



**AGENDA  
CANBY CITY COUNCIL  
WORK SESSION – 6:00 PM  
REGULAR MEETING – 7:00 PM  
EXECUTIVE SESSION – 7:30 PM  
(will begin after the Regular Session)**

**July 5, 2023**

**Hybrid/Virtual Meeting/Council Chambers  
Council Chambers - 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor**

**Register here to attend the meetings virtually:**  
[https://us06web.zoom.us/webinar/register/WN\\_5SPp6pE9QkupPJ696dLS6A](https://us06web.zoom.us/webinar/register/WN_5SPp6pE9QkupPJ696dLS6A)

**The meetings can be viewed on YouTube:**  
<https://www.youtube.com/channel/UCn8dRr3QzZYXoPUEF4OTP-A>

For questions regarding programming, please contact:  
**Willamette Falls Studio (503) 650-0275; [media@wfmcastudios.org](mailto:media@wfmcastudios.org)**

Mayor Brian Hodson

Councilor Christopher Bangs  
Councilor James Davis  
Council President Traci Hensley

Councilor Herman Maldonado  
Councilor Jason Padden  
Councilor Shawn Varwig

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**WORK SESSION – 6:00 PM**

- 1. CALL TO ORDER**
- 2. AMERICAN RESCUE PLAN ACT (ARPA) ALLOCATIONS**
- 3. ADJOURN**

Pg. 1

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**REGULAR MEETING – 7:00 PM**

- 1. CALL TO ORDER**
  - a. Invocation
  - b. Pledge of Allegiance
- 2. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:** This is an opportunity for audience members to address the City Council on items not on the agenda. If you are attending in person, please complete a testimony/comment card prior to speaking and hand it to the City Recorder. Each person will be given 3 minutes to speak. Staff and the City Council will make every effort to respond to questions raised during citizens input before the meeting ends or as quickly as possible thereafter. **\*\*\*If you would like to speak virtually, please email or call the City Recorder by 4:30 pm on July 5, 2023**

with your name, the topic you'd like to speak on and contact information:  
[benhamm@canbyoregon.gov](mailto:benhamm@canbyoregon.gov) or call 503-266-0720. Once your information is received, you will be sent instructions to speak.

**3. PRESENTATION**

- a. Canby Recreational Complex, Patrick Sampson, CEO, COGEO, Inc. Pg. 3

**4. 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 April 25, 2023 Special Called City Council Meeting Minutes. Pg. 69

**5. ORDINANCES & RESOLUTIONS**

- a. Consider **Ordinance No. 1605:** An Ordinance Authorizing the Interim City Administrator to Enter into a Contract with National Fitness Campaign (NFC), San Francisco, California to Purchase a Highly Specialized Outdoor Fitness Court Infrastructure Product with an Integrated Digital Ecosystem and Fitness Court Mobile App in the amount of \$160,000. (*Second Reading*) Pg. 71

- b. Consider **Ordinance No. 1606:** An Ordinance Authorizing the Interim City Administrator to Enter into a Contract between the City of Canby and Beery, Elsner and Hammond, LLP for Interim City Attorney Services up to \$149,999. (*First Reading*) Pg. 115

**6. OLD BUSINESS**

- a. City Administrator & City Attorney Recruitment

**7. MAYOR'S BUSINESS**

**8. COUNCILOR COMMENTS & LIAISON REPORTS**

**9. INTERIM CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS**

**10. CITIZEN INPUT**

**11. ACTION REVIEW**

**12. ADJOURN**

**EXECUTIVE SESSION – 7:30 PM**  
*(Will begin after the Regular Session but not before 7:30 p.m.)*

**EXECUTIVE SESSIONS ARE CLOSED TO THE PUBLIC.** Representatives of the news media and designated staff may attend Executive Sessions. Representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the session as previously announced. No Executive Session may be held for the purpose of taking final action or making any final decision.

**1. CALL TO ORDER**

**2. EXECUTIVE SESSION:** Pursuant to ORS 192.660 (2) (d) to conduct deliberations with persons designated by the governing body to negotiate labor negotiations with labor negotiator.

**3. 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 Maya Benham at 503-266-0720. A copy of this Agenda can be found on the City's web page at [www.canbyoregon.gov](http://www.canbyoregon.gov).



## CITY COUNCIL STAFF REPORT

Meeting Date: 7/5/2023

To: The Honorable Mayor Hodson & City Council  
Thru: Eileen Stein, Interim City Administrator  
From: Eileen Stein, Interim City Administrator  
Agenda Item: American Rescue Plan Act (ARPA) Allocations Update  
Goal: Promote Financial Stability  
Objective: Use ARPA Funds to recover loss and build for the future

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### Summary

Receive a presentation and make decisions on the allocation of American Rescue Plan Act (ARPA) dollars for City and community projects.

### Background

H.R. 1319 known as the American Rescue Plan Act, or “ARPA”, was signed into law on March 11, 2021. This \$1.9 trillion federal bill was passed to support recovery efforts in response to the ongoing COVID-19 pandemic. Of this total funding package, \$362 billion was provided to help states, territories, counties, cities and tribal governments cover increased expenditures, replenish lost revenue, and to mitigate economic impacts from the COVID-19 pandemic. All cities, including Canby, received direct funding allocations through this legislation. Canby received a total allocation of \$3,982,965.

Earlier U.S. Department of Treasury guidance for use of these funds was fairly restrictive and limited to very specific uses. However, updated guidance now allows for broader categories of use, giving the City of Canby greater opportunity to allocate these funds toward various needs. Two key timelines/deadlines for use of these funds:

1. December 2024 – All funds must be obligated (allocated/committed).
2. December 2026 – All funding and projects concluded must be spent

### Discussion

Council previously discussed and allocated the use of a relatively small portion of its available ARPA funds. A substantial amount of Canby’s allocation remains available for various uses and must be obligated by December 2024 and spent by December 2026. Of the \$3,982,965 received, \$34,681 was previously reported for items such as ADA doors at public restrooms, personal protective equipment, and glass shields at customer counters. A total of \$263,000 was committed for a behavioral health specialist (\$163,000) and an emergency management plan (\$100,000). This leaves \$3,685,284 available for appropriation to projects.

The balance was proposed to be spent in the following areas:

- Proposed Projects – General Fund      \$1,654,944
- Proposed Projects – Public Works      \$1,901,000



- Proposed Projects – Fire District 62      \$129,340

Staff is seeking Council direction for use of the City of Canby's remaining balance of ARPA funding allocation.

### **Attachments**

1. ARPA Presentation (from March 15, 2023)
2. ARPA Proposal – Economic Development (Supplemental material)
3. AMH Proposal (Supplemental material)
4. OrangeBoy Proposal (Supplemental material)

### **Fiscal Impact**

\$3,685,284 remains available for allocation, assuming that the City remains committed to funding the emergency management plan (\$100,000) which has not been initiated and was not included in the FY 23-24 budget.

### **Options**

1. Allocate all of the balance of ARPA funds available.
2. Allocate some of the balance of ARPA funds available.
3. Allocate the balance of ARPA funds available differently from what is proposed here.

### **Recommendation**

The purpose of this work session is to get the allocation of ARPA funding back on track. However, since that time, there have been some developments which staff is still assessing. Staff may have a recommendation by the meeting, but is not ready to propose one at this time.



# ARPA

American Rescue Plan Act

# What is ARPA?

- ▶ American Rescue Plan Act (ARPA) was signed into law by the President
- ▶ establishes the Coronavirus State Fiscal Recovery Fund
- ▶ establishes the Coronavirus Local Fiscal Recovery Fund
- ▶ The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments in responding to the impact of COVID-19
- ▶ Initially the ARPA had restrictions on use
- ▶ Later an option was added to allow ARPA funds to be used for general operational costs with very few restrictions.
- ▶ “payments from the funds be used only to cover costs incurred by December 31, 2024” *Interim Final Rule*
- ▶ “that recipients have obligated the funds by such date, December 31, 2024” *Interim Final Rule*
- ▶ “period of performance will run until December 31, 2026” *Interim Final Rule*

## ARPA funds received by the city of Canby

Date	Amount
August 2021	\$1,990,363
October 2021	1,120
August 2022	1,991,482
<b>Total ARPA funds received</b>	<b>\$3,982,965</b>



# Reported Expenditures

- ▶ Expenditures need to be reported annually
- ▶ Reports are submitted on SAM.gov
- ▶ Within the auditor's Federal Compliance Report, expended ARPA amounts are reported in the SEFA (Schedule of Expenditures of Federal Awards)
- ▶ Amounted reported during FY 2022 (by 6/30/2022) on SAM.gov: **\$34,681**
- ▶ for items such as:
  - ▶ ADA doors at public restrooms
  - ▶ Personal Protective Equipment
  - ▶ Glass shields at customer counters

# Committed Expenditures

- ▶ The following items will be paid for with ARAP funds and reported as such in the next annual report, for the FY2023 year:
  - ▶ Behavioral Health Specialist \$163,000
  - ▶ Emergency Management Plan \$100,000

## ARPA Fund Balance

Date	Amount
Total ARPA funds received	\$3,982,965
Expenditures - Reported	(34,681)
Expenditures - Committed	(263,000)
<b>Balance of ARPA funds</b>	<b>\$3,685,284</b>



## Proposed Projects - General Fund

Project	Amount
C800 - Police	\$58,000
Car Cameras - Police	207,632
Body Cameras - Police	185,715
Business Resiliency fund - Economic Development	400,000
Automated Material Handling- Library	194,153
Community Assessment Project - Library	18,000
Canby Adult Center - Admin	500,000
Technology Upgrade in conf. rooms - Admin	61,444
Technology Upgrade in conf. room - Police	30,000
<b>Sub-total in General Fund</b>	<b>\$1,654,944</b>



## Proposed Projects - Public Works

Project	Amount
Community Park sewer & water line - Parks	\$110,000
Fuel Station - Public Works	500,000
Loop Primary Power - Public Works	30,000
Loop Water Main - Public Works	30,000
34 <sup>th</sup> Lift Station to WWTP - Public Works	225,000
(2X) Solar Charging Stations - Public Works	6,000
S. Walnut St. Infrastructure - Public Works	1,000,000
<b>Sub-total in Public Works</b>	<b>\$1,901,000</b>

## ARPA Fund Balance - Proposed

Date	Amount
Total ARPA funds received	\$3,982,965
Expenditures - Reported	34,681
Expenditures - Committed	263,000
Balance of ARPA funds	3,685,284
Proposed projects - General Fund	1,654,944
Proposed projects - Public Works	1,901,000
Balance of ARPA funds	\$129,340

# Fire District 62 – Funding Requests

- ▶ Fire District 62 is requesting ARPA funds from the city of Canby

Project	Amount
C800 – Fire	\$93,000
Water Line – Fire	36,340
<b>Total Request</b>	<b>\$129,340</b>



# ARPA PROPOSAL

JAMIE STICKEL, ECONOMIC DEVELOPMENT DIRECTOR + COMMUNICATIONS SPECIALIST



**WE NEED TO KEEP OUR SMALL BUSINESSES HEALTHY  
IN ORDER TO KEEP OUR ECONOMY STRONG.**

**-- KEITH HAYNES**

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# ARPA FUNDING

ARPA Funds can be used to support businesses and economic development who have been impacted greatly due to the COVID-19 Pandemic.

Eligible uses for ARPA Funding include response to the COVID-19 and its negative economic impacts.

# THE PROPOSAL.

## INNOVATE CANBY GRANTS

Utilize ARPA funds to create a grant for small business owners to apply for funding to make necessary changes and upgrades to expand services and offerings to their customers.

## CANBY SMALL BUSINESS RESILIENCY GRANTS, ROUND 2

Utilize ARPA funds and the 2020 Small Business Resiliency Grant framework to offer another influx of funding to the small businesses. From closures, to requirements on number of patrons, Canby small businesses have been through a harrowing time.



## **CANBY SMALL BUSINESS RESILIENCY GRANTS: \$150,000**

**1**

Up to \$150,000 for Small Business Grants; businesses can apply for up to \$10,000 (dependent on number of employees).

**2**

Utilize the framework from the 2020 grants, streamline for better ease of use.

**3**

Resiliency grants provide funding to small businesses as a way to recoup financial losses due to the COVID-19 pandemic.

**4**

2020 provided an influx of \$131,000 to 22 local businesses.

**1**

Provide reimbursable grants up to \$10,000 to businesses located within Canby City Limits with a business license in good standing as of January 2022.

**2**

Categories for grants to include:

- Building Renovations + Upgrades
- New Equipment + Materials
- Aid in Event creation and/or growth
- Purchase furnishings for expansion of services

**3**

Grants will open for an extended period of time and then reviewed by a sub-committee for completeness. Award amounts will be based on number of applications.

## **INNOVATE CANBY GRANTS: \$250,000**



**IT'S REALLY KIND OF HARD TO BE A SUBURB OF NOTHING. IF YOU DON'T HAVE A DOWNTOWN, YOU REALLY DON'T HAVE ANYTHING. IT'S HARD TO BUILD A COMMUNITY AROUND PARKING LOTS AND SUBDIVISIONS.**

**-- ED MCMAHON**



To: Scott Archer, City Administrator  
From: Danny Smith, Library & IT Director  
Date: 01/24/2023  
Re: Proposal for AMH system

## **Proposal**

To purchase and install an automated materials handling (AMH) system for the Canby Public Library. The purchase and installation of an AMH system would free limited staff to provide increased and higher-quality customer service and programs. Efficiencies realized would be the AMH system accepting, processing, and sorting all returned materials. Visual provided in the Appendix.

## **Context**

Libraries are a critical part of every community in the country and remain a huge asset and part of making each community welcoming and livable. In Canby, about 80,000 people per year visit the library to fulfill a variety of recreational and business needs. Staff process around 21,000 items per month that come into the Canby facility and ship out an additional 6,500 items per month to other Clackamas County libraries. Considering Canby's staff per capita, we are statistically on the mid-low end making it increasingly difficult to provide the high quality service and programs that we want for the community due to routine operational tasks like materials movement and fulfillment.

To help relieve this need, staff propose the acquisition of an AMH system that will handle routine and repetitive work freeing staff to provide improved and more consistent levels of service with the limited staff available. Library users would also experience an improved return experience as their items are processed immediately, providing them with a receipt of what was brought back and clearing their account. Other immediate efficiencies would include reducing many manual functions to a single touch, from return to shelf, same-day processing and sorting of materials, with a typical return on investment time being one to three years. Immediate check-in of materials, high-speed sorting, and improved inventory management ensures the materials in demand reach the customer as fast as possible and enhance the overall user experience.

## **Staffing**

AMH systems require some staff intervention, however, minimally compared with our current workflows and practices. They operate at a much higher level of accuracy, dramatically increased speed, and remove the burden on staff to monitor, process, sort, and prepare incoming and outgoing materials. Intermittent staff attention would be required to keep the bins empty and items prepared for their final destination, be that the library shelves or for daily shipment. Otherwise, the AMH system can process and sort about 2,000-2600 items per hour. Currently, staff process about 7,000 items per week, which normally takes staff approximately 18 hours per week to process, sort, and prepare for shipment or shelving. Our estimates in collaboration with the vendor indicate that the current staff workload would be replaced by about 2.5 hours per week of machine processing, sorting, and materials preparation. This efficiency would allow for us to recapture over 15 hours per week of our limited staff, allowing them to focus on customer-centric activities and services.

## Infrastructure

Clackamas County already supports multiple AMH devices across the county and our existing library systems fully integrate without issue. Clackamas County would also provide the SIP2 license at no cost to add the AMH system integration with our internal automation system Symphony Workflows.

To realize the benefits of the AMH system, the existing staff work room would require some light construction to remove the partitioning wall, remove casework, relocate staff desks, install the public induction point and AMH system with expanded electrical and network connectivity and acquire more flexible shared furnishings and storage options.

