

# AGENDA

## CANBY CITY COUNCIL MEETING

January 7, 2009, 7:30 P.M.

Council Chambers  
155 NW 2<sup>nd</sup> Avenue

*Mayor Melody Thompson*

*Council President Walt Daniels  
Councilor Teresa Blackwell  
Councilor Paul Carlson*

*Councilor Randy Carson  
Councilor Tony Helbling  
Councilor Wayne Oliver*

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## CITY COUNCIL MEETING

### 1. CALL TO ORDER

A. Pledge of Allegiance and Moment of Silence

### 2. COMMUNICATIONS

### 3. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

*(This is an opportunity for visitors to address the City Council on items not on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Each citizen will be given 3 minutes to give testimony. Citizens are first required to fill out a testimony/comment card prior to speaking and hand it to the City Recorder. These forms are available by the sign-in podium. Staff and the City Council will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter.)*

### 4. MAYOR'S BUSINESS

### 5. COUNCILOR COMMENTS & LIAISON REPORTS

### 6. CONSENT AGENDA

*(This section allows the City Council to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may be discussed if it is pulled from the consent agenda to New Business.)*

A. Approval of Minutes of the December 10, 2008 City Council Special Meeting & Work Session

B. Approval of Minutes of the December 17, 2008 City Council Regular Meeting

C. Interagency Agreement with Canby Swim Club Pg. 1

### 7. RESOLUTIONS & ORDINANCES

A. Res. 1019, Authorizing Transfer of Appropriations from an Existing Category to Another Existing Category Within the General Fund Pg. 8

B. Ord. 1302, Authorizing Contract with Community Planning Workshop (CPW) for Professional Services to Update the City's Park Master Plan and Park Acquisition Plan Pg. 10

### 8. NEW BUSINESS

A. Presentation to Councilors Blackwell, Carlson, and Carson

- 9. CITY ADMINISTRATOR’S BUSINESS & STAFF REPORTS**
- 10. CITIZEN INPUT**
- 11. ACTION REVIEW**
- 12. SWEARING IN CEREMONY**
  - A. Swearing in of Mayor and City Councilors
- 13. EXECUTIVE SESSION: ORS 192.660(2)(h) Pending Litigation**
- 14. ADJOURN**

\*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Kim Scheafer at 503.266.4021 ext. 233. A copy of this Agenda can be found on the City’s web page at [www.ci.canby.or.us](http://www.ci.canby.or.us). City Council and Planning Commission Meetings are broadcast live and can be viewed on OCTS Channel 5. For a schedule of the playback times, please call 503.263.6287.

## CITY OF CANBY

### INTERAGENCY AGREEMENT

This agreement is entered into between the CITY OF CANBY, hereinafter referred to as "CITY", a municipal corporation, and Canby Swim Club, Inc., hereinafter called "SERVICE AGENCY". This agreement is made and entered into between these parties on the date of the latest of the signatures hereto.

The purpose of this Agreement is to enable the SERVICE AGENCY to provide services for CITY citizens as described below:

#### I. SCOPE OF SERVICES:

##### SERVICE AGENCY SHALL:

1. Provide training and coaching of competitive swimming to Canby area youth, utilizing the Canby Swim Center, a CITY owned facility, in accordance with the SERVICE AGENCY by-laws and written policies and this AGREEMENT.
2. Compensate the CITY for use of the Canby Swim Center to offset facility maintenance costs and loss of pool time for other revenue-producing activities **according to the addendum "Attachment A"**. Attachment A is provided annually at the conclusion of the City budget process and may be amended by the City upon 60 days notice *only* in the event of a serious budget crisis; otherwise it is in effect unless and until the budget process amends it.
3. Honor all Canby Swim Center written rules and policies regarding the use of the Canby Swim Center office and facility during practices and meets.
4. Ensure that only pre-authorized SERVICE AGENCY members enter "staff only" areas for SERVICE AGENCY business only.
5. Compensate the CITY for half of the maintenance contract for

the copier in the Swim Center office. See "Attachment A" for the current cost.

