

ORDINANCE NO. 1131

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH COMMUNITY PLANNING WORKSHOP (CPW) FOR PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF THE WILLAMETTE WAYSIDE PROPERTIES MASTER PLAN; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby wishes to develop a master plan for the recently acquired Willamette Wayside Properties both for the public good and also to comply with the requirements of the granting agencies that assisted with the acquisition of the properties; and

WHEREAS, the City wishes to employ The University of Oregon's Community Planning Workshop (CPW), as an independent contractor under a personal services contract for the purpose of carrying out the public input process and producing the resultant master plan; and

WHEREAS, Community Planning Workshop has proposed a personal services contract for preparing the master plan as requested which is acceptable to the City, now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate contract with the Community Planning Workshop for preparation of a master plan for the Willamette Wayside Properties. The copy of said contract is attached hereto and marked as Exhibit "A" and by this reference fully incorporated herein.

Section 2. Emergency Declared.

It being necessary for the health, safety, and general welfare of the citizens of Canby that this master plan be completed as soon as possible, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, December 3, 2003, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, December 17, 2003, commencing at the

hour of 7:30 PM in the Council Meeting Chambers at Canby City Hall in Canby, Oregon.

Chaunee Seifried
Chaunee Seifried
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 17th day of December, 2003, by the following vote:

YEAS 5

NAYS 0

Melody Thompson
Melody Thompson
Mayor

ATTEST:

Chaunee Seifried
Chaunee Seifried
City Recorder

INTERGOVERNMENTAL AGREEMENT

This agreement by and between City of Canby, hereafter known as the "CLIENT", and the Oregon State Board of Higher Education on behalf of the University of Oregon, hereinafter referred to as "UNIVERSITY".

The parties wish to enter into this agreement for the purpose of mutual benefit to the CLIENT and the University of Oregon Community Planning Workshop (CPW), herein referred to as the "UNIVERSITY".

1. STATEMENT OF SERVICE

The cooperative services requested by the CLIENT and provided by the UNIVERSITY are under the management and with the guidance of the UNIVERSITY. Services to be provided to the CLIENT by the UNIVERSITY are identified in ATTACHMENT A of this agreement.

2. PERIOD OF AGREEMENT

This agreement shall be effective when signed by both parties and shall terminate on **August 30, 2004**. Periodic adjustments to this contract may be made throughout the project period when agreed upon in writing by both the CLIENT and UNIVERSITY.

3. CONSIDERATION

The CLIENT agrees to pay the UNIVERSITY the fixed sum of **\$35,376** in general accordance with the budget in ATTACHMENT A (used only for general reference purposes). Subsequent billings will be invoiced to the CLIENT by the UNIVERSITY as per the budget narrative.

4. FUNDS AVAILABLE AND AUTHORIZED

The CLIENT certifies at the time of signing this agreement that sufficient funds are available or will be available and authorized for expenditure to finance costs of this agreement within its current appropriation or limitation.

The CLIENT shall give the UNIVERSITY written notice of any changes in funding availability within thirty (30) calendar days. If funding availability changes, this agreement shall automatically terminate without penalty provided, such termination shall not constitute an event of default under any other provisions of this agreement, but the CLIENT shall be obligated to pay all expenses incurred for work in progress and completed.

5. AMENDMENTS

This agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except in writing and signed by both the CLIENT and the UNIVERSITY.

6. TERMINATION

TERMINATION WITHOUT CAUSE

This agreement may be terminated at any time by mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person to the business contact listed in 12 below. If the CLIENT terminates the contract pursuant to this paragraph, it shall pay the UNIVERSITY for services rendered to the date of termination.

TERMINATION WITH CAUSE

If the UNIVERSITY fails to perform any of its obligations under this contract, within the time and in the manner provided, or otherwise violates any of the terms of this agreement, the CLIENT may terminate the agreement by giving UNIVERSITY written notice stating the reason for the termination. If the CLIENT terminates pursuant to this paragraph, the UNIVERSITY shall be entitled to receive full payment for all service satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered by UNIVERSITY bear to the total services otherwise required to be performed for such total fee.

7. OWNERSHIP OF THE WORK PRODUCT:

The UNIVERSITY, as public entity of the State of Oregon, shall be the owner of the work product, however both the CLIENT and the UNIVERSITY and shall be entitled to possession of any computations, plans, correspondence, or other pertinent data and information gathered by or computed by UNIVERSITY prior to termination of this agreement or upon completion of the work pursuant to this agreement

8. ACCESS TO RECORDS

The CLIENT, the Secretary of State's Office of the State of Oregon, and the Federal Government if funding for this agreement is from Federal sources, and their duly authorized representatives shall have access to the books, documents, papers, and records of the UNIVERSITY which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts, and transcripts.