## Examples of Other AMH Systems in Oregon Libraries

- Clackamas County Library Network Operations
- Lake Oswego Public Library
- Oregon City Public Library
- Washington County Library Network Operations
- Tigard Public Library
- Salem Public Library
- Hillsboro Public Library
- Beaverton City Library
- Multnomah County Library

## Estimated Cost

The preferred product is the Library Book Sorting with Automated Material Handling System (AMH) built and serviced by Lyngsoe Systems. Lyngsoe is the vendor of choice for AMH systems in Washington County, Multnomah County, Marion County, and Clackamas County. They are a tested and proven solution that is trusted across the library industry. Maintenance costs can be pre-paid which includes discounts depending on the term OR can be purchased annually after the first year of included maintenance expires. *\*Pricing is based on cooperative agreements with Multnomah County.*

- AMH System -- \$117,651 (installed)
  - AMH Maintenance Plan – (5 years) \$33,702.00
  - AMH Maintenance Plan – (10 years) \$81,839.00
- Demolition, Construction, & Permitting -- \$9,800.00
- Minor Equipment & Furnishings-- \$33,000
- Contingency -- \$16,745 (10 % of total project costs)

Total Materials & Services - \$160,451 + option of maintenance plan

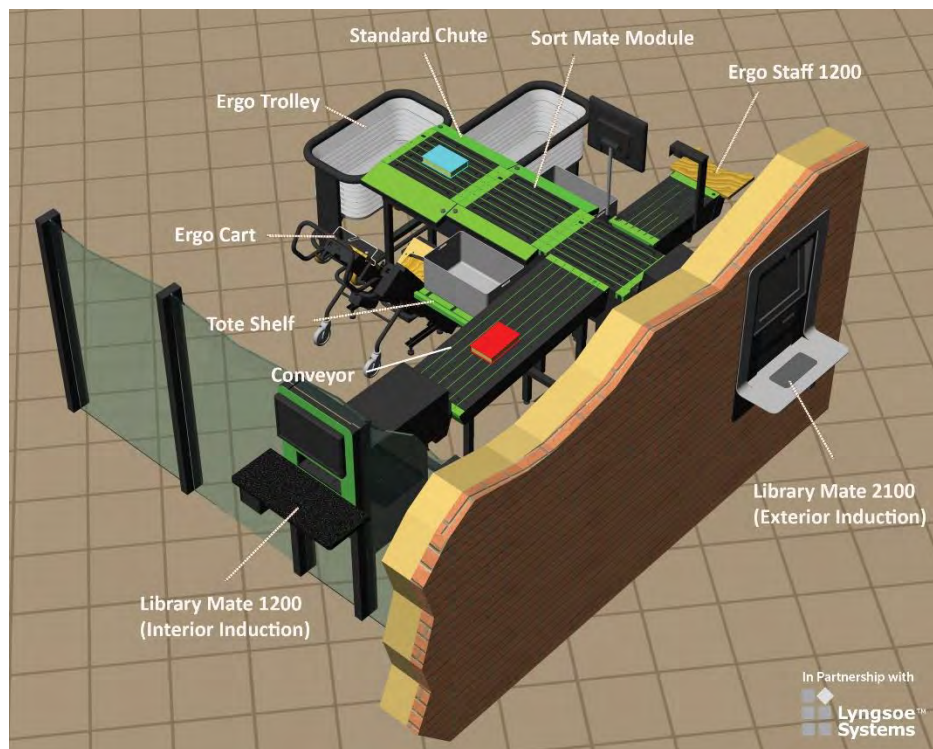
**Total Estimated Project Costs – \$194,153 (excluding contingency & 5 years of maintenance)**

**Total Estimated Project Costs – \$242,290 (excluding contingency & 10 years of maintenance)**

## APPENDIX



**Example: Customer view with two public kiosks.**



**Example: Rendering of public and staff view of single kiosk system.**

To: Scott Archer, City Administrator  
From: Danny Smith, Library & IT Director  
Date: 11/09/2021  
Re: Proposal for Community Assessment

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## **Proposal**

To contract with OrangeBoy Inc. for the completion of a Canby community assessment over a three year period.

Outcomes of the assessment include:

- Identify and define customer segments, both users and non-users.
- Define the value residents place on services offered by the library. This answers a simple question: relative to other community services, where do residents rank those offered by the library.
- Identify critical customer needs through the creation of five to seven customer stories. These delineate critical service opportunities.
- Create organizational strategies to meet critical customer needs and build measurable organizational value. This permits the library to accurately measure the role it plays in customers' lives.
- Develop outreach strategies.
- To better respond to the COVID-19 public health emergency and its negative economic impacts.

## **Context**

The City of Canby has limited data on the community make-up, customer segments, both users and non-users, as well as customer needs, and organizational and outreach strategies. In years prior, staff have attempted to survey the community through rudimentary survey tools and questions, however, with limited success.

We also know that services in the library industry have already begun to drastically shift and be redefined in the wake of the global COVID-19 pandemic. The information and data gathered as a result of this community assessment would help us address the negative economic impacts (from the pandemic) to the Canby community and services to disproportionately impacted communities.

Completion of a formal community assessment utilizing a consultant who has years of expertise and experience would provide the City with a rich data set that could be used to establish priorities, from what services are offered to hours of operation while also learning exactly where we can improve and how the library is measuring up. This type of data and insight is critical to ensuring the success of the library as a municipal service, meeting customer needs and demands and truly aligning City services with the community. Moreover, community research lets us focus. It provides facts that compel us to action. OrangeBoy Inc. is currently working with several of our peers, including: Multnomah County Library, Salem Public Library, Lake Oswego Public Library, Sno-Isle Library (WA), and Seattle Public Library (WA).

**Proposed Vendor**

[OrangeBoy Inc.](#) has been selected as the consultant/vendor of choice for this community assessment project.

Why OrangeBoy? “OrangeBoy has been helping clients THINK IN COLOR for more than 20 years, using customer insights to drive results. OrangeBoy offers a unique perspective and inspires clients to approach business problems by putting themselves in their customers' shoes, using data and insights to drive decisions and measure impact.”

With a strong understanding of the (library) market segment and their prior and current experience with other Oregon municipalities, we are confident that OrangeBoy will provide immense value for the services they provide while assisting the City in understanding the needs of the Canby community and how/when services are provided. This data will be the foundation and guide for staff as we design and implement services, especially considering many of the changes and impacts from the COVID-19 pandemic and how the library as a City service reemerges.

**Estimated Cost**

\$18,000.00



# CANBY SPORTS COMPLEX VISION PLAN

This plan, co-created by the City of Canby and the Oregon Youth Soccer Association (OYSA), outlines the detailed elements of the shared vision for a new community and recreational complex in Canby, Oregon

JULY 5TH, 2023

**PREPARED FOR**

CANBY, OREGON



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[www.cogeo.us](http://www.cogeo.us)



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# THE VISION

## CURRENT PLAN





# STAKEHOLDER DESCRIPTION

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## OREGON YOUTH SOCCER ASSOCIATION (OYSA)

Founded in 1974, Oregon Youth Soccer Association (OYSA) is a 501(c)(3) Oregon public benefit corporation providing recreational and competitive soccer opportunities for players of all ages, genders, and skill levels.

**93**

**Member Clubs**

**51,000**

**Recreational & Competitive  
Soccer Players**

**2,000**

**Referees**

## OREGON YOUTH SOCCER FOUNDATION (OYSF)

In 2021, OYSA relaunched the Oregon Youth Soccer Foundation (OYSF) to focus exclusively on fund development, distribution, and external affairs. Its mission is to be inclusive for all of Oregon's youth and continually strive to create opportunities for communities to grow and strengthen together. The typical areas of focused support include:

- Field and facility development;
- Scholarship/financial-aid opportunities;
- Coaching education; and
- Referee education.

OYSF is the primary fund development mechanism and planned campaign operator on behalf of OYSA for the proposed operating facility partnership between OYSA and the City of Canby.



# STAKEHOLDER DESCRIPTION

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## CITY OF CANBY

Canby is a city in Clackamas County, Oregon, United States, and was incorporated by the Oregon Legislative Assembly on February 15, 1893. The city has a total area of 3.79 square miles (9.82 km<sup>2</sup>), of which 3.75 square miles (9.71 km<sup>2</sup>) is land and 0.04 square miles (0.10 km<sup>2</sup>) is water.

**2.73**

**Average Household  
Size**

**18,171**

**Residents**

**6,498**

**Households**

As of the census of 2020, there were 18,171 people and 6,498 households in the city. The average household size was 2.73 people. The population density was 3,867.82 inhabitants per square mile (1,493.50/km<sup>2</sup>). The racial makeup of the city was 78.82% White, 0.66% African American, 1.24% Native American, 1.38% Asian, 14.26% other race, and 3.64% percent from two or more races. Hispanic or Latino of any race were 23.00% of the population.

7% of the population were under 5 years of age, 27% were under 20 years of age, and 20% were over 65 years of age. The gender makeup of the city was 47.2% male, and 52.8% female.

Sources: [https://www.canbyoregon.gov/sites/default/files/fileattachments/public\\_works/page/6251/canby\\_findings\\_presentation\\_v3.pdf](https://www.canbyoregon.gov/sites/default/files/fileattachments/public_works/page/6251/canby_findings_presentation_v3.pdf)

[https://en.wikipedia.org/wiki/Canby,\\_Oregon](https://en.wikipedia.org/wiki/Canby,_Oregon)



# THE CASE FOR WHY THIS IS IMPORTANT

## CITY OF CANBY

In 2022, the City of Canby commissioned a Parks Master Plan be generated to analyze the current landscape of park usage in the city, as well as the estimated surplus or shortfall of space. Additionally, medium- and long-term recommendations were generated for the city to strongly consider in the area of parks, open spaces, and recreational opportunities for current and future generations.

Data was gathered from 1,213 citizens (about 5% of the population), with a diverse set of geographical and demographical backgrounds, by GreenPlay LLC, a parks, recreation, and open space consulting firm. The results of the survey outline the case for why the proposed partnership with OYSA is the ideal scenario to most rapidly and effectively address the majority of the identified areas of need.

The following represents an overview of the information recommended by GreenPlay:

## Canby Residents Funding Preferences to Pay for Long-Term Improvements

Q: What do you think are the best ways to pay for long-term improvements for parks and recreation facilities? by "Registered Voter"



35



# THE CASE FOR WHY THIS IS IMPORTANT

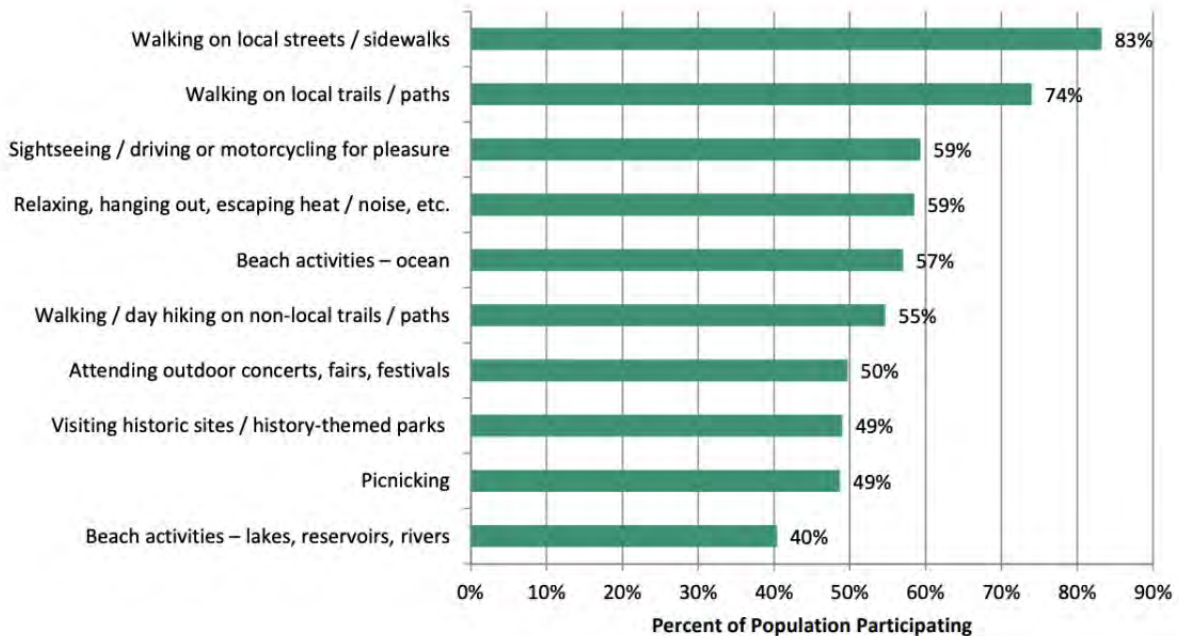
## CITY OF CANBY



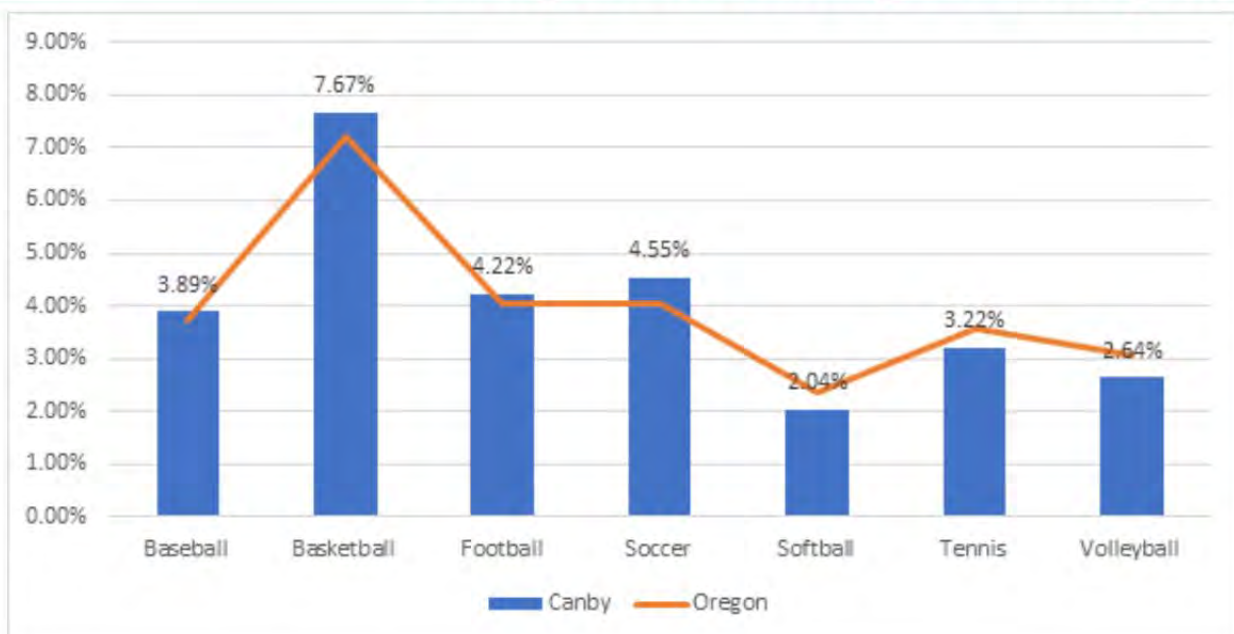
# THE CASE FOR WHY THIS IS IMPORTANT

## CITY OF CANBY

### Oregon Outdoor Participation (SCORP)



### Canby Adult Team Sport Participation

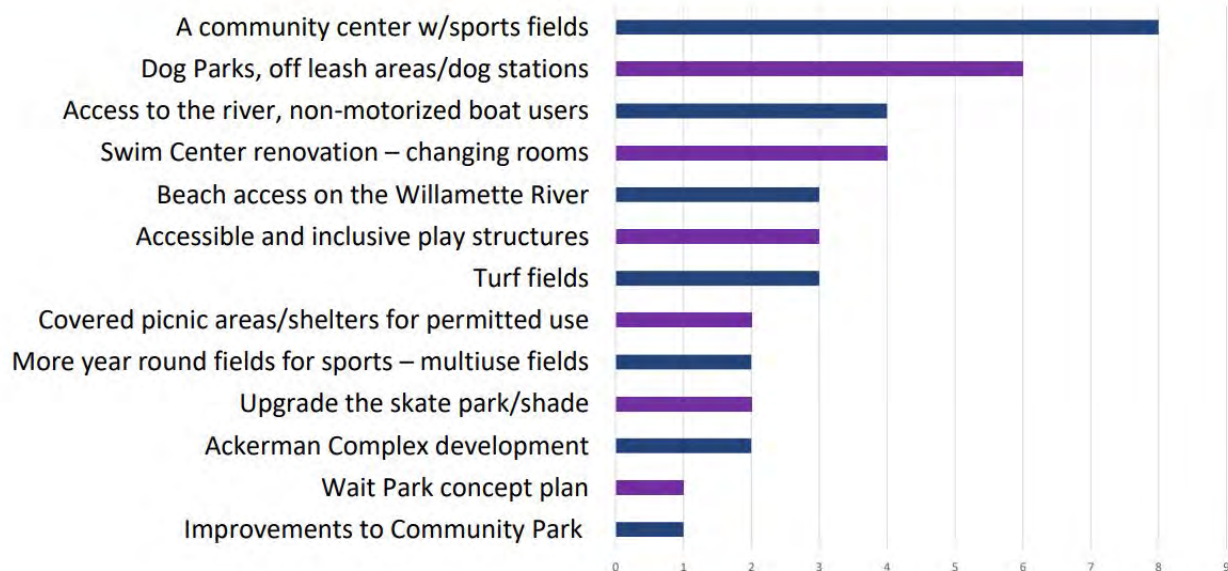




# THE CASE FOR WHY THIS IS IMPORTANT

## NATIONAL SPORTS TRENDS

### Top Components/Amenities – Public Engagement



### Needs Met – Facilities, Amenities and Events

	Overall	Invite
Canby Adult Center	n=581 3.9	n=409 4.0
City parks (e.g., Maple Street Park, Skate Park)	n=853 3.8	n=613 3.9
Trails and pathways (e.g., Logging Road Trail)	n=872 3.8	n=629 3.9
Natural areas and open spaces	n=828 3.7	n=592 3.8
Molalla River State Park	n=811 3.7	n=589 3.8
Canby Swim Center	n=723 3.6	n=505 3.7
Special events	n=674 3.6	n=480 3.7
Amenities at city parks	n=806 3.5	n=570 3.6
Athletic fields (e.g., baseball, soccer)	n=722 3.3	n=497 3.6
Athletic courts (e.g., basketball, tennis)	n=695 3.0	n=479 3.2



# VISION IMPLEMENTATION - TIMELINE

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It is anticipated that the build out of the full vision of the facility will occur in 3 phases. Phase 1 will primarily focus on getting the athletic fields built so they can begin to offer value, monetarily and otherwise, to all stakeholders as soon as possible. Phase 2 will be an additional build out of facilities that enhance the value of the sports fields. These include items such as a clubhouse, storage, and concession areas. Phase 3 of the project is an additional expansion of both fields and recreational facilities to generate greater capacity. Below is the estimated timeline for Phase 1 of the project.

