverses private property. Chambers advised that the proposed trail be outlined only in the areas owned by APRC and on Forest Service land with no notations where the road crosses private land.

There followed discussion that focused on experiences with unofficial trails. Richards stated that City maps could not contain trails on private property unless it was an emergency situation. Heycke cited an example of a trail called Toothpick that was not sanctioned but was recorded on any number of maps. He noted that today’s technology is easily accessed and a trail overlay could be depicted on a Google map.

Gardiner inquired about how best to approach private property owners. McFarland replied that there was no pre-determined process. Depending upon the circumstances, the appropriate agency initiated contact. Chambers agreed to contact the property owner along Hitt Road to determine how best to identify trails in that area.

Heycke talked about the Wonder Trail – a trail where the land is owned in part by the Forest Service and in part by the City. He stated that the City part has not yet been properly routed. The Forest Service side is scheduled for development this fall or during the winter. Heycke explained the process of creating a new trail – stating that development of the route could take up to a year to complete. McFarland highlighted another step in the process for trails in the forested areas – ones that requires an application for the trail that is submitted to the Forest Lands Commission for approval. Heycke stated that the City portion of the Wonder Trail was more complicated because of tentative plans that call for the trail to end at a location slated for a new water treatment plant.

Chambers stated that another potential trail in the West Side Forestlands is the area where the TID trail converges with the Ashland Creek Estates. He stated that the area was very controversial given that the trail was originally supposed to go beyond the subdivision but no route was established. Instead, rogue trails developed. Brandy suggested going around the subdivision along the ridge. Heycke noted that rerouting the trail had been considered and an easement obtained but the funds were appropriated elsewhere. McFarland agreed, stating that the Bird's Nest Trail was also affected. Because the plans for the subdivision were changed without notice, the trail does not go anywhere.

Brandy proposed a section in the Master Plan addressing parking at the trailheads. He stated that there were places where trails met neighborhoods, creating a conflict. Signage sometimes includes no parking signs in populated areas created by the homeowners. It was agreed that the Master Plan should refer to parking with as much clarity as possible.

Brandy also proposed changing the name of the Central Bike Path to the Central Path. He stated that the change in nomenclature could be phased in over time. He stated that in his opinion, the reference to a bike path does not adequately describe all the uses for the trail. Gardiner stated that the City most likely used the name because of connectivity and inclusion in the TSP. Jensen suggested further discussion about the issue.

It was agreed by consensus that the next meeting would be held on October 20, 2017.

#### **AJOURNMENT**

There being no further business, the meeting was adjourned at 11:40 a.m.

Respectfully submitted,

Betsy Manuel, Minute-Taker  
Trail Master Plan Committee of the Ashland Parks and Recreation Commission

These Minutes are not a verbatim record. The narrative has been condensed and paraphrased at times to reflect the discussions and decisions made. Ashland Parks and Recreation Commission Subcommittee meetings are digitally recorded and are available upon online

# ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

COMMISSIONERS:

Mike Gardiner  
Joel Heller  
Rick Landt  
Jim Lewis  
Matt Miller



Michael A. Black, AICP  
Director

541.488.5340  
AshlandParksandRec.org  
parksinfo@ashland.or.us

## MEMORANDUM

**To:** Ashland Parks and Recreation Commissioners

**From:** Michael Black, APCR Director

**Date:** October 18, 2017

**Subject:** Bear Can Update

---

### SUMMARY

Several months ago, the Commissioners asked staff to review options to place bear resistant trash cans in Lithia Park. This direction was given following a string of vandalism by bears in the park. It is assumed that bear resistant cans could reduce the amount of damage done to trash cans in the park, discourage bears from entering the park for food and reduce the litter and cleanup required after bears attack our garbage cans.

### BACKGROUND

It is a somewhat common occurrence in Lithia Park to see the evidence of wildlife, or to see the wildlife itself. Of those most destructive, bears are close to the top of the list. Bears have a tendency to seek out food that is easily accessible and garbage cans are easy prey. Currently Lithia Park has nearly 70 active garbage cans and none of the cans are protected from bear attacks. The only exception is the main dumpster in the park, which has a metal locking lid that is bear resistant.

At this time, staff is proposing to add 25 bear resistant trash cans to the park to replace 25 of the most vulnerable trash cans. The following is a list of the areas where these cans are located:

1. Bandshell/Enders
2. Third Parking Lot
3. Hillside Picnic Area
4. Cotton Picnic Area
5. Waterline Trail
6. Loop Road (Glenview)
7. Duck Pond, Upper
8. Lithia Playground
9. Duck Pond, Lower
10. Sycamore Grove
11. Reservoir Swim Area

Staff is proposing to purchase 25 bear resistant double trash can enclosures. The double enclosures allow for both garbage and recycling at the same location.

### **BUDGET IMPACT**

The cost to purchase 25 bear resistant double trash can enclosures is estimated to be \$1,200 per can for the enclosure and the cost of installation, which may require site preparation. The total budget requirement for 25 cans is \$30,000.

This expense was not budgeted in the CIP and therefore would require a funding stream that was not identified when the budget was adopted. Staff recently finished the Beach Creek project, which was funded in the CIP. The total project came in well under budget and the total savings is estimated to be more than \$50,000. Of the \$50,000 savings, \$20,000 should be reserved for additional work that will be required on Beach Creek due to erosion downstream from the recent project. With that amount being reserved, the available amount from the estimated savings on the Beach Creek project is \$30,000.

Staff is proposing that \$30,000 from the savings on the Beach Creek project be allocated to purchase the bear resistant cans.

### **STAFF RECOMMENDATION AND REQUESTED ACTION**

Staff recommends that the Commissioners approve a motion to allocate \$30,000 from the savings on the Beach Creek project be allocated to purchase the bear resistant cans.

### **ATTACHMENTS**

- Budget worksheet for the Beach Creek Project
- Bear Saver, Bear Resistant Cans Information



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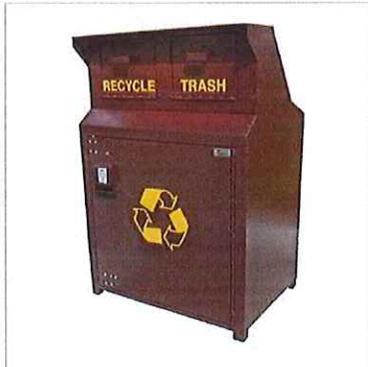
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« Go Back | Home » Bear-Resistant "CE Series" Trash Cans and Recycle Bins » BearSaver - CE Series Double Trash/Recycling Enclosure - CE240-CH



ENHANCED VIEW

**BearSaver - CE Series Double Trash/Recycling Enclosure - CE240-CH**

Item # CE240-CH

**Factory Direct** - Usually Delivers in 2-5 weeks depending on stock availability

was: \$901.00  
**\$893.00**  
save: \$8.00

Quantity: **1**

Sold As: Each  
Orders over 25 units call for discounted pricing

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**Questions?**  
Click Here

**Available Options:**

Exterior Cold Spray Galvanizing, Double Unit:

Adds Corrosion Resistance, See Note Below\*

Labels:

Container Color:

overview    specifications

**BearSaver - CE Series Double Trash/Recycling Enclosure - CE240-CH**

Model CE double trash enclosure, 80 gal capacity, ADA Compliant Animal resistant heavy duty can enclosure with (2) loading chutes. Can be used for trash or recycling simply by changing the decals.

80 gallon capacity, Includes (2) 40 gal cans.

Also rodent resistant, these rat proof trash / garbage cans and recycling bins will keep all animals out of the contents, large and small.

\*Note: For marine environments or areas where corrosive elements are present, like salted sidewalks, we recommend the application of cold galvanizing compound under the powder coat. This compound will afford maximum corrosion resistance in the harshest environment.

*Handwritten notes on a yellow sticky note:*  
 steve@bearsaver.com  
 1-24 = \$893 ea.  
 24-49 = \$870 ea.  
 50+ = \$848 ea.  
 Pole Mount Kit = \$75 ea.

**In This Category**

- BearSaver - CE Series Double Recycling Enclosure - CE232-RR
- BearSaver - CE Series Double Trash Enclosure - CE232-CH
- BearSaver - CE Series Double Trash/Recycling Enclosure - CE232-CHR
- BearSaver - CE Series Single Trash Enclosure - CE132-CH
- BearSaver - CE Series Single Recycling Enclosure - CE132-R
- BearSaver - CE Series Double Trash/Recycling Enclosure - CE240-RR
- BearSaver - CE Series Double Trash/Recycling Enclosure - CE240-CHR
- BearSaver - CE Series Triple Trash/Recycling Enclosure - CE340-CH
- BearSaver - CE Series Triple Recycling Enclosure - CE340-RRR
- BearSaver - CE Series Triple Trash/Recycling Enclosure - CE340-CHRR

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BEACH CREEK

Dog Park

Contractor	Purpose	Status	Total Budget/Bid Amount	Cost as of 12/29/15
Grange CO-OP			\$ 267.86	\$ 267.86
Home Depot			\$ 598.00	\$ 598.00
Ashland Lumber			\$ 271.43	\$ 271.43
Ashland Hardware			\$ 112.82	\$ 112.82
HD Fowler			\$ 662.56	\$ 662.56
United Rental			\$ 2,125.43	\$ 2,125.43
Edge Construction			\$ 455.00	\$ 455.00
Knife River 3/4 Minus			\$ 420.36	\$ 420.36
Knife River Boulders			\$ 7,099.43	\$ 7,099.43
Knife River Concrete			\$ 3,808.00	\$ 3,808.00
Wilson Equipment			\$ 2,125.00	\$ 2,125.00
Ashland Construction Pump			\$ 750.00	\$ 750.00
All in One Rental			\$ 33.00	\$ 33.00
DnD Porta Potty			\$ 206.50	\$ 206.50
<b>Sub-Totals</b>			<u>\$ 18,935.39</u>	<u>\$18,935.39</u>
<b>TOTALS</b>			<u>\$ 18,935.39</u>	<u>\$18,935.39</u>

RESOURCES

RESOURCE ACCOUNT CODE	TOTAL BUDGET AMOUNT
-----------------------	---------------------

FUNDING SOURCES

CIP	411.12.00.00.704200
Project #	85
P.O. #	

\$75,000.00

SUMMARY

PROJECT SUMMARY	BUDGETED	ACTUAL
PROJECT RESOURCES	\$ 75,000.00	\$75,000.00
PROJECT EXPENSES	\$ 18,935.39	\$18,935.39
PROJECT BALANCE	<u>\$ 56,064.61</u>	<u>\$56,064.61</u>

# ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

COMMISSIONERS:

Mike Gardiner  
Joel Heller  
Rick Landt  
Jim Lewis  
Matt Miller



Michael A. Black, AICP  
Director

541.488.5340  
AshlandParksandRec.org  
parksinfo@ashland.or.us

## MEMORANDUM

**To:** Ashland Parks and Recreation Commissioners

**From:** Michael Black, APRC Director

**Date:** October 18, 2017

**Subject:** Daniel Meyer Pool Update

---

### SUMMARY

Ashland Parks and Recreation Commission (APRC) has a desire to help facilitate in the establishment of a new competitive swimming pool in Ashland to address the current lack in facilities for our citizens. Since the closure of the pool at Southern Oregon University, which was the primary competition swimming pool in Ashland, the School District swim teams (the "Teams") as well as recreational swimmers, including Rogue Valley Masters (RVM), have struggled to find a suitable location in Ashland to train and exercise.

In an effort to address the gap in pool availability to date, APRC has offered extended pool hours at Daniel Meyer Pool (the "Pool") for the Teams and RVM during the normal pool season and even a rental agreement with the Teams and RVM to allow training and exercise November-February in the off season. These measures are temporary, however, and a long term solution is still being worked on.

