



**CITY COUNCIL AND LOCAL CONTRACT REVIEW BOARD
BOARD MEETING AGENDA
Monday, June 2, 2014 - 6:00 P.M.
Council Chambers**

The City Council and Local Contract Review Board will hold a joint meeting on Monday, June 2, 2014, at 6:00 P.M. The City Council and Local Contract Review Board meeting will be held in the Council Chambers, City Hall, located at 169 S.W. Coast Highway, Newport, Oregon 97365. A copy of the agenda follows.

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 in advance of the meeting to Peggy Hawker, City Recorder at 541.574.0613.

The City Council reserves the right to add or delete items as needed, change the order of the agenda, and discuss any other business deemed necessary at the time of the meeting.

Anyone wishing to speak at a Public Hearing or on an agenda item should complete a Public Comment Form and give it to the City Recorder. Public Comment Forms are located at the entrance to the City Council Chambers. Anyone commenting on a subject not on the agenda will be called upon during the Public Comment section of the agenda. Comments pertaining to specific agenda items will be taken at the time the matter is discussed by the City Council.

I. Pledge of Allegiance

II. Call to Order and Roll Call

III. Public Comment

This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments will be limited to three (3) minutes per person with a maximum of 15 minutes for all items. Speakers may not yield their time to others.

IV. Consent Calendar

The consent calendar consists of items of a repeating or routine nature considered under a single action. Any Councilor may have an item on the consent agenda removed and considered separately on request.

- A. Approval of Minutes from the Joint City Council, Technical Advisory Task Force and Local Contract Review Board Meeting of May 19, 2014 (Hawker)

V. Communications

Any agenda items requested by Mayor, City Council Members, City Attorney, or any presentations by boards or commissions, other government agencies, and general public will be placed on this part of the agenda.

- A. Communication from Mayor Roumagoux - Establishing a Work Group to Review the Contract with City Attorney Rob Connell to Determine Whether any Modification Should be Incorporated into that Agreement as Part of Consideration of Renewal
- B. Communication from Planning Commission - Regarding Regulation of Medical Marijuana Dispensaries in the City of Newport

VI. City Manager Report

All matters requiring approval of the City Council originating from the City Manager and departments will be included in this section. This section will also include any status reports for the City Council's information.

- A. Report on Visual Arts Center(VAC) Re-envisioning Effort
- B. Termination of Settlement Agreement for the City of Newport Annexation and Zone Change for South Beach Neighborhood by Ordinance No. 1922
- C. Report on Interim Operational Procedures for the City of Newport Council Meetings
- D. Status Report: Hiring of a Finance Director for the City of Newport

VII. LOCAL CONTRACT REVIEW BOARD MEETING AGENDA
Monday, June 2, 2014
City Council Chambers

- A. Call to Order
- B. Notice of Intent to Award a Contract for Architectural Services for the Design, Project Administration, and the Construction Close-out of the Newport Aquatic Center to Robertson Sherwood Architects
- C. Adjournment

VIII. Report from Mayor and Council

This section of the agenda is where the Mayor and Council can report any activities or discuss issues of concern.

IX. Public Comment

This is an additional opportunity for members of the audience to provide public comment. Comments will be limited to five (5) minutes per person with a maximum of 15 minutes for all items. Speakers may not yield their time to others.

X. Adjournment



**CITY MANAGER'S REPORT AND RECOMMENDATIONS
CITY COUNCIL AND LOCAL CONTRACT REVIEW BOARD AGENDA
Monday, June 2, 2014
Council Chambers**

This report is an executive summary of this agenda packet with recommended actions for the City Council. Detailed departmental reports, minutes and other supporting materials are provided within the full agenda packet where referenced.

Note: There is no scheduled work session for the June 2, 2014, Council meeting. Councilor Beemer has previously been excused from attending the June 2, 2014, City Council meeting. The work session on the update on the parking districts will be scheduled for June 16, 2014. The work session will be either at 5:15 PM or 12:00 PM depending on the need for an Urban Renewal Agency meeting on June 16, 2014.

AGENDA ITEMS

IV. Consent Calendar

The consent calendar consists of items of a repeating or routine nature considered under a single action. The recommended actions on the consent calendar are as follows:

- A. Approve the Minutes from the Joint City Council, Technical Advisory Task Force and Local Contract Review Board Meeting of May 19, 2014. The minutes are included in the agenda packet reports for your review.

Recommended Action:

I recommend the City Council approve the following motion:

I move approval of the consent calendar for the June 2, 2014, City Council meeting.

V. Communications

Agenda Item: V.A.

Communication from Mayor Roumagoux - Establishing a Work Group to Review the Contract with City Attorney Rob Connell to Determine Whether any Modifications Should be Incorporated into.

Background:

The contract for the City Attorney Rob Connell expires June 30, 2014. The original team established to negotiate the agreement for City Attorney services included Mayor Roumagoux, and Councilors Allen and Swanson. The Council should designate a work

group to meet with Rob to review the existing contract and bring back a recommendation for the full Council's review and approval.

Recommended Action:

I recommend the City Council approve the following motion:

I move that the City Council establish a work group to meet with City Attorney Rob Connell, to review the existing contract and to make recommendations to the full Council as to any modifications in regards to renewing the agreement with (insert names) authorize to meet in this capacity.

Fiscal Effects:

None.

Alternatives:

None recommended.

Agenda Packet Reports:

Enclosed is a copy of the City Attorney contract for your review.

Agenda Item: V.B.

Communication from Planning Commission - Regarding Regulation of Medical Marijuana Dispensaries in the City of Newport

Background:

Senate Bill 1531 which was passed by the Oregon Legislature in March of this year, provides that local units of government may impose "reasonable regulation" on medical marijuana dispensaries located within that local unit of government. On April 7, 2014, the City Council approved a moratorium and referred the matter to the Planning Commission for their review.

After reviewing the issue at two work sessions which were held on April 14 and May 12, the Planning Commission is recommending to the City Council that there is no need to change land use regulations to limit the hours of operation or location where medical marijuana dispensaries may operate within the city limits beyond the provisions imposed by the State. The rationale behind this determination is that the City of Newport currently regulates commercial activities by use categories with medical marijuana dispensaries falling under the sales oriented, general retail classification as part of the city's current land use standards.

The Newport Police Department, has indicated that it may be beneficial for medical marijuana dispensaries to include background checks for employees of dispensaries (currently State law provides for the principal operator), ensuring that the police have access to the dispensary at all time when people are present, and requiring that dispensaries provide local law enforcement with the same access to report and surveillance video that is required to be provided to the Oregon Health Authority. The

Planning Commission felt that these were reasonable requests that would enhance public safety.

Other items that have been discussed include restrictions on the sale of ancillary products containing marijuana (such as food), requiring alarm companies to contact the Police Department at any time the alarm system is triggered, and imposing liability insurance and identification requirements on dispensary operators. The Planning Commission felt that these would not enhance public safety or otherwise benefit the community.

The Planning Commission suggested that if the City Council wishes to pursue the earlier regulations that it would be appropriate to consider doing that as part of a business license endorsement instead of land use standards. In reviewing this recommendation with City Attorney Rob Connell, Rob concurred that state regulations already cover a range of land use issues, and that the Planning Commissions' recommendation to not proceed with further land use regulation was reasonable, given the regulatory options available through a business license endorsement.

Furthermore, City Attorney Rob Connell and I met to discuss the issue of taxation on marijuana dispensaries. Based on earlier discussions, there seem to be some consensus from the City Council not to pursue taxation in regards to medical marijuana dispensaries, but to target the potential sale of recreational marijuana. Internally we have had discussions as to whether it made sense to impose a taxation structure at this time (but excluding medical marijuana) in preparation of possible legalization of recreational marijuana sales and use in the State of Oregon. City Attorney Rob Connell has researched this particular issue in connection with one initiative petition, and is prepared to evaluate the remaining two petitions. Until such time as that review is complete, and it is known which petition(s) actually qualify for consideration in the November election, it is his recommendation that no recreational marijuana tax measure be implemented at this time, though the City's Home Rule powers do appear adequate to authorize taxation of recreational marijuana, (or to impose a surcharge in the business license section of the municipal code, see confidential attorney client communication on this point).

One of the three potential marijuana legalization measures that could appear on the November ballot provides reason for waiting: Initiative Petition 53 appears to be well financed, and is being organized by New Approach Oregon. Their initiative is well detailed and provides for a taxation plan with marijuana taxes at \$35 an ounce. The provision gives the State the exclusive right to tax marijuana and provides 10% of the available money after covering administrative costs of this program to local communities to assist local law enforcement in performing their duties under the act based on a formula. Backers of the proposal need 87,213 petition voter signatures by July 3rd in order to qualify for the November ballot. There is a second proposed initiative petition for legalizing marijuana as well as a constitutional amendment, with these efforts gathering signatures for the November ballot.

In reviewing the taxation issue with City Attorney Rob Connell, and given these circumstances, the time is probably not right to initiate a taxation plan for marijuana,

particularly if medical marijuana would be exempt from this plan. Furthermore, and in regard to Initiative Petition 53, it appears unlikely that a City taxation plan for recreational marijuana would be deemed “grandfathered in” if pending initiative measure(s) are approved at the ballot box. In light of the variety of federal and state law issues impacting local taxation efforts, greater certainty as to the recreational marijuana landscape will be important in reaching firm legal conclusions. As a result, in order not to delay final decision on medical marijuana, it is my recommendation that the City Council suspend discussion on this item until there is more direction on the recreational sale of marijuana within the State of Oregon.

In order to conclude the city’s review of this process, the Council could review the issues relating to enhancing public safety by implementation of background checks to employees, ensuring that police have access to the facility at times people are present, and require that dispensaries provide local law enforcement with the same access to records and surveillance video that they are required to provide the Oregon Health Authority. Since the city has established a group to review the business licenses, it may be appropriate to have that group provide a recommendation to the City Council on whether to include these provision in the City’s regulatory scheme as part of the business license ordinance which would appear to be the appropriate location impacting this specific use. Please note that this could be done independent of the entire review process for the business license effort currently underway to expedite the medical marijuana recommendations.

The Council could also opt to not implement any additional regulatory efforts through the business license and proceed forward with removal of the moratorium or the Council could request that some of the other areas of concern forwarded by the Police Department be addressed by the business license in addition to those items that were deemed appropriate by the Planning Commission.

Recommended Action:

I recommend the City Council approve the following motion:

I move that the City Council accept the report from the Newport Planning Commission dated May 27, 2014, and concur with the recommendation that any further controls over medical marijuana dispensaries from those currently delineated by the State of Oregon not be addressed through the city’s land use standards relying instead on the limitations as provided by the state of Oregon on locating medical marijuana dispensaries within the state.

I further recommend that the City Council refer the possible regulation provisions to the city’s business license ordinance work group for incorporation of requiring background checks to employees, ensuring that police have access to the facility at times people are present, and require that dispensaries provide local law enforcement with the same access to records and surveillance video that is required of the Oregon Health Authority in the City’s business license code with a recommendation being brought back to the City Council for the second council meeting in July.

Fiscal Effects:

None by this action.

Alternatives:

Discontinue the moratorium without addressing the regulatory items in the city's business code provisions, explore the regulation of other issues as identified by the Police Department including restrictions on the sale of ancillary products containing marijuana (such as food), requiring alarm companies to contact the Police Department at any time the alarm system is triggered, and imposing liability insurance and identification requirements on dispensary operators, or as suggested by the City Council.

Agenda Packet Reports:

See report from the Newport Planning Commission, Ordinance 2063 imposing a moratorium and SB 1531 which provides for local regulation of medical marijuana dispensaries.

VI. City Manager's Report

Agenda Item: VI.A

Report on Visual Arts Center (VAC) Re-envisioning Effort

Background:

At the March 3, 2014, City Council meeting, the Council heard a report from the City Manager with several recommendations regarding to the Visual Arts Center (VAC) re-envisioning process. At this meeting, the City Council agreed to continue funding the VAC at historic levels and agreed with the concept of creating a separate cost center to segregate the various operating expenses for this facility. Furthermore, the City Council agreed that the issue of relocating the VAC should be taken out of consideration at this time based on the efforts to keep this facility viable shown by the steering committee. The Council had requested a report at the first meeting in June to define a process to continue the discussions regarding the future of the VAC with the intention of that a final joint report would be provided back to the City Council by December 2014 outlining long term plans to keep the VAC as a vital part of the city's infrastructure. This schedule was laid out to allow me to complete the budget process for the 2014-15 fiscal year prior to tackling these issues. Since this time I have met with the steering committee on two separate occasions and jointly we have developed a list of priorities to focus on developing a strategic plan for the Council review in December. On May 8, 2014, I met with representatives of the steering committee for the VAC to prioritize the issues that need to be addressed for the Council's review in December. As part of this process I have agreed to be the main point of contact for the city to follow through with these items.

One item that was agreed to by the Council which was not accomplished during the budget process was the creation of a separate cost center for the VAC. The Budget Committee has recommended that the City Council proceed with a creation of a facilities fund which will allow for the isolation of expenses for individual facilities such as the VAC and other city facilities. This is something that may not get implemented until sometimes during the

2014-15 fiscal year due to the efforts it took in order to develop the proposed budget for this fiscal year.

The priorities, which were identified from the original report to the City Council from the VAC steering committee, which will be the focus of the December report to the City Council includes 1.) Developing a governance model for the VAC. As has been indicated, before the VAC had evolved with various people having various pieces of the overall operation of this facility without any central leadership. A steering committee needs to take on an active role in managing funding and oversee operations for the VAC. Decisions have to be made as to how this should be best structured, who does the committee report to, should there be a liaison from the City Council, and the committee what specific roles will the committee have in regarding to the oversight of the VAC, and is the board advisory or governing for the VAC. Finally, with upcoming departure of the two VAC staff members, the VAC will be in a unique position to evaluate from a staffing stand point the best plan for proceeding with the operation of the VAC in the future. I think long-term staffing is an appropriate item to discussion in conjunction with governance.

The next area that will be develop for consideration by the City Council in December includes the 2.) Financial management of the VAC. These issues include the role of the City of Newport in providing public funds to support the management operation of the VAC, management of the funds relating to the operations of the VAC, how rental fees should be administer, and how could the goal identified by the steering committee, to shift support from primarily the City of Newport to a shared responsibility between the city and visual arts community over a five year period. In order to complete the financial task the city needs to be able to separate the operational cost for the VAC in a clear and transparent way. There were discussions regarding fundraising for capital improvements to the VAC, which I indicated would certainly be considered part of the “shared” for the overall operation of this facility.

Finally, the other area of planning that needs to be address is to 3.) Expand the usage of the building including the expansion of programs and marketing as well as enhancing the existing partnership to sustain and expand services or programs that the VAC currently provides.

In summary it is my intent to work with the steering committee to develop a comprehensive operating plan including governance, long-term financial planning, and increasing the use of this facility.

Following City Council affirmation of these priorities for strategic planning, it would be my intent to meet with the group on a monthly bases to work through each of these categories of operations in order to develop a detailed strategic plan for the consideration of the City Council in December 2014. I do believe there is a highly engaged and motived group to more the discussion forward in a constructive way to best meet the goals of the city and the visual arts community in creation a sustainable VAC for the City of Newport.

Recommended Action:

I recommend the Council approve the following motion:

I move that the City Council concur that the major elements of a strategic plan for the Visual Arts Center should include 1.) the development of a governance model, 2.) the creation of a financial plan to shift financial support from the City of Newport to a shared responsibility between the City and the visual arts community of a period of five years, and 3.) to expand the use and programs offered in the Visual Arts Center over time, with this strategic plan being provided to the City Council at the December 1, 2014, City Council meeting in accordance with actions previously taken by the City Council on March 3, 2014.

Fiscal Effects:

None directly at this time.

Alternatives:

I have enclosed a copy of the original report from the Visual Arts Steering Committee identifying a variety of areas in which the functionality of the VAC could be improved. If the Council wants to explore any of these other options as part of the December report the Council could add that as part of the requested report. I do believe the items identified are the most critical to the City of Newport in order to develop a strategic operation plan for the future of this facility. Furthermore, if the City Council wanted to appoint a liaison from the Council to work with the steering committee this would certainly be welcomed as well.

Agenda Packet Reports:

Attached is a report from the Newport Visual Arts Center Steering Committee dated June 2, 2014, as well as the report submitted to the City Council from the Oregon Coast Council for the Arts on March 3, 2014, with 13 specific recommendations for the Council's consideration.

Agenda Item: VI.B.

Termination of Settlement Agreement for the City of Newport Annexation and Zone Change for South Beach Neighborhood Ordinance No. 1922

Background:

On August 6, 2007, the Oregon Department of Transportation, Emery Investments, Inc., Landwaves, Inc., GVR investments, and Oregon Coast Community College District and the City of Newport entered into an agreement that limited the intensity of development within the 102.23 acres property annexed by the City of Newport and required certain transportation planning improvements in the Highway 101 corridor South of the Yaquina Bay Bridge including a maximum "trip cap" of 180 peak hour vehicle trips attributed to development of these lands. Over the years, the parties have undertaken several transportation efforts including improvements to 40th Street, construction of Ash Street, and approval of the future closure of Ferry Slip Road as part of the 2015-2018 Statewide Transportation Improvement Program.

Since that time, the City, Lincoln County and ODOT have worked together to developed alternative mobility targets for the US 101 in the vicinity of the annexed territory which were adopted as part of the Oregon Department Highway Plan on December 18, 2013. Since that time, the city has amended its comprehensive plan through Ordinance No. 2045 and

Lincoln County has likewise amended their comprehensive plan through Ordinance 470, which supports and increase reliance upon the Oregon Highway Plan to incorporate these changes. As a result of these efforts, the transportation mitigation measures that were part of this original plan are no longer necessary. Execution of these specific agreement will terminate this past obligations for the various parties.

This is a significant step forward in the redevelopment of the Highway 101 corridor. I certainly appreciate the efforts of Community Development Director Derrick Tokos, in working with the various parties to achieve the termination of these earlier limitations that were place on the affected properties on the corridor as well as on the city. I also appreciate ODOT willingness to revisit this issue in light of the efforts that have been made by the city and others to go forward with the logical development of property on the corridor.

Recommended Action:

I recommend that the Council approve the following motion:

I move that the Council authorize the Mayor to sign the necessary documentation to facilitate termination of the 2007 Settlement Agreement relating to the annexation of 102.33 acres of land in South Beach that was approved with Ordinance No. 1922.

Fiscal Effects:

None directly by approval of the termination agreement, indirectly this will eliminate certain restrictions that would have had a limiting impact on future development of these properties.

Alternatives:

None recommended.

Agenda Packet Reports:

See City of Newport Agenda Item Summary from Community Development Director Derrick Tokos which includes the Termination Settlement Agreement among the various parties.

Agenda Item: VI.C.

Report on Interim Operational Procedures for the City of Newport Council Meetings

Background:

Since February, the City Council has been operating its meetings utilizing interim operating procedures that were adopted by the City Council at the January 21, 2014, Council meeting. As part of these interim procedures changes made to the operations of the City Council meeting were to be reviewed by the City Council at the June 2, 2014, City Council meeting. After considering any other modifications, it was proposed that the rules be formally be incorporated into the City of Newport Council Rules as amended April 15, 2013, at the June 16, Council meeting. Overall the interim rules established new deadlines for publishing of the council agenda, allowed members of the City Council, City Attorney, boards and committees, or any citizen to request any items be placed on the agenda, and allowed for any presentations by the public to be placed on the agenda with a ten minute

time limit. The rules changes provided that certain items should be placed on the consent calendar where they can be voted on through one motion or by separate motion at the request of any member of the City Council. The rules provided that during periods of public comment the public be allowed to speak in any scheduled agenda item during any public comment or hearing time as prescribed by the policy. It also provided that the public should have the right to speak without interruption by the Council or staff with any questions being answered or asked by the City Council or staff members following the conclusion of their comments.

The revised rules also provided that business items not listed on the agenda could only be considered at the meeting after an affirmative vote of 75% of those voting when a quorum of the City Council is present, with the suggestion that these added items should truly be the exception rather than the rule. Finally, the interim rules provided for modification in the order of business for issues before the City Council placing proclamations, presentations and special recognitions, public comment, public hearings, and communications ahead of other business considered by the City Council.

From an administrative standpoint, I believe these interim rules have worked reasonably well. I would certainly be interested in any comments from the City Council regarding the interim rules or any other suggestions or modifications to our operating procedures.

Furthermore, on May 5, 2014, the City Council approved language as to when work sessions would be scheduled and utilized by the City Council to discuss items of a more general nature. These modifications can be incorporated in the Council Rules at this time as well.

Finally I have enclosed a copy of the City of Newport Council Rules as amended April 15, 2013 for your review. Certainly, if there are any other issues of interest for potential modification of these rules, this would be a good time to discuss them and if there is consensus from the Council members those modifications could be incorporated in the amended rules that would be available for the June 16, 2014, Council meeting.

Recommended Action:

None at this meeting other than to discuss the interim operating rules and any other potential changes to the City of Newport Council Rules.

Fiscal Effects:

None

Alternatives:

None recommended.

Agenda Packet Reports:

Attached are the January 21, 2014 Interim Operational Procedures for the City of Newport Council meetings, the amendment to the Interim Operating Procedures dealing with work sessions as approved by the City Council on May 5, 2014, and the City of Newport Council Rules as amended April 15, 2013.

Agenda Item: VI.D.

Status Report: Hiring of a Finance Director for the City of Newport

Background:

After being vacant for over a year and following two separate search efforts, the position of Finance Director for the City of Newport has been filled. Michael Murzynsky, Senior Accountant/Risk Manager for the City of Albany has accepted the position of Finance Director for the City of Newport effective July 7, 2014. Mike has been with the City of Albany since 2004. Prior to this time he was Finance Director for Josephine County from 1997-2004.

Mike has a B.S. Degree in Business Administration (Accounting) from San Francisco State, has been active various professional state boards including currently serving as a director on the Oregon Public Risk Management Association Board of Directors. Mike has been responsible for the development of the Comprehensive Annual Financial Report (CAFR) for the City of Albany, which has led to consecutive awards in excellence in financial reporting through the Government Finance Officers Association (GFOA). Furthermore, in conducting various background and reference checks, Mike's efforts with his community have been recognized through awards as the 2010 Volunteer of the Year from the Oregon Festival of Events Association, Masters Recycler Certificate 2011 from Oregon State University/Allied Waste, and other community involvement. Mike is scheduled to begin his employment with the City of Newport on July 7, 2014. During the first four weeks of employment Mike will work on a reduced schedule (to facilitate clean-up of work issues with the City of Albany) following this time Mike will initiate full-time employment with the City of Newport.

The city has been very fortunate to have Interim Finance Director Bob Gazewood guide the city finances not only through a transition with Finance Directors but also with a transition of City Managers. As I have the City of Newport, Bob has been a great mentor and a very collaborative partner in working through my first proposed budget for the City of Newport. During his tenure as Interim Finance Director, he has guide the city through a number of issues that will impact Newport for years to come including redirection of the financing of major capital projects in conjunction with the Infrastructure Task Force report. He has clean-up a number of issues that were left hanging with last year budget and has worked to resolve many issues where there was a uncertainty as to whether funds were appropriated or not for specific proposes. It is our plan to continue to use Bob's expertise through this transitional period to address the processes and organization of the City of Newport Finance Department with an eye on continuing to move the Department forward to meet the needs of the citizens of Newport.

This will be an exciting time for the department. I believe with Bob's mentorship and Mike's new leadership coupled with our existing finance staff, the City Council will see the finance department continue to improve its overall performance in years to come.

I would like to offer my congratulation again to Mike Murzynsky on his appointment as Finance Director for the City of Newport and wish him well on his tenure here.

Recommended Action:

None

Fiscal Effects:

None by this report.

Alternatives:

None recommended

Agenda Packet Reports:

None.

VII. Local Contract Review Board

Agenda Item: VII.B

Notice of Intent to Award a Contract for Architectural Services for the Design, Project Administration, and the Construction Close-out of the Newport Aquatic Center to Robertson Sherwood Architects

Background:

On May 1, 2014, six proposals were received by the City of Newport for architectural services for the design of the new Newport Aquatic Center to be located adjacent to the City's recreation Center. Financing for this project was approved by the voters of the City of Newport on November 5, 2013. The city has subsequently sold bonds to finance this project with 5% of the \$7.9 million bond being required to be obligated by June 19, 2014, accordance with the provisions for the General Obligation Bonds. An internal selection committee was appointed to evaluate the proposals received which consisted of: Tim Gross Public Works Director, Jim Protiva Park and Recreation Director, Kathy Cline Pool Manager, Judy Mayhew Recreation Center Manager, Derrick Tokos Community Development Director, and Terry Daniel citizen. Please note that Councilor Mark Saelens as liaison to the Parks and Recreation Committee was invited to participate in this process however was not able to due to scheduling conflicts. The six proposals were reviewed and rated based upon the rating matrix including the RFP with two consultants Robertson Sherwood Architects of Eugene, Oregon and LSW Architects of Portland, Oregon being selected for interviews by the selection committee. Both firms were very solid in their approach to proceeding with the design of the pool project. The selection committee scored Robertson/Sherwood 99.0 points and LSW at 98.3 points.

Under Oregon Procurement Rules, architectural and engineering services must be selected on the basis of qualifications first. After selection, negotiations can then proceed with the selected professional firm for the work to be completed in accordance with a fee proposal submitted by that firm. Please note that the proposed professional services contract was part of the request for proposals and has been reviewed by legal counsel and is attached for Council's review. Due to the tight time frame, for making this decision we

will be forwarding the final contract to the Council prior to Monday's meeting. In that final contract, we will note any changes made to the draft professional services contract attached for your review. We hope to have that agreement by Friday and will forward it to the Council as soon as we have it. Please note that the proposal provides that the architect work with the city's Public Arts Committee on the use of 1% of the value of construction costs for the placement of public art as part of this overall project. Furthermore, the proposal requires the architect to meet with a project steering committee that will be assembled by the Parks and Recreation Director made up of the various stake holders of the pool and recreation center to work with the architect to guide various developmental issues as part of this project. Please note that it would be appropriate for the City Council to name a liaison from the Council to participate in those meetings. The proposal also will review the impact of this facility on in traffic flow and parking in and around the proposed aquatic center. The proposal also calls for sustainable design with particular attention to water and energy efficiency in the design of this facility. Part of the Design will require modification to existing public spaces and shower rooms in the recreation center. This will create certain efficiencies and better controls for both facilities.

Finally, the proposal emphasizes public participation as key to ensuring the new aquatic center meet the needs of the surround community. At least three public workshops will be held to discover the preferences of the community during the design process. The RFP provides that the project needs to be completed and open by May 2017, the schedule proposed by Robertson/Sherwood Architects would have the project completed well in advance of that date. Kyle Sherwood, Project Manager and Principal Architect for Robertson/Sherwood Architects will be present at the City Council meeting to discuss their proposed contract for completing this work including specific times schedules for design, construction, and completion.

Once we receive the final contract with the final amount for services from Robertson/Sherwood Architects we will forward that separately to the Council for your review. We hope to have that final contract on Friday, if we are unable to deliver the contract to the Council on Friday we will outline any specific changes in that contract with the draft professional services agreement that has been included in the packet to expedite your review of the final contract.

Recommended Action:

I recommend that the Local Contracting Review Board approved the following motion:

I move that the City of Newport issue a Notice of Intent to Award the Architectural Services Agreement to Robertson/Sherwood Architects of Eugene, Oregon in the amount of _____ and contingent upon no protest, authorize this award and direct the City Manager to execute the contract after seven days on behalf of the City of Newport.

Fiscal Effects:

The architectural services will be paid for through the bond funds. Typical architectural consulting fees for this type of project typically range from 10% to 15% of the construction cost of the facility. We will have a final cost for the Council prior to Monday night's meeting.

Alternatives:
None Recommended

Agenda Packet Reports

See attached City Council Agenda Item Summary dated June 2, 2014, from Public Works Director Tim Gross which include the city's request for proposal, draft contract, and the proposal from Robertson/Sherwood Architects.

This concludes the City Manager's report and recommendations for the June 2, 2014, City Council meeting.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. R. Nebel", is written over a light blue circular stamp.

Spencer R. Nebel
City Manager

May 19, 2014
5:48 P.M.
Newport, Oregon

The City Council and the Technical Advisory Task Force of the City of Newport met in a joint meeting on the above date in the Council Chambers of the Newport City Hall. On roll call, Roumagoux, Allen, Beemer, Busby, Sawyer, and Swanson were present. It was reported that Saelens planned to arrive by 6:20 P.M.

Technical Advisory Task Force members present were Charlie Plybon, Frank DiFilippis, Anne Sigleo, Peter Lawson, and Joe Hayward.

Staff present was City Manager Nebel, City Recorder Hawker, Interim Finance Director Gazewood, Community Development Director Tokos, Public Works Director Gross, Fire Chief Paige, Assistant Fire Chief Murphy, Chris Rampley (Fire Department), and Police Chief Miranda.

EXECUTIVE SESSION

MOTION was made by Beemer, seconded by Allen, to enter executive session pursuant to 192.660(2)(e) to discuss real property transactions. The motion carried unanimously in a voice vote. Roumagoux read the executive session rules of engagement. Council entered executive session at 5:52 P.M.

MOTION was made by Beemer, seconded by Allen, to leave executive session and return to the regular meeting. The motion carried unanimously in a voice vote, and Council returned to its regular meeting at 6:05 P.M.

PLEDGE OF ALLEGIANCE

Council, staff, and the audience participated in the Pledge of Allegiance.

PUBLIC COMMENT

Bob Berman recommended that Council consider developing an alarm ordinance for the city. It was the consensus of Council to have staff bring a preliminary report on this topic to a future meeting within six weeks.

PROCLAMATIONS, PRESENTATIONS, AND SPECIAL RECOGNITIONS

Proclamation - American Public Works Week - May 18 - 24, 2014. Roumagoux proclaimed the week of May 18 - 24, 2014 as American Public Works Week in the City of Newport. Gross accepted the proclamation.

Proclamation - National Bike Month. Roumagoux proclaimed May as National Bike Month in the City of Newport.

CONSENT CALENDAR

The consent calendar consisted of the following items:

- A. Approval of City Council minutes from the regular meeting of May 5, 2014;
- B. Approval of a recommendation to the OLCC to grant a change of ownership for an off-premise sales license to Ismael Nava Guillermo and Chanda L. Nava for the Agate Beach Market.

MOTION was made by Sawyer, seconded by Busby, to approve the consent calendar with the changes to the minutes as noted by Allen. The motion carried unanimously in a voice vote.

COMMUNICATIONS

Report from Dr. Sarah Henkel, of Oregon State University, on the 2012 Ocean Bioaccumulation Survey. Nebel reported that on March 15, 2010, the City Council adopted Resolution No. 3497 which authorized an agreement allowing Georgia-Pacific Toledo, LLC (GP) to operate and maintain north and south pipelines within city right-of-ways. He added that on April 19, 2010, the City Council adopted Resolution No. 3502 which provides that the use of funds paid by Georgia-Pacific under the right-of-way use agreement for the years 2008, 2009, and 2010, totaling \$170,000 be used for the testing of ocean water, habit, beaches, and animals near the Georgia-Pacific outfall. Nebel stated that in May 2010, the City Council adopted Resolution No. 3504, and in November 2011, Resolution No. 3566 was adopted which established a Technical Advisory Task Force consisting of five to seven members appointed by the Mayor and approved by the City Council to assist the city in drafting a request for proposals to develop this report, read, and evaluate submissions for monitoring the Georgia-Pacific outfall, and monitor and review the work performed relating to studies evaluating the impact of the outfall on the coastal waters. He added that on October 18, 2010, the following members were appointed to the Task Force: Peter Lawson, Joe Hayward, Jim Fuller, Charlie Plybon, Frank DiFilippis, and Ann Sigleo. He stated that since this time, the Task Force has been working to obtain the information requested by the City Council.

Nebel reported that on July 2, 2012, a contract was entered into with Oregon State University to review previous studies that had been conducted on aquatic surveys evaluating the physical, chemical, and biological characteristics of the area surrounding the outfall. He added that the previous studies established a snapshot of sediment quality, however no tissue samples from aquatic organisms were analyzed as part of these studies. He reported that the goal of the study conducted by OSU was to determine if the accumulation of area pollutants, coming from the Georgia-Pacific outfall, was affecting aquatic organisms in the vicinity of the outfall which is located 4,000 feet off of Nye Beach. He stated that in addition to shoreline/outfall and mixing areas off of Nye Beach, background information was collected from locations ranging from Moolack Beach to Seal Rock in order to compare background contamination levels with contamination levels near the outfall.

Nebel reported that several findings in the report conclude the following: 1. "There was little evidence for bioaccumulation of contaminants of concern associated with the

Georgia-Pacific outfall pipe.” He added that the report also indicates that “there were no elevated levels of PCBs, Phenolic compounds, or PBDEs in any organisms tested.” 2. “We could not relate accumulated concentrations to the Georgia-Pacific outfall.” 3. “None of the detected chemicals approached concentrations for human health concern by seafood consumption.” 4. “Mussels and snails (both collected onshore) showed higher concentrations of certain metals from the central collection site relative to both reference locations.” While it is possible that the higher metal loads carried by these mussels and snails from the mixing zone area is because of the Georgia-Pacific outfall, it is also quite possible that these elevated levels are due to the proximity to the developed beach area, including the city’s Wastewater Treatment Plant effluent and Nye Creek.” 5. “Although these elevated concentrations [of certain metals in onshore mussels and snails] are found broadly across sites in the area, they may not be having a significant adverse effects on the mussel and snail populations.”

Nebel reported that overall, the report, commissioned by the city from Oregon State University, supports previous studies that the treated wastewater discharged by the Georgia-Pacific Pulp and Paper Recycling Mill in Toledo is having a minimal impact on bioaccumulation of metals and organics in organisms in the coastal waters around Newport. This compliments earlier studies showing that sediment has been minimally impacted by the outfall.

Nebel reported that Dr. Sarah Henkel, PH.D., of Oregon State University, along with the Technical Advisory Task Force will make a PowerPoint presentation and respond to questions.

Frank DeFilippis introduced the task force and presented a brief history of the work of the Task Force.

Dr. Henkel made a PowerPoint presentation regarding the ocean bioaccumulation survey: project history; project overview; sample collection; study organisms; study area; Dungeness Crab collection; speckled sanddab and Crangon shrimp collection; rock scallop collection; mussel and snail collection; chemical analysis and screening; PCBs (polychlorinated biphenols); PBDEs; phenols; screened analytes detection limits; toxicity reference values; screening process; results; metals in subtidal animals; metals in intertidal animals; and the goals of study.

Allen noted that the executive summary has good details, and that the entire report is on the city’s website. Sawyer thanked the Task Force for its hard work.

PUBLIC HEARING

Public Hearing on and Possible Adoption of Ordinance No. 2065 to Expand the Urban Growth Boundary by 0.70 Acres for Land Immediately East of the Oceanview Senior Living Facility. Hawker introduced the agenda item. Nebel reported that on April 14, 2014, the Planning Commission held a public hearing to review the possible expansion of the Urban Growth Boundary by 0.70 acres so that the Newport Assisted Living, LLC. may construct a 48-bed addition for the purpose of providing long-term memory care to residents. He noted that the Planning Commission has recommended City Council approval of the UGB amendment.

Nebel noted that the expansion area is immediately to the east of the existing facility, which is located at 525 NE 71st Street and would be included in the “High Density Residential” designation of the city’s Comprehensive Plan Map. He added that once

annexed, it could be zoned for R-4/ "High Density Multi-Family Residential." Nebel stated that the packet contains a staff report from Tokos that provides justification for the UGB boundary expansion, as well as an analysis of alternatives to the expansion as is required in the Newport Comprehensive Plan. He recommended adoption of Ordinance No. 2065.

Roumagoux opened the public hearing on the possible adoption of Ordinance No. 2065 at 7:02 P.M. Allen, Roumagoux, and Swanson reported that they had visited the site. Beemer reported that the Aging Wisely director had talked with him regarding the community's great need for a memory unit.

Roumagoux asked whether there were objections to the City Council hearing this matter. There were none.

Roumagoux read the public hearing rules.

Tokos delivered staff report and reviewed the approval criteria.

Speaking for the applicant was Bob Parker, from EcoNW, who addressed the need for the facility. He noted that the locational criteria have been met, and that this is a joint city/county action, and if approved, will go to county for consideration. He added that the applicant will have to come back to Council with the annexation request and to apply for a building permit. He stated that issues related to the Iron Mountain Overlay Zone have been adequately addressed.

Roumagoux closed the public hearing for Council deliberation at 7:14 P.M.

MOTION was made by Sawyer, seconded by Beemer, to read Ordinance No. 2065, an ordinance amending the Newport Comprehensive Plan Map and Urban Growth Boundary to facilitate expansion of the Oceanview Senior Living Facility, by title only, and place for final passage. The motion carried unanimously in a voice vote. Hawker read the title of Ordinance No. 2065. Voting aye on the adoption of Ordinance No. 2065 were Sawyer, Swanson, Roumagoux, Allen, Busby, Beemer, and Saelens.

CITY MANAGER'S REPORT

Consideration of Resolution No. 3670 Adopting a Supplemental Budget, Making Appropriations/Total Requirements, and Changes for the Fiscal Year 2013/2014. Hawker introduced the agenda item. Nebel reported that Interim Finance Director Bob Gazewood is recommending a number of budget amendments for the 2013/2014 fiscal year for the city. He noted that this includes transferring a total of \$51,825 from the General Fund to the SDC Administrative account to correct an inadvertent deposit of SDC funds into the General Fund in prior years. He stated that this will reduce the General Fund contingency amount from \$129,528 to \$77,703.

Nebel reported that in the Airport Fund, an appropriation increase of \$88,780 is being requested to cover the increased amount of jet fuel purchased for the sale of fuel to the U.S. Coast Guard while their fueling station was shut down. He added that this purchase has been offset by higher than anticipated jet fuel revenues. He noted that in addition, there is a transfer of appropriations between the FBO and Airport Operations cost centers of \$22,280 in order to cover buildings and grounds maintenance and building repair expenses.

Nebel reported that two transfers impact the Urban Renewal Agency with funds coming from the Capital Projects Fund. He noted that the first is in the amount of \$150,000 which is being returned as the Ash Street Project had leftover monies from a 100% funded NURA project. He stated that the second is an amount of \$300,000 that was transferred

in a prior fiscal year, which should have not been transferred from the URA to the Capital Projects Fund. He added that the Urban Renewal Agency took action regarding the transfers affecting the URA budget. He recommended approval of Resolution No. 3670.

MOTION was made by Beemer, seconded by Busby, to adopt Resolution No. 3670, with Attachment "A," approving a supplemental budget for fiscal year 2013/2014, and making appropriation increases and changes for the fiscal year 2013/2014. The motion carried unanimously in a voice vote.

Discussion of Summer Council Meeting Schedule. Hawker introduced the agenda item. Nebel reported that in discussing his plans to take some vacation time later this summer, the Mayor indicated that the Council has, at times, considered the elimination of one of the summer meetings. He added that the City Charter requires the City Council to meet once a month and the Mayor suggested having a discussion with the City Council about the potential for eliminating one of the two monthly meetings at some point during the summer.

Nebel noted that if a meeting were to be canceled, that he suggests it be the first meeting in August (August 4). He added that this would allow staff to plan far enough in advance in order to have items prepared for either the July 21, 2014, or the August 18, 2014, meeting.

Nebel stated that if Council wishes to go ahead with both meetings in August and his vacation conflicts with a meeting, he would ask to be excused from the meeting. He added that in this situation, he would prepare agenda materials in advance. Nebel reminded Council that it has previously excused him from the September 15, 2014, Council meeting in order to attend the annual ICMA conference.

MOTION was made by Beemer, seconded by Swanson, that the regular City Council meeting scheduled for August 4, 2014, be canceled, unless business needs at that time require a meeting. The motion carried unanimously in a voice vote.

Status of Compostables Collection Program. Hawker introduced the agenda item. Nebel reported that the packet contains a report from Thompson's Sanitary Service outlining the status of the new compostables recycling program which is tentatively scheduled for a July start-up. He added that presentations on the program will be made at various events during June. Allen asked whether Thompson's rate report on file, and Nebel reported that Thompson's has asked for an extension of time to complete the rate report. He stated that the report is finished and he is now awaiting a time to discuss the report with Thompson's. Nebel noted that he will provide Council with a status report. Allen reported that he had spoken with Rob Thompson, and that Lincoln County is moving forward in addressing this issue, and timing will be known later this summer. Saelens reported that he had participated in the recent Home and Garden Show, and that a number of people were interested in talking about the compostables program.

Status of the Budget for the Fiscal Year Beginning July 1, 2014 and Ending June 30, 2015. Hawker introduced the agenda item. Nebel reported that on May 14, 2014, the City of Newport and the Newport Urban Renewal Agency Budget Committee unanimously approved budgets for the fiscal year beginning July 1, 2014 and ending June 30, 2015.

Nebel reported that work on the annual budget was initiated in January 2014, and since that time, the Interim Finance Director, department heads, finance department

personnel, and other staff have been working on various aspects of the proposed budget. He noted that the City Council's first involvement with the budget process was through a goal setting session that was held on February 24. He added that during this session, the City Council heard presentations from each of the department heads; reviewed various upcoming issues; and identified items of importance to be considered at budget time. He stated that in addition to the departmental goals, the Council prioritized goals for the 2014/2015 fiscal year which were adopted following review by the Budget Committee and a public hearing.

Nebel reported that the budget continues to levy a tax rate of \$5.5938 per \$1,000 of assessed value for the city operational purposes. He added that the budget levies an amount to cover the 2014/2015 general obligation bond debt requirements for the city of \$2,376,705 for the wastewater refunding issue, water treatment plant issue, and the swimming pool issue.

Nebel reported that the city previously adopted a schedule for various infrastructure rates that would have resulted in a ten percent rate increase for water, a 15% rate increase for sewer, and five percent increases in storm water and infrastructure fees. He noted that based on Council action, incorporated as part of the 2014/2015 goals for the city, the Council directed staff to develop a budget that would utilize revenue bonds instead of a "pay-as-you-go" method for financing infrastructure.

Nebel stated that in accordance with this plan, the proposed utility rate increases for the 2014/2015 fiscal year have been reduced to a five percent increase in water rates, four percent increase in wastewater, five percent increase in storm water rates, and a five percent increase in the infrastructure fee for the next fiscal year. He added that this will generate funding to support bonding for \$4.5 million in both water and sewer projects over the next three years in order to continue meeting the critical need to rebuild the city's infrastructure.

Nebel reported that the budget provides a continuation of existing types of expenditures for the next fiscal year. He stated that the city has been experiencing a structural budget deficit which means that spending is exceeding available revenues on an ongoing basis. He added that the structural deficit is not currently posing a financial emergency that the city needs to address immediately; however not developing a strategic plan to address this issue during this next year for future fiscal years would be problematic. Nebel noted that during the next fiscal year, City Council and staff will need to make important decisions as to how to eliminate the structural deficit, review current appropriation levels for various operations, and secure sufficient resources for operations and reinvestment in existing infrastructure throughout the city.

Nebel reported that the budget continues providing for a substantial reinvestment in the city's water and sewer infrastructure during the course of the fiscal year. He added that this will be funded in part through revenue bonds and State Revolving Fund financing with the future debt repayment coming from water and sewer rates. He stated that this budget represents an important continuation for focusing on rebuilding the city's aging infrastructure system.

Nebel stated that the Urban Renewal Agency budget proposes borrowing 5.4 million dollars during the next fiscal year to fund a number of major improvements in the South Beach area, particularly along the Highway 101 corridor, south of the bridge.