## **Phase 1a. March 2023 - December 2023**

- Capital campaign phases defined
- Collateral materials and prepare solicitation packets finalized
- Land stakeholders engaged
- Various City of Canby civic groups are engaged and, when appropriate, City Council is engaged for project approval
- Partner roles and responsibilities defined and finalized
- Architects and master plans are developed and finalized
- Vendors engaged for quoting
- Inspections and permitting process begins
- Begin regularly scheduled Campaign Advisory Group member meetings
- Begin board and leadership solicitations

## **Phase 1b. January 2024 - April 2025**

- Finalize build out vendors and master build out schedule; estimated build out time: 15 months
- Build out commences ~ January 2024
- Continue lead gift solicitations
- Plan, schedule and implement cultivation activities
- Review, rate, and prioritize Major Gift prospects
- Perform Major Gift solicitations
- Perform Community Phase activities
- Various canby civic groups are continuously kept up to date about the project's progress
- Phase 1 facility grand opening celebration occurs ~ April 2025



# VISION IMPLEMENTATION - TIMELINE

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## Phase 1c. May 2025 - July 2026

- Continue performing Major Gift solicitations
- Campaign wrap up phase is initiated
  - Acknowledge all pledges
  - Establish tracking procedures for pledge collection
  - Prepare final statistics and evaluation
  - Develop campaign follow-up plan
  - Establish stewardship program to cultivate and keep donors informed
  - Report to donors on progress of projects
  - Celebrate groundbreaking events (If still relevant)
- Additional community partners engaged for sustained rentals - financial model
- Operations commence on the facility; partners sustain roles and responsibilities
- Planning for Phase 2 begins

## Phase 2 August 2026 - TBD

- Financial and operational plans for phase 2 are discussed and a master plan is developed based on the results of Phase 1 and the desired roles and responsibilities of the partners for phase 2





# RENDERINGS





# RENDERINGS





# RENDERINGS





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# RENDERINGS







# CAPITAL CAMPAIGN

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## THE PROCESS



# CAPITAL CAMPAIGN - THE PROCESS

## A. THE CASE STATEMENT AND CORPORATE DECK

A clear and concise Case Statement is a valuable tool in achieving success in a campaign. This document should describe the needs to be addressed, emphasize the impact and expected benefits, including economic, of the projects to be funded, and demonstrate the urgency of achieving the campaign goals at this time. It should include a detailed description of exactly what the OYSA and the City of Canby plan to achieve and how it will impact its work both in the near and long term.

The creation of a mutually-exclusive Corporate Deck which will focus on ROI is also recommended.

### CASE STATEMENT

The case statement will include:

- ❖ OYSF history and impact in Oregon + City of Canby history
- ❖ core programs and activities;
- ❖ vision for the long-term leased facility;
- ❖ scope of the facility, including size and dimensions;
- ❖ facility components— all relevant spaces and their intended use(s);
- ❖ staffing involved to support the facility;
- ❖ overall financial goal;
- ❖ campaign leadership and the Board of Directors;
- ❖ select pictures and quotes, as well as multiple call-out boxes;
- ❖ facility sketches of all spaces.

### CORPORATE DECK

- ❖ socioeconomic demographics of populations reached;
- ❖ frequency of OYSF's reach;
- ❖ sponsorship funding levels;
- ❖ accompanying benefits;
- ❖ infographic.

## B. CAMPAIGN LEADERSHIP

We recommend that Scott Enyart and Vicki Pounds, as well as members of the OYSA and Oregon Youth Soccer Foundation Board of Directors, begin immediately to identify, cultivate, and recruit key leaders to become part of the Campaign Advisory Group. The Board officers should start with a strategy to recruit key Advisory Group members first from among the Board and select individuals of key influence, and then reach out to OYSF friends and City of Canby friends for additional Advisory Group members and Campaign Champions. The recruitment of leadership volunteers, such as Advisory Group members or Champions, should be accomplished on a one-by-one basis in personal meetings with key OYSA and OYSF leaders, with support and consultation from Cogeo as needed.



**Campaign Advisory Group** — We recommend the immediate formation of a Campaign Advisory Group that includes current OYSA staff, OYSF board members, industry VIPs, select friends of OYSA and OYSF, as well as Counsel. The Advisory Group will provide on-going oversight and guidance throughout the campaign. This group will also play a leading role in connecting to lead, major and leadership gifts under Cogeo's direction.

## **C. CULTIVATION OF LEAD AND MAJOR GIFT PROSPECTS.**

Relationships with prospective donor constituencies can be strengthened through greater personal contact with OYSA Board members and representatives. Key groups with varied ties to OYSA and OYSF need to be identified and educated about the campaign's plans before being approached for gifts.

The campaign can serve as a valuable tool not just for raising money to meet the goals as outlined in the Case Statement, but also to provide a campaign structure and process to involve, inform, and cultivate diverse constituencies so that they can take ownership of the process and become further invested in the future of the complex..

## **D. CAMPAIGN GOAL.**

Cogeo recommends proceeding immediately by initiating a capital campaign to raise \$3 million. Based on Cogeo's assessment of what the Study participants indicated they might pledge, and to an extent what they said about what others might pledge, we think the goal for this phase of the campaign is achievable. There is also substantial incremental foundation funding that can be cultivated, leveraged and solicited for funding.

We are recommending that a three-to-five year pledge payment plan also be made available to some donors who may be able to make a larger commitment over an extended timeframe. Cogeo additionally recommends conducting a membership-wide assessment to implement a surcharge of a to-be-determined percent on all player fees over the lifespan of the campaign.

## **E. CAMPAIGN TIMING.**

OYSA has a strategic window to implement a capital campaign — beginning with the planning process in March 2023, conducting a quiet phase extending until August 2023, and then followed by a public phase from March 2024 through September 2025. The interest that has been generated from the study interviews can be used to great advantage to gear up for an immediate start.

We are recommending a more intense and shorter campaign to generate momentum for successful fundraising and to provide opportunities for visible results as soon as possible. The timing for implementing various campaign components will be affected by the receipt of capital from the campaign.



# RECOMMENDED CAMPAIGN STRUCTURE AND PLAN.

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## A. TIMELINE AND PLAN

We recommend that OYSA implement the planning and preparation for the campaign immediately in March 2023. The first step would be to finalize plans and build the infrastructure necessary for a successful campaign.

As part of the preparation process, key leaders will work to identify and recruit members of the Campaign Advisory Group, review and evaluate top prospects, finalize cost estimates and the Case Statement, start developing collateral materials, and approve a detailed campaign plan and structure.

**Recommended Campaign Timetable** – We propose the following timetable for the Oregon Youth Soccer Association and City of Canby campaign. This schedule reflects some initial planning and preparation with the full campaign lasting from March 2023 to September 2025. Pledges would continue to be paid for a three to five year period following the campaign.

### **Recommended Campaign Structure**

1. Campaign Planning and Preparation
2. Advisory Group Recruitment and Training
3. Board Solicitations
4. Lead Gift Solicitations
5. Major Gifts Solicitations
6. Community Portal Gifts Phase
7. Campaign Wrap-up

## B. ROLES AND RESPONSIBILITIES OF CAMPAIGN LEADERS

The most successful campaigns are team efforts by cities, members of the Board, staff, campaign leaders, and Counsel. Each brings its own expertise and perspective that is critical to the success of the campaign. A well-managed team should be effective in meeting the goals during the process. Below is a description of recommendations for proposed roles and responsibilities for those leaders involved in implementing the Campaign.







## **BOARD OF DIRECTORS OF THE OREGON YOUTH SOCCER ASSOCIATION & OREGON YOUTH SOCCER FOUNDATION**

Members of the OYSA and OYSF Boards will play an important role in the campaign by providing the vision and mission of the organization, and communicating the importance of the campaign's objectives to stakeholders and potential investors. Board members will be involved to assist with the cultivation of potential donor prospects.

The Board, with Counsel's guidance, select the campaign leaders (Campaign Advisory Group), approve all campaign plans and goals, and monitor the progress of the campaign in partnership with key leaders in from the City of Canby.

## **CAMPAIGN ADVISORY GROUP**

This leadership group, composed of Board and staff members, influential friends of OYSA, as well as Counsel and key City of Canby leaders, takes responsibility for planning and overseeing the implementation of the campaign. Members of the committee will focus on direct, face-to-face solicitations of gifts of \$10,000 or more.

Led by the Campaign Chair, Advisory Group members will help identify and prioritize leadership gift prospects, strategize good cultivation-and-solicitation plans, and participate in lead-and-major gift solicitations where appropriate. Members also attend major campaign and cultivation events.

## **PROSPECT REVIEW TASK FORCE**

This ad-hoc group of the Advisory Group will meet early in the campaign, and ongoing as needed, to identify, review, rate, and prioritize prospective contributors, including individuals, foundations, and corporations. Prospects will then be assigned for cultivation and solicitation. This Task Force should be composed of past and current-select OYSA Board members, staff, select friends of OYSA, city leaders, and Counsel.

## **COMMUNICATIONS COMMITTEE**

The goal of the Communications Committee will be to develop and implement a campaign communications effort, including drafting the Case Statement and other relevant campaign collateral materials. The Communications Committee will work closely with the Advisory Group, OYSA's leadership, and Counsel to ensure a proper flow of campaign communications, PR and newsletters.

## **BOARD GIFTS COMMITTEE**

The Chair of the OYS Foundation Board will take primary responsibility for securing pledges and commitments in support of the campaign from all current as well as past OYSA Board members. Achieving 100% participation by both boards lends credibility and momentum as the campaign reaches out to other prospective donors. Foundations will expect 100% participation. Also, by the level of their own giving, the Board can set a high standard that will inspire others to give at similar levels.

## **C. ROLES AND RESPONSIBILITIES OF COUNSEL, OREGON YOUTH SOCCER ASSOCIATION STAFF, AND OYSF FOUNDATION BOARD**

Cogeo will provide a Campaign Coordinator who will serve as the primary staff support for all aspects of the campaign, as well as facilitate communications and coordination among Board members, staff, counsel, and others involved in the project.

The Campaign Coordinator will assist with the implementation of the campaign plan, and provide administrative and clerical support for the campaign operations. This position will track and execute all stewardship protocols, assist with committee reports and meeting materials, track progress on prospect cultivation and solicitation activities, assemble and distribute campaign collateral materials, research prospective donors, and maintain the campaign schedule. This position will also schedule meetings and coordinate leaders who have various roles in the campaign.

Cogeo will direct and produce all correspondence, collateral materials, prospect profiling and tracking, donor recognition, pledge forms, case statements, campaign organization structure, gift charts, and other materials necessary for a well-managed campaign.



**Responsibilities will include the following:**

- ❖ Provide support for OYSA, Counsel, and the Campaign Advisory Group in implementing the Campaign Plan
- ❖ Take notes at committee meetings and distribute assignments to members.
- ❖ Assist in formatting and distributing campaign materials and solicitation packet contents
- ❖ Provide background information on prospects
- ❖ Implement cultivation activities
- ❖ Manage booking of all gifts and pledges, and prepare acknowledgement letters
- ❖ Maintain accurate campaign records, and prepare reports for campaign leaders and Advisory Group meetings
- ❖ Assist in adapting solicitation materials and other correspondence as needed
- ❖ Track prospect assignments and progress
- ❖ Assist campaign leadership with outreach and public relations activities

## **CAMPAIGN DIRECTOR (COUNSEL)**

Rob Kusel, Managing Director of Consulting Services, will serve as the Campaign Director, starting with the planning and preparation stage in March 2023 and continuing through the completion of the campaign in September 2025. He will assist in the selection of campaign leadership, and work closely with the Campaign Advisory Group in providing guidance, work plan, strategy, and materials to implement the campaign plan.

The Campaign Director will actively participate in cultivation and solicitation strategy sessions, provide group and individual solicitation training, as well as participate in solicitation calls as needed.

**RESPONSIBILITIES OF THE CAMPAIGN DIRECTOR WILL INCLUDE:**

- ❖ Prepare detailed campaign work plan
- ❖ Direct and oversee Campaign Coordinator's activities
- ❖ Provide Campaign Job Descriptions as needed
- ❖ Work with OYSA Leadership in identifying and recruiting Campaign Advisory Group members
- ❖ Support Campaign Advisory Group meetings and activities
- ❖ Advise OYSA Board, Campaign Advisory Group and staff on effective campaign strategies and on appropriate steps to implement campaign plans
- ❖ Serve as trainer to campaign leadership and solicitors
- ❖ Develop individual strategies for top donors
- ❖ Prepare collateral materials needed for cultivation and solicitation
- ❖ Direct implementation of cultivation activities
- ❖ Review progress on cultivation and solicitation steps with major prospects
  - Assist leadership teams in preparing for solicitations
  - Assist in determining recognition and naming opportunities for donors
  - Monitor campaign progress and achievement of monthly benchmarks and goals



## D. COGEO CONSULTING

The contract includes Rob Kusel, Managing Director of Consulting Services, serving as Campaign Director, a Campaign Coordinator provided by Cogeo Consulting, as well as all comprehensive direction, guidance, and oversight by the firm. Cogeo will build in regular checkpoints to assess progress and evaluate services provided.

## E. RECOMMENDED CAMPAIGN TIMETABLE

Major campaign activities for each segment of the campaign:

### **A. Planning and Preparation March 2023 - May 2023**

- Define roles and responsibilities of Campaign Advisory Group
- Identify potential Campaign Advisory Group members
- Develop strategies to recruit Advisory Group members
- Draft Case Statement
- Begin production of collateral materials
- Conduct prospect review sessions
- Review and approve Campaign Timeline and Work Plan
- Finalize collateral materials and prepare solicitation packets

### **B. Advisory Group Recruitment and Training June 2023 - August 2023**

- Enlist members of Campaign Advisory Group
- Begin regularly scheduled Campaign Advisory Group member meetings
- Finalize campaign work plan and timeline with members of the Advisory Group
- Train Committee members on cultivation and solicitation steps
- Begin preparing collateral materials

### **C. Board Solicitations September 2023 - December 2023**

- Prepare materials for Board solicitations
- Make Board solicitation assignments
- Solicit current and past Board members

### **D. Lead Gifts Solicitations January 2024 - June 2024**

- Assign prospects to Advisory Group members
- Plan and implement cultivation activities for Leadership Gift prospects
- Perform Leadership Gift solicitations

### **E. Major Gifts Solicitations January 2025 - September 2025**

- Review, rate, and prioritize Major Gift prospects
- Assign prospects to Advisory Group members
- Plan, schedule and implement cultivation activities
- Perform Major Gift solicitations





#### **F. Community Portal July 2025 - September 2025**

- Identify VIPs for PSAs;
- Custom Portal Build-out;
- Benefits aggregated;
- Target communities identified;
- Messaging triaged;
- Media selection;
- Other.

#### **G. Phase One Campaign Wrap-up October 2025 - July 2026**

- Acknowledge all pledges;
- Establish tracking procedures for pledge collection;
- Prepare final statistics and evaluation;
- Develop campaign follow-up plan;
- Establish stewardship program to cultivate and keep donors informed;
- Report to donors on progress of projects;
- Celebrate groundbreaking events (If still relevant).





# PARTNERSHIP DEFINED

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## ROLES & RESPONSIBILITIES



# ROLES AND RESPONSIBILITIES

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## OVERVIEW

Both OYSA and the City of Canby agree that having clearly defined roles in the partnership will be key to its long-term success. The following are high-level bullet points on the general terms the various parties have agreed to being responsible for in the partnership:



## OYSF/OYSA

- Costs of initial field build outs (including plan development and legal), lights, and a maintenance reserve fund totaling 15% of the total campaign build out goal
- Management of a capital campaign to acquire the necessary funds for the fields, lights, and maintenance fund, including directing the engagement of all stakeholders
  - OYSA assumes all costs associated with operating the capital campaign
- Providing an annual usage calendar of OYSA's requested usage times of the facility
- Commitment to the Canby facility as OYSA's primary tournament venue

## CITY OF CANBY

- Hold ownership of the land
- Operate and maintain the facility's premises and scheduling
  - Oversee the facility's profitability
  - Receive the financial benefits of the operating surplus from the facility as well as the economic benefits of sports tourism to the city
  - Promote the facility to potential outside users
- Work with OYSA to secure grant support for initial build out infrastructure improvements, such as for roadway and infrastructure build out







# ECONOMIC IMPACT

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## ANALYSIS





# ECONOMIC IMPACT ANALYSIS

## OVERVIEW

The following is a preliminary economic impact analysis produced by Cogeo Inc that outlines the estimated economic impact value the facility would have on the City of Canby on an annual basis:

### Total Visitors



19,200



Defined as annually 9,000 tournament visitors, 8,200 local use visitors, and 2,000 local & community related use visitors.