Since early 2015 when the matter of the SOU pool closure was prioritized by the City and APRC, many different options have been considered to close the gap. APRC has considered adding a "bubble" to cover the Pool; an attempt was made to convince SOU and the Oregon State Legislature to prioritize this matter and fund the replacement of the SOU pool and neither option was found to be financially attainable. Other options, including working with the YMCA on a joint project, did not result in a solution either.

Only one option so far has held up and is still being evaluated. That option is to rebuild the Pool in place and include a seasonal enclosure to allow for year round use. This memo is for the purpose of updating the Commissioners on the rebuild option.

### BACKGROUND

## Capital Budget

Staff has been working with several potential contractors to determine a capital budget for the expansion of the Pool. The elements that are being considered part of the rebuild are as follows:

1. Total replacement of the existing pool with a 25 yard by 25 meter competition pool.
2. The addition of a separate smaller pool to function as an additional warm water pool for exercise and recreation.
3. Parking lot expansion, potentially on the Walker School Property and additional off-street parking along Hunter Street.
4. The addition of a seasonal tent – similar to the ice rink tent – to enclose the Pool during the winter months for year-round swimming.
5. HVAC systems for the new enclosure.
6. Increased accessibility through direct sidewalk routing to the Senior Center and the existing restrooms in Hunter Park.

Expanding the pool as described above **does not physically impact the Senior Center**. In fact, some benefits for the Senior Program should be realized through the improvement of the Pool. For instance, a direct path from the center to the Pool could be facilitated to allow for increased access to the Pool by patrons of the center. Additionally, with the warm water pool and expanded lap swimming capacity the Pool will allow for increased recreation activities for seniors.

Staff has been working with Anderson Pool Works to define the scope of the project and a budget. The following is a representation of the draft budget with today's information and quotes:

<b>Contractor</b>	<b>Purpose</b>	<b>Status</b>	<b>Total Estimated Budget</b>
Engineer	Design, Plans Permits	need estimate	\$ 100,000.00
Myrtha and Pool Cont.	Pool	estimate rcvd. anderson	\$ 1,475,000.00
Mech. Contractor	Mechanical, Elec. Plumbing	estimate rcvd. anderson	\$ 125,000.00
Civil Contractor	Demo, Earth and Flatwork	estimate rcvd. anderson	\$ 300,000.00
Civil Contractor	Parking Lot	estimate rcvd. anderson	\$ 325,000.00
Creative Tent Int.	Tent	estimate rcvd.	\$ 600,000.00
HVAC	HVAC Unit		\$ 125,000.00
N/A	Contingency		\$ 450,000.00
<b>TOTAL REQUIREMENTS</b>			<b>\$ 3,500,000.00</b>

The details of the table above are located in the attachments.

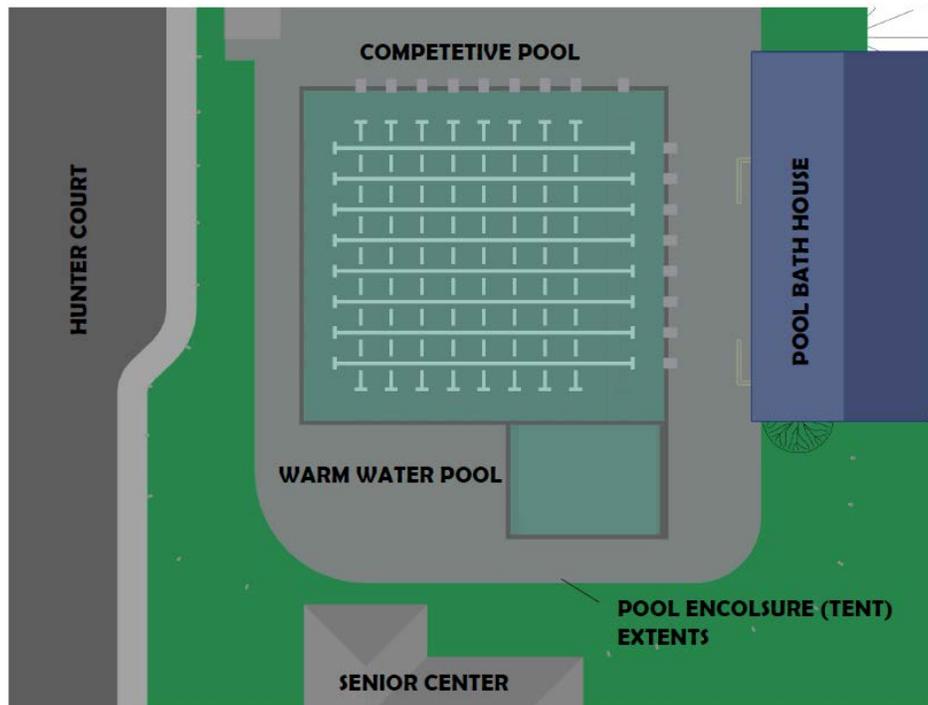
To date, we have been able to receive representative quotes; however, construction prices have risen over the past few months and it is possible that there will be an increase from the

quotes above. I have increased the contingency to account for this potential.

### Pool

As mentioned above, the Pool could be expanded to 25 yards x 25 meters with a depth that would allow for race diving and water polo games. The current pool measures 25 yards x 15 yards and has six lap lanes, but is too shallow for diving and water polo.

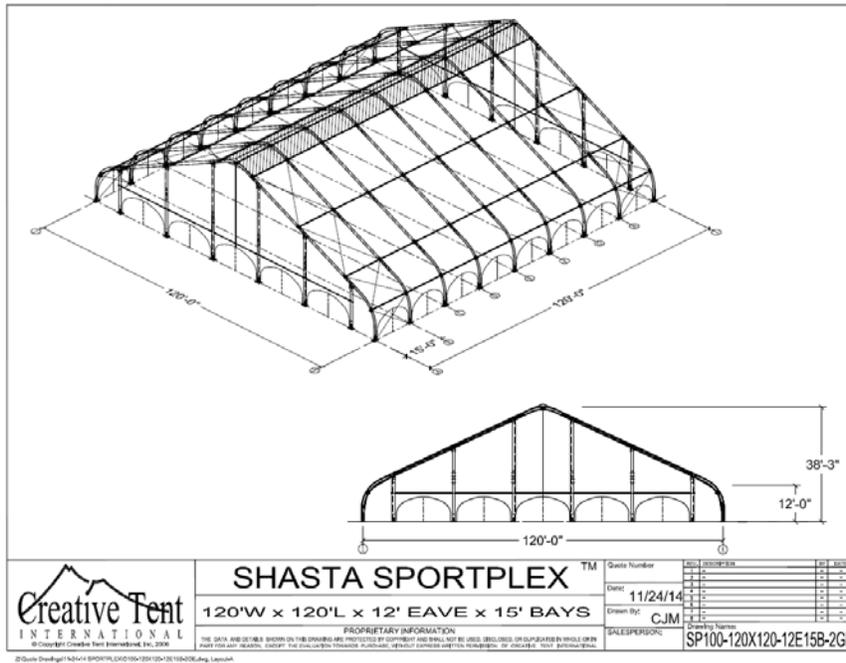
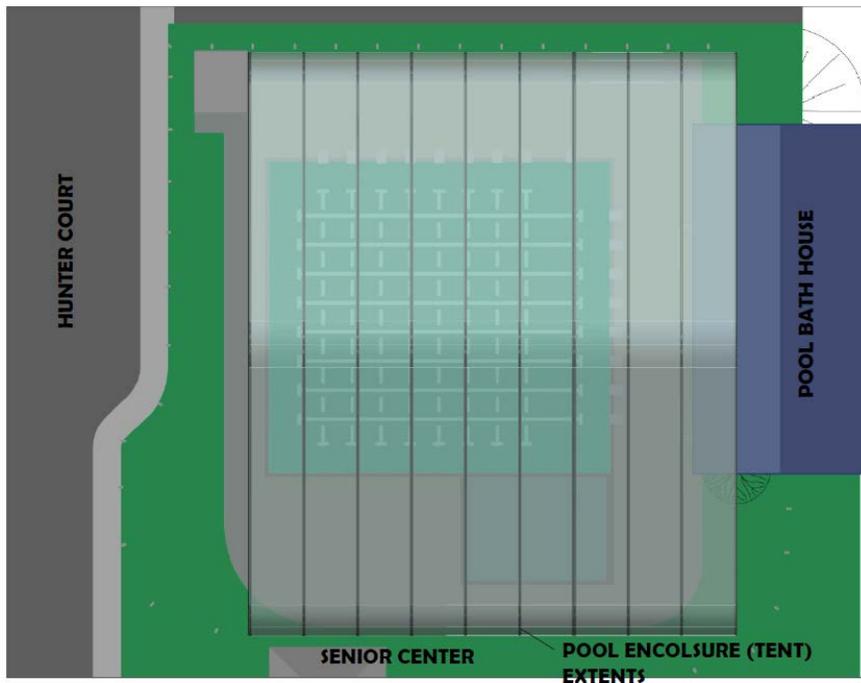
A larger, deeper pool will allow for more official swim meets as well as official water polo matches. The current concept for the design of the Pool is located below:



### Seasonal Cover

The seasonal cover would be similar to the existing cover at the Rotary Centennial Ice Rink. We have requested quotes from the manufacturer to cover the entire Pool and to allow deck area under the cover for spectator seating, team areas and access to the bath house. The size of the cover required is estimated at 120' x 120' and could cost about \$525,000 according to the 7/17/17 quote.

The design of the tent is below:



**Creative Tent INTERNATIONAL**  
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**SHASTA SPORTPLEX™**  
 120'W x 120'L x 12' EAVE x 15' BAYS  
 PROPRIETARY INFORMATION  
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 Showing Name: \_\_\_\_\_  
 SALES PERSON: SP100-120X120-12E15B-2GE

Operations and Maintenance

With the help of Anderson Pool Works, we have the following estimate for the ongoing operations and maintenance of the Pool:

**Daniel Meyer Pool Operating Costs with the New Pool**

	Units	Unit Cost	Total
<b>Utilities</b>			
water	730,000.00 gallons	\$ 0.01	\$ 3,650.00
natural gas	1 year	\$ 25,000.00	\$ 25,000.00
Electricity	1 year	\$ 40,000.00	\$ 40,000.00
<b>Total Utilities</b>			<b>\$ 68,650.00</b>
<b>Chemicals</b>			
Chlorine	1 year	\$ 18,000.00	\$ 18,000.00
Muriatic Acid	1 year	\$ 10,000.00	\$ 10,000.00
CO2	1 year	\$ 5,000.00	\$ 5,000.00
Sodium Bicarbonate	1 year	\$ 7,200.00	\$ 7,200.00
Calcium Chloride	1 year	\$ 2,500.00	\$ 2,500.00
Cyanuric Acid	1 year	\$ 1,200.00	\$ 1,200.00
<b>Total Chemicals</b>			<b>\$ 43,900.00</b>
Concessions and Supplies	1 year	\$ 12,000.00	\$ 12,000.00
<b>Total Concessions and Supplies</b>			<b>\$ 12,000.00</b>
<b>Periodic Maintenance</b>			
Filtration Media Replacement	3 times	\$ 150.00	\$ 450.00
UV System Re-lamping	1 year	\$ 3,500.00	\$ 3,500.00
Pumping Equipment Maint.	1 year	\$ 500.00	\$ 500.00
Heating Equipment Maint.	1 year	\$ 1,000.00	\$ 1,000.00
Chemical Control System Maint.	1 year	\$ 750.00	\$ 750.00
<b>Total Periodic Maintenance</b>			<b>\$ 6,200.00</b>
<b>Operations Personnel</b>			
Ashland Parks and Recreation	100 days	\$ 1,265.00	\$ 126,500.00
School District	180 days	\$ 158.13	\$ 28,462.50
Clubs (RVM, SOA, Sharks)	85 days	\$ 158.13	\$ 13,440.63
Clubs Partial (RVM, SOA, Sharks)	180 days	\$ 39.53	\$ 7,115.63
<b>Total Operations and Personnel</b>			<b>\$ 175,518.75</b>
<b>Yearly Grand Total</b>			<b>\$ 306,268.75</b>

The current cost to operate the Pool is about \$165,000-\$175,000 per season. The revenue recovery rate is about 50%.

