REVISED

CITY COUNCIL AND LOCAL CONTRACT REVIEW BOARD MEETING AGENDA

Monday, May 5, 2014 – 6:00 P.M.

Council Chambers

The City Council of the City of Newport and the Local Contract Review Board will hold a meeting on Monday, May 5, 2014, at 6:00 P.M. The City Council and Local Contract Review Board meetings 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. **Proclamations, Presentations, and Special Recognitions**

Any formal proclamations or recognitions by the Mayor and Council can be placed in this section. Brief presentations to the City Council of five minutes or less are also included in this part of the agenda.

A. Proclamation – Police Week, May 11-17, 2014

B. Proclamation – Emergency Medical Services Week, May 18-24, 2014

C. Proclamation – Roque Ales Brewers Memorial Ales Festival, May 16-17, 2014

D. Proclamation – Older Americans Act, May 2014

E. Introduction of the 2014 City of Newport Sister City Student Exchange Delegation to Mombetsu

V. 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 City Council Work Session and Regular Meeting of April 21, 2014 (Hawker)
B. Authorization of the City Manager to Execute a Goods and Services Contract for Tourism Promotion Services with the Greater Newport Chamber of Commerce (Nebel)
C. Confirmation of the Mayor's Appointment of Michael Franklin to the Planning Commission for a term to expire December 31, 2014 (Roumagoux)

VI. Public Hearing

This is an opportunity for members of the audience to provide testimony/comments on the specific issue being considered by the City Council. Comments will be limited to three (3) minutes per person

A. Public Comments & Possible Action on the approval of An Ordinance Amending Chapter 2.05.025(A) of the Municipal Code Related to the Composition of the Airport Committee

VII. 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. Approval of an Amendment to the Interim Operation Procedures for the City of Newport Council Meetings dated January 21, 2014

B. Approve of an Oregon Water Resources Department (OWRD) Water Conservation, Reuse & Storage Grant Agreement, as Amended

C. Status Report – Tourism Facilities Grant Funding

VIII. LOCAL CONTRACT REVIEW BOARD MEETING AGENDA
Monday, May 5, 2014
City Council Chambers

A. Call to Order

B. Extension of Engineer of Records Agreement with Brown & Caldwell Engineers

C. Purchase of Self-Contained Breathing Apparatus from L.N. Curtis & Sons

D. Adjournment

IX. 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.

X. 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.

XI. Adjournment

CITY MANAGER'S REPORT AND RECOMMENDATIONS
CITY COUNCIL AND LOCAL CONTRACT REVIEW BOARD AGENDA
Monday, May 5, 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 will be no work session or Urban Renewal Agency meeting scheduled for Monday, May 5th. The Council meeting will begin at 6:00 P.M. Please note that we intend to hold a work session prior to the May 19th City Council meeting to discuss the status of the City's Parking Districts, as requested by Councilor Allen. Planning Director, Derrick Tokos, will prepare background materials for the May 19th work session.

AGENDA ITEMS

IV. Proclamations, Presentations, and Special Recognitions

A. Mayor Roumagoux will be proclaiming May 11-17, 2014, as Police Week. Receiving the proclamation will be Police Chief, Mark Miranda.

B. Mayor Roumagoux will be proclaiming May 18-24, 2014, as Emergency Medical Services Week. Receiving the proclamation will be Rob Murphy, Assistant Chief/Fire Marshal, Rob Murphy.

C. Mayor Roumagoux will be proclaiming May 16-17, 2014, recognizing the Roque Ales Brewer's Memorial Ales Festival. Receiving the proclamation will be Al Jorgensen, President of Rogue Nation.

D. Mayor Roumagoux will be proclaiming the month of May 2014, recognizing Older Americans. Receiving the proclamation will be Scott Bond representing the Oregon Cascade West COG. Also receiving a like proclamation will be Peggy O'Callaghan, representing the Newport Senior Center. Mr. Bond will make a few comments following the presentation.

V. 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 Regular City Council Meeting and Work Session of April 21, 2014. The minutes are included in the agenda packet reports for your review.