9. NONDISCRIMINATION

The UNIVERSITY agrees to comply with all applicable federal, state, and local laws, and regulation on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.

10. INSURANCE

The UNIVERSITY, as an agency of the State of Oregon, is self-insured and maintains adequate and appropriate types of insurance coverage in amounts no less than state law requires for workers compensation, comprehensive general liability covering both bodily injury and property damage, and automobile liability covering both bodily injury and property damage. Should CLIENT require that additional insurance coverage beyond State of Oregon levels be maintained throughout the term of this agreement, CLIENT agrees to reimburse UNIVERSITY for the additional cost as determined by the State Risk Management office.

The UNIVERSITY, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

11. INDEMNIFICATION

Subject to the constraints and limitations of Oregon Constitution, Article XI, Section 7, and Oregon Revised Statutes 30.260, et seq., the UNIVERSITY hereby waives, and agrees to indemnify, defend, and hold harmless the CLIENT, their present and former officers, employees, agents, and members, from any claim, loss, cost, expense, or liability of any kind including reasonable attorney fees and expenses arising out of or connected with this contract or the project, including, without limitation, product liability claims relating to products based on the

work under the project, unless such claim is due solely to the negligence of the CLIENT. The CLIENT shall promptly notify UNIVERSITY of any such claim and shall cooperate with UNIVERSITY and its insurance carrier in the defense of the claim. UNIVERSITY agrees to consult with the CLIENT regarding the defense of such claim and to submit any proposed settlement to the CLIENT in advance for its approval.

CLIENT hereby waives, and agrees to indemnify, defend, and hold harmless the UNIVERSITY and its present and former officers, directors, government board members, faculty staff, students from any claim, loss, cost, expense, or liability of any kind including reasonable attorney fees and expenses arising out of or connected with this contract or the project, including, without limitation, product liability claims relating to products based on the work under the project, unless such claim is due solely to the negligence of the UNIVERSITY. The UNIVERSITY shall promptly notify CLIENT of any such claim and shall cooperate with CLIENT and its insurance carrier in the defense of the claim. CLIENT agrees to consult with the UNIVERSITY regarding the defense of such claim and to submit any proposed settlement to the UNIVERSITY in advance for its approval.

12. WAIVER

The failure of the UNIVERSITY to enforce any provision of this agreement shall not constitute a waiver by the University of that or any other provision of this agreement.

13. NOTICE AND REPRESENTATIVES

Invoices and communications concerning the work to be performed under this agreement shall to sent to:

CLIENT

Matilda Deas
Project Planner
City of Canby
182 N. Holly Street
Canby, OR 97013
(503) 266-9404

UNIVERSITY

Robert Parker (technical contact)
Community Planning Workshop
1209 University of Oregon
Eugene, Oregon 9 7403-1209
Tel. (541) 346-3801

Lin Reilly
Office of Research Services
and Administration
5219 University of Oregon
Eugene, OR 97403-5219
Tel. (541) 346-2395

Amendments or other changes to this agreement will not be effective unless signed by the UNIVERSITY, CLIENT Contracting Officers.

14. MERGER CLAUSE

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR

Scope of Work: City of Canby Willamette Wayside Master Plan

BACKGROUND

Over the past decade, the City of Canby has invested considerable effort in planning and developing its park system. In 2001 and 2002, the City of Canby purchased two key sites central to its park system vision: the Log Boom site and the Fish Eddy site. Both of these sites are outside the city's urban growth boundary (UGB) and are connected to the City's park system through the logging road pedestrian and bicycle trail. The total Willamette River frontage controlled by the City now exceeds 5000 feet. Opportunities exist to link this site with other city-owned sites as well as Molalla River State Park. These linkages are consistent with the "emerald necklace" concept described in the Canby Park Acquisition Plan.

A general vision for the Willamette Wayside Properties is insufficient—and inconsistent with language in the conservation easement for the Fish Eddy property which requires development of a management plan. To initiate the Master Planning process, the City contracted with the University of Oregon's Community Planning Workshop during the summer of 2003 to complete a scoping project which included a site inventory and identification of issues and opportunities that should shape the master plan as well as the master planning process.

This work program describes how the University of Oregon's Community Planning Workshop will work with the City, the Willamette Wayside Steering Committee, and Canby residents to develop a master plan for the Willamette Wayside properties.

PROJECT APPROACH

This scoping project provided baseline data for the master management plan for the Willamette Wayside Properties and other properties owned by the City of Canby. More specifically, the scoping project evaluated the configuration of the properties as well as legal, biological, and other issues in a preliminary effort to identify key issues and perform initial inventory work will set the stage for a more comprehensive and thorough master planning process.