At this time, we have identified three distinct user groups who would be responsible for these

costs, those groups are:

1. APRC (Lap Swimming, Lessons, Activities, Rec Swim)
2. Ashland and Phoenix-Talent School Districts (Teams)
3. All Other Special Users (RVM, Sharks, Club Sports)

One quick analysis resulted in the following possible distribution of expenses per user:

1. APRC – 50% (\$191,875)
2. Ashland and Phoenix-Talent School Districts – 35% (\$74,225)
3. All Other Special Users – 15% (\$40,168)

I based the percentages on a combination of impact of use, term of use and the expenses related to those uses. This is a conceptual analysis and would be revised as talks continue with all of the users. These are not the final numbers or final percentages of responsibility.

### **BUDGET IMPACT**

The budget impact would be two fold – CIP, which would be one lump payment for the total construction of the facility, which is estimated to be \$3,500,000. The CIP budget for this project is \$3,250,000. The anticipated revenue source for the CIP expense is through a General Obligation Bond. A GO Bond is a method of issuing bonds with the backing of tax revenue to repay the debt. These kinds of bonds require an election vote to enact.

The second area of impact is the ongoing operations and maintenance. The current cost to run the Pool by APRC is about \$175,000 per year. The estimated total cost for the new pool per year is \$306,000.

If the percentages for the distribution of the expenses from above were used, the cost of the Pool could be covered by the three main users, including APRC, and the revenue that would be required from each user would be as follows:

1. APRC – \$191,875
2. Ashland and Phoenix-Talent School Districts – \$74,225
3. All Other Special Users – \$40,168

With the expansion of the Pool and the opportunity to increase activity for APRC alone, we feel that revenue would increase proportionally with the cost and the cost recovery would still be about 50%. Without the increase in revenue from the school districts and other users, it will not be possible to cover expenses according to the current analysis.

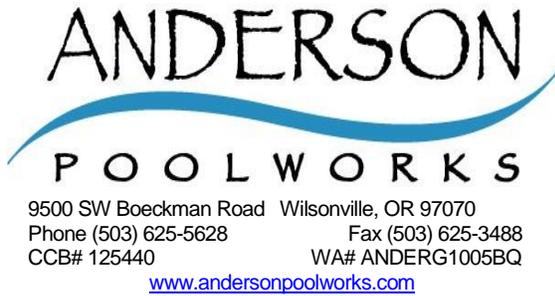
### **STAFF RECOMMENDATION AND REQUESTED ACTION**

Staff is seeking guidance on the direction of the Pool project regarding the conceptual design of the Pool and the anticipated funding sources as proposed in this memo.

### **ATTACHMENTS**

- Anderson Pool Works Estimate on Capital Improvement
- 3D renderings of Pool with Enclosure
- APRC Capital Budget Worksheet
- APRC CIP Budget Estimates
- Anderson Pool Works Estimate on Operations and Maintenance Costs
- APRC Operations Budget Worksheet
- Creative Tent Quote on 120x120 enclosure
- 120x120 Tent Enclosure Perspective

**To:** Mike Mintenko  
**From:** Dana Anderson  
**CC:**  
**Date:** 4/28/2017  
**Re:** Daniel Meyers Pool Replacement  
**Cost Estimate**



We have prepared our proposed scope of work and estimated pricing for the Daniel Meyers Pool Replacement, located at in Ashland, detailed as follows:

**Project Description:**

Demolish existing swimming pool and construct an eight lane, 25 yard x 25 meter x up to 6' deep lap pool with 35' x 35' recreational swimming area. Specification for budgeting purposes includes current industry-standard equipment and Myrtha Classic Competition pool system.

**Proposed scope of work:**

**Construction:**

1. Provide and install PVC pool system piping.
2. Put all piping under pressure test using water until pool deck concrete flatwork is complete.
3. Provide and install concrete formwork, reinforcing steel, and concrete for pool base slab.
4. Install Myrtha Classic Competition wall, buttress, rim flow gutter, and floor membrane system.
  - a. Five sets of recessed steps with stainless steel handrails.
  - b. Myrtha gutter grating.
  - c. Two main drains.
  - d. 45 floor inlets.
  - e. Eight 75' race strips (painted acrylic).
  - f. 16 Targets (painted acrylic).
  - g. 18 Low Profile lane line anchors.
5. Construct underground pool surge tank with access lid, ladder, modulating float valve, and water level sensor.

**Pumping/Filtration/Heating/Treatment System:**

1. Provide and install equipment:
  - a. Filtration/circulation pump with variable flow drive.
  - b. Regenerative media filtration system.
    - i. RMF controller.
    - ii. Filtration media charge system.
  - c. Chemical monitoring and automated feed systems:
    - i. Sodium or Calcium Hypochlorite.
    - ii. Muriatic acid.
    - iii. CO2.
  - d. Ultraviolet (medium pressure) disinfection system.
  - e. Natural gas-fired pool heater.
  - f. Flow meters, pressure and vacuum gauges, valving.
2. Provide and install all piping and valving with hangers and seismic bracing.

**Deck Equipment and Embeds:**

1. Provide and install deck equipment and related embeds for concrete deck:
  - a. Eight competition starting blocks.
  - b. Two lifeguard chairs.

- c. Nine floating lane lines with rolling storage reel.
- d. Competition marker stanchions.
2. Provide backstroke

**Safety and Maintenance Equipment:**

1. Provide safety equipment:
  - a. Two ring buoys with extension rope.
  - b. Two life hooks and poles.
  - c. Two spine boards.
  - d. Two first aid kits.
  - e. Two rescue tubes.
  - f. One eyewash station.
  - g. One dispenser (contains 10 pr.) of safety glasses.
  - h. Two bag valve masks.
2. Provide maintenance equipment:
  - a. Two portable thermometers.
  - b. Wall/floor brush with extendable pole.
  - c. Portable vacuum cart with hose and vacuum head.
  - d. Two water test kits.

**Commissioning:**

1. Competition course length certification.
2. Initial fill of chemical storage containers.
3. Initial water treatment.
4. Two four-hour operator training sessions.
5. One week of operation and balancing.

**Estimated price for scope of work and equipment detailed above:**

**\$1,475,000.00**

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**Alternate:**

1. 35ft Myrtha SS Flow-through bulkhead (stationary).
2. 20 PVC painted targets and ten 82ft painted race strips.

**\$112,750.00**

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**Items not included:**

1. Design, engineering, Oregon stamp, for pool/decks/systems/enclosure; **Estimate: \$35,000.00**
2. Payment/performance bonds.
3. City or County building department plan review and permit fees.
4. County Health department plan review and permit fees; **Estimate: \$3,000.00**
5. Demolition; **Estimate: \$100,000.00**
6. Earthwork; **Estimate: \$90,000.00**
  - a. Erosion control.
  - b. Excavation, trenching.
  - c. Subgrades and backfill.
7. Concrete pool deck flatwork (embeds will be set to grade, flatwork contractor to protect during flatwork pours), 4,240sf, broom finish, with drains; **Estimate: \$59,360.00**

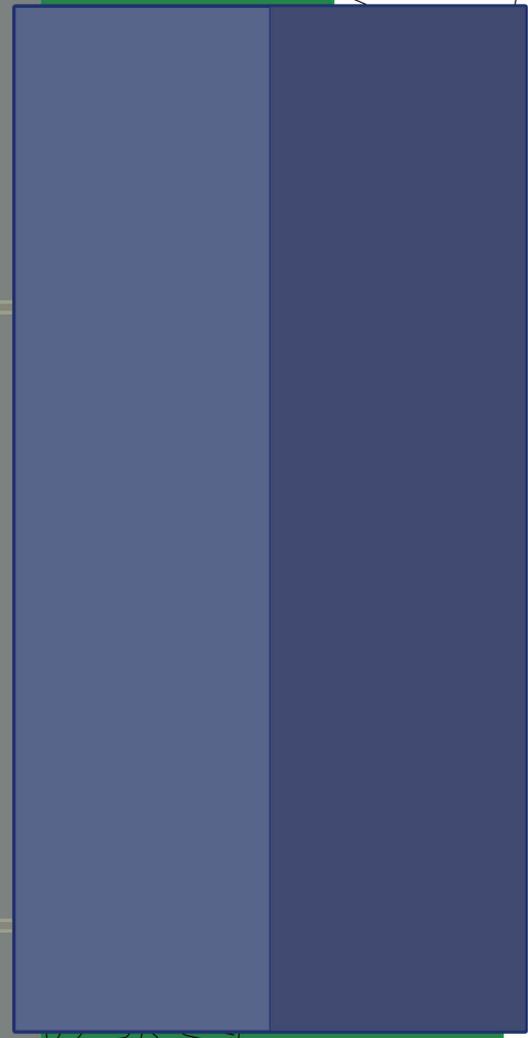
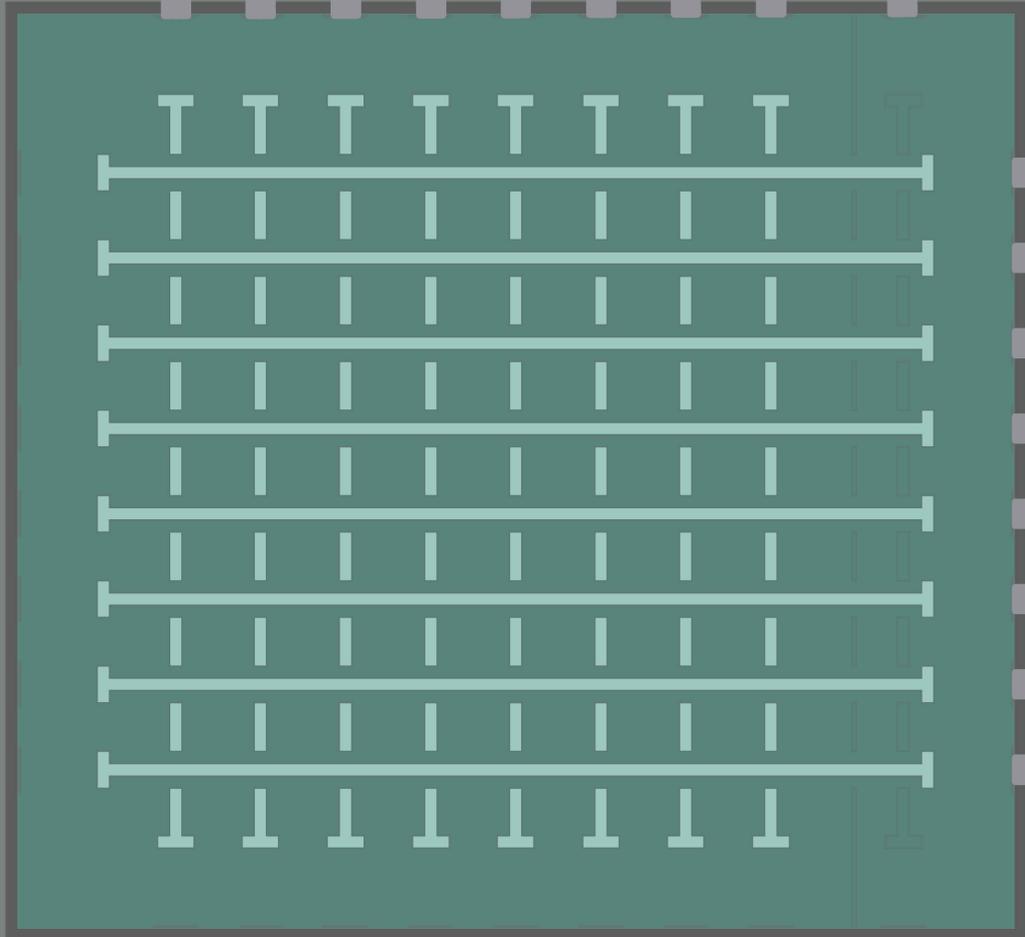
8. Safety fencing with gates (must be 48" minimum); **Estimate: \$38,000.00**
  9. MEP; **Estimate: \$75,000.00**
    - a. Mechanical
      - i. Heater/boiler connections.
      - ii. Natural gas supply.
    - b. Electrical
      - i. Service/subpanel.
      - ii. Wiring/connections.
      - iii. Bonding for all metallic items in and around pool.
    - c. Plumbing
      - i. Potable water supply.
      - ii. RBPB.
      - iii. Sanitary sewer.
- 