B. Authorization of the City Manager to Execute a Goods and Services Contract for Tourism Promotion Services with the Greater Newport Chamber of Commerce -- At the April 21st Council meeting, the Council accepted the proposal from the Greater Newport

Chamber of Commerce to provide tourism promotion services for the City of Newport from July 1, 2014 to July 1, 2015, with the opportunity to extend the agreement for additional periods of time upon written mutual agreement of both parties. City Attorney, Rob Connell, has drafted a Good and Services Contract for Tourism Promotion Services for the Council's consideration. Please note that this is a change in contract structure from the personal services contract that has been used in the past. In addition to the format change, the contract specifically incorporates the original request for proposals as well as the proposal received from the Newport Chamber of Commerce. This helps provide specific definition as to how services will be provided under this contract. Also the proposal, which is part of the contract, provides that the agreement can be extended for two potential renewal periods of one year each for a total of three years under this Goods and Services Contract. A copy of the contract has been forwarded to Lorna Davis, Executive Director of the Greater Newport Chamber of Commerce. She indicated that she has no objections to the new format. A copy has been included in the agenda packet reports for your review

I recommend that the City Council authorize the City Manager to execute the Goods and Services Contract for Tourism Promotion Services with the Greater Newport Chamber of Commerce.

C. Appointment to Planning Commission -- Confirmation of the Mayor's appointment of Michael Franklin to the City Newport Planning Commission. Mr. Franklin will be filling a vacancy on the Commission, whose term will expire December 31, 2014. A copy of Mr. Franklin's application has been included in the agenda packet reports for your review.

Mayor Roumagoux has reviewed the applicants that were interviewed by the City Council earlier this year for an appointment to fill a vacancy on the Planning Commission created by the resignation of Mark Fisher. Mr. Fisher's term ran through December 31, 2014.

I recommend that the City Council confirm the Mayor's appointment.

Recommended Action:
I recommend that the City Council approve the following motion:

I move approval of the consent calendar for the May 5, 2014 City Council meeting.

Fiscal Effects:
Funding for the Tourism Promotional Services Contract is provided in the proposed budget.

Alternatives:
Any Councilor may have an item on the consent calendar removed and considered separately upon request.

Agenda Packet Reports:
Minutes from City Council Work Session and Regular Meeting of April 21, 2014.
Goods & Services Contract for Tourism and Promotion with the Greater Newport Chamber of Commerce
Application for Planning Commission – Michael Franklin

VI. Public Hearing

Agenda Item: VI.A.
Public Comments & Possible Action on the approval of An Ordinance Amending Chapter 2.05.025(A) of the Municipal Code Related to the Composition of the Airport Committee

Background:
At the April 21st City Council meeting, the Council reviewed a report from the Airport Committee, which suggested allowing for two members of the Airport Committee to be non-residents of the City of Newport. Currently the City Code allows for one member to be a non-resident. During further discussion, concerns were expressed regarding the possibility of having a quorum of three members present at a meeting with two potential nonresidents making recommendations on the expenditure of City tax payer funds relating to the Airport. A suggestion of allowing for a second nonresident to be on the Airport Committee with the expansion of the committee to seven members was ultimately approved by the City Council following discussion on this matter. An ordinance amending the municipal code has been drafted by the City Recorder and reviewed as to form by City Attorney, Rob Connell for Council's consideration.

Recommended Action:
I recommend the City Council approve the following motion:

I move that Ordinance No. 2064, An Ordinance Amending Chapter 2.05.025(A) of the Municipal Code Related to the Composition of the Airport Committee, be read by title only and placed for final passage.

The Mayor will then ask for a voice vote on whether to read the ordinance by title only and place for final passage.

If approved, the City Recorder will read the title of the ordinance.

A roll call vote on the final passage of the ordinance will then be requested by the Mayor and taken by the City Recorder.

Fiscal Effects:
None by approving the ordinance.

Alternatives:
Do not modify the membership of the Airport Committee, modify the membership as recommended by the Airport Committee allowing for two of the five members to be nonresidents, or as suggested by the City Council

Agenda Packet Reports:
Ordinance No. 2064
E-Mail from Rob Connell, City Attorney indicating that the ordinance is approved as to form

VII. City Manager's Report

Agenda Item: VII.A.
Approval of an amendment to the Interim Operating Procedures for the City of Newport Council Meetings dated January 21, 2014.