### \$120/Day/Person

The average daily expenditure of non-local visitors- lodging, dining, entertainment, retail, travel, and associated expenses. (assuming 120/3 =\$40 per person/night for lodging, \$30/person food, \$15/person/day for entertainment, \$15/person/day for transportation + parking, \$20/day/person for retail purchases)

### \$10/Day/Person

Average daily expenditure of local visitors



It is expected that the complex will host **11 tournaments per year** and act as a host to **440 teams** for those tournaments.



10,800



Number of room nights generated by tournament and facility-related tourism activity.

### Total Non-Local Visitor Days

40,500

The total number of individual days spent in the area by non-local visitors because of tournament and complex activity.

222,000+

Expected daily visitors annually to the facility

\*based on 1977 Master Plan accounting for population growth



# ECONOMIC IMPACT ANALYSIS

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## Yearly Total Economic Impact

\$4,860,000

The economic spending impact of the Canby Complex that is based on expenditures for lodging, dining, entertainment, retail, travel, and associated expenses for non-local visitors and dining and other associated expenses for local visitors



## Est. Annual Increase In Tax Revenue

**\$486,000**

10% of year total economic impact  
\$4,860,000



# USAGE CALENDAR

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## ANNUAL PROJECTIONS



# USAGE CALENDAR - 2023 EXAMPLE

The following is a sample usage calendar outline for the 7-field multi-use portion (soccer, football, lacrosse, etc...) of the proposed facility. One column describes the projected usage by OYSA and its related entities in 2023. The other column represents the available rental hours for entities other than OYSA and its related entities. These numbers do not include the 4 baseball and softball focused fields, would produce additional available hours than what is listed below.

Month	OYSA Usage Hours	Additional Available Hours	Total Monthly Hours - 7 Fields
January	76	2,528	2,604
February	156	2,196	2,352
March	338	2,266	2,604
April	884	1,636	2,520
May	699	1,905	2,604
June	12	2,508	2,520
July	12	2,592	2,604
August	352	2,252	2,604
September	456	2,064	2,520
October	396	2,208	2,604
November	596	1,924	2,520
December	398	2,206	2,604
<b>Totals</b>	<b>4,375</b>	<b>26,285</b>	<b>30,660</b>
<b>Percentages</b>	<b>14.27%</b>	<b>85.73%</b>	<b>100%</b>







# FINANCIALS

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## PROJECTIONS & SUSTAINABILITY PLAN



# PROJECTED BUILD OUT COSTS

Item	Unit Cost	Quantity	Cost	Percent of Total
<b>Hard Costs &amp; Equipment</b>				
Real Estate Acquisition	\$0	1	\$0	0%
Multi-Use Turf Field	\$840,000	7	\$5,880,000	25.82%
Baseball & Softball fields	\$840,000	4	\$3,360,000	14.75%
Field Lighting	\$285,000	11	\$3,135,000	13.76%
Facility Maintenance Fund - 15 years	15% of Fields	1	\$1,386,000	6.09%
Site Development - Grading, Paving, Etc	1	1	\$1,600,000	7.02%
Concessions & Restroom Structures	\$350,000	3	\$1,050,000	4.61%
Sport Field Related Equipment Costs	\$1,000,000	1	\$1,000,000	4.39%
Shipping	\$500,000	1	\$500,000	2.20%
Maintenance Equipment	\$75,000	1	\$75,000	0.33%
Contingencies	~ 10% Hard Costs	1	\$1,798,600	
<b>Hard Costs &amp; Equipment Total</b>			<b>\$19,784,600</b>	<b>86.86%</b>



# PROJECTED BUILD OUT COSTS

Item	Unit Cost	Quantity	Cost	Percent of Total
<b>Soft Costs</b>				
Design Build & Related Costs	\$1,500,000	1	\$1,500,000	6.59%
Impact Evaluation Costs	\$50,000	1	\$50,000	0.22%
Inspections & Permits	\$120,000	1	\$120,000	0.53%
Professional Services	\$400,000	1	\$400,000	1.76%
Presentations & Materials	\$100,000	1	\$100,000	0.44%
Operational Account	\$200,000	1	\$200,000	0.88%
Capital Reserve	\$200,000	1	\$200,000	0.88%
Cost of Financing	TBD	1	TBD	
Insurance	\$150,000	1	\$150,000	0.66%
Contingencies	~ 10% Soft Costs	1	\$272,000	
<b>Soft Costs Total</b>			<b>\$2,992,000</b>	<b>13.14%</b>
<b>Build Out Costs - Total</b>			<b>\$22,776,600</b>	<b>100%</b>





# PROJECTED ANNUAL REVENUE

Item	Unit Revenue	Quantity	Revenue	Percent of Total
<b>Revenue</b>				
Tournament Rentals	\$50,400/Tournament	11 Tournaments	\$554,400	20.41%
Typical Operating Schedule Rentals	\$6,600/Day	250 Days	1,650,000	60.73%
Special Rentals	\$4,500/Day	25 Days	\$112,500	4.14%
Food & Beverage Sales	\$400,000	1	\$400,000	14.72%
Parking Fees	\$0	220,000 visits	\$0	0%
<b>Total Facility Operating Revenue</b>			<b>\$2,716,500</b>	<b>100%</b>



# PROJECTED ANNUAL EXPENSES

Item	Unit Expense	Quantity	Expense	Percent of Total
<b>Expenses</b>				
Tournament Rental Operations	\$12,600/Tournament	11 Tournaments	\$138,600	12.02%
Typical Operating Rental Operations	\$990/Day	250 Days	\$247,500	21.46%
Special Rental Operations	\$675/Day	25 Days	\$16,875	1.46%
Food & Beverage Sales Operations	\$50,000	1	\$50,000	4.34%
Parking Operations	\$0	220,000 visits	\$0	0%
Facility Maintenance	\$152,400	1	\$152,400	13.21%
General Facility Operations	\$400,000	1	\$400,000	34.68%
Cost of Financing	TBD	1	TBD	
Insurance	\$50,000	1	\$50,000	4.34%
Contingencies	~ 10% Expenses	1	\$97,978	8.50%
<b>Total Annual Expenses</b>			<b>\$1,153,353</b>	<b>100%</b>



# PROJECTED IMPACT

Type	Number Per Year
Soccer Tournaments	5
Baseball Tournaments	3
Softball Tournaments	3
Tournament Rental Hours	396
Local Sports Practice Rental Hours	1,500
Local Sports League Play Rental Hours	500
Special Event Rental Hours	150
Total Non-Local Visitor Days	40,500
Total Visitors (9,000 Tournament, 8,200 Local Use, 2,000 Community Related)	19,200
Total Room Nights	10,800





# PROJECTED IMPACT

Per Day Spending Average Per Non-Local Visitor	Amount Per Day	Percentage of Total
Lodging & Accommodations	\$40.00	33%
Dining/Food/Grocery	\$30.00	25%
Retail Spending	\$20.00	17%
Transportation	\$15.00	12.50%
Attractions & Entertainment	\$15.00	12.50%
<b>Total</b>	<b>\$120.00</b>	<b>100%</b>



# PROJECTED YEARLY IMPACT

Economic Impact Area - Non-Local Per Year	Amount Per Year	Percentage of Total
Lodging & Accommodations	\$1,620,000	33%
Dining/Food/Grocery	\$1,215,000	25%
Retail Spending	\$810,000	17%
Transportation	\$607,500	12.50%
Attractions & Entertainment	\$607,500	12.50%
<b>Total</b>	<b>\$4,860,000</b>	<b>100%</b>

*Assumes 40,500 Non-Local Visitors Each Year;  
Does Not Account For Local Visitor Spending*





# CANBY SPORTS COMPLEX VISION PLAN

Share the Dream.

## Contact Us

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**CANBY CITY COUNCIL  
SPECIAL CALLED COUNCIL MINUTES  
April 25, 2023**

**PRESIDING:** Brian Hodson

**COUNCIL PRESENT:** Traci Hensley, James Davis, Jason Padden, Christopher Bangs, Herman Maldonado, and Shawn Varwig.

**STAFF PRESENT:** Scott Archer, City Administrator; Maya Benham, City Recorder; and Ashley Driscoll, Interim City Attorney.

**CALL TO ORDER:** Mayor Hodson called the Special Called Meeting to order at 6:31 p.m. in the Council Chambers.

Mayor Hodson announced the agenda would be adjusted to hold the Executive Session prior to Old Business.

**ORDINANCE:**

Ordinance 1596 – **\*\*Council President Hensley moved to adopt Ordinance 1596, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CANBY EXCAVATING, INC. IN THE AMOUNT OF \$1,035,249 FOR THE 2023 SANITARY SEWER IMPROVEMENTS AND DECLARING AN EMERGENCY. Motion was seconded by Councilor Padden and passed 6-0 by roll call vote.**

**EXECUTIVE SESSION: \*\*Council President Hensley moved to go into Executive Session pursuant to ORS 192.660(2)(f) exempt public records. Motion was seconded by Councilor Varwig and passed 6-0.**

Mayor Hodson read the Executive Session statement and recessed the Regular Meeting at 6:06 p.m. The Executive Session began at 6:15 p.m.

Mayor Hodson reconvened the Regular Meeting at 7:31 p.m.

**OLD BUSINESS:** Further Discussion regarding upcoming City Administrator position vacancy and succession process –

**\*\*Councilor Bangs moved to direct the Mayor to work with the Interim City Attorney to explore interest and options regarding the upcoming City Administrator position vacancy and succession process. Motion was seconded by Councilor Davis and passed 6-0.**

**\*\*Councilor Bangs moved to extend the interim City Attorney contract with Beery, Elsner and Hammond LLC (BEH). Motion was seconded by Councilor Varwig and passed 6-0.**

The meeting was adjourned at 7:33 p.m.

Maya Benham  
City Recorder

Brian Hodson  
Mayor

Assisted with Preparation of Minutes - Susan Wood

DRAFT



## CITY COUNCIL STAFF REPORT

Meeting Date: 7/5/2023

To: The Honorable Mayor Hodson & City Council

Thru: Eileen Stein, Interim City Administrator

From: Jerry Nelzen, Public Works Director

Agenda Item: Consider Ordinance No. 1605: An Ordinance authorizing the Interim City Administrator to Enter into a Contract with National Fitness Campaign (NFC), San Francisco, California to purchase a highly specialized outdoor fitness court infrastructure product with an integrated digital ecosystem and fitness court mobile app in the amount of \$160,000. (*Second Reading*)

Goal: Develop a more robust Parks & Recreation Program aligned with the Parks Master Plan

Objective: N/A

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### Summary

The Parks Division of the Public Works Department, in partnership with the City's Parks and Recreation Advisory Board, is seeking Council approval to fund the construction of an outdoor fitness court in Legacy Park. A portion of the project cost will be funded through a grant recently awarded to the City by the National Fitness Campaign.

### Background

In November 2022, the National Fitness Campaign (NFC), a company that partners with communities to build fitness courts in order to promote fitness and health,<sup>1</sup> approached the City with interest in placing a fitness court in Canby. The organization utilizes specific location criteria and had targeted Canby as an ideal candidate within our region. In each community that participates in their program, NFC helps place a pre-designed 38-foot by 38-foot fitness court that facilitates a consistent exercise experience across the country regardless of the court's location. The fitness courts are outdoor gyms with stationary equipment that facilitate a workout circuit where users utilize their own body weight to exercise. The courts are designed to be used by people of different skill levels and a mobile application (app) is used to facilitate the experience.

NFC fitness courts are primarily funded by local governments or organizations. However, NFC has a grant program that reduces the cost of the facility. City Staff and members of the Parks and Recreation Advisory Board met with the NFC to gauge the City's interest in participating in the grant program.

On December 16, 2022, City Staff submitted an application for the current grant cycle, which awards \$30,000 to the partner organization in the event that they choose to move forward with construction a fitness court. The rear section of Legacy Park was identified as the proposed location based on NFC's siting criteria, which include considerations related to visibility, access, synergy with other outdoor amenities (e.g. trails, parks), and proximity to residential neighborhoods. The City's application also identified interest in an offered add-on of a "fitness court studio", which is an adjacent second 38 x 38 horizontal pad that can be used for group exercise activities.

<sup>1</sup> Note that NFC is a for-profit company and not a non-profit organization or government program.



The City was notified it was eligible for the grant award on January 3, 2023. This was followed by an award call with NFC on February 1, 2023.

### **Discussion**

The Parks and Recreation Advisory Board discussed the proposed project and voted to recommend that the proposed fitness court be pursued further. The Advisory Board acknowledged that City Council is the decision-making body regarding the ultimate funding of the project.

City Staff request that the Council discuss funding of the proposed fitness court and consider approving an ordinance of adoption signaling that the City will fund the project. Staff note that, if the Ordinance of adoption is approved, the City will be obligated to deliver the project within a specific timeframe set out by NFC. City Staff have indicated to the organization that the requested timeframe is achievable, with tentative assembly of fitness equipment in September 2023 and a press launch ceremony in October 2023.

### **Attachments**

1. 2023 Healthy Cities Briefing Presentation
2. City of Canby NFC Grant Application
3. Notice of Award
4. NFC Price Quote with Terms and Conditions

### **Fiscal Impact**

The total cost of the proposed fitness court would involve two sets of costs. Firstly, the City's would incur its own costs related to construction of a concrete slab footing, applicable ADA access, permitting, and temporary storage of the fitness equipment. This is estimated to cost \$65,000.

Secondly, as outlined in the quote provided to the City by NFC, the City would pay \$160,000 total to NFC which would include the fitness court (\$155,000) and fitness court studio add-on (\$35,000) minus the \$30,000 grant which functions as a discount:

National Fitness Campaign (NFC) Costs	
Fitness Court and NFC Resources	155,000
Fitness Court Studio	35,000
Grant Funding Award	(30,000)
Total	\$160,000

Note that these are standardized costs charged by NFC throughout the country.

Because the proposed fitness court would add recreational capacity to Legacy Park, it is City Staff's understanding that both sets of project costs identified above would be funded by System Development Charges (SDCs) collected for parks. The fiscal impact of the proposed action would reduce the existing balance of the Parks SDC fund.

### **Options**

1. Vote to adopt the Ordinance of Adoption for the Outdoor Fitness Court.
2. Vote to not adopt Ordinance of Adoption for the Outdoor Fitness Court.

Usually, City Staff would provide a third option to allow further time for Council and/or Advisory Board consideration of this item. However, this would not allow sufficient time for the City to achieve NFC's requested project schedule and would jeopardize the funding grant award.

**Proposed Motion**

"I move to adopt Ordinance 1605, An Ordinance authorizing the Interim City Administrator to enter into a Contract with National Fitness Campaign (NFC), San Francisco, California to purchase a highly specialized outdoor fitness court infrastructure product with an integrated digital ecosystem and fitness court mobile app in the amount of \$160,000.

## **ORDINANCE NO. 1605**

**AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH NATIONAL FITNESS CAMPAIGN (NFC), SAN FRANCISCO, CALIFORNIA TO PURCHASE A HIGHLY SPECIALIZED OUTDOOR FITNESS COURT INFRASTRUCTURE PRODUCT WITH AN INTEGRATED DIGITAL ECOSYSTEM AND FITNESS COURT MOBILE APP IN THE AMOUNT OF \$160,000.**

**WHEREAS**, the City of Canby Parks and Recreation Advisory Board has recommended that the City Council build a National Fitness Campaign fitness court at Legacy Park; and

**WHEREAS**, in accordance with Oregon Administrative Rule 137-047-0275 and Oregon Revised Statute 279B.075, the City of Canby can enter into a sole-source contract with NFC upon sufficient written findings by a local contract review board after public notice with an opportunity to protest; and

**WHEREAS**, the Canby City Council is the local contract review board of the City of Canby; and

**WHEREAS**, notice was published in the Canby Herald-Pioneer on June 14, 2023, announcing the City of Canby's intent to award this sole-source contract with instructions on how to appeal this award over a seven-day period of protest; and

**WHEREAS**, the Canby City Council wishes to enter into a sole-source contract with NFC for its patented integrated Fitness Court system; and

**WHEREAS**, the Canby City Council finds that 1.) National Fitness Campaign invented and patented the integrated Fitness Court system, and it remains the sole owner of the design and engineering system; 2). NFC has a manufacturing partner that has been approved to manufacture the Fitness Courts under NFC's direction and license, and all IP, engineering, and design drawings associated with the Fitness Court are owned solely by NFC; 3). That these proprietary goods and services, unique to NFC, are the only source of this system if a municipality wants to partner in the fitness campaign in conjunction with over 500 municipalities nation-wide; and 4). because no other vendors can provide this very particular Fitness Court System, the use of the sole-source procurement process is allowable under the Oregon public contracting laws;

**NOW, THEREFORE, THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:**

**Section 1.** The Interim City Administrator is hereby authorized on behalf of the City of Canby to enter into a sole-source contract with National Fitness Campaign (NFC) San Francisco California in the amount of \$160,000. A copy of the Agreement is attached hereto as Exhibit "A."