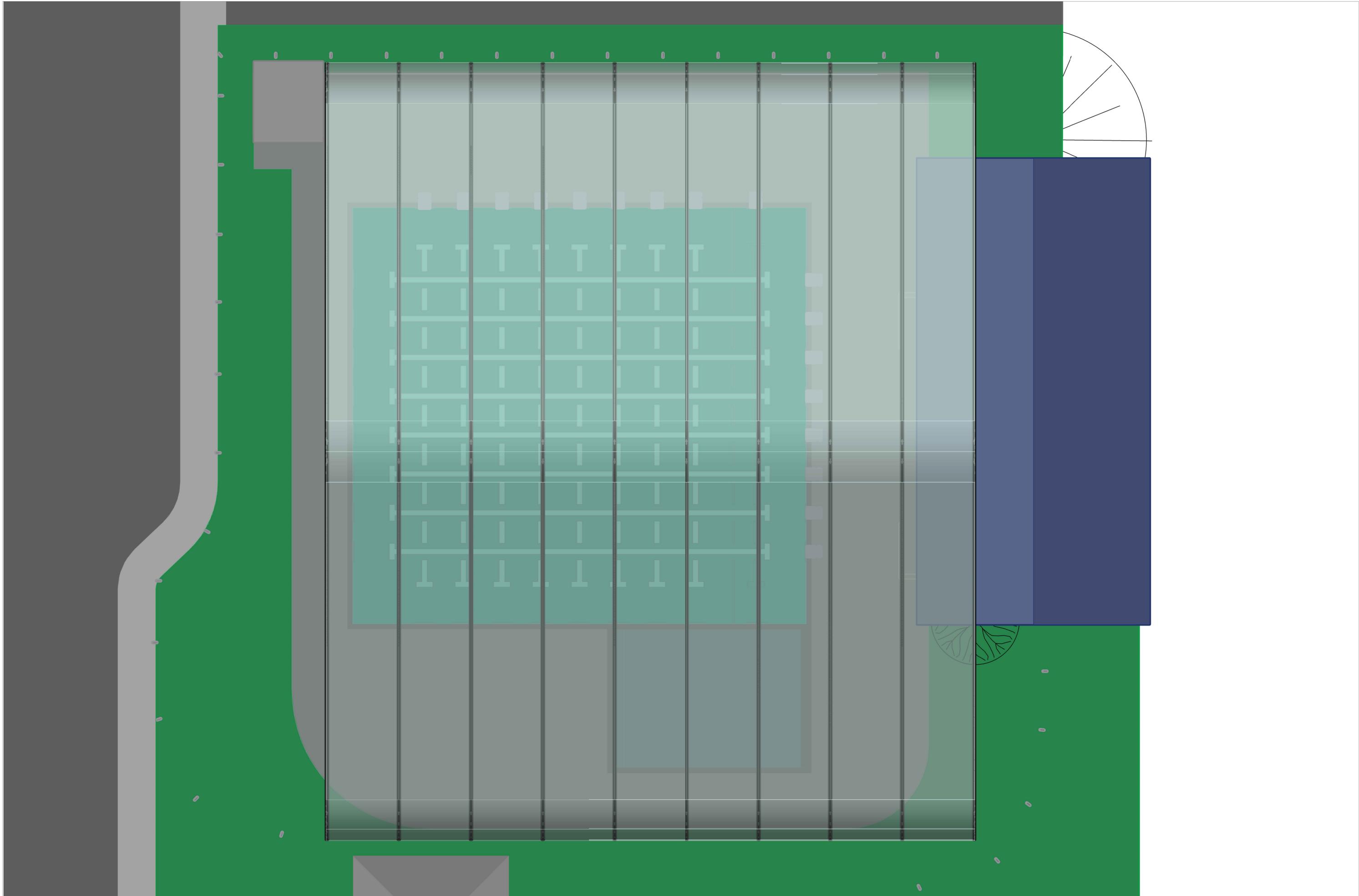
**Clarifications:**

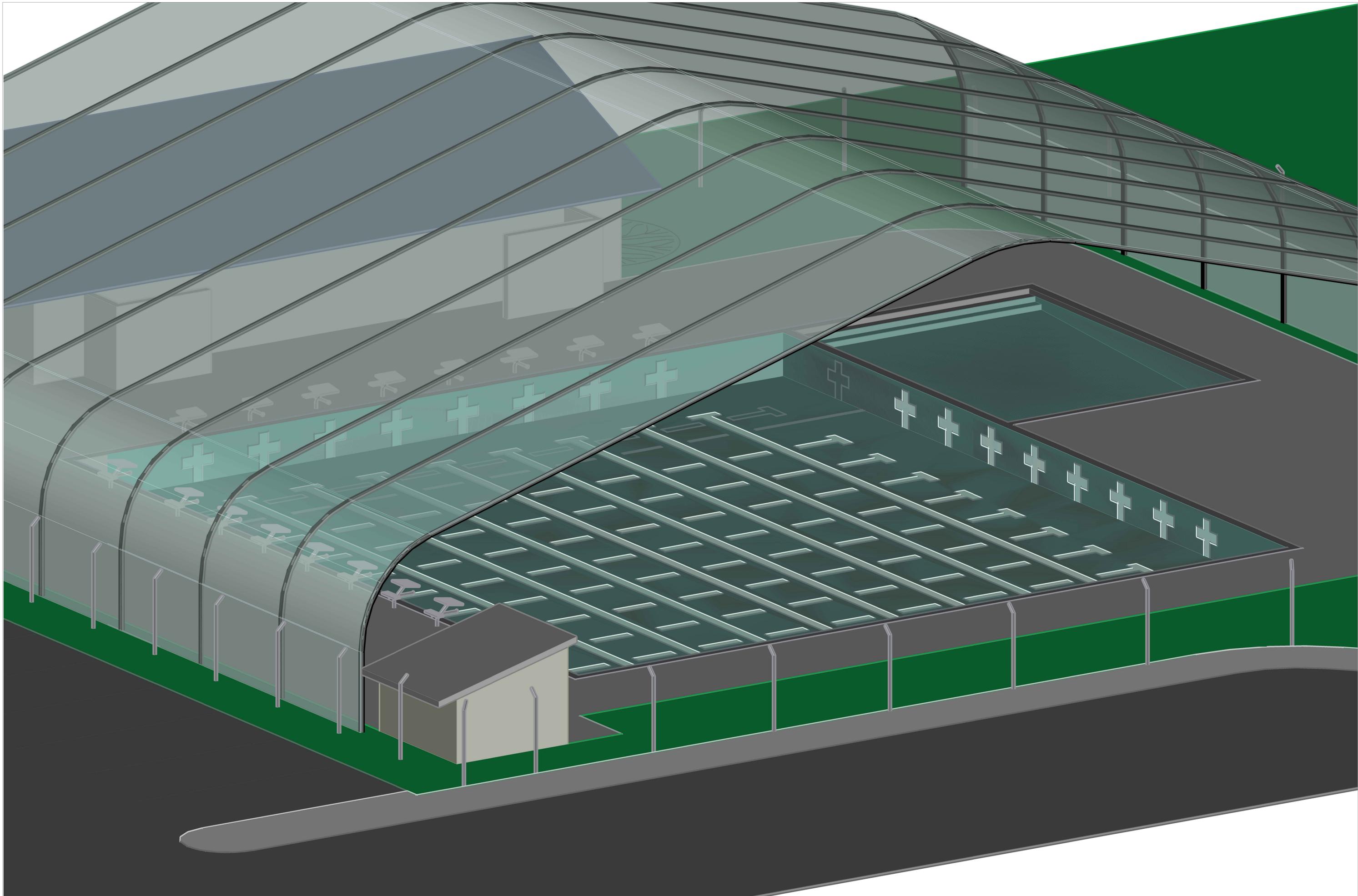
1. BOLI wages are included.
  2. Warranties:
    - a. 25 year for Myrtha wall and structural components.
    - b. 10 year for Myrtha floor membrane.
    - c. 1 year for all other components and work.
- 

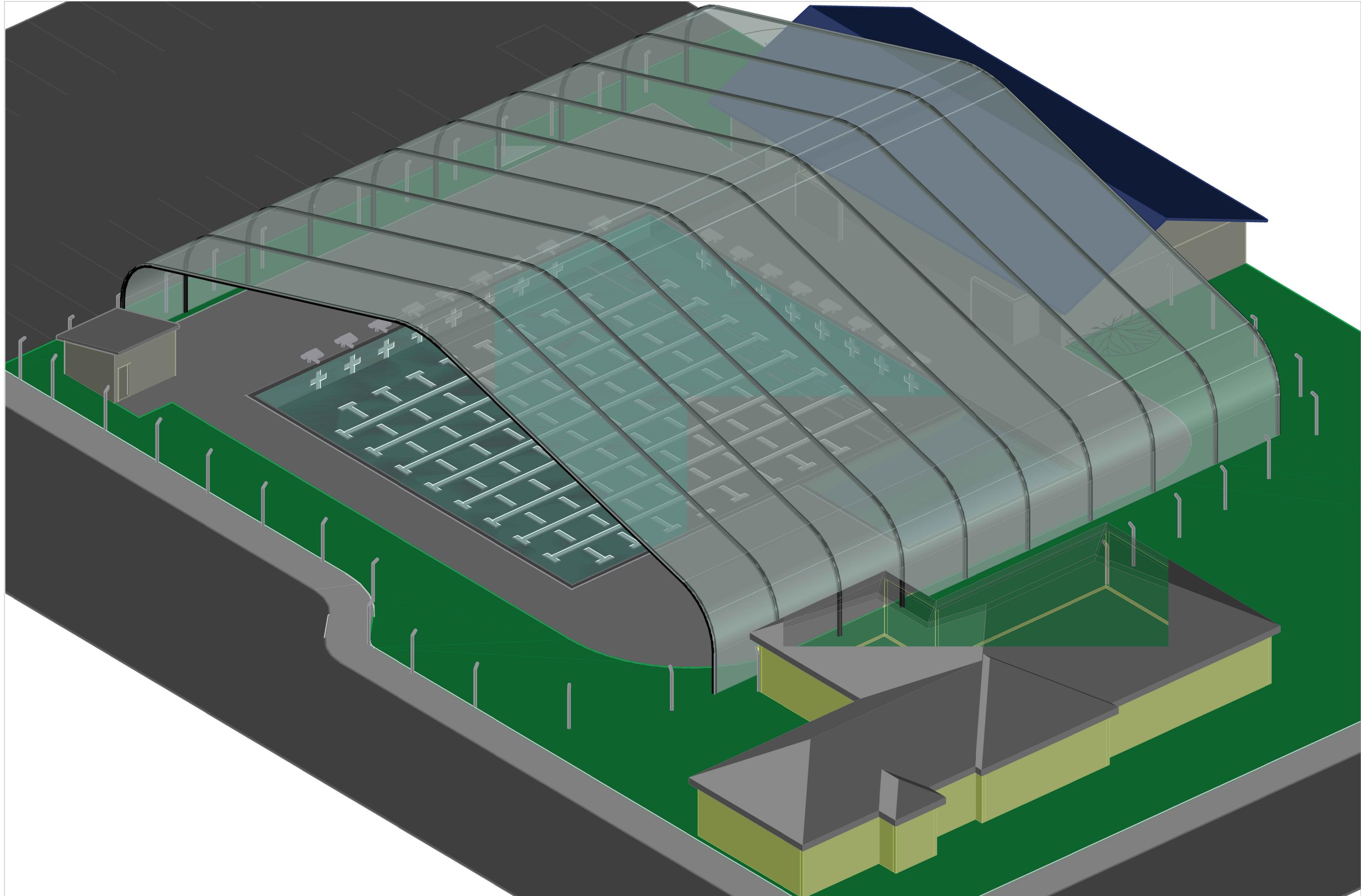
We appreciate the opportunity to provide this scope/price proposal and work with you. Please let us know if you are in need of any clarifications, scope change, or additional information.