Nebel reported that the City of Newport/Newport Urban Renewal Agency Budget Committee met on April 30, 2014 to conduct a page-by-page review of the budget. He

stated that Budget Committee members were asked to identify issues where members had questions or concerns. He added that these issues were not debated at the time but were listed with a report coming back to the Budget Committee for review at the May 7 meeting. He noted that on May 7, the Budget Committee reviewed the 64 items that had been included in the report. He added that at this meeting, Budget Committee members could propose changes that would be voted on by the Committee to develop the budget for approval.

Nebel reported that several changes were made to the proposed budget for the 2014/2015 fiscal year, including the deletion of \$5,000 from the City Council budget for election services, and funding for a Parks Master Plan study which impacted the General Fund, the SDC Fund, the Parks and Recreation Fund, and the Room Tax Fund. He added that the Budget Committee made several corrections to the budget including the addition of parks revenue in the SDC account, adjusted the allocation of services provided by the General Fund to the three parking districts (Nye Beach, City Center, and Bayfront), increased expenditures in the Water Fund for the purchase of replacement carbon filter materials for the water filtration plant, increased expenses to the Willamette Valley Communication Center for dispatching to reflect actual proposed charges for the next fiscal year, and corrected an error for parks and maintenance temporary services in the General Fund.

Nebel noted that at the May 14 Budget Committee meeting, \$20,000 was restored to the Community Development Department budget for professional services since the requested senior planner position was not filled as part of the proposed budget. He added that the Budget Committee requested that the city administration review the unappropriated ending fund balance in the General Obligation Debt Bond Fund to determine whether the fund balance was exceeding the debt service requirements for this fund. He stated that it was determined that the unappropriated ending fund balance does exceed the debt service requirements. Nebel added that the Budget Committee opted to reduce the amount that will need to be covered by millages for these debts from the proposed amount of \$2,416,000 to an amount of \$2,210,336 which is an amount based on 93% tax collection rates which would result in a reduction from the proposed debt levy of approximately \$.20 per thousand valuation. He stated that for the water and wastewater bond issues, the amount will be reduced through the life of these bonds by reallocating the surplus funds in the General Obligation Bond Debt Fund over the life of those two bonds.

Nebel reported that the Budget Committee unanimously adopted budgets for the City of Newport and the Newport Urban Renewal Agency with the modifications previously mentioned. He stated that the Budget Committee unanimously approved the various tax rates for the city and the Urban Renewal Agency as outlined in the packet. He added that the Budget Committee motion to approve the total requirements of \$65,206,715 inadvertently did not reflect the reduced debt requirements as approved by the Committee, and that the debt millage was reduced by \$205,664 making the total requirements \$65,001,051. He stated that this correction can be made at the time the City Council adopts the budget.

Nebel reported that a public hearing and adoption of the 2014/2015 budget for the City of Newport and the Newport Urban Renewal Agency is scheduled for the June 16, 2014 City Council and Newport Urban Renewal Agency meetings.

Nebel thanked Gazewood, Linda Brown, and department heads for assistance in the budgeting process, and noted that this is a good template for next year.

Saelens noted that one of the casualties of this year's budgeting process was the removal of the Parks and Recreation Master Plan. He added that this project was removed because the city cannot afford to update the plan at this time, but reiterated that it has not fallen permanently off the list.

Nebel reported that the policy on fund balances, contingencies, and reserves will be presented for adoption at the June 16 meeting.

LOCAL CONTRACT REVIEW BOARD MEETING

Roumagoux opened the meeting of the Local Contract Review Board.

Purchase of Self-Contained Breathing Apparatus (SCBA) from SeaWestern Fire Fighting Equipment. Hawker introduced the agenda item. Nebel reported that the Fire Department was successful in getting a FEMA Assistance to Firefighters Grant to replace obsolete self-contained breathing apparatus for the department. He added that with the FEMA and local funds, the amount appropriated for this purchase is \$224,525. He stated that the first choice of equipment selected by the Fire Department will not be available until after January 2015, and that the city must have a commitment for use of this funding prior to the grant performance period closing on June 10, 2014. He noted that FEMA will not be allowing grant extensions unless an order has been placed with a deposit and expected delivery date from the manufacture by the closing date.

Nebel reported that a committee consisting of departmental personnel and personnel from other fire departments reviewed various types of available SCBA equipment. He added that the committee selected three vendors and reviewed three brands of equipment. He stated that the process was halted in November of 2013, while all three manufacturers waited on U.S. government approval of their products to the 2013 standard. Nebel reported that the firefighter's evaluation committee ranked Drager as the first preferred system, MSA as the second preferred system, and Scott as the third preferred system based on the demonstration and use of the equipment. He added that at the May 5 Council meeting, a recommendation was made by the Fire Chief to go forward with the purchase of the Drager equipment through the fire department consortium. He noted that this would satisfy the bidding requirements since it would be a collective purchase on behalf of multiple fire departments. He stated that the Drager equipment will not be certified until after January 2015, and as a result, the current recommendation is to go with the MSA equipment provided through SeaWestern Firefighting Equipment which is a sole source provider for that equipment in the Oregon.

Nebel reported that FEMA has indicated its consent to go forward with this purchase provided local and state procurement practices are followed. He stated that the Local Contract Review Board can proceed with the sole source purchase with a written determination justifying proceeding with a sole source provider. He noted that the packet contains a letter from Chris Rampley that explains that in the state of Oregon MSA SCBA is only available from a sole source provider and that it is in the city's best interest to purchase this equipment which will be compatible with other area department's SCBAs to facilitate lower future maintenance and inspection cost for this equipment. Nebel noted that he concurs with this assessment. He added that City Attorney, Rob Connell,

suggested, that in order to comply with purchasing requirements, a seven-day protest period be provided by the Council for any protest of proceeding with the sole source purchase of this equipment. Nebel noted that in the alternative, the City Attorney indicated that the Local Contract Review Board could proceed with an E1 class exemption (medical and laboratory equipment), but that this is not totally consistent with the original process used by the Fire Department for this purchase. He added that the seven-day period will not impact the city's ability to procure the federal funding for this purchase.

MOTION was made by Sawyer, seconded by Beemer, that the Fire Chief be authorized to purchase 38 self-contained breathing apparatus, and 38 air bottles, along with the associated equipment, for an amount not to exceed \$224,515, with the purchase being made from SeaWestern Fire Fighting Equipment Supply of Kirkland, Washington, being the sole source provider of MSA self-contained breathing apparatus for the state of Oregon, conditioned on the provision of a seven-day period for any written protests to the Local Contract Review Board to this award, consistent with 137-047-0710 of the City of Newport Public Contracting Rules, with this notice being provided on the city's website. Further if no written protests are received by 5:00 P.M., Tuesday, May 27, 2014, the condition will be deemed satisfied and the purchase may proceed without any further action of the Local Contract Review Board. The motion carried unanimously in a voice vote.

RETURN TO CITY COUNCIL MEETING

The City Council resumed its regular meeting.

REPORT FROM MAYOR AND COUNCIL

Roumagoux reported that she traveled to Portland with the Aquarium staff to attend the annual ocean steward luncheon where Bruce Mate was the speaker.

Roumagoux reported that, on May 14, she had made morning and evening presentations during the "Know Your Newport" trainings.

Roumagoux reported that she had attended the NOAA MOC-P change of command ceremony on May 16.

Roumagoux reported that she attended the Lincoln County Law Enforcement Recognition Banquet on May 16.

Roumagoux reported that she, and her dog, Bailey, had participated in the ribbon cutting for the Brewer's Memorial Ale Fest on May 17.

Roumagoux reported that she participated in the groundbreaking ceremony for the Rogue Distillery and barrel making facility.

Sawyer reported that he attended the Home and Garden Show, and thanked Jim Protiva for a job well done.

Saelens reported that he was a vendor at the Home and Garden Show, and thanked Jim Protiva for assisting with his booth on Friday when he (Saelens) was unable to attend.

Swanson reported that she attended and enjoyed the Home and Garden Show.

Swanson reported on the PAADA Teen Justice Panel and its importance to the community.

Swanson reported that she attended a recent City Employee Committee meeting.

Swanson reported on a recent meeting of the Library Board and noted that the strategic planning is moving forward.

Swanson reported that the Senior Center is now participating in the Silver Sneakers Program and can hold classes at the Recreation Center. She reviewed upcoming excursions planned by the Senior Center, and reviewed AARP tax aid statistics.

Busby reported that he attended the Home and Garden Show.

Busby reported that he attended a fundraising event for the children of Eric Eder, a member of the fishing community who was lost in the Bering Sea.

Busby reported that he attended a recent Airport Committee meeting. He noted that construction is underway on the runway rehabilitation project, and that the airport plan should be available soon.

Busby reported that he attended a recent Public Arts Committee meeting at which the Percent for the Arts program was discussed as it relates to the new municipal swimming pool. He noted that the Committee is developing a public art inventory and may develop a brochure listing public art locations. He added that there is a vacancy on the Committee.

Beemer reported that he will be out of town when the next Port of Newport meeting occurs, and asked whether any other Councilor would be available to attend.

Allen reported that he attended Senator Roblan's legislative update on May 6.

Allen reported that he had attended the Oregon Supreme Court oral arguments on two criminal cases which occurred at the PAC.

Allen reported that he and Nebel attended a recent City Center Newport Association meeting at which the electric sign suggestion, and parking, were discussed.

Allen reported that he attended the PAADA Teen Justice Forum.

Allen reported that a FINE meeting is scheduled tomorrow. He noted that representatives from BOEM would attend. He added that he will provide comment, on behalf of coastal cities, in his official capacity.

Allen reported that the final meeting of the Port's Pedestrian Safety Task Force will be held on Thursday, at 10 A.M., at City Hall.

Sawyer reminded Council that tomorrow is election day.

Roumagoux reported that there was an article about the recent Seafood and Wine Festival in the latest edition of the Oregon Mayor's Association newsletter. She noted that it contained photographs of the damaged tent.

Busby reported that the business license review group will continue to meet.

ADJOURNMENT

Having no further business, the meeting adjourned at 7:54 PM.

Margaret M. Hawker, City Recorder

Sandra N. Roumagoux, Mayor

**Law Office of Robert W. Connell
Attorney at Law**

(currently inactive with the Oregon State Bar)

418 S.W. 6th St.

Newport, Oregon 97365

Tel: 541 270-2401 Fax: 541 265-9558

mistervenetian@gmail.com

ENGAGEMENT LETTER AND AGREEMENT

Dear Mayor and Council:

The purpose of this letter is to memorialize the agreement between the City of Newport ("City") and Robert W. Connell, Attorney at Law ("Robert Connell" or "Mr. Connell") for City Attorney legal services ("Agreement"). The City has been advised that Robert Connell is currently inactive with the Oregon State Bar ("the Bar"), and has made application to the Bar to restore his active status to enable him to perform services under this Agreement.

This Agreement is effective upon signature by an authorized representative of the City, with legal services to commence December 1st, 2013, or upon Robert Connell's reinstatement to active status with the Oregon State Bar, whichever first occurs.

This Agreement expires at midnight on June 30th 2014, unless earlier terminated as set forth below, or in the event this Agreement is extended or renewed as set forth below.

The Law Office of Robert W. Connell appreciates being selected to perform General Counsel legal services as City Attorney, as more particularly described below:

1. Robert Connell is engaged to perform legal services for the City for the term described above in this Agreement, and as set forth below.
2. The parties recognize that the law firm Speer Hoyt, LLC, by and through its Local Government Law Group ("Speer Hoyt") has an agreement with the City for legal services, and that the services set forth in its Engagement Letter and Billing Procedure Memo shall continue according to its terms, and as that document may be amended from time to time.

3. With the addition of Robert Connell as City Attorney, Mr. Connell will perform the duties associated with the position of General Counsel, and is tasked with the coordination of legal services provided to the City by Speer Hoyt, and such other attorneys or law firms as the City may choose to retain from time to time, upon the recommendation of Mr. Connell.
4. Mr. Connell is engaged for ten (10) hours legal services per week, as set forth in Appendix A to the City's Request for Proposals for Legal Services, published August 22, 2013 ("RFP"). Appendix A is attached to this document. The ten hours work per week will be billed to the City at the rate of \$175 per hour for Mr. Connell's time. In the event fewer than forty hours work are performed in any given month, the City will only be billed for the hours, and fractions of hours, for which work is actually performed. In the event more than forty hours of work are performed in any given month, the City will be billed for hours, and fractions of hours, for which work is actually performed.
5. Consistent with Appendix A to the RFP, the parties recognize that the coordination and other functions associated with being City Attorney and General Counsel may require reallocation of the hours anticipated to be performed in the service categories specified in Appendix A. Specifically, and with the concurrence of the City, it is anticipated that Mr. Connell's services as General Counsel may necessitate a reduction in the hours associated with attending City Council meetings. In such event, the parties will endeavor to anticipate legal issues which may arise in any such meetings, and to seek appropriate counsel prior to the scheduled meeting. In the event circumstances require, the City may require Mr. Connell's attendance at the meeting.
6. The parties agree to review and evaluate the number of hours necessary for Mr. Connell to perform General Counsel and other legal services at approximately three months following the inception of this Agreement. At that time, the parties shall consider the volume of work being performed (whether it is less than or exceeds the scheduled ten hours per week), the hourly rate associated with the work being performed (whether an adjustment raising or lowering the hourly rate is suitable under the circumstances at the time of the review), and the desirability of amending or extending this Agreement.
7. This Agreement may also be amended as mutually agreed between the parties in writing at any time, including extension or renewal upon the terms set forth in this Agreement, or upon such other terms which are agreeable to the parties.

8. The parties acknowledge that the General Counsel duties (including but not limited to coordinating legal services with the City's contract attorneys, as well as the Council, City Manager, Department Heads and staff), may require revision of Resolution No. 3624 (April 15, 2013). The parties shall meet from time to time to insure that the Resolution sets forth an effective and flexible model for ordering legal services, as well as providing for effective communication among the persons identified above. The City may amend the Resolution, after consultation with Mr. Connell, in the event changes to the Resolution are contemplated.
9. The City will be responsible for all costs incurred by Mr. Connell in the performance of his duties, including but not limited to document recording fees, filing fees, service fees, court reporter fees for depositions and hearings, court trial fees, and other necessary court and office costs. In the event travel expense is incurred by Mr. Connell in the performance of his duties, Mr. Connell shall be reimbursed at the then applicable IRS mileage rate, in addition to attorney's fees at 50% the rate specified above for the time devoted to travel.
10. Mr. Connell will not charge for basic computer research charges, phone charges (excluding long distance), and routine photocopy charges. As provided in the RFP, the City will make limited equipment, supplies, and copying services available as necessary. Depending on the legal matter, and at his discretion, Mr. Connell may engage the services of legal assistants at a rate not to exceed \$50 per hour, and law clerks and paralegals at a rate not to exceed \$75 per hour. These expenses shall be billed to the City on a monthly basis. In view of the relatively low number of legal services hours associated with this Agreement, the parties anticipate that these expenses will be the exception, rather than the rule.
11. Office bills for time expended on the City's behalf include time from initial consultation through the closing of the matter. Activities requiring the expenditure of time may include office conferences, telephone discussions, preparation and review of correspondence, document preparation and review, and any other services undertaken on the City's behalf by Mr. Connell.
12. Monthly statements will be provided to the City which will indicate the amount of time spent and the charge for services based on the then current rates. Upon receipt of the monthly statement, the amount billed is due and payable. If the outstanding balance is not paid within 60 days, interest at the rate of 9% per annum will be applied. In the event questions arise in connection with a monthly statement, the City is encouraged to contact Mr. Connell, and to resolve any

question or dispute within 30 days of receipt of the monthly statement. If no such contact is made, the statement will be deemed settled, and payment will be expected by the end of the 60 day period.

13. Mr. Connell is engaged as an independent contractor, and not as an employee of City. As such, Mr. Connell will be entitled to no benefits associated with employment, except as may be set forth herein.

14. This Agreement may be terminated by either party at any time by providing written notice to the other party, setting forth the effective date of termination.

15. In the event of a suit, action, or proceeding arising out of, or in connection with this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs, whether at trial, or on appeal.

IT IS SO AGREED:

Robert Connell 10-15-13
Robert Connell Date

Sandra N. Romagnolo 10-15-13
Mayor Date

Margaret A. Lawler 10/15/13
Attest: Date:

APPENDIX A

ESTIMATED MONTHLY PROPORTION
OF GENERAL LEGAL SERVICES TIME BY WORK AREA

ATTENDANCE AT CITY COUNCIL MEETINGS	55%
PREPARATION FOR CITY COUNCIL MEETINGS	25%
CODE ENFORCEMENT AND MUNICIPAL COURT PROSECUTIONS	10%
MISCELLANEOUS	10%

Note: The amount of time spent in the work areas may vary from month to month.



Agenda Item #
Meeting Date

V.B.
June 2, 2014

CITY COUNCIL AGENDA ITEM SUMMARY

City of Newport, Oregon

Issue/Agenda Title Discussion of Local Regulatory Options for Medical Marijuana Facilities

Prepared By: Derrick Tokos Dept Head Approval: DT City Mgr Approval:

ISSUE BEFORE THE COUNCIL: Newport Planning Commission members Gary East and Bob Berman will present a letter outlining the Commission's recommendation on the question of whether or not the City of Newport should impose "reasonable regulations" on medical marijuana facilities as allowed by SB 1531.

STAFF RECOMMENDATION: The staff recommendation is outlined in the City Manager's report.

PROPOSED MOTION: None.

KEY FACTS AND INFORMATION SUMMARY: At its April 7, 2014 meeting, the Newport City Council put in place a temporary moratorium prohibiting state registered medical marijuana facilities from operating within the city limits (Ord. #2063). The moratorium was effective upon adoption and will continue until May 1, 2015, unless rescinded sooner.

SB 1531, passed by the Oregon Legislature in March, expressly authorizes cities and counties to adopt a temporary moratorium of this nature. SB 1531 also provides that cities and counties may impose "reasonable regulations" on the operation of state registered medical marijuana facilities. Reasonable regulations are further defined as including limitations on hours during which a medical marijuana facility may be operated, reasonable limitations on where a medical marijuana facility may be located within a commercial, industrial, mixed-use or agricultural zone district, or reasonable conditions on the manner in which a medical marijuana facility may dispense medical marijuana.

In adopting the temporary moratorium, the City Council expressed a desire for the Planning Commission to review the "reasonable regulations" allowance in SB 1531 and make a recommendation as to whether or not any such regulations should be put in place. The Council further asked that the Commission provide prospective operators of medical marijuana facilities an opportunity to attend its meetings and weigh in on the issue.

On April 14th, the Commission and its Advisory Committee met in work session to discuss the process it would like to use to sort through the issues. They elected to hold a subsequent work session on May 12th to consider the threshold question of whether or not it is advisable that any additional regulations be adopted. Interested parties were provided an opportunity to submit information to the Commission and Advisory Committee on the types of "reasonable regulations" they believe should be considered. They were also afforded an opportunity to participate in the discussion. After considering public feedback and thoroughly discussing the matter, the Commission asked staff to prepare a recommendation letter for consideration and approval at its May 27th meeting. That letter was adopted with minor revisions and is included in the Council packet.

OTHER ALTERNATIVES CONSIDERED: None.

CITY COUNCIL GOALS: There are no Council goals that directly apply.

ATTACHMENT LIST:

Letter from the Planning Commission, dated May 27, 2014

Minutes from the April 14th and May 12th Planning Commission Work Sessions

FISCAL NOTES: None.

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COAST GUARD CITY, USA

mombetsu, japan, sister city

To: Newport City Council

From: Newport Planning Commission

Date: May 27, 2014

RE: Local Regulatory Options for Medical Marijuana Facilities

Dear Council Members,

The Planning Commission met at work sessions on April 14th and May 12th to consider the Council's request that it evaluate whether or not the City should adopt limitations on the hours during which a medical marijuana facility may be operated, where they may be located, and conditions under which a facility may dispense medical marijuana. These options for imposing "reasonable regulations" at a local government level are specifically provided for in SB 1531, passed by the Oregon Legislature in March of this year. Interested parties were invited to attend the work sessions, including those individuals who were present at the April 7th City Council meeting when a temporary moratorium was imposed on the establishment of such facilities. A press release was also issued seeking public input on this issue. The Commission did not receive any public comment requesting that the City adopt supplemental regulations.

After considerable discussion and research into the matter, the Commission has concluded that there is no need for the City to change its land use regulations to limit the hours of operation or the locations where medical marijuana facilities may operate within the city limits. The City of Newport regulates commercial activities by "use categories," with medical marijuana facilities falling under a sales-oriented, general retail classification. This same classification covers pharmacies. Hours of operation are not restricted for any of these uses, and the City has structured its commercial zones to allow full categories of uses, where appropriate. The Commission does not believe that there is a compelling reason that would warrant changing this approach for medical marijuana facilities.

The Newport Police Department would like the City to put in place standards for the purpose of enhancing public safety that relate to the condition under which a facility may dispense medical marijuana. This includes extending background checks to employees (as opposed to just the principal operator), ensuring that the police have access to the facility at all times when people are present, and requiring that facilities provide local law enforcement with the same access to records and video surveillance videos that they are required to provide to the Oregon Health Authority. These are reasonable requests that if used judicially by the Police Department will enhance public safety. Restrictions on the sale of ancillary products containing marijuana (such as food), requiring alarm companies contact the Police Department anytime the alarm system is triggered, and imposing liability insurance and indemnification requirements on facility operators, were



additional standards that the Police Department has requested. There was consensus amongst the Commission that these requirements, if adopted, would not enhance public safety or otherwise benefit the community.

Should the Council determine that it is appropriate for the City to regulate the manner in which facilities dispense medical marijuana for public safety purposes, then it may want to consider crafting those standards such that they could be considered as part of a business license endorsement. These are not land use standards. Therefore, the Council should feel free to direct its staff to prepare such provisions without further engaging the Commission. This might be the most expeditious way of addressing legitimate public safety concerns, while minimizing impacts on prospective operators and persons in the community who would like convenient access to the medical marijuana products that they need.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Patrick", with a long horizontal flourish extending to the right.

Jim Patrick, Chairman
On behalf of the Planning Commission

MINUTES
City of Newport Planning Commission
Work Session
Newport City Hall Conference Room 'A'
Monday, April 14, 2014

Planning Commissioners Present: Jim Patrick, Bill Branigan, Gary East, Mark Fisher, Rod Croteau, Jim McIntyre, and Bob Berman.

Citizens Advisory Committee Members Present: Lee Hardy, Suzanne Dalton, and Dustin Capri.

City Staff Present: Community Development Director (CDD) Derrick Tokos, Library Director Ted Smith, and Executive Assistant Wanda Haney.

Chair Patrick called the Planning Commission work session to order at 6:02 p.m. and turned the meeting over to CDD Tokos.

A. New Business.

1. Review of Updated Library Goals, Objectives, and Strategies (File No. 2-CP-14) for potential action in regular session. Tokos noted that he had invited Ted Smith to join the meeting to walk through the different goals, objectives, and strategies the Library has been working on. He noted that after this presentation and asking questions, if the Commissioners are comfortable with it, they can initiate legislative policy update to the Comprehensive Plan in tonight's regular session. Tokos turned the presentation over to Smith for him to give the background on why and how this document came to be.

Smith said that their last strategic plan was done in 2004. Ever since he got here in 2009, he wanted to do a plan with a building analysis and have someone look at infrastructure and IT issues and give an idea of what can be done within the footprint the library is on without expansion. Also to look at what we could do in the community and in the Library to increase efficiencies and make more space and keep as many books as we have. The Library Foundation gave some money, and he had consultants come in and prepare this strategy. He noted that there is more to the original document. Tokos had provided the strategies, but didn't include the details. Smith said the consultants went out to the community and had focus groups with teachers and home-schooling parents. They held meetings in the Library with advocates and meetings where they invited people randomly. The consultants asked questions about how they used the Library. They talked to leaders in the community. The result of all of those talks with residents and leaders is the strategic plan here. He noted that basically they find that they have three strategies externally, which focus on life enrichment and life skills and that create young readers. He said the Library is doing a pretty good job of meeting a lot of needs people expect them to do. There are a few things to tweak, but they are basically meeting the external needs; they just need to do more of the same and get more efficient. The internal strategy is basically to remodel the library. He noted that the Library has 90-inch-high shelving, and patrons have to climb on small stools. While doing that, some of the older patrons have found it hard to read through the bottom of the lens of their bifocals. What they found was that you can make room by taking out shelving, put some high-use DVDs in a vending kiosk similar to a Red Box; and that creates more space for patrons, seating, and meetings. The Library only has one meeting room and an informal conference room. They can reconfigure the shelving in the Library for height. In the children's area, they can reconfigure seating so the parents and kids can meet together. Now the parents are estranged from the kids because there isn't enough room for the parents to sit on the floor like the kids. He said there is some work to do. Smith is writing grants to pay for as much of this as possible. The Library Board is committed to whatever is needed.

Branigan asked if this has to go to the City Council. Tokos said it is the existing Library Services section in the Comprehensive Plan that needs to be amended because it is out-of-date; and this is the type of effort you would use to do that. It will require public hearings before the Planning Commission and the City Council. Tokos said that he was talking to Smith, and one of the things they will have to talk about is how to work this into the Comprehensive Plan by reframing it as City objectives as opposed to Library Committee services. It will just take some wordsmithing. Branigan noted that these are aggressive goals. Smith agreed and said that he didn't know if they would be able to hit them; but it is an aiming point. In addition, he noted that the Library is considered to serve 18,000 Lincoln County residents.

Croteau asked if they are looking at increasing square footage 40%, how they will do that. Smith said they would add to the footprint they have to the west side as far as to the ravine; and on the north side to the parking lots. He said if they went much farther north, they would have to acquire land. In addition, parking is as dire a need. The lower parking lot is used when people can't find a place to park; so it gets full too. When the disabled park there, they have to roll their chairs all the way around and back up. There is no outside elevator. East asked if there is any plan to access the lower parking lot. Smith said yes if there is an expansion; but the initial plan is not opening walls. There is a door downstairs, but it is a one way door and can't be used

when there is a meeting down there. Smith said that the City owns all of the ravine and over to Literacy Park. He thought they may be able to put in a big culvert and expand the parking or build there.

Fisher said that he is a great user and supporter of the Library. He noted that in the 90s when he was on the school budget committee, he noticed that they were putting aside most extra money for computer systems and equipment and all to the detriment of getting more library books. He tried to make a case each year. He thinks our Library for a town this size is remarkable. He said that he actually appreciated the self-check-out of books, which works so easily and so well. He would like to see getting funding from other grants and entities. He said the Library does have a lot of books there; and he hopes this won't be to the detriment of increasing the number of books. Berman said he found the hours to be most impressive. He also would like to see an expansion of public meeting space. Smith agreed that is one of the biggest issues they have out there. Fisher added that he also appreciates the children's section downstairs. He said we need to hook children into reading and using books; and McIntyre added, at an early age.

Dalton said that she also truly values the Library and the concept of a more comprehensive plan. She said maybe she missed it when she reviewed this, but asked Smith who was surveyed. She wondered if they surveyed the youth. Smith said there were 13 youths on one committee. There was a group of 20 people randomly pulled from the community; and there were 35-40 educators that use the Library regularly. They went to Head Start and had meetings with the teachers and parents; and they heard from home teachers. There were individual interviews with community leaders to get a feel for the community and how the community views the Library; and they got very positive things out of that. Smith said they tried to cover as much of the community as they could. Dalton asked if there was anyone for whom English is their second language. Smith said that most of those at Head Start are Spanish-speakers. He said they have a lot of information. Also, the Library has bilingual story time; and they are getting a lot of feedback from those parents.

Branigan asked how they got the consultants; is that her specialty. Smith said yes; and a facilities planner from San Francisco; and the IT person that works with libraries in Portland, and an interior designer.

Fisher noted that Tokos' memo says that in regular session, if the Commission wants, we would recommend that this study that Smith put together be adopted and referred on to the City Council. Tokos said the Commission would initiate amendments to the Library section of the Comprehensive Plan. He would be working with Smith and bringing a draft back to the Planning Commission for public hearing. Patrick said this is just starting the process. Tokos said an amendment needs either the City Council or Planning Commission to initiate. It would just be a motion to initiate the amendment process.

The group thanked Smith and told him that the study was a very nice piece of work.

2. Discussion about pursuing regulatory options for medical marijuana dispensaries as provided in SB1531. Tokos noted that at their April 7th meeting, the City Council put in place a temporary moratorium on medical marijuana dispensaries within city limits. That option was made available with passage of SB 1531 in March. SB 1531 authorized temporary moratorium until May 1, 2015, unless rescinded sooner; and that is what the City Council chose to put in place. It also allows reasonable regulations to be imposed on medical marijuana facilities. Tokos said those of a zoning nature would be in terms of further refining where these facilities would be allowed within commercial, industrial, and mixed use zones; and hours of operation. There is a provision for other reasonable conditions that may be non-land-use-related. The City Council referred this to the Planning Commission to explore whether or not to provide a recommendation if the City should be pursuing any of these options in terms of reasonable regulations under SB 1531. It was sent for the Planning Commission to work through whether any specific changes should be pursued through City regulations. Berman asked if these would be over and above what the State set up; and Tokos confirmed that. He said the Council also wanted to make sure that the process to make a recommendation provides for input from those interested in establishing medical marijuana dispensaries; and several of those folks were in attendance at this meeting. Tokos said he looked at the land use code; and unlike some jurisdictions, we go by categories and not by individual land uses anymore. We made that change because we recognized that with a 20-page SIC listing, they needed to be constantly updated; and it just wasn't prudent. He said that the way our code is set up makes it challenging to pull out a particular use and say that this one is restricted from Tourist Commercial for instance. It would look at the entire category and whether it was inappropriate.

Tokos said that his sense is that we might want to tackle this in a couple of work sessions to address the threshold and whether there's any reason to pursue this further on the land-use side. He thought that land use isn't the place to go. If there are any restrictions, it would likely be non-land-use; like if the Police Department wants enhanced background checks. It could be an endorsement to the business license and probably not code. Tokos suggested a couple of work sessions. Invite those interested to weigh in whether they believe there are any additional types of regulations that would be prudent. Similarly, invite the Police to weigh in. Work through this in a couple of work sessions to get to the point to say that we discussed and thought about this and come up with a letter back to the City Council indicating where we think they should go before taking it through a full process. That is how we have addressed some of the issues the Council has sent back to the Commission; we have sent a written response back. Tokos suggested tackling this matter that way. Dalton wondered if that could also include learning what other cities nearby are doing. Tokos said yes, that could be part of the work session process.

Fisher noted that he's not opposed to using medical marijuana. But he read this, he noticed that it says "governing body of city or county may;" and he's thinking that we already have the County Health Department that does licensing for restaurants and food events, and the State already has set up a body of people knowledgeable in dispensing such drugs (pharmacies). He is not convinced that we have an obligation to set up an actual business code saying here is what you have to do. He's not sure that we shouldn't recommend referring this to the County; maybe they are the proper body and should be doing that in concert with the State Pharmacy Board. He didn't know if anybody at the table is qualified to set up these rules and know how it should be done properly. Patrick said that he didn't see how this can be done through zoning without doing some major monkey-wrenching. He agrees that the Commission can do the hearing and can ask what kind of rules they would like to see. Berman thought that the whole mechanism with the VRDs and the business license endorsement was a good approach. Then we can get as specific as we want and come up with a list of conditions. Patrick agreed that process worked pretty well. Berman thought that would be a good mechanism for implementing something if it were to occur. Croteau said from a land-use aspect, it is medical marijuana, and we have facilities that sell medical supplies. That is the way it should be handled. He didn't see a valid reason to separate them. Hardy agreed and asked why they are any different than pharmacies. McIntyre said that they are really controlled by the Oregon Health Authority. Patrick said he could see this being controversial so the Commission could take the approach like we did with the VRDs; talk to the people who want to dispense and to the Police Department. Tokos said it would create a structured process for people to provide information to us so that we have it for the next work session. Interested parties can submit what types of reasonable restrictions are prudent if any. The Commission can discuss those at the next work session and provide to the City Council how we want to pursue changes or if it's set hard enough. Then in letter form, he'll prepare and bring back a response to the Council at the regular meeting for Commission approval. Tokos wondered if that seemed reasonable. Berman said it is a starting point and lets public input come in from various sources to say why and if there should be any additional restrictions above what are there already. McIntyre agreed. Capri said we could invite those that would be upset, like certain neighborhoods, and those that will have an opinion about it. Fisher said he didn't think that we can get through this in one two-hour evening. We will have groups of people coming in.

Branigan wondered if anyone had contacted Vancouver, Washington or any other city in Washington. He said there has to be some cities that have gone through a lengthy process. Tokos said that he can certainly reach out and see what other jurisdictions are doing with SB 1531 if anything and can report back on that. East said some surrounding cities are not going to pursue a moratorium.

From the audience, Lou Limbrunner, asked why the City Attorney wasn't present. Tokos said it's not necessary; we are just talking about the process to solidify information. Limbrunner said this affects the business licenses. These people made decisions that cost lots of money. Tokos said that's not the question before the Commission right now. Limbrunner noted that the State already has rules and regulations in place. Tokos said that he understood. Again, Tokos asked if the work session approach seemed reasonable; and the consensus was that it did. Berman said we will need good publicity. Patrick wanted to make sure that we hear from both sides. He thought the work session was best.

Audience member Jack O'Neil suggested looking at the OHA rules and regulations final draft. He said it is comprehensive and he believes covers most of the bases. He said it is written very carefully and requires security and very stringent accountability. He said the zoning is addressed just like Tokos had mentioned. He noted that around the country, other cities and local governments have tried to adopt regulations to ban this based on other business association in a given area. Other businesses might protest even though it is zoned correctly. He said the courts have been ruling pretty consistently in favor of the State zoning regulations as opposed to neighbors heavily protesting this existence. He said the State did put a lot into this thing and covered it pretty thoroughly. He said he is unsure what local jurisdictions are looking for. O'Neil said that he has been operating a dispensary for two and a half years. At this point he is dealing with the State and trying to be compliant. He said he can't imagine how this could get more stringent. His dispensary is in Salem. He had a good video system, but he had to completely redo it because it wasn't good enough for the State. They also seem very serious about their regulations. When you read them, you wonder if they have the ability or intent to regulate to that extent. Berman thought the document from the Health Authority would be a good thing to include. Tokos said absolutely.

Tokos said he would envision that the next work session would be the first one in May. That's four weeks from now. We can provide three weeks' outreach and pull information together for that meeting. Dalton asked if it's appropriate when we do the announcement of the public meeting to also cite the law and the Health Authority resource that was referenced. Tokos said what he was thinking of is that basically this is an opportunity for interested folks to provide feedback about what, if any, reasonable regulations should be considered in work session. We don't have anything that is appropriate for a hearing at this point. We may not want to go down the path of any changes and just kick back to the Council that the Commission doesn't see any reasonable regulations to pursue. He is cautious about public hearings right off the bat because that is inviting testimony, and they don't know what to testify to. That is why he is framing this in a work-session-structured way for input of what they think should be considered or why not. That gives the Commission time to digest it and talk about it as a group and decide where you want to go.

Limbrunner asked if any other municipality is doing this. Tokos said that Lincoln County did put in a temporary moratorium. Limbrunner said that Toledo already has one; and Yachats and Lincoln City are not doing this. Tokos said that is possible. He will see what other jurisdictions are doing.

O'Neil had one comment regarding the problems with the issuance of the business licenses. He asked if it was possible to come up with some sort of timeframe. He said if they have a timeframe, they can deal more easily with some of these problems that are happening so suddenly. He said that they ran into this at the last minute and were already tied into leases and commitments. He said a timeframe would really be helpful.

Fisher thought that the City Council was clear that this moratorium isn't going to be quickly recalled. They are serious about putting this off awhile to see what the Planning Commission comes up with. Tokos thought the initial step with May 12th is reasonable to provide three weeks for comments and is moving along in a timely manner. If what the Commission determines it wants to do is a recommendation for specific changes or report back to the City Council why we don't think it should be pursued, he can bring that back to the second meeting in May at the regular session for the Commission to consider. After May 12th, if the Planning Commission directs Tokos to prepare additional changes that will have to go through public hearing, which would be four weeks out; possibly the first meeting in June. Tokos said those are the two paths. We are moving as timely as we can and also respecting that we need to do meaningful outreach and get information to the Planning Commission.

B. Unfinished Business.

1. Further discussion regarding the feasibility of the formation of a North Side Urban Renewal District. Tokos said that he hoped everyone had read through the final report. He said what he tried to do was summarize the revisions in a memo. He noted that the revenue sharing provisions were clarified on page 3. We had talked about it not being clear with the different thresholds you see. They cleared up the 10% and the partial revenue of 12.5%. There are additional details provided regarding compression including the trend, and that was moved up in the report. Street labeling was improved on the map so you can read it. Tokos thought they did a nice job of cleaning up the tables, and the summary on Exhibit 3 was a good one. Croteau asked if the total column was only of the large option. Tokos said what that is saying is the large option includes those elements; and the small and middle do not include those. Looking at Exhibit 3, the small and mid means those aren't further projects at all; they are in the large to that amount (100%, 50%, 75%, and so forth). Tokos said he had a conversation with ECO about this; and they held with 4.5% growth forecast. They asked if we really want to do 3.65% because 4.5% is realistic; and they felt that 3.65% is too conservative. They said that was taking in a recession that we are unlikely to see again. ECO said that 4.5% is more typical and is reasonably conservative. Tokos noted that this is the feasibility study, and if you form a plan based on 4.5% growth that doesn't mean that can't be refined. He said in South Beach we went with 7.1% growth because that seemed reasonable in 2008. That changed, and we adjusted it down to 3% based on experience. You can make course corrections after you make the plan. If you don't meet it, that means less money coming in and less projects. Berman asked if that is the rate only within the plan area or citywide. Tokos said the 4.5% should be just in the plan area. He continued noting corrections by saying that they cleared up the error in the TIF forecasts in Exhibits 6, 7, and 8. He said he talked to them about truncating the tables and why not stop them at the year they retire; and that is what they did. He asked them if they would flag the year when we would be closing the South Beach District because the entities will be getting an infusion back; and they footnoted that. Croteau asked if 2026 is realistic; and Tokos said it is shown as 2027 on the tables, which is realistic but we may actually close sooner. At that point we would have \$2.8 million in annual TIF revenue that will roll back to the taxing districts. ECO added a new section to the report to address impacts to taxing districts. Tokos said that he didn't appreciate fully until he had a talk with ECO that school districts are held harmless. It is picked up through a State formula, which funds based on student population. The school district is not going to get impacted. You also have compression, so the loss in property taxes to schools in the near term wouldn't be as significant anyway because of the compression issue. If an urban renewal district passes, the school district is losing a half million dollars to compression; that shifts to general government, and the school district will no longer lose that. That clarified the school a little bit, which was helpful. Existing GO bonds are not affected by the creation of a new urban renewal district. The pool bond would not be affected. They clarified that all three options assume that for certain projects there will be other funding partners; the middle just assumes the most. Tokos caught a typographical error in the tables where fairgrounds was misspelled and will pass that on to ECO.

Tokos said his thoughts for next steps is for him to take this to the taxing entities and have a conversation with each of them and bring that information back to the Planning Commission. He noted that City Manager Nebel wants to participate in that. Tokos said the City Council will get this document so they can start looking at it; maybe at their next work session. As feedback, Tokos noted that the new City Manager read this report. Nebel has been digging through all kinds of documents trying to get up to speed and familiarize himself with things; and he said that this gave him a better sense of how these different issues are intertwined. Tokos said that's good to hear. Other entities that don't deal with urban renewal will read this and share their candid thoughts.

Berman wondered if the City Council asked the Planning Commission to take a look at this. Tokos said this came out of a recommendation in the Economic Opportunity Analysis. This was one of the key recommendations out of that. The Council

wanted to get this policy going. The TAC group was formed from a large group from the taxing entities and businesses in the community. Croteau asked if other taxing entities will see this report. Tokos said that is his thought. We're not in a rush, but want to move timely. Berman said that he sees three serious impacts. The school district essentially has no impact. The County out of their \$12 million, they could at least get a \$3 million contribution back in their new building. Tokos said the hospital district similarly. They will have a near-term hit; but they will see that we are programing in projects benefiting them because otherwise they would have to spend money on them. Tokos noted that the taxing entities don't have veto power; but we want everyone going the same direction. Patrick agreed that we want to do a good sales job.

2. Discussion regarding urban renewal collection on tax statement. Berman had provided a sheet to explain a city's urban renewal tax calculations. He told Fisher the bottom line is that \$8,800, if there hadn't been any urban renewal, is money that he still would have paid. Berman explained that you start with an URD, you define an area, and come up with a frozen base. It's the assessed value on the day it's set up in that area. The next year that assessed value goes up by some percent; say 3%. So that 3% is a countable number; you know how much that is. You can say what city taxes would have to be to generate that much money. If city tax was \$1 per thousand, a million dollars in increment then would be 1/100 of 1%. You simply apply that rate to the whole city. It raises exactly the same as if you applied the full tax rate in the small district. In the example he provided, with urban renewal, urban renewal would raise \$3,449; the city would raise \$86,916. The sum of that is \$90,366, which is what the total taxes would have been if there hadn't been an URD. You figure the rate adjustment for all taxing districts and subtract it out and apply it to everybody. Tokos said that's the way the assessor would chose to calculate the amount payable to urban renewal. That is strictly what would be going from the frozen base in the district. That is a given. If the frozen base means a half million dollars to urban renewal; next year the county could take it on just within that district. It's easier to calculate it citywide. Fisher said the bottom line is that some of the entities he has been paying taxes to are getting less money that is now going to an URA. He said it is not an accurate way to reflect it. His statement shows him paying into urban renewal whether or not the bottom line changes. There is some money not going to these others because it's been reduced. Berman said the rate presented on these tax statements was the same reason he started asking. He agreed that this is poor presentation. Fisher said the bottom line is that money would have gone to other entities if it didn't go into urban renewal; and that is not right. He said \$20 million over ten years is not right. Patrick said that people in the district paid more money. They paid more than they were supposed to. Fisher said he shouldn't have had money that he was paying to other entities taken away. It should have gone where he was paying it instead of into an URA. Fisher said he will have a hard time voting for a new urban renewal district because it will make this more egregious. Berman agreed they would take more from other entities. Again, Fisher said that isn't right. Berman said that is how State regulations are written. Dalton said she appreciated what they just shared. Tokos said it doesn't reflect how it's displayed here. Fisher said they can explain it away all day; but it isn't right.

C. Adjournment. Having no further time for discussion, the work session meeting adjourned at 7:02 p.m.

Respectfully submitted,

Wanda Haney,
Executive Assistant

MINUTES
City of Newport Planning Commission
Work Session
Newport City Hall Conference Room 'A'
Monday, May 12, 2014

Planning Commissioners Present: Jim Patrick, Bill Branigan, Gary East, Rod Croteau, Jim McIntyre, Bob Berman, and Mike Franklin (*newly appointed*).

Citizens Advisory Committee Members Present: Lee Hardy, Suzanne Dalton, and Dustin Capri.

City Staff Present: Community Development Director (CDD) Derrick Tokos, Police Chief Mark Miranda, and Executive Assistant Wanda Haney.

Chair Patrick called the Planning Commission work session to order at 6:00 p.m. and turned the meeting over to CDD Tokos.

A. New Business.

1. Presentation by Meg Gardner (NOAA Coastal Fellow) on the Oregon Coastal Management program related to updated Goal 18 (Beaches & Dunes) Beachfront Protective Structure (BPS) Eligibility Inventory. Tokos noted that in their packets, the Commissioners had copies of the maps, the Goal 18 provisions, and a memo from Meg Gardner. He said that Gardner was here to give a primer on how she went about doing the inventory. He said that Goal 18 requires local jurisdictions to have an inventory of properties developed prior to January 1, 1977, which qualify for BPS such as rip-rap and seawalls. He noted that most coastal communities don't have this inventory and have been dealing with it on a case-by-case basis. He said that DLCD and Gardner did a lot of work on this; and Gardner was here tonight to make a presentation.

