

ORDINANCE NO. 1302

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH COMMUNITY PLANNING WORKSHOP (CPW) FOR PROFESSIONAL SERVICES TO UPDATE THE CITY'S PARK MASTER PLAN AND PARK ACQUISITION PLAN; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby wishes to update its current Park Master Plan and Park Acquisition Plan with a specific focus on evaluating the feasibility of a community center and sports complex; and

WHEREAS, the City has previously employed the University of Oregon's Community Planning Workshop (CPW) as an independent contractor for projects within the City and wishes to employ CPW again for this project; and

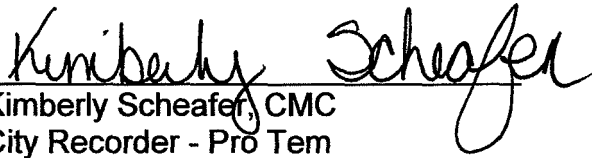
WHEREAS, CPW has proposed a contract for updating the two plans which is acceptable to the City, now therefore,

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. Purchase Authorized. The Mayor and Canby City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby and on its behalf, a contract with Community Planning Workshop for updating its current Park Master Plan and Park Acquisition Plan with a special focus on evaluating the feasibility of a community center and sports complex. A copy of said contract is attached hereto as Exhibit "A" and by this reference incorporated herein.

Section 2. Emergency Declared. Inasmuch as it is necessary to proceed as quickly as possible with the project to update these plans for the use and benefit of the City, and for the general welfare of the residents, an emergency is hereby declared to exist and this ordinance shall take effect immediately after final reading and enactment by the Canby City Council.

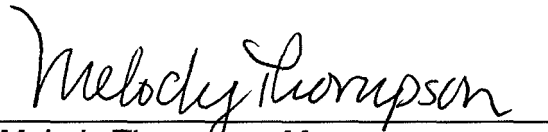
SUBMITTED to the Canby City Council and read the first time at a special meeting thereof on January 7, 2009, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on January 21, 2009, commencing at the hour of 7:30 P.M. in the Council Meeting Chambers at 155 NW 2nd in Canby, Oregon.


Kimberly Scheafer, CMC
City Recorder - Pro Tem

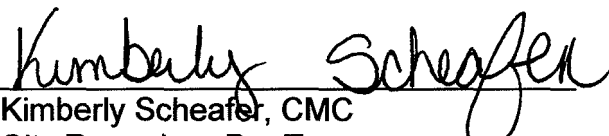
PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 21st day of January, 2009, by the following vote:

YEAS 4

NAYS 0


Melody Thompson, Mayor

ATTEST:


Kimberly Scheafer, CMC
City Recorder - Pro Tem

~~EXHIBIT "A"~~
SERVICES AGREEMENT - 15025

This Agreement is entered into by and between the City of Canby, Oregon, hereafter known as the "CLIENT", and the State of Oregon acting by and through the Oregon State Board of Higher Education on behalf of the University of Oregon, hereinafter referred to as "UNIVERSITY,".

1. STATEMENT OF SERVICE

Services to be provided to the CLIENT by the UNIVERSITY are identified in EXHIBIT A of this Agreement

2. PERIOD OF AGREEMENT

This agreement shall begin on December 15, 2008 and shall terminate on November 30, 2009. Periodic adjustments to this contract may be made during its term when agreed upon in writing by both the CLIENT and UNIVERSITY.

3. CONSIDERATION

The CLIENT agrees to pay the UNIVERSITY the fixed price sum of \$40,000 for performance of the work as described in EXHIBIT A. CLIENT shall make payments to UNIVERSITY according to the following schedule:

Payment schedule:

\$13,333	June 30, 2009 upon completion of phase 1
\$13,333	August 31, 2009 upon completion of phase II
\$13,334	November 30, 2009 upon completion of final phase III

Payments are to be submitted to the UNIVERSITY business contact named in Article 11. Payments are due from CLIENT within 30 days of receipt of invoices. CLIENT shall also reimburse UNIVERSITY for travel expenses as set forth in Exhibit A.

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 cover all payments required under this agreement within CLIENT'S current appropriation or limitation.

5. AMENDMENTS

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

6. TERMINATION

A. TERMINATION WITHOUT CAUSE

This Agreement may be terminated 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 Section 11 below. If the CLIENT terminates this Agreement pursuant to this paragraph, it shall pay the UNIVERSITY for services rendered and work performed up to the date of termination.

B. TERMINATION WITH CAUSE

If the UNIVERSITY fails to perform any of its obligations under this Agreement within the time and in the manner provided, or otherwise violates any of the terms of this Agreement, the CLIENT may terminate this Agreement by giving UNIVERSITY written notice stating the reason for the termination.

7. OWNERSHIP OF THE WORK PRODUCT

All work product produced by UNIVERSITY under this Agreement shall be the property of UNIVERSITY. UNIVERSITY grants to CLIENT a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, any such work product.

All work product produced by CLIENT under this Agreement shall be the property of CLIENT. CLIENT grants to UNIVERSITY a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and otherwise use such work product for UNIVERSITY purposes.

For work product jointly produced under this Agreement, CLIENT and UNIVERSITY shall be joint owners and both shall be entitled to reproduce, publish or otherwise use, and to authorize others to use, such work product.

8. NONDISCRIMINATION

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

9. INSURANCE

The UNIVERSITY, as an agency of the State of Oregon, is self-insured under the provisions of ORS Chapter 278.

10. 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.

11. NOTICE AND REPRESENTATIVES

Communications concerning the work to be performed under this agreement shall be sent to:

CLIENT (Technical)
Matilda Deas
City of Canby
PO Box 930
Canby, OR 97013

Phone: (503)266-7001 ext. 223

UNIVERSITY (Technical)
Robert Parker, PhD
CSC Managing Director
Community Service Center
1209 University of Oregon
Eugene, OR 97403-1209
Phone: (541) 346-3801

Invoices and communications in regards to this Agreement shall be sent to:

CLIENT (Business)
Mark C. Adcock
City Administrator
City of Canby
PO Box 930
Canby, OR 97013
Phone: 503-266-4021

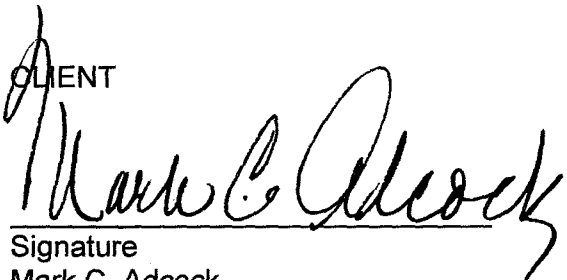
UNIVERSITY (Business)
Olivia Pierce
Sponsored Projects Administrator
Office of Research Services and Admin
5219 University of Oregon
Eugene, OR 97403-5219
Phone: (541) 346-5132

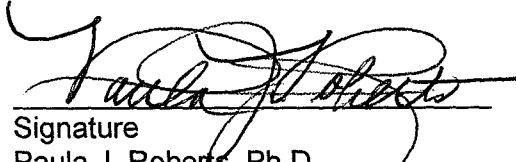
Amendments or other changes to this Agreement will not be effective unless signed by the UNIVERSITY, CLIENT Contracting Officers.


12. MERGER CLAUSE

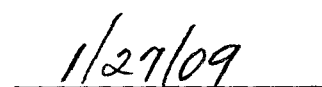
THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF OREGON. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR 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 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.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the Effective Date.

CLIENT

Signature
Mark C. Adcock
City Administrator

UNIVERSITY OF OREGON

Signature
Paula J. Roberts, Ph.D.
Associate Vice President & Director,
Office of Research Services and
Administration


Date


Date

Tax ID No. 93-6002130

Tax ID No. 48-1278531

Exhibit A: Scope of Work

CANBY PARKS MASTER PLAN AND ACQUISITION PLAN UPDATE: CANBY COMMUNITY CENTER MARKET AND FEASIBILITY ANALYSIS

As the City of Canby prepares to update its Park Master Plan and Park Acquisition Plan, and in light of current public interest in having a community center and sports complex, a number of key decisions regarding providing and funding parks and recreation services need to be made. Several groups are involved in or interested in the delivery of these services in the community including: the City, the School District, the YMCA, the Canby Area Park and Recreation District, and Canby Kids. Key issues include funding, governance, and coordination. Because of the complexities involved in addressing these issues, the City hired the Community Planning Workshop at the University of Oregon to facilitate two workshops in late 2007.

The Canby Parks Master Plan was last updated in 2000; the Parks Acquisition Plan was completed in January 2002. This memorandum provides a broad outline of how CPW would approach an update of these two plans with a specific focus on evaluating the feasibility of a community center and sports complex.

Project Approach

The project would begin with a review of the Canby Parks Master Plan and the Canby Parks Acquisition Plans. CPW would work with City staff and stakeholders to identify key areas of these two plans that the project should focus on. The project would include three phases:

- Phase I: Plan Review and Assessment – Review existing plans and work with City staff and stakeholders to identify needed updates.
- Phase II: Market Analysis – Review various socio-economic data and conduct community outreach to evaluate demand for parks facilities, with a specific emphasis on demand for a community center. This will result in an update of chapters 2, 9, and 10 of the Canby Parks Master Plan as well as Chapter 3 of the Canby Parks Acquisition Plan. Additionally, this phase would include an updated inventory of sports facilities in Canby. This phase would also include a review of potential sites for a community center and sports complex.
- Phase III: Feasibility Assessment and Plan Updates – This phase would include a financial feasibility assessment for the community center and sports complex. These projects would potentially be included in the parks capital improvement program.

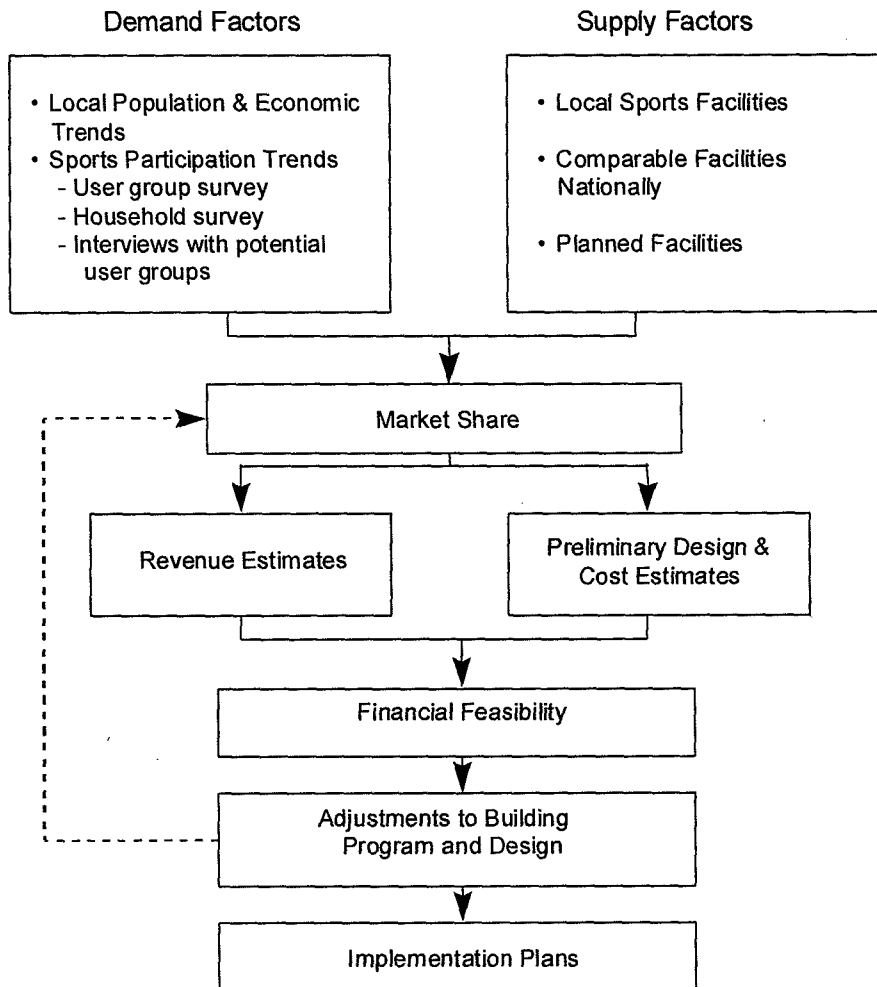
CPW anticipates that the City will adopt the revised chapters into the appropriate plans. The financial analysis may also result in a need to review the Parks Systems Development Charge (SDC) ordinance.

Because a big portion of the technical analysis will focus on market and feasibility assessment, it is worth describing this component in more detail here. Market and feasibility analyses must consider both *demand* factors and *supply* factors that affect the use and financial viability of the proposed facility. CPW proposes a work program that addresses these relationships as well as provide information on the facility's design. A typical market and feasibility assessment will evaluate the following factors:

- **Demand Indicators** — Demand indicators include information about socioeconomic characteristics of the market area, sports participation rates, and other local data. Secondary data sources are frequently supplemented with household surveys, interviews, or focus group meetings.
- **Inventory of Local Sports Facilities** — This can be considered the supply analysis. The intent is to identify other local facilities that provide similar activities and programs.
- **Analysis of Comparable Facilities** — The analysis of comparables can be thought of as “case study” research. The performance of similar facilities in other cities is very informative in modeling the performance of the proposed facility.
- **Key Amenities** — The design program is important to evaluating the facility’s performance, as well as facility costs.
- **Financial Feasibility** — The last step is to conduct a preliminary feasibility analysis. The assessment is based on the facility *as proposed*. It should include construction, operating, and maintenance cost estimates as well as use and revenue forecasts. The feasibility assessment should also present an *operations break-even* analysis.

Figure 1 shows a conceptual diagram of CPW’s proposed research methodology. The reader should note the relationship between supply and demand factors in determining the market share that the proposed facility would capture. Further, market analyses typically provide information that can be incorporated into the building design that can potentially affect market share.

**Figure 1
Market Analysis**



The project will need to include a more detailed facility concept and design program as well as planning-level cost estimates. This work will need to be completed by a qualified architect and is not included as part of this work program.

This project will result in two main products:

1. Updated chapters of the Canby Parks Master Plan and the Canby Parks Acquisition Plan; and
2. A report summarizing CPW's market and feasibility assessment for a community center in Canby.

Tasks

The CPW team will work under the direction of Robert Parker, CPW Director and Bethany Johnson, CPW Associate Director, and Josh Bruce, a CPW project coordinator. The CPW team will include graduate students from both the Community and Regional Planning program at the University of Oregon.

Phase I: Plan Review and Assessment

Task 1- Project Start Up. After execution of a service agreement, CPW will meet with City staff and the stakeholder committee to clarify the goals and objectives of the project.

Prior to this meeting, CPW will prepare an evaluation of the Canby Parks Master Plan and the Parks Acquisition Plan and present the findings along with recommendations about which sections the project should focus on. We will gather input from the committee and refine the review based on committee input.

Product: Memorandum describing results of plan review

Schedule: Weeks 1-5

Phase II: Market Analysis

Task 2 - Collect and Evaluate Data Describing Demand. CPW will evaluate the demand for a community center and sports complex by analyzing: (1) key socioeconomic trends; (2) current use patterns of other competing facilities in the region and at other selected facilities; (3) participation trends in a variety of sports and recreational activities that could be included as part of the facility; (4) interviews with individuals knowledgeable about community centers; and (5) the results of a mailed survey of potential users. These subtasks are described in detail below.

- **Key socioeconomic trends:** We will use data from the U.S. Census, Oregon Employment Department, and the Bureau of Economic Analysis to describe and analyze population, income, and employment trends in the Oregon Washington over the next 20 years. We will also analyze trends in Portland Metro Region, and the Canby area. These trends are important indicators of potential future demand for a multiple use sports facility.
- **Current use patterns of other community centers in the region:** We will obtain information on operation and use of these facilities by interviewing key management personnel at selected facilities. We will work with staff to identify 3-5 comparable facilities for case study review.
- **Participation trends in a variety of sports and recreational activities that might be included at a community center:** We will identify potential sports and recreational activities in the proposed facility and evaluate participation trends in those areas using the National Sporting Goods Association's participation survey and other related sources.
- **Interviews:** We will supplement our research by interviewing several individuals with specific knowledge about the local, regional, and national markets for sports and recreational activities and facilities.
- **Mailed Survey:** We will conduct a mailed survey of potential users of a community center. Our experience with projects of this type suggest that, often, the best method for acquiring basic information is to survey those who will participate in various activities.

The mailed survey will help estimate the demand for a the proposed facility, and to estimate the number and type of visitors. Analysis of survey results will be an important indicator of the potential for development of a community center. Specifically, the survey will ask respondents about:

- Current sports participation
- Willingness to use a new facility
- Activity-related expenditures
- Desired activities and amenities
- Types of events that would draw them to a community center

The sample will consist of 1,500 randomly-selected households within the CAPRD district boundary. To draw a random sample, we propose to use voter registration lists from the Clackamas County Elections Department.

Completed and returned surveys will be coded and analyzed by Community Planning Workshop using the computer program SPSS. This program provides the capability to cross-tabulate survey responses across two or more questions to facilitate analysis. The survey results will help us to describe, in detail, both the current and anticipated demand for a community center. This data will be compared to our evaluation of other secondary source materials (i.e. participation data and evaluation of comparable facilities) in order to develop estimates of potential use.

Product: Draft updated chapters of the Parks Master Plan

Schedule: Weeks 2-16

Task 3 - Evaluate Competing Supply of Facilities. CPW will describe and evaluate other facilities in the region, such as local school districts, the Canby Parks department, North Clackamas Parks and Recreation District, Tualatin Hills Parks and Recreation District, and other related facilities. We will use information on local facilities that has been collected by the City staff as well as additional data compiled by CPW as a basis for this analysis. CPW will also attempt to identify other planned facilities in the region that might compete with a community center.

Product: Chapter in Market and Feasibility Report

Schedule: Weeks 4-20

Task 4 - Identify Facility Characteristics and Describe Potential Use. Potential visitation to a new community center will depend greatly on the physical characteristics of such a facility. Given the results of Tasks 2 and 3, we will identify a mix of facility characteristics (e.g., size, activities, amenities) that will provide the best chance for both attracting large numbers of users and visitors and insuring the financial feasibility of the facility. CPW will use the survey data and interviews as the basis of this determination. CPW will then meet with the architect to discuss amenity and facility preferences and how these can be integrated into a facility concept.

It is possible that our analysis will result in alternative facility development options. These options will likely vary in terms of type and size of development. We will work with the project architect to develop preliminary cost estimates for the various alternatives. These options will be useful to the client in analyzing the range of development that might be feasible.

Product: Chapter in Market and Feasibility Report

Schedule: Weeks 8-28

Phase III: Feasibility Assessment

Task 5 - Conduct Preliminary Feasibility Analysis. Given our conclusions about important facility characteristics, potential visitation, and potential activity mixes, CPW will then conduct a preliminary feasibility analysis for the preferred development option. This consists of three parts; (1) estimating the construction, and operation costs, and (2) developing a pro-forma operations financial statement, and (3) performing a break-even analysis. We will rely heavily on costs incurred by comparable facilities in conducting this analysis.

This analysis will help identify the economic feasibility of a community center. In addition, we will perform sensitivity analyses on cost variables to identify areas where costs are most sensitive to achieving a break-even point.

Product: Draft Market and Feasibility Report

Schedule: Weeks 24-40

Task 6 - Draft and Final Chapters and Feasibility Report. This project will result in two main products:

1. Updated chapters of the Canby Parks Master Plan and the Canby Parks Acquisition Plan; and
2. A report summarizing CPW's market and feasibility assessment for a community center in Canby.

CPW will provide a pdf copy of the draft chapters and report for review and comment the client group and other interested parties. We will be available to present the draft findings in a meeting with the stakeholder group and other interested parties.

Product: Draft and final products

Schedule: Weeks 32-48

Schedule and Budget

CPW proposes to complete Phase I of the project by June 30, 2009. Phase II would commence during the summer of 2009 and will be completed by November 30, 2009.