**Thank you,  
Dana Anderson, CBP  
President,  
Anderson Poolworks,  
The Anderson Group, Inc.**









	<b>Contractor</b>	<b>Purpose</b>	<b>Status</b>	<b>Total Estimated Budget</b>
<b><u>CONSTRUCTION</u></b>				
Documents:	Engineer	Design, Plans Permits	need estimate	\$ 100,000.00
	Myrtha and Pool Cont.	Pool	estimate rcvd. anderson	\$ 1,475,000.00
	Mech. Contractor	Mechanical, Elec. Plumbing	estimate rcvd. anderson	\$ 125,000.00
	Civil Contractor	Demo, Earth and Flatwork	estimate rcvd. anderson	\$ 300,000.00
	Civil Contractor	Parking Lot	estimate rcvd. anderson	\$ 325,000.00
	Creative Tent Int.	Tent	estimate rcvd.	\$ 600,000.00
	HVAC	HVAC Unit		\$ 125,000.00
	N/A	Contingency		\$ 450,000.00
	<b>TOTAL REQUIREMENTS</b>			

**RESOURCE ACCOUNT CODE**

**FUNDING SOURCES**

<b><u>PROJECT SUMMARY</u></b>	<b>BUDGETED</b>
PROJECT RESOURCES	
PROJECT EXPENSES	\$ 3,500,000.00
PROJECT BALANCE	<b><u>\$ (3,500,000.00)</u></b>

## 2017-19 CIP Estimates - Updated April 6, 2017

Description	2017/19 Budget Proposal	FY 2017-18				FY 2018-19				2017/19 Grand Total
		F&B	SDC	Other (grant/ bond)	2017-18 Totals	F&B	SDC	Other (grant/ bond)	2018-19 Totals	
Repair Perozzi Fountain @ Lithia Park	70,000				-	70,000			70,000	70,000
Calle Guanajuato Improvements (Bond Repayment)	80,000	40,000			40,000	40,000			40,000	80,000
Garfield Park Water Play and Park Upgrade (bond repayment)	200,000	100,000			100,000	100,000			100,000	200,000
Lithia Park Master Plan	230,000	230,000			230,000				-	230,000
Second Dog Park Construction	265,000	265,000			265,000				-	265,000
Project Manager	120,000	60,000			60,000	60,000			60,000	120,000
Land Acquisition**	1,815,000	165,000	275,000	475,000	915,000		100,000	800,000	900,000	1,815,000
ACP Public Works Requirement	35,000				-	35,000			35,000	35,000
Winburn Sidewalk	25,000	25,000			25,000				-	25,000
Trails and Open Space Comp Plan Update	30,000	30,000			30,000				-	30,000
<b>Sub-total New Projects</b>	<b>2,870,000</b>	<b>915,000</b>	<b>275,000</b>	<b>475,000</b>	<b>1,665,000</b>	<b>305,000</b>	<b>100,000</b>	<b>800,000</b>	<b>1,205,000</b>	<b>2,870,000</b>
Daniel Meyer Pool - Rebuild and Cover	3,250,000			3,250,000	3,250,000				-	3,250,000
North Mountain Park Nature Play Area	165,000	15,000			15,000			150,000	150,000	165,000
Master plan for Park Shop/Yard Areas; Dog Parks; Skateboard Park	75,000				-	75,000			75,000	75,000
Neighborhood Park Development (replacement of YMCA)	750,000			750,000	750,000				-	750,000
Oak Knoll Improvements (Irrigation)	70,000	35,000			35,000	35,000			35,000	70,000
Resurface/Reclaim Tennis and Pickleball Courts	55,000	27,500			27,500	27,500			27,500	55,000
Restoration of Beach Creek below Pedestrian Bridge	75,000	75,000			75,000				-	75,000
<b>Sub-total New Projects</b>	<b>4,440,000</b>	<b>152,500</b>	<b>-</b>	<b>4,000,000</b>	<b>4,152,500</b>	<b>137,500</b>	<b>-</b>	<b>150,000</b>	<b>287,500</b>	<b>4,440,000</b>
<b>Total</b>	<b>7,310,000</b>	<b>1,067,500</b>	<b>275,000</b>	<b>4,475,000</b>	<b>5,817,500</b>	<b>442,500</b>	<b>100,000</b>	<b>950,000</b>	<b>1,492,500</b>	<b>7,310,000.00</b>

**To:** Michael Black  
**From:** Dana Anderson  
**CC:**  
**Date:** 7/7/2017  
**Re:** Daniel Meyers Pool Replacement

**Operation and Maint. Cost Estimate**



We have prepared operation and maintenance cost estimates for the proposed Daniel Meyer Memorial Pool, based on assumptions of usage patterns, local utility costs, and industry-average chemical and labor costs. These cost estimates are directly pool operation-related and do not include property, bathhouse facility, or Ashland Parks and Rec staffing costs.

**Facility Description:**

1. Eight-lane, 25 yard x 25 meter x up to 6' deep lap pool.
2. Approx. 35' x 35' recreational swimming pool area (possibly separate).
3. Myrtha Classic Competition pool system.
4. Pool enclosure similar to Juniper Aquatic Center in Bend, Oregon, by Creative Tent International.
5. Water circulation/filtration/heating/treatment system:
  - a. Deck-level, perimeter overflow gutter and surge tank.
  - b. Variable flow pumps.
  - c. Regenerative media filters.
  - d. Automated water chemistry monitoring/dosing systems.
    - i. Calcium Hypochlorite.
    - ii. Muriatic Acid.
  - e. Medium pressure ultraviolet treatment systems.
  - f. Automated water level control system for surge tank.
  - g. High efficiency pool water heaters.
6. HVAC system:
  - a. Dehumidification.
  - b. Heat recovery to supplement pool water heating.

**Operation parameters:**

1. Year-round utilization by multiple clubs, teams, and recreational swimmers.
2. Structure to be opened to outside environment during warmer months.
3. Insulated pool blankets to be utilized during off-use hours.

**Operation and maintenance cost categories and approximate quantities and/or values\*:**

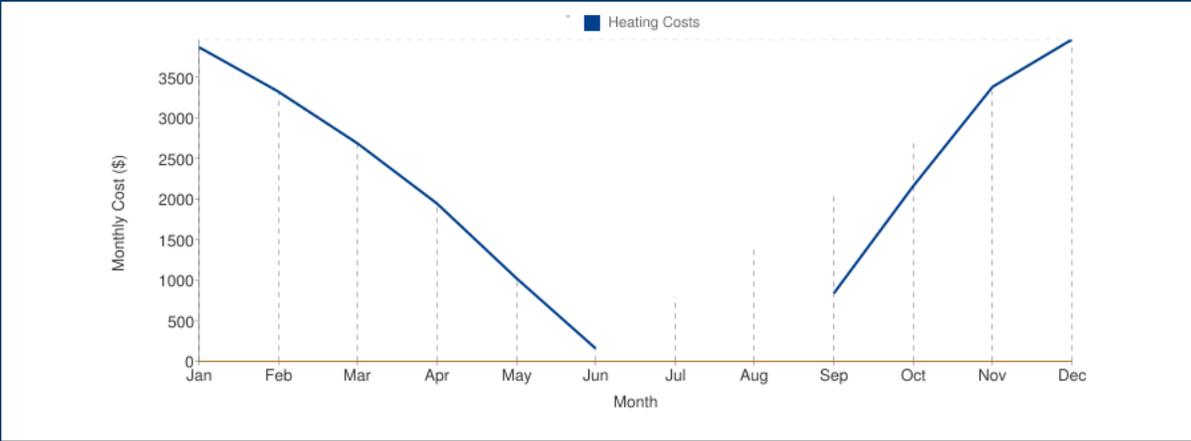
1. Water usage:
  - a. Water lost by evaporation (1/2" per day) and incidental bather usage:
    - i. 1,900 gallons/day.
  - b. Water used at approximately three-month intervals to change filtration media (with regenerative media filtration systems, water is not lost to backwash as with high-rate sand systems):
    - i. 700 gallons
2. Natural gas for pool water heating (see calculation information on following page):
  - i. \$25,000.00
3. Electricity usage:
  - a. Pumping and HVAC equipment (water filtration, and natatorium heating and dehumidification).

- i. \$40,000.00
- 4. Chemicals and operation supplies:
  - a. Calcium Hypochlorite (chlorine):
    - i. \$18,000.00
  - b. Muriatic Acid (pH control):
    - i. \$10,000.00
  - c. CO2 (pH control):
    - i. \$5,000.00
  - d. Sodium Bicarbonate (pH control):
    - i. \$7,200.00
  - e. Calcium Chloride (maintains proper pool water calcium hardness):
    - i. \$2,500.00
  - f. Cyanuric Acid (stabilizes chlorine against UV degradation):
    - i. \$1,200.00
- 5. Periodic maintenance:
  - a. Filtration media replacement (~3 month intervals):
    - i. \$150.00
  - b. UV system re-lamping:
    - i. \$3,500.00
  - c. Pumping equipment maintenance:
    - i. \$500.00
  - d. Heating equipment maintenance:
    - i. \$1,000.00
  - e. Chemical control system maintenance:
    - i. \$750.00
- 6. Pool operation personnel (staffing costs not estimated here):
  - a. System operation and maintenance.
    - i. Water chemistry monitoring (above automations system, conducted multiple times daily).
    - ii. Pool vacuuming and pool area cleaning.
  - b. Pool operation staff:
    - i. Lifeguarding.
    - ii. Event setup (floating lap lanes, starting blocks).
    - iii. Blanket installation and removal (daily).

\*Quantities and values are annual estimates unless otherwise noted.