**Section 2.** The effective date of this Ordinance shall be August 4, 2023.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, June 21, 2023, ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, July 5, 2023, commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor Canby, Oregon.

---

Maya Benham  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 5<sup>th</sup> day of July 2023, by the following vote:

YEAS\_\_\_\_\_

NAYS\_\_\_\_\_

---

Brian Hodson  
Mayor

ATTEST:

---

Maya Benham  
City Recorder

## **PUBLIC NOTICE OF SOLE-SOURCE PROCUREMENT**

Notice is hereby given that the City of Canby intends to enter into a sole-source contract in accordance with OAR 137-047—0275 and ORS 279B.075 with National Fitness Campaign (NFC), San Francisco, California, to purchase a highly specialized outdoor fitness court infrastructure product with an integrated digital ecosystem and Fitness Court mobile app for use at Legacy Park.

National Fitness Campaign invented and patented the integrated Fitness Court system, and it remains the sole owner of the design and engineering system. NFC has a manufacturing partner that has been approved to manufacture the Fitness Courts under NFC's direction and license, and all IP, engineering, and design drawings associated with the Fitness Court are owned solely by NFC. So, these proprietary goods and services, unique to NFC, are the only source of this system if a municipality wants to partner in the fitness campaign in conjunction with over 500 municipalities nation-wide. Because no other vendors can provide this very particular Fitness Court System, the use of the sole-source procurement process is allowable under the aforementioned Oregon public contracting laws.

This notice looks to share the City of Canby's intent to rely on this contracting method and provide information to the public and any interested persons if they want an opportunity to protest. Within seven days of this notice, any protester can submit a written comment or complaint directed to the Canby City Council regarding this matter. The protest should provide a detailed statement of the legal and factual grounds for the protest, a description of any resulting harms to an affected person or persons, and the relief requested. Any timely protest will be answered prior to the City awarding this contract using the sole-source procurement method.

Written protests must be delivered to Eileen Stein, Canby Interim City Administrator, 222 NE 2<sup>nd</sup> Ave., Canby, Oregon, 97013 no later than 12:00pm PST on June 21, 2023. Written protests received after the closing date and time are not timely and will not be considered. Protests can also be submitted via email at [steine@canbyoregon.gov](mailto:steine@canbyoregon.gov).

DATED THIS 9<sup>TH</sup> DAY OF JUNE 2023.

Eileen Stein

Canby Interim City Administrator

PUBLISH: Canby Herald-Pioneer June 14, 2023





# NATIONAL FITNESS CAMPAIGN

2023 HEALTHY CITY CAMPAIGN BRIEFING



NATIONAL FITNESS CAMPAIGN  
**BROUGHT TO YOU BY**





## WHO WE ARE

National Fitness Campaign is a San Francisco based wellness consulting firm.



## WHAT WE DO

NFC develops partnerships with cities, schools and sponsors to build healthy communities.



# 40+ YEARS IN THE MAKING CAMPAIGN HISTORY



**FITNESS COURT INVENTED**  
SAN FRANCISCO • STANFORD



**FIRST NATIONAL SPONSOR**  
3 COUNTRIES • 10,000 FITNESS COURTS



**REDESIGNED**  
FOR IMPACT IN 21ST CENTURY



**WELCOMING 500<sup>TH</sup>**  
HEALTHY COMMUNITY ACROSS AMERICA



**NFC EXPANDS TO 10,000**  
COMMUNITIES WITH PARTNERS

1979

1980's

2012

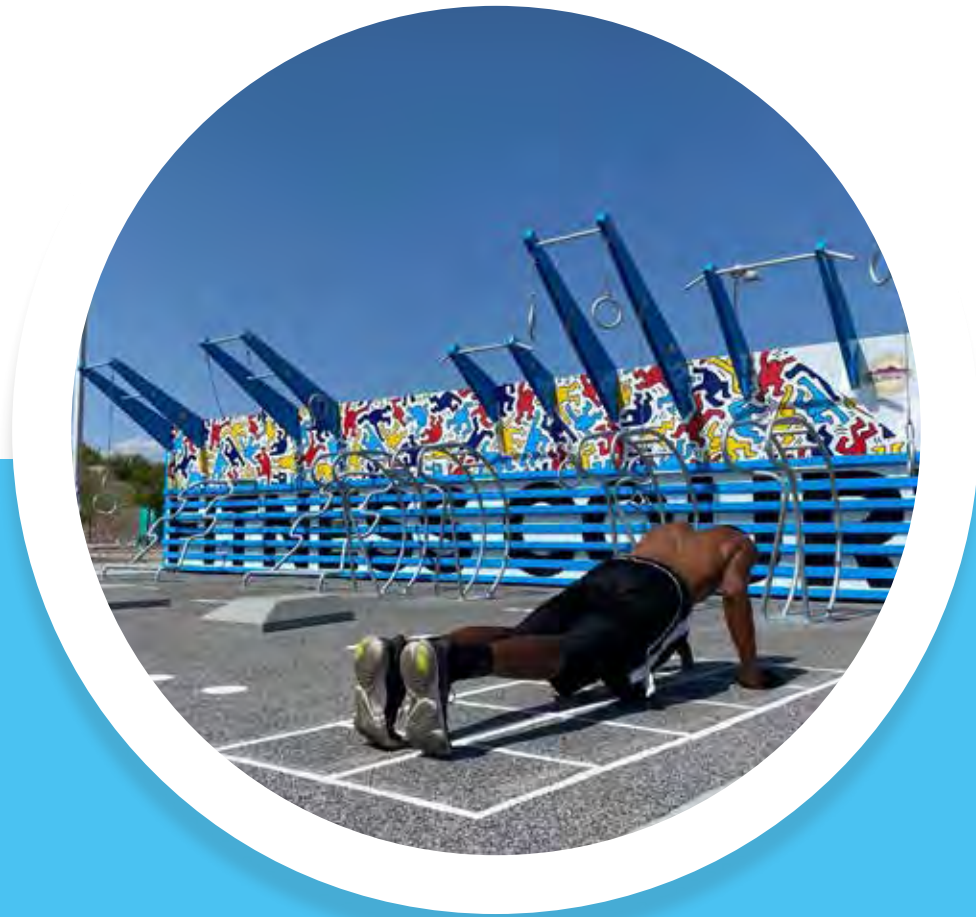
2023

2030's



# CAMPAIGN IMPACT

Cities designed for people have a tremendous impact on the health and happiness of their residents.



This is our work at the campaign, to improve the quality of life for people in every community.

*LET'S BRING PEOPLE OUTDOORS AND BUILD A WELLNESS CULTURE TOGETHER!*







OUR MISSION

# BUILD HEALTHY COMMUNITIES



*WE MAKE WORLD CLASS  
FITNESS FREE!*



# CAMPAIGN OVERVIEW



A COMPREHENSIVE  
COMMUNITY WELLNESS  
PROGRAM







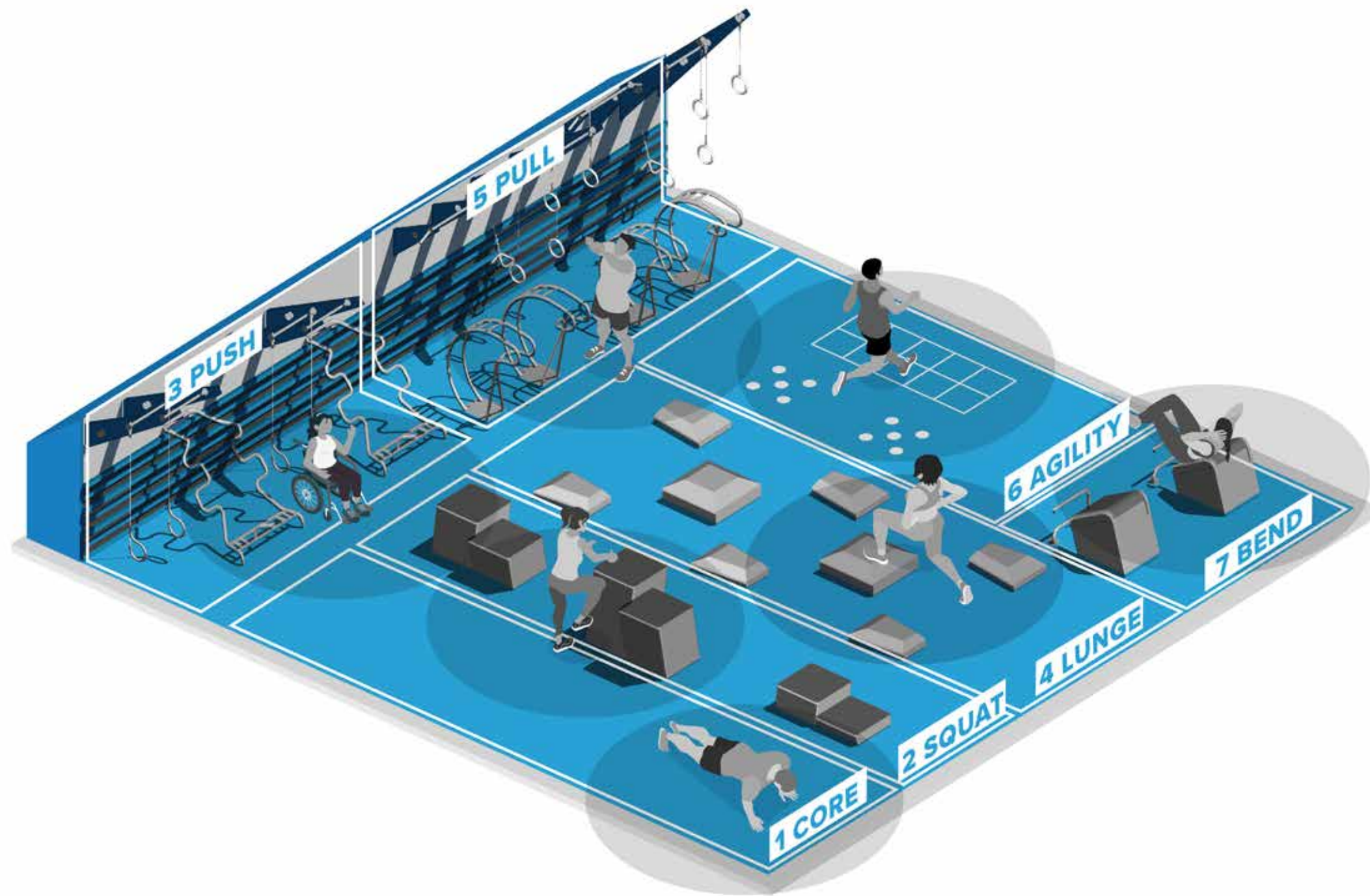
FITNESS COURT®



FITNESS COURT®  
WORLDS BEST OUTDOOR GYM







FUNCTIONAL TRAINING SYSTEM  
THOUSANDS OF EXERCISES

*SCIENTIFICALLY DESIGNED*

## 7 MOVEMENT FULL BODY WORKOUTS



CORE



SQUAT



PUSH



LUNGE



PULL



AGILITY



BEND





## ADULTS OF ALL AGES AND ABILITIES



I am glad to see movements to improve balance.

- Carol Claybaker, Senior Resident of Janesville, WI





Madison Heights, MI  
Take the Challenge

#FitnessCourt

FITNESS COURT® APP  
CAMPAIGN SERVICES



NATIONAL FITNESS CAMPAIGN

# CAMPAIGN SERVICES



**PRE LAUNCH  
SUPPORT**



**AMBASSADOR  
TRAINING**



**MEDIA & PRESS**



**LAUNCH!**



**FREE WORKOUTS  
& GROUP CLASSES**



**IMPACT**

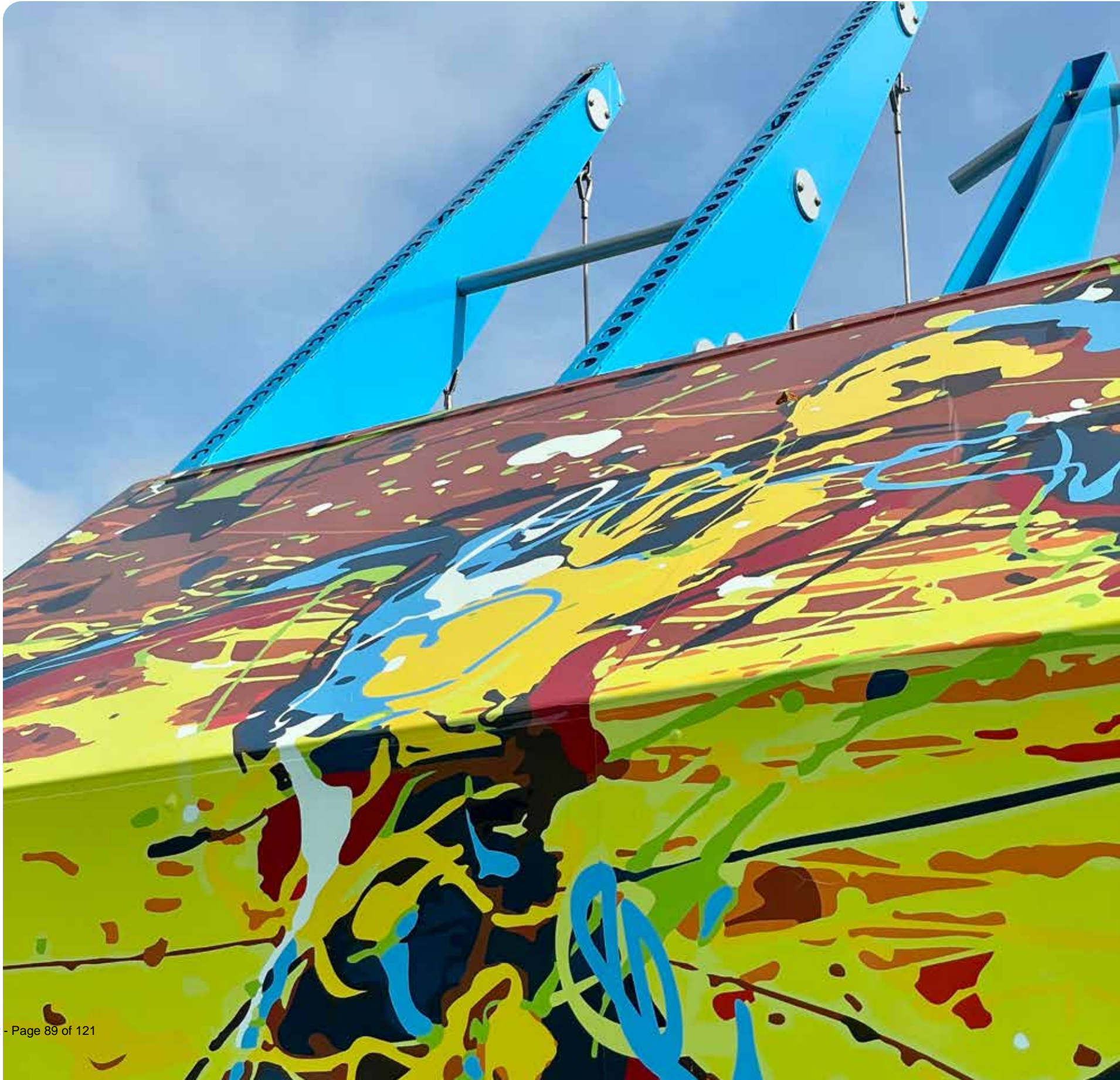
Build a wellness culture to engage people in healthy communities!