With the use of the overhead, Gardner showed some maps and gave a quick review. She noted that Goal 18 says BPSs are only permitted for where development existed on January 1, 1977, and the local Comprehensive Plan should have an inventory of where these developments existed. Even though this regulation was put in, it slipped through the cracks and was not adopted by most jurisdictions and is handled on a case-by-case basis when these requests come up. Because it's based on historic information, it can be hard to track. Gardner explained the meaning of development: houses, commercial and industrial buildings, vacant subdivision lots which are improved with streets and utilities (septic, sewer, water, and electrical) to the lot. Branigan asked if it has to be both streets and utilities; and Gardner confirmed that was the case.

Gardner explained that the reason for updating was that the DLCD did an overall inventory in 2005; but it was done fast. Some properties were undetermined because it would take more time to figure out whether they were developed or not. It was mostly subdivisions. The 2014 review cleared those up. She had to go back through and update it and make it more complete, update tax lot geometry, and ocean front development. A lot of tax lots were on the bluff or in the ocean shore areas, so she added lots to go back to the actual first houses to have a determination.

Gardner explained what information she used to make decisions. She used a lot of subdivision information from Lincoln County. They have all subdivision plats on line and tax information, so she was able to access that information pretty quickly. The aerial photographs from 1967 and 1977 were used; and in some cases, the 1967 photo was actually clearer and better. To get the utility information, they used as quick a way as they could. They looked at the aerial imagery to see if there is a road to the lot and whether there is a lot of development in close proximity to that lot. If there is, then the assumption is that the vacant lot had services. If the lot is in a clearly rural area and there are no roads or access, then it's not eligible. She showed very quick examples of what it looks like on a case-by-case basis. She showed some highlighted lots and explained that she was able to use the 1967 map, which showed that in fact there was development there. On the 1977 map there was more definition to tell those were houses. She also had access to year-built dates from the Assessor. These were an example of ones that would be eligible. The next one she displayed was a vacant subdivision lot. There is development around it, and there are roads around. It's in Agate Beach in a landslide area and would not be eligible because the determination is that there probably are no services going to a landslide area. She showed another vacant subdivision lot with houses next door and across the street, which she called eligible. Berman asked if Gardner actually went out in the field to look at these. Gardner said no, because there are so many that would be hard to do. She showed one that in 1967 had no roads and development nearby; but now it's developed. However, because it was development in 1997, well after the 1977 date, it's not eligible. In the last example she showed, she noted that you can see that the structures are pretty small; and she wasn't sure if they were houses or not. Now there is nothing there. In this case, the qualifying development is gone so now it's ineligible. If it were built in the same footprint, it might be.

Gardner went over a few subdivision things that came up. Based on the law, there need to be four or more parcels with recorded plat and some sort of proof that it happened. If a subdivision was created after implementation of the Lincoln County subdivision

ordinance in 1963 and prior to January 1, 1977, they assume it had services because the ordinance would have required those improvements. Before that year, they would use the definition that if there is a road constructed and houses nearby, then it's eligible; if not, then it's ineligible. She said that if there was evidence that they got it wrong and a property owner had evidence of services, they wanted to make sure that there would be a process within the code for the property owner to change it if it was wrong. She noted that she is using the same year for implementation of the cities' subdivision ordinances as Lincoln County's, which was 1963. She said a lot of development in Newport was pretty old, so it wouldn't matter much. If development is after 1977, it's ineligible. Also, if it was subdivided into a new subdivision after 1977, it is ineligible.

The last thing Gardner wanted to mention was about public land. Anything that is public land usually doesn't fall under the definition of development. Yaquina Head is BLM land and is a rocky headland anyway and probably wouldn't need BPS; but it's not eligible. The grandfathering is to protect private property mostly. She noted that this law happened in 1985 so that if there had been a structure that was permitted lawfully on private land, it could be maintained into the future; it's just anything after that plan cannot.

Gardner said the benefits of using inventory, which hopefully jurisdictions are moving toward adopting, is that it will save time and effort. It is a place to go to every time this comes up. It will provide full disclosure to the public. It provides consistency with Goal 18 requirements. It's proactive planning for coastal erosion and where hot spots might be. Dedicated staff is available to provide assistance and products. Branigan asked Gardner how long this has taken her. She said Lincoln County took a few months. Now she is on to Tillamook County. She is hoping to get the whole coast done by the end of summer. Berman asked if there is any kind of emergency provision if it looks like someone's house is going over the edge and they want to put in rip-rap. Gardner said in cases of emergency, Parks and Recreation permits BPSs, and they have to get a LUCS signed by the City. Tokos said generally they can't do rip-rap; if it's not an eligible property, then it's not.

Tokos noted that it doesn't take a whole lot to put this in the Comprehensive Plan. We will include some outlet language in the zoning code to provide alternative proof if they believe it's not accurate. The GIS DLCD provided has rationale for how they did their analysis for each property. This will be an official resource. He said we may end up dealing with several at once if we had a catastrophic weather event.

Berman asked if this is the finished product. Gardner said as long as the City is happy. She said there won't be big changes. At least for the time being, this is the document. Patrick asked Tokos if he wanted the Planning Commission to go ahead and initiate this. Tokos said that the Commission can just make a motion at the regular session asking staff to initiate the work to roll this into the Comprehensive Plan and he can bring the text back. Patrick asked if there would be notice and a hearing; and Tokos confirmed that would be the process.

Berman asked what if an area used for public safety for beach access erodes. Would there be exceptions to ineligible lots. Gardner thought it is part of the rule to maintain beach access, and thought it would be allowed. She said also when these structures are built, they have edges that can cause more erosion so you are allowed to make a continuous line to prevent that from happening. If there were two eligible properties on each side of a beach access, the access could potentially get rip-rap as well.

Franklin asked about Don Davis Park where the entire path is green, but the area that is most likely to erode first is in red. He asked if the City couldn't do anything with that. Tokos said they have talked about that particular parcel; and that needs to be clarified. He thought it needs to go green. Gardner said that she thought she has changed that.

Croteau said that his house is in the green, but there is a red area in front of his house. Gardner said that if you feel your property needs to be protected, it would be up to Parks and Recreation to say when you would be able to get it. They would have to look at criteria when making a decision to permit.

Gardner said that once the whole coast is finished, this will be available on line. She is doing it mostly by county. Lincoln County was done first because it was the most out-of-date. Franklin asked once she gets through, if she will need to start all over again. She noted that she made the call to go a few lots back in some places to anticipate erosion.

The Commission thanked Gardner for her efforts and her presentation.

B. Unfinished Business.

1. Consideration of public input received on whether or not the City should consider adopting reasonable limitations on the hours during which a medical marijuana facility may be operated, reasonable limitations on where a medical marijuana facility may be located, or reasonable conditions on the manner in which a medical marijuana facility may dispense medical marijuana, as allowed by Senate Bill 1531. Patrick read the summary of this agenda item and turned the proceedings over to Tokos. Tokos noted that he had asked Police Chief Miranda to join the Commission on this item. Tokos said as everyone may recall, the

Planning Commission at their last work session had set out a process for considering whether or not the City should be imposing any reasonable regulations at the local level. Staff sent out a press release to the local news media. We didn't receive any feedback whatsoever one way or the other. Nothing came in indicating that there was any desire to impose regulations at the local level.

Tokos noted that at the last meeting, the Commission had an opportunity to talk about whether it makes sense to impose land use regulations such as hours of operation or where it should be permitted in our commercial or industrial zones. He said it seems that he heard that would be inconsistent with how we tackle land uses in Newport, which are regulated by use categories. It would be out of character to pull out an individual commercial use and set it to different land use rules. Similarly with hours of operation type standards. Tokos talked to Police Chief Miranda and there are a range of regulations that would be non-land-use regulations that get at how medical marijuana facilities operate that in the Police Chief's view is public-safety-related. Tokos listed in his memo a number of these different areas of concern. He wanted to go through that list.

The first is in regards to background checks. The administrative rule requires background checks for the principal but not employees. The Police Department would like to extend that to employees.

Second, in regards to building access, the Police Department would like to have access to the facilities. Miranda said primarily if there is an incident, they want these facilities to allow the police inside so that they can investigate whatever is going on.

The third concern involves records. The OHA already has requirements. The Police would like access to the same information.

Next is prohibition on processed items such as food-related items, hash oil, etc.

Another concern is security alarms and surveillance. The rule requires that these systems be in place. The Police would like to have access to those surveillance records.

As far as liability insurance and indemnification, the Police Department would like to see the City indemnified against challenges it may face in allowing these facilities within city limits.

Tokos noted that those are the things the Police Department would like to see put in place. If the Planning Commission feels these are appropriate regulations for the City and are within the meaning of the law, they could be done as an endorsement to the business license. Tokos said that he did talk to other jurisdictions. Senate Bill 1531 just passed in March, so not a lot of jurisdictions are way ahead of us. Many have taken a wait-and-see approach and placed a moratorium. Cave Junction is even challenging the validity of medical marijuana stores. We will see how that plays out. Also, there is the potential for recreational use hitting the ballot. The Legislature may pick up medical marijuana again at the next session. Jurisdictions are looking at how it plays out in those areas that didn't impose moratoriums. Tokos said that he didn't have a good example of a jurisdiction that tried to impose land-use regulations or even any others. They are working through this the same as we are. Tokos said if the Planning Commission is inclined, the Commission's response could be formed as a letter to the Council. It's not something that comes back before the Planning Commission. It's not land-use-related. The City Council can take it on if they choose. Tokos said the letter will speak to land use as well and whether it's prudent or not to impose that.

Berman said that the law gives three reasons why additional regulations can be imposed. He said as he reads down the list of the Chief's concerns, he sees no reference to the first two; hours and location. He said they fall under the manner in which a medical marijuana facility may dispense; and it seems semi-marginal to him whether these fall under that. He asked if the City Attorney has looked at what falls under that. He doesn't see the liability insurance. The prohibition on the processed items he doesn't see withstanding any challenges. There are no prohibitions in the State law. Tokos said that the City Attorney hasn't weighed in, but obviously will when it is presented in ordinance. Maybe the City Attorney would have issue with some and not with others. There may be some in this package what would qualify as reasonable conditions. But, if it's all; he doesn't know. Tokos said he is trying to frame the issues of concern from public safety.

Patrick wondered if the Commissioners wanted to go through each standard. He said that as far as locations and hours of use, that would actually be unrelated to land use. He asked if there was any sentiment from the Commission. The general consensus of the Commission was that this is not related to land use; and those two are off the board.

Hardy asked if there were any other business licenses that require insurance to indemnify the City. Miranda said that taxi cabs primarily; and we issue permits for temporary things. Hardy asked if that requirement is potentially in conflict with the Federal government. Miranda said not that he is aware of. Hardy asked if the CDD reviews business licenses. Tokos explained that typically just the land use aspect of those. When our department is looking at business licenses, we are checking parking standards, landscaping, or if a use is permitted in certain areas. He said this stuff would be potentially handled at the Finance counter or the Police Department before a business license is issued. Tokos said the Police Department is one sign-off; as well as Planning, Building, Fire, and Public Works. Hardy said so there is a process in place for licensing of these.

Tokos said the question before this group is do these types of supplemental standards fit within the meaning of what the Senate Bill authorizes. Are they something the Planning Commission recommends the City Council pursue, consider, or not deal with? Berman thought that we couldn't make a blanket statement about all of them. His reading of the requirements says that several of them don't fit within the meaning of reasonable conditions. Some of them wouldn't be practical; the background check in particular. He assumes that some of these dispensaries are nonprofit with volunteer labor. For this, all volunteers would have to go through the background check process before they could volunteer. Franklin asked what the Police Department is looking for in backgrounds. Miranda said it's the same standard OHA is looking at; prior convictions in the last five years (schedule one and schedule two). Berman said that the City Attorney is the only one that can say if these six things fit in the category of reasonable. He said maybe we are getting ahead of ourselves in this discussion. In his opinion, these are just regular businesses. Should they do something over and above say pharmacies? Do they indemnify the City? He said that the records and security thing is perfectly reasonable. Patrick could see some trouble with the records. Because it's medical marijuana, it's under HIPA; and you can't see that information. Miranda said that in some cases they can. It depends on the circumstances. Dalton said under building access, it seems that if the Police need to have access, they have it. Miranda said similar to OLCC, a licensed establishment can't keep the police out. They have access to licensed establishments. Dalton had a question about surveillance. She thought that would be automatic. If it were required to view it, the police would. Dalton said that she knows at public schools there are regions and zones that you can't put alcohol or a pharmacy because of the zoning in the city. She wondered if this is one of those uses. She asked if there is anything in the law that speaks to zoning. She was told yes, it's a thousand feet from a school or park or each other.

Tokos said the Commission can go through each item. He will put together a draft letter to the City Council for review at the next regular Planning Commission meeting saying we looked at these things, and this is our opinion. Tokos said although what the Planning Commission typically does is land use, there are some other things statutorily that you deal with. He told the Commission, you are an advisory body. If you don't agree with these, just say so. He said the Council is just looking for your advice. The consensus was to go through the areas of concern individually.

Background checks: Franklin thought there should be background checks for employees just as there are in pharmacies. You can't be a nurse if you have a conviction. After brief discussion, the majority, but not the general consensus, was that the Police Department conduct background checks comparable to what the Oregon Health Authority requires.

Building access: Franklin asked what the Police Department was worried about. Miranda said the police generally go into bars for example as a preventative strike to keep the peace. Every now and then they will see a crime in a bar a will take care of it. Hardy asked if the police visit pharmacies. Miranda said they do, but mostly to remind them that we have the drop-off box at the office for pharmaceuticals; or to let them know if we have someone scamming in town. Berman asked if it's the intention of the police to go in to do inspections of lab equipment or scales and check IDs of the workers. Miranda said that the OHA only has six employees, and two are in the office. Law enforcement felt the field will fall under an unfunded mandate. Hardy asked if it wouldn't be complaint-driven. If the State isn't doing it, the police may have to inspect once or twice. Dalton thought that the presence of a police officer could be preventative. Berman thought the intent is to inform the dispensaries that they are not allowed to say the police are not allowed to come in. It was the general consensus of the Commission that the Police Department should be afforded access to the facilities.

Records: Berman said that some of the records could be within constraints of HIPA. You may get information such as how much went in, how much went out, and from what grower. Miranda said that it might also be records of an individual user if they have a crime involved. If they bought a forged prescription with a forged drivers' license, the police may need something along those lines. McIntyre thought there should be a caveat that they have a reasonable cause to look at those records. Miranda said the police don't have the time to go in just to look at those records. Croteau asked if the police need a court record for that. Miranda said they would need a subpoena. He said it depends on what they are looking for; the number of tons for one particular grower, or did a certain individual purchase last week. The chances are for the latter, they would be getting a warrant for that. He said it depends on the situation. If there is a crime involved, they may not need a warrant. Franklin asked if the marijuana is carried in bottles with the patient's name on it. From the audience, there was an explanation that there is no such thing as a prescription. Capri wondered why a dispensary doesn't follow the same lines as a pharmacy. Branigan added that if the State is treating it as a pharmacy. The Health Authority spelled out specific recordkeeping, and what the police are saying is that at their request, they would like access to the records as well as the Health Authority. Miranda said he suspects it would be their overall business records. From the audience, the comment was made that the City might do well to contact Corvallis where there is a dispensary that is open now and seems to be running in exemplary fashion. The audience member noted that the amount of recordkeeping you have to do and what you have to produce to use the facility is in place. He said if this is what it takes for people to become comfortable with dispensaries, then fine. He thought Corvallis is a good place to look. He suggested the Commission talk to a similar body in Corvallis. Franklin noted, and in Toledo as well. Berman asked whether the records that are already in existence and are provided to the State should also be provided to the Police Department. McIntyre said maybe to the Police Department on request. Most thought that was okay. McIntyre said he was okay with it if it were upon formal request. Patrick thought this item was a wash; he didn't see a lot of sentiment for or against.

Prohibition on processed items: The majority of the Commission didn't see the difference. Miranda said that the problem with processed items, particularly food, is kids getting hold of it; it's not how much THC is actually in there. From the audience, the explanation was made that recent modifications require potency labeling. It has to list the THC on everything and the ingredients on food. Another audience member expressed concern that these products are not regulated by the FDA. One of her concerns is protecting the consumer as well. She said that she can't even bake cookies to send with her child to school. There are no regulations on commercial products containing THC. From the audience, the person responsible for the facility (PRF) in Toledo said that anybody that works there are volunteers and are patients. Theirs are patient-to-patient services. That is what they prefer to have for the knowledge base. She noted that as far as edible products, that is evolving. She said they have come up with packing that is black heat-sealed plastic. You can't see the content that is in there; and you would need scissors or a knife to get into the packaging. She said that the people using these products want to protect children. They are doing all they can to comply with the law. Oregon has set the standards. They are testing potency more and pesticides. She said they are doing it right. They are becoming more knowledgeable. For a lot of patients there is no more recourse for them. She said the City needs to look at the benefits of what is going on with these medications. She said they don't allow anyone without a card. She added that they had to have a full security system before they could apply. A patient from the audience said that until these facilities are allowed to open, she has to live in the back alley. She has to go to somebody she doesn't know. She said some of these issues are moot because the State is covering them; both dispensary agents and patients. Berman noted that additionally there are patients that can't smoke; that's not an option for them, and ingesting it is the only viable way of receiving this medication. There was a question raised whether a food-handlers' license applies to these products. Franklin thought they should have health inspections just like anybody else. Patrick said it might already be in the law. It was noted from the audience that vendors bring in these products. The consensus of the Planning Commission was no prohibition on processed items.

Security alarms and surveillance: Berman had a concern about false alarms that get sent out by alarm companies. He asked if Miranda wanted to send his officers out on those. Miranda said they respond to all alarms. From the audience, the PRF in Toledo said that they call the police; but there are three additional contacts first. They have access to their camera 24 hours. If the alarm company can't reach anybody, then an officer is called. She said they pay a licensing fee to the County. From the audience, it was noted that they believe the State specified the alarm system; it is in the State law. Miranda said that even a panic alarm goes through the alarm company. Franklin wondered if this is a non-issue because it's already in the State requirements. Berman asked if anytime an alarm goes to the alarm company, the first call is to the police department. Miranda said that is the preferable way; and they are asking that the police be contacted. He said whatever the OAR is doing for the State, the local police department should be able to do the same thing. Gary said as long as the State has that regulation, we can follow the State. Patrick said that he wasn't sure. The rules require the system, but they are not required to respond. Tokos said that he didn't see anything about alarms, but the OHA has to make a request for video surveillance. Capri asked what would be wrong with having the police department go. Hardy asked if every time. Miranda said they would respond; but if it were every day every week, they would be contacting the owner. Berman said it would be extra action by the alarm company to call on all alarms. From the audience, it was noted that if the alarm company can't verify it's a false alarm, they call the police. The Toledo representative said that is the way they want it. McIntyre said there has to be a priority; the alarm company calls the person responsible for the facility, and then the police department after that. Patrick said if the alarm company can't figure out what the alarm is, they will call the police department anyway. Franklin said it seems like the police department will be called if needed. Branigan said to first call the person responsible for the facility and then slip in the police department. Again from the audience, the PRF from Toledo said that if the alarm company can't reach somebody, the police department is contacted. Miranda said that sounds like a false alarm ordinance where, because of fines their clients were getting, the alarm companies didn't want the police called immediately. He said it is best if the police department is called first, and they can get on their way. If there's no problem, then they can go somewhere else. Patrick said that we can let the system work the way it is; and we can always change the rules later.

Liability insurance and indemnification: Patrick noted that an example of taxies had been given. Branigan wondered if the reason for looking for indemnification had to do with the Federal issue. Tokos thought that the risk Miranda saw was control at the Federal level; which is different than many issues. Hardy said that if the City is perceived as allowing an illegal activity, she doesn't think an insurance company would write that policy. An audience member said that the Federal government is not going to come swooping down on Newport. Patrick noted that the consensus of the Commission is not to support this item. Insurance is part of a normal business.

Miranda wanted to go back to surveillance. He noted that OHA has records. Berman thought that the law says video surveillance is available to the local law enforcement. Tokos said it says OHA.

First, Tokos wanted to note that at the next meeting he will have a letter drafted that clears up what was discussed here. The Commission can take action on that and send it up to the City Council. The Council would be charged with what they are going to do; initiate a code in line with this or not.

Hardy asked if the OHA saw the strong possibility of a crime, are they going to keep it from the police. It's almost like any business, if there's a problem, they will call and want the police to look at the video. The person responsible would want them

to. Patrick said that the Police Department could write a request to OHA. Miranda said he had tried calling OHA and had sent an email and still hasn't heard from them. East asked if the reason for seeing the surveillance videos was if there is a crime issue. He would think that the owners would want the Police Department to get permission to view anything that would solve a crime or a potential problem. The PRF from Toledo said that they also want to protect their patients' privacy. Patients don't want to be labeled because of the stigma of the community. The dispensaries have to protect people's privacy too. Miranda said the Police Department would not use the videos as a fishing mechanism. Maybe there was a crime a block away. They have used surveillance videos within a neighborhood to solve crimes. Like in the Umpqua Bank robbery, the suspect was identified from a video across the street. Patrick asked how the Commission felt about the Police Department having access to the surveillance videos. Branigan said if they have a reasonable cause.

Tokos summed up that in his letter to the City Council, the recommendation from the Planning Commission will be that there is no reason for pursuing land use regulations for hours or location. The Council may want to consider supplemental standards as an endorsement for public safety. The Commission generally mentioned such things as expanded background checks, building access, access to records, and access to video surveillance records. The Commission discussed further restrictions on prohibiting processed items, security alarms, and liability insurance and indemnification and weren't as comfortable with doing those. If the City Council is concerned and wants to pursue that, they can take ordinance directly. Patrick reminded Tokos to add access to video surveillance "with reasonable cause." Tokos said that he will put a draft letter together for action at the next Planning Commission meeting. That will be sent to the City Council; and they will take it from there. Then they would direct staff to do that endorsement. He will note in the letter that the Commission is sensitive to moving this along in a timely fashion. Berman asked if the letter needs to go through a final Planning Commission meeting. Tokos said yes, he wants to make sure that what is passed by the Commission is what they said; and it has to be on the record. From the audience, Tokos was asked if he could give a timeframe. Tokos said the letter will be at the next Planning Commission meeting, which is May 27th because of the Monday holiday. The letter would be presented to the City Council at their June 2nd meeting. Adoption would probably be at the July 7th City Council meeting. If they choose not to pursue any further regulations, it could be at the June 16th meeting or the July meeting that the Council may lift the moratorium. The Planning Commission will put out the letter on May 27th, and then it will be in the Council's hands from there.

C. Adjournment. Having no further discussion, the work session meeting adjourned at 7:26 p.m.

Respectfully submitted,

Wanda Haney,
Executive Assistant

The Newport Visual Arts Center Steering Committee

Report to the City Council

June 2, 2014

BACKGROUND

The Newport Visual Arts Center (VAC) holds a unique history and role in our community. Founded thirty years ago as a broad collaboration between city government and an impressive list of volunteers, it has grown and changed since its beginnings. The building is owned by the City, managed by Oregon Coast Council for the Arts (OCCA), and its most active user is the Yaquina Arts Association (YAA). Volunteers from the Coastal Arts Guild (CAG) act as docents in the Runyan Gallery and also work for the City to earn money for needed expenditures at the VAC. Each decade has added layers of tradition, complexity, and multiple expectations from the various users. Many of the expectations are incompatible.

Because so many players are involved in the day-to-day operations, an elaborate, unwritten standard operating procedure has evolved until it has achieved the perceived status of contract. One of the tenets of this “contract” is that no one individual knows everything about what happens at the VAC. This informal approach of overlapping, yet independent, usage served well in the beginning when the building was new and the economy was different, but today it results in confusion regarding both the true costs and the true value of the VAC. A different approach is required for the coming thirty years. It is the job of the OCCA VAC Steering Committee (VAC SC) to develop a new approach. That is our Mission Statement in a nutshell.

There are three broad categories that cover the issues involved: VAC governance, finances, and building use.

THE Newport Visual Arts Center Steering Committee and its Role in VAC Governance

The VAC Steering Committee is currently comprised of nine members plus the OCCA Executive Director/VAC Manager (and/or a member of the OCCA Board of Directors). Five members are the heads of VAC committees established during a series of community meetings held during the winter of 2013/14. The committees are Business, Building Maintenance, Fundraising and Marketing, and Educational Programming. There is one representative each from YAA and CAG. In addition, there are two 'at-large' members. The SC Chair is also a member of the OCCA Board with focus on the VAC rather than the broader OCCA. A representative of the City of Newport would be a welcome addition to the Steering Committee. Currently, City Manager Spencer Nebel is the committee's contact person with the City. Working with Mr. Nebel has been constructive and enjoyable. He has considerably enlightened the process. Similarly, OCCA has been a true partner, facilitating excellent and productive community meetings.

The composition of the first (and current) SC was, by and large, an outcome of the community meetings. As membership inevitably changes, it will need to be determined how committee members will be selected.

The role of the VAC Steering Committee is to be the clearing house for 'all-things-VAC' information. There should be nothing that happens at the VAC that is unknown to the committee. This includes financial expenditures. It is only from a complete and ongoing aggregation of information that both comprehensive programming and a maintenance schedule can be developed and sustained. It is our expectation to publish a VAC Update once a month (at least for the foreseeable future.) After being reviewed by OCCA (in its capacity as VAC management) the update reports will be distributed to the City, YAA, CAG, and any other interested parties, to be determined. Over the course of the coming year, VAC operations, along with all costs, revenues, and determined future needs should come into sharp focus and we will be able to draw a map forward. It will be a transparent and evolving work-in-progress.

The tasks confronting the VAC SC are challenging. On a shoestring subsidy from the City, we need to plan for and help raise funds for needed building maintenance and upgrades. Although maintenance of a building that is constantly exposed to the harshest of weather is first and foremost, we recognize that it is also vital to upgrade the building's features and amenities to make it competitive with other facilities of its kind in Oregon and beyond. The economic return on these kinds of investments will be multi-fold. To fail to implement them will all but guarantee the loss of the VAC's potential.

The first step toward achieving our goals involves information gathering. There are a number of fundamental questions that must be answered before we can proceed. The remainder of this report lays out those questions along with some underpinning assumptions about the role and goals of the Newport Visual Arts Center Steering Committee.

Who reports to whom and what does the building cost? These seemingly unrelated questions are in fact very much related. A great deal of the aforementioned tradition at the VAC has involved a very informal way of getting things done. Old hands in the building "just know" the procedure for maintenance calls to the City or when it is easier to do it themselves. Volunteers often do not handle routine maintenance but receive no financial credit. When a city maintenance worker fixes something, the costs are not formally tracked.

The Steering Committee has no historical data to estimate future costs. A related issue is that there are no formal guidelines for accomplishing infrastructure changes. When we tried to find out how much the current roof cost, we were told our questions were inappropriate. No one seems to know the status of labor and materials guarantees for recent renovations. The Steering Committee will be able to provide much needed accountability once it begins collating all the information pertaining to VAC work and activities. To do this effectively we will need to work with the City to develop a chain-of-command protocol that establishes our authority to gather and process data and then use this information to present informed recommendations to all interested parties. It is still to be determined

what weight our recommendations are expected to have along with the hierarchy of decision making regarding those recommendations.

Financial Expectations

When it comes right down to it, the “VAC Problem” last fall was about money. An aging arts building was seen as an unnecessary expense. Community outcry over the idea of selling the VAC put down the notion that the building and its activities are expendable. Fortunately, the City Council has committed to the VAC in its current location for the foreseeable future. Unfortunately, the financial challenges remain. It is the sincerely held belief of the VAC SC that the challenges can be met. To do this, all interested parties must be in agreement on both definitions and expectations.

The questions involved can be summarized in a few key points.

1) **What is the definition of “50%”?** Recommendation #7 of RESOLUTION 3650, presented on March 3, 2014, states that “the goal is to realize a 50% shift in support from the City of Newport to the visual arts community over a period of 5 years.” Today, after two months working as a Steering Committee, the issues involved are both clearer and more confused. There is no current complete financial picture for the VAC, especially what it actually costs the City, confounded further by the balancing economic value it returns to the City.

The VAC has been operating on a fraying shoestring for years. It has been able to do this because of heroic in-kind donations from many individuals and organizations. CAG has completely landscaped the grounds resulting in enhanced appeal for the entire Nye Beach area. YAA constantly works on the building and has donated much of equipment used by other renters. These donations of time and materials have not been tracked or credited, yet they have helped immeasurably secure the very real value of City property and enhanced the City’s reputation as a good neighbor in the Nye Beach business community.

A primary issue seems to be the unknown – yet inevitable – large capital costs for maintenance on a building no longer new in any sense of the word. The facility suffers from both deferred maintenance issues and a woefully dated interior. In a word, it is shabby. It cannot be marketed to high-end renters in the way that it could if it were spiffed up and modernized.

Rather than set a goal of a predetermined amount of money raised once a year, the VAC SC would like to suggest that we can most easily raise money for building maintenance (in the forms of both immediate maintenance and a reserve fund for future large expenditures) and for increasing educational programming at the VAC. There is opportunity for many more fee-based classes and workshops. This will greatly increase the revenue coming to the VAC.

These are not short term goals. Building upgrades will make marketing easier, which will in turn bring in more money, which will in turn finance more maintenance and upgrades. Much of the financial contribution will be in-kind donations.

The VAC SC requests guidance from the City about how to structure our financial goals. This includes guidelines for tracking in-kind donations and appraisal of value-added aspects, beginning with a baseline appraisal. In five years, the VAC will have a far greater real market value than it does today. This very tangible added value should be counted toward “financial support from the visual arts community.”

2) How do rental fees and assessments offset the City’s costs? Currently, this seems to be another unknown. Who receives what part of the money VAC rentals receive? Should all the money earned by the VAC stay within the VAC budget? If part of it goes to the City to offset expenses, is the VAC’s contribution to the City budget being adequately credited? What is the simplest and most straightforward way to handle this issue? Currently, the City sets the rental rates for the VAC. Has the City Council considered whether or not the rates are reasonable? Should OCCA VAC be empowered to control those rates? The same issue is involved with the

annual rent paid by YAA. The City and YAA control that fee. Is it time to discuss the history involved with setting the current low rate?

3) How are capital projects determined and implemented? Who is authorized to make physical changes? Is there a cost threshold to authority? When are inspections required? How are private funds and in-kind donations credited? The entire process of “working on the building” needs to be clearly spelled out. When everything is settled, the VAC SC will write ‘*VAC Guidelines*’, available both as a booklet and online.

Building Use

By now it should be clear that many, if not all, VAC issues are interrelated. This is why it is vital to establish a comprehensive set of answers and guidelines, understood and agreed upon by all involved parties. Many of the questions involving building use are questions already asked about governance and financial expectations. As OCCA and the VAC SC begin to increase building use, especially fee-based classes, how are the rental rates set? What portion of income goes to the City and what stays within the VAC budget. How is this tracked?

Finally, and straight to the heart of the matter, is the question:

What are the City’s values and use expectations for the VAC? Currently, the majority of classes held at the VAC are sponsored by YAA and free to participants. These classes could be deposed in favor of high-end rentals and primarily fee-based classes. That would likely “solve” the financial problem, but there is strong community consensus that this would be a highly undesirable outcome. If that direction were chosen, it is foreseeable that the VAC would lose community support and both in-kind and direct financial contributions. The City Council must wrestle with this issue and provide guidance to the VAC SC.

Thank you.

The Newport Visual Arts Center Steering Committee



OREGON COAST COUNCIL FOR THE ARTS

OCCA promotes and provides high-caliber arts experiences on the Oregon coast.

Report to the City Council of Newport, March 3, 2014

As required by:

RESOLUTION 3650: A RESOLUTION OF SUPPORT FOR THE VISUAL ARTS CENTER IN THE CITY OF NEWPORT

The OCCA conducted 5 community meetings to gather information, solicit ideas, formulate a plan of action, and prepare this report. Participation was wide based and averaged over 35 participants per meeting. Hundreds of hours of volunteer time has been lovingly donated to the process. This process has strengthened the resolve of the community to preserve and sustain the VAC. The process has also given the supporting community the opportunity to unite and organize in a way that has not occurred in the past, and this alone will strengthen the VAC and the community at large.

Sessions generally centered around these topics:

5 Sub-Committees worked on Objectives and Tasks

•Business Plan, Building Maintenance, Funding, Education, and Marketing

Developing an Action Plan (ATTACHED)

Forming a Steering Committee

Formulating the Report to the City Council

RECOMMENDATIONS:

Recommendations are ordered to create a step-by-step process of planning and agreements that may fulfill the Resolution and help secure the long-term viability of the Visual Arts Center within the City of Newport. The process of following these recommendations will require “negotiations” between the City and OCCA in order to achieve the desired levels of support from the City and the Community.

1. The City of Newport should continue to own the Visual Arts Center at its current location.
2. The City of Newport should continue to provide public moneys to support the management and operations of the VAC based on the statements adopted in Resolution 3650.
3. The OCCA should form a Visual Arts Center Steering Committee, which would take on an active role in managing, funding, and operations of the VAC.
4. The OCCA and VAC Steering Committee should establish a “Friends of the Visual Arts Center Foundation 501(c)(3), in order to establish long-term capital funding for maintenance and operations of the VAC.



OREGON COAST COUNCIL FOR THE ARTS

OCCA promotes and provides high-caliber arts experiences on the Oregon coast.

5. The OCCA, VAC Steering Committee, and City of Newport should conduct a building survey and create a maintenance schedule for the VAC that would include anticipated future needs, cost estimates, and a reserve fund.
6. The OCCA and VAC Steering Committee should formulate a budget and manage all funds related to the operations of the VAC beginning in Fiscal Year 2014-15.
7. The goal is to realize a 50% shift in support from the City of Newport to the visual arts community over a period of 5 years. Beginning with Fiscal Year 2014-15, an annual comprehensive financial and operational review of the VAC, in partnership with the City of Newport, should occur. Over the 5-year period, the VAC Steering Committee, the Friends of the Visual Arts Center Foundation, and the OCCA should establish a goal of creating additional support of up to 10% per year. The City of Newport should identify and separately account for all VAC related costs and revenue items in its annual budgets.
8. The OCCA should be the recipient of VAC rental fees and annual assessments beginning in Fiscal Year 2014-15.
9. The OCCA, and VAC Steering Committee, and Friends of the Visual Arts Center Foundation should maintain the working committees.
10. The OCCA, VAC Steering Committee, and Friends of the Visual Arts Center Foundation should work aggressively to expand usage of the building via program expansion and marketing.
11. The OCCA, VAC Steering Committee, Friends of the Visual Arts Center Foundation, and the City of Newport should continue the partnership in order to sustain and or expand the services and programs the VAC provides.
12. The OCCA, VAC Steering Committee, Friends of the Visual Arts Center Foundation, and the City of Newport should continue to encourage open communication, allowing for an open process that will encourage suggestions and support for this valuable asset to the community at large.
13. We strongly recommend The Arts be considered an important economic and enrichment element in the community by giving it representation in the committee structure of the City, such as the Destination Newport Committee, Economic Development, and Planning.

VAC Committee Title: **Business/Operations/Rental Rates**Overall Purpose: *Establish a financially sustainable business model & cost/profit center.*

BUSINESS PLAN COMMITTEE							
STEPS	TASK	ACTION ITEM	ACTION TAKEN	ACTION BY	COM- PLETED	CROSS GROUP	NOTES
1	Develop cost centers for entire building	Gather data from OCCA & City of Newport.	Developed cost centers	Bobby Flewellyn	1/16/2014		
		Get blueprint of building from City.	Blueprint obtained	Bobby Flewellyn	1/16/2014		
2	Identify what space is income producing and what is non-income producing.	Information from VAC analyzed	Analyzed space utilization: total building square footage = 4,907.36 (approx.)	Bobby Flewellyn & Carol Deslippe	1/16/2014	Education	To determine how space is used.
			Spaces that should produce revenue (with square footage & costs):	Bobby Flewellyn & Carol Deslippe			
			a) 1st floor gallery 1,761 sf; \$37,685				
			b) 2nd floor classroom 1,020 sf; \$21,868				
			c) 2nd floor kitchen 178 sf; \$3,809 + equip.				
			d) COVAS approx 72 sf; \$1,541				
			e) 3rd floor gallery 270 sf; \$5,788				
			f) 3rd floor studio 320 sf; \$6,848				
			g) 3rd floor kitchen 88,16 sf; \$1,886 + equip.				
			h) mud room 303.2 sf; \$6,488 + equipment				
3	Identify income-producing space downtime	Information from VAC analyzed	2nd floor classroom— at least 60% down-time	Bobby Flewellyn & Carol Deslippe	1/16/2014	Education	
			2d floor storage/darkroom—280 sq ft.-100% downtime; \$5,992	Bobby Flewellyn & Carol Deslippe			
			3rd floor studio; 90% downtime—\$6,848				
4	Identify cost per square foot	Identified	\$21.40 per square foot (approx.)	Bobby Flewellyn	1/28/2014	Education, Funding	
5	Revenue generated per sq ft		\$4.69 per square foot	Bobby Flewellyn	1/28/2014	Education, Funding	
6	Revenue needed per square foot		\$21.40 per square foot (approx.)	Bobby Flewellyn	1/28/2014	Education, Funding	
7	Identify total costs	Data gathered from City, OCCA & VAC	\$105,403	Bus. Plan Committee		All groups	
	a) Moneys from the City		\$98,516	Bus. Plan Committee			
	b) Moneys from OCCA		\$6,887				\$2,000 additional in 2013
	Total costs for VAC		\$105,403				

VAC Committee Title: **Business/Operations/Rental Rates**

Overall Purpose: *Establish a financially sustainable business model & cost/profit center.*

	c) Cost-cutting review (e.g., phones, website, maintenance, receptions, advertising).						
	d) Separate out budget items not relevant to the VAC.	Cleaning of public restrooms and cleaning of east exterior stairway	Task completed	Bus. Plan Committee	1/31/2014		
	e) Cost-cutting review (e.g., phones, website, maintenance, receptions, advertising).			Bus. Plan Committee			
8	Identify tasks that can be accomplished the 1st year	1. Establish VAC Steering Committee and Foundation		All Committees	3/3/2014		
		2. Identify VAC Budget	VAC Budget identified	Bus. Plan Committee	2/15/2014		
		3. Further utilization of the following:		Bus. Plan Committee			
		a) 3rd floor meeting room	Turn 90% downtime to 100% utilization	Bus. Plan Committee	2014-2015	Education	Possible gift/gallery shop
		b) 2nd floor storage room	Turn 100% downtime to 100% utilization	Bus. Plan Committee	2014-15	Education	Possible meeting/class room
		c) 2nd floor classroom	Turn 60% downtime to 100% utilization	Bus. Plan Committee	2014-15	Education	
		d) Darkroom	Turn 100% downtime to 100% utilization	Bus. Plan Committee	2014-15	Education	Possible take-down
		e) Mud Room	Unknown	Itemized by 2014-15		YAA	
		4. Create Policies & Procedures Manual.	Suggested Table of Contents by Business Plan Committee	Steering Committee	2014-15	Business	
		5. Evaluate rental rates	Raise rental rates 10% across the board the first year	Bus. Plan Committee	2014-15		
10	Identify time usage for better revenue schedule	At least 11 - 12 exhibits a year in Runyan Gallery				Education	During the last year there have been 4 two-month exhibits and 4 one-month exhibits in the Runyan
11	Identify prime time for producing revenue	Fridays, Saturdays & Sundays = prime time; conduct at least one workshop the first year.					Workshops can be scheduled a year in advance.
12	Consider dual functions for all levels of VAC and refurbish as necessary	1st floor gallery: paint and new floor; 2nd floor storage: remove darkroom partitions and install sheetrock; 3rd floor: paint and clean, replace window blinds, remove settee, marking board and place in 2nd floor storage.	2014-15				
				Maintenance & Funding		Education	

VAC Committee Title: **Business/Operations/Rental Rates**

Overall Purpose: *Establish a financially sustainable business model & cost/profit center.*

13	Develop five-year plan	Establish 5-year goals for large ticket items	\$10,000 annually for 5 years in reserve account.	Steering Committee			\$50,00 in reserve fund by the end of 5 years.
14	Set goal for 1st year income					Education, Funding	
15	Identify new expenditures for 1st year	See #12 plus obtain credit card machine; clean every square foot of building, repaint where needed; revamp 2nd floor storage/darkroom; update interior of building; install hard flooring in Runyan for dual functionality; Install glass door at front of building; paint all gallery walls white.				All groups	
Committee Members:							
	Bobby Flewellyn (leader)	bflwellyn@actionnet.net	541-563-8548				
	Carol Deslippe	carol.deslippe@gmail.com	541-265-2624				
	Terry Brady	terebrady@aol.com	541-265-2818				
	Penny Eaton	penny@casco.net	541-574-8585				
	Maja Lichtenfeld	maxilichtenfeld@yahoo.com	310-431-5394				
	Kay Moxness	kaymox@charter.net	541-574-1929				

VAC Committee Title: Education/Programming

Priority	Task	First Steps / How?	By Whom?	By When?	Cross Group?	Notes
	Committee Members:					
	Denise Ross	denise@dwrphotos.com	541-867-3299			
	Sylvia Hosie	sahosie@gmail.com	541-336-2124			
	Charlotte Carter	charcarter2004@yahoo.com	541-674-4397			
	Barb Burgess	iambarb@gmail.com				
	Cynthia Jacobi	cjacobi@charter.net	541-574-6617			
	Jorge Hernandez	centrodeayuda@newportnet.com	541-265-4783			
	Kim Tran	trantkc@yahoo.com				
	Nancy Jane Reid	pnjreid@newportnet.com	541-265-7839			
	Ellen Hertel	ellenhertel@yahoo.com	720-273-8262			
	Jodie Gemmato	jodiegem@gmail.com				

VAC Committee Title: Funding						
Overall Purpose: To identify areas for fundraising options in the public, private, corporate, non-profit, in-kind donations sectors.						
Priority	Task	First Steps/How?	By Whom	By When?	Cross Group	Notes
	1. Seek a person to coordinate fund raising efforts	Create a VAC Foundation. Apply for IRS certification as a charitable foundation.	VAC Steering Committee, Funding SubComm.	Last half 2014		Purpose of the Foundation would be to support a full range of ways for individual, corporate, and small businesses to contribute to a funding base for the implementation and growth and implementing VAC programs.
	2. Explore grant funding in Private, Public, and Corporate Sectors	Create a VAC Foundation. See above.	VAC Steering Committee, Funding SubComm.	Last half 2015		1. Incorporate with State of Oregon 2. Apply to IRS for charitable organization status. Establish grant, donations, etc. accounting procedures.
	3. Create annual fundraisers to Support the VAC	a. Art Auctions Group Art Shows in VAC of donated art Book sale, proceeds to VAC d. Annual Fundraiser like Oyster Cloyster, involve local community (restaurants, artists, open mic etc)	b. CAG? Marketing, Education, Business Plan			Meditation Workshop by Rennie Maguire, March 24, 2013 Further details coming, Riva Beside Me fundraiser details to come Book Sales by CAG? Annual Courses for pay cont'd in Note (1)
	4. Increase usage revenue	a. More workshops b. Retreats c. Room Rental usage	CAG? Marketing, Education, Business Plan		Education	Kickstarter funding for Classes and projects.
		(1) Cindy Jacobi Photo Transfer Class, proceeds to VAC, Feb. 23, 2014 Watercolor Society of Oregon Apr 2015				
Combine items 5 and 9	5. Establish a form for ongoing donations to the VAC Building Fund					Quarter of 8-1/2 X 11 sheet, form to accept donations dedicated to VAC Building Fund. Intended for short-term use.
	6. Community Art Project example:	complete	Cheri Aldrich and Sarah Gayle	When ready		
	7. Evaluate Rental Room fees with possible increases in mind to increase revenue		Business Plan and Operations			
	8. Install a credit card machine in the VAC lobby.	At VAC Desk. Review with bank (?) for feasibility, mechanics of installation	OCCA			Existing credit card machine in PAC suggests bank to talk to first. ATM or just card reader to be determined

	9. Improve signage, structure and placement of VAC Donations box to increase donations for those attending shows.	New, improved, attractive donations box in VAC lobby	Eleta Kennison	CAG Meeting Feb 19		
	10. Establish plans for endowment funds from trusts, wills, etc, made directly to VAC	Create a VAC Foundation. Combine with Items 1 and 2				
	11. Encourage membership in OCCA to increase the membership base.	Brochures (Tri-fold) and business cards for spotting in public places	Marketing			
Committee Members						
	Cheri Aldrich	cherisgalleryl@earthlink.com	541-265-5456			
	Doris Davis	ddavis35@msn.com				
	Gloria Zirges	macz@casco.net.org	541-867-78923			
	Eleta Kennison	kennison@actionnet.net	541-265-9070			
	Patli & Chuck Littlehales	patchuck@charter.net	541-265-7943			
	Gary Lahman	glahman@charter.net	541-961-5227			
	Clint Ayer	klclayer@yahoo.com	541-765-2687			

Supplemental Notes
Note (1)

Medication Workshop by Rennie Maguire week of March 24, 2014. Further details to come. Riva Beside Me Reading Fundraiser details to come. Book Sales, annual. Courses for pay eg Cindy Jacobi Transfer Classes, proceeds donated to VAC, Feb 19, 23, 2014

VAC Committee Title: **Marketing/Political Action/Economic Impact/Location/Community Center**

Overall Purpose: *Community awareness is our main goal - in the arts community & in the city, county, state & coast.*

Priority	Task	First Steps / How?	By Whom?	By When?	Cross Group?	Notes
	Web Site	Work on Web Site along the lines of www.huinoeau.com as a stand alone web site and then work on linking it to the rest of the Newport Arts Network	Mike/Kristi	1-Apr	all	
	Marketing	Website/Social Media - Web Presence: Evaluate web presence for VAC specifically & OCCA in general to see how readily available access to info on events, rentals, is to the general public through internet, smart phones, etc.	kristi	1-Mar	all	As a person, how easy is it to: 1. Find out about events at the VAC. 2. Know that there is rental space available and how to rent it, rates/availability, etc. 3. Links to Chamber, hotels, Travel Oregon, Discover Newport, Oregon Arts Comission, Oregon Sociaety of Artists.
	Chamber	work with Chamber on cross promotions	Mike meet with Lorna	1-Mar	all	
	Brochures	Availability of brochures available in hotels, Chamber, for mailing? Directed at tourists & locals. The local one emphasizing the rental availability. Update Rates?	Kristi and Fredrik design brocures	1-Apr		
	PR - Newspapers/Radio	Develop Articles for NewsTimes and OCT with Arts Focus on VAC and OCCA in general - Try to develop monthly column - content ready	Mike	ongoing		
	Facebook	If we are not there, can we be, should we be - links to artists facebook. Develop and keep fresh Page - who will be responsible for upkeep and maint.	Kristi	ongoing		
	Scheduling for classes/building	Work with Ruth to create an accurate and accessible schedule for the building to facilitate scheduling classes, workshops and events	Mike/Ruth	24-Mar	all	
	Name Change	Explore a change in the name to reflect the broader appeal of the space "Visual arts and Event Center". Boost the idea of a Community center for all of Newport, not just painters.	refer to OCCA Board and Steering Comm			This is already a reality w/Writers on the Edge, and the many other uses of the space currently - Continuing Education, Rental Opportunities.
	Mailing List	Build and maintain a mailing list (snail and email) of visitors, interested people and general public. Make a card that visitors can use to sign up	mike	ongoing		
	Outdoor Art - Building Identification	To give the building a unique identity that draws people in and lets them know that it is an arts center. Open Call to Arts community to propse art for building	ongoing			Outdoor mosaics, art, sculpture all visible outside the building especially from the Ny Beach turnaround. Who - Local Artists.