Results History for Heated Pool			
Run Number	Set Pool Temp (F)	Est. Annual Heating Cost	Options
1	80	\$23,334	Pool Cover, Wind Break, Shaded Pool

Monthly Heating Costs											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
\$3,869	\$3,322	\$2,683	\$1,943	\$1,024	\$157	\$0	\$0	\$836	\$2,157	\$3,380	\$3,963



Weather Data for Location (Yearly Average)				
Season	Average Temperature (F)	Humidity (%)	Wind Speed (MPH)	Solar Radiation (W/m <sup>2</sup> )
Summer	64	56	6	268
Winter	44	79	4	96

## Daniel Meyer Pool Operating Costs with the New Pool

	Units	Unit Cost	Total
<b>Utilities</b>			
water	730,000.00 gallons	\$ 0.01	\$ 3,650.00
natural gas	1 year	\$ 25,000.00	\$ 25,000.00
Electricity	1 year	\$ 40,000.00	\$ 40,000.00
<b>Total Utilities</b>			<b>\$ 68,650.00</b>
<b>Chemicals</b>			
Chlorine	1 year	\$ 18,000.00	\$ 18,000.00
Muriatic Acid	1 year	\$ 10,000.00	\$ 10,000.00
CO2	1 year	\$ 5,000.00	\$ 5,000.00
Sodium Bicarbonate	1 year	\$ 7,200.00	\$ 7,200.00
Calcium Chloride	1 year	\$ 2,500.00	\$ 2,500.00
Cyanuric Acid	1 year	\$ 1,200.00	\$ 1,200.00
<b>Total Chemicals</b>			<b>\$ 43,900.00</b>
Concessions and Supplies	1 year	\$ 12,000.00	\$ 12,000.00
<b>Total Concessions and Supplies</b>			<b>\$ 12,000.00</b>
<b>Periodic Maintenance</b>			
Filtration Media Replacement	3 times	\$ 150.00	\$ 450.00
UV System Re-lamping	1 year	\$ 3,500.00	\$ 3,500.00
Pumping Equipment Maint.	1 year	\$ 500.00	\$ 500.00
Heating Equipment Maint.	1 year	\$ 1,000.00	\$ 1,000.00
Chemical Control System Maint.	1 year	\$ 750.00	\$ 750.00
<b>Total Periodic Maintenance</b>			<b>\$ 6,200.00</b>
<b>Operations Personnel</b>			
Ashland Parks and Recreation	100 days	\$ 1,265.00	\$ 126,500.00
School District	180 days	\$ 158.13	\$ 28,462.50
Clubs (RVM, SOA, Sharks)	85 days	\$ 158.13	\$ 13,440.63
Clubs Partial (RVM, SOA, Sharks)	180 days	\$ 39.53	\$ 7,115.63
<b>Total Operations and Personnel</b>			<b>\$ 175,518.75</b>
<b>Yearly Grand Total</b>			<b>\$ 306,268.75</b>



Contact Michael Black  
 Customer Ashland Parks & Recreation Commission  
 Address 340 South Pioneer Street  
 City, St Zip Ashland Or 97520  
 Phone 541-552-2251  
 Cell 541-218-5444  
 E-Mail Michael.Black@ashland.or.us

Quote valid for 30 days

Date: 7/17/17  
 Quote #: 071717\_RS5  
 Salesperson: Carol Fontius  
 Ph: 530-515-2421  
 Email: carol@creativetent.us

**Quotation - Commercial  
 Shasta Sportplex**

Item #	Part #	Description	Frame	Fabric	Total	Qty.	Total Price
1		<b>Shasta Sport Plex 120' width x 120' length x 15' Bay Spacing x 12' Eave, Gable End</b>					
2		SSP 120x015x16x15GE, Base Unit	\$110,582	\$35,994	\$ 146,576	1	\$ 146,576
3		SSP 120x015x16x15Mid, Middle Bay	\$21,339	\$7,613	\$ 28,952	7	\$ 202,664
4		SSP 12' Eave - 15' Main Wall - Access Panel		\$512	\$ 512	12	\$ 6,144
5		SSP 60' width x 15' length 12' Eave Access from Showers to Pool			\$ 52,624	1	\$ 52,624
6		<b>Total 1 Structure</b>					<b>\$ 408,008</b>
7		<b>Accessories</b>					
8		Deluxe Door, Aluminum Glass, Double (6'0"wx6'8"h)	\$4,742		\$ 4,742	2	\$ 9,484
9		Aluminum Door, Solid w/view window, Single (3'0"wx6'8"h)	\$2,914		\$ 2,914	2	\$ 5,828
10		Panic Hardware Kit - per door	\$451		\$ 451	6	\$ 2,706
11		Electrical & Lighting Package (21 LED lights, 14 outlets, 1 panel box	\$39,652		\$ 39,652	1	\$ 39,652
12		Snow Kit per 15' Bay (per interior beam)	\$1,091		\$ 1,091	7	\$ 7,637
13		Ceiling Fans (budgetary)	\$4,575		\$ 4,575	4	\$ 18,300
14		Pool Ventilators 20 Ton Commercial - 4 required (By Customer- budgetary)	\$41,944		\$ 41,944		
15		Liner R 6 120'x120'		\$33,616	\$ 33,616	1	
16		Side Wall Color Option			\$ 8,700	1	\$ 8,700
17							
18		<b>Tech Rep</b> to direct your crew and labor (Equipment by customer			\$ 7,576	1	\$ 7,576
19		<b>Structure, Accessories and Tech Rep</b>					<b>\$ 507,891</b>
20							
21		<b>Phase I Engineering</b>					
22		Site Technical Survey (Done by Customer)			By Customer		
23		SSP Design to site (Customization)			\$ 4,000	1	\$ 4,000
24		Engineering (e-mailed original) (Inc Footing Design			\$ 4,500	1	\$ 4,500
25		Engineering Calculations Over Stamp State of Oregon			\$ 2,500	1	\$ 2,500
26		Site Design Illustrator			\$ 1,500	1	\$ 1,500
27							<b>\$ 12,500</b>
28							
29							
30							

<b>Sub-Total</b>	<b>520,391.00</b>
Freight Estimate	3,500.00
<b>Total Price</b>	<b>523,891.00</b>

**Engineering:**  
 90/115 MPH wind load (code per IBC)  
 20 PSF utility or ground snow load (code per IBC)

**Membrane:**  
 Tops - 22 oz Translucent, White/White; Colors to be determined

**Delivery:**  
 ExWorks Factory, Henderson, NV, USA

**Ship:**  
 90 - 120 days after receipt of signed approval of Phase I and non-refundable deposit for Phase I

**Terms:** **Phase I Engineering & Design** - 100% due Phase 1 portion on acceptance of quote/sales agreement (non refundable)  
**Phase II Manufacturing** - 50% Due on approval of Phase I and authorization to proceed to Phase II (non refundable)  
 Balance due prior to shipment  
 \*Orders not paid within seven calendar days of order being ready for shipment, according to terms with CTI, will incur a 1% storage fee per week or part thereof, which must be paid prior to shipment."

**Technical Representative:**  
 Available pursuant to attached "Sales Terms and Conditions" @ \$872 per day plus expenses

- Not Included:**
- Permits
  - Application Local, State, Federal Taxes or Duties
  - Installation
  - Other items as described in online "Sales Terms and Conditions"

**ALL SALES ARE SUBJECT TO ATTACHED COPY OF "SALES TERMS AND CONDITIONS" WHICH IS INCORPORATED INTO AND MADE A PART OF THIS QUOTE**

Your signature below constitutes your agreement to be bound by the terms of the entire Sales Agreement, consisting of this Quote and the "Sales Agreement Terms and Conditions," subject only to the acceptance of the entire Sales Agreement by Seller in accordance with paragraph 2 of the attached "Sales Agreement Terms and Conditions".

Purchaser: Approval/Signature: \_\_\_\_\_

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

Seller: CTI Signature: \_\_\_\_\_

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



CREATIVE TENT INTERNATIONAL, INC.  
SALES AGREEMENT – TERMS AND CONDITIONS

Effective as of the signed date of Quotation # 071717\_RS5\_Ashland\_PR\_Pool\_SSP120x120, Dated 071717, the parties identified on the Quote hereby agree as follows:

**1. ACCEPTANCE:**

Purchaser's execution of the attached Creative Tent Quote shall be deemed its acceptance of and agreement to be bound by the terms of the entire Sales Agreement, as defined in paragraph 2 below, upon acceptance of the Sales Agreement by Seller. This Sales Agreement shall not become binding upon Seller, however, until such time as both the attached Creative Tent Quote and these Terms and Conditions are fully executed by an authorized representative of the Seller. Upon acceptance of the Sales Agreement by Seller, by means of said execution of the attached Creative Tent Quote and these Terms and Conditions, Seller shall return a fully-executed copy of the Sales Agreement to the Purchaser for its records.

**2. ENTIRE AGREEMENT / NO ORAL AMENDMENT OR MODIFICATION:**

This "Sales Agreement," consisting of the "Terms and Conditions" set forth herein, the attached Creative Tent Quote, and the Design/Engineering Phase Terms attached hereto as Exhibit "A," shall constitute the entire agreement between the parties for sale of the merchandise and/or services referred to in the Creative Tent Quote. Seller hereby gives notice of its objection to any different or additional terms or conditions proposed or inserted herein by Purchaser, excepting only such changes as Seller may expressly accept in writing.

**3. DELIVERY / RISK OF LOSS:**

Unless otherwise stated in the Creative Tent Quote, all orders are delivered and shipped ExWorks Factory, Henderson NV, U.S.A.

Risk of loss shall pass to Purchaser when the merchandise is duly delivered to a carrier for shipment to Purchaser or when the merchandise is otherwise tendered as to enable Purchaser to take delivery. Seller shall in no way be responsible for any loss or damages following such delivery. These "risk of loss" provisions apply irrespective of pre-payment by Seller of expenses, such as insurance and freight.

**4. INSPECTION ON DELIVERY / NOTIFICATION OF DEFECTS:**

Purchaser shall have the right to inspect the merchandise at time of delivery, and shall give immediate written notice to Seller of any claim of visible damage to shipping crates or contents. Purchaser shall notify Seller in writing, within [ 7 days of delivery] [ 7 days of completion of erection of the merchandise], of any patent defect in workmanship or material in the merchandise and give Seller an opportunity to investigate. If notice is not given as aforesaid, the merchandise shall be deemed to be free of patent defects and the Seller shall in no manner be responsible or liable for any such patent defects.

**5. EXCLUDED EXPENSES:**

Unless otherwise stated in the Creative Tent Quote, the quoted prices do not include sales, use, tariff, excise and similar taxes applicable to the merchandise furnished hereunder or the materials used in the manufacture thereof, nor do the quoted prices include insurance, freight or technical representative services. Purchaser shall be responsible for payment of all such taxes, costs and expenses. Seller reserves the right to prepay such taxes, costs and expenses, in which event the Purchaser shall pay the amount thereof to Seller immediately upon Seller's demand.

In the event that the Creative Tent Quote specifies an allowance for freight costs or technical representative services, Purchaser shall be responsible for payment of the balance if the actual freight costs and/or actual technical representative services exceed the amount of the specified allowance. In the event the Purchaser does not fully use the specified allowance for freight costs or technical representative services, the unused balance of the allowance shall be credited to Purchaser.

The quoted prices do not include any fees, expenses or other costs incurred with respect to building permits or other government authorizations or approvals necessary for Purchaser's use of the items listed in the Creative Tent Quote. Purchaser assumes the sole responsibility in connection with obtaining such applications and building permits, including any fees or expenses incurred in connection therewith. Upon request by Purchaser subject to the terms of Paragraph 19 below, however, Seller shall furnish to Purchaser a product "Design Analysis" for use by Purchaser solely to secure necessary approvals and permits from public authorities, which "Design Analysis" may include, as applicable, an engineering analysis of structure, anchor bolt layout for foundation and base reaction loads for foundation design by Purchaser's registered professional engineer.

**6. SITE PREPARATION AND INSTALLATION:**

Unless otherwise stated in the Creative Tent Quote, the quoted prices do not include soil testing; site preparation; water drainage; installation of foundation in accordance with all applicable codes; floor; structure installation; supply or installation of mechanicals or utilities; removal of excavation and other materials; final grading or landscaping.

Should rock or subterranean objects exist and result in problems with installation of foundation and/or anchor devices thereby causing additional cost to be incurred for such installation, said additional cost will be the sole and absolute responsibility of the Purchaser.

Seller may, but shall not be required to, supply equipment to aid Purchaser or its agents in the erection of merchandise delivered. In the event Seller supplies such equipment, Purchaser agrees that it shall be deemed provided on an "as is" basis with no warranties, express or implied, and that Purchaser's use of said equipment (a) shall be subject to the liability imitations set forth in Paragraph 18 below, and (b) shall be limited to individuals (i) qualified by Purchaser to operate such equipment and (ii) approved in advance by Seller. Purchaser shall be liable for risk of damage to or loss of said equipment from the time of its delivery to Purchaser until its return to Seller. Purchaser, at Purchaser's sole expense, shall return such equipment to Seller at Henderson, Nevada, U.S.A, shipping the same within five days from notice by Seller directing it to do so.