FITNESS COURT PUBLIC ART



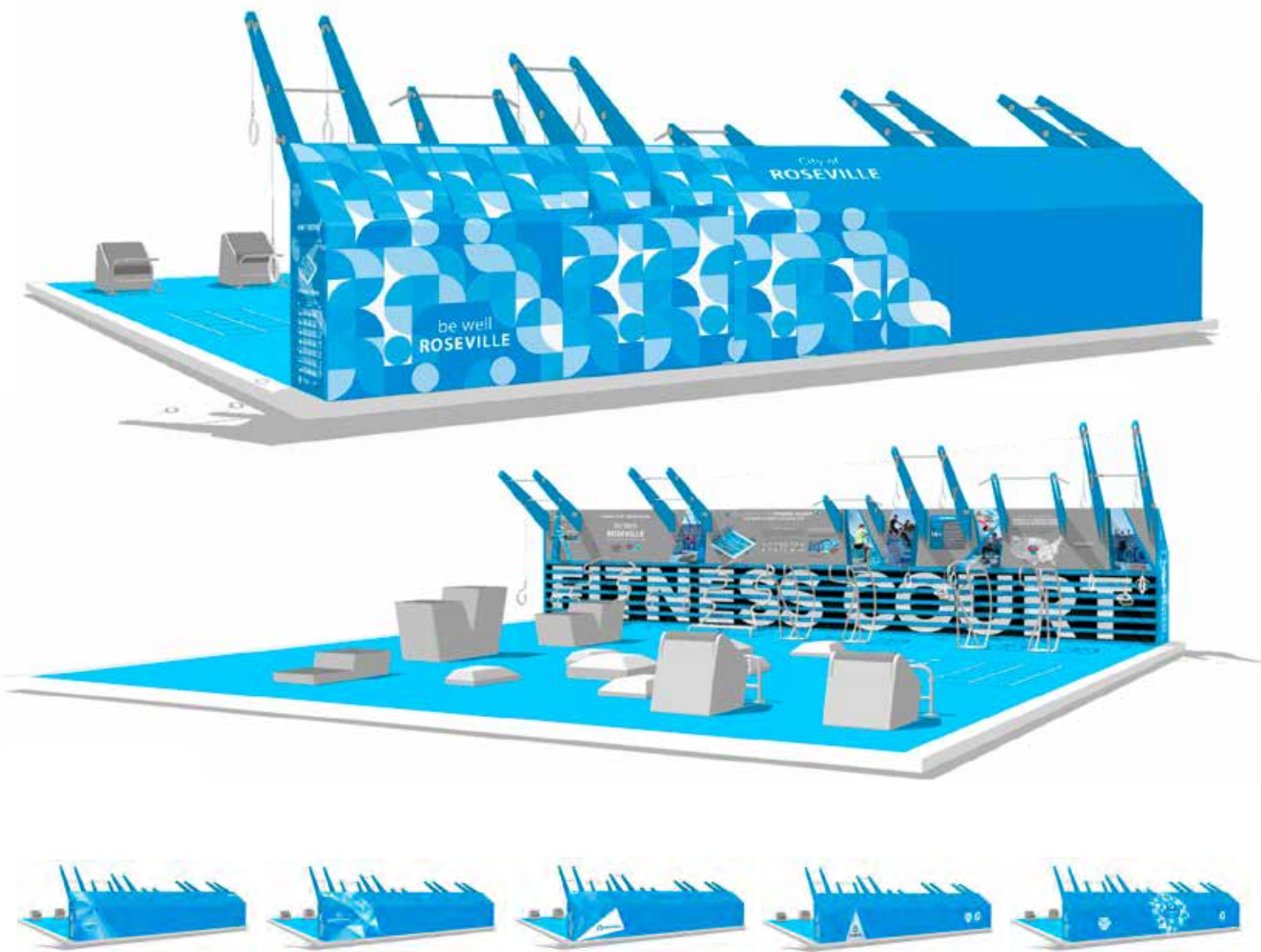
NATIONWIDE GALLERY





# FITNESS COURT® PUBLIC ART

New for 2023: Nationwide Public Art Collection



**2023 NFC Public Art Collection**  
*No Additional Funding Required*

Each Fitness Court® is a one-of-a-kind work of art.

## NFC DESIGN STUDIO

Additional Funding Required:  
**\$10,000**



## LOCAL ARTIST

Additional Funding Required:  
**\$25,000**



## FEATURED ARTIST

Additional Funding Required:  
**\$100,000**



2023 JEAN-MICHEL BASQUIAT



# CAMPAIGN OVERVIEW

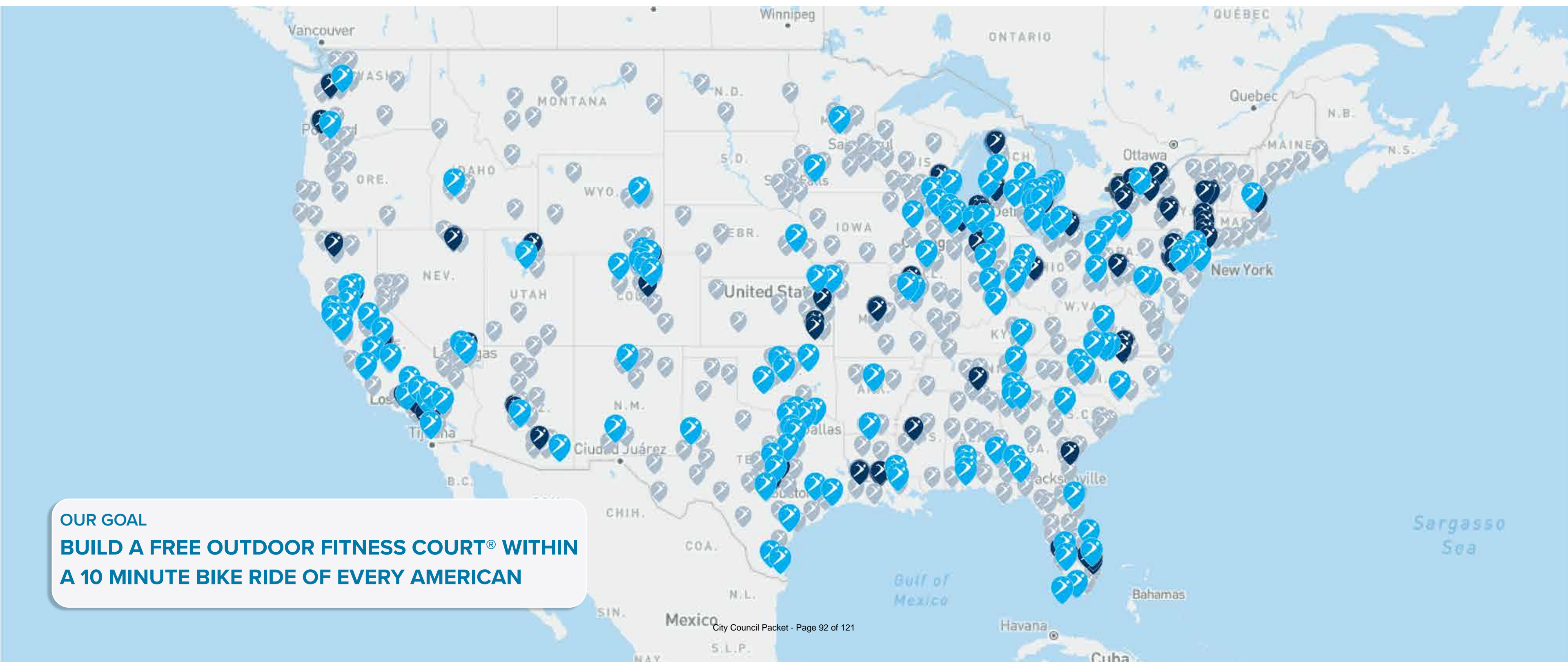


**A COMPREHENSIVE  
COMMUNITY WELLNESS  
PROGRAM**



10,000+ Fitness Courts® coming to America by 2030

We are building the largest public private partnership in support of community wellness in America!



OUR GOAL  
BUILD A FREE OUTDOOR FITNESS COURT® WITHIN  
A 10 MINUTE BIKE RIDE OF EVERY AMERICAN





NATIONAL FITNESS CAMPAIGN

# 2023

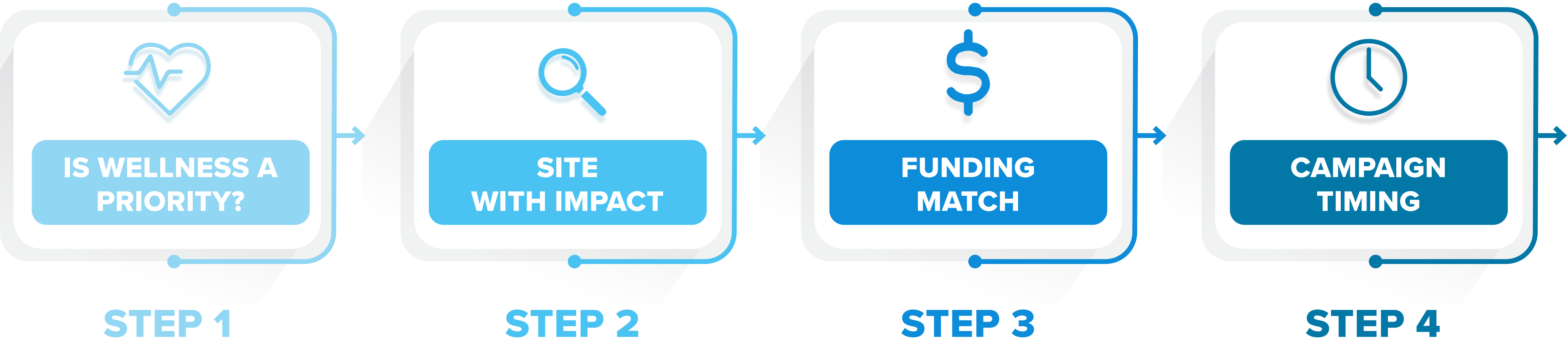
**225 NEW PARTNERS**

WE'RE PLEASED TO ANNOUNCE THE 2023 CAMPAIGN





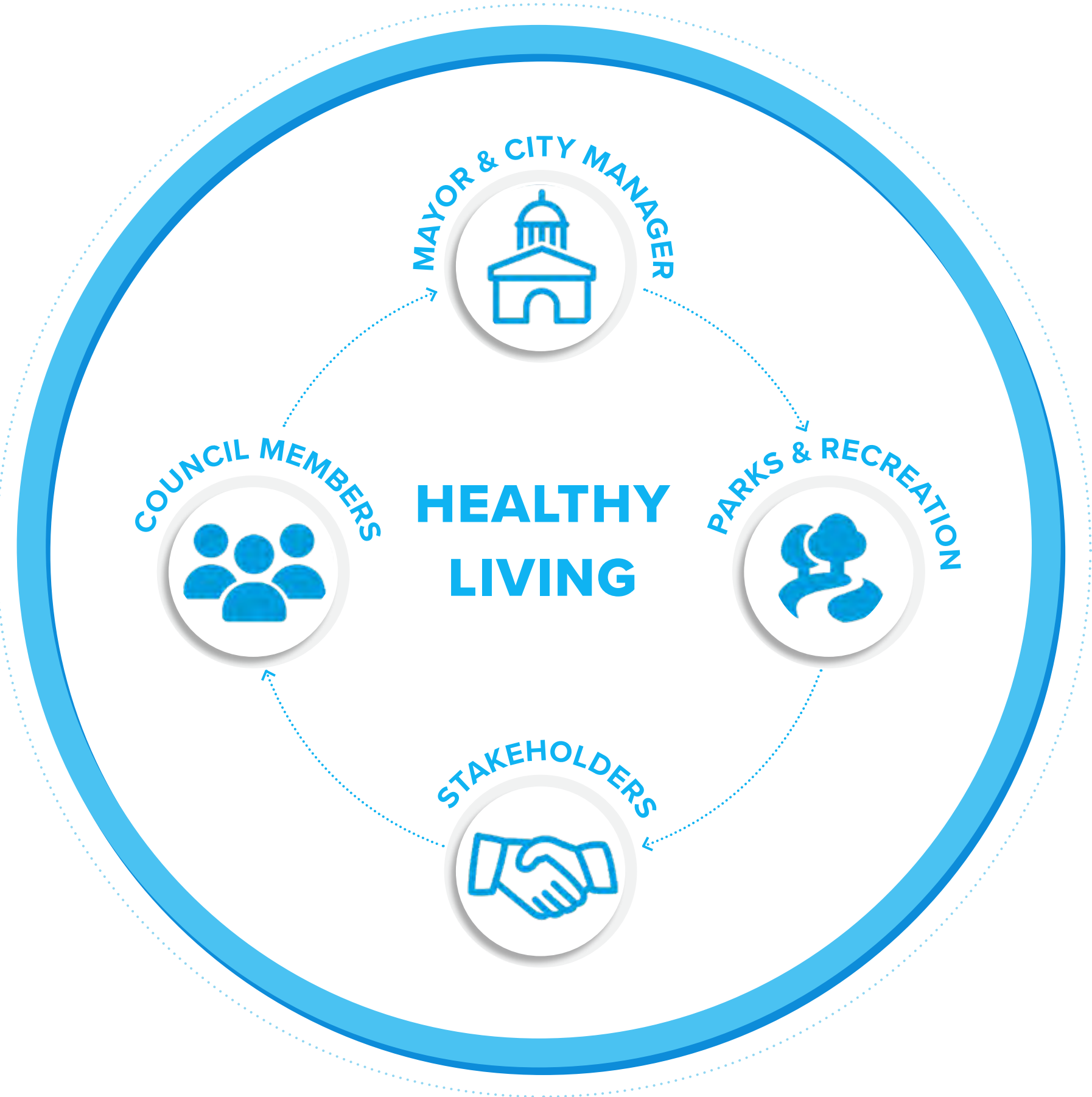
# NFC GRANT PROGRAM





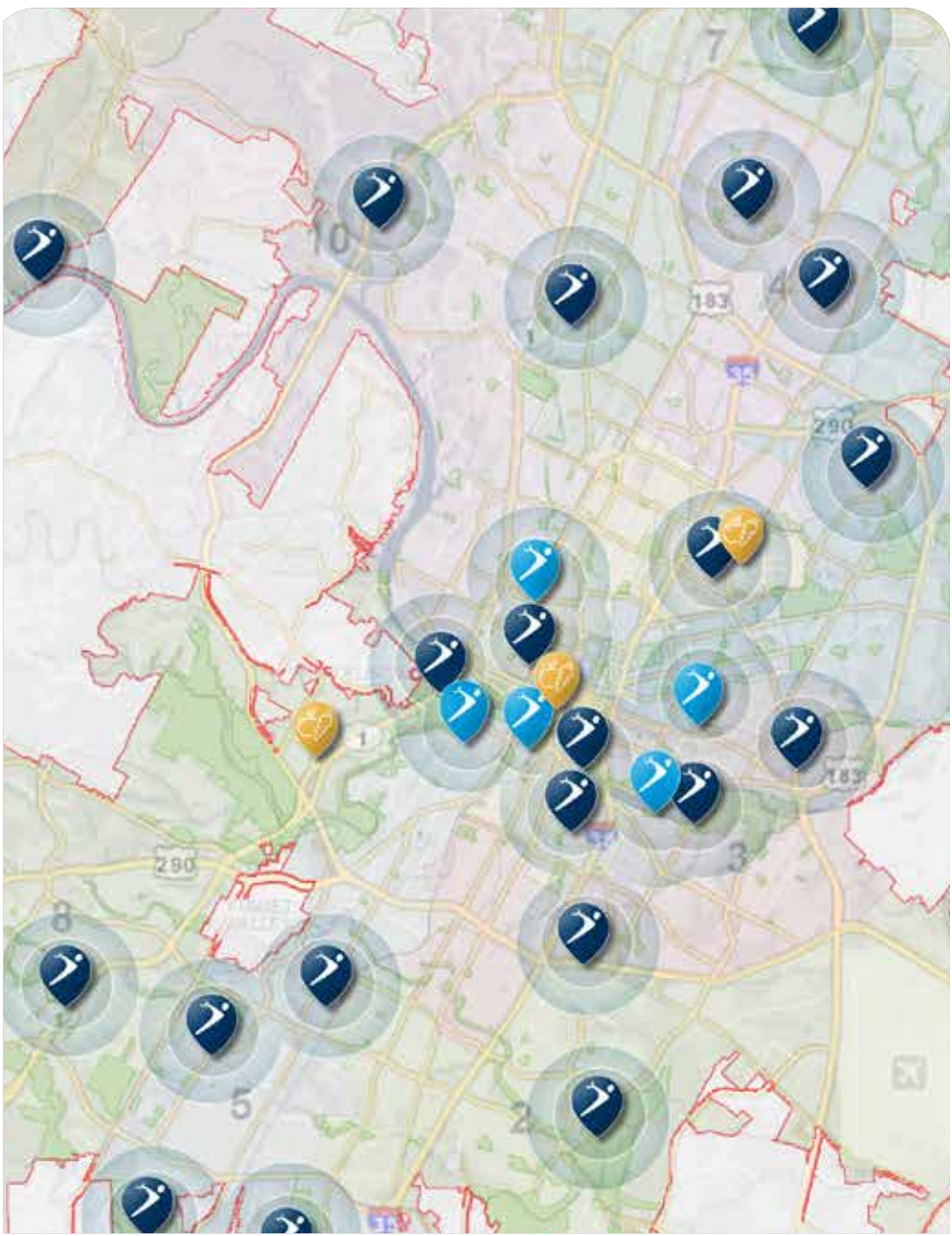
# WELLNESS AS A PRIORITY

## STEP 1





Feasibility Study for Fitness Court® Locations  
Design & Planning Consulting



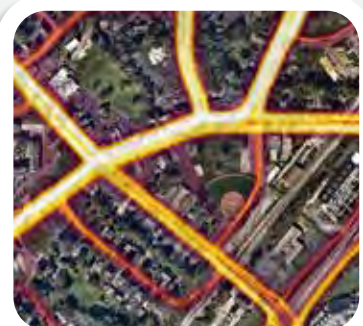
Funding support for a network of Fitness Courts to encourage pedestrian movement across the community



Walk, Bike, Run, Jog



Site Plan Integration



Pedestrian Movement Analysis

STEP 2

1

VISIBLE

Site locations must be recognizable with high visibility.