VAC Committee Title: **Marketing/Political Action/Economic Impact/Location/Community Center**

Overall Purpose: *Community awareness is our main goal - in the arts community & in the city, county, state & coast.*

Priority	Task	First Steps / How?	By Whom?	By When?	Cross Group?	Notes
	Political Action	<p><u>Short Term:</u> Coordinated letters to the editor leading up to 3/3 City Council meeting. Continued presence at City Council Meetings prior to 3/3. Involve/recruit Nye Beach Merchants Assoc/Chamber/Tourism Board.</p> <p><u>Long Term:</u> Political awareness of Council actions at OCCA level (committee?). Encourage, recruit & support arts community candidates for council positions (Political Action Committee). Create awareness of the cultural & economic benefits of arts for the city, coast and the state.</p>	Short - Letters to editor			
	Committee Members:					
	Mike Kloeck	mjkloeck01@aol.com	541-270-6811			
	Kristi Ryder	kryder@mac.com	541-264-8098			
	Lynn Bishop	bishoplynn50@gmail.com				
	Fredric Wiebe	fredricW5@yahoo.com				
	Lin Shubert	lbshubert@aol.com				

VAC Committee Title: Building Maintenance/Parking/Landscaping

Overall Purpose: Establish a 5 year budget to operate the VAC w/special consideration of possible cost savings through volunteer work.

VAC Building Maintenance Committee			
Goal	Identify all relevant systems of the VAC that might need major repair or renewal. Estimate the average cost per year to cover major repairs and renewal Propose a budget for respective reserves p.a.		
Premises	Since major repairs and the need for renewal of systems are unpredictable the suggested reserves p.a. represent an average based on past experience and estimated life expectancy of systems. The suggested reserves p.a. do not include projects of modernization at the time of repairs or renewals Projects of partial addition/new rooms/extensions are not included, they should be subject to separate cost/benefit analysis. A price/cost index of annually 3% has been assumed in the calculation. Smaller repairs and as can be carried out by the city maintenance department are not included.		
Systems			cost p.a. reserve
Roof	renewed 2009, lifespan 20 yrs, replacement 12000 partial repairs every 3 yrs/ storm damage etc.		600 150
Siding	renewed 2011, lifespan 20 yrs, replacement 30000 repairs needed within 3 yrs, bad installation		1500 200
Painting	painted is needed after siding repair, lifespan 6 years replacement 10000		1700
Windows/ Doors	1/2 replaced in 2013, lifespan 10 yrs, partial replacement replacement 6500		600
Flooring	partial replacement per floor, quality dependent		?
Elevator	repair 2014, replacement/lifespan/repairs ?		?
Electrical	partial repairs only, no system renewal		300
Plumbing	partial repairs only, no system renewal		300
Furnace	1 of 3 furnaces repaired in 2014		?

VAC Committee Title: Building Maintenance/Parking/Landscaping

Overall Purpose: Establish a 5 year budget to operate the VAC w/special consideration of possible cost savings through volunteer work.

Reserve	suggested yearly reserves p.a.						5350				
	this should help to most of necessary replacements and repair could be covered in the long run. As it is unpredictable how many failures occur at the same time, bottlenecks can occur. However, not all systems have to be repaired/replaced immediately, like flooring, painting, windows, doors										
timeline	2014		100%				5350				
	2015		103%				5510				
	2016						5680				
	2017						5850				
	etc										
Note	All data and suggestions are estimates. As Newport City has planned to have all properties professionally inspected further verification would be available.										

VAC Building Systems Maintenance								
	SYSTEM/TASK	SCOPE OF WORK	LIFETIME	REQUIREMENTS	FREQUENCY	BY/WITH WHOM	COST	NOTES
1	OCCA/City partnership	Maintain open communication re bldg		reg meetings/consultaton	as necessary	Johnston,Siller, others		
2	Inspections	OCCA BldgCommittee member on team			annual			
3	cleaning	All surfaces, interior & exterior		Associated Cleaning Services	now and annually	Associated Cleaning Service	\$4,750	Clerestory windows @ entry need attention
4	Roof	renewed 2009, smaller repair 2013	20 years	inspect/verify	annually	WeatherGuard Inc did repair	\$9.46/s.f.	based on PAC roof cost/no specific info available
		no venting found		verify/roof venting per code reqs	one time	contractor	inspect / estimate	
		shells from seagulls clog gutters		clear shells	monthly	volunteers		
5	Windows & Doors	partly replaced 2nd floor 2013		clean/monitor	monthly	contractor	\$350/wind ow	
				repair/replace as nec.			\$3200 for 12	
6	Doors	Maintain in working order		inspect locks, etc.	annually	volunteers		
		weatherproof ext doors as nec			annually	contract		
7	Siding	renewed 2011, hardieplank	30 years	needs tuning up		contractor	\$26,584	Hardieplank - fiber cement; incorrectly installed
				caulk & paint	now and as needed			possible replace at north side
8	Painting ,ext.	not done with siding replacement	now & @6 yr	inspect for integrity	now & semiannually	contractor	\$10,000	recaulking/painting needed soon
9	Flooring	recommend replace carpeting in Runyan, stairs, 2nd floor		evaluate options	now/depends on system	contractor	get estimates	carpets are in bad condition linioleum preferred
10	Electrical	city to maintain		as needed				
		add GFIs @ kitchen/bath areas as req		per code	one time			
		rewire 3rd floor		assess needs/locations	one time			
		Light Bulbs		toward low intensity discharge		Platt & Oregon Quality Lighting	est \$500	\$267 in 2013, \$324.85 to date in 2014
11	Lighting	evaluate needs		suggest supplemental in 2nd floor room				more flexible lighting for mtg spaces
		utilize energy saving lighting		fixtures/bulbs, etc.	evaluate needs	professional		
12	Plumbing	replacement/repairs as needed		forever				leaks at outle/copper
13	Site Drainage	City responsibility						
14	Elevator	repair 2014		Elevator company	annual inspection	professional	\$45,381	

	SYSTEM/TASK	SCOPE OF WORK	LIFETIME	REQUIREMENTS	FREQUENCY	BY/WITH WHOM	COST	NOTES
15	HVAC	repair 2014 - 1 of 3 furnaces	?	maintain/repair as nec.	cityannual inspection mtg	Groth Gates/one-time repair	\$1,351	1 furnace 3rd floor needs replacement
		Annual Maintenance Agreement					\$571	
		Annual Inspection					\$376	
		Scheduled Service					\$194	
		Replace Thermostat					\$180	
16	Utilities	City pays water/sewer						
		Electricity annual				Central Lincoln PUD	\$4,400	
		propane annual				NW Natural	\$1,665	
		garbage annual				Thompsons Sanitary	\$1,400	glass in recycle raises rates. Post signage
17	Internet	evaluate exist system		consider upgrades as nec				
18	Alarm system/Telephone	hard-wired, 30 yrs old		upgrade as nec		Century Link	\$1,000	
	Long Distance AlarmSystem	smoke/fire?				Ace Alarms		
		annual Alarm monitoring				Ace Alarms	\$360	
		alarm work Sept 2013				Ace Alarms	\$445	
		replace smoke detectors				Ace Alarms	\$358	
		fire inspection				Ace Alarms	\$85	
19	proposed reconfigure	a) 3rd floor mtg room to gift shop		design/build/psint	one time/asap	Atty/contractor	contractor	priority for revenue generating
		b) 3rd floor kitchen/storage		design/build	one time/asap	Atty/contractor	bid	priority for revenue generating
		c) 2nd floor dkrm/storage reconfigure		design/build	one time/asap	Atty/contractor	contractor	priority for revenue generating
		d) 2nd floor bathrooms		add toilet stalls	future consideration	Atty/contractor	bid	upgrade as nec for ADA
		2nd floor bathrooms		move sinks & add more	future consideration	Atty/contractor		cap improvements campaign
		e) lift from 2nd to 3rd floors		design/build	future consideration	Atty/contrator	bid	ADA requirements/cap imp campaign
		f) glass vestibule at Runyan gall level						Weather protection



Agenda Item # VI.B
Meeting Date June 2, 2014

CITY COUNCIL AGENDA ITEM SUMMARY

City of Newport, Oregon

Issue/Agenda Title Termination of Settlement Agreement relating to the 2007 Annexation of 102.23 acres in South Beach

Prepared By: Derrick Tokos Dept Head Approval: DT City Mgr Approval:

ISSUE BEFORE THE COUNCIL: Consideration of whether or not it is in the public interest for the City to agree to terminate a Settlement Agreement that was put in place to address Oregon Department of Transportation (ODOT) concerns that the annexation of 102.23 acres in South Beach did not comply with the Transportation Planning Rule (TPR). Among other things, the Agreement imposes a “trip cap” of 180 peak hour vehicle trips that can be attributed to new development at the intersection of US 101 and SE 40th Street. The conditions that led to the adoption of the Settlement Agreement have been resolved. At its February 3, 2014 meeting, the City Council adopted Ordinance No. 2062, which repealed equivalent limitations that the City had imposed when annexing the property, clearing the way for this action.

STAFF RECOMMENDATION: Staff recommends the City Council authorize the Mayor to sign documents necessary to terminate the settlement agreement.

PROPOSED MOTION: I move that the Council authorize the Mayor to sign the necessary documentation to facilitate termination of the 2007 Settlement Agreement relating to the annexation of 102.23 acres of land in South Beach that was approved with Ordinance No. 1922.

KEY FACTS AND INFORMATION SUMMARY: On June 18, 2007, the Newport City Council adopted Ordinance No. 1922, an ordinance providing for the annexation and zoning of 102.23 acres of property in South Beach. The annexed property included a site for the Oregon Coast Community College, which has since been developed, along with Phase 1 of the “Wilder” planned development, then owned by Emery Investments, Inc. and Landwaves, Inc., and a vacant industrial property owned by GVR Investments. The Oregon Department of Transportation (ODOT) appealed the City of Newport’s decision arguing that it did not comply with Oregon’s Transportation Planning Rule (TPR), which is codified in Chapter 660, Division 12 of the Oregon Administrative Rules.

To resolve the appeal, the affected parties entered into a Settlement Agreement, which required that certain improvements be made to the transportation system, including upgrades to the intersection of SE 40th Street and US 101. Further, the Agreement imposed a limitation (“trip cap”) of 180 peak hour vehicle trips attributed to new development at this improved intersection. On August 6, 2007 the Newport City Council adopted Ordinance No. 1931, amending Ordinance No. 1922 to incorporate operable provisions of the Settlement Agreement, including supplemental findings to establish that the 180 peak hour vehicle trip cap and associated improvements to the intersection of SE 40th Street and US 101 complied with the TPR.

After the Settlement Agreement was signed, and Ordinance No. 1931 was adopted, the City worked with its community partners to identify a series of transportation projects to improve traffic flow and mobility in South Beach, extended the duration of the South Beach Urban Renewal Plan to create a funding source for the projects, and updated its Transportation System Plan to include policies and implementation strategies for moving ahead with the projects

(Ordinance No. 2045). Lincoln County adopted complimentary changes to its Transportation System Plan (Ordinance No. 470) and the State of Oregon agreed to allow more congestion on US 101 in South Beach than it would normally allow by putting in place alternative mobility targets (12/18/13 Amendment to the Oregon Highway Plan). In sum, these changes eliminate the concerns that led to the adoption of the Settlement Agreement.

On February 3, 2014 the City Council adopted Ordinance No. 2062, repealing language contained in Ordinance No. 1931 that mirrored the Settlement Agreement. That action cleared the way for termination of the Settlement Agreement and elimination of the trip cap.

OTHER ALTERNATIVES CONSIDERED: None.

CITY COUNCIL GOALS: Completing the Transportation System Plan amendments was a prior Council goal.

ATTACHMENT LIST:

- Draft “Termination of Settlement Agreement” document
- Ordinance No. 2062
- 2007 Settlement Agreement

FISCAL NOTES: There are no direct fiscal impacts associated with this agenda item.

**TERMINATION OF SETTLEMENT AGREEMENT
CITY OF NEWPORT ANNEXATION AND ZONE CHANGE FOR SOUTH BEACH
NEIGHBORHOOD ORDINANCE NO. 1922, FILE NO. 1-AX-07/2-Z-07**

DATED: June ___, 2014 (“Effective Date”)

BETWEEN: CITY OF NEWPORT (“City”)

AND: THE STATE OF OREGON, by and through the OREGON DEPARTMENT OF
TRANSPORTATION (“ODOT”)

AND: EMERY INVESTMENTS, INC., an Oregon Corporation (“EI”)
LANDWAVES, INC., an Oregon Corporation (“LW”)

AND: GARY TYRON, VERNON TYRON, ROBERT TYRON, individually and doing
business as GVR INVESTMENTS (“GVR”)

AND: OREGON COAST COMMUNITY COLLEGE DISTRICT (“OCCC”)

RECITALS

A. The parties entered into the Settlement Agreement City of Newport Annexation and Zone Change for South Beach Neighborhood Ordinance No. 1922, File No. 1-AX-07/2-Z-07 on August 6, 2007 (the “Agreement”), which is attached as Exhibit 1, to address ODOT’s concerns that the annexation and rezoning of approximately 102 acres (the “Annexation Territory”) into the City by City Ordinance No. 1922 (“Ordinance 1922”) did not comply with the Transportation Planning Rule (the “TPR”). Ordinance 1922 is attached as Exhibit 2.

B. All capitalized terms used and not otherwise defined in this Termination (defined below), but defined in the Agreement, shall have the meaning set forth in the Agreement.

C. The Agreement included conditions and obligations on the parties, such as limitations on the intensity of development within the Annexation Territory and required transportation planning and improvements, which were imposed not only by the Agreement, but were also incorporated into City Ordinance No. 1931 (“Ordinance 1931”), which amended Ordinance 1922. Ordinance 1931 is attached as Exhibit 3.

D. Following the Agreement and Ordinance 1931, the parties have undertaken several transportation planning efforts and constructed transportation system improvements, which are collectively referred to herein as the “Transportation Mitigation Measures,” including:

- 1.** The 40th Street Improvements have been constructed and are operating, and the related Approach Road Permit has been issued by ODOT.
- 2.** The Ash Street Construction has been completed and is operating.
- 3.** The Ferry Slip Road and Highway 101 intersection has not yet been closed (the “Ferry Slip Road Closure”). The Ferry Slip Road Closure has been approved by ODOT as

part of the 2015-2018 Statewide Transportation Improvement Program, and closure is anticipated by approximately 2020.

4. ODOT, City and Lincoln County have worked together to develop alternative mobility targets for the Oregon Coast Highway (US 101) in the vicinity of the Annexation Territory (the “Alternative Mobility Targets”). The Alternative Mobility Targets have been implemented by the following actions:

a. ODOT’s Oregon Transportation Commission (“OTC”) adopted the Alternative Mobility Targets as an amendment to the Oregon Highway Plan on December 18, 2013 (the “OHP Amendment”). No appeal of the OHP Amendment was filed, and it became effective on December 18, 2013.

b. City’s adoption of City Ordinance No. 2045, which amended the City’s comprehensive plan and implementing ordinances in support of and reliance upon the OHP Amendment.

c. Lincoln County’s adoption of County Ordinance 470, which amended the County’s comprehensive plan and implementing ordinances in support of and reliance upon the OHP Amendment.

E. The Transportation Mitigation Measures satisfied conditions 3(B), 3(C) and 3(D) of Ordinance 1922, as amended by Ordinance 1931. As a result, on February 3, 2014 City adopted Ordinance No. 2062 (“Ordinance 2062”), which is attached as Exhibit 4. Ordinance 2062 amends and repeals unnecessary conditions from Ordinance 1922, as amended by Ordinance 1931, including:

a. Repeals Sections 3(B), 3(C) and 3(D) of Ordinance 1922, as amended by Ordinance 1931.

b. Retains Sections 3(E) and 3(F) of Ordinance 1922, as amended by Ordinance 1931, in order to ensure completion of the Ferry Slip Closure.

F. Ordinance 2062 was not appealed, and became effective on March 3, 2014. Ordinance 1922, Ordinance 1931 and Ordinance 2062 are collectively referred to herein as the “Annexation Approval.”

G. The parties agree that the adoption of the OHP Amendment, the Transportation Mitigation Measures and remaining conditions in the Annexation Approval are adequate to demonstrate that the Annexation Approval complies with the TPR, so the limitations and obligations in the Agreement are no longer necessary. Accordingly, the parties desire to terminate the Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

SECTION 1. TERMINATION OF AGREEMENT

Upon the Effective Date, the entirety of the Agreement shall automatically terminate, is null and void and without further obligation of, or limitation upon, any of the parties whatsoever (this "Termination").

SECTION 2. GENERAL PROVISIONS

2.1 Time. Time is of the essence of this Termination.

2.2 Successors. The terms of this Termination shall be binding on and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

2.3 Severability. If any term or provision of this Termination shall to any extent be held invalid or unenforceable, the remainder of this Termination shall not be affected thereby, and each term or provision of this Termination shall be valid and enforceable to the fullest extent permitted by law.

2.4 Exhibits. All exhibits attached to this Termination are incorporated herein by this reference.

2.5 Recitals. All Recitals to the Agreement and this Termination are incorporated herein by this reference.

2.6 Complete Agreement. This Termination constitutes the complete agreement of the parties with respect to the subject matter of this Termination, except any contemporaneous written agreement between the parties relating to the same, and supersedes and replaces all prior oral and written agreements.

2.7 Counterparts. This Termination may be executed in counterparts, which when taken together shall constitute an original. This Termination may also be executed by signature transmitted by facsimile and conformed with an original signature thereafter.

IN WITNESS WHEREOF, the Parties have executed this Termination as of the day and year first above written.

CITY OF NEWPORT

**OREGON DEPARTMENT OF
TRANSPORTATION**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EMERY, INVESTMENTS, INC., an Oregon Corporation

By: _____
Name: _____
Title: _____

LANDWAVES, INC., an Oregon Corporation

By: _____
Name: _____
Title: _____

OREGON COAST COMMUNITY COLLEGE

By: _____
Name: _____
Title: _____

Gary Tryon

Vernon Tryon

Robert Tryon

Individually and each doing business as **GVR INVESTMENTS**

CITY OF NEWPORT
ORDINANCE NO. 2062

**An Ordinance Amending Ordinance No. 1922, as amended by
Ordinance No. 1931,
Relating to the 2007 Annexation
of 102.23 acres in South Beach**

Summary of Findings:

- 1. On June 18, 2007 the Newport City Council adopted Ordinance No. 1922, an ordinance providing for the annexation and zoning of 102.23 acres of property in South Beach.**
- 2. Annexed property included a site for the Oregon Coast Community College, which has since been developed, along with Phase 1 of the "Wilder" planned development, then owned by Emery Investments, Inc. and Landwaves, Inc., and a vacant industrial property owned by GVR Investments.**
- 3. The Oregon Department of Transportation (ODOT) appealed the City of Newport's decision arguing that it did not comply with Oregon's Transportation Planning Rule (TPR), which is codified in Chapter 660, Division 12 of the Oregon Administrative Rules.**
- 4. Affected parties entered into a Settlement Agreement to resolve the appeal, which required that certain improvements be made to the transportation system, including upgrades to the intersection of SE 40th Street and US 101. Further, the Agreement imposed a limitation ("trip cap") of 180 peak hour vehicle trips attributed to new development at this improved intersection.**
- 5. On August 6, 2007 the Newport City Council adopted Ordinance No. 1931, amending Ordinance No. 1922 to incorporate operable provisions of the Settlement Agreement, including supplemental findings to establish that the 180 peak hour vehicle trip cap and associated improvements to the intersection of SE 40th Street and US 101 complied with the TPR.**
- 6. Section 3(B) of Ordinance No 1922, as amended, stipulated that improvements to the SE 40th Street and US 101 intersection were to be constructed and operating, under an approach road permit from ODOT, prior to issuance of occupancy permits within the annexed territory. An approach permit was issued by ODOT and the City and State have accepted the street improvements; therefore, the conditions imposed by Section 3(B) of Ordinance No. 1922, as amended, have been satisfied and are no longer needed.**

7. Section 3(C) of Ordinance No. 1922, as amended, prohibits the City from issuing building permits for land uses in the annexed territory that would generate more than 180 peak hour trips based upon a Saturday mid-day peak hour in August. While this limitation has not been exceeded to date, it has been replaced by recent changes to the City of Newport Transportation System Plan (Ordinance No. 2045); Lincoln County Transportation System Plan (Ordinance No. 470), and the State of Oregon Highway Plan. These changes put in place new, more flexible mobility targets for US 101; a plan and program for financing needed enhancements to the transportation system for the next 20-years; a trip budget program that allocates a total of 1,237 pm peak hour trips attributed to new development in the area within which the annexed territory is located; standards that outline when transportation improvements are required in conjunction with new development; and standards for when traffic impacts attributed to new development must be analyzed in detail. City Ordinance No. 2045, County Ordinance No. 470, and the amendment to the Oregon Highway Plan are supported by findings of compliance with the TPR.
8. Section 3(D) of Ordinance No. 1922, as amended, sets out parameters for when and how analysis is to be performed to establish compliance with the TPR in the event the annexed territory creates impacts in excess of 180 peak hour trips. As discussed above, in Finding No. 7, a new program has been adopted that no longer hinges upon the 180 peak hour trip threshold as the determining factor for when additional TPR analysis is required. The new program includes specific provisions that address when TPR compliance is required and how TPR compliance is to be achieved; therefore, the Section 3(D) trip limitation and associated procedures are no longer needed.
9. Consistent with Chapter 14.36.020.A of the Newport Municipal Code, the Newport City Council initiated the legislative process to carry out revisions contained within this Ordinance by motion at a meeting on December 16, 2013.
10. On January 14, 2014, the Newport Planning Commission held a public hearing to consider an amendment to Ordinance No. 1922, as amended, repealing Sections 3(B), 3(C), and 3(D), and voted to recommend adoption of the amendment.
11. On February 3, 2014, the Newport City Council held a public hearing regarding the question of the proposed amendment and voted in favor of its adoption after considering the recommendation of the Planning Commission and all evidence and argument in the record.
12. Information in the record, including affidavits of mailing and publication, demonstrate that appropriate public notification was provided for both the Planning Commission and City Council Hearings

THE CITY OF NEWPORT ORDAINS AS FOLLOWS:

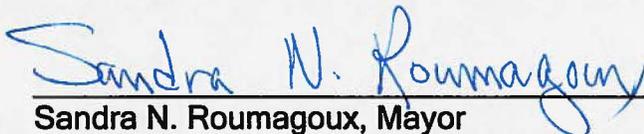
Section 1. The above findings, and those adopted in support of City of Newport Ordinance No. 2045, Lincoln County Ordinance No. 470 and the associated State Highway Plan Amendment are hereby adopted as support for this Ordinance.

Section 2. Sections 3(B), 3(C), and 3(D) of Ordinance No. 1922, as amended by Ordinance No. 1931, are hereby repealed.

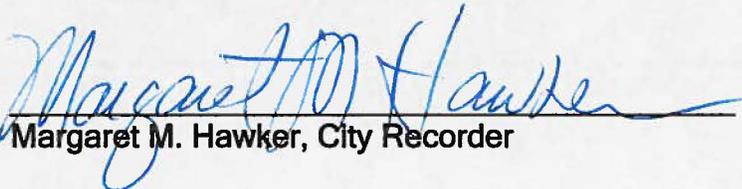
Section 3. This ordinance shall take effect 30 days after passage.

Adopted by the Newport City Council on February 3, 2014.

Signed by the Mayor on February 7, 2014.


Sandra N. Roumagoux, Mayor

ATTEST:


Margaret M. Hawker, City Recorder

Approved:


City Attorney

COPY

**SETTLEMENT AGREEMENT
CITY OF NEWPORT ANNEXATION AND ZONE CHANGE FOR SOUTH BEACH
NEIGHBORHOOD ORDINANCE NO. 1922, FILE NO. 1-AX-07/2-Z-07**

DATED: August 6, 2007

BETWEEN: CITY OF NEWPORT ("City")

AND: THE STATE OF OREGON, by and through the OREGON DEPARTMENT OF TRANSPORTATION ("ODOT")

AND: EMERY INVESTMENTS, INC., an Oregon corporation ("EI")
LANDWAVES, INC., an Oregon corporation ("LW")

AND: GVR INVESTMENTS, ("GVR")

AND: OREGON COAST COMMUNITY COLLEGE DISTRICT ("OCCC")

RECITALS:

- A. City annexed and rezoned approximately 102 acres of real property owned by EI and GVR by Ordinance No. 1922, File No. 1-AX-07/2-Z-07 ("Annexation Approval").
- B. The property involved in the Annexation Approval is adjacent to State Highway 101, a Highway under the jurisdiction and control of ODOT.
- C. The approximately 85 acres of real property owned by EI is legally described in Exhibit A ("EI Property"), and is expected to be developed with the first phase of the South Beach Neighborhood Plan, including OCCC's new campus, residential and commercial uses. Through the Annexation Approval, the EI Property was rezoned from Timber Conservation (Lincoln County zoning) to Public, Commercial, High Density Residential and Low Density Residential (City zoning).
- D. The approximately 16.5 acres of real property owned by GVR is legally described in Exhibit B ("GVR Property"). Development is not immediately planned for the GVR Property, although it may be used in the future for an industrial use such as a concrete batch plant. Through the Annexation Approval, the GVR Property was rezoned from Planned Industrial (Lincoln County zoning) to Industrial (I-3) (City zoning).
- E. The EI Property and GVR Property are collectively referred to as the "Annexation Territory."
- F. ODOT appealed the Annexation Approval to the Oregon Land Use Board of Appeals ("LUBA") because ODOT does not think that the Annexation Approval complies with Transportation Planning Rule ("TPR"). In particular, ODOT is concerned about the functioning of three intersections with Highway 101 including the proposed Highway 101/40th Street

intersection, the Highway 101/32nd Street intersection and the Highway 101/Ferry Slip Road intersection (collectively, the "Impacted Intersections").

G. As part of the development of the South Beach Neighborhood Plan, a loop road off of Highway 101 will be constructed, with an intersection at Highway 101 and 40th Street. At this time, no signal at the intersection of Highway 101 and 40th Street is warranted or authorized by ODOT for installation. The improvements to the intersection of Highway 101 and 40th Street that are needed to accommodate the traffic generated by the Annexation Territory include a southbound left turn lane on Highway 101, a northbound right turn lane on Highway 101 and a left turn lane from 40th Street to Highway 101 southbound ("40th Street Improvements"). An approach road permit for 40th Street at Highway 101 will be required by ODOT and may include other requirements of OAR Chapter 734, Division 51.

H. Ferry Slip Road currently has a stop-controlled intersection with Highway 101. By 2021, it is expected that the intersection of Highway 101 and Ferry Slip will be closed and Ash Street will be extended from Ferry Slip Road to 40th Street to accommodate some of the traffic from the closed Ferry Slip Road intersection ("Ash Street Construction").

I. City is currently updating its Transportation System Plan ("TSP") and intends to adopt a Capital Improvement Plan ("CIP"). The 40th Street Improvements and Ash Street Construction are expected to be included in the TSP and CIP. The TSP and CIP are expected to be adopted in 2008. The TSP is expected to consider the traffic impacts from the Annexation Territory under City zoning, in compliance with the TPR. The CIP will set out a funding mechanism to ensure that the Ash Street Construction will be provided by 2021.

J. The construction of OCCC's new campus is dependant upon a timely resolution of ODOT's appeal of the Annexation Approval.

K. The Parties desire to enter into a settlement agreement that will insure that the Annexation Approval will not have a significant effect on Highway 101, or that any effect is mitigated as required by OAR 660-012-0060.

L. City has withdrawn the Annexation Approval from LUBA under ORS 197.839(13)(b). City intends to reconsider the proposed annexation and rezoning of the Annexation Territory, and adopt a new ordinance that is supported by additional findings and conditions consistent with this Settlement Agreement that will replace the Annexation Approval ("Revised Annexation Approval").

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

SECTION 1. TRIP CAP CONDITION

1.1 The Parties agree that the Saturday mid-day peak hour in August is the peak hour ("peak hour") that shall be used to determine if the Impacted Intersections meet ODOT mobility standards.

1.2 The July 20, 2007 supplemental traffic impact analysis, attached as Exhibit C, analyzed how many peak hour trips could be generated by the Annexation Territory while maintaining compliance with ODOT's mobility standards for the Impacted Intersections.

(1.2.1) The supplemental traffic impact analysis demonstrates that 180 peak hour trips can be generated from the Annexation Territory and the Impacted Intersections will continue to operate within ODOT mobility standards through the build year of 2011, assuming (1) the 40th Street Improvements are constructed and (2) the Ash Street Construction has not occurred.

(1.2.2) The Parties agree that the Revised Annexation Approval will comply with the TPR if it includes the following conditions of approval:

- (a) The 40th Street Improvements shall be constructed and operating, with an approach road permit from ODOT, prior to issuance of occupancy permits for the Annexation Territory.
- (b) City shall not issue building permits for land uses in the Annexation Territory that would generate more than 180 peak hour trips, based upon the expected trip generation called for in the ITE Trip Generation Manual, 6th Edition.
- (c) Development of the Annexation Territory that creates impacts in excess of 180 peak hour trips may occur only after a demonstration of compliance with the TPR. TPR compliance can be demonstrated through the amendment of the TSP and CIP, or at the time of a land use application or building permit. To comply with OAR 660-012-0060 the City will treat any building permit application as a land use application subject to the procedures used for a Type II Conditional Use permit and for all land use applications and building permits, City will ensure that notice is provided to ODOT, that ODOT is allowed to participate in review of the development proposal and that the final City decision regarding the development proposal with respect to compliance with OAR 660-012-0060 can be appealed to LUBA if necessary. TPR compliance means the proposal complies with OAR 660-012-0060, and a demonstration that the proposed development would not cause the Impacted Intersection to fail to meet ODOT performance standards, taking into account any mitigation required as a condition of approval as well as any completed improvements and any projects on a Capital Improvements Project list that are planned for construction and funding within the planning horizon. City may impose conditions to insure that the performance standards are met and the TPR is complied with, but any improvements to the Impacted Intersections are subject to ODOT approval.
- (d) The Ferry Slip Road and Highway 101 intersection will be closed after Ash Street Construction is completed.

(1.2.3) The first phase of development of the EI Property is expected to generate 140 peak hour trips. An industrial use of the GVR Property is expected to generate less than 40 peak hour trips. EI, LW and GVR agree to enter into a separate agreement to allocate the peak hour trips allowed by the Trip Cap Condition.

SECTION 2. 40th STREET

2.1 EW, LW, GVR, OCCC and City are currently negotiating an agreement to allocate the costs of constructing the 40th Street Improvements. It is expected that LW will construct the 40th Street Improvements, utilizing real property dedicated by GVR and financial assistance from City and OCCC.

2.2 As explained in Recital I, the 40th Street Improvements are expected to be included in the TSP and CIP.

2.3 Access to OCCC's new campus is expected to rely upon the 40th Street Improvements. Accordingly, LW and GVR intend to apply for an Approach Road Permit to Highway 101 for 40th Street and the 40th Street Improvements prior to August 15, 2007 (the "Approach Road Permit").

2.4 ODOT agrees to process an Approach Road Permit application filed pursuant to OAR 734-051 *et seq.* immediately upon receipt of an application filed by Landwaves and/or GVR.

SECTION 3. ASH STREET CONSTRUCTION

As explained in Recitals H and I, the Ash Street Construction is expected to be included in the TSP and CIP, and is expected to be complete by 2021. Accordingly, the Parties agree that the completion of the Ash Street Construction is reasonably likely to be provided within the planning period, in compliance with the TPR. OAR 660-012-0060(4)(b)(E).

SECTION 4. REVISED ANNEXATION APPROVAL

4.1 As explained in Recital L, City intends to adopt the Revised Annexation Approval.

4.2 ODOT agrees to not appeal the Revised Annexation Approval if the decision includes:

(4.2.1) The conditions of approval described in Section 1.2.2.

(4.2.2) Findings that the Ash Street Construction is reasonably likely to be provided within the planning period, in compliance with the TPR (OAR 660-012-0060(4)(b)(E)), as provided in Section 3.

SECTION 5. GENERAL PROVISIONS

5.1 Time. Time is of the essence of this Agreement.

5.2 Successors. The terms of this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

5.3 Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.4 Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

5.5 Recitals. All Recitals to this Agreement are incorporated herein by this reference.

5.6 Complete Agreement. This Agreement constitutes the complete agreement of the parties with respect to the subject matter of this Agreement, except any contemporaneous written agreement between the parties relating to the same, and supersedes and replaces all prior oral and written agreements.

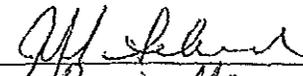
5.7 Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute an original. This Agreement may also be executed by signature transmitted by facsimile and conformed with an original signature thereafter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY: CITY OF NEWPORT

By: 
Title: Mayor

ODOT: OREGON DEPARTMENT OF
TRANSPORTATION

By: 
Title: Region Manager

Et: EMERY INVESTMENTS, INC., an Oregon corporation

By: [Signature]
Title: President

LW: LANDWAVES, INC., an Oregon corporation

By: [Signature]
Title: President

GVR: GVR INVESTMENTS

By: [Signature]
Title: James

OCCC: OREGON COAST COMMUNITY COLLEGE DISTRICT

By: [Signature]
Title: President

EXHIBIT A

LEGAL DESCRIPTION OF EMERY INVESTMENTS, INC. PROPERTY

Parcel I:

R364534 11-11-20-00-00100-00

The East one-half of the Northeast one-quarter of Section 20, Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon

Parcel II:

R481032 11-11-21-00-01300-00

R464454 11-11-21-00-00700-00

The South one-half of the Southeast quarter; the Northwest quarter; the North one-half of the Southwest quarter; the Southeast quarter of the Southwest quarter; and the Southwest quarter of the Southwest quarter. Section 21, Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, EXCEPT tract conveyed to Port of Newport by deed recorded in Book 100, Page 158, Deed Records.

Parcel III:

Parcel I

That portion of the Northwest quarter of the Northeast quarter of Section 20, Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at the intersection of the North line of said Section and the Easterly right of way line of the Oregon Coast Highway 101; thence East, on said North section line, to the Northeast corner of the Northwest quarter of the Northeast quarter; thence South, on the East line of the said Northwest quarter of the Northeast quarter 700.00 feet, more or less, to the Northeast corner of the tract conveyed to Jack Stocker et ux, by deed recorded February 10, 1961 in Book 214, Page 134, Deed Records; thence North 88 deg. 54' West 900.0 feet, more or less, to the Easterly right of way of the former U.S. Spruce Production Railroad right of way, described in deed to Henry J. Stocker et ux, recorded November 18, 1947 in Book 122, Page 89, Deed Records; thence Northerly, following the said Easterly right of way line to a point that is 30.0 feet from, when measured at right angles to, the North line of said Section; thence West 30.0 feet from and parallel to, said North line of said Section to the Easterly right of way line of the Oregon Coast Highway; thence Northerly along said Highway right of way line, to the point of beginning.

Parcel 2:

Commencing at the Southeast corner of Section 17, Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon; thence North 87 deg. 14' 17" West along the Southerly line of Section 17, a distance of 1353.62 feet to the true point of beginning; thence continuing along said section line, North 87 deg. 20' 22" West a distance of 83.75 feet; thence North 51 deg. 00' 00" East to the Easterly right of way of SE Chestnut Street a distance of 107.29 feet; thence South 00 deg. 13' 26" East along said Easterly right of way, a distance of 71.41 feet to the point of beginning.

Tax Parcel Number: R347233 and R509944 and R518998

EXHIBIT B

LEGAL DESCRIPTION OF GVR PROPERTY

Real property in the County of Lincoln, State of Oregon, described as follows:

PARCEL 1:

That portion of the Northwest quarter of the Northeast quarter of Section 20, Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at the intersection of the North line of said Section and the Easterly right of way line of the Oregon Coast Highway 101; thence East, on said North section line, to the Northeast corner of the Northwest quarter of the Northeast quarter; thence South, on the East line of the said Northwest quarter of the Northeast quarter 700.00 feet, more or less, to the Northeast corner of the tract conveyed to Jack Stocker et ux, by deed recorded February 10, 1961 in Book 214, Page 134, Deed Records; thence North 88 deg. 54' West 900.0 feet, more or less, to the Easterly right of way of the former U.S. Spruce Production Railroad right of way, described in deed to Henry J. Stocker et ux, recorded November 18, 1947 in Book 122, Page 89, Deed Records; thence Northerly, following the said Easterly right of way line to a point that is 30.0 feet from, when measured at right angles to, the North line of said Section; thence West 30.0 feet from and parallel to, said North line of said Section to the Easterly right of way line of the Oregon Coast Highway; thence Northerly along said Highway right of way line, to the point of beginning.

PARCEL 2:

Commencing at the Southeast corner of Section 17, Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon; thence North 87 deg. 14' 17" West along the Southerly line of Section 17, a distance of 1353.62 feet to the true point of beginning; thence continuing along said section line, North 87 deg. 20' 22" West a distance of 83.75 feet; thence North 51 deg. 00' 00" East to the Easterly right of way of SE Chestnut Street a distance of 107.29 feet; thence South 00 deg. 13' 26" East along said Easterly right of way, a distance of 71.41 feet to the point of beginning.

Tax Parcel Number: R347233 and R509944 and R518998

EXHIBIT C

JULY 20, 2007 SUPPLEMENTAL TRAFFIC IMPACT ANALYSIS



DAVID EVANS
AND ASSOCIATES INC

July 20, 2007

John G. deTar, Senior Region Planner
ODOT Region 2
3700 SW Philomath Boulevard
Covallis OR 97333

SUBJECT: 40th Street TIA: Trip Cap Analysis

Dear Mr. deTar:

This letter summarizes additional traffic operations analyses performed at each of the intersections that were evaluated in the 40th Street Traffic Impact Analysis (TIA), prepared by myself and dated May 2, 2007. This additional analysis evaluates the maximum number of peak hour¹ vehicle site trips that could be accommodated while simultaneously providing for adequate operations at each of the study area intersections. Results are provided for two street configuration scenarios: 1) existing Ferry Slip Road unchanged, and 2) Ferry Slip Road closed, traffic is rerouted to 32nd and 40th Street via Ash Street.

The analysis shows that an additional 40 peak hour site trips beyond the proposed South Beach Phase 1 development (for a total of 180 peak hour trips) could be added to the 40th Street approach under 2011 conditions without causing any of the study area intersections to fail to meet the ODOT mobility standard of 0.80. Furthermore, once the Ferry Slip Road/US 101 intersection is closed (which was assumed under the future analysis scenario), the analysis shows that 160 peak hour site trips (for a total of 340 peak hour site trips) could be added to 40th Street under year 2021 conditions while simultaneously meeting the mobility standard at each of the study area intersections.

This analysis is intended to establish a "trip cap" for future development associated with the properties recently annexed into the City of Newport in Case File No. 1-AX-07/2-Z-07.

Background

40th Street Traffic Impact Analysis Report

The TIA presented a proposed development for Phase 1 of the South Beach that consisted of 46 single-family residential units, 48 condo/townhouse units, and the central campus of the Oregon Coast Community College (OCCC) with an assumed enrollment of 1470 students. Based on data contained in ITE Trip Generation, 7th Edition, it was estimated that the proposed development would generate 140 peak hour trips. The TIA noted that Phase 1 was expected to be completed by year 2011. The analysis showed that all study area

¹ As discussed in the TIA, "peak hour" refers to Saturday mid-day. Use of this time period was required by ODOT.

John de'lar
 July 20, 2007
 Page 2

intersections (consisting of US 101 at 32nd Street, Ferry Slip Road and 40th Street), could be made adequate to accommodate the proposed development under build-year conditions.