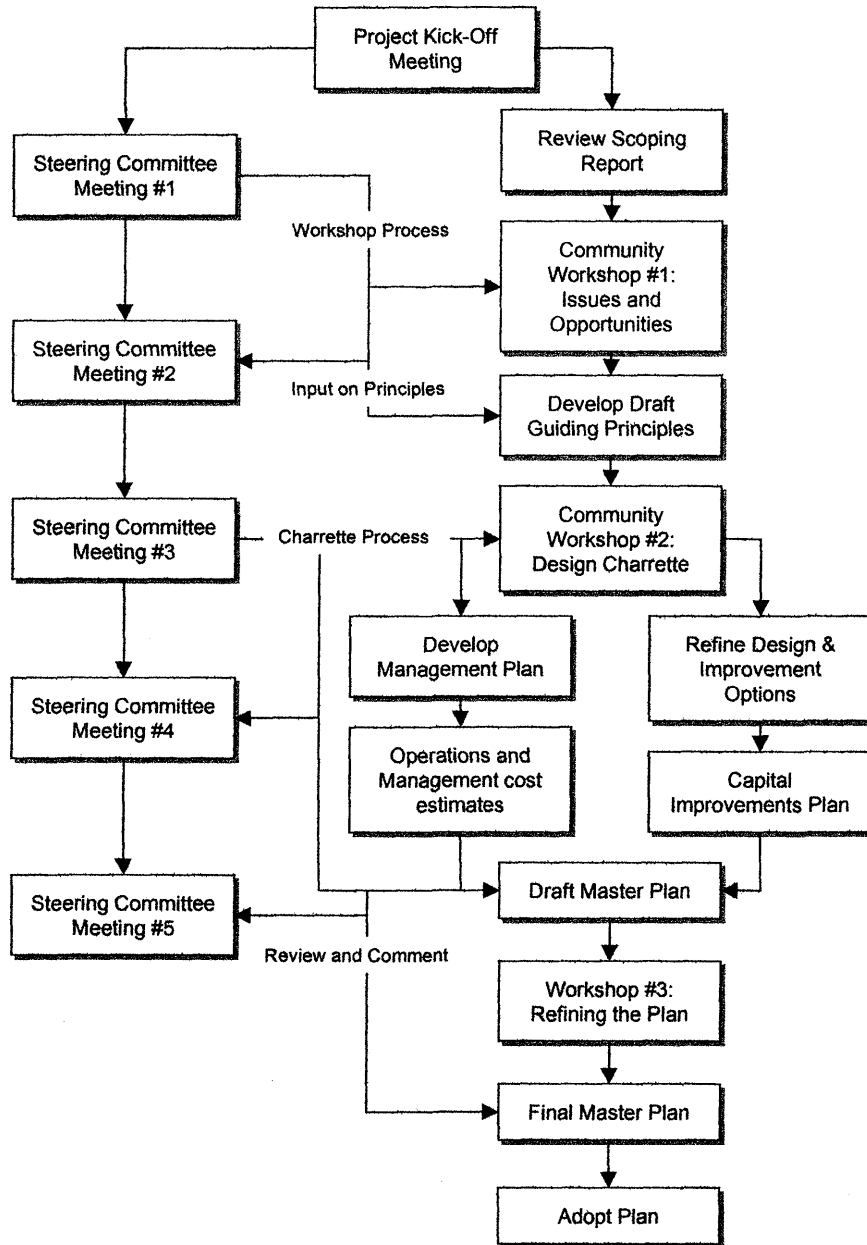
The master planning process will address two broad areas:

- Identification of the type, location, cost, and timing of any capital improvements on the Wayside Properties; and
- Development of operations and management strategies, including an evaluation of restoration potential. This will also include estimates of ongoing management and operations costs.

The project steering committee placed a strong emphasis on public involvement in the development of the Master Plan. CPW proposes to gather public input through a series of

community workshops and by continued work through the project steering committee. Figure 1 shows our proposed master planning process.

Figure 1: Proposed Master Planning Process



CPW will begin the process with a kick-off meeting to go over the work program and schedule. We then divide the process into two branches: steering committee meetings and the public involvement / technical work. As Figure 1 shows, there is a direct relationship between each steering committee meeting and the public / technical process.

This project requires an interdisciplinary team. It includes process and technical components that are related to planning and design-related components. We have invited Jerry Deithelm, Professor Emeritus of the Landscape Architecture Program at the University of Oregon to assist with the design work. The CPW team will include 2-4 students from the Landscape Architecture Program at the University of Oregon. These students will be responsible for developing conceptual plans for proposed improvements.