Background:
At the April 7th City Council work session, discussion ensued on the City Council's policy for holding work sessions. Traditionally the City Council was regularly holding City Council work sessions Monday at noon on the day of regular City Council meetings. This was particularly important during the transitional period between City Managers. Mayor Roumagoux and I have discussed this practice and the Mayor indicated that, in her opinion, it was not necessary for the Council to schedule a work session every Monday at noon prior to City Council meetings. Following this discussion, work sessions have only been scheduled when there was a specific need to meet. Councilor Swanson suggested having a discussion on this policy to determine the wishes of the City Council regarding the holding of work sessions. On April 7th, the Council discussed various pros and cons of regularly scheduled work sessions versus work sessions as needed.

There was a consensus of the majority of Council members following the work session that if a limited amount of time is needed to discuss a work session type item that it could be done just prior to the regular meeting. This would facilitate the schedules of Council members who are juggling work and other obligations better than having two separate meetings on the same day. However, if there was a need for a longer work session, then the Monday noon period would be preserved for that purpose. The City Recorder and I have drafted a policy statement for the Council's consideration. After reviewing the policy statement, and if the Council is supportive of the processes as outlined in the policy statement, then I would suggest that the Council amend the Interim Operating Procedures that were adopted by the City Council on January 21st. Please note that the Interim Operating Procedures are scheduled for review, and incorporation as part of the Council Rules at the June 2, 2014, City Council meeting. That would be an appropriate time to formally amend the Council Rules regarding work sessions as well. The interim operating procedures suggested for work sessions are as follows:

AMENDMENT TO THE INTERIM OPERATION PROCEDURES FOR THE CITY OF NEWPORT COUNCIL MEETINGS DATED JANUARY 21, 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.

Recommended Action:
I recommend the Council approve the following motion:

I move that the Interim Operating Procedures for the City of Newport Council meetings, dated January 21, 2014, be amended to include revised provisions as to the holding of work sessions by the City Council as provided in the City Manager's Report for the May 5th agenda meeting.

Fiscal Effects:
None

Alternatives:
Not apply the policy or as suggested by the City Council

Agenda Packet Reports:
None

Agenda Item: VII.B.
Approval of an Oregon Water Resources Department (OWRD) Water Conservation, Reuse & Storage Grant Agreement, as amended.

Background:
At the April 7, 2014, regular Council meeting, authorization was granted to the Mayor to sign on behalf of the City of Newport an agreement that would provide $250,000 in funding to continue the seismic stability and retrofit feasibility study on the Big Creek Dams. The agreement has since been reviewed by the Department of Justice and several minor revisions were made to the original agreement. Although the revisions are non-substantive, the City's Attorney advised returning the agreement to the City Council for approval of the agreement as amended.

Recommended Action:
I recommend that the Council approve the following motion:

I move that the Mayor be authorized to execute an agreement as revised from the April 7th City Council meeting with the Water Conservation, Reuse and Storage Grant Program, for the Oregon Water Resources Department for funding in the amount of $250,000 for the Big Creek Dams, No. 1 and No. 2, seismic stability and retrofit feasibility study.

Fiscal Effects:
The City Council has previously authorized participation in this grant program and the grant amendment does not impact the City's fiscal responsibilities for this project. Funding has been appropriated for this work.

Alternatives:
None recommended

Agenda Packet Reports:
City Council agenda item summary from Tim Gross, including agreement with revisions noted to the original agreement authorized by the City Council on April 7th.

Agenda Item: VII.C.
Status Report. -- Tourism Facilities Grant Funding.

Background:
The Tourism Facilities Grant Review Task Force has met, and has modified the original dates when applications are due for the Tourism Facilities Grant funding. As you will recall, this is the remaining $100,000 from the City's Room Tax Fund that had been earmarked for this purpose by the City Council in previous years. The City Council restored this funding as part of a budget appropriation earlier this fiscal year. The revised deadline for applying for a Tourism Facilities Grant is June 30, 2014, by 5:00 P.M. The Task Force made several adjustments to the language in the document, and is proceeding this program as outlined.