May 10, 2007 TIA Update Memorandum

In a memorandum dated May 10, 2007 I presented updated trip generation estimates and traffic operations analyses based on a revised Phase 1 development scenario. The land uses of the revised scenario differed somewhat from the development scenario presented in the TIA, but the trip generation did not. The purpose of the memorandum was to propose a potential alternative development scenario with a mix of uses that would result in the same number of peak hour vehicle trips as the development mix contained in the original TIA, thereby retaining the validity of the TIA analysis results. The alternative development scenario consisted of 81 single family residential units, 15 condo/townhouse units, OCCC campus with student enrollment of 200², and a 7000 square-foot shopping center. Table 1 below provides comparative trip generation for the original and revised South Beach Phase 1 development from the TIA and the May 2007 memorandum, respectively.

Table 1. South Beach Phase 1 Alternative Development Scenario

Land Use	ITE Land Use Code	Unit	Original Phase 1 Development Scenario (Provided in TIA)		Alternative Phase 1 Development Scenario	
			Size	Saturday Pk Hr Trips	Size	Saturday Pk Hr Trips
Single Family Residential	210	DU	46	43	86	81
Condo/Townhomes	230	DU	48	23	31	15
Community College	540	FTE	1470	74	200	10
Shopping Center	820	1000 ft ²	0	0	7	35
Total Trips				140		140

The development scenarios presented in Table 1 represent two land use mixes that would generate equivalent vehicle trips. There are numerous combinations of college, residential and retail land uses that could be developed with identical traffic impacts.

The May 2007 memorandum also provided analysis of the Phase 1 development alone under 2021 traffic conditions. The 1999 Oregon Highway Plan requires that the year selected for future traffic operations analysis is the greater of the planning horizon in the local transportation system plan (TSP), or 15 years, whichever is greater. A 15-year planning horizon is greater than that of the Newport TSP. Therefore, traffic operations were analyzed under 2021 conditions. The analysis showed that the existing facilities could be made adequate to accommodate Phase 1 under future traffic volume conditions.

Revised Analysis

The initial TIA and May 2007 memorandum both studied only property currently owned by Emery Investments, and the developer is Landwaves Inc. The owner and developer of the property, has agreed to limit the extent of the Phase 1 South Beach development to no more than what would generate 140 peak hour

² Revised enrollment estimates provided by Patrick O'Connor, OCCC president.

John deTar
July 20, 2007
Page 3

vehicle trips³. It is understood that additional future development proposals by Landwaves will require further traffic analysis and appropriate mitigation of traffic impacts. The annexation and zone change application also includes the 16.5 acre GVR property, which was not included in previous TIAs.

The purpose of this revised analysis is to analyze the traffic operations at the study area intersections under year-of-build (2011) and future year (2021) conditions that accounts for development of both Phase I of the South Beach development and the GVR parcel. Therefore, this analysis determines the maximum number of peak hour vehicle trips that could be accommodated while simultaneously providing for adequate operations⁴ at each of the study area intersections. It is anticipated that the annexation and zone change will be conditioned on capping total trip generation potential at 40th Street so that each of the study area intersections will operate within the ODOT mobility standard.

I performed traffic operations analysis under two local street configurations and two future years:

Existing Ferry Slip Road in Place

Analysis year: 2011

Maximum additional peak hour site trips at 40th Street: 40 (for a total of 180 peak hour site trips)

This configuration assumes that the existing stop-controlled Ferry Slip Road intersection with US 101 is open to traffic. This configuration is only analyzed under year-of-build (2011) conditions, as it is assumed that the intersection will be closed prior to 2021. The results, shown in Table 2, show that with the addition of 40 peak hour site trips (in addition to the 140 Phase I trips) at 40th Street the v/c ratio at the intersection of US 101 and 40th Street will increase slightly over Phase I total conditions. All movements at this intersection are expected to remain well below the mobility standard.

The controlling intersection under this scenario is US 101 at Ferry Slip Road. The combination of background traffic growth and the South Beach Phase I development (140 trips) is expected to result in a v/c ratio of 0.79 for the westbound left movement. The intersection can accommodate some additional trips on the US 101 mainline with no change to the critical v/c ratio. However, when additional peak hour site trips at 40th Street exceed 40, the critical v/c ratio reaches 0.80, which is equivalent to the ODOT mobility standard. A v/c ratio in excess of 0.80 represents unacceptable traffic operations.

Therefore, assuming that the existing stop-controlled Ferry Slip Road intersection with US 101 is open, that intersection (and other study area intersections) will operate within the ODOT mobility standard if the land annexed and rezoned (Phase I of South Beach and the GVR Parcel) is subject to the condition that Saturday mid-day peak hour trips are limited to 180.

³ Based on average trip rates contained in ITE Trip Generation, 7th Edition for Saturday mid-day.

⁴ The applicable mobility standard for US 101 (Statewide Highway, non freight-route) is a v/c ratio of 0.80. Source: Table 6, 1999 Oregon Highway Plan.

Ferry Slip Road Closed

Analysis year: 2021

Maximum additional peak hour site trips at 40th: 160 (for a total of 340 peak hour site trips)

Like the analysis contained in the original TIA, the future year analysis assumes that Ferry Slip Road will be closed and half of the vehicle trips from the former Ferry Slip Road intersection will be rerouted to 32nd and half will be rerouted to 40th Street via the future Ash Street. The analysis also assumes that the cross-section of US 101 will have one through lane in each direction, and the intersection of US 101 at 40th Street will remain unsignalized. Analysis results show that in addition to the 180 peak hour site trips from Phase 1 of South Beach and GVR, an additional 160 peak hour site trips at 40th Street could be accommodated while simultaneously providing for adequate operations at each of the study area intersections.

As Table 2 shows, with the addition of 340 peak hour site trips at the US 101/40th Street intersection, the westbound left-turning movement at the intersection would operate with a v/c of 0.70, which is less than the mobility standard. The signalized intersection of US 101 at 32nd Street would operate at an overall v/c ratio of 0.80, which is equivalent to the mobility standard. Peak hour site trips at 40th Street in excess of 340 would cause the v/c ratio at this intersection to exceed the mobility standard³.

Therefore, assuming that the existing stop-controlled Ferry Slip Road intersection with US 101 is closed, the study area intersections will operate within the ODOT mobility standard if the land annexed and rezoned (Phase 1 of South Beach and the GVR Parcel) is subject to the condition that Saturday mid-day peak hour trips are limited to 340.

Table 2. Revised Intersection Operations Analysis Summary

Intersection	Critical Movement	v/c Ratio						
		2006 30 th IFV	Back- ground	2011 Phase 1	Phase 1 +40 Trips (180 Total)	Back- ground	2021 Phase 1 Total	Phase 1 +200 Trips (340 Total)
US 101 at 32 nd Street	n/a*	0.67	0.67	0.71	0.73	0.72	0.75	0.80
US 101 at Ferry Slip Road	WBL	0.48	0.61	0.79	0.79	--	--	--
US 101 at 40 th Street	SBL	--	--	0.55	0.55	0.60	0.60	0.60
	WBL	--	--	0.17	0.23	0.12	0.28	0.70

* Signalized intersection. Overall intersection values shown.

Potential Industrial Development

It should be noted that much of the land of concern (i.e. beyond the control of Landwaves, Inc.) is zoned for industrial uses. As such, the trip generation potential is relatively low in general, and very low during the design hour, which is Saturday mid-day. Of particular concern is the GVR parcel, which consists of 16.5 acres adjacent to the proposed 40th Street. Due to topographical constraints, the usable area is closer to 14.5 acres. The owners have indicated their intent to develop this property as a concrete batch plant. Based on review of similar land use types, a typical employment density can be expected to be 3-5 per acre for this type

³ Because of the trips rerouted from Ferry Slip Road, total peak hour trips at 40th is expected to be higher than 340.

John deTar
July 20, 2007
Page 5

of use. This translates to roughly 20-30 vehicle trips during the PM peak hour⁶. Very little published trip generation data exists for the Saturday mid-day peak period. However, industrial trip generation is typically lower during weekends than during weekdays. Therefore, it is reasonable to conclude that if a concrete batch plant is constructed, the combined trips generated from the plant and Phase 1 of the South Beach development will be less than the 180 trip cap (and significantly less than the 340 trip cap, once Ferry Slip Road is closed).

Conclusion

The analysis shows that an additional 40 peak hour site trips beyond the proposed South Beach Phase 1 development (for a total of 180 peak hour site trips) could be added to the 40th Street approach under 2011 conditions without causing any of the study area intersections to fail to meet the ODOT mobility standard of 0.80. Furthermore, once the Ferry Slip Road/US 101 intersection is closed (which was assumed under the future analysis scenario), the analysis shows that 160 peak hour site trips (for a total of 340 peak hour site trips) could be added to 40th Street under year 2021 conditions while simultaneously meeting the mobility standard at each of the study area intersections.

Sincerely,

DAVID EYANS AND ASSOCIATES, INC.



Christian Snuffin, PE
Transportation Engineer

Interim Operational Procedures for the City of Newport Council Meetings

January 21, 2014

"These Interim Operational Procedures ("Procedures") are intended to supplement, revise, and refine existing City of Newport Council Rules ("Rules") which relate to Regular Council meeting procedures, on a trial basis. To the extent these Procedures conflict with the Rules relating to the conduct of Regular Council meetings, including provisions in the Rules which are applicable to all public meetings, these Procedures shall govern.

These Procedures remain subject to the provisions of applicable law, including without limitation, the Newport Charter. To the extent if any, these Procedures conflict with applicable law, applicable law governs. To the extent these Procedures are consistent with applicable law, the Procedures shall remain in full force and effect until such time as they are repealed, amended, or otherwise incorporated into the Rules.

These Procedures become effective upon Suspension of Rules as provided in the Rules at page 11, and at such time as a Resolution, as provided in Section 10 of the Newport Charter, is duly adopted."

Regular Council Meeting Procedures

A. Deadlines:

In order to provide the members of the City Council with sufficient time to become acquainted with the business that may come before the City Council it shall be the responsibility of the City Manager to provide a written agenda packet for all regular City Council meetings. All items to be placed on the City Council agenda shall be provided to the city manager's office by 5 PM Tuesday prior to the Council meeting. The City Manager's office will compile the agenda packet which will be available via electronic submission by 4 PM on the Thursday prior to the City Council meeting and will be available in print form by Friday, 8 AM at City Hall.

B. Agenda Items:

Members of the City Council, the City Attorney, Boards and Committees of the City or any citizen may request that items be placed on the agenda and it shall be the City Manager's duty to place the requested items on the agenda. Any person requesting that an item be placed on the agenda shall be given the privilege of introducing this item when it is considered by the City Council. Presentations by the public shall not exceed 10 minutes. ***(Note: It is not clear from the existing rules of order whether a citizen can place an item on the agenda for consideration by the City Council. If this is currently not permitted and the Council would prefer not to provide this option, then the issue can be appropriately modified.)***

The City Manager shall place any items originating from the City departments or City Administration under the City Manager's report for City Council consideration.

C. Consent Calendar:

In order to make more efficient use of the meeting time, the city manager will place items of a routine nature on the consent calendar. This should include such things as lease renewals, minutes, confirmation of appointments to committees and commissions, and the scheduling of future meetings and other issues that are not anticipated to be controversial. All of the items on the consent calendar can be approved by one vote of the City Council. Before the vote is taken on the items listed in the consent calendar portion of the agenda any Council Member can

request that such an item be removed from the consent calendar portion of the agenda and acted upon by separate motion and vote of the Council. Any matter removed from the consent calendar can be considered immediately after the balance of the consent calendar is approved.

D. Public Participation:

Opportunities for public comment are important for policy development. It should be noted, that City Council meetings are meetings of the public body held in public, not public forums. Except when a public hearing is expressly required by applicable law, members of the public do not have a right to speak on items on the Council agenda. Nevertheless, the Council will normally allow public comment on action items. Any member of the public can submit a completed testimony form to the City Recorder for each item they wish to address on the agenda. The general public is allowed three minutes. During any public comment or public hearing time, the public will be allowed to utilize their time to speak and share their comments with the City Council provided that the testimony is relative to the topic of the agenda item. During this time, public participants at the City Council meeting shall be allowed to make appropriate comments within the three-minute period of time that is allowed without interruption from the Council or staff. Please note that the public participants may ask questions, however the questions will be answered after the public comment period is closed in order to allow the individual to utilize their full three minutes of time. Following the close of public comments or public hearings, any questions raised or comments made will be addressed for all participants in the hearing. If City Council members and or staff have questions for any of the public participants as a result of the testimony, that discussion will follow the close of the public comment period when the questions can be asked. This will assure fair participation by the public at City Council meetings and will eliminate any active debate or discussion between the public and Council during public hearings and/or public comment sections.

E. Addition of Agenda Items:

No item of business not listed on the agenda shall be considered by the Council, except with by an affirmation vote of 75 percent of those voting when a quorum of the City Council is present.

F. Order of Business:

1. Roll Call
2. Proclamations, Recognitions and Special Presentations
3. Public Comment (3 minutes per person) on non-agenda items
4. Consent Calendar (confirmation of Mayor's appointments, minutes, renewal of leases, routine issues, etc.)
5. Public Hearings/Special Orders of Business
6. Communications (agenda items requested by Council Members, City Attorney, commissions, task forces and committees, community groups or individuals)
7. City Manager's Report (includes all items from the City Manager, Department Heads and staff requiring City Council Action and informational items.)
8. Public Comment (three minutes per speaker)
9. Mayor and Council Member reports and comments.
10. Adjournment

G. The City of Newport Council Rules:

The City of Newport Council Rules, as amended April 15, 2013, shall govern the operations of the City Council, except where the provisions of the "Interim Operational Procedure for the City of Newport City Council Meetings" adopted on January 21, 2014 conflict with the adopted rules.

H. Review of Interim Operational Procedures for City of Newport City Council Meetings:

The "Interim Operational Procedures for the City of Newport Council Meetings" shall be reviewed by the City Council at the June 2, 2014 City Council meeting. The "City of Newport Council Rules" will be formally amended to reflect the Council's desire to incorporate any, all or none of the operational provisions as outlined in this document following this review at the June 16, 2014 Council meeting.

**AMENDMENT TO THE INTERIM OPERATION PROCEDURES
FOR THE CITY OF NEWPORT COUNCIL MEETINGS DATED JANUARY 21, 2014
Approved May 5, 2014**

Work sessions will generally be utilized to present information to Council and to allow preliminary discussion on substantive issues in preparation for action at a future regular City Council meeting.

Work sessions will be scheduled on an as-needed basis at the discretion of the Mayor and City Manager. Work sessions dates and times will be dictated by the substance of the issue and the approximate amount of time that may be necessary for discussion.

Work sessions will normally be scheduled prior to regular City Council meetings when less than 45 minutes is planned for the work session; and at noon on Monday if more than 45 minutes is planned. Any Council member requesting future issues for discussion at a work session can place those subject ideas on the white board in the Council Office. The Mayor and City Manager will make a determination as to when the work session will be scheduled. Work sessions can be scheduled at other times during the week when deemed necessary.

This policy will be added to the Interim Operational Procedures for the City Council. The City Council is scheduled to consider formally amending the Council Rules on June 2, 2014 to incorporate these interim rules.

City of Newport

COUNCIL RULES

Effective July 11, 2011
Amended April 15, 2013

INDEX

RULES GOVERNING COUNCIL MEETINGS

TYPES OF MEETINGS:	1
Regular Meetings.....	1
Special Meetings.....	1
Emergency Meetings	2
Work Sessions.....	2
Executive Sessions.....	2
 MEETING PROCEDURE:	 3
Requirements of all Meetings.....	3
Adjournment, Continuance, and Breaks	3
Agenda	3
Broadcasting Council Meetings.....	4
Consent Calendar	4
Decorum	4
Exhibits	5
Meeting Procedure.....	5
Meeting Staffing	5
Minutes	5
Motions	6
News Media	7
Order	7
Order of Business	8
Ordinances and Resolutions	8
Planning Commission Testimony	9
Presiding Officer	9
Public Comment at Council Meetings.....	9
Public Hearings and Participation.....	10
Public Addressing the Council.....	10
Quorum.....	11
Reconsideration of Actions Taken.....	11
Suspension of Rules	11
Voting.....	11

GENERAL COUNCIL RULES

12

Annual Report of Boards, Commissions and Committees	12
Appointed Positions	12
Attendance and Presence in the City	12
Communication with Staff.....	12
Conduct of Council Members	13
Conferences and Seminars.....	15
Confidentiality	15
Contacts with Organizations.....	16
Expenses, Reimbursement and Compensation.....	16
Gifts by the Council.....	16
Liaison to Boards, Commissions and Committees.....	16
Litigation	17
Public Records.....	17
Representing the City.....	17
Vacancies on Boards, Commissions and Committees	18
Vacancies on the Council.....	18

These rules are authorized by the City Charter. The Council shall review these rules periodically. Amendments shall be adopted by a majority of the entire Council. The Council Rules are not intended to replace or supersede any applicable federal or state laws or regulations, city ordinances or policies, or provisions of the City Charter.

If an interpretation of Council Rules is necessary, the interpretation will be provided by the City Council by a majority vote of the entire Council and in consultation with city staff.

RULES GOVERNING COUNCIL MEETINGS

TYPES OF MEETINGS

The Council may hold regular, special or emergency meetings. A regular meeting is one held on the Council's normal meeting schedule. A special meeting is one held at a time other than a regularly scheduled meeting time, but with at least 24 hours notice. An emergency meeting is one held on less than 24 hours notice. All Council meetings and sessions shall be noticed and held in compliance with Oregon public meeting law.

All Council meetings and sessions shall be open to the public, except executive sessions. The Council may, by motion, go into executive session at any regular, special or emergency meeting.

Regular Meetings

The Council will meet regularly on the first and third Mondays of each month in the Council Chambers. If a regularly scheduled Council meeting time is on a city holiday, the meeting will be held on the first day that is not a city holiday. In addition, the Council will hold a work session on the day of each regular Council meeting. The Council may from time to time hold additional work sessions. .

Special Meetings

A. Special meetings are called by:

- The Mayor, or in the Mayor's absence, the President of the Council, at their discretion
- The Council at the request of two or more members of the Council, or
- The City Manager

B. Written notice of a special meeting shall be directed to each member of the Council at least 24 hours in advance of the meeting. The notice shall be served on each member personally, telephonically, or electronically, or if the Council Member is not found, left at his or her place of residence or business.

Emergency Meetings

An emergency meeting may be called by the City Manager, the Mayor, or two Councilors, consistent with state law. The minutes of the emergency meeting shall describe the emergency justifying less than 24 hours notice. The city shall attempt to contact the media and other interested persons to inform them of the meeting.

Work Sessions

Work sessions are any regular, special or emergency meetings used to present information to Council, to allow the Council to prepare for regular sessions or to allow preliminary discussion on upcoming Council items. The Council may take formal action at a work session, but formal action items will not normally be scheduled for work sessions.

Executive Sessions

An executive session (meeting closed to the public) may be held in accordance with state law. Care will be taken to ensure that proper and timely notice is made in accordance with statutory requirements. Executive sessions may be held during regular, special or emergency meetings, so long as appropriate statutory requirements are met.

- A. No final action or decision can be made during an executive session. When the Council reconvenes in open session, a final action or decision may be taken. Only the Council, City Manager, City Recorder, City Attorney, news media representatives and others invited by the Council or City Manager may attend an executive session.
- B. A major reason for allowing members of the news media to attend executive sessions is to ensure that the issues discussed are proper subjects under the state laws related to executive sessions and to keep the media informed concerning the background of deliberations so they have a better understanding of any decisions made as a result of the meeting. Members of the press shall be told that they may not report the substance of an executive session.
- C. Minutes or a recording of executive sessions are required.
- D. Information discussed during an executive session and other privileged communications should not be disclosed to persons other than Council Members, the City Manager, City Recorder or City Attorney outside the executive session. Disclosure of such information could lead to increased personal or City liability and/or public censure of the person who improperly disclosed the information.

MEETING PROCEDURE

Requirements of all Meetings

All notice requirements of state law shall be satisfied before any Council meeting can be conducted.

Council Members shall keep the City Manager informed of their current telephone numbers.

Because of the possibility of special and emergency meetings, Council Members should normally advise the City Manager if they will be absent from the city for more than 24 hours. Advising the City Manager of absences is particularly important if the Council member will be in a location or involved in an activity that limits electronic communication.

Adjournment, Continuance, and Breaks

In order to give fair consideration to all matters, if a meeting is still in progress at 10:00 P.M., the Council may consider whether it should adjourn and continue unfinished agenda items to a future meeting. The decision whether to adjourn before the agenda has been completed should normally be made between agenda items, rather than in the middle of consideration of an item. If any hearings are postponed to a future meeting, the Council normally will give an opportunity to speak to anyone who wishes to participate in the hearing and is unable to attend the rescheduled hearing. Any member of the Council may request a short break at any time during a Council meeting.

Agenda

The City Manager, in consultation with the Mayor, shall prepare a written agenda for all regular Council meetings. A packet including the agenda and materials on agenda items will normally be available to the Council at least three days before each regularly scheduled Council meeting. The City Manager or Mayor may change the agenda at any time prior to the start of the Council meeting, and the presiding officer may change the agenda after the start of the meeting. A change in the agenda after the start of the Council meeting is a procedural decision.

- A. A Councilor who wishes an item to be placed on the written Council agenda shall advise the City Manager and/or the Mayor. The City Manager and/or the Mayor shall determine whether the item is to be placed on the agenda as an action item or as a discussion item.
- B. A Council Member who wishes staff to undertake major research or drafting to prepare an action item shall raise the issue at a Council meeting, and the City Manager shall take direction from the Council as a whole. Direction to proceed with an item does not commit the Council or any individual Council Member to supporting an action when it comes before Council for a final decision.

C. The agenda shall be in any form chosen by the City Manager, subject to direction by the Council.

Broadcasting Council Meetings

The Council wishes to have regular meetings of the Council broadcast on a public access cable television channel and anticipates possible radio broadcasts of Council meetings.

The Council intends any broadcasting of Council meetings be unbiased and even-handed. Any televising of Council meeting should use camera shots that are appropriate for the Council, witnesses and audience members and are relevant to the discussion.

Video and audio shall be deleted only for the purpose of conforming to applicable laws governing public broadcasts. Editing for the above purpose and for the insertion of informational titles and graphics will be allowed. Portions of recorded Council meetings may be used in other news and informational broadcasts provided they are not portrayed out of context.

Any time a Council meeting is broadcast under the control of the city, it shall be simultaneously recorded and may be rebroadcast.

Electronic Communication

All electronic communication shall be silenced during Council meetings.

Consent Calendar

In order to make more efficient use of meeting time, the City Manager shall place all items of a routine nature on which no debate is expected on a consent calendar. Any item placed on the consent calendar shall be disposed of by a single motion "to adopt the consent calendar" which shall not be debatable. Any Councilor or the Mayor can remove an item from the consent calendar by voice request prior to the vote to adopt the consent calendar. Any matter removed from the consent calendar may be considered immediately after the consent calendar or may be discussed and considered as an action item at the meeting.

Decorum (see also "*Order*")

All persons at Council meetings shall behave in a courteous, orderly, and respectful manner, considering the importance of Council meetings and the need to proceed with Council business. Except in case of injury, persons shall not rest their feet on chairs or tables, or stand on chairs or tables. The presiding officer has the authority to preserve order at all meetings of the Council, to cause the removal of any person from any meeting for disorderly conduct, and to enforce the Council Rules. The presiding officer may request the assistance of a sergeant-at-arms to restore order at any meeting.

Exhibits

Exhibits presented before the Council in connection with its deliberations on a legislative, quasi-judicial or other substantive matter shall be accepted by the Council and made part of the record. The exhibit or a copy thereof shall be provided to the meeting recorder.

Meeting Procedure

The presiding officer shall make all initial procedural decisions. The Council by majority vote may overrule the procedural ruling of the presiding officer. The City Attorney, if requested, shall act as the Council's parliamentarian, but will have no vote.

Meeting Staffing

The City Manager will attend all Council meetings unless excused. The City Manager may make recommendations to the Council and shall have the right to take part in all Council discussions but shall have no vote. The City Attorney will attend all regular Council meetings, upon request, and shall have the right to take part in Council discussion, and will, upon request, give an opinion, either written or oral, on legal questions. The City Recorder or designee shall attend all Council meetings, keep the official minutes, and perform such other duties as may be needed for the orderly conduct of meetings. Department directors or other staff will attend Council meetings upon request of the City Manager or Council through the City Manager.

Minutes

Minutes shall be prepared with sufficient detail to meet their intended uses. Verbatim minutes are not required.

A. Council meeting minutes shall contain:

1. Date and time of call to order and the date and time of any adjournment.
2. The name of Council Members and staff present.
3. All motions, proposals, resolutions, orders, ordinances and measures proposed and their disposition.
4. The result of any votes, including ayes and nays and the names of the Council Members who voted.
5. The substance of the discussion on any matter.

6. Reference to any document discussed at the meeting.
- B. The Council may amend the minutes to more accurately reflect what transpired at a meeting. Upon receipt of the minutes in the Council agenda packet, the Council Members should read them and if possible submit any changes, additions or corrections to the City Recorder in order that a corrected copy can be prepared prior to the meeting for approval. Under no circumstances shall the minutes be changed following approval by the Council, unless the Council authorizes the change by majority vote.

Motions

When a motion is made, it shall be clearly and concisely stated by its mover. Council Members are encouraged to exercise their ability to make motions and to do so prior to debate in order to focus discussion on an issue and speed the Council's proceedings. The presiding officer will state the name of the Council Member who made the motion and the name of the Council Member who made the second. When the Council concurs or agrees to an item that does not require a formal motion, the presiding officer will summarize the agreement at the conclusion of discussion. The following rules shall apply to motions during proceedings of the Council:

- A. A motion may be withdrawn by the mover at any time without the consent of the Council.
- B. If a motion does not receive a second, it dies.
- C. A motion that receives a tie vote fails.
- D. A call for the question is intended to close the debate on the main motion and does not require a second and is not debatable. A call for the question fails without a majority vote. Debate on the main subject resumes if the motion fails.
- E. A motion to amend can be made to a motion that is on the floor and has been seconded. An amendment is made by inserting or adding, striking out, striking out and inserting, or substituting.
- F. A motion to adjourn cannot be amended.
- G. A motion to amend an amendment is allowed.
- H. Amendments are voted on first, then the main motion as amended.
- I. Council will discuss a motion only after the motion has been moved and seconded. Nothing in this section prevents general discussion or expression of opinions before a motion is made.

- J. The motion maker, presiding officer, meeting recorder, City Manager, or City Attorney should repeat the motion and/or the amendment prior to voting.
- K. A point of order, after being addressed by the presiding officer, may be appealed to the body.

News Media

The Council recognizes the important role of the news media in informing the public about the decisions, activities and priorities of government. Workspace shall be reserved for members of the press at Council meetings so that they may observe and hear proceedings clearly. The terms "news media" "press" and "representative of the press" for the purpose of these rules are interchangeable and mean someone who:

- A. Represents an established channel of communication, such as a newspaper or magazine, radio or television station, or other electronic media; and either
- B. Regularly reports on the activities of government or the governing body; or
- C. Regularly reports on the particular topic to be discussed by the governing body in executive session.

Order

A law enforcement officer of the city may be sergeant-at-arms of the Council meetings. The sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purposes of maintaining order and decorum at the Council meeting.

- A. Any of the following shall be sufficient cause for the sergeant-at-arms to, at the direction of the presiding officer, or by a majority of the Council present, remove any person from the Council chamber for the duration of the meeting:
 - 1. Use of unreasonably loud or disruptive language or noise.
 - 2. Engaging in violent or disruptive action, including any violence towards any person.
 - 3. Willful damage to city or private property.
 - 4. Refusal to obey these rules or other applicable regulations, including limitations on occupancy and seating capacity.
 - 5. Refusal to obey an order of the presiding officer or an order issued by a Councilor that has been approved by a majority of the Council present.
- B. Before the sergeant-at-arms is directed to remove any person from a Council meeting for conduct described in this section, that person may be given a warning by

the presiding officer to cease his or her conduct. A warning is not required, but will generally be given to provide the person an opportunity to correct his or her behavior. If a meeting is disrupted by one or more members of the audience, the presiding officer or a majority of the Council present may declare a recess and/or order that the Council chamber be cleared.

Order of Business

The City Manager shall arrange the order of business to achieve an orderly and efficient meeting. In general, the order of business will be as follows:

- I. Roll Call
- II. Additions/Deletions to the Agenda
- III. Public Comment (Normal maximum per person 3 minutes, but may be adjusted based on number of persons wishing to comment.)
- IV. Proclamations, Recognitions, Special Presentations
- V. Consent Calendar
- X. Unfinished Items from IV, V or VI VI. Officers' Reports will consist of reports from the Mayor, City Manager, and City Attorney
- VII. Discussion Items (Items that do not require immediate Council action, such as presentations, discussion of potential future action items)
- VIII. Action Items (Items expected to result in motions, resolutions, orders or ordinances). Each action item that requires a public hearing shall be clearly identified as a public hearing. Public hearings shall be set before other items in this section of the agenda. Hearings will be noticed for 7 P.M.
- IX. Public Comment (Additional time for public comment - 5 minutes per speaker)
- XI. Councilor's Reports and Comments
- XII. Adjournment

Ordinances and Resolutions

All ordinances and resolutions shall be prepared under the supervision of the City Manager or City Attorney. Any ordinance or resolution not prepared by the City Attorney shall, upon request, be reviewed and approved as to form by the City Attorney. Ordinances and resolutions may be introduced by a member of the Council, the City Manager, the City Attorney or any department head.

- A. Unless the motion for adoption provides otherwise, resolutions shall be adopted by reference to the title or number of the resolution and shall be effective upon adoption. A roll-call vote is not required for resolutions unless it is unclear whether a majority favor the resolution.
- B. Ordinances shall be adopted as provided by the City Charter. Failure to comply with post-adoption signature requirements shall not invalidate an ordinance.
- C. Ordinances shall be effective on the thirtieth day after adoption, unless the ordinance provides that it will become effective at a later time. An emergency ordinance which includes a provision that the ordinance is necessary for immediate preservation of the public peace, property, health, or safety may provide that it will become effective upon adoption or other time less than 30 days after adoption.
- D. Ordinances shall be adopted by roll-call vote.

Planning Commission Testimony

The Planning Commission was established in compliance with state statute to make recommendations to the City Council on general land use issues and to act as a hearing body for the city. For legislative land use matters before the Council, commissioners may testify as a commissioner, as a commission representative if so designated by the commission, or as a citizen.

Presiding Officer

The Mayor shall be the presiding officer and conduct all meetings, preserve order, enforce the rules of the Council and determine the order and length of discussion on any matter before the Council, subject to these rules. The Council President shall preside in the absence of the Mayor. The Mayor may ask the Council President to preside over all or part of a meeting at any time to provide the Council President with experience in presiding over Council meetings. The presiding officer shall not be deprived of any of the rights and privileges of a Council member. In case of the absence of the Mayor and the Council President, the City Manager shall call the meeting to order and the Council shall elect a chairperson for the meeting by majority vote.

Public Comment at Council Meetings

The Council shall allow a general public comment period at each regularly scheduled meeting, but need not allow public comment at emergency and special meetings. Comments at the general public comment period should normally be limited to matters related to city government and that are properly the object of Council consideration. The presiding officer shall exercise discretion in controlling public comment. Comments relating to a public hearing that has been closed are not properly the object of Council consideration. Any comments on an item on the Council agenda should be made during the discussion of the specific agenda item, rather than in the general Council session. The Council may allow comment on any Council action item other than an item on which

comments have been received and the public testimony portion of the hearing or other agenda item has been closed. Comments on any item that are expected to come before the Council as a quasi-judicial land use matter shall not be permitted outside the scope of the land use hearing on the matter.

Public Hearings and Participation.

Except when a public hearing is expressly required by applicable law, members of the public do not have the right to speak on items on the Council agenda. Nevertheless, the Council will normally allow public comment on action items, but is not required to do so. The Council may limit public comment and may disallow further public comment.

Different public hearings have different standards. If applicable law provides for a public hearing but does not regulate the type of hearing, the Council will allow any person with a right to a hearing to present written and oral testimony and argument. The Council may limit the time of oral testimony and argument.

Some public hearing law provides a right to a hearing to certain persons, but not to others. The Council shall allow persons with a right to a hearing to speak, but may prohibit or limit participation by others.

Public Addressing the Council

Each person addressing the Council shall submit a completed testimony form to the City Recorder. A separate form must be completed for each item desiring to be addressed.

- A. When called by the presiding officer, those wishing to address the Council shall come to the designated area and state their name. They shall limit their remarks to the time allocated by the presiding officer or Council. They should address all remarks to the Council as a body and not to any member thereof.
- B. No person, other than the Council, the City Manager, the City Attorney, appropriate staff person, and the person having the floor, shall be permitted to enter into any discussion, without the permission of the presiding officer. Questions from the public shall be asked of a Councilor or staff through the presiding officer.
- C. Any person making personal, offensive, or slanderous remarks, or who becomes threatening or personally abusive while addressing the Council may be requested to leave the meeting.
- D. Testimony shall be relevant to the topic of the agenda item and not redundant. The presiding officer may terminate redundant and/or irrelevant testimony. Pre-hearing testimony on quasi-judicial land use actions that may come before the Council will not be permitted.
- E. The intent of this section is not to stifle public debate, but to provide guidelines to allow meaningful and productive comment and debate.

Quorum

The quorum requirement for the conduct of Council business is four Council Members.

Reconsideration of Actions Taken

A member who voted with the majority may move for a reconsideration of an action at the same or the next regular meeting. The second of a motion may be a member of the minority. Once a matter has been reconsidered, no motion for further reconsideration shall be made without unanimous consent of the Council. However, nothing in this section precludes a new motion on the same subject matter as a previous decision with the possibility of a different result.

Suspension of Rules

These rules may be suspended upon an affirmative vote of 75 percent of those voting when a quorum of the Council is present. Suspension of the rules should only occur in cases of extreme necessity. Notwithstanding the above, quorum and majority voting requirements shall not be suspended or waived.

Voting

Every Council Member who may legally vote on a motion shall vote on a motion unless a majority of the Council present, for special reason, allows the Council Member to abstain. The Council Member must declare the intent to abstain prior to the vote and explain the reason for the abstention.

- A. No Council Member shall be permitted to vote on any subject in which he or she has an actual conflict of interest, unless allowed by state law, or is otherwise disqualified from participation.
- B. The concurrence of a majority of the Council Members voting when a quorum is present at a Council meeting shall be necessary to decide any question before the Council.

GENERAL COUNCIL RULES

Annual Report of Boards, Commissions, Committees, and Task Forces

At the request of the Council, boards, commissions, committees and task forces will report to the Council on their activities.

Appointed Positions

The Council appoints and can remove the City Manager, the City Attorney, and the Municipal Judge. The Council shall evaluate the City Manager and the City Attorney in accordance with their respective contracts, but no less frequently than once a year. The Council may meet with the Municipal Judge once annually, but will not interfere with the Municipal Judge's exercise of judicial authority and discretion.

Attendance and Presence in the City

Councilor Members will inform the Mayor and/or City Manager if they will be unable to attend any meetings. If the Mayor will be absent, the Mayor will inform the City Manager and the Council President. Under the City Charter, a Council position becomes vacant if the Council member is absent from the city for more than 30 days without Council permission. The permission to be absent from the city must be requested before the absence, or in the case of a family illness or other unforeseen event, prior to the end of the 30-day absence.

Communication with Staff

All Council Members shall respect the separation between the Council's role and the City Manager's responsibilities by:

- A. Not interfering with the day-to-day administration of city business, which is the responsibility of the City Manager.
- B. Working together as a team within a spirit of mutual confidence and support.
- C. Respecting the administrative functions of the City Manager, the City Attorney, and department heads and refraining from actions that would undermine the authority of the City Manager or department heads. The Council will abide by the City Charter in its dealings with the City Manager and City Attorney.
- D. Limiting individual inquiries and requests for information from staff or department heads to those questions that may be answered readily as part of staff's day-to-day responsibilities. Questions of a more complex nature shall be directed to the City Manager or Mayor. Questions from individual Council Members requiring significant staff time or resources (generally, two hours or more) should normally require approval of the Council, although the City Manager or the Mayor may determine to follow up on requests from Councilor Members. Written requests for information

requested by an individual Council Member should normally be responded to in writing to the Council as a whole, with a notation as to which Council Member requested the information. Council Members should normally share any information obtained from staff with the entire Council. This section is not intended to apply to questions by Council Members acting in their individual capacity rather than as Council Members, or to questions regarding conflict of interest or similar issues particular to the Council member.

- E. Communication with the City Attorney by individual Councilors should be authorized, in advance, by either the Mayor or the Council President with the exception of issues such as personal conflicts of interest and other individual issues.
- F. Limiting individual contacts with city officers and employees so as to not influence staff decisions or recommendations, so as to not interfere with staff work performance, and so as to not undermine the authority of the City Manager, department heads, and other managerial and supervisory employees.
- G. Respecting staff and their roles and responsibilities, even if expressing criticism of an action.

Nothing in this section precludes Council Members from obtaining information and asking questions during Council meetings or from evaluating the performance of the City Manager or City Attorney.

Conduct of Council Members.

- A. ***Non-Participation.*** A Councilor shall not participate in a quasi-judicial decision if the Council member is biased to the extent that the Council Member cannot decide the matter by applying the applicable standards and criteria to the facts of the situation as presented to the Council. A Council Member shall not participate in any decision when participation in the decision is contrary to state law. Any person may challenge the participation of a Council Member at the start of the proceeding. If a challenge is made, the Council Member may choose to withdraw or rehabilitate him or herself, by stating on the record that he or she can make a fair decision based solely upon the evidence presented and applicable criteria. If the Council Member does not withdraw or rehabilitate him or herself, the remainder of the Council will decide by motion whether the Council Member will participate. A Council Member who is not participating shall not sit at the Council table, and shall move into the audience seating.
- B. ***Conflict of Interest.*** Under state law, an actual conflict of interest is defined as one that *would* or will result in a financial benefit or the avoidance of financial debt to a Council Member, his or her relative or a business with which the Council Member is associated. A potential conflict of interest is one that *could* or might result in financial benefit or avoidance of financial debt A Council Member must publicly announce both potential and actual conflicts of interest each time the issue creating the conflict arises before the Council. In the case of an actual conflict of interest, the Council

Member must refrain from participating in debate on the issue and from voting unless allowed by state law. If a Councilor believes that he or she qualified to vote on the matter despite an actual conflict of interest, that Councilor should seek legal advice from the City Attorney prior to voting or debating the matter. A Council Member who is not participating because of an actual conflict of interest shall leave the Council table after declaring the conflict. For the purposes of this policy, the term "relative" shall be defined consistent with ORS 244.020.

- C. *Ex Parte Contacts.* For quasi-judicial hearings, Council Members will endeavor to refrain from having ex parte contacts relating to any issue of the hearing. Ex parte contacts include any information relevant to the issue at hand, other than contacts with staff, gained outside the formal hearing process and not in the record relating to the subject matter of the quasi-judicial hearing. Ex parte contacts include both oral and written communication. If a Council Member has an ex parte contact prior to any hearing, the Council Member will reveal the contact on the record at the beginning of the hearing, and describe the substance of the contact. After all declarations of ex parte contacts, the presiding officer shall announce the right of interested persons to rebut the substance of the communication.
- D. *Absence for Portion of a Hearing.* For quasi-judicial hearings, a Council Member who was absent during the presentation of evidence cannot participate in any deliberations or decision regarding the matter unless the Council Member has reviewed all the evidence and testimony received.
- E. *Government Ethics Requirements and Reporting.* Council Members shall review and observe the requirements of the State Ethics Law (ORS 244.010 to 244.390) dealing with use of public office for private financial gain. Council Members shall give public notice of any actual or potential conflict of interest and the notice will be reported in the meeting minutes. Council Members shall timely file annual statements of economic interest with the Government Ethics Commission.
- F. *Ethical Conduct and Fair Treatment.* In addition to matters of financial interest, Council Members shall maintain the highest standards of ethical conduct and assure fair and equal treatment of all persons, claims, and transactions coming before the Council. This general obligation includes the duty to refrain from:
 - 1. Disclosing information that is confidential under law or making use of special knowledge or information before it is made available to the general public.
 - 2. Making city decisions involving the Councilor's business associates, customers, clients, and competitors.
 - 3. Repeated violations of these Council Rules.
 - 4. Promoting relatives, clients, employees or for boards, commissions, committees, and task forces.

5. Requesting preferential treatment for themselves, relatives, associates, clients, coworkers, or friends.
 6. Seeking employment of relatives with the city.
 7. Actions benefiting special interest groups at the expense of the city as a whole.
 8. Expressing an opinion contrary to the official position of the Council without so stating.
- G. *General Conduct.* In general, Council Members shall conduct themselves so as to bring credit upon the government of the city by respecting the rule of law, ensuring non-discriminatory delivery of public services, keeping informed concerning the matters coming before the Council and abiding by all decisions of the Council, whether or not the member voted on the prevailing side.
- H. *Participation in Council Meetings.* Any Council Member desiring to be heard during a Council meeting should normally be recognized by the presiding officer and shall confine his or her remarks to the subject under consideration or to be considered. Council Members will speak one at a time, allowing one another to finish. The presiding officer may allow flexibility in the application of this rule.

Conferences and Seminars

Council Members are urged to educate themselves about local government. To that end, and as funding allows, Council Members are urged to attend the League of Oregon Cities functions at city expense. Requests to attend other government-related conferences, training, seminars, and meetings will be presented to the Council for approval. Council Members who serve on committees or the boards of the League of Oregon Cities, the National League of Cities, or other similar associations of local governments will be reimbursed for reasonable expenses not covered by the respective body.

Confidentiality

Council Members will keep all information provided to them on matters that are confidential under law in complete confidence to ensure that the city's position is not compromised. No mention of any information confidential under law, whether provided to the Council Members in written form or verbally, should be made to anyone other than other Council Members, the City Manager, the City Attorney, the City Recorder, or responsible department heads.

- A. If the Council in executive session provides direction to staff on proposed terms and conditions for any type of negotiation, whether it be related to property acquisition or disposal, a pending or likely claim or litigation, or employee negotiations, all contact with other parties shall be made by designated staff or representatives handling the negotiations or litigation. A Council Member will not have any contact or discussion

with any other party or its representative nor communicate any executive session discussion, except as authorized by Council.

- B. All public statements, information, or press releases relating to matters that are confidential under law will be handled by the City Manager or other person authorized by the Council.
- C. The Council, by resolution or motion and with a majority vote of the entire Council, may censure a member who discloses a matter that is confidential under law.

Contacts with Organizations

The City Council will seek meetings with the Lincoln County Board of Commissioners, the Lincoln County School District Board, the Port of Newport, and other local governments, and groups, as needed to address issues of common interest. The City Council will allow local groups such as the Chamber of Commerce, and local business, neighborhood or citizens groups, to make presentations to the Council on matters of common interest.

Expenses, Reimbursement and Compensation

Council Members shall receive no pay or other compensation for serving on the Council. Council Members will follow the same rules and procedures for reimbursement as those which apply to city employees, when seeking reimbursement for attendance at authorized conferences or other authorized reimbursement. The city does not reimburse Council Members for expenses incurred by their spouses and/or guests.

Gifts by the Council

On occasion, and within the approved budget, the Council may wish to purchase a gift or memento for someone with city funds. Expenditures of this type shall require consensus approval of the Council.

Liaison to Boards, Commissions and Committees

The Mayor may appoint Council Members to act as liaison to boards, commissions, committees, task forces, or other bodies that advise the Council. In the event a Council liaison is unable to attend a meeting of the board, commission, committee, or task force, the liaison will either contact another Council member to act as liaison for the meeting or ask the Mayor to find a substitute.

When attending a meeting of a city board, commission, committee, or task force as liaison, Council Members will:

- A. Not attempt to lobby or influence the board, commission, committee, or task force on any item under its consideration, unless the City has taken an official position regarding that item.

