

**MINUTES OF THE
CANBY SCHOOL DISTRICT
BOARD OF DIRECTORS
SPECIAL BOARD SESSION**

July 1, 2010

1.0 CALL TO ORDER

Board Vice-Chair Dick Adams called the Special Board Session to order at 6:15 p.m. on July 1, 2010 in the Canby School District office, Meridian room. Board members in attendance were Dick Adams, Ty Kraft, Kristin Downs, Tom Scott and Andy Rivinus. Board members Diane Downs and Marty McCullough were absent from the meeting. Also in attendance were Superintendent Jeff Rose, David Moore, Linda Martin, Dennis Burke, Chris Roche and John Ogden.

2.0 INTRODUCTIONS

Introductions were made by those in attendance.

3.0 CHANGES TO AGENDA

None

4.0 PUBLIC FORUM / ANNOUNCEMENTS

None.

5.0 INFORMATION / DISCUSSION ITEM / ACTION ITEM

5.1 Turf Field Replacement Plan and Agreement

Andy Rivinus reported the turf field committee met again to gather additional information in regards to the turf field replacement plan and cost at the request from the Board at the June 24, 2010 board meeting. Additional discussion on the funding, the license agreement and the replacement plan will be presented tonight in order to receive permission from the Board of Directors to move forward if and when the funding is raised.

Dennis Burke and David Moore presented the financial information indicating the estimated replace cost in 10 years as well as annual sources of revenue for turf replacement. These sources include field maintenance savings dedicated to replacement, high school field use fees, ticket surcharges and the value of compound interest from the investment.

The following supplemental funding options were discussed:

PLAN A: The Field Will Pay for Itself

During the ten year plan, by regulating the use of the field, by monitoring and following through with the consistent maintenance plan, we can work to maximize the life of the field from ten years to twelve or fifteen years. Quality patchwork on worn areas, touch up on numbers and field lines, etc. can all be done as part of the maintenance plan as the field ages.

If we maintain a quality and safe field for twelve years, we can add approximately \$68,000 to our sources of revenue or approximately \$34,000 to each year beyond the twelve year mark.

There will also be consist researching and pursuing of grants that can assist with these efforts with regular monitoring of funding.

PLAN B: If Supplemental Support is Needed

As in Plan A, the regulating of use, carrying out of maintenance plan and repair plans are similar.

A committee will also be assigned to review the progress of the funding effort as well as the condition of the field every four years to better anticipate the potential possibility of creating other funding options, such as a community fundraising campaign and larger fundraising events. (After Board discussion a request was made to also add this to Plan A.)

Another future consideration could be if the district were to begin work on a possible bond, the effort would seek to piggyback on the bond effort if it should develop during the life of the existing field. The funding gap would be a small percentage of the larger scope of the bond and is not to be considered as an effort in and of itself. Also, research and the pursuance of grants would continue.

David Moore discussed the license agreement drafted by our attorney to be entered into by the Canby School District and Canby Booster Club and highlighted several areas such as the Canby Booster Club, Inc. wishes to secure from the Canby School District and the Canby School District is willing to grant to the Canby Booster Club a license to use the premises for development and construction of an artificial turf field on the site of the existing natural turf field that will be given to the Canby School District as gifts-in-kind primarily for the benefit of the project. He also noted the Canby Booster Club shall promptly correct any defective or non-conforming work rejected by the Canby School District and that the Canby Booster Club will undertake the design and construction of the project as a private project.

After review of the agreement several requests were made by the Board for language added for parking and material lay down areas; the Boosters shall provide the District with draft and final copies of its contracts with their contractors and consultants, and they shall use their best efforts to negotiate any changes to such contracts suggested by the District; protect the public from harm and acknowledge that performing work at the high school during the term and agree to cooperate and coordinate (and its contractors to cooperate and coordinate) with the District and its separate contractors to avoid any disruptions with District projects. Along with agreeing to indemnify, defend, reimburse and hold harmless the District, added were its officers, directors, and employees from, for and against any and all liability, losses, etc.

Also, item 10 in the agreement references prompt payment and no obligation to the school district to pay as well as indemnify, hold harmless against any claims.

Item 14 was added referencing any claim, dispute, or other matters to this agreement shall be decided by arbitration in the place where the project is located as well as the process.

MOTION: Andy Rivinus moved to approve the License Agreement language reviewed inclusive of amendments as discussed and edited this evening and grant permission from the District to move forward to solidify the contract between the Canby Booster Club and approval of the contract between Emerick Construction and the Canby Booster Club. Part of the contract agreement will include solidification of funding with understanding the Canby School District does not accept financial responsibility or risk. Tom Scott seconded the motion. Motion passed 5-0.

6.0 ADJOURNMENT

The special session adjourned at 8:13 p.m.

Respectfully submitted,

Linda Martin
Board Secretary

Dick Adams
Board Chair

Approved: August 19, 2010