Recommended Action:
None

Fiscal Effects:
The $100,000 is being carried over in the proposed budget to fund these grant applications as requested by the City Council

Alternatives:
None

Agenda Packet Reports:
See Press Release and Tourism Facilities Grant Program Instructions

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VIII. Local Contract Review Board

Agenda Item: VIII.B.
Extension of Engineer of Records Agreement with Brown & Caldwell Engineers

Background:
The City Council authorized an engineering services agreement with Brown & Caldwell to serve as Engineer of Record for Wastewater Engineering Services. The original contract expired April 12, 2013, and Amendment No. 1 extended the contract date to April 12, 2014. Public Works Director, Tim Gross, is requesting that the agreement be extended to for one additional year.
Brown & Caldwell is currently involved heavily with the City on the Agate Beach Wastewater Improvement Project, the Wastewater System Master Plan and other ongoing projects. The proposed contract extension would bring the contract time frame to a five year mark. At that point, the City will be required to advertise publically for these services. A qualifications based competitive selection process would then be initiated. The only modification to the agreement is an adjustment of the fee schedule, which is allowed on an annual basis in accordance with Section 3A of the Master Agreement.

Recommended Action:
I recommend that the City Council approved the following motion:

I move that the City Manager be authorized to execute Amendment No. 2 to the Engineering Services Agreement with Brown & Caldwell, dated April 12, 2010, extending agreement through April 12, 2015.

Fiscal Effects:
Funds are appropriated for these engineering services.

Alternatives:
None recommended

Agenda Packet Reports:
City Council agenda item summary from Tim Gross on consultant of record contract extension, Including the Amendment No. 2

Agenda Item: VIII.C
Purchase of Self-Contained Breathing Apparatus from L.N. Curtis & Sons for the Newport Fire Department

Background:
The Fire Department was successful in getting a FEMA Assistance to Fire Fighters Grant to replace obsolete self-contained apparatus for the department. The grant was in the amount of $189,525 with the local appropriation of $35,000 in matching funds being required to cover this cost. The purchase is being made through the FireRescue Group Purchasing Organization, which is recognized by FEMA as compliant with purchasing and bidding requirements. State law allows City's to participate in group purchasing consortiums for these types of acquisitions.

Recommended Action:
I recommend that the City Council approved the following motion:

I move that the Fire Chief be authorized to purchase 38 self-contained breathing apparatus and 38 air bottles along with the associated equipment, for the amount not to exceed $224,525, with the purchase being conducted through the FireRescue Group Purchasing Organization under Contract VH11277.

Fiscal Effects:
Funding has been appropriated and planned to be expended in the current fiscal year for this purchase, with the FEMA AFG Grant equaling $189,525 and City providing $35,000 in matching funds for these costs.

Alternatives:
None Recommended

Agenda Packet Reports
Enclosed is a Local Contract Review Board Agenda Item Summary for May 5th from Fire Chief Paige for the purchase of SCBA units

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This concludes the City Manager's report and recommendations for the May 5, 2014, City Council meeting.

Respectfully Submitted,

Spencer R. Nebel
City Manager

IV.A.

PROCLAMATION – POLICE WEEK
MAY 11-17, 2014

WHEREAS, the Congress and the President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the members of the law enforcement agency of the City of Newport play an essential role in safeguarding the rights and freedoms of the citizens of Newport; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression and intimidation; and

WHEREAS, the Police Department of Newport has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service;

NOW THEREFORE, I Sandra Roumagoux, by the authority vested in me as Mayor of the City of Newport, call upon all citizens of Newport and all patriotic, civic and educational organizations to observe the week of May 11 through 17 as Police Week, with appropriate ceremonies in which all of our citizens may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of Newport to observe Thursday, May 15, 2014, as Peace Officers Memorial Day in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Newport to be affixed this 5th day of May 2014.

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Sandra Roumagoux, Mayor

IV.B.

PROCLAMATION – EMERGENCY MEDICAL SERVICES WEEK

MAY 