- B. Not vote at the body's meeting on any item. This rule applies only when the Council Member is acting as liaison; it does not apply when the Council Member is a member of the board, commission, committee, or task force and does not apply to non-city bodies when the Council Member is the representative of the city.

Litigation

The City Manager and/or City Attorney will provide the City Council with a confidential memo regarding claims and may meet in executive session with the Council within 30 days of the city's receipt of:

- A. A statutory notice of intent to sue, or
- B. A summons and complaint for damages.

The City Manager and/or City Attorney will provide the Council with a report of all claims filed against the city.

Public Records

The disposition of public records created or received by individual Council Members shall be in accordance with Oregon Public Records Law. Written information incidental to the official duties of a member of the City Council, including electronic mail messages, notes, memos, and calendars (e.g., "Daytimers") are public records and are subject to disclosure under the public records law.

Representing the City

When a member of the City Council represents the city before another governmental agency, before a community organization or media, the official should first indicate the majority position of the Council if there is one. Personal opinions and comments may be expressed only if the Council Member clarifies that those statements do not represent the position of the Council.

- A. The effectiveness of city lobbying in Salem or in Washington, D.C., depends on the clarity of the city's voice. When Council Members represent the city in a "lobbying" situation, it is appropriate that the Council Members avoid expressions of personal dissent from an adopted Council policy.
- B. When Council Members attend meetings of organizations such as the League of Oregon Cities or the National League of Cities and their boards and committees, they do so as individual elected officials and are free to express their individual views. If the City Council has an adopted policy relating to an issue under discussion, the Council Member is expected to report that fact.
- C. By resolution, the Council may appoint one or two of its members to act as negotiators with groups, individuals, or other governmental entities. Any agreements

made by such negotiators shall require approval of the Council as a whole to take effect.

Vacancies on Boards, Commissions and Committees

The Mayor, subject to ratification by the Council, shall appoint all members of boards, commissions, committees, and task forces, and appoint persons to fill all vacancies. The City Manager will seek applications from interested candidates. The Council may, and normally will, interview applicants for the Planning Commission and Budget Committee. Other committees, boards, and task forces will make recommendations to the Mayor regarding candidates to fill vacancies that may occur on committees, boards, and task forces other than the Planning Commission and Budget Committee.

Vacancies on the Council

Upon declaring a vacancy on the City Council, the Council will fill the vacancy under provisions of the City Charter. The vacancy will be advertised and applications will be accepted. After the filing deadline has passed, the Council will conduct public interviews of all applicants. The Council will make a decision to fill the vacancy in a public meeting.



Agenda Item # VII.B
Meeting Date June 2, 2014

CITY COUNCIL AGENDA ITEM SUMMARY
City Of Newport, Oregon

Issue/Agenda Title: Notice of Intent to Award Contract for Architectural Services for the Newport Aquatic Center to Robertson Sherwood Architects

Prepared By: TEG Dept Head Approval: TEG City Manager Approval:

Issue Before the Council:

Notice of Intent to Award Contract for Architectural Services for the Newport Aquatic Center to Robertson Sherwood Architects

Staff Recommendation:

Award the contract

Proposed Motion:

I move that the City of Newport Public Works Department issue a Notice of Intent to Award the Architectural Services for the Newport Aquatic Center to Robertson Sherwood Architects in the amount of \$_____ and contingent upon no protest, authorize award and direct the City Manager to execute the contract after 7 days on behalf of the City of Newport.

Key Facts and Information Summary:

City staff recently completed a selection process for the Architectural Services for the City's new Aquatic Center. A Request for Proposals (RFP) was issued the week of April 7th, 2014 and six proposals were received. A selection committee was developed comprised of the Public Works Director, Park and Recreation Director, Pool Manager, Recreation Center Manager, Community Development Director, and one citizen. The six proposals were reviewed and rated based upon a rating matrix included the RFP. Two consultants, Robertson Sherwood Architects and LSW Architects, were selected for interviews.

After carefully consideration and debate, the selection committee rated Robertson Sherwood as the first choice for the Architect on the City's new Aquatic Center project. The total available score for written proposals was 100 points, and the interview was worth an additional 20 points, for a total possible score of 120 points. Scoring for the top two selected firms was as follows:

Robertson/Sherwood	99 points
LSW	98.3 points

As is apparent, the selection process was difficult, since both teams brought exceptional experience and a unique approach to the project.

Sherwood Robertson Architects is the same architect that the City engaged to develop preliminary design sketches and estimates in preparation for the General Obligation Bond that was approved by Newport voters in the fall of 2013. In addition, they are the architect that designed the City of Newport's library.

A copy of the proposed fee, scope of work, schedule, and contract will be distributed separately from this memo at, or shortly before, the Council meeting on Monday. In order to meet the contractual obligations of the bond, it was important to bring the contract for the architect to the June 2nd meeting, but scope and fee negotiations were ongoing as of the writing of this memo. Typical architectural consulting fees for this type of project range from 10 to 15% of the construction cost of the facility. The initial cost estimate conducted by Robertson Sherwood Architects estimated the architectural fees at 13%.

Also attached to this memo at the end of the RFP is a copy of the draft contract. The draft professional services contract has been reviewed several times by legal counsel, most recently during the review of the RFP. The architect has indicated that they have no exceptions to the contract as written therefore further legal review will be negligible.

Other Alternatives Considered:

Please see above for the architect selection process description. A copy of the RFP is attached describing selection criteria and the scoring matrix in detail.

City Council Goals:

None

Attachment List:

- Request for Proposals for City of Newport Aquatic Center Architectural Services
- Robertson Sherwood Architects Proposal for Architectural Services dated May 1, 2014

Fiscal Notes:

This project is being funded through a General Obligation Bond approved by the voters in the fall of 2013. The total bond value is \$7.9M. 5% of this bond is required to be obligated by June 19, 2014. The authorization of this contract meets satisfies that obligation.

[Publish at least once in one newspaper of general circulation, at least 14 days before closing date, and in as many other issues/publications as the City desires. City Rule 137-0488-0220(2)]

REQUEST FOR PROPOSALS

Pursuant to City Rule 137-048-0220, the City of Newport (City) is conducting a formal qualifications based selection procedure for an architectural firm to plan and design a new aquatic center. The City plans to award to the highest ranked proposer selected from those architects submitting proposals. The anticipated contract will include all design work, site analysis, solicitation of contractors and award of construction contract, construction oversight, and procurement of all necessary permits.

The full Request for Proposals may be obtained from orpin.oregon.gov or contact:

Jim Protiva, Park and Recreation Director
City of Newport
225 SE Avery Street
Newport, OR 97365
Telephone: 541-265-4855
Email: j.protiva@newportoregon.gov

Proposals will be received by the City until closing, 5:00 pm, **May 1, 2014**. Responses received after this time will be rejected as non-responsive. Proposers shall submit proposals in a sealed opaque envelope, plainly marked "**City of Newport Aquatic Center Architectural Consulting Services**" to the City Manager's Office at the below address. Faxed and emailed proposals will be rejected as non-responsive.

Spencer Nebel, City Manager
City of Newport
169 SW Coast Highway
Newport, OR 97365

City of Newport Aquatic Center Architectural Consulting Services

Section I Request for Proposals

The City of Newport (City) intends to select an architect for its new aquatic center, as described in Section II, Project Description, from among proposers who respond to this Request for Proposals. The City intends to enter into a contract, in the form attached as Appendix A, with the selected architect after negotiating a maximum not to exceed dollar amount. The contract amount will be based upon time and materials for all design work rendered, through selection of a construction contractor, procurement of government permits, and construction oversight.

No drawings are required as part of submitted proposals. Proposal clarifications or additional information requested by City must be provided by Proposer within 24 hours of request, excluding weekends and holidays. The City reserves the right to reject any or all Proposals and reserves the right to cancel the RFP at any time if doing either would be in the public interest as determined solely by the City.

Section II Project Description

The City is seeking an architect for its new Aquatic Center Project. The estimated total project cost is \$7.9 million, including architectural fees. The Project and related architectural duties are described as follows:

1. **BACKGROUND:** The purpose of this contract is to provide planning, design and construction administration services for the addition of an aquatic center for the Newport Recreation Center.

The Newport Recreation Center was built in 2001 and is adjacent to the Newport 60 plus Center and City Hall. The existing 47,000 square foot facility includes a double gymnasium, cardio areas, aerobic/dance studio, classrooms and meeting rooms, locker rooms, kitchen and childcare room. It is a multi-generation center serving the citizens of Newport, Lincoln County and numerous traveling guests from outside the area.

The new aquatic center will be integrated into the operations of the Recreation Center and provide aquatics programs and opportunities to youth, families, and seniors. It is imperative that the new aquatic center be designed in a manner that

compliments the existing building and provides for the efficient operation of the entire facility and programs. Some areas of the existing building will need modification or expansion to accommodate the aquatic center.

2. **PROJECT FUNDING:** The project is funded through a General Obligation Bond passed in 2013. The land required for this project is currently owned by the City. \$7.9 million project cost will include 1% for public art.
3. **DRAFT SCOPE OF WORK:** This draft scope of work represents the City's best estimate of the work needed to accomplish the objectives of this project. The City is open to alternative approaches that may deviate from this scope to better meet project objectives. The successful consultant will be expected to enter into a not-to-exceed Professional Services Contract with the City in the form attached as Appendix A.
 - a. Work Plan. Prepare a work plan that details the team approach to the project. The work plan should include specific tasks, a description of products, schedule, reviews, costs by task and discipline, and an explanation of how the team will interact and function. The level of detail required is above and beyond what is needed for the project proposal, and the work plan will be used as a basis for billing and payment.

Product: Work Plan

- b. Existing Physical Conditions Review. Review the existing conditions in-depth, interview staff and provide analysis of existing space and functional deficiencies as necessary. Review Building and Zoning Code requirements and meet with City staff where early interpretation of project requirements is critical.

Product: Documentation of project requirements, including desirable renovations

- c. Architectural Concept and Operations Analysis. A conceptual architectural design has been prepared for the aquatic center. The consultant team will review this conceptual work and design a cost/benefit methodology that considers the cost effectiveness and the community need for each element of the program. The renovation of existing spaces to either accommodate the addition of the aquatic center or improve program uses will also be part of this analysis. To determine the extent of required changes the consultant team will review the current allocation of space in terms of recreation programming and the revenues generated and make recommendations for modifications. Recommendations for the aquatic facility and any renovation of existing program areas must consider 1) people flow and ease of entrance 2) recreation staff and Project Steering Committee advice; 3) cost/benefit projections including both capital and annual operating expenditures; and 4) diversity of people served by the community center

including age, gender and income. The process of determining the final architectural program should be anticipated to take several iterations.

Products: Documentation of programs and operations analysis
Cost analysis of renovations and new construction
Recommendations on capital and annual operating costs
Architectural program
Sustainable design goals

- d. Concept and Schematic Design. Develop conceptual designs that reflect and add to the discussion of architectural program options. Drawings can be simple, line drawings that convey the essence of the idea and enough information to estimate the relative magnitude of costs of each option. These conceptual designs, anticipated to include between two to five options, will be reviewed in public meetings, by Parks staff, and by the Project Steering Committee, and will assist in the determination of the project direction. Conceptual drawings and the associated costs are expected to include site design concepts, including a parking area and traffic flow pattern. Refine the preferred or favored two concept designs into schematic design drawings with enough detail to evaluate the building and site relationship, program functional relationships, access, parking, floor plans, elevations and cross-sections. Analyze the project cost implications of each alternative and document the findings. Analyze the sustainable design elements and document. The schematic design alternatives will form the basis for a public open house where the public is invited to comment on the schemes. The consultants will be expected to elicit and respond to public comments on the image and style of the proposed project in order to reflect the sensibilities of the community.

Develop the preferred schematic components into the final schematic design, including site plan, planting concept, parking configuration, floor plans of all levels identifying all program spaces, all elevations, and two cross-sections with floor heights. Provide a cost estimate on a square foot basis coordinated with the final schematic, and a comprehensive list and schedule for permits.

The final schematic design will be reviewed for accessibility requirements as per the Oregon Structural Specialty Code and the ADA Accessibility Guidelines with particular attention to the clarity of circulation for all age groups and abilities.

During schematic design, special emphasis will be placed on the relationship of the new addition to the existing building and program spaces; between building and site recreation functions as well as an aesthetic sense of the building carefully relating to the environment.

Although the parking improvements designed and constructed as part of this project will be limited to those immediately adjacent to the new aquatic center, a Parking Concept Plan shall be developed identifying the number of spaces and potential location for those spaces that are necessary as identified through the parking demand analysis. (See Section II.3.e, Land Use Permitting, below) The City will develop the additional parking identified in the approved Parking Concept Plan under separate contract.

Products: 2 - 5 concept designs and cost estimates
1 - 2 schematic designs
Parking Concept Plan
Final schematics
Cost estimate
(hard copies of the drawings needed for public meetings)

- e. Land Use Permitting. Consultant is responsible for ensuring design documents satisfy City zoning code requirements and for obtaining any required permit approvals. For required land use applications, Consultant shall prepare supporting narrative and graphics and attend all meetings related to the permit. Meetings may include but are not necessarily limited to a pre-application conference, meetings with City Community Development Director, and public hearing before the Planning Commission. Consultant shall modify plans and documents as necessary to obtain permit approval.

A parking demand analysis will be needed. The analysis is to identify parking needs of the new aquatic center through comparison of like type facilities, evaluate passenger loading requirements, and assess the impact of the new aquatic center on the overall parking and mobility needs of the City Hall campus. The parking demand analysis shall include recommendations for joint use of required parking spaces, and if any variances are needed and justified to City parking standards. Parking Demand Analysis reports are subject to administrative review and approval by the Community Development Director.

While it is possible that no other land use permits will be needed, it may be desirable to pursue an adjustment to height or yard buffer requirements that apply along SE 10th Street. Those requirements are listed in Chapter 14.18 of the Newport Municipal Code.

Product: Permit application documents with supporting graphics

- f. Design Development. Design development will proceed concurrent with land use permitting in order to meet the project schedule, and will include the following drawings: site and utility, architectural, structural, fire protection, plumbing, heating, ventilating, air conditioning, and electrical. Design development outline specifications will include a comprehensive

description of the project and the materials proposed for use in the work. The cost estimate, on a systems basis, will continue to be refined commensurate with the level of detail of information.

The design development process, from concept through finished product, will include significant communication with end users including the recreation staff, as well as facility operations and maintenance staff. The goal is to develop a facility that is consistent with the following objectives:

1. Design Focus

This project will focus on solving the technical and planning challenges involved in adding the new indoor aquatic center in a holistic manner that addresses the functional and aesthetic requirements of the new facilities. Continuous operation of the existing center during construction will be vital and will require careful consideration by the consultant during design.

2. Cost Recovery

The operating budget for the existing building is understood. As uses within the community center change due to the addition of the aquatics program and requests from the public, the operating budget implications must be analyzed. Capital expenditures on new spaces must reflect understanding and consideration of operating cost recovery.

3. Public Participation and Project Steering Committee

Public participation is key to the process of ensuring that the new aquatic center meets the needs of the surrounding community. At least three public workshops will be held to discover the preferences of the community. A Project Steering Committee will be assembled by the Parks and Recreation Director and will make recommendations on how the public input is translated into an architectural program and design. Consultant should plan for a minimum of four meetings with the Project Steering Committee during the design phase.

4. The City of Newport Reviews

The Parks and Recreation Department, Community Development Department, and Department of Public Works will review project plans and specifications. Consultant will need to anticipate a minimum of six combined meetings with these department representatives, and be prepared to respond to their comments.

5. Percent for the Arts

The City of Newport has established a Percent for the Arts Program and a Public Arts Committee. The Percent for the Arts Program requires that one percent of eligible construction costs of a capital improvement project, paid wholly or in part by the City, be allocated for public art. Consultant will be required to meet at least twice with the Public Arts Committee to review the strategy for integration of public art into the facility.

6. Sustainable Design

Environmentally sensitive design and construction is a priority of the City of Newport and can contribute to an excellent project. During the design and construction of the project, decisions will be reviewed for their long-term environmental impact. Areas of concern include: site development, water efficiency, energy efficiency, recycled construction materials, content of building materials, and indoor environmental quality.

7. Locational Considerations

It is anticipated that the new pool will be constructed on the south side of the existing building. The configuration of the pools and supporting areas will be developed with P&R staff and the community. Control desk design, break room location, and potential office space will need to be considered. The aquatic facility is intended to serve a diversity of ages and interests. P&R anticipates there will be two separate pool tanks, one for active sport use, and one for recreation/therapy. It is anticipated that there will be a spa incorporated into the warm water pool but not mandatory. The design of the aquatic environment, mechanical and water treatment systems will be critical to the success of the project.

8. Traffic Flow and Parking

Parking improvements and design will be limited to the adjacent space immediately impacted by the new aquatic center. Special consideration to ADA requirements, drop off/pick up zones, traffic flow and parking optimization will be extremely important.

Products: Design development drawings
Specifications
Cost estimate
Professional quality renderings that illustrate the main project areas.
(Hard copies of drawings needed for public meetings)

- g. Construction Documents and Building Permits. The design development phase will be updated and expanded to construction documents which include all architectural, landscape architectural, structural, civil, mechanical and electrical work for the project with complete specifications, bid package and final cost estimate. The final version of drawings are required to be produced in a CAD format and provided to the City on CD.

Design will require engineering of sanitary sewer service that takes into account existing Recreation Center service. It is believed that re-routing of existing system and tying into the City sewer system at a new location will be in the best interest of the project.

The consultant will be responsible for contacting all applicable local and state officials regarding each utility connection, pool permits, and document that each department responsible for permits or connection approval has agreed to the system's use. Please note that obtaining a building permit may take approximately twelve months, cannot begin until the conditional land use application has been approved, and involves regular communication with the Community Development Director.

Products: Construction document drawings on CD
Specifications
Bid package
Final cost estimate
Utility and building permit approvals

- h. Bid Period Services. Prepare all addenda during the bid period; attend pre-bid meeting(s), answer bidders technical questions, and review bids.

Products: Addenda as required

- i. Construction Period Services. Provide project administration including the following: conduct project meetings; review and approve shop drawings and samples; evaluate and recommend the general contractor's monthly payments; monitor the general contractor's performance; and provide all clarification to construction documents. Day-to-day project inspections will be conducted by City of Newport's construction manager.

Products: Construction period documentation

- j. Construction Close-out. Provide the following services for project completion: commissioning of the building and aquatic systems, develop and monetize the project punch list; check and confirm accuracy of as-built drawings produced by the contractor and incorporate any changes into the final record drawings of the project, obtain all operations and maintenance data; obtain all guarantees and warranties beyond one year; confirm spare parts; and sign final acceptance papers. The aquatic consultant will provide on-site start-up assistance of the aquatic mechanical features and systems and participate in the operations training of facility aquatic personnel.

Products: Record drawings, (2) two hard copy set, (1) one .pdf set, and (1) one .dwg set in AutoCad 2014 format.
Punchlist
Close-out documentation
Building and aquatic commissioning documentation

4. **WORK PERFORMED BY THE CITY:** The City of Newport staff shall make available sufficient hours of staff personnel as necessary to meet with consultant

and provide such information as required. The City has assigned a project manager through Department of Public Works who will oversee the work and provide support as needed.

City will provide selected consultant with all known documents, studies, conceptual drawings of the project site, geotechnical reports and copies of plans of existing building.

5. **MEETINGS:** All public meetings and workshops will take place in Newport, OR at locations of the City's designation. City will prepare press releases and provide public notice in advance of the meetings.
6. **DELIVERY OF WORK PRODUCT:** Unless otherwise specified, it is City's preference that work product be delivered in an electronic format. CAD and GIS data layers developed in conjunction with this project shall be provided to the City at project closeout. All deliverables and resulting work products from this contract will become the property of the City of Newport.

Section III Anticipated Contract Performance Schedule
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The City anticipates having the selected consultant begin work in late May of 2014 with submittal of final deliverables to the City occurring by December of 2015; Construction bidding and award for the project will be completed by May, 2016. Construction shall be completed by May, 2017.

Section IV Pre-proposal Meeting
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A pre-proposal meeting will be held at the City of Newport Recreation Center located at 225 SE Avery Street, Newport, OR 97365 on April 15th, 2014 at 10:00 a.m. The purpose of the meeting is to share information about the project, view the project sites, and answer questions about the project. Proposer's attendance at this pre-proposal meeting is voluntary. Additional documents and information about the project will be available at the meeting. Statements made by City representatives at the meeting are not binding upon the City unless confirmed by written addendum.

Section V
Submittal Information

Four (4) hard copy originals, and one (1) .pdf copy on either CD, DVD, or flash drive of each proposal will be received by the City until closing, **5:00 pm, May 1, 2014**. Responses received after this time will be rejected as non-responsive. Proposers shall submit proposals in a sealed opaque envelope, plainly marked "**City of Newport Aquatic Center Architectural Consulting Services**". Faxed and emailed proposals will be rejected as non-responsive. Any late proposals cannot be considered and will be returned unopened. Send or deliver the proposals to:

Spencer Nebel, City Manager
City Manager's Office
169 SW Coast Highway
Newport, OR 97365

Section VI
Instructions to Proposers

Please note the following specific requirements for submitted proposals:

1. The City may modify this RFP via addenda before the proposal due date. Please check for regular updates at www.orpin.oregon.gov. Receipt of all addenda must be acknowledged in submitted proposals.
2. Proposers responding to this RFP do so solely at their expense. The City is not responsible for any proposer's expenses associated with responding to this RFP.
3. Proposers should reference the protest procedures set forth in Division 48 of the City's Public Contracting Rules, 2012 version.
4. Each proposal must include the information set forth in Section VII, Proposal Requirements, and address the criteria by which the proposals will be evaluated and ranked, set forth in Section VIII, Proposal Evaluation.

Section VII Proposal Requirements
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1. **PROJECT PROPOSAL REQUIREMENTS:** Proposals should be organized in the following format:
 - a. Cover Letter. Provide a cover letter, signed by a duly constituted official legally authorized to bind the proposer to its proposal. The cover letter must include the name, address, and telephone number of the proposer submitting the proposal and the name, title, address, telephone number, fax number, and email address of the person, or persons, to contact whom are authorized to represent the proposer and to whom correspondence should be directed.
 - b. Project Approach and Understanding. Provide a detailed description of the Consultant's proposed approach demonstrating how the City's objectives will be accomplished as outlined in the above draft Scope of Work. Clearly describe and explain the reason for any proposed modifications to the methods, tasks and products identified in the draft Scope of Work outlined in Section 3 of this document.
 - c. Project Organization and Team Qualifications. Identification of all services to be provided by the principal firm and those proposed to be provided by subcontractors and information regarding the firm(s) assigned to the project including size of firm(s) and overall capabilities of each as considered relevant to this project. Provide information regarding all personnel assigned as team members to this project including names, prior experience, position, role and level of responsibility in the project. The City reserves the right to reject any proposed firm or team member or to request their reassignment. The project manager shall be identified by name and shall not be changed without written approval by the City. The principal consulting firm must assume responsibility for any sub-consultant work and shall be responsible for the day to day management and direction of the project.
 - d. Project Timeline. Proposed timeline for accomplishing the project, including critical paths and milestones, and specific consulting staff by task based on the draft Scope of Work.
 - e. Project Coordination and Monitoring. Describe the process for ensuring effective communication between the Consultant and the City, and for monitoring progress to ensure compliance with approved timeline, budget, staffing and deliverables.

- f. Similar Project Experience. Specific examples of comparable work which best demonstrate the qualifications and ability of the team to accomplish the overall goals of the project under financial and time constraints. Provide names, addresses and telephone numbers of clients associated with each of these projects. Through submission of a proposal, all respondents specifically agree to and release the City of Newport to solicit, secure and confirm information provided.
- g. Proposal shall include, at a minimum, the following items:
- i. The name of the person(s) authorized to represent the responding in negotiating and signing any agreement which may result from the proposal.
 - ii. Name and qualifications of the individual who will serve as the Project Architect.
 - iii. The names of the professional persons who will assist the Project Architect in performing the work and a current résumé for each, including a description of qualifications, skills, and responsibilities. The City is interested in professionals with experience serving small governmental entities and especially designing aquatic centers.
 - iv. Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
 - v. Proof of insurance for a minimum of \$1.3 million professional liability insurance, plus \$1.3 million comprehensive and automobile liability insurance. Proof of coverage by Workers' Compensation Insurance or exemption.
 - vi. A list of the tasks, responsibilities, and qualifications of any subconsultants proposed to be used on a routine basis and proof of adequate professional liability insurance for any subconsultants.
 - vii. The names and current phone numbers of individuals representing three owners, to be used as references. References from public works projects are preferred. Please verify that the references identified had direct contact with your proposed team members.
 - viii. Confirmation that the respondent is an architect licensed to work in the State of Oregon.
 - ix. Confirmation that the proposer will make available the necessary personnel for this work. This should include the proximity of personnel to the City, and affirmation that such personnel can respond to City inquiries and/or be onsite within a maximum of 24-hours.

Section VIII Proposal Evaluation

1. Evaluation Criteria

Proposals will be evaluated using the following criteria:	Points
<ul style="list-style-type: none"> • Thoroughness, quality and conciseness of submittal, including whether or not it adheres to submittal instructions. 	15
<ul style="list-style-type: none"> • Project understanding and approach for accomplishing the City's objectives. 	15
<ul style="list-style-type: none"> • Qualifications of the project manager and project team, and proven ability to successfully complete projects of similar scope. 	20
<ul style="list-style-type: none"> • Ability to complete the Scope of Work in accordance with the schedule outlined in this document. 	15
<ul style="list-style-type: none"> • References from past and present clients with verification of: project completion timing, budget accuracy, and customers satisfaction 	15
<ul style="list-style-type: none"> • Proposal incorporates environmentally sensitive design approach sufficient to achieve LEED Silver or greater certification if desired. 	10
<ul style="list-style-type: none"> • Proximity of proposer to Newport Oregon and ability to appear onsite within 24 hours' notice. 	10
<ul style="list-style-type: none"> • Results from interviews, if conducted 	20
Total Points Available	120

2. Evaluation Process

Proposals will be initially screened pursuant to the following minimum qualifications:

1. Proposer is an Architect licensed to work in the State of Oregon.
2. Proposer's ability to provide the architectural work needed by City to the standards required by the City, County and State.
3. Whether Proposer has the financial resources for the performance of the desired architectural services, or the ability to obtain such resources.
4. Proposer is an Equal Opportunity Employer and being otherwise qualified by law to enter into the professional services agreement.

Once the initial screening process is completed, the remaining proposals will be evaluated under the criteria and weights accorded in Section VIII.1, above. If the City deems it desirable, the City may elect to interview one or more of the top candidates.

The City is using a qualifications based selection (QBS) process as mandated for contracts anticipated to exceed \$100,000 by recent changes to the state public contracting statutes (ORS 279C.110). As a result, selection of the most qualified candidate will be made without regard to the price of the services. If the City does not cancel the RFP, only after selecting the most qualified candidate will the City and the selected candidate enter into contract negotiations for the price of the services. The City shall direct negotiations toward obtaining written agreement on the Architect's performance obligations, a payment methodology that is fair and reasonable to the City, and any other provisions the City believes to be in the City's best interest to negotiate.

If the City and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the City, the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates the RFP.

Section IX Miscellaneous

The City reserves the right to: 1) Seek clarifications of each proposal; 2) Negotiate a final contract that is in the best interests of the City and the public; 3) Reject any or all proposals or cancel this RFP at any time if doing either would be in the public interest, as determined by the City in its sole discretion; 4) Award the contract to any proposer based on the evaluation criteria set forth in this RFP; 5) Waive minor informalities contained in any proposal, when, in the City's sole judgment, it is in the City's best interest to do so; and 6) Request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified proposer to perform the services described in this RFP.

The services and responsibilities set forth in this RFP, together with any other documents required herein, shall be included in the contract executed by the successful proposer, as indicated in the attached contract form. Any open terms in the attached contract will be completed based upon City negotiation and awardee's proposal. Submittal of a proposal indicates a proposer's intent to execute the attached contract terms and be bound thereby.

**Section X
Contact Information**

Direct all inquiries regarding the City of Newport Aquatic Center and this RFP to:

Name & Title:	Jim Protiva, Park and Recreation Director
Address:	169 SW Coast Highway, Newport, OR 97365
Email:	j.protiva@newportoregon.gov
Telephone:	541-265-4855

**Section XI
Appendices**

The following appendices are included in this RFP:

Appendix A: Draft Professional Services Contract

DRAFT PROFESSIONAL SERVICES AGREEMENT

<CONTRACT NAME>

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and _____, a **<STATE>** corporation, which is registered to practice **<DISCIPLINE>** in the State of Oregon (Consultant).

RECITALS

- A. Pursuant to City Rule 137-048-0220, the City of Newport (City) solicited proposals for professional Consulting services to assist the City in _____.
- B. After reviewing all proposals, the City has selected _____ (Consultant) as the most qualified Consultant to provide the proposed services.
- C. Consultant is willing and qualified to perform such services.

TERMS OF AGREEMENT

1. Consultant's Scope of Services

Consultant shall perform professional Consulting services related to _____
The City is free to utilize other Consultants or consultants as it deems appropriate.

2. Effective Date and Duration

This agreement is effective on execution by both parties and shall expire, unless otherwise terminated or extended, after three years. The parties may extend the term by mutual agreement.

3. Consultant's Fee and Schedules

A. Fee

Fees for services under this Agreement shall be based on time and materials and pursuant to the rates shown in Exhibit A, up to a maximum amount payable of \$_____. Consultant may increase the rates shown in Exhibit A on an annual basis, subject to the written approval of the City. Consultant will alert the City that Consultant when Consultant is increasing its fees. Consultant will bill for progress payments on a monthly basis. In order to determine the maximum monetary limit for each task, Consultant will submit a schedule and a labor hour estimate based on the rates shown in Exhibit A. Consultant will invoice monthly progress payments based on actual time worked on the project. The maximum monetary limit will not be exceeded without prior written approval by the City. Projects partially completed may be paid for in proportion to the degree of completion.

Consultant will be reimbursed for direct charges such as the cost of printing, postage, delivery services, and subconsultant fees. Unless specifically noted in the Task Order, direct charges will

be billed at cost without any markup. Office expenses such as computer cost, telephone calls, and overhead expenses are incidental and are included in the hourly rates shown in Exhibit A.

B. Payment Schedule for Basic Fee

Payments shall be made within 30 days of receipt of monthly billings based on the work completed. Payment by the City shall release the City from any further obligation for payment to the Consultant for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

C. Payment for Contingency Tasks

When agreed to in writing by the City, the Consultant shall provide services described as Contingency Tasks in a Task Order.

D. Certified Cost Records

Consultant shall furnish certified cost records for all billings to substantiate all charges. Consultant's accounts shall be subject to audit by the City. Consultant shall submit billings in a form satisfactory to the City. At a minimum, each billing shall identify the Task Order under such work is performed, work completed during the billing period, percentage of work completed to date, and percentage of budget used to date for each task.

E. Identification

Consultant shall furnish to the City its employer identification number.

F. Payment – General

- 1) Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 2) Consultant shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime. Any subcontractors utilized by Consultant under this Agreement will be paid according to the then prevailing wage.
- 3) Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

- 4) Consultant shall make payments promptly, as due, to all persons supplying services or materials for work covered under this contract. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on any account of any service or materials furnished.
- 5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Consultant, sub-consultant or subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due to the Consultant. The payment of the claim in this manner shall not relieve Consultant or its surety from obligation with respect to any unpaid claims.

G. Schedule

Consultant shall provide services under this Agreement in accordance with the Project Schedule.

4. Ownership of Plans and Documents: Records; Confidentiality

A. Definitions. As used in this Agreement, the following terms have the meanings set forth below:

- 1) Consultant Intellectual Property means any intellectual property owned by Consultant and developed independently from this Agreement that is applicable to the Services or included in the Work Product.
- 2) Third Party Intellectual Property means any intellectual property owned by parties other than City or Consultant that is applicable to the Services or included in the Work Product.
- 3) Work Product means the Services Consultant delivers or is required to deliver to City under this Agreement. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

B. Work Product

- 1) Except as provided elsewhere in this Agreement, all Work Product created by Consultant pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a “work made for hire” or an employment to invent, shall be the exclusive property of City. City and Consultant agree that such original works of authorship are “work made for hire” of which City is the author within the meaning of the United States Copyright Act. To the extent that City is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret,

or any other state or federal intellectual property law or doctrine. Upon City's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in City. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- 2) In the event Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of City to authorize contractors, Consultants and others to use Consultant Intellectual Property, for the purposes described in this Agreement.
- 3) In the event Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on City's behalf and in the name of City, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of City to authorize contractors, Consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.
- 4) In the event Work Product created by Consultant under this Agreement is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of City to authorize contractors, Consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Agreement.
- 5) In the event Work Product created by Consultant under this Agreement is a derivative work based on Third Party Intellectual Property, or a compilation that includes Third Party Intellectual Property, Consultant shall secure on City's behalf and in the name of City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property, including the right to authorize contractors, Consultants and others to use the pre-existing elements of the Third Party Intellectual Property, for the purposes described in this Agreement.
- 6) To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, Consultant shall be indemnified and held harmless by City from liability arising out of re-use or alteration of the Work Product by City which was not specifically contemplated and agreed to by the Parties in this Agreement.
- 7) Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on

other, unrelated projects.

C. Confidential Information

- 1) Consultant acknowledges that it or its employees, Sub-Consultants, subcontractors or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is the confidential information of City or City's residents. Any and all information provided by City and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-Consultants, subcontractors or agents in the performance of this Agreement shall be deemed to be confidential information of City ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that City designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by City to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (d) is obtained from a source other than City without the obligation of confidentiality; (e) is disclosed with the written consent of City; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information; or (g) is required to be disclosed by law, subpoena, or other court order.

- 2) Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to City under this Agreement, and to advise each of its employees, Sub-Consultants, subcontractors and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise City immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of City or Consultant against any such person. Consultant agrees that, except as directed by City, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement, and that upon termination of this Agreement or at City's request, Consultant will turn over to City all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

- 3) Consultant acknowledges that breach of this Section 4, including disclosure of any Confidential Information, will give rise to irreparable injury to City that is inadequately compensable in damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of this Section 4, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of City and are reasonable in scope and content.

5. Assignment/Delegation

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other. If City agrees to assignment of tasks to a subcontractor, Consultant shall be fully responsible for the acts or omissions of any subcontractors. Any approval of a subcontractor does not create a contractual relationship between the subcontractor and City.

6. Consultant is Independent Contractor

- A. The City's project director, or designee, shall be responsible for determining whether Consultant's work product is satisfactory and consistent with this Agreement, but Consultant is not subject to the direction and control of the City. Consultant shall be an independent contractor for all purposes and shall not be entitled to compensation other than the compensation provided for under Section 3 of this Agreement. The City's acceptance of the work product as satisfactory does not relieve the Consultant from responsibility for any errors in the work product.
- B. Consultant is an independent contractor and not an employee of City. Consultant acknowledges Consultant's status as an independent contractor and acknowledges that Consultant is not an employee of the City for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Consultant to provide services under this Agreement are employees of Consultant and not of City. Consultant acknowledges that it is not entitled to benefits of any kind to which a City employee is entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of the Agreement, to the full extent of any benefits or other remuneration Consultant receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make as a result of the finding.
- C. The Consultant represents that no employee of the City or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- D. Consultant and its employees, if any, are not active members of the Oregon Public Employees Retirement System.

- E. Consultant certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- F. Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. Indemnity

- A. The City has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Agreement. Consultant represents to the City that the work under this Agreement will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the <DISCIPLINE> profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of an Consultant's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Consultant of any responsibility for design deficiencies, errors or omissions.
- B. Consultant shall defend, hold harmless and indemnify the City, its officers, agents, and employees from all claims, suits, or actions to the extent caused by the alleged negligent or otherwise wrongful acts or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees under this Agreement. This indemnification does not extend to indemnification for negligent or otherwise wrongful acts or omissions of the City. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- C. Consultant shall save and hold harmless the City, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, to the extent caused by the professional negligent acts, errors or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees in performance of professional services under this Agreement. Any design work by Consultant that results in a design of a facility that does not comply with applicable laws including accessibility for persons with disabilities shall be considered a professionally negligent act, error or omission.
- D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Consultant, regardless of the type of claim made against the City. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Consultant unrelated to the quality of professional services provided by Consultant.

8. Insurance

Consultant and its subcontractors shall maintain insurance acceptable to City in full force and effect

throughout the term of this Agreement as detailed in this section. The insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Consultant and its subcontractors shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form with policy limits of at least per occurrence. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement in an amount of \$2,000,000.

B. Professional Liability

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall not be less than \$1,300,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000 and filed on a "claims-made" form.

C. Commercial Automobile Insurance

Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,300,000.

D. Workers' Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage.

E. Additional Insured Provision

The Commercial General Liability Insurance Policy shall include the City its officers, directors, and employees as additional insureds with respect to this Agreement. Coverage will be endorsed to provide a per project aggregate.

F. Extended Reporting Coverage

If any of the liability insurance is arranged on a “claims made” basis, Extended Reporting coverage will be required at the completion of this Agreement to a duration of 24 months or the maximum time period the Consultant’s insurer will provide if less than 24 months. Consultant will be responsible for furnishing certification of Extended Reporting coverage as described or continuous “claims made” liability coverage for 24 months following Agreement completion. Continuous “claims made” coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this Agreement. Coverage will be endorsed to provide a per project aggregate.

G. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days’ notice of cancellation provision shall be physically endorsed on to the policy.

H. Insurance Carrier Rating

Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

I. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Consultant shall furnish a Certificate of Insurance to the City. No Agreement shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the address below ten days prior to coverage expiration.

J. Primary Coverage Clarification

The parties agree that Consultant’s coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Copy of Policy or Certificate of Insurance

A cross-liability clause or separation of insureds clause will be included in the general liability policy required by this Agreement. Consultant shall furnish City with at least 30-days written

notice of cancellation of, or any modification to, the required insurance coverages. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Timothy Gross, PE
Director of Public Works/City Engineer
City of Newport
169 SW Coast Highway
Newport, Oregon 97365

Thirty days cancellation notice shall be provided City by certified mail to the name at the address listed above in event of cancellation or non-renewal of the insurance. The procuring of the required insurance shall not be construed to limit Consultant's liability under this agreement. The insurance does not relieve Consultant's obligation for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

9. Termination Without Cause

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Consultant. If City terminates the Agreement pursuant to this section, Consultant shall be entitled to payment for services provided prior to the termination date.

10. Termination With Cause

A. City may terminate this Agreement effective upon delivery of written notice to Consultant, or at such later date as may be established by City, under any of the following conditions:

- 1)** If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- 2)** If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3)** If any license or certificate required by law or regulation to be held by Consultant, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of Agreement) to Consultant, may terminate this Agreement:

- 1)** If Consultant fails to provide services called for by this Agreement within the time

specified, or

- 2) If Consultant fails to perform any of the other provisions of this Agreement, or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten days or such other period as City may authorize.
- C. If City terminates this Agreement, it shall pay Consultant for all undisputed invoices tendered for services provided prior to the date of termination.
- D. Damages for breach of Agreement shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

11. Non-Waiver

The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder, should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

12. Notice

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

IF TO CITY OF NEWPORT

IF TO CONSULTANT:

Timothy Gross
Director of Public Works/City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365
541-574-3366
t.gross@newportoregon.gov

The date of deposit in the mail shall be the notice date for first class mail. All other notices, bills and payments shall be effective at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

13. Merger

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

14. Force Majeure

Neither City nor Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractors or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. Non-Discrimination

Consultant agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations. By way of example only, Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

16. Errors

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

17. Extra Work

Extra work or work on Contingency Tasks is not authorized unless the City authorizes the additional or contingency work in writing. Failure of Consultant to secure written authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to unauthorized extra work and Consultant shall be entitled to no compensation for the performance of any extra work not authorized in writing.

18. Governing Law

The Agreement is subject to Oregon law. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court in Lincoln County, Oregon.

19. Compliance With Applicable Law

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement, including but not limited to those set forth in ORS 279A, B & C. While all required contractual provisions are included in Exhibit B, Consultant shall be familiar with and responsible for compliance with all other applicable provisions of the Oregon Public Contracting Code.

20. Conflict Between Terms

This instrument shall control in the event of any conflict between terms between this document and the RFP and/or proposal.

21. Access to Records

City shall have access to the books, documents, papers and records of Consultant that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

22. Audit

Consultant shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the Agreement period. Consultant agrees to permit City or its duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

23. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.

24. Industrial Accident Fund Payment

Consultant shall pay all contributions or amount due the Industrial Accident Fund that Consultant or subcontractors incur during the performance of this Agreement.

25. Arbitration

All claims, disputes, and other matters in question between the City and Consultant arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with the Oregon Uniform Arbitration Act, ORS 36.600, et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Lincoln County Circuit Court will establish rules to govern the arbitration.

A claim by Consultant arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the City Board at the Board's next regularly scheduled meeting. At that meeting the Board will render a written decision approving or denying the claim. If the claim is denied by the Board, the Consultant may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the City Board has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the

City has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Board's decision being binding upon the City and Consultant.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement, subject to applicable statutes of limitation, except as set forth above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Consultant to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

26. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Consultant agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party

27. Complete Agreement

This Agreement and any exhibit(s) hereto and any and all Task Orders executed by the parties constitute the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Any waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. In the event of a conflict between the documents comprising this Agreement, interpretation shall occur in the following manner: 1) each individual Task Order; 2) this Agreement and any exhibits hereto; and 3) the RFP and Response. The following exhibits are attached to and incorporated into this Agreement:

- A. Exhibit A – Fees;
- B. Exhibit B – Oregon Public Contracting Code/required contractual provisions
- C. Exhibit C – Consultant of Record RFP and Consultant's Proposal.

28. Miscellaneous

- A. Consultant agrees that news releases and other publicity relating to the subject of this Agreement will be made only with the prior written consent of City.
- B. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of City when using, having access to, or creating systems for any of City's computers, data, systems, personnel, or other information resources.
- C. Consultant will include in all contracts with subcontractors appropriate provisions as required by ORS 279C.580.
- D. Consultant will comply with environmental and natural resources regulations as set forth

in ORS 279B.525 and regulations relating to the salvaging, recycling, composting or mulching yard waste material, and salvage and recycling of construction and demolition debris as set forth in ORS 279B.225 and 270C.510.

By their signatures hereunder, the parties acknowledge they have read and understand this Agreement and agree to be bound by its terms. This Agreement is effective on the date last signed below by a party below:

CITY OF NEWPORT:

Spencer Nebel, City Manager

Date: _____

<CONSULTANT>:

By: _____

Its: _____

Date: _____

EXHIBIT A
CONSULTANT'S FEE SCHEDULE

EXHIBIT B

Oregon Public Contracting Requirements

**ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS
FOR THE PURCHASE OF GOODS AND SERVICES**

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3).
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, “nonresident contractor” means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a “resident bidder” under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.

EXHIBIT C
Consultant's Proposal

Statement of Qualifications for



City of Newport Aquatic Center Architectural Consulting Services

May 1, 2014





Robertson | Sherwood | Architects PC

132 East Broadway, Suite 540
Eugene, Oregon 97401

P (541) 342-8077
F (541) 345-4302



132 East Broadway, Suite 540
Eugene, Oregon 97401

P 541 | 342.8077
F 541 | 345.4302

www.robertsonsherwood.com

April 30, 2014

City of Newport
169 SW Coast Highway
Newport, OR 97365

Attention: Spencer Nebel, City Manager

Re: City of Newport Aquatic Center Architectural Consulting Services RFP

Dear Spencer:

Congratulations on reaching this important community milestone! After years of effort, your community is now ready to move forward with design and construction of the new Aquatic Center. What has never wavered in all these years is the need in a growing community such as Newport to have a vibrant, accessible, community aquatic facility. Now, that need will be met.