**7. TECHNICAL REPRESENTATIVE SERVICES:**

At the written request of the Purchaser, and conditioned upon Purchaser's satisfaction of the following terms, Seller shall furnish to Purchaser technical representative services as same relate to the assembly and erection of the merchandise delivered hereunder. Purchaser shall pay Seller for the services of said representative(s) the sum of Eight Hundred Seventy-two (\$872.00), per day, per person, plus all travel and living expenses. Unless otherwise specified in the Creative Tent Quote, Purchaser's payment for said services, travel expenses and living expenses shall be due within five (5) days from the date of invoice by Seller. To the extent travel and living expenses are reasonably expected by Seller to exceed \$\_\_\_\_, however, Seller may, at its option, require Purchaser to pay such expenses in advance. Travel time shall commence and terminate at the Seller's place of business in Henderson, Nevada, U.S.A.



As conditions to the Seller's provision of technical representative services, Purchaser agrees to provide toilet facilities, reasonable telephone access, and access to the installation site for personnel vehicles, and further agrees to cooperate with and provide reasonable assistance to the Seller and its technical representatives in the provision of such services.

Prior to arrival on site by Seller's technical representative(s), Purchaser shall make the site free and clear of debris and completely prepared in a manner suitable for erection of the delivered merchandise. Upon arrival on site by Seller's technical representative(s), Purchaser or its agent shall provide power sufficient to operate small tools, a competent installation supervisor and crew, plus all necessary equipment and equipment operators to complete installation of the delivered merchandise.

Seller's technical representative(s) shall not be responsible for the work output of the installation crew or equipment operators reporting to the Purchaser or the Purchaser's supervisor or job foreman.

Purchaser may notify Seller of the date or dates upon which it desires the technical representative(s) to be present in order to provide said services and Seller will utilize reasonable efforts to comply with such request, provided, however, Seller shall incur no liability whatever because or as a result of any failure to provide such technical representative(s) on the date or dates requested.

If the Creative Tent Quote specifies an allowance for technical representative services, it shall be for a specified number of days. Seller is in no way responsible for any delays in the installation caused by incomplete site preparation, improper setting of anchor bolts by the Purchaser or the Purchaser's agent, or for any delays caused by cold or inclement weather, strikes, lockouts, or other labor troubles, equipment breakdowns or lack of equipment, floods, fires, transportation delays or any other circumstances which prevent or hinder installation. If Seller has technical representative(s) on the job site during any such delay, the Purchaser shall be responsible for all reasonable expenses incurred by Seller and its technical representatives during the duration of such delay in addition to the fee, per day, per representative, set forth above.

**8. WORKERS' COMPENSATION:**

Purchaser shall carry all necessary workers' compensation and other insurance on its laborers, and Seller shall have no obligation to provide such insurance, except that Seller shall carry adequate workers' compensation insurance coverage on its own employees while on the job site and while traveling to and from job site.

**9. CREDIT:**

If the financial responsibility of the Purchaser becomes impaired or unsatisfactory to the Seller, or Purchaser is in default to Seller under this or any other contract, advance cash payment or satisfactory security shall be given by Purchaser upon demand by Seller, and shipments and services may be withheld until such payment or security is received. All deliveries shall be subject to the approval of Seller's Credit Department.

Credit inquiries shall be conducted accordance with applicable federal and state laws including the Federal Fair Credit Reporting Act (FCRA).

**10. COLLECTIONS / ATTORNEYS' FEES:**

In the event of default by Purchaser in payment of the purchase price and other amounts specified herein, Purchaser hereby agrees to pay all collection costs, including attorneys' fees and other incidental expenses, incurred in connection with collection of any unpaid balance, together with interest on the unpaid balance from due date as provided in Paragraph 11 below. In any legal action seeking enforcement of any of the other terms and provisions of this Sales Agreement, the prevailing party (as determined by the court or other comparable authority in any such action) shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which the party may be entitled.

**11. PAYMENT AND TITLE:**

All payments must be made in United States currency. No payment terms, other than those stated in this Sales Agreement, shall be allowed.

Interest will be assessed at the rate of one and one-half percent (1-1/2%) per month or the highest legal rate, whichever is less, on any and all overdue amounts until paid. Such interest charges shall commence at the date of delivery or as otherwise stated in this Sales Agreement.

If the Purchaser is outside the United States, payment shall be made by irrevocable confirmed letter of credit or approved equivalent. This shall in no way be altered unless so stated in this Sales Agreement

In the event that the Seller grants to Purchaser a holdback, said holdback grant shall be in writing and shall be for not more than thirty (30) days. If the Seller has not received said holdback amount, in full, on or before expiration of the holdback period, Seller shall be entitled to enter the premises of the Purchaser and remove any/or all equipment equal to the amount of holdback. Said value of equipment removed shall be its depreciated value on the date it is removed, as reasonably determined by Seller.

All merchandise covered hereby shall remain the property of the Seller and shall remain personal property, until it is delivered to Purchaser or the purchase price is paid in full, whichever occurs later, and, until the later of said events occurs, Purchaser shall perform any acts necessary to perfect and assure retention of title to such merchandise by Seller.

**12. FAIR LABOR STANDARDS ACT:**

Seller represents that the merchandise covered by this order will be manufactured in accordance with the requirements of the Fair Labor Standards Act, if applicable, and that it will use all reasonable efforts to cause the merchandise to comply with other applicable laws, rules and regulations. However, Seller shall not be responsible for compliance by the merchandise with local interpretations of same, nor with any local laws, ordinances, codes and/or regulations, unless it shall have agreed to do so in writing.

**13. APPLICABLE LAW:**

The terms and conditions applicable to the transaction provided for herein shall be determined and construed in accordance with, and shall be governed by, the laws of the State of Nevada, and Purchaser and Seller agree to submit to the jurisdiction of the appropriate State or Federal Court within Nevada for purposes of resolving any dispute or claim arising in connection with said transaction.

**14. SEVERABILITY / FORBEARANCE NOT A WAIVER:**

The invalidity or un-enforceability of a particular provision of this agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Failure of either party to enforce any right hereunder shall not waive any rights with respect to other or future occurrences.

**15. WARRANTY:**

Seller warrants to Purchaser that the products manufactured by it are free from defects in material and workmanship under normal use and service. SELLER'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO, AT ITS OPTION, ALLOWANCE FOR CREDIT, REPAIR OR EXCHANGE OF ANY PART OR PARTS WHICH MAY PROVE DEFECTIVE UNDER NORMAL USE AND SERVICE AS INDICATED IN THE NEXT PARAGRAPH. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LABOR.

The term of this warranty shall be limited to one (1) year. The warranty period shall begin to run from the date of delivery of the merchandise to Purchaser.

The above warranty is limited to products manufactured by Seller and does not apply to any products not manufactured by it. This warranty is provided as an accommodation to Purchaser and should not be construed as reflecting the life expectancy of the merchandise. This warranty does not apply to clear vinyl.

This warranty does not apply to any defect due to overloading of the merchandise by Purchaser or its agents, contractors, employees or representatives, such as overloading caused by cranes or other attachments to the frame or structural members of the merchandise, or by the installation of any signs, ventilators, machinery or weights in excess of design conditions, or by other loads in excess of those for which the merchandise was designed.

This warranty does not apply to any merchandise which has been subjected to misuse, alteration, accident or negligence, or which has been moved from its original place of erection, or to any merchandise which has not been erected in strict accordance with all of Seller's applicable erection instructions or local building codes. All warranties shall be invalid if the Purchaser or its agents, contractors, employees or representatives shall fail to comply with Seller's instructions, specifications or recommendations. This warranty does not apply if the alleged defect or failure is caused by abnormal weather conditions, acts of God, falling objects, explosions, fire, riots, civil commotions, external forces, faulty or inadequate foundations or soil-bearing, acts of war, radiation, harmful fumes or foreign substances in the atmosphere, corrosion or floods.

This warranty does not apply to any fabric damage or failure caused, in whole or in part, by high wind conditions, it being understood and agreed by Purchaser that tent fabric will not withstand winds greater than 90 mph and should be removed from the tent frame to prevent damage in hurricane or other high wind conditions.

This warranty does not apply to any damage or failure caused, in whole or in part, by any flying, falling, sliding, leaning or moving debris in high wind conditions, it being understood and agreed by Purchaser that, regardless of engineering design tolerances, the merchandise cannot withstand damage from such debris and the entire unit should be taken down to prevent debris damage in hurricane or other high wind conditions.

Seller shall have the right to inspect merchandise claimed to be defective and all warranties shall be invalid if Seller is denied such right to inspect, whether or not Purchaser has exercised the warranty privilege. Said inspection shall be made at any time that is convenient to the Seller, or its legal agent, during the lifetime of this warranty.

**16. EXCLUSION OF OTHER WARRANTIES:**

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN PARAGRAPH 15 ABOVE; THERE ARE NO WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, APPLICABLE TO MERCHANDISE COVERED HEREBY.

Correction of non-conformities in the manner and for the period of time provided in Paragraph 15 above shall constitute fulfillment of all liabilities of Seller to Purchaser, whether based on contract, negligence or otherwise with respect to or arising out of such merchandise.

NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY SALES REPRESENTATIVE, DEALER, AGENT OR OTHER PERSON SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERMS HEREOF.

**17. NO PROTECTION FROM CLAIM OF INFRINGEMENT:**

Seller makes no representation or warranty that delivery or subsequent use of the merchandise shall be free of the claim of any third party by way of infringement.

**18. LIABILITY LIMITATION:**

SELLER SHALL NOT BE LIABLE IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) FOR LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT OR FACILITIES, COST OF CAPITAL, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM OR IN ANY MANNER RELATING TO THE MERCHANDISE COVERED HEREBY, ITS DESIGN, USE, ANY INABILITY TO USE THE SAME OR ANY DELAY IN DELIVERY OF THE SAME, IT BEING UNDERSTOOD AND AGREED THAT THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO DEFECTIVE MERCHANDISE SHALL BE THE CREDIT, REPAIR, OR EXCHANGE THEREOF PURSUANT TO PARAGRAPH 15 ABOVE. SHOULD THE MERCHANDISE PROVE SO DEFECTIVE, HOWEVER, AS TO PRECLUDE THE REMEDYING OF WARRANTED DEFECTS BY REPAIR OR REPLACEMENT, PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE THE REFUND OF THE PURCHASE PRICE OF THE MERCHANDISE, OR PART THEREOF WHICH IS SO DEFECTIVE, UPON THE RETURN THEREOF TO SELLER.

SELLER SHALL NOT BE RESPONSIBLE FOR ANY DELAY OR FAILURE TO MAKE DELIVERY OF ALL OR ANY PART OF THE MERCHANDISE PURCHASED DUE TO ACTION, OMISSION OR REGULATION OF ANY GOVERNMENTAL AUTHORITY OR OF THE PURCHASER, STRIKES OR OTHER LABOR TROUBLES, FIRE, DAMAGE TO, OR DESTRUCTION IN WHOLE OR IN PART OF MERCHANDISE OR MANUFACTURING PLANT, LACK OF OR INABILITY TO OBTAIN RAW MATERIALS, LABOR, FUEL, OR SUPPLIES, OR ANY OTHER CAUSES, CONTINGENCIES, OR CIRCUMSTANCES WITHIN OR WITHOUT THE UNITED STATES NOT SUBJECT TO ITS CONTROL WHICH PREVENT OR HINDER THE SELLER'S DELIVERY OF THE MERCHANDISE OR MAKE THE FULFILLMENT OF THIS SALES AGREEMENT IMPRACTICAL, ANY OF WHICH SHALL, WITHOUT LIABILITY, EXCUSE THE SELLER FROM PERFORMANCE OF THIS SALES AGREEMENT.