6. Compensate the CITY for any extra times beyond what is described in this agreement when the SERVICE AGENCY will use the Canby Swim Center. Such extra time will only be available when the Swim Center is not already scheduled for public use. See "Attachment A" for current rates.
7. Provide two lifeguards at every swim meet, either by hiring the guards privately or compensating the CITY for said guards. Wage information for the guards is determined through the annual budget process. See "Attachment A" for the current wage information.
8. Compensate the CITY for use of the Swim Center facility for the CBSL meet at the rate described in "Attachment A".
9. Provide Canby Swim Center staff with a schedule of SERVICE AGENCY events **at least 30 days and preferably 60 days in advance so that staff can arrange scheduling.**

CITY SHALL:

1. Maintain and schedule the Canby Swim Center facility in such a fashion that the broadest spectrum of the community can use and enjoy its programs.
2. Guarantee SERVICE AGENCY use of the facility from 3 PM to 5:30 PM Monday through Friday for the year except during High School swim season when the SERVICE AGENCY has use of the facility from 4:30 PM to 7:00 PM. The SERVICE AGENCY also has use of the facility from 7 AM to 9:30 AM each Saturday and one lane every morning during the facility's normal public lap swim. The SERVICE AGENCY may have 10 meets on Saturdays that are completed and cleaned up by 12:00 noon. The SERVICE AGENCY may also have four swim meets each year that will affect the Canby Swim Center public schedule. The cost for running meets will be the cost of

two lifeguards, and the facility is to be cleaned up after each meet. All meets must be scheduled with the CITY Swim Center management staff 60 days in advance. Any and all pool time beyond the above schedule will be purchased by the SERVICE AGENCY at rates described in "Attachment A", which is updated with each budget year to cover CITY costs.

3. Maintain the facility in a safe, professional, and healthful fashion.
4. Meet regularly with SERVICE AGENCY members to ensure that any problems are resolved quickly, to effect the best possible communication, and to address common concerns and work together to improve the ability of both parties to serve their constituents. *These meetings should take place at least once a month.*
5. Make every effort to schedule Canby Swim Center programs in such a way that the SERVICE AGENCY program can be successful without jeopardizing the financial health of the Canby Swim Center operation or causing undue disruption of the facility's availability to the general public.

II. INDEMNITY: The SERVICE AGENCY shall indemnify, save, and hold harmless the CITY and all of its agents and employees from any and all claims for losses, injuries, damages and liabilities to persons involved in sanctioned SERVICE AGENCY activities occasioned wholly or in part by the acts or omissions of the SERVICE AGENCY, its agents, officers, and employees while using CITY facilities or otherwise while performing its activities in agreement with the CITY.

III. INSURANCE: If required by the CITY, the SERVICE AGENCY shall provide a public liability insurance policy naming the CITY as an additional insured in an amount on one million dollars (\$1,000,000), combined single limit including bodily injury and property damage. Such insurance provided by the SERVICE AGENCY, and naming the CITY as an additional insured, is for coverage during SERVICE AGENCY activities, occasioned wholly or

in part by the acts or omission of the SERVICE AGENCY, its agents, officers, participants, and employees while using CITY facilities or otherwise performing its activities in agreement with the CITY.

- IV. **BREACH OF CONTRACT:** In the event of any breach of any of the terms or provisions of this AGREEMENT, the CITY will notify the SERVICE AGENCY of the breach. The SERVICE AGENCY will be given 30 days to remedy the breach. If the breach is not remedied within 30 days the CITY shall have the right, in addition to any other recourse, to immediately terminate this AGREEMENT, to enter and obtain possession of any CITY owned facilities being utilized by the SERVICE AGENCY under this AGREEMENT, to remove and exclude any and all persons from said facilities and to remove and exclude all property of the SERVICE AGENCY therefrom, all without service of notice or resort to legal process and without any legal liability on its part.

In the event the breach of the AGREEMENT creates a risk of serious harm to either persons or property, the CITY may immediately terminate this AGREEMENT and enter and take possession of any CITY owned facilities being utilized by the SERVICE AGENCY under this AGREEMENT, remove and exclude any and all persons from said facilities and remove and exclude all property of the SERVICE AGENCY therefrom.