The only question in all that time has been: What shall it be? We're sure in the months ahead the nuances of what will be designed will continue to be discussed. Even with the most recent iteration defined for the bond measure over a year ago there are undoubtedly changes to be made. We want to help the City determine what these changes might be.

We are pleased to present you this proposal to outline our understanding and approach, and offer you a team that we believe will provide you with an excellent balance of creativity, experience, and service. We know that aquatic facilities do not lend themselves to cookie-cutter design, that the combination of an interior aquatic and exterior coastal environment provide a unique design challenge, and that aquatic facilities require a good deal of attention during and after the design is complete. We will provide you with the skills and experience to address all of these issues.

To say we are thrilled and excited by this potential opportunity would be an understatement. We are also proud to have been involved in assisting you with planning thus far and know that continuing our work in the Newport community would be a very rewarding experience.

Sincerely,

Carl Sherwood, AIA
Principal

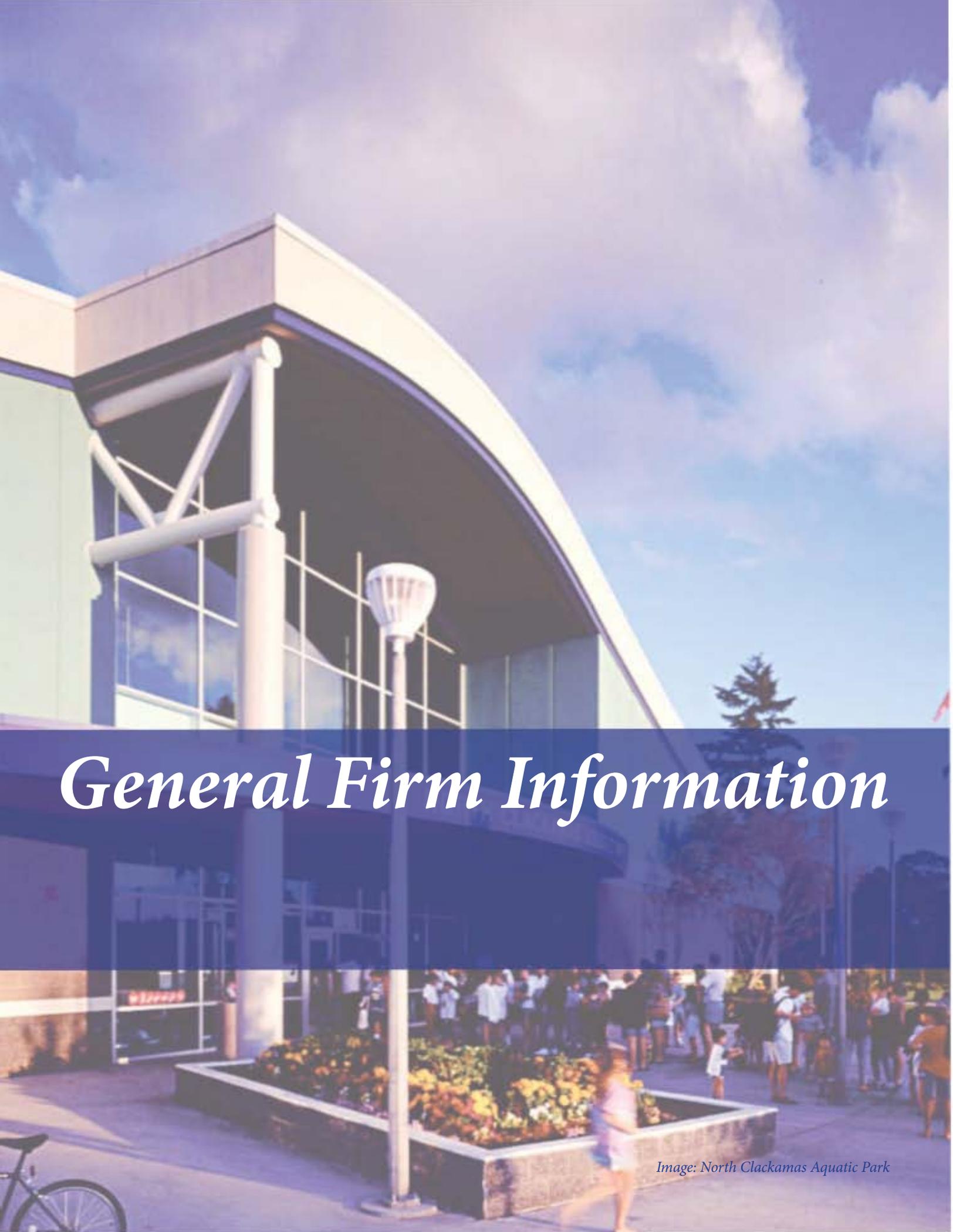
TABLE OF CONTENTS

A. Cover Letter	i
General Firm Information.....	3
B. Project Approach & Understanding.....	7
C. Team Qualifications	11
D. Project Timeline.....	15
E. Project Coordination & Monitoring.....	19
F. Relevant Projects & References.....	22
Appendix.....	33



City of Newport Recreation Center





General Firm Information

Image: North Clackamas Aquatic Park

GENERAL FIRM INFORMATION

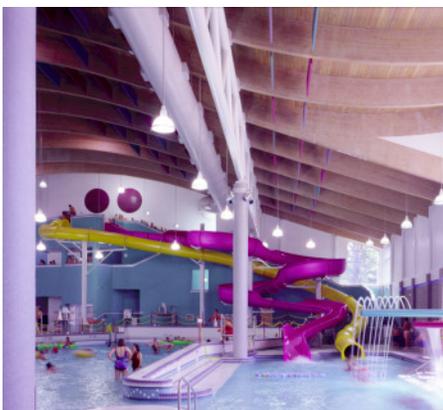


Robertson | Sherwood | Architects pc

We established Robertson/Sherwood/Architects pc (RSA) in 1973 as a general architectural practice offering comprehensive services to clients throughout Oregon. With our staff of professionals and our team of consultants we offer a range of services tailored to meet the unique challenges of each commission and the special needs of each client. We bring to our work an enthusiasm for personal service, dedicated management skills, and innovative and practical design solutions.

As a regional firm that specializes in public projects, we share with our clients a desire to create architecture that lifts the spirit and excels functionally while maintaining good stewardship of the public trust.

We keep abreast of evolving design and construction techniques, and monitor the local availability of materials, assuring that our work is both responsive and practical. We enjoy an enviable reputation for the quality and comprehensiveness of our documents throughout the local construction industry (we employ the latest Building Information Modeling (BIM) software).



North Clackamas Aquatic Park

Contact Information:

132 East Broadway - Suite 540
Eugene, Oregon 97401
Tel (541) 342-8077 - Fax (541) 345-4302
www.robertsonsherwood.com

We purposely limit the size of our office so that the two principals, James Robertson and Carl Sherwood, can have a direct involvement with each project. We have found that a firm of our size is easily capable of undertaking significant work while maintaining a level of personal service we feel our clients deserve.

Carl Sherwood, AIA will be the RSA representative for negotiations with the City of Newport and possesses signature authority for signing any agreement that may result from this proposal.

email: csherwood@robertsonsherwood.com

PROOF OF INSURANCE

Robertson/Sherwood/Architects maintains both professional and general liability insurance policies in the amounts of \$2 million per occurrence and \$4 million annual aggregate coverage. The insurance carrier is Travelers Insurance.

Refer to the Appendix to this proposal for proof of our insurance coverage, including our Worker's Compensation insurance. Proof of insurance for our subconsultants in the amounts prescribed upon request.

FIRM PERSONNEL

Our office has maintained a stable flow of interesting commissions for many years; as a result, our staff has likewise been very stable. This stability has produced a mature and capable staff of project managers, all of whom are architects registered in the State of Oregon. The result for our clients is better service from experienced individuals who provide our principals with excellent technical and service support for our projects. There is no substitute for experience.

Principals:

James M. Robertson, FAIA, FCSI, CCS	Oregon	#1823
Carl R. Sherwood, AIA	Oregon	#2415

Senior Associate:

Randall Nishimura, AIA, CCS	Oregon	#2998
-----------------------------	--------	-------

Associates:

Dave Guadagni, AIA	Oregon	#3247
Brian Hamilton, AIA, CCS, CCCA	Oregon	#3427

Professional Staff:

Scott Stolarczyk, AIA, CDT, LEED BD+C	Oregon	#4578
Lana Sadler, AIA, LEED Green Associate	Oregon	#5551
Becky Thomas, AIA	Oregon	#5937
Mariko Blessing, AIA, LEED AP	Oregon	#6120
Jennifer Rogers, Assoc. AIA		

Support Staff:

Rosie Nice, Office Manager

NONDISCRIMINATION POLICY

Robertson/Sherwood/Architects is an equal employment opportunity company. It is against that policy for any employee to discriminate against an applicant or an employee on the basis of race, religion, color, age, sex (including pregnancy), national origin, veteran status, disability, marital status, sexual orientation, gender identity, or any other classification protected by applicable federal, state, or local laws.

DRUG-FREE WORKPLACE POLICY

Robertson/Sherwood/Architects maintains a strong commitment to providing a safe, efficient, and productive work environment. In keeping with this commitment, the firm has a strict policy regarding the inappropriate use and possession of drugs and alcohol. The firm requires all employees to report to work fit to perform their jobs and prohibit use or possession of alcohol or illegal drugs in the workplace. No employee may use, possess, transfer, distribute, manufacture, be under the influence of, or sell alcohol or any illegal drug while on duty.

OUR WORK AND THE PUBLIC SECTOR

Given our history of work in the public sector we have developed a few opinions about the design of public facilities. We believe one of the responsibilities of public agencies is to provide leadership to the communities they serve. This includes leadership in the development of our built environment, and the future of our communities.

Within this context we believe the most successful public projects are those which engender community pride and spirit while setting an example for functional efficiency, durability, accessibility, aesthetics, energy efficiency, and open public participation in the planning and design process. Furthermore, we believe that much of our work speaks for itself with regard to these design influences.

We strive for creative solutions that exceed expectations. While mindful of the intended use and budget for the facilities we design, we nevertheless design with the goal of creating buildings that will delight, inspire, and improve the lives of those that encounter them. We want our designs to express their function in meaningful and interesting

ways. We want our architecture to relate appropriately to its surroundings.

Good architecture doesn't just happen. It's the result of real effort, dedication, and talent.



Eugene Public Library



Welcome Center, Black Butte Ranch, Oregon



Newport Public Library, Newport



SUSTAINABLE DESIGN:

All of our work is designed along the principles of energy efficiency and sustainability, balancing the need to minimize long-term operational costs with the first costs of construction.

The subject of sustainability, energy conservation and life-cycle costs are best addressed early in the project at the time that scope, quality and cost are first discussed. In today’s environment of limited resources and fiscal restraint, life-cycle considerations are synonymous with sustainable building practices, which we simply think of as good sense. We’re advocates for investments in durable,

quality building materials that are easy to maintain and last for generations.

Our approach to sustainable design is based on an integrated design ethos centered on conservation, integration, and avoiding redundancy. Sustainable features are not supplementary or “add-ons,” and consequently do not increase the cost of construction. The architecture essentially becomes a significant part of the HVAC and lighting systems. The results are buildings that use considerably less energy, cost less to operate, and do not cost more to build. This approach requires strong leadership from the

architect and benefits significantly from a consultant team that has worked together before!

Projects designed by Robertson/ Sherwood/Architects incorporating principles of sustainable to achieve Leadership in Energy & Environmental Design (LEED) certification include the projects listed below. Additionally, RSA designed the Eugene Public Library, Springfield Justice Center, LibertyBank corporate headquarters, and the Veneta Pool bathhouse in accordance with LEED guidelines (in each of these instances, our clients ultimately chose not to pursue formal LEED certification; nevertheless, we designed the projects with the intent of achieving as many LEED credits as possible).

Members of our staff are U.S. Green Building Council LEED Accredited Professionals. Their involvement in pursuing these issues is helping us tie together a sustainable focus with quality design.



**Student Recreation Center
Expansion/Renovation**
University of Oregon
LEED GOLD - IN CONSTRUCTION



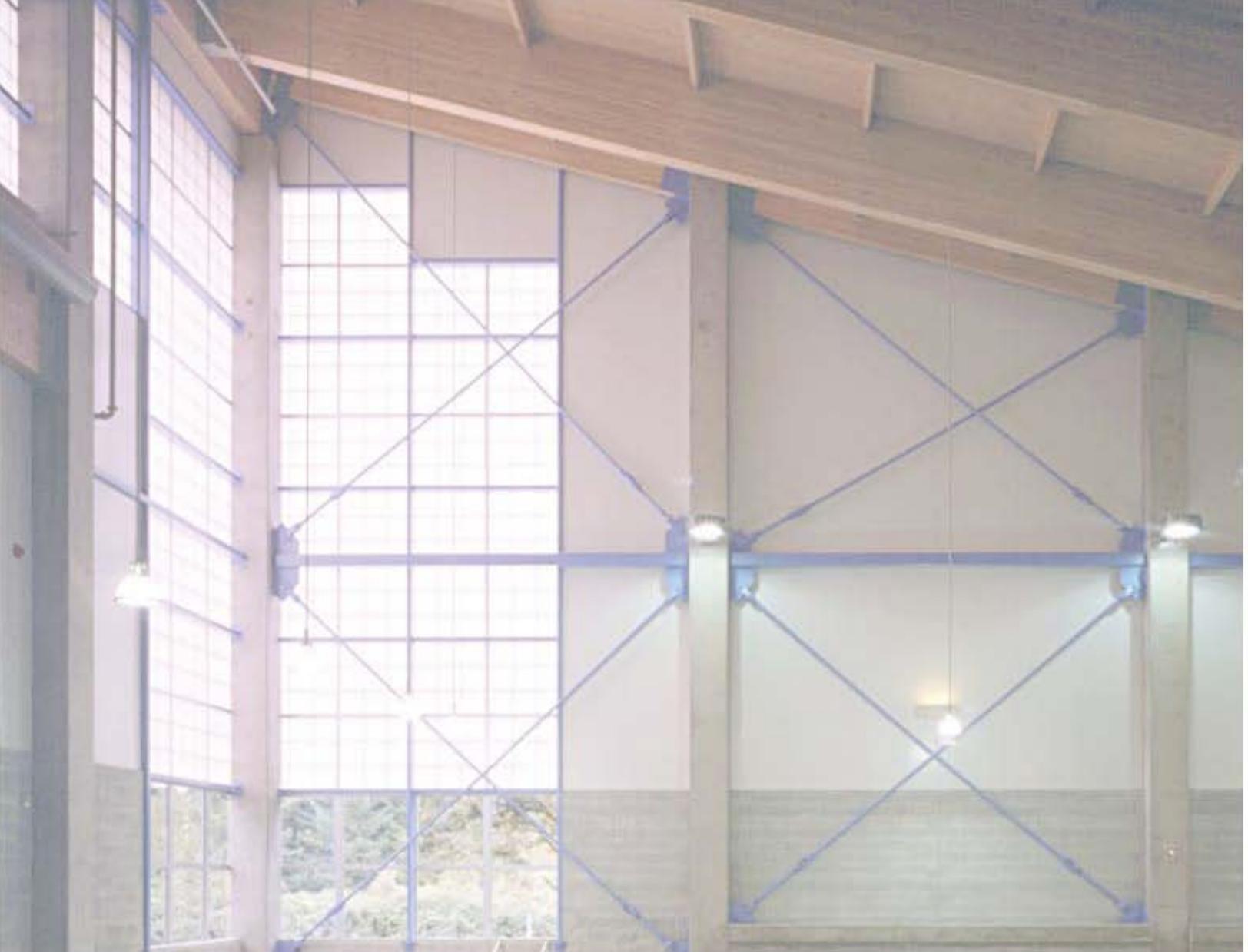
Protected Care Unit
Veterans Affairs Medical Center
Roseburg, OR
LEED SILVER - IN CONSTRUCTION



Regional Health Center
Planned Parenthood of SWOregon
Springfield, OR
LEED GOLD - IN CONSTRUCTION



**Lane Community College
Downtown Campus**
Eugene, OR
LEED GOLD - IN CONSTRUCTION



Project Approach & Understanding



Image: Lively Park Swim Center, Springfield, Oregon

B. PROJECT APPROACH & UNDERSTANDING



Over the past eight years we've worked on both broad and narrow-scope planning efforts associated with the future of public aquatics in Newport. We've helped the Newport community define and articulate its needs for aquatics. In turn, we developed a preliminary design concept for an expansion of the existing Recreation Center to include aquatics.

The fundamental structure of the future Aquatic Center is the multiple-pool concept: two major bodies of water serving a range of needs. As with any architectural problem, we would help derive a design solution from the details and specifics of the functions and activities the facility will accommodate. Swimming pools present an extensive range of both prescribed and flexible parameters.

Note that we do not necessarily regard our preliminary design concept as locked-in. That being said, we are confident our concept is a solid and prudent one, and we are excited to see how it develops. Certainly, we would expect to work extensively with you to refine the design, taking into account your specific preferences, capacity for offering selected programs and activities, and project

parameters. These parameters include available funding, site constraints, and parking & access issues. They will impact decision-making and strongly influence the final program scope, the final design, and how the project will be constructed.

Combining the new aquatic facility with the existing recreation center will undoubtedly prove beneficial to both facilities in the long run. This will especially be true in terms of facility operation, since the costs of staffing, operations & maintenance, and resources for access and parking can all be shared. On the flip side, co-locating the two facilities will undoubtedly present challenges for the access to and from the various program areas, particularly during special aquatic events. We would explore and resolve these issues with you early during the schematic design process. Keeping the recreation center open while construction of the aquatic facility is underway will also present unique challenges. We have addressed this issue on many of the projects we have completed in the past and we're confident we can provide you with the guidance and resources necessary for a successful outcome.



Amazon Pool, Eugene Oregon



WORK PLAN

Every project is unique. A primary reason for engaging as many stakeholders as possible in an effective participatory process is to ensure that our projects are not simply formulaic responses to measurable needs. Instead, our designs reflect the vision, functional requirements, financial resources and operating methods of our individual clients. This enables everyone to be involved in design alternatives being considered and to be aware of their effects on budget and schedule. We pride ourselves on the thorough review and discussion process we use to reach consensus throughout the life of the project.

The development of a work plan is an essential tool and is the means by which we all agree to work together. A good process will have several important characteristics. It will be:

Inclusive: Since the ultimate goal is a project that serves the many, the process must allow for many voices to be heard and considered.

Cumulative: The process should build information and consensus as it progresses.

Educational: Participants in the process should become more and more knowledgeable about the project and understand how, why and when decisions are made.

Measurable: The process should have a metric by which progress can be measured.

Accountable: The process should provide a means of recording the history of the project and the process itself.

DESIGN FOR SPECIAL CONDITIONS

The nuances and challenges of indoor aquatic facility design are in the details. We have been designing natatorium structures for the past 27 years and understand the fundamental principles behind how we detail for high humidity and vapor drive conditions. These details have changed over the years as new materials and methods have been developed.

The same is true for design in the coastal environment. This is a unique setting and the design and detailing of the exterior skin must acknowledge that.

Building for a coastal climate demands that we design with the corrosive effects of salt spray and the threats of hurricane-force winds and heavy rainfall in mind. For example, while they may be adequate in the Willamette Valley, we understand that galvanized iron flashing, downspouts, gutters, and aluminum windows don't last very long at the coast. Instead, much more corrosion-resistant stainless steel or fluoropolymer-coated aluminum are necessary for such components. Likewise, we would need to properly detail the roof assemblies to

resist the uplift forces associated with high winds.

While we have designed public, commercial, and residential facilities on the Oregon coast we do not pretend to have a corner on all of the best practices. Furthermore, as with the natatorium design, these continue to evolve through new materials and methods. Many of the materials and methods that we use in design and construction today we're not available 27 years ago when we designed the new Newport Public Library. Nor do we have the benefit of experience of owning multiple facilities designed over many years that the City of Newport is charged with maintaining. The key, on both counts—interior and exterior design and detailing—is communication: sharing of knowledge, listening and learning. By working together, we can create the best possible facility that meets the needs of the program for the community with the most prudent use of public funds.



Glaze Meadow Recreation Center, Black Butte Ranch, Oregon



PUBLIC ART

We commend the City of Newport’s commitment to sustaining and enriching the tradition of permanently installed public art through its Percent for Arts Program. The incorporation of contemporary art in civic spaces exemplifies how democratic societies benefit from the unique, creative talents of individual citizens.

Robertson/Sherwood/Architects has enjoyed the privilege of collaborating with fine artists on several of our public sector projects. In each instance, our clients followed rigorous policies and procedures to ensure that the quality of the art chosen for incorporation in their projects is of the highest level possible.

Two prime examples of our highly satisfying collaborations with artists and public art committees are the Eugene Public Library and Amazon Pool projects, results of the City of Eugene’s 1% for Art program. We worked closely with the selected artists to ensure their work complemented our architecture and enhanced the overall user experience. The success of both projects is due in no small part to the delight and wonder

elicited by the art integrated into the built environments.

It is our hope that the process of soliciting, vetting, and commissioning of artists will occur concurrently with the architectural design of the Aquatic Center project. That way, opportunities for art will be identified as early as possible in the design process, allowing the architects, engineers, and artists to move forward as a team working toward a common goal. In our opinion, relegating the public art process to the latter portions of the design or

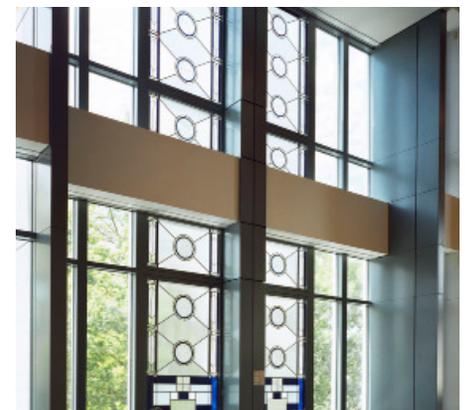
construction process would result in the possible loss of many remarkable opportunities for fruitful collaborations.



Public Art behind Entry Counter at Amazon Pool, Eugene, Oregon



Spray sculptures at Amazon Pool, Eugene, Oregon



Art Glass at the Eugene Public Library



Project Organization & Team Qualifications

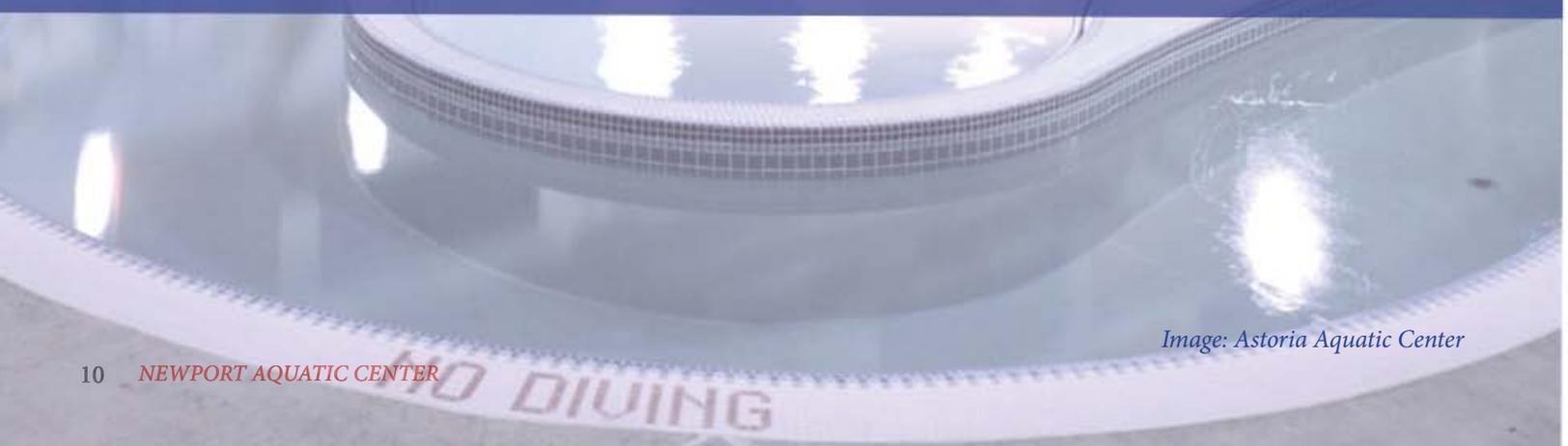


Image: Astoria Aquatic Center

C. TEAM QUALIFICATIONS



Our proposed design and consultant team possesses the creativity, experience and focus on personal service that will be demanded by the Newport Aquatic Center project. Our team members hold expertise in several very important areas:

1. Current, specific planning and design experience with public sector aquatic facilities.
2. A strong reputation for successfully engaging stakeholders in the design process.
3. Proven ability to manage technically qualified design and engineering services to assure integrated design implementation.
4. Experience designing facilities for coastal communities.

We have worked with all of our proposed consultants on aquatic facilities of similar scope. All members of the project team have been contacted about their availability to commit to your project and have responded positively. Collectively, our team is confident of its capacity to complete the work anticipated under the direction of Robertson/Sherwood/Architects.

FIRM	TASKS	PERSONNEL
Robertson Sherwood Architects	<i>Project leadership</i>	Carl Sherwood, AIA
	<i>Operations analysis</i>	Scott Stolarczyk, AIA, LEEP AP
	<i>Architectural design</i>	
	<i>Land use permitting and traffic analysis</i>	
	<i>Public meeting facilitation</i>	
	<i>Bidding period services</i>	
	<i>Construction administration</i>	
Systems West Engineers	<i>Mechanical, electrical, and plumbing design/engineering</i>	Steve Hoffman, PE Jeff Graper, PE
	<i>Commissioning</i>	
Aquatic Design Group	<i>Pool systems design/engineering</i>	Scott Ferrell, AIA
	<i>Structural engineering (pool tanks)</i>	Justin Caron
	<i>On-site start-up assistance</i>	
	<i>Pool operations training</i>	
DCI Engineers	<i>Structural engineering (building)</i>	Matthew Gralund, PE, SE
Architectural Cost Consultants	<i>Construction cost estimating</i>	Stan Pszczolkowski, AIA
To Be Determined	<i>Civil Engineering & Landscape Architecture</i>	



Glaze Meadow Recreation Center, Black Butte Ranch, Oregon

The following is a listing of the key individuals who would comprise the members of our Newport Aquatic Center design team. We've included full resumes for each in the appendix section of this proposal.

Robertson|Sherwood|Architects
<http://www.robertsonsherwood.com>

Tasks: *Project leadership
Operations analysis
Architectural design
Land use permitting and traffic analysis
Public meeting facilitation
Bidding period services
Construction administration*

Carl Sherwood, AIA
Principal-in-Charge

Carl has led the design effort on nearly every one of Robertson/Sherwood/Architects' aquatic facility projects. He would do the same for the Newport Aquatic Center project, as well as serve as the primary point of contact for the design team, make all presentations to staff or City Council, and most importantly bring his decades of aquatic facility design experience to bear. His experience with smaller governmental entities, particularly for the design of aquatic centers, is especially noteworthy, and numbers Oregon communities as diverse as Veneta, Hermiston, Silverton, La Grande, Astoria, Lincoln City, and of course Newport.

Scott Stolarczyk, AIA, LEED AP
Project Manager

Scott assisted Carl with the preparation of the previous architectural concept for the Newport Aquatic Center. He is an outstanding designer and project manager. In addition to working with Carl to oversee the design effort, Scott would also assume primary responsibility for coordinating the efforts of other RSA staff we assign to the project and our consultant team.



Systems West Engineers
Eugene, OR (541) 342-7210
<http://www.systemswestengineers.com/>

Tasks: *Mechanical, electrical, and plumbing design/engineering
Commissioning*

Systems West Engineers, Inc has been the mechanical & electrical consultant of choice for Robertson/Sherwood's aquatics projects for many years. The firm has developed specific expertise in the design of pool circulation, chemical treatment and heating systems, and also of energy efficient heating and ventilation systems so critical to permanent natatorium and bathhouse structures. Other architects and clients have called upon SWE's staff for their expertise in energy management and commissioning services as well.

Steve Hoffman, PE
Mechanical Engineer

Steve possesses over 37 years of experience in the study and design of an unusually wide variety of projects including troubleshooting evaluations, system condition assessments, and the design of central utilities, HVAC systems, control systems, plumbing, and fire protection. He presently leads the mechanical department and serves as project manager for major projects at Systems West Engineers.

One of his specialties is the study and design of indoor and outdoor aquatic facilities including complete water-side and air-side design. His designs recognize the need to provide high quality pool filtration and chemical treatment systems to reduce chloramine formation that affects natatorium air quality. Some chloramine formation will always occur and HVAC systems must be designed to address this issue while remaining energy efficient and resistant to the effects of the corrosive environment.

Jeff Graper, PE
Electrical Engineer

Over 37 years of experience in the study, design, troubleshooting, and commissioning of central utility and building electrical systems including power distribution, lighting, voice/data communications, fire alarm, and security systems. Such projects have been performed for a range of clients at a variety of commercial, institutional, municipal, industrial, and military facilities.

Included in that time is a wide variety of pool projects including condition assessments, existing facility upgrades, and new facility designs.



Aquatic Design Group
Carlsbad, CA (800) 938-0542
<http://www.aquaticdesigngroup.com/>

Tasks: *Pool systems design/engineering
Structural engineering (pool tanks)
On-site start-up assistance
Pool operations training*

Aquatic Design Group (ADG) is a full service aquatic consulting firm. The focus of ADG's services is swimming pool/water feature architecture and engineering for projects of all sizes and located throughout the country. Robertson/Sherwood/Architects and ADG, are currently working together on the Univ. Of Oregon Student Recreation Center Expansion, and ADG has a long history of consulting with communities on a number of challenging pool projects to transform ideas into reality and concepts into completed, fully detailed construction documents.



Scott Ferrell, AIA
Principal

Scott is a registered architect with over thirty-three years of experience in the industry. His field experience consists of survey and layout, engineering site work, general and swimming pool construction, and his extensive design experience includes competitive, recreation and leisure aquatic facilities. He has been responsible for the design of over two thousand, two hundred public and private sector projects. As principal-in-charge of design, Scott would be responsible for production and execution of the overall design process, from concept to completion.

Justin Caron
Vice-President

Prior to joining ADG, Caron spent much of his youth in the pool. Justin was a six-time All American and two-time captain for Auburn University’s swim team, which won four SEC titles and one national championship title while he was there. His unique combination of passion for swimming and technical knowledge enables him to relate to all members during the design process. For Newport, Justin would be responsible for ADG project management, programming, and planning.



DCI Engineers
Eugene, OR (541) 687-0129
<http://www.dci-engineers.com/>

Tasks: *Structural engineering (building)*

With offices located throughout the western United States, DCI Engineers provides each of its projects with the personal service of a small firm backed by the resources of large company. DCI’s Eugene office (previously M.R.Richards Consulting Engineers) was for two decades the structural engineer for most of Robertson/Sherwood/Architects’ aquatic and recreation facility projects. Presently, DCI serves in this capacity for

RSA’s design of the University of Oregon’s Student Recreation Center Expansion project.

Matthew Gralund, PE, SE
Associate Principal, Structural Engineer

Matt Gralund would be the primary structural engineer for the project. His extensive experience includes a variety of long-span structural systems, such as those typical for natatorium enclosures. Matt possesses a uniquely strong ability to coordinate all aspects of the design process, specification writing, and construction management.

Architectural Cost Consultants
Tigard, OR (541) 718-0075
<http://www.architecturalcostconsultants.com/>

Tasks: *Construction cost estimating*

Architectural Cost Consultants provides professional and accurate cost estimating through all aspects of the design phase which is the key to maximizing project scope while remaining within the budget. ACC works with the project team to estimate all disciplines at all levels whether it is a \$250,000 tenant improvement or a \$50,000,000 phased, master plan. Our clients include design professionals, government agencies, school districts, owners and others involved within the construction industry from across the country.

Stan Pszczolkowski, AIA
Cost Estimator

Architectural Cost Consultants would provide cost estimating services for the project. Stan uses his architectural training and background to build realistic, detailed cost models early in the design process. Stan and his staff at ACC would prepare take-offs and pricing for civil, structural, and architectural portions of the work. They would coordinate estimates from other specialists to incorporate into an inclusive and clear project estimate format.

TEAM AVAILABILITY

Robertson/Sherwood/Architects commits to providing the staff necessary to perform the work of this project, and also make our proposed personnel available to respond to City inquiries and/or be onsite within 24 hours. SWE, also experienced in the design of pool systems will be available to support our colleagues from Aquatic Design Group, who are headquartered in the southern California city of Carlsbad, CA. Their immediate availability would be subject to the exigencies of airline scheduling. All of the remaining members of our proposed team are based either in Eugene or the metro Portland area, and are therefore within easy driving distance of Newport.

TEAM MEMBERS TO BE DETERMINED

We have a wealth of outstanding civil engineering and landscape architecture consultants with whom we regularly work with on a wide variety of projects. We’d welcome the City of Newport’s input regarding which of the following firms the City might prefer we bring on board if Robertson/Sherwood/Architects is fortunate enough to secure the Aquatic Center project. All of these consultants have previously worked with the City of Newport and other coastal communities, and have established relationships with the Public Works and Community Development department staffs, so we value the City’s opinion regarding who we might select for these site-related design disciplines:

Civil Engineering:
WH Pacific, Inc.

<http://www.whpacific.com/>

KPFF Consulting Engineers

<http://www.kpff.com/>

Landscape Architecture:
WH Pacific, Inc.

<http://www.whpacific.com/>

DLA Inc.

<http://www.dladesign.com/>

Cameron McCarthy Landscape Architecture & Planning

<http://www.cameronmccarthy.com/>



Project Timeline



D. PROJECT TIMELINE



Careful planning and the creation of a detailed work plan help to ensure that the project can stay on track. If selected, our task would be to assist in evaluating the viability of the stated time frame taking consideration of these issues:

- How long will the approval processes at various stages of the project take? How many entities will participate in these reviews?
- During which season will the bulk of the site work be conducted and how does this affect the construction schedule?
- How elaborate will the permit review process be?
- What is a reasonable number of design iterations to assume during the design process?
- What measures can be taken to accelerate the project schedule to save value to the project?

If we're fortunate enough to be selected in May, our goal would be to complete construction documentation and assist the City of Newport with selecting a general contractor by August of 2015. We imagine construction taking about 12 months. This schedule would allow

the facility to be fully operational by late summer of 2016.

We envision breaking down the project in accordance with the following schedule:

- Pre-design phase: June 2014 – August 2014
- Conceptual/Schematic Design phase: August 2014 – mid-October 2014
- Design Development phase: mid-October 2014 – February 2015
- Construction Documents phase: March 2015 – June 2015
- Bidding Phase July 2015 – August 2015
- Start construction: September 2015
- Staff training/pool systems commissioning: September 2016

We believe this schedule is actually quite generous and could easily be shortened by a few months overall. Reducing the overall project timeline would not only bring the completed facility on line sooner but also save costs related to project financing and overhead as well.

The key to strategizing how to shorten the project duration will be making the topic a primary point of discussion during the

development of the Work Plan (see Page 7 of this proposal document). All of the project stakeholders would be involved in this early discussion, weighing the pros and cons of accelerating the schedule. For example, it would be better to initiate site work during the dry season. This is certainly possible but it would mean the pace of the design process would need to be brisk with key decisions made in a timely manner.

The timeline on the following page spread provides a more detailed outline of the project schedule as we presently see it.



North Clackamas Aquatic Park, Clackamas, Oregon



City of Newport Aquatic Center - Project Timeline

2014

MAY

JUN

JUL

AUG

SEP

OCT

NOV

DEC

PROJECT AWARD

> CONTRACT NEGOTIATIONS

PROJECT AWARD

PRE-DESIGN

> EXISTING PHYSICAL CONDITIONS REVIEW

> OPERATIONS ANALYSIS

> WORKSHOPS

STEERING COMMITTEE MTGS

PUBLIC PARTICIPATION

DESIGN & DOCUMENTATION

SCHEMATIC DESIGN

> DESIGN WORKSHOPS

STEERING COMMITTEE MTGS

PUBLIC PARTICIPATION

\$ SD COST ESTIMATE

> CITY REVIEW & APPROVAL

DESIGN DEVELOPMENT

> DESIGN WORKSHOPS

STEERING COMMITTEE MTGS

3.5 MONTHS

> CITY REVIEW / APPROVAL

PUBLIC PARTICIPATION

1% FOR ART

CONSTRUCTION DOCUMENTS

> BUILDING PACKAGE

> OWNER REVIEW / APPROVAL

SUSTAINABLE DESIGN PROCESSES

ECO-CHARRETTE

PERMITTING & BIDDING

CONDITIONAL LAND USE APPLICATION (IF REQ'D)

STATE OF OREGON PUBLIC HEALTH DIVISION REVIEW

CONSTRUCTION PERMIT REVIEW & RESPONSE

> BIDDING/NEGOTIATION

CONSTRUCTION

BUILDING CONSTRUCTION

> BUILDING CONSTRUCTION

> SYSTEMS COMMISSIONING

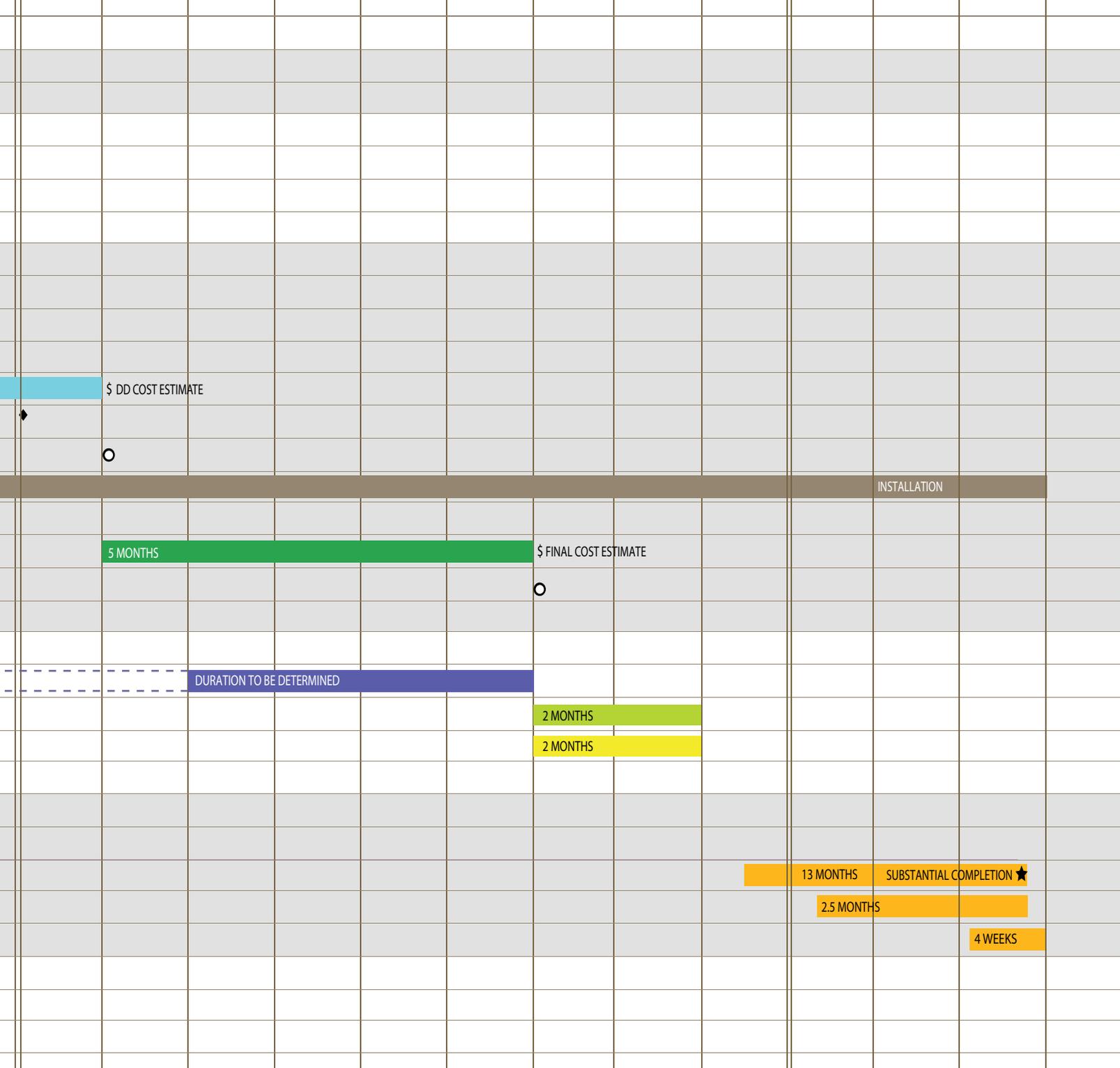
> STAFF TRAINING



2015

2016

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV





Project Coordination & Monitoring

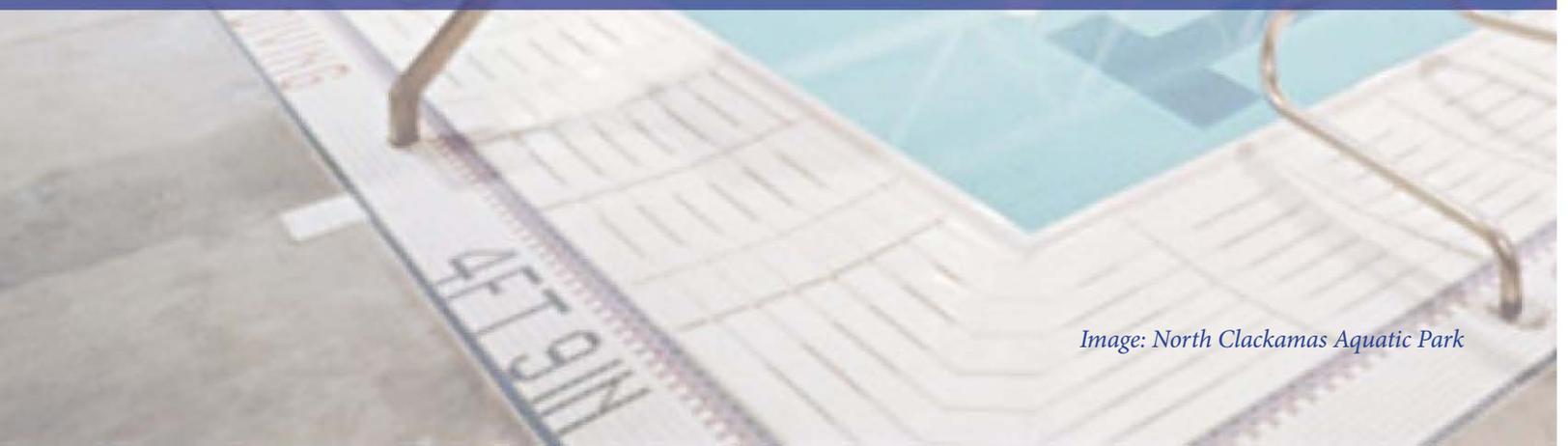


Image: North Clackamas Aquatic Park

E. PROJECT COORDINATION & MONITORING



PROJECT AND SCHEDULE MANAGEMENT

The growing complexity of construction projects, and the regulatory, technological, environmental and societal context in which they arise, emphasize the need for effective project management. Underlying this complexity exist the fundamental concerns of budget, schedule, and quality.

Our ability to manage a given project depends upon clear establishment of responsibility/authority and a mutual understanding of roles. Our duties include facilitation of the decision-making process, management of expectations, and monitoring of progress. If we identify variances in progress on the Newport Aquatic Center project, we will identify the corrective action necessary to keep the project on track.