PROPOSED WORK PROGRAM

The CPW team will work under the direction of Robert Parker, CPW Director. The CPW team will include graduate students from both the Community and Regional Planning and Landscape Architecture Programs at the University of Oregon.

Task 1. Project Kick-Off

After the execution of an intergovernmental agreement, the CPW team will meet with representatives of the City of Canby and the previously established Project Advisory Committee to clarify project goals and objectives, and adjust the project approach, schedule and budget accordingly. We anticipate that the Committee will continue to meet at 4-6 week intervals to provide guidance and feedback to the CPW team in the development of the Master Plan.

Product(s): Advisory Committee meetings and meeting minutes

Meetings: 1 kick off meeting; 4-5 with Advisory Committee

Task 2: Refine and Implement Community Involvement Strategy

CPW will work with City staff to organize and facilitate a series of community workshops to involve Canby residents in the planning process for the Wayside properties. The community workshops intend to assess community need, identify management goals, and capital improvement priorities on Wayside. Following is a description of each workshop.

- **Community Workshop #1:** The purpose of the first community workshop is to identify issues and opportunities. The meeting is intended as a forum for community members to provide input and feedback regarding the findings from the scoping report and for CPW to validate the issues identified in the scoping report. Workshop #1 is tentatively scheduled for February or March 2004.
- **Community Workshop #2:** The second community workshop will be run as a design charrette, the purpose of which is to synthesize the ideas and interests of community members, advisory committee members, and other interested groups by brainstorming and evaluating multiple design options for the property. This meeting will result in a set of management and development projects that will be reflected in some for in the Master Plan. The charrette should occur after completion of the first Community Workshop series, either in March or April 2004.
- **Community Workshop #3:** The third community workshop will occur after the draft management policies and conceptual designs are completed. The purpose of this workshop is to allow community members provide final input on the designs and management policies—but not to identify alternatives (which will be identified in Workshop #2 and discussed at the steering committee level). This meeting will result in refined conceptual designs and management policies and will be the last community workshop before the Master Plan is completed.

Product(s): Community workshops, meeting summaries

Meetings: Two community meetings and one design charrette.

Task 3: Develop Conceptual Site Plan

The conceptual site plan provides a comprehensive framework for use of the Wayside properties to meet the City of Canby's park and recreation needs. To develop a conceptual

site plan for the Wayside properties, CPW will organize and facilitate a community design charette. The intent of the charette (Community Workshop #2) is to synthesize the ideas and interests of community members, advisory committee members, and other interested groups by brainstorming and evaluating multiple design options for the property. CPW will then work with City Staff and the Advisory Committee to evaluate the design proposals and identify a conceptual site plan. The conceptual site plan will include a series of conceptual drawings that graphically detail the proposed improvements.

Product(s): Conceptual site plan

Meetings: 1 community meeting; 1 advisory committee meeting

Task 4: Develop Capital Improvement Program

After developing a conceptual site plan for Wayside properties, CPW will work with City staff and the Advisory Committee to develop a capital improvement program that identifies priority improvements and estimates project costs and target completion dates. The program can be expressed in a series of goals and objectives and associated management actions, necessary to make the improvements identified through the conceptual site planning process. The goals and objectives will be consistent with City's Park and Recreation Master Plan and will reflect the interests identified throughout the site master planning process.

Capital improvements include projects necessitating the use of resources, human and material, to achieve the identified goals for development and use of Wayside properties. Improvements include projects such as trail construction, invasive species removal, habitat protection and maintenance, ecological restoration, as well as providing basic parks and open space amenities such as benches, viewing areas, and waste facilities. The program will include an implementation schedule highlighting targeting initiation and completion dates for the improvements.

Product(s): Capital improvement program included in Site Master Plan document

Meetings: One with advisory committee

Task 5: Develop Park Operation and Maintenance plan

After identifying a conceptual vision for use of Wayside properties and a capital improvement strategy, the next step in the master planning process is the development of an operations and maintenance plan. This plan will elaborate on the implementation of the management strategy for the site, specifying staffing requirements and costs as well as operation standards to execute park improvements and meet service needs.

Additionally, the operation and maintenance plan must address management issues regarding human access and natural resources on site. It will provide a management strategy for park maintenance of the built infrastructure, including trail development and maintenance, river access, transportation, parking, and other basic park amenities (waste disposal). It will also include a natural resources plan for vegetation and wildlife

management – which may include invasive species removal and protection of critical habitat areas such as riparian buffers and wetlands.