- V. **INSPECTION BY CITY:** The CITY shall have the right to make inspections of its facilities and equipment at any reasonable time with prior reasonable notice to ensure compliance with this AGREEMENT.
- VI. **SAVINGS:** Should any provision of this AGREEMENT be found to be in conflict with any Federal law, State statute, or final decision of any court of competent jurisdiction, said provision shall be modified to comply with said law or decision, but all other provisions of this AGREEMENT shall remain in full force and effect.
- VII. **AMENDMENT BY MUTUAL AGREEMENT:** The parties hereto may, upon mutual agreement, amend the terms and conditions herein.

VIII. TERMINATION: Either party may terminate this AGREEMENT upon ninety (90) days prior written notice, with or without cause. The SERVICE AGENCY agrees that it will deliver any CITY facilities or property including any permanently attached accessories or improvements to the CITY at the termination of this AGREEMENT is as good a condition and state of repair as when received, except for ordinary wear and tear or loss or damage caused by an act of God. CITY acknowledges that the timing system display is the property of the SERVICE AGENCY.

IN TESTIMONY of which, this AGREEMENT has been executed on behalf of the CITY by its Mayor and attested by its City Administrator and has been executed by or on behalf of the above named SERVICE AGENCY on this 8<sup>th</sup> day of December (month), 2008 (year).

SERVICE AGENCY:

CITY OF

CANBY:

Lynn M. Olsen, name

\_\_\_\_\_  
Mayor

President, title  
Canby Gator Swim Club

\_\_\_\_\_  
City Administrator

DATE: 12-8-08

\_\_\_\_\_  
DATE:  
\_\_\_\_\_

**AMENDED ATTACHMENT "A"**  
**CITY OF CANBY INTERAGENCY AGREEMENT**  
**CANBY SWIM CLUB, INC.**

**For the budget year 2008-2009** the base cost for operating the Canby Swim Center is \$48.00 per hour. This is the cost to "open the doors." Further, a cost of service study has determined that the cost of servicing the Swim Club is \$15,285 for the year. In Section I, items A through C are options for in-kind service that can be performed to offset the cash portion of this agreement. The Swim Club must notify the City in writing by October 1, 2008 which option(s), if any, they will utilize. The balance will be due in three equal payments December 15, 2008; February 15, 2009; and May 15, 2009.

- A. Pool maintenance: Each year the pool closes for extensive maintenance. The Club could provide four people, each subject to the facility manager's approval, for one forty-hour period to assist with this maintenance. This would deduct \$1,440 from the above total.

Corporate sponsorships: Both the Swim Club and the Swim Center could benefit from cultivating sponsorship opportunities in the community, but the Swim Center staff resources have prevented us from providing the legwork necessary for the support of such a venture. The Club could work with Swim Center staff and the Library and Park Director to develop and implement a plan with resulting revenue divided in some manner agreeable to each party.

Distribution of schedules: The club could distribute swim schedules to area clinics for their waiting rooms. This would deduct \$9.00 per hour that will be calculated at each payment due date.

- II. The Canby Swim Club will pay \$300.00, as well as providing their own paper for use of the pool copy machine.
- III The Canby Swim Club may have a fifth swim meet that will affect the Canby Swim Center Schedule.
- IV. The current rate to purchase extra time using the facility is \$48.00 per hour.
- V. The current wages and benefits for lifeguards is \$11.00 per hour.
- VI. The Canby Swim Club may have 10 meets on Saturdays or Sundays that are completed and cleaned up by 12:45pm.



## VII. STORAGE SPACE:

The CITY will provide free storage space for the SERVICE AGENCY, as has been done for several years. This storage will be approximately 200 square feet and will be located in a storage shed outside the Swim Center building.

The storage area will be kept neat and orderly by the SERVICE AGENCY. Nothing flammable or of an unsafe nature will be stored. No structural changes can be made to the storage facility without permission of the CITY.

Any keys that are given to the SERVICE AGENCY for access to this building will be the responsibility of the President of the SERVICE AGENCY and will not be given out to anyone other than persons who are authorized to access the storage facility. The Swim Center staff will be provided with a list of authorized persons.