Even though many people will contribute to the success of a project, the central figures of the project team are the Principal-in-Charge and the Project Manager. They will work closely together to manage the project and balance the design, schedule and budget to meet expectations.

The primary contacts for the client will be Carl Sherwood and Scott Stolarczyk.

Management continuity is essential to the success of a project; a corollary to this is that it is crucial that the client's own representative also remain involved with the project for its duration.

COORDINATION WITH PUBLIC AGENCIES

The design and operation of swimming pool facilities fall under the jurisdiction of the Oregon Health Division and select county health divisions. We enjoy a strong working relationship with the OHD since virtually every pool facility designed in recent years requires one sort of variance or another from the outdated health division rules. The process is not complex and we have become exceedingly familiar with the issues involved.

Variances aren't necessary until well into the final design process, though obtaining preliminary approvals is prudent. We have found that because of the trends within the aquatics industry that many requirements are negotiable and can be addressed in alternate ways.

As part of the data gathering and research process outlined in the work plan we anticipate collecting information from authorities having jurisdiction as part of our code analysis process. This would establish a working relationship with these agencies that would continue to be monitored during the course of the project. We have always established good working relationships with permitting agencies.

COST CONTROL

Cost control is not an issue that can be left for the later phases of a project but is critical to the early program confirmation and conceptual design processes. Cost control begins during these initial steps when management of expectations is most effective.

Our experience with planning and estimating the cost of constructing modern, beautiful, durable, low maintenance aquatic facilities over the past three decades will allow for some confidence in initial cost-planning efforts. Even so, we understand that scope, quality, and cost are inextricably related. Any two of these variables can be controlled during design; the marketplace



takes care of the third. It will be necessary to set priorities among these variables and set acceptable ranges for each. We will assist you with establishing these priorities, which will in turn inform the design process.

We could state the usual cliché about our excellent track record of projects completed on time and on budget, and cite some examples of a few key projects (as we have below, with our last 5 aquatic projects). However, we believe that cost management involves far more than simple bid results. The approach to cost

management for this project will initially focus upon the degree to which the initial budget will meet the project goals as they evolve. Fundamental program decisions must be made within the context of the developing budget.

Once the project moves into the design and construction phase the results of cost planning efforts will be evident. Contingencies must be managed up to and throughout the construction process. While we pride ourselves on producing high quality construction documents, we know that perfect documents

are rarely achieved. We recommend reasonable contingencies to account for both unforeseeable conditions and inconsistencies in the construction documents. Furthermore, for bid work we feel it is prudent to design both additive and deductive alternates into the bid documents to effectively adjust for market conditions, and to take advantage of favorable bids.



Lively Park Swim Center, Springfield, Oregon



Relevant Projects & References

F. SIMILAR PROJECT EXPERIENCE

Since we designed Oregon's first public, leisure-oriented aquatic facility in 1989—the Lively Park Swim Center in Springfield, Oregon—we have provided planning and design services on numerous aquatic and recreation facilities in Oregon. These projects have been representative of the latest developments in aquatic and recreation facility planning.

Our familiarity with aquatic and recreation facility design issues, and our knowledge of key resources in the industry, enable us to offer a high level of professional service to the needs of aquatic facilities. In short, we are well acquainted with the issues many communities face while contemplating the design and operation of aquatic facilities. We also know that it is only through honest, direct, factual communication with key decision-makers that prudent and practical decisions are made.

The list of projects below is representative of the range of aquatic facility projects and studies completed or underway by RSA in the past 5 years. All have been managed by firm Principal, Carl

Sherwood, AIA, as is proposed for your project. All RSA staff are experienced with aquatic recreation facilities, and will be well able to assist Carl in this effort. We've based every project on an integrated approach to analysis and design managed by RSA. Each one balances the issues of aesthetics, function, economy, and technology to achieve the best possible outcome for our clients.

We fundamentally appreciate the desire of public agencies like the City of Newport to offer affordable and accessible aquatic opportunities for their citizens. Yet, we also know the significant challenges presented in the day-to-day operation of aquatic facilities, and the delicate and demanding financial issues that must be addressed. The issues are many: Meeting the varied requirements for competition, recreation, instruction, fitness, and therapeutic swimming. Minimizing expenses, maximizing revenues. Clear water. Clean air. Energy efficiency. Staffing efficiency. ADA accessibility requirements... and the list goes on.

Ultimately it comes down to making key decisions and forging ahead. We are

happy to report that we have worked with many communities throughout Oregon to achieve creative and meaningful results.

Please refer to the brief summaries of just a few of the aquatic facility projects (including references) we have had the opportunity to help create or improve.



- *Black Butte Ranch*
- *Central Oregon Park and Recreation District*
- *City of Astoria*
- *City of Carlton*
- *City of Condon*
- *City of Coquille*
- *City of Dallas*
- *City of Eugene*

- *City of Hermiston*
- *City of Hillsboro*
- *City of La Grande*
- *City of Lincoln City*
- *City of Newport*
- *City of Silverton*
- *City of Vancouver, Washington*
- *City of Veneta*
- *Lebanon Park and Recreation District*

- *Maverick's Fitness, Sunriver*
- *Mountain Park Homeowners, Lake Oswego*
- *North Clackamas Aquatic District*
- *North County Recreation District (Nehalem)*
- *University of Oregon*
- *Willamalane Park and Recreation District*



STUDENT RECREATION CENTER EXPANSION
University of Oregon | Eugene, OR

The project vision for the SRC Expansion and Renovation is to create a facility that meets current needs and plans for future needs for student recreation and academic programming as the university’s enrollment continues to grow. Ultimately the intent of the new construction is to create a durable and attractive, well day lit and energy-efficient structure that will serve the campus community recreation needs for many years to come.

The facility is designed to exceed State Energy Efficient Design (SEED) standards, targeting the UO Model of Sustainable Development, which demands 35% more energy efficiency than Oregon Energy Code requirements. The university also mandated achieving LEED Gold certification.

The project will integrate art into the architecture, to be funded by Oregon’s One Percent for Art in Public Places program.

SIZE
 40,000 sf renovated
 110,000 sf new addition

COMPLETED
 To be completed January 2015
 (on schedule)

CONSTRUCTION COST
 \$50 million (on budget)

OWNER
 University of Oregon
Charlene Lindsay, Project Manager
 (541) 346-5503





VENETA MUNICIPAL POOL

City of Veneta | Veneta, OR

Veneta's municipal pool befell disaster in November 2006 when a perfect storm of events (including a pool empty for cleaning, a sudden and large storm surge, rising pressure from groundwater, and blocked pressure relief valves) led to the concrete shell of the pool popping out of the ground by over two feet! The City retained RSA to design a replacement for this important community facility. Funded by bonds, public funds, and grass-roots community fundraising, the design of this project balances cost with overall benefit, finding ways to provide the best service to the community while keeping overall project costs in check.

RSA positioned the new pool to promote excitement and anticipation upon arrival. The bathhouse serves as a backdrop to the pool activities and is located across a shared parking lot from an existing community center. The two buildings, along with the adjacent city park, create a civic recreation complex.

The bathhouse is a seasonal use building

but RSA designed it to accommodate a future natatorium and year-round pool use. The form is kept simple and functional. A shed roof predominates, allowing for installation of solar heating panels to preheat the pool water. With large louvers and openings on the north and south faces, the form also helps promote natural cross ventilation through the building, and so mechanical ventilation is not required in the majority of spaces. The lobby is topped with a butterfly roof to mark the entrance to the facility. Interior Windows and skylights illuminate the interior spaces, and roof overhangs and canopies control unwanted summer heat.

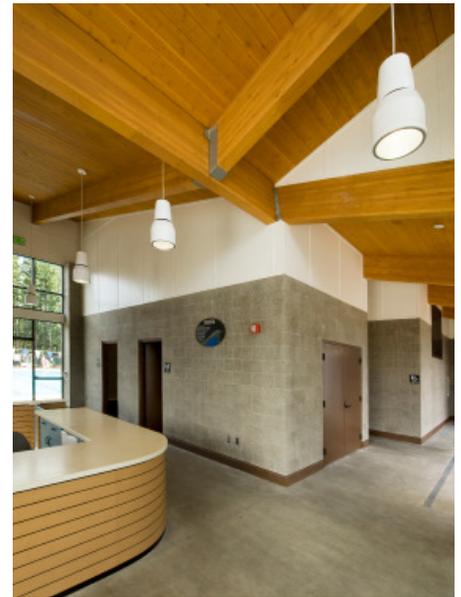
SIZE: 3,375 sf of pool area,
6,000 sf bathhouse

COST: \$2,250,000

COMPLETED: May 2010

CONTACT:

Kyle Schauer, Public Works Director,
City of Veneta, OR
(541) 935-2191





GLAZE MEADOW RECREATION COMPLEX

Black Butte Ranch | Oregon

The new Glaze Meadow Recreation Complex replaces several aging and well-used recreation facilities near the center of the Black Butte Ranch resort. Thoughtfully designed and modestly scaled to respect the unique qualities of the natural ponderosa pine forest setting, the complex expands and enhances year-round recreation opportunities for owners and guests.

The design includes new indoor and outdoor pools, a fitness center, spa/massage therapy center, retail sport shop, bike shop, seasonal snack bar, expanded outdoor playground, and expanded parking. With a goal of sustainable design and energy conservation, RSA designed many of these areas to utilize natural ventilation and daylighting, and include operable windows, skylights or monitors.

Despite the greater range of amenities provided by the new complex, RSA configured the site and program to minimize its impact upon the immediate surroundings. The building plan and a natural rock

outcropping embrace the outdoor aquatic areas, while simultaneously shielding the Glaze Meadow neighbors to the north and east from the bustle of the activities within. The simple forms reassuringly echo the familiar massing and architectural vocabulary of other Ranch buildings. Altogether, the design uses direct, understated means to help preserve a sense of place that is the essence of Black Butte Ranch.

SIZE: 18,500 sf; 6,000 pool area,

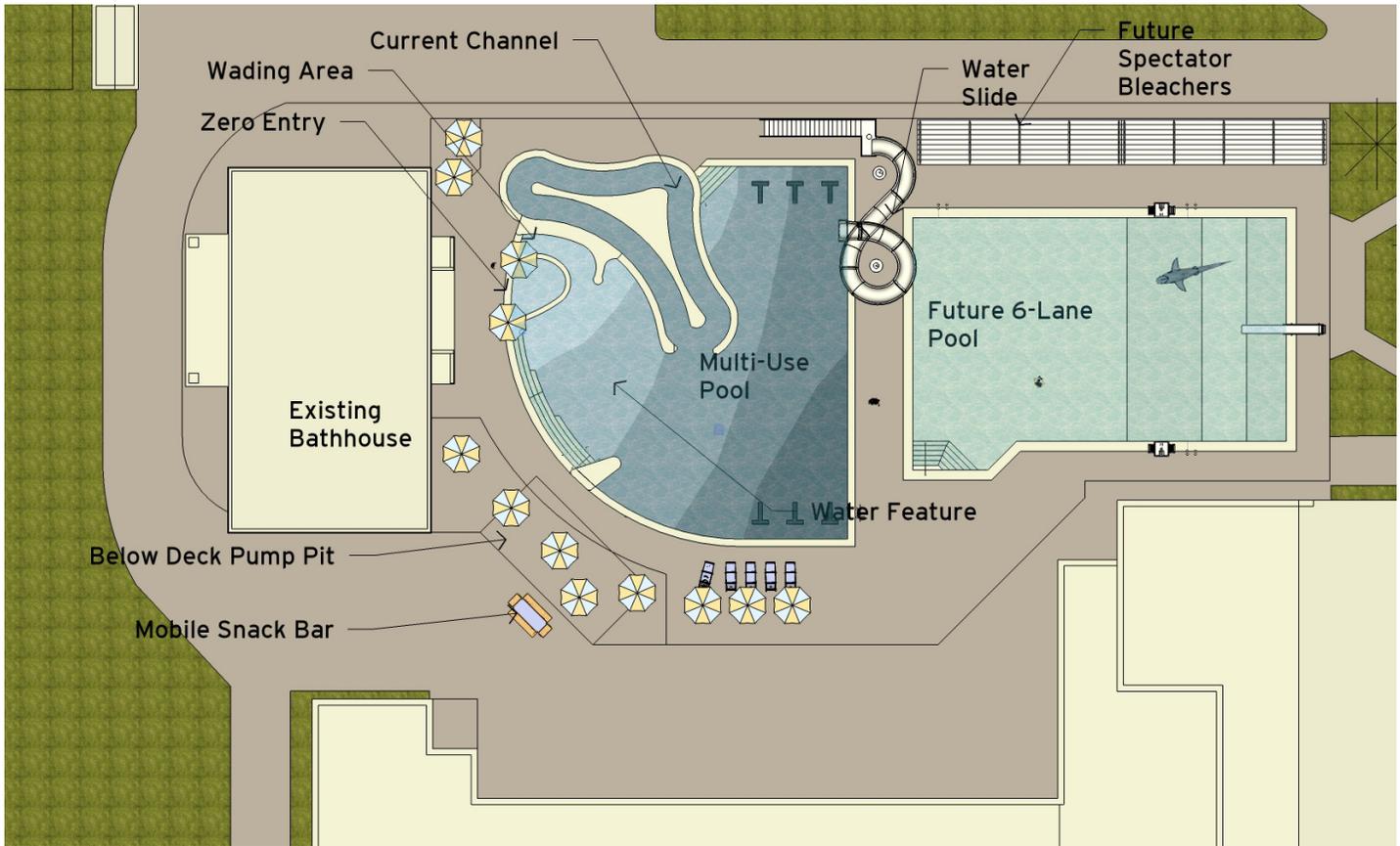
COST: \$6,150,000

COMPLETED: 2007

CONTACT:

Frank Buehler, FITF Project Manager,
Black Butte Ranch Association
(541) 595-1334





COQUILLE COMMUNITY POOL

City of Coquille | Coquille, OR

Robertson/Sherwood/Architects completed conceptual design studies over a 6-year period to develop options for replacement of Coquille's existing outdoor pools.

The 2007 Conceptual Design Study proposed a facility with two primary pools. One was a multi-use warm water pool located closest to the bathhouse, and the second was lap pool located beyond the multi-use pool. This configuration was driven by the desire to keep the shallowest water next to the bathhouse, to maximize safety for children.

The concept of phasing the construction of the pools called this initially proposed arrangement into question, since building the multi-use pool first would eliminate the fitness swimming and water slide that the existing lap pool would have to accommodate. To address this concern, RSA modified the design concept for the multi-use pool to include the water slide, and also to provide three lap lanes during the initial phase of construction.

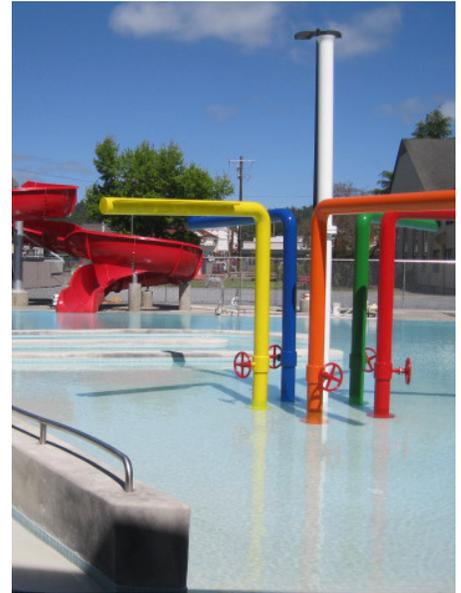
While two pools would create the greatest program flexibility, RSA ultimately proposed a single pool that would initially accommodate as many activities as possible, as long as infrastructure for the future pool could also be incorporated.

SIZE: 4,000 sf of pool area
6,000 sf bathhouse

COST: \$1,750,000

COMPLETED: June 2012

CONTACT:
Terence O'Connor
City Manager
City of Coquille,
(541) 396-2115





NEWPORT POOL CONCEPTUAL DESIGN STUDY
City of Newport | Newport, Oregon

The City of Newport Parks & Recreation Department retained Robertson/Sherwood/Architects in May 2010 to assist with the development of a design for a natatorium addition to the Newport Recreation Center. The purpose of the study was to address the specific requirements of an indoor aquatic facility, as well as consideration of the impact on the existing recreation center activities and operations. RSA subsequently worked with the City in 2013 to update the results of the 2010 study. The result is the current conceptual design that is the basis for the scope of this Architectural Consulting Services Request for Proposal.

The 2010 & 2013 studies superseded an earlier assessment of the current Newport Swimming Pool prepared by RSA. That assessment report summarized recommendations for improvements to the aging facility for continued long-term use, as well as recommendations related to potential facility expansion. Ultimately,

the City acted upon RSA's assessment report with the decision to pursue a replacement facility offering aquatic recreation opportunities at the Recreation Center site.

- SIZE:** 7,000 sf pool area
- COST:** Estimated \$8,000,000
- COMPLETED:** In planning stages
- CONTACT:**
Jim Protiva
 Parks & Recreation Director
 City of Newport
 (541) 265-4855



HERMISTON FAMILY AQUATIC CENTER

Hermiston | OR

Robertson/Sherwood/Architects designed the Hermiston Family Aquatic Center to provide a welcoming, festive atmosphere, which encourages participation in the broad range of offered programs.

The facility takes full advantage of the unique natural features inherent to the site. RSA recognized and embraced the presence of the adjacent rocky butte and smaller rock outcroppings, and the persistent summertime winds, which influenced both choice of materials and site organization.

From the prominent, inviting entry to the smallest detail of finish or amenity, the Hermiston Family Aquatic Center is abundant with things to discover. The facility enjoys a high profile in the community, is a focus of summer community activities, and reflects the value the community places on aquatic recreation.



AMAZON POOL

Eugene | OR

Amazon Pool originally opened in 1957, providing outdoor aquatic recreation activities for the citizens of Eugene. The facility has been in seasonal operation for more than 50 years, thanks in no small part to dedicated community support. Studies undertaken during the 1990's discovered a variety of wear and maintenance issues indicating the facility was nearing the point where major renovation would be necessary. Voters subsequently approved a bond measure to help finance the cost of major improvements.

The new Amazon Pool opened in 2001 and now serves aquatic enthusiasts of all ages, abilities, and interests: waders, recreation swimmers, fitness swimmers, swim teams, water polo players, and learning-to-swim participants and spectators—something for everyone. This focus on providing a broad range of programs was part of a nationwide trend toward increasing the appeal of aquatic recreation and attracting the participation of the entire community.



ASTORIA AQUATICS CENTER

Astoria | OR

The Astoria Aquatics Center provides a comprehensive recreational aquatics program and serves as a destination facility for every member of the family. Numerous aquatic amenities for children and adults make this a true family fun center.

Robertson/Sherwood/Architects endeavored to meet the criteria of a new urban design code under development by the City of Astoria at the time of the project's design. The simple building form with its mix of traditional board and batten siding, metal roof, and concrete masonry responds to the historical context of riverfront industrial building in the area while creating a handsome contemporary addition to the city. Besides the exterior form and materials, a variety of riverfront and maritime themes run through the project, the most notable of which is a large wall mural on the inside of the natatorium.



NORTH CLACKAMAS AQUATIC PARK

Clackamas | OR

The North Clackamas Aquatic Park features five pools including a wave-action pool, diving pool, competition/lap pool, whirlpool, family play area, and a wading pool, as well as three high-rise slides. Orientation is immediate due to the clear organization of the plan and transparency of the lobby. The program for the building was a result of a lengthy interactive process involving Robertson/Sherwood/Architects, park district personnel, and community members.

The wave-like roof shape is a signature gesture that asserts the Aquatic Park's presence as a civic landmark and suggests the nature of the activities to be found within. The shape of the roof is consistent with the major elements of the program, rising and swelling over various zones of the natatorium, the ceiling alternately higher or lower as appropriate to the scale of the pools below. Generous areas of glazing illuminate the spaces and accentuate the rhythmic wave forms, while visually connecting the natatorium to the park surroundings.



LIVELY PARK SWIM CENTER

Springfield | OR

Completed in 1989, the Lively Park Swim Center was Oregon's first leisure pool featuring a wave generator. The center also includes a shallow water family play area, wading pool, splashdown pool for a 135-foot open flume water slide, whirlpool spa, and a 6-lane exercise/lap pool. It operates a recreational, instructional, fitness, and therapeutic aquatics program.

Robertson/Sherwood/Architects patterned the center after similar facilities in Canada, which served as valuable models for determining the best combination of amenities and programs. Accordingly, the Lively Park Swim Center (more popularly known as "Splash!") was targeted toward the majority of recreational swimmers. Research had shown that leisure pool facilities generate greater revenues than traditional pools; accordingly, a heightened recreational experience was RSA's design goal. It affected placement of the lobby and spectator areas, while also influencing the building's fanciful wave-like form.

Budget considerations dictated the use of modest materials, and specific operational issues addressed by RSA included the desire to minimize staffing requirements, limit maintenance costs, and crime prevention through environmental design.



REFERENCES



We encourage you to contact the following clients and contractors to discuss our services and performance on several of our most recent projects:

Clients:

Kyle Schauer

Public Works Director
City of Veneta
(541) 935-2191

Terrence O'Connor

City Manager Director
City of Coquille
(541) 396-2115

Emily Eng

Planning Associate
University of Oregon
(541) 346-5606

Charlene Lindsay

Project Manager
University of Oregon
(541) 346-5503

Bob Keefer

Superintendent
Willamalane Park & Recreation District
(541) 736-4001

Bob Mention

Bond Projects Manager
Lane Community College
(541) 463-5747

Connie Bennett

Library Director
Eugene Public Library
(541) 682-5363

Jim Polston

Project Manager
City of Springfield
(541) 726-3652

Contractors:

Dave Hilles

President
Chambers Construction
(541) 687-9445

Todd Glenz

President
McKenzie Commercial Contractors
(541) 343-7143

Andrew Dykeman

Project Manager
Lease Crutcher Lewis LLC
(503) 209-2035



Appendix





CARL SHERWOOD, AIA **Principal-in-Charge**

Aquatic and Recreation Experience

Carl Sherwood has served as principal-in-charge on all RSA projects involving aquatic and recreation facilities for the past 21 years. In this capacity, he has guided the efforts of RSA staff in serving the needs of numerous municipalities, special districts, and occasional private groups to plan, design and build aquatic recreation facilities. Carl has visited and researched the design and operation of aquatic recreation facilities in the United States and Canada. This base of knowledge has been applied to over 18 aquatic and recreation related projects in the state of Oregon, both large and small, indoor and outdoor, over the past 25 years.

Community Involvement

Virtually every RSA project for a public agency has involved worked in a community or committee facilitation process. Over his 25 years in the profession, Carl has developed the skills and techniques necessary to effectively involve client groups, committees and the public directly in the design process. Carl knows firsthand that effective public involvement at the early stages of the project are important to success. He believes that the design of the process itself is critical to assure effective participation and the building of support throughout the process.

EDUCATION

B.Arch. University of Oregon 1979

REGISTRATION

Oregon #2415

PROFESSIONAL MEMBERSHIPS

Member, American Institute of Architects
Director/Secretary, Architectural Foundation of Oregon 1993-1999
President, Lane Arts Council 1991-1993

PROFESSIONAL EXPERIENCE

Robertson/Sherwood/Architects pc, 1978-Present

REFERENCES

- **Carole Knapel**, Senior Project Manager
(Formerly with City of Springfield)
KPF Consulting Engineers
(541)-684-4902
- **Patricia Krier**
Museum of Natural and Cultural History
(541) 346-5089
- **Frank Buehler**, Project Manager
Black Butte Ranch Facilities I
(541) 595-1334

New Facilities - Planning, Design, Construction

Veneta Community Pool
Lively Park Swim Center; Springfield, OR
North Clackamas Aquatic Park; Milwaukie, OR
Astoria Aquatic Center; Astoria, OR
Dallas Aquatic Center; Dallas, OR
Hermiston Community Pool; Hermiston, OR
Courtsports East Fitness Club; Springfield, OR

Renovated Facilities - Planning, Design, Construction

Amazon Pool Renovation; Eugene, OR
Willamalane Park Swim Center; Springfield, OR
La Grande Veterans' Memorial Pool; La Grande, OR
Courtsports West Fitness Club; Eugene, OR
Mingus Park Pool Renovations; Coos Bay, OR
North Douglas Memorial Pool Bathhouse Renovation; Drain, OR
Lebanon Community Pool Improvements; Lebanon, OR
Silverton Community Pool Renovation; Silverton, OR

Planning Studies and Conceptual Design

Mountain Park Recreation Center Master Plan; Lake Oswego, OR
Prineville Aquatic and Recreation Center; Prineville, OR
Sunriver Recreation Center Planning/Conceptual Design; Sunriver, OR
Willamalane Community Recreation Center; Springfield, OR
Hermiston Aquatic Center; Hermiston, OR
North Clackamas Aquatic Park Expansion Study; Milwaukie, OR
Hillsboro Leisure Aquatic Center; Hillsboro, OR
Tualatin Sports Complex; Tualatin, OR



TEAM RESUMES



SCOTT STOLARCZYK, AIA, LEED AP BD+C

Project Manager - Robertson/Sherwood/Architects , Eugene

Scott graduated in 1997 from the University of Oregon with his Bachelor of Architecture. He worked for two years with a small firm in Galveston, Texas that focused on residential architecture and historic preservation.

Scott is designated as the sustainability specialist in the office, providing feedback on all current projects on how to incorporate green principles in the office's work and providing a repository of knowledge on green solutions.

Scott has been actively involved in the local community to broaden the understanding of green building. He is one the first architects locally to become a LEED Accredited Professional and established the Eugene Branch of the Cascadia Region Green Building Council and an ongoing series of monthly presentations on green building and sustainability.

EMPLOYMENT HISTORY

RSA since 1999
David Watson, Architect 1997-1999

EDUCATION

Bachelor of Architecture, University of Oregon,
1982

REGISTRATION

Architect: Oregon

CERTIFICATIONS

LEED Accredited Professional

MEMBERSHIP

American Institute of Architects
AIA Committee on the Environment
Cascadia Green Building Council
Volunteer Ambassador, Living Building Challenge

REFERENCES

- **Cynthia Pappas**, CEO Planned Parenthood of Southwestern Oregon (541) 344-2632
- **Kyle Schauer**, City of Veneta Public Works Director (541) 935-2191
- **Tom Driscoll**, UO Associate Director of Housing/Director of Food Services (541) 346-2666
- **David Davini**, G Group (541) 465-1600

Aquatic and Recreation Experience

New Facilities - Planning, Design, Construction

Veneta Community Pool
Hermiston Aquatic Center; Hermiston, OR
Dallas Aquatic Center; Dallas, OR

Renovated Facilities - Planning, Design, Construction

Amazon Pool Renovation; Eugene, OR
Willamalane Park Swim Center; Springfield, OR

Planning Studies and Conceptual Design

Newport Aquatic Center Expansion
Hillsboro Leisure Aquatic Center: Hillsboro, OR



MATTHEW GRALUND, S.E.

ASSOCIATE PRINCIPAL

Eugene, Oregon
Project Experience



EDUCATION

B.S., Structural Engineering,
University of Wyoming

M.S., Structural Engineering,
University of Wyoming

REGISTRATION

Civil: Alaska, New Mexico, South
Carolina, South Dakota, and
Washington

Structural: Oregon, Idaho,
Montana, Wyoming

General Post-Earthquake
Inspector: Oregon; Plans
Examiner, Oregon

PROFESSIONAL SOCIETIES

National Council of Engineering
Examiners Society

American Concrete Institute

American Institute of Steel
Construction, Member

Construction Specification
Institute, Willamette Valley
Chapter

PROFILE

Matthew Gralund has over 20 years' experience in the design of structures in the private, educational, government and industrial sectors. His Architectural/Engineering experience and knowledge give him a strong ability to coordinate the structure with architectural, mechanical and electrical systems.

Mr. Gralund is registered in multiple states and has had the responsibility for structural design, specification writing, and construction management. Included in his experience is the creation and refinement of the structural system used on two prototype retirement residences, a system that was implemented on 60 retirement residences across the country.

PROJECT EXPERIENCE

Lane County Public Works – Customer Service Center - LEED®,
Eugene, OR, PIVOT Architecture

Gervais City Hall, Gervais, OR, PIVOT Architecture

Walterville Elementary School Seismic Upgrade, Springfield, OR,
Springfield Public Schools

VAMC Protective Care Unit, Roseburg, OR,
Robertson|Sherwood|Architects

Riverwalk Apartments & Retail, Eugene, OR, Hoviss Development

Lane Community College Building 11 Remodel, Eugene, OR,
gLAs Architects

Chase Crossing Apartments - LEED®, Eugene, OR, gLAs
Architects

Lane Community College Building 10 Renovation and Remodel,
Eugene, OR, Rowell Brokaw Architects

Central Elementary School Seismic Upgrade, Albany, OR, gLAs
Architects

Pacific Northwest Publishing, Eugene, OR, 2fORM Architecture

Dari Mart Expansion, Junction City, OR, TBG Architects

MLK Education Center, Eugene, OR, PIVOT Architecture

Other Engineering Experience

Education Facilities: Six new Elementary Schools, K-12 Additions,
Willamette University Montag Center

Retirement and Assisted Living Facilities: new facilities

Seismic Upgrades & Evaluations: Commercial Buildings,
Supermarket Additions, Medical Office Buildings

Public Buildings: Community Center with Sherriff's Office, Fire
Station Addition, Historical Buildings

JUSTIN O. CARON, M.B.A., Vice-President

Qualifications

Prior to joining ADG, Caron spent much of his youth in the pool. Caron was a six-time All American and two-time captain for Auburn University's swim team, which won four SEC titles and one national championship title while he was there. Caron graduated in 2003 with degrees in communications, psychology and business management and received his MBA with a marketing specialization from Capella University in 2009. He has successfully overseen the completion of over three dozen projects and his unique combination of passion for swimming and technical knowledge enables him to relate to all members during the design process. Mr. Caron is responsible for project management, programming, planning, business development, and communication between the Client, other design professionals, and ADG.



Education

Capella University- Minneapolis, Minnesota – Masters of Business Administration (2009)
Auburn University- Auburn, Alabama – Bachelor of Arts, Communications, Psychology (2003)

Industry Leadership

Educational Sessions Presented at National Conferences:

2012 Athletic Business Conference *“Innovative and Emerging Technologies in Aquatics”*

2012 National Recreation and Parks Association *“ADA & Aquatics, Ensuring Every American Can Enjoy Your Pool”*

2012 National Intramural Recreational Sports Association *“Stop Your Aquatic Facility from Leaking Profits”*

2011 National Recreation and Parks Association *“Balancing Act: Improving Cost Recovery in Aquatic Centers”*

2011 National Intramural Recreational Sports Association *“Energy and Water Efficient Pool Design”*

Professional Affiliations

Certified Aquatic Facility Operator (AFO)

California Parks & Recreation Society

California Parks and Recreation Society Conference Exhibit Committee

College Swimming Coaches Association

Colorado Time Systems Advisory Board

National Recreation & Park Association

Society of Marketing Professional Services (SMPS)

Texas Recreation & Park Society

USA Swimming

Washington Recreation & Park Association

Relevant Project Experience

Challenger Recreation Center Expansion, *Town of Parker*

East Oakland Sports Center, *City of Oakland*

Hamilton Pool, *City of Novato*

Mission Swimming Pool Renovation, *City of San Francisco*

Obregon Park Pool, *County of Los Angeles*

Perris Valley Aquatic Center, *Town of Perris*

Stanford University Recreation Center West, *Stanford University*

University of Oregon Student Recreation Center, *University of Oregon, Eugene*

Waterfront Seattle Pool Barge, *City of Seattle*

SCOTT J. FERRELL, A.I.A., Principal/CEO



Qualifications

Mr. Ferrell is a registered architect with over thirty-three years of experience in the industry. His field experience consists of survey and layout, engineering site work, general and swimming pool construction, and his extensive design experience includes competitive, recreation and leisure aquatic facilities. He has been responsible for the design of over two thousand, two hundred public and private sector projects. As Principal-in-Charge of design, Mr. Ferrell is responsible for production and execution of the overall design process, from concept to completion.

Professional Licenses

Registered Architect - State of California #26222

Award Winning Projects

East Oakland Sports Center- 2012 Athletic Business Facility of Merit
Cal State Northridge Student Union- 2012 Athletic Business Facility of Merit
The Cove Waterpark- 2012 Aquatic International Dream Design Award
Garvey Park Splash Zone- 2012 Aquatics International Dream Design Award
Deanwood Community Center and Library- 2011 Recreation Management, 2011 Innovative Architecture and Design Award
Charlie Sava Pool- 2010 Aquatics International Dream Design Award
Conroe ISD Natatorium- 2010 Aquatics International Dream Design Award
UCLA Spieker Aquatic Center- 2010 Aquatics International Dream Design Award, 2010 Athletic Business Merit Award, 2010 NACDA Showcase Facility Award

Professional Affiliations

American Institute of Architects
California Parks & Recreation Society
International Association of Amusement Parks & Attractions
National Parks & Recreation Association
World Waterpark Association

Relevant Project Experience

Challenger Recreation Center Expansion, *Town of Parker*
East Oakland Sports Center, *City of Oakland*
Hamilton Pool, *City of Novato*
La Pata Vista Hermosa Park, *City of San Clemente*
March Wellness Center, *Oregon Health Sciences University*
Martin Tudor Aquatic Center, *City of Fontana*
Mission Swimming Pool Renovation, *City of San Francisco*
Norman S. Johnson Aquatic Center, *County of Los Angeles*
Obregon Park Pool, *County of Los Angeles*
Perris Valley Aquatic Center, *Town of Perris*
Rosemead and Garvey Park Swimming Pools, *City of Rosemead*
Swanson Aquatic Center, *City of Albany, Oregon*
The Venetian Resort-Hotel-Casino, *Las Vegas*
University of Oregon Student Recreation Center, *University of Oregon, Eugene*
Waterfront Seattle Pool Barge, *City of Seattle*



JEFFREY L. GRAPER, PE

Project Assignment: Principal Electrical Engineer

Years' Experience: 37

Education: BS/1972/University of California, Davis

Registration: 1981, PE/Electrical Engineering, Oregon # 11350
1981, PE/Electrical Engineering, California #10619
1982, PE/Electrical Engineering, Washington #20204

EXPERIENCE AND QUALIFICATIONS

Over 37 years of experience in the study, design, troubleshooting, and commissioning of central utility and building electrical systems including power distribution, lighting, voice/data communications, fire alarm, and security systems. Such projects have been performed for a range of clients at a variety of commercial, institutional, municipal, industrial, and military facilities.

Included in that time is a wide variety of pool projects including condition assessments, existing facility upgrades, and new facility designs.

Following is a select list of project experience:

Aquatic Facilities

- Madras Aquatic Center, Madras, Oregon
- Juniper Swim and Fitness Center, Bend, Oregon
- Amazon Community Pool, Eugene, Oregon
- Coquille Multiuse Pool, Coquille, Oregon
- Oregon State University Women's Building Pool, Corvallis, Oregon
- Veneta Municipal Pool, Veneta, Oregon
- Dallas, Municipal Pool, Dallas, Oregon
- Hermiston Aquatic Center, Hermiston, Oregon
- Willamalane Pool, Springfield, Oregon
- Silverton Municipal Pool, Silverton, Oregon
- Sheldon and Echo Hollow Pools, Eugene, Oregon
- Glaze Meadow Pool, Black Butte, Oregon
- Veteran's Pool, La Grande, Oregon

Bend/LaPine School District

- Kenwood Elementary School Renovation
- LaPine Middle School Mechanical Renovation
- Jewel Elementary School Boiler Replacement
- Bear Creek Elementary School Boiler Replacement

Oregon State University

- LARC HVAC Upgrade
- Wilkinson Hall Laboratory Upgrade
- Dixon Recreation Center – Tennis Pavilion Lighting Upgrade





STEVEN P. HOFFMAN, PE, LEED

Project Assignment: Project Manager and Lead Mechanical Engineer

Years' Experience: 37

Education: BS/1977/Mechanical Engineering, Oregon State University

Registration: 1981, PE/Mechanical Engineering, Oregon #11414
 1980, PE/Mechanical Engineering, California #11972
 1999, PE/Mechanical Engineering, Washington #35502

EXPERIENCE AND QUALIFICATIONS

Over 37 years of experience in the study and design of an unusually wide variety of projects including troubleshooting evaluations; system condition assessments; and the design of central utilities, building heating, ventilating and air conditioning systems, control systems, plumbing, and fire protection with a particular emphasis on energy conservation and sustainable design.

A particular specialty is the study and design of indoor and outdoor aquatic facilities including complete water side and air side design. Water side designs have recognized the need to provide high quality pool filtration and chemical treatment systems to reduce chloramine formation that affects natatorium air quality. Air side designs recognize that some chloramine formation will always occur and HVAC systems must be designed to address this issue while remaining energy efficient and resistant to the effects of the corrosive environment.

Mr. Hoffman presently leads the mechanical department and serves as project manager for major projects at Systems West.

Representative aquatics projects include:

Madras Aquatic Center, Madras, Oregon

HVAC design for 21,100 square-foot municipal aquatic center including a recreational pool, whirlpool, and a 6-lane lap pool. The Center also features a lobby with fireplace and lounge area, 2 multi-purpose meeting/party rooms. Sustainable design features were included throughout the building, maximizing the facility's energy efficiency.

Juniper Recreation Center, Bend, Oregon

Multi-phase renovation and expansion of a 65,000 square-foot municipal aquatic and fitness facility. Work consisted of constructing a new indoor pool with a removable roof, upgrades to the existing indoor pool water system and natatorium HVAC, heating plant upgrades, and remodel and addition of fitness facilities including fitness/weight training, aerobic/dance exercise rooms, locker rooms/shower, offices, meeting rooms, and retail space.



Proof of Professional Liability Insurance



Travelers 1st ChoiceSM

DESIGN PROFESSIONALS LIABILITY COVERAGE DECLARATIONS

POLICY NO. 105635374

Travelers Casualty and Surety Company of America
Hartford, CT 06183

(A Stock Insurance Company, herein called the Company)

Important note: This is a claims-made policy. To be covered, a claim must be first made against an insured during the policy period or any applicable extended reporting period.

This policy is composed of the Declarations, the Professional Liability Coverage, the Professional Liability Terms and Conditions, and any endorsements attached thereto.

ITEM 1	NAMED INSURED: ROBERTSON/SHERWOOD/ARCHITECTS, PC Principal Address: 132 EAST BROADWAY - SUITE 540 EUGENE, OR 97401
ITEM 2	POLICY PERIOD: Inception Date: July 1, 2013 Expiration Date: July 1, 2014 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.
ITEM 3	ALL NOTICES PURSUANT TO THE POLICY MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW: Email: PLclaims@travelers.com FAX: 888-460-6622 Professional Liability Claims Manager Travelers Bond & Financial Products 385 Washington Street, MC 9275-NB08F St. Paul, MN 55102
ITEM 4	COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2: Design Professionals Liability Coverage

ITEM 9	FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE: DPL-1001-1108; PTC-1001-1108; PTC-3037-1108; DPL-2019-1108; PTC-2008-1108
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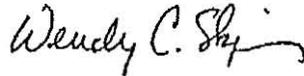
The Declarations, the Professional Liability Terms and Conditions, the Professional Liability Coverage, and any endorsements attached thereto, constitute the entire agreement between the Company and the Insured.

Countersigned By _____

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



Executive Vice President



Corporate Secretary



One Tower Square, Hartford, Connecticut 06183

RENEWAL CERTIFICATE

COMMON POLICY DECLARATIONS
OFFICE PAC
BUSINESS: ARCHITECTS

POLICY NO.: 680-3788M279-TIL-12
ISSUE DATE: 06-27-12

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

ROBERTSON/SHERWOOD ARCHITECTS
132 EAST BROADWAY, #540

EUGENE OR 97401-3186

2. POLICY PERIOD: From 08-19-12 to 08-19-13 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS:

PREM. NO.	BLDG. NO.	OCCUPANCY	ADDRESS (same as Mailing Address unless specified otherwise)
01	01	ARCHITECTS	132 EAST BROADWAY, #540 EUGENE OR 97401-3186
02	01	ARCHITECTS	1111 RAINBOW DRIVE SPRINGFIELD OR 97477

4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:

COVERAGE PARTS AND SUPPLEMENTS	INSURING COMPANY
Businessowners Coverage Part	TIL

5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions.

POLICY	POLICY NUMBER	INSURING COMPANY

DIRECT BILL

7. PREMIUM SUMMARY:

Provisional Premium	\$	2,129.00
Due at Inception	\$	
Due at Each	\$	

NAME AND ADDRESS OF AGENT OR BROKER

SHIPLEY & ASSOCIATES INC CCQ80
P O BOX 12066
PORTLAND OR 97212-0066



SHIPLEY & ASSOCIATES INSURANCE
Professionals serving the insurance needs of professionals

SHIPLEY & ASSOCIATES, INC
PO BOX 12066 3913 NE 20th Ave.
Portland, Oregon 97212
Phone: (503) 282-3444



BUSINESSOWNERS COVERAGE PART DECLARATIONS

OFFICE PAC

POLICY NO.: 680-3788M279-TIL-12

ISSUE DATE: 06-27-12

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

POLICY PERIOD:
From 08-19-12 to 08-19-13 12:01 A.M. Standard Time at your mailing address.

FORM OF BUSINESS: CORPORATION

COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.

COMMERCIAL GENERAL LIABILITY COVERAGE

OCCURRENCE FORM	LIMITS OF INSURANCE
General Aggregate (except Products-Completed Operations Limit)	\$ 4,000,000
Products-Completed Operations Aggregate Limit	\$ 4,000,000
Personal and Advertising Injury Limit	\$ 2,000,000
Each Occurrence Limit	\$ 2,000,000
Damage to Premises Rented to You	\$ 300,000
Medical Payments Limit (any one person)	\$ 5,000

BUSINESSOWNERS PROPERTY COVERAGE

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 500 per occurrence.
 Building Glass: \$ 500 per occurrence.

BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss for 12 consecutive months

Period of Restoration-Time Period: Immediately

ADDITIONAL COVERAGE:
 Fine Arts: \$ 25,000

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

SPECIAL PROVISIONS:

**COMMERCIAL GENERAL LIABILITY COVERAGE
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 01 BUILDING NO.: 01

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUSINESS PERSONAL PROPERTY \$ *Replacement Cost	353,606	RC*	N/A	3.0%

COVERAGE EXTENSIONS:
 Accounts Receivable \$ 25,000
 Valuable Papers \$ 550,000

PREMISES LOCATION NO.: 02 BUILDING NO.: 01

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUSINESS PERSONAL PROPERTY \$ *Replacement Cost	38,026	RC*	N/A	3.0%

COVERAGE EXTENSIONS:
 Accounts Receivable \$ 25,000
 Valuable Papers \$ 25,000

Other coverage extensions apply and may be changed by an endorsement. Please read the policy.





Proof of Workers Compensation Coverage

www.saif.com

OREGON WORKERS COMPENSATION CERTIFICATE OF INSURANCE



CERTIFICATE HOLDER:

TO WHOM IT MAY CONCERN
, OR

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy.

POLICY NO.	POLICY PERIOD	ISSUE DATE
345405	07/01/2013 to 07/01/2014	04/30/2014

INSURED:

ROBERTSON SHERWOOD ARCHITECTS PC
132 E BROADWAY STE 540
EUGENE, OR 97401-3176

BROKER OF RECORD:

LIMITS OF LIABILITY:		
Bodily Injury by Accident	\$500,000	each accident
Bodily Injury by Disease	\$500,000	each employee
Body Injury by Disease	\$500,000	policy limit

DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS:

ALL OPERATIONS

IMPORTANT:

The coverage described above is in effect as of the issue date of this certificate. It is subject to change at any time in the future.

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

AUTHORIZED REPRESENTATIVE

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