Product(s): Park operating and maintenance plan included in Site Master Plan document

Meetings: One with advisory committee

Task 6: Identify Funding Partners and Opportunities

CPW will identify a range of possible local, state, federal, and private funding strategies to provide the resources necessary for park improvements, operation, and maintenance. Having identifying projected park improvement costs and priorities as well as operation and maintenance needs, CPW will explore likely partners and contributors to all or part of the capital improvement program.

Product(s): Findings included in Site Master Plan document

Meetings: none

Task 7: Prepare Site Master Plan Document

The results of the above tasks will be organized into a final document that clearly identifies a management vision for Wayside, as well as the costs and phasing of any proposed capital improvements. This document will serve as the management tool for executing short and long-term park improvements and establishing operations and maintenance upgrades. The Site Master Plan will include:

- Site and project background,
- site inventory,
- site evaluation,
- summary of community involvement process,
- conceptual plan,
- Capital Improvement Plan,
- Maintenance and Operation Plan,
- funding strategies.

CPW will provide City staff and the advisory committee with copies of the draft Master Plan for review and comment. We will provide approximately two weeks for comments. The City will be responsible for resolving any conflicts that exist among the comments. CPW will revise the draft Master Plan based on the comments and will provide the City with 10 bound copies of the plan.

Product(s): Master Plan document

Meetings: One final presentation to Advisory Committee and/or Canby Parks Commission.

PROJECT SCHEDULE

Table 1 presents our proposed project schedule. CPW proposes to initiate work on the project in December 2003 and to complete the project by August 2004.

Table 1. Proposed Schedule

| Task | Description | Schedule |
|-------------|--|-----------------|
| 1. | Refine the work program | Weeks 1 – 4 |
| 2. | Conduct community workshops | Weeks 4 – 20 |
| 3. | Develop conceptual plan | Weeks 4 – 16 |
| 4. | Develop capital improvement program | Weeks 8 – 20 |
| 5. | Develop operation and maintenance plan | Weeks 10 – 20 |
| 6. | Identify funding options | Weeks 16 - 22 |
| 7. | Prepare Parks Master Plan | Weeks 20 - 28 |

PROPOSED BUDGET

Table 2 shows the project budget. CPW proposes to complete the tasks described in the work program for a fixed fee of \$35,376.

Table 2. Proposed Budget

| Category | Hours | Amount |
|-------------------------------------|--------------|------------------|
| Labor | @\$40/hr | |
| Task 1. Kick-off meeting | 20 | 800 |
| Task 2. Public involvement | 120 | 4,800 |
| Task 3. Conceptual design | 160 | 6,400 |
| Task 4. Capital improvement program | 60 | 2,400 |
| Task 5. Management plan | 120 | 4,800 |
| Task 6. Funding plan | 50 | 2,000 |
| Task 7. Final Master Plan | 100 | 4,000 |
| Subtotal | 630 | \$ 25,200 |
| Direct | | |
| Printing | | 400 |
| Postage | | 50 |
| Travel | | 1,000 |
| Phone | | 150 |
| Subtotal | | \$ 1,600 |
| University Overhead (@32%) | | \$ 8,576 |
| Total | | \$ 35,376 |

CPW will bill Canby according to the payment schedule in Table 3.

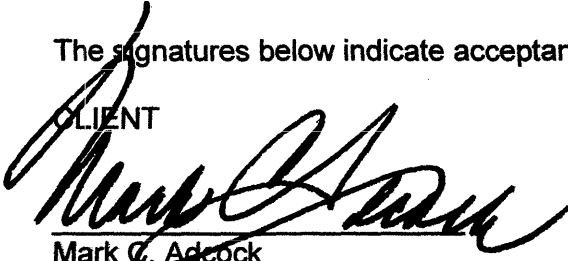
Table 3. Payment schedule

| Product | Approximate completion date | Amount |
|---|-----------------------------|----------|
| Completion of 1 st public workshop | February 2003 | \$3,000 |
| Completion of 2 nd public workshop | April 2003 | \$6,000 |
| Draft conceptual design, CIP, management plan | May 2003 | \$6,000 |
| Draft Master Plan | June 2003 | \$10,000 |
| Final Master Plan | August 2003 | \$10,376 |

WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CLIENT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

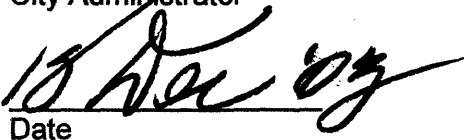
The signatures below indicate acceptance of the terms and conditions of this agreement.

CLIENT



Mark C. Adcock
City Administrator

Date



UNIVERSITY OF OREGON

Office of Research Services and
Administration

Date