IN THE EVENT OF DELAY FOR WHICH THE SELLER IS RESPONSIBLE, SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY LOSSES TO PURCHASER AS A RESULT OF THE DELAY AND PURCHASER'S RIGHTS SHALL BE LIMITED TO CANCELLATION OF THE ORDER BY NOTICE IN WRITING TO SELLER, IN WHICH EVENT PURCHASER SHALL BE LIABLE TO SELLER ONLY FOR THE DIRECT COSTS INCURRED TO DATE OF CANCELLATION AND ENGINEERING COST OF ALL ENGINEERING WORK PERFORMED IN CONNECTION WITH THE MERCHANDISE COVERED BY THIS SALES AGREEMENT INCURRED BY SELLER UP TO THE DATE OF RECEIVING SAID NOTICE. THIS LIABILITY OF PURCHASER SHALL BE IMMEDIATELY DUE AND PAYABLE TO SELLER UPON NOTICE FROM SELLER OF THE AMOUNT OWING.

**19. NONDISCLOSURE OF INFORMATION:**

In the event Seller furnishes to Purchaser a product "Design Analysis" for purposes of Purchaser securing necessary approvals and permits from public authorities, and/or in the event Seller provides any other information, data or other material to Purchaser that Seller has designated as proprietary or confidential, Purchaser hereby acknowledges the confidential and proprietary nature thereof and agrees with respect thereto that (a) the same will be utilized by Purchaser only for the purpose of securing necessary approvals and permits from public authorities and/or for such other purpose(s)



specifically identified and designated in writing by Seller, (b) Purchaser will in no event utilize or disclose the same for any other purpose unless it shall have obtained the prior written consent of Seller to any specific disclosure or use, and (c) Purchaser will utilize all reasonable efforts to cause its employees, agents and representatives, as well as the employees, agents and representatives of public authorities to whom the same may be disclosed as herein contemplated, to keep such information confidential and to protect against the appropriation or personal use of the same by any such person, including but not limited to advising each such employee, agent or representative of Purchaser of the confidential and proprietary nature of such "Design Analysis" information and material, and securing the agreement of each such employee, agent or representative to be bound by the foregoing restrictions.

**20. CONSENT TO PUBLICITY:**

Seller shall have the right to photograph the merchandise and installation site before, during and after installation. Purchaser consents to Seller's use of such photographs as well as Seller's public reference to this Sales Agreement for Seller's publicity and marketing purposes. Such use and reference may include, without limitation, photographs and mention in Seller's Web site, brochures, and promotional materials.

**21. FAILURE TO TAKE TIMELY DELIVERY / STORAGE FEES / RESTOCKING FEES:**

Purchaser shall make final payment of all amounts due and take delivery of merchandise within 10 days of written notification from Seller that the merchandise is available for pick-up or delivery. Failure by the Purchaser to make final payment and to collect or take delivery of the merchandise within that time period shall not excuse payment of the purchase price by the Purchaser, who in addition to being liable to Seller for all amounts specified in the Creative Tent Quote and these Terms and Conditions, as well as repayment of any volume, cash payment or other discounts included in the Creative Tent Quote, shall indemnify and defend Seller against all losses or claims arising from such failure by Purchaser to deliver final payment and/or to take timely delivery.

Purchaser further agrees that, if Purchaser fails to make final payment and to collect or take delivery of the merchandise within the specified time period, Seller may arrange storage either at Seller's facility or elsewhere on Purchaser's behalf, at Seller's option, with all charges incurred by Seller, including storage, insurance and transport, to be payable by Purchaser. Storage at Seller's facility shall be payable by Purchaser at the rate of \$50 per day. If charges for storage of any merchandise held by Seller for Purchaser's benefit remain unpaid for thirty (30) days, Seller may at any time after that period, upon 30 days' written notice to Purchaser and while such charges remain unpaid, sell and/or dispose of the merchandise, at Seller's sole discretion without further notice to Purchaser and Seller shall not be responsible for the preservation or safekeeping of the merchandise after the sale/disposal date specified in the notice.

Orders from Existing Stock: Purchaser further agrees that, if Purchaser fails to make final payment and to collect or take delivery within the specified time period of any non-custom merchandise ordered from Seller's existing stock, Purchaser shall pay to Seller a restocking charge equal to 15% of Seller's catalogue purchase price for all such merchandise as the reasonable cost of Seller's overhead and labor costs for such re-stocking.

**22. Rated Orders:** Customer acknowledges that Creative Tent International is a US Government Vendor that provides Rated Orders, that by law, stipulates the US Government has the right to demand priority in production lead times to meet government requirements that possibly could effect the delivery of your order.

**23. ACCEPTANCE BY SELLER:**

Name: Creative Tent International, Inc.

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

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

EXHIBIT A  
Engineering Phase Terms

None

Purchaser and Seller agree that the merchandise and/or services listed in the Creative Tent Quote shall be delivered, and payment shall be due, in a two-phase process as described below:

Phase I shall consist of the following:

- Design of 07717\_RS5\_Ashland\_PR\_Pool\_SSP120x120
- Customization
- Stamped (Oregon) Engineering of 07717\_RS5\_Ashland\_PR\_Pool\_SSP120x120 with footing design
- Site Design Illustration

The referenced design and engineering services shall be delivered to Purchaser by Seller within 45 days following the later of (i) the acceptance of the Sale Agreement by Seller; and (ii) Purchaser's payment to seller of the fee for the Phase I services. The Phase I services are hereby designated confidential and proprietary information of Seller, and Purchaser agrees that its receipt and use of same shall be subject to the terms of Paragraph 19 of the Sales Agreement.

The fee for the Phase I services shall be \$12,500.00.

Purchaser shall have 180 days following delivery of the Phase I services to deliver a writing to Seller authorizing Seller to proceed with Phase II.

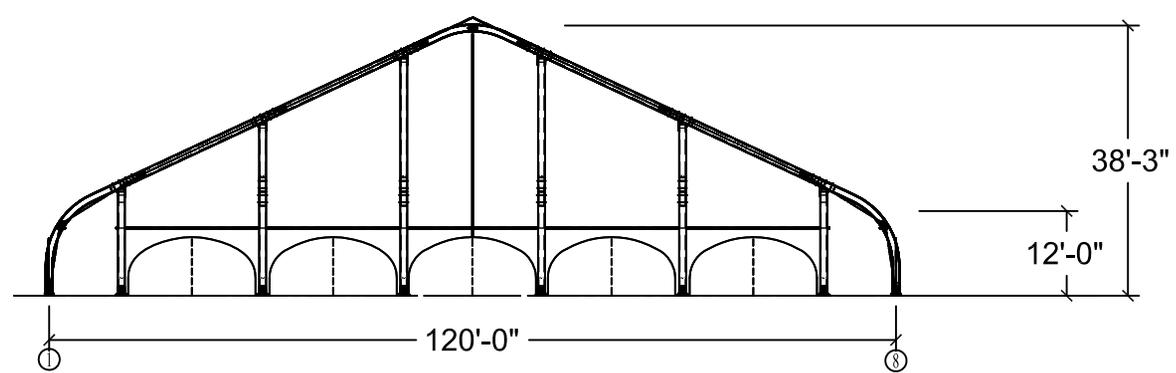
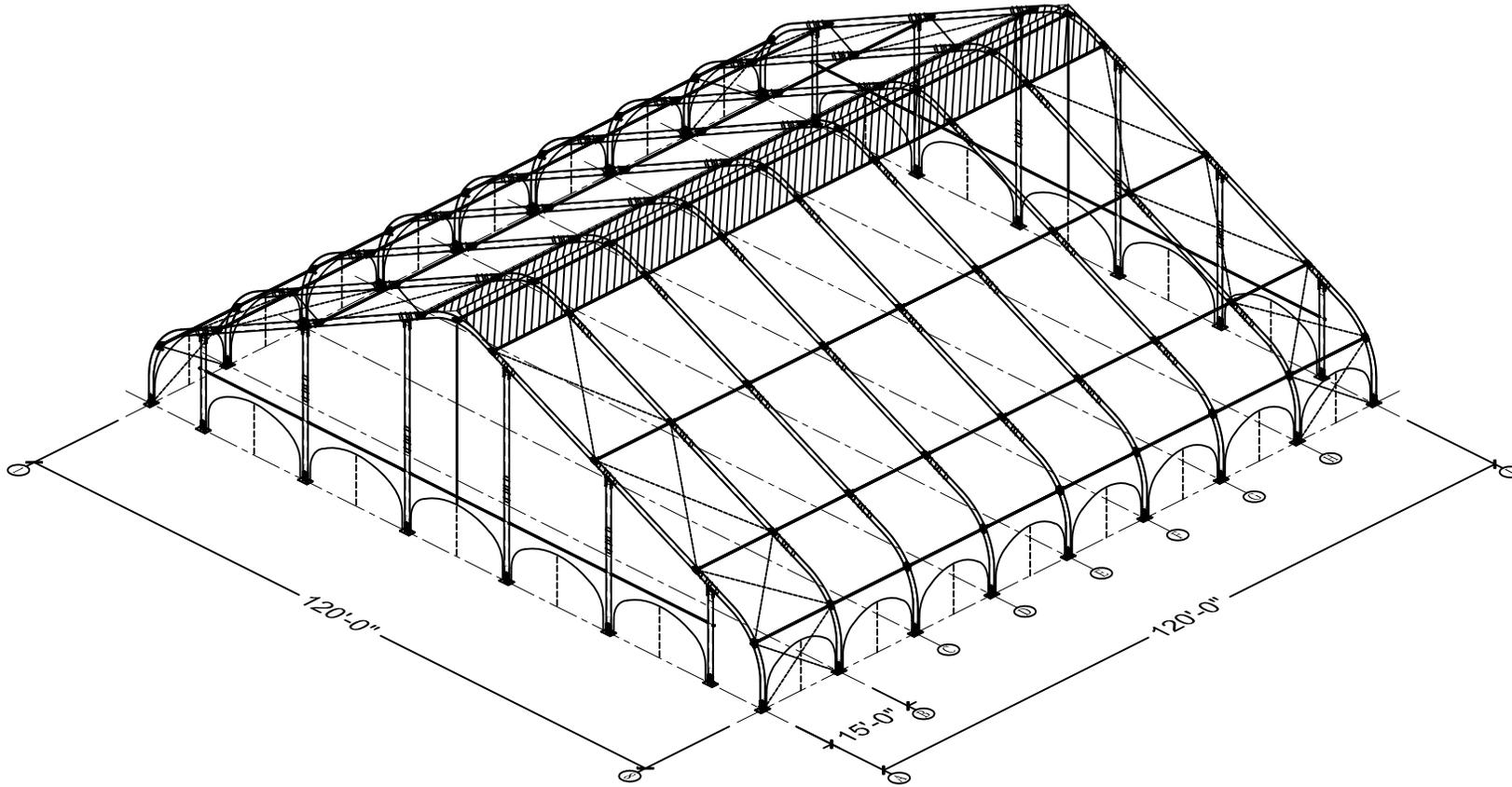
If Purchaser does not provide said authorization within the specified time period, the parties shall not proceed to Phase II, and their respective obligations under the Sales Agreement shall be limited to those associated with Phase I.

If Purchaser does provide said authorization within the specified time frame, the parties shall proceed to Phase II.

Phase II shall consist of the following:

- Manufacture and delivery of the merchandise listed in the Creative Tent Quote
- Manufacture and delivery of the services (other than the Phase I services) listed in the Creative Tent Quote.

The charge/fee for Phase II merchandise and services shall be the full amount specified in the Creative Tent Quote and the terms of the "Terms and Conditions" of the Sales Agreement, less amounts paid by Purchaser for the Phase I services.



# SHASTA SPORTPLEX™

120'W x 120'L x 12' EAVE x 15' BAYS

PROPRIETARY INFORMATION

THE DATA AND DETAILS SHOWN ON THIS DRAWING ARE PROTECTED BY COPYRIGHT AND SHALL NOT BE USED, DISCLOSED, OR DUPLICATED IN WHOLE OR IN PART FOR ANY REASON, EXCEPT THE EVALUATION TOWARDS PURCHASE, WITHOUT EXPRESS WRITTEN PERMISSION OF CREATIVE TENT INTERNATIONAL

Quote Number

Date: 11/24/14

Drawn By: CJM

SALESPERSON:

REV.	DESCRIPTION	BY	DATE
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