2

ACTIVE

Site locations must be heavily trafficked and centrally located.



3

CONNECTED

Site locations must be integrated with pedestrian infrastructure.





# 2023 CAMPAIGN FUNDING REQUIREMENT

## NFC PROGRAM FUNDING

The Fitness Court® and National Campaign Services

\$ 155,000

### Public Art Options



NFC Standard  
Included



NFC Design Studio  
\$10,000



Local Artist  
\$25,000

OPTIONAL

NFC NATIONAL GRANT FUNDING AWARD

\$30,000

NFC PROGRAM TOTAL WITH \$30,000 GRANT AWARD

\$ 125,000

CONCRETE SLAB

Can be performed in-house or in-kind

est.\$ 0-20,000

EIS INSTALLATION

Turn Key Fitness Court Assembly  
Art & Graphic Installation  
Installation Partner (separate contract)



\$ 25,000

With Prevailing Wage Rates: \$27,000

## TOTAL FUNDING REQUIREMENT



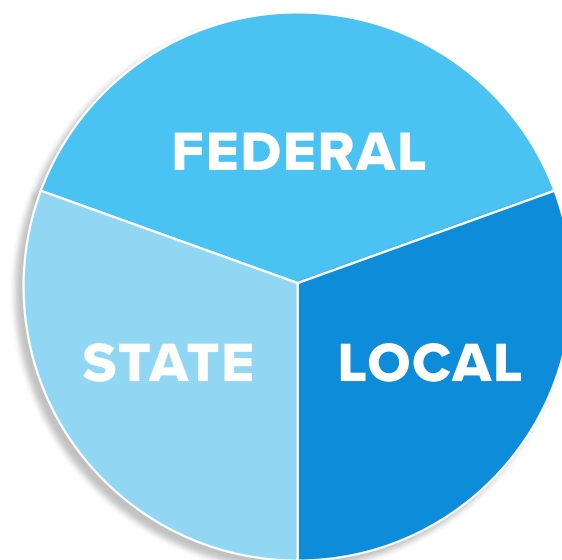
\$150,000

-\$170,000

Includes standard art collection

# ALTERNATE FUNDING PATHWAYS

## FEDERAL AND STATE FUNDING



Expert funding consulting  
for eligible partners



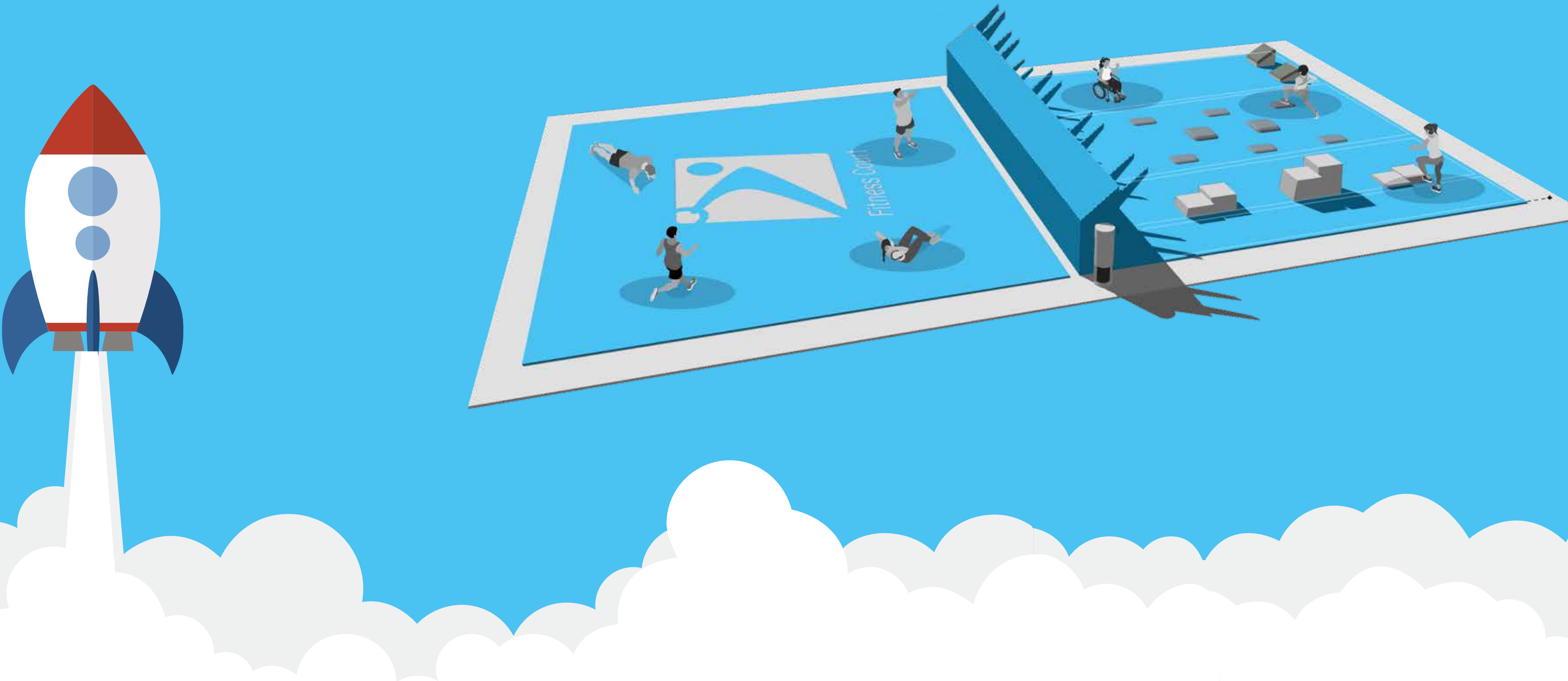
## LOCAL AND REGIONAL SPONSORS





# FITNESS COURT STUDIO<sup>®</sup>

LAUNCHING NATIONWIDE IN 2023





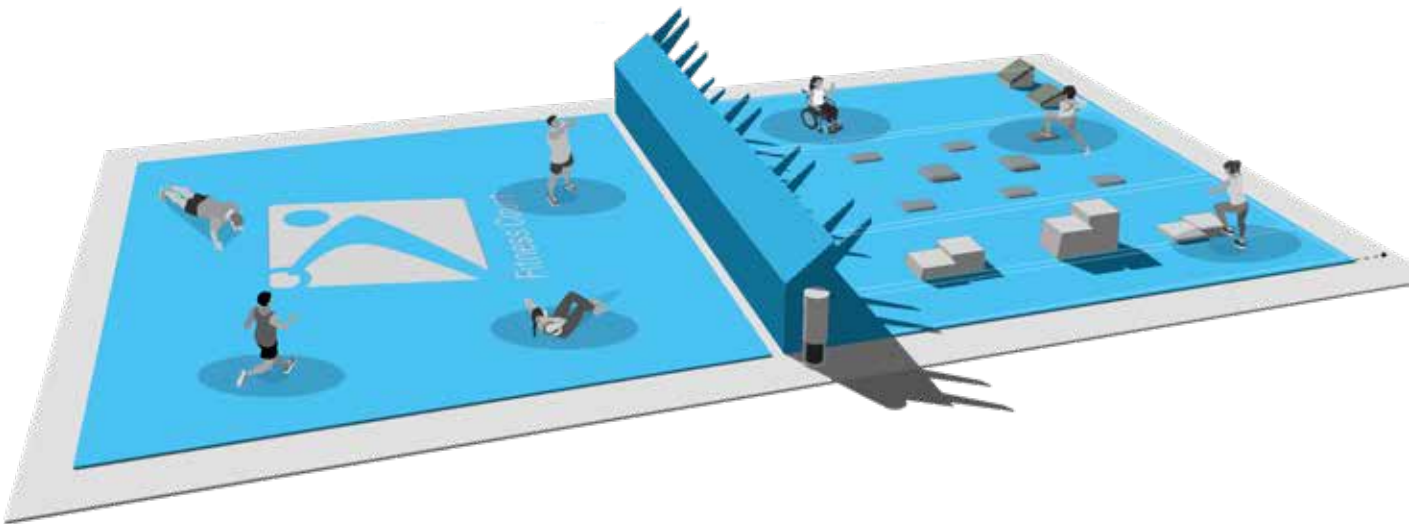


**FITNESS  
ART  
DANCE  
YOGA  
ZUMBA  
PILATES  
STRETCH**





# FITNESS COURT STUDIO®



- World's first integrated outdoor gym experience with two programmable class rooms
- Over 2,000 square feet of wellness infrastructure
- Includes edge to edge art mural as studio classroom backdrop
- Compatible with existing Fitness Courts® and your Fitness Court® network

**ADDITIONAL  
FUNDING REQUIRED**

**\$35,000**

*\*\*Limited Fitness Court Studio® programs available in each state in 2023*

**CONCRETE SLAB ADDITION**

Can be performed in-house or in-kind

est. **\$0-15,000**





### 2023 GRANT APPLICATION PERIOD NOW OPEN



Campaign seeking qualified applicants  
able to meet the 2023 time frame for  
adoption and local funding match.



# PARTNERSHIP QUALIFICATION PROCESS

## PRE APPLICATION PHASE

- 1 Feasibility Review
- 2 Evaluation Call
- 3 Non-Binding Grant Application

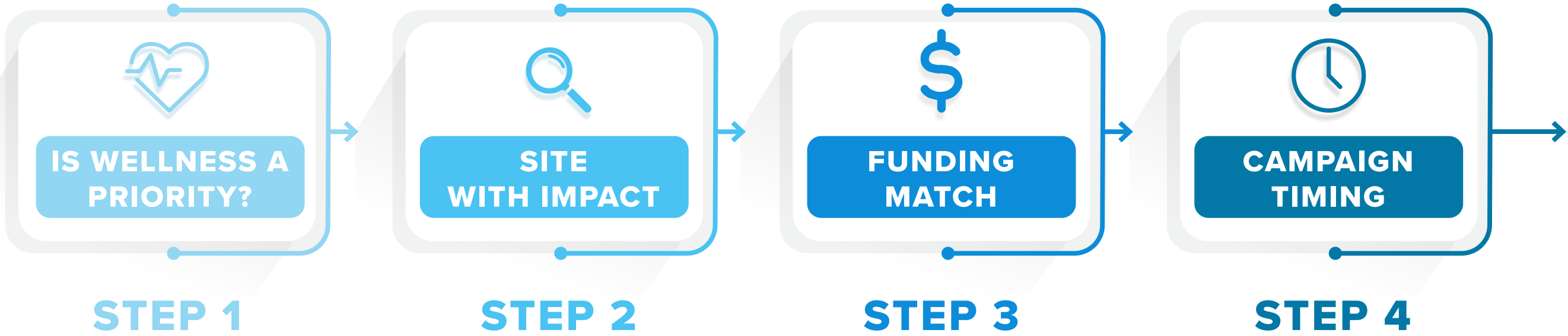
## AWARD PHASE

- 4 Award of Grant Eligibility *(First Come, First Served for Qualified Applicants)*
- 5 Local Adoption by Governing Body
- 6 Develop and Confirm Funding Match

## LAUNCH PHASE

- 7 Shipment for Storage
- 8 Install Concrete Slab and Art Approval
- 9 Fitness Court Assembly
- 10 Press Launch Ceremony





**SCHEDULE  
EVALUATION  
CALL IF  
APPROPRIATE**

**NEXT STEP**



## NFC 2023 HEALTHY CITY GRANT APPLICATION

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### I. GENERAL INFORMATION

Legal Name of Organization	City of Canby, Oregon
Application Type	Parks & Recreation Department
Website URL:	<a href="https://www.canbyoregon.gov/">https://www.canbyoregon.gov/</a>
Applicant Name	Ryan Potter
Address	222 NE 2nd Avenue Canby, OR 97013
Office Phone	(503) 266-0712
Cell Phone	(503) 266-0712
Email	<a href="mailto:potterr@canbyoregon.gov">potterr@canbyoregon.gov</a>

### II. Community Eligibility Details:

<b>Why should National Fitness Campaign consider pre-qualifying your city, municipality or organization for funding and partnership in the 2023 Healthy City Program?</b>	Earlier this year, the City of Canby adopted a Comprehensive Parks and Recreation Master Plan that reaffirms the City's (and the overall community's) dedication to growing local recreational opportunities. The master plan takes a deep dive into our City's growth patterns, its demographics, and its unmet needs. Because the City is now progressing into the implementation stage of the planning process-including completing a capital improvement plan-the timing is perfect to identify new recreation projects consistent with the master plan's vision. Our community is hungry for new ways to exercise, be healthy, and socialize.
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<p><b>Please describe your existing recreation and wellness infrastructure for your audience, community members and visitors, especially any current or planned pedestrian-oriented design (i.e. trail systems, pedestrian focused amenities and services, Rails-to-Trails projects, planned bicycle pathways, etc.)</b></p>	<p>In addition to our system of neighborhood and community parks, Canby features two defining pedestrian/bicycle amenities that are unique to the community. The first is the Molalla Forest Road/Logging Trail. This former logging road is a paved multiuse trail that traverses the heart of Canby, connecting its northern edge at the Willamette River to its growing southern edge. The trail features several grade-separated sections including a bridge over OR Hwy 99E. In 2017, a 3.3-mile segment south of the City limits was donated to the City and a preliminary development plan for this area was adopted in 2020.</p> <p>The second defining pedestrian amenity is the City's "Emerald Necklace," a trail and series of green spaces that is being developed in phases around the perimeter of the City.</p>
--	---

<p><b>Describe current policies, initiatives and/or programs that contribute to health equity across all neighborhoods in your city.</b></p>	<p>The aforementioned City of Canby Comprehensive Parks and Recreation Master Plan adopted this year was specifically designed to determine the community's needs and desires related to recreation and to identify deficiencies in the community's park system. The plan illuminates a number of needs, including areas where children are not within easy walking distance of a playground, a lack of space for programmed exercise/athletics, and overall underserved populations (older adults, teenagers, and Hispanic families). The plan's goals and policies aim to advance equity in the City by filling these unmet needs, including building new facilities and developing a true Recreation Department that provides recreational programs.</p>
--	---

<p><b>Provide an overview of existing funding measures in place that support parks and recreation and outdoor infrastructure in your city.</b></p>	<p>The City funds parks and recreation through a variety of means, including System Development Charges [SDCs] collected from development (used for building new or upgraded facilities that add capacity), monies from the City's General Fund, grants, and a Park Maintenance Fee. The City's adopted budget for the 2022-2023 fiscal year identifies over \$3 million of expenditures for the Parks Department. The Parks Maintenance Fee was extended by Council in August 2022.</p>
--	--

<p><b>Please describe your future park, trail, and pedestrian infrastructure plans.</b></p>	<p>A substantial number of parks and recreation projects are identified in the newly adopted Master Plan and the associated Capital Improvement Plan. These include creating development plans for updating several of the City's older parks, building an off-leash dog park, exploring land acquisition for future parks, extending long-term leases with the School District for the Swim Center and Adult Center, building a new park in the Auburn Farms/Dodd Farm neighborhood, creating and implementing an ADA plan for all park facilities, and phased extension of the Molalla Forest Road/Logging Trail. The Bicycle and Pedestrian Advisory Committee has also been working with the City's Public Works Department on a number of improvements related to upgrades to pedestrian paths, sidewalks, and bike routes.</p>
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<b>Support: Who else among your community leadership has adopted or supported feasibility for partnership in the NFC initiative?</b>	Parks & Recreation Commission / Board Mayor or Council / Board Administrator(s)
<b>Please list any community groups and organizations that will be involved with activating and promoting this initiative.</b>	Parks and Recreation Advisory Board, Bike and Pedestrian Committee, City Staff
<b>Are there any future park or trail masterplans for which you may be interested in utilizing NFC's Healthy Infrastructure Consultation and Services?</b>	Unsure

### III. MULTI-SITE INFORMATION

<b>Site #1 Name:</b>	Legacy Park
<b>Site #1 Google Maps or other web URL of location</b>	<a href="https://goo.gl/maps/7UjFSGHZVuFJcQUZ8">https://goo.gl/maps/7UjFSGHZVuFJcQUZ8</a>
<b>Site #1 Location Type</b>	Public Outdoor Park
<b>Can you confirm that this site location supports a site for the Fitness Court that is a minimum safe distance of 150' from the nearest playground or children's play area to comply with national grant and safety standards?</b>	Yes
<b>Is this site both highly visible and easily accessible?</b>	Yes
<b>Has the site been approved by appropriate stakeholders or community leaders?</b>	Yes
<b>Please describe what makes this site an excellent option for a Fitness Court in your community.</b>	This site is a well-used park directly adjacent to a walking track, adult center, and swim center.
<b>Do you plan to qualify additional sites for future funding consideration at this time?</b>	No
<b>Additional graphic aids or materials can be uploaded below or sent via email to <a href="mailto:partnerships@nfchq.com">partnerships@nfchq.com</a></b>	<a href="https://www.formstack.com/admin/download/file/13882466085">https://www.formstack.com/admin/download/file/13882466085</a>

#### IV. Timing & Funding Information

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What month of the year does your fiscal year begin? July

If selected as a Partner and awarded the Healthy Cities Grant of \$30,000, how do you plan to match the remaining funding required? Option 1 - Full support for remaining funding in local budget.