Should the CITY require the storage area for CITY purposes, the SERVICE AGENCY will be notified at least 90 days in advance of the change. The CITY will endeavor to work with the SERVICE AGENCY to find alternative storage space.

## VIII. SHARED EQUIPMENT:

The CITY and SERVICE AGENCY share equipment whenever it makes sense to do so. Shared equipment is purchased and maintained on a 50-50 basis. The parties will meet annually during **September** to discuss the shared equipment and plan for maintenance and replacement so that both parties can budget the needed funds. A list of shared equipment will be maintained by both the CITY and the SERVICE AGENCY and updated annually.

SERVICE AGENCY:

CITY OF

CANBY:

Lynn M. Olsen name

\_\_\_\_\_  
Mayor

President, title  
Canby Gator Swim Club

\_\_\_\_\_  
City Administrator

DATE: 12-8-08

\_\_\_\_\_  
DATE:  
\_\_\_\_\_

# MEMORANDUM



**TO:** *Honorable Mayor Thompson and City Council*  
**FROM:** *Sue Engels, Finance Director*  
**DATE:** *December 29, 2008*  
**THROUGH:** *Mark C. Adcock, City Administrator*

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Issue: The City Council wishes to pay for tree lighting expenses in Wait park and the building permit fees for the Vietnam Memorial. A transfer from general operating contingency to a budgeted expense category is needed to balance the General fund.

Synopsis: Contingency funds are available for unforeseen expenses. However, expenditures are not made directly from contingency. Transfers must be made to an existing appropriation category. This can be accomplished by resolution of the Council.

Recommendation: Approve Resolution 1019 which transfers general operating contingency in the General Fund to the correct existing appropriation to cover expenditures approved by motion of the Council.

Attached: Resolution 1019

**RESOLUTION NO. 1019**

**A RESOLUTION AUTHORIZING TRANSFER OF APPROPRIATIONS FROM AN EXISTING CATEGORY TO ANOTHER EXISTING CATEGORY WITHIN THE GENERAL FUND**

**WHEREAS**, the City Council wishes to help the Canby Area Chamber of Commerce with expenses related to the tree lighting of Wait Park in the amount of \$2,500.00;

**WHEREAS**, the City Council has expressed their desire for the City to incur expenses relating to Building Department fees associated with the construction of the Vietnam Memorial. Recently those fees were incurred in the amount of \$169.60; and

**WHEREAS**, these expenses were unanticipated at the time the current year budget was adopted; and

**WHEREAS**, funds are available in General Fund Contingency, and the City wishes to keep expenditures within authorized appropriations for all funds,

**NOW THEREFORE, BE IT RESOLVED THAT:**

Section 1. The City Administrator shall transfer or caused to be transferred the following appropriation.

<u><b>FROM</b></u>		<u><b>TO</b></u>	
<b>GENERAL FUND</b>		<b>GENERAL FUND</b>	
Contingency	2,669.60	Materials & Services	2,669.60

This resolution shall take effect on January 7, 2009.

**ADOPTED** by the Canby City Council at a regular meeting thereof on January 7, 2009.

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Melody Thompson, Mayor

ATTEST:

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Kimberly Scheafer, CMC  
City Recorder Pro-Tem

THIS HAS BEEN REVIEWED  
BY THE FINANCE DIRECTOR  
*Shirley Engels*

**DATE:** December 19, 2008

**MEMO TO:** Honorable Mayor Thompson and City Council

**FROM:** Beth Saul, Special Projects Manager and Matilda Deas, Project Planner

**Through:** Mark Adcock, City Administrator

**RE:** IGA with Community Planning Workshop for Park Master Plan update

**Issue:**

The Park Master Plan and Park Acquisition Plan documents that underpin our system development charges are due to be updated, especially since the community has indicated strong interest in a future community center and sports complex, neither of which is strongly addressed in the current plans. Community Planning Workshop, utilizing the skills of University of Oregon graduate students in planning, has done our previous master plans and is up to speed and prepared to take on this updating process and the additional feasibility study that will be needed as we add the community center and sports complex to the capital plan.

**Recommendation:**

Staff recommends approval of Ordinance 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.**

**Background:**

It has been a Council Goal to address a long range plan for parks and recreation facilities, funding, and governance. Staff has included language in past master plans regarding working with the local unfunded park district and various recreation stakeholders such as Canby Kids to address this goal. This master plan update process will include a feasibility study for the community center/sports complex elements that need to be added to the Park Master Plan and help the stakeholder group to further understand what the costs will be and what the citizens will support. In addition, this update will enable staff to also review the system development charges and make sure they are also up to date and properly related to the new plans.

**Fiscal Impact:**

Funds are available in the Park Development Fund for this study.

## **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 2<sup>nd</sup> in Canby, Oregon.

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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 21<sup>st</sup> day of January, 2009, by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

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Melody Thompson, Mayor

**ATTEST:**

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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

UNIVERSITY OF OREGON

\_\_\_\_\_  
Signature  
Mark C. Adcock  
City Administrator

\_\_\_\_\_  
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**

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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.

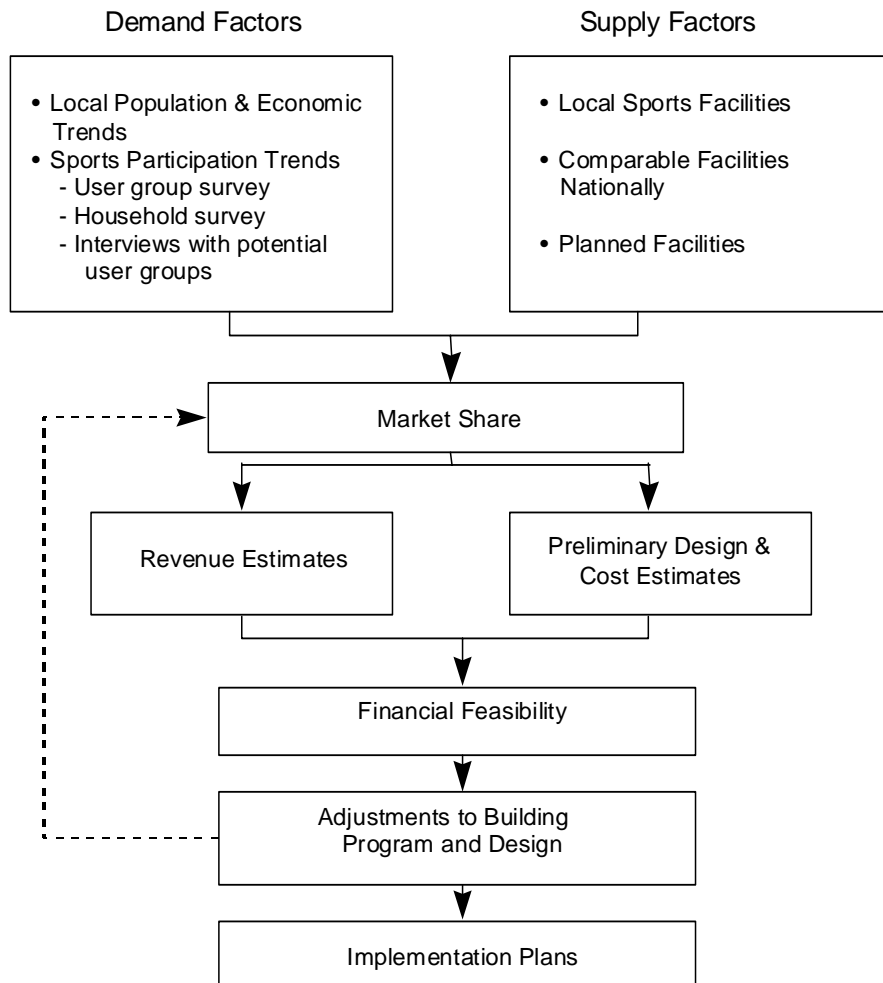
CPW anticipates that the City will adopt the revised chapters into the appropriate plans. The financial analysis may also result in a need to review the Parks Systems Development Charge (SDC) ordinance.

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.