Will you be applying for, and considering the 2023 Fitness Court Studio program? Yes

The Fitness Court Studio requires additional funding of \$35,000, plus additional extension of the concrete slab. From what funding sources/ in kind assistance do you plan to provide the additional \$35,000 in funding and additional concrete and installation support to bring one of the First Fitness Court Studios in America to your community? Agency, school or municipal budget  
Local donors

Can you confirm that your first Fitness Court will be open and available for public use in 2023? Yes

Is your agency/ municipality tax exempt? Yes

Please enter your tax exempt number: 93-6002130

What is your sales tax percentage (%)? Not applicable; there is no sales tax in Canby.

#### V. Site Design, Installation and Maintenance

---

All Fitness Courts receive standard NFC Public Art Collection art and graphics and NFC standard design services. For additional funding, Fitness Courts can feature expanded graphics and/or have a custom mural wall per the NFC Design Studio and Local Artist program options. Are you interested in any further customization to your Fitness Court that goes beyond the standard design services? Yes - Please share more information on funding requirements for NFC Design Studio and Local artist program options.



**Maintaining the Fitness Court is the responsibility of the local site partner. Acceptance of a Grant Award requires compliance with standard NFC maintenance protocols. These include proper cleaning and repair of any damages to the Fitness Court and Graphics for a minimum period of 20 years. Do you acknowledge these requirements and commit to fulfilling them if selected?**

---

Yes

**The Fitness Court installation requires a 38'x38' concrete slab foundation, and in the case of a Fitness Court Studio, 38'x76 concrete slab foundation'. Engineered plans are provided by NFC. How do you plan to accommodate this installation component?**

---

Bid out to local contractor

**Please confirm that you will install your Fitness Court within your awarded campaign calendar year, weather permitting, and that if weather prevents an install, please confirm that you will install within 6 months of the next calendar year as soon as weather subdues.**

---

Yes

**Please confirm you understand that NFC will not be liable for any expired adhesive or outdated revision designs of the Fitness Court outside the calendar year of the campaign year you are selected for. While NFC strives to be accommodating for unique scenarios, Partner recognizes NFC is not responsible for installation support & launch assistance outside 1.5 years from original shipment of Fitness Court.**

---

Yes

The NFC program can include certified assembly by a National Approved Installer Network team. Installer funding is transacted separately, ranging from \$25,000-\$27,000, and processed upon scheduling of assembly. Please confirm below that you will be proceeding with a National Approved Installer Network team.

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Please confirm that you understand NFC may request site photographs at the discretion of the National Grant Committee and sponsors to confirm local site status, which must be provided within 72 hours.

---

## VI. Partnership & Sponsors

---

Are you willing to host an opening day celebration at your Fitness Court inviting civic leaders, community supporters and the local media?

---

In consideration of the initiative being funded through the NFC sponsorship program, and in some cases, local or regional sponsors, will you allow the identification of major sponsors on the Fitness Court mural wall?

---

Please confirm that you understand that NFC sponsors and partners reserve the right to provide new graphics and messaging on the rear of the Fitness Court for approved Fitness Courts at the conclusion of 36 months. Agency or municipality shall be allowed to approve the new design but shall not unreasonably withhold approval.

---

Promote awareness of, and usage of, the Fitness Courts and demonstrate the value of an active lifestyle using the Fitness Court App, NFC website and activation tools provided?

---



Promote sponsors who have supported the Campaign, and join relevant regional and national events and promotions?

Yes

Establish a long term point of contact at your community to support an annual partnership support call, providing updates for relevant tools, communication programs, and promotions to support continued engagement with your community?

Yes

## VII. NFC Grant Award Acceptance:

How will your organization accept the \$30,000 Healthy Cities Grant Award of Eligibility and confirm that your matching funding will be available and committed to this program following appropriate local procedures and adoption steps?

Council/Board Resolution of Adoption

## VIII. Applicant's E-Signature

Signature

A handwritten signature in black ink, appearing to be "B. B.", is written over a horizontal line.

Date/Time

Dec 16, 2022



## Congratulations!

Canby, OR has been selected as a 2023 Healthy Cities Campaign Grant Recipient!

Dear Ryan,

On behalf of the National Fitness Campaign Grant Committee, we are pleased to share that Canby, OR has been selected as a grant eligible partner in the 2023 Healthy Cities Campaign! This notification letter confirms eligibility for one (1) 2023 NFC Grant of \$30,000. The next step is to schedule your official Grant Eligibility Award Call within the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year's campaign. A copy of your GPR Document is attached to this formal award letter for your review, and is based on dates submitted in your Grant Application.

The \$30,000 Grant Award will be confirmed pending 1) the submission of a Resolution of Adoption, endorsed by your local governing body or appropriate council, and a countersigned copy of the attached formal GPR document within 60 days of the Award Call, 2) authorization to proceed, documented by formal funding confirmation (commonly a purchase order) and 3) confirmation of a scheduled shipping date for the Fitness Court and appropriate storage plans. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign.

To support this partnership and align your GPR milestones with your community's local adoption and funding processes, we have assigned a Partnership Manager – Aubrey Maggard – as your dedicated partner and champion in support of this partnership. Over the coming months, Aubrey will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2023 Healthy Cities Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

Here is a sneak peak at what's ahead:

- Fitness Court® Launch – Cut the ribbon on your beautiful new outdoor gym & announce free fitness to the community!
- Classes & Challenges – Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events.
- Press & Promotions – Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement!

Once again, we are thrilled to invite you to join us as a partner in the 2023 Healthy Cities Campaign, and we look forward to making world-class fitness free in Canby, OR!

Best in Fitness,

Mitch Menaged, Founder





## Canby, OR - National Fitness Campaign

### 2023 Funding Cycle Grant Program Requirements (G.P.R.)

#### MILESTONE 1: ADOPTION

- **Summary:** Commit to project adoption and confirm matching funding
- **Requirement A:** Countersigned Grant Program Requirements Document
- **Deadline:** 2/3/2023
- **Requirement B:** Resolution of Adoption or Letter of Support
- **Deadline:** 3/24/2023

\*Purchase Order Will Satisfy Adoption Requirement if Submitted Within 60 Days of Grant Award

#### MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

- **Summary:** Execute budgeting and fundraising plan (as needed) and confirm total required funding
- **Requirement:** Funding confirmation document submitted to NFC for remaining program funding (typically P.O)\*
- \*Refer to Official Quote and Funding Requirements Summary for details
- **Deadline:** 7/7/2023

#### MILESTONE 3: SHIPMENT FOR STORAGE

- **Summary:** Identify Fitness Court® storage location and schedule Fitness Court® delivery
- **Requirement:** Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for program funds
- **Deadline:** 7/8/2023 to 7/29/2023

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#### MILESTONE 4: INSTALL CONCRETE SLAB & ART APPROVAL

- **Summary:** Review slab drawings & schedule concrete installer, confirm Fitness Court orientation, Approve art print preview
- **Requirement:** Install concrete slab (*cure time of 28 days before Fitness Court® installation*)
- **Deadline:** August 2023 - pending weather

#### MILESTONE 5: FITNESS COURT® ASSEMBLY

- **Summary:** Select Fitness Court® Assembly Team - NFC'S Installation Network is recommended, (includes art install)
- **Requirement:** Confirm installation timeline with NFC, provide completed installation photos for NFC inspection
- **Deadline:** September 2023 - pending weather

#### MILESTONE 6: PRESS LAUNCH CEREMONY

- **Summary:** hold Fitness Court® press launch event & ribbon cutting
- **Requirement:** Promote press release, hold launch event within campaign year (weather permitting)
- **Deadline:** October 2023 - pending weather

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Trent Matthias, Director  
National Fitness Campaign

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Ryan Potter, Planning Manager  
Canby, OR

*It is noted by the National Fitness Campaign and the municipality, school or organization listed above that this document in no way constitutes a binding agreement, or requirement to proceed with the NFC Program at any time. Formal commitment occurs upon receipt of complete local match funding by the program awardee, with submission of Funding Confirmation Documentation to National Fitness Campaign.*



## Exhibit A

### National Fitness Campaign LP

For all questions regarding this quote, contact: [info@nfchq.com](mailto:info@nfchq.com)

# QUOTE

Created Date 2/1/2023  
Expiration Date 7/7/2023  
Quote Number 00000550  
Bill To Name Canby, OR  
Bill To 182 N. Holly Street  
Canby, OR 97013  
US

Description	Quantity	Total Price
2023 - Fitness Court® and National Campaign Resources	1.00	\$155,000.00
2023 - Fitness Court® Studio Add-On	1.00	\$35,000.00
Freight, Packing and Insurance for shipment	1.00	\$0.00
NFC National Grant Funding Award	1.00	(\$30,000.00)

Tax % 0.0000%  
Grand Total \$160,000.00

## Terms

### 1. PAYMENT TERMS

Purchaser will pay Seller 100% of the Purchase Price upon receipt of delivery. Purchaser is responsible for payment of shipping costs, including packing, insurance, and freight. These payment terms will apply unless both parties have agreed to other approved payment terms.

### 2. TAX EXEMPTION

This quoted total is based upon Purchaser's tax-exempt status, for which verifying documentation must be provided to the Seller. If the Purchaser is not tax-exempt, sales tax will be applied before Purchase Price is considered final or binding.

### 3. STANDARD WARRANTY AND TERMS

NFC standard warranty and terms apply. See [nationalfitnesscampaign.com/warranty](http://nationalfitnesscampaign.com/warranty) for details.

### 4. PURCHASER OBLIGATIONS / TERMS AND CONDITIONS

Purchaser acknowledges upon receipt of the Fitness Court that they are responsible for the following items concerning the purchase of the Fitness Court which includes Design, Activation, and Campaign Resources:

- Purchaser is responsible for providing storage of the Fitness Court with insured protection, including liability, theft, or damage.
- A safe and environmentally controlled storage environment is required to store the tile adhesive. Store tile adhesive at temperatures between 50°F (10°C) and 100°F (38°C).
- NFC is not responsible for damage after receipt of goods by the Purchaser.
- Purchaser is responsible for (under a separate agreement) providing installation of the concrete slab footing, applicable ADA Access, Pour In Place or Tile Flooring installation, and Fitness Court installation per the NFC Installation Manual, adhesive manufacturers recommendations, and local safety, permitting, building, and planning code requirements.
- Assembly Completion Certificate submission to NFC is required within 15 days of Fitness Court Installation.
- A safe and environmentally controlled storage environment is required to store digital print graphics.
- NFC shall not be responsible for work performed by others.
- Purchaser to provide all on-site maintenance, safety, and security.
- Purchaser shall not allow any use of Fitness Court until all Graphics are installed.
- Purchaser understands that the use of exercise equipment incurs risks that are voluntarily entered into. Terms of Use of the Fitness Court by the public located at the purchaser's site shall be governed by the Purchaser in addition to the NFC minimum guidelines.
- Purchaser must maintain graphics and posted safety rules and regulations.
- Purchaser shall be responsible for site selection and all inherent risks associated with the choice of site selection, including risk to the general public.
- If the Purchaser is not the legal Land Owner, then they are required to ensure that the Land Owner is aware of and willing to abide by all Obligations / Terms and Conditions. Otherwise, they shall be responsible for these obligations, including Terms of Use. The same obligations and liabilities shall exist if the Fitness Court, which includes Design, Activation, and Campaign Resources, is sold, acquired, assumed, transferred, or gifted to another party. The new party must be aware of and willing to abide by all Obligations / Terms and Conditions herein or they will retain responsibility.

### 5. PURCHASER ACKNOWLEDGMENTS

Purchaser acknowledges and accepts upon receipt of Fitness Court all terms and conditions as described above, including Payment Terms, Terms of Tax Exempt Status, NFC Standard Warranty & Terms, Warranty Disclaimers, and Purchaser Obligations.





## CITY COUNCIL STAFF REPORT

Meeting Date: 7/5/2023

To: The Honorable Mayor Hodson & City Council

Thru: Eileen Stein, Interim City Administrator

From: Joseph Lindsay, City Attorney/ Assistant City Administrator

Agenda Item: Consider Ordinance No. 1606, An Ordinance Authorizing the Interim City Administrator to Enter into a Contract Between the City of Canby and Beery, Elsner and Hammond, LLP for Interim City Attorney Services up to \$149,999.

Goal: N/A

Objective: N/A

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### **Summary**

In accordance with our Canby City Charter, any expenditure over \$50,000 has to be authorized by ordinance. The City Council's desire to contract with Beery Elsner and Hammond more quickly than the ordinance process allows required the Personal Services Agreement with them to be capped at \$49,999. Since the foreseeable value of this contract will out-pace \$50,000 within a few months due to the costs and amounts of the services needed, the City Council needs to pass an ordinance to amend the existing agreement by amending the language capping the amount at \$49,999 and replacing it with the maximum amount of \$149,999 to coincide with the formal quote process used in the procurement of this contract.

### **Attachments**

Ordinance 1606

Exhibit A—Personal Services Agreement.

### **Fiscal Impact**

There is not change in the rate of expense, but it will allow for expenditure beyond \$50,000 up to \$149,999.

### **Options**

Authorize the Contract amendment

Reject the Contract amendment

### **Recommendation**

Staff recommends the Council authorize the contract amendment by passing the ordinance.

### **Proposed Motion**

"I move to approve Ordinance 1606, An Ordinance authorizing the Interim City Administrator to enter into a Contract between the City of Canby and Beery Elsner Hammond LLP for Interim City Attorney services up to \$149,999 to a second reading on July 19, 2023."

## **ORDINANCE NO. 1606**

**AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO ENTER INTO A CONTRACT BETWEEN THE CITY OF CANBY AND BEERY, ELSNER AND HAMMOND, LLP FOR INTERIM CITY ATTORNEY SERVICES UP TO \$149,999.**

**WHEREAS**, the City of Canby has contracted with Beery, Elsner and Hammond for interim City Attorney services in the recent past to its satisfaction;

**WHEREAS**, the City of Canby wishes to contract with this firm again;

**WHEREAS**, the City of Canby obtained three written quotes for attorney services in accordance with the formal quote process under Oregon Public Contracting law; and

**WHEREAS**, the City of Canby would like Beery, Elsner, and Hammond to serve in a role as Interim City Attorney past an expenditure of \$50,000, requiring an ordinance per the Canby City Charter.

**NOW, THEREFORE, THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:**

**Section 1.** The Interim City Administrator is hereby authorized on behalf of the City to enter into a Personal Services Agreement with Beery, Elsner and Hammond to serve as Interim City Attorney for the City of Canby beyond a \$50,000 expenditure but under \$150,000. A copy of the Agreement is attached hereto as Exhibit "A."

**Section 2.** The effective date of this Ordinance shall be August 18, 2023.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, July 5, 2023, ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, July 19, 2023, commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor Canby, Oregon.

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Maya Benham  
City Recorder



**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 19<sup>th</sup> day of July 2023, by the following vote:

YEAS\_\_\_\_\_

NAYS\_\_\_\_\_

\_\_\_\_\_  
Brian Hodson  
Mayor

ATTEST:

\_\_\_\_\_  
Maya Benham  
City Recorder

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and **BEERY, ELSNER & HAMMOND, LLP** (Contractor).

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable.
- 3. Compensation:
  - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that \$149,999 is the not to exceed price of this contract, without prior written approval from the City.
  - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
  - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
  - A. Contractor's services shall be provided under the general supervision of the City Council. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
  - B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
  - C. Contractor hereby represents that no employee of the City, or any



partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

5. Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions this agreement as well as applicable OSHA regulations and requirements.
6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
7. Term.
  - A. This Agreement may be terminated by:
    1. Mutual written consent of the parties.
    2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
    3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
      - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
      - b. If Contractor fails to abide by the terms of this Agreement.
      - c. If services are no longer required.
8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

By entering into this agreement, contractor represents and warranties that they have complied with the tax laws of the State of Oregon and the City of Canby. Further, for the duration of this contract, Contractor promises to continue to comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default of this contract and could result in the immediate

termination of this agreement and/or other sought damages or other such relief under applicable law.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:

A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.

B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.

C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. (Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.). For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.

D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.

10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals there from.
11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, electronically, faxed, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight



(48) hours after mailing unless sooner received.

13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

CITY: Brian Hodson, Mayor  
City of Canby  
PO Box 930  
Canby, OR 97013

CONTRACTOR: Chad Jacobs  
Beery, Elsner & Hammond, LLP  
1804 NE 45<sup>th</sup> Ave  
Portland, OR 97213-1416

**Please submit invoices to: Attn: Accounts Payable  
City of Canby  
PO Box 930  
Canby, OR 97013  
ap@canbyoregon.gov**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

**CONTRACTOR: CITY OF CANBY - Mayor**

By: By:  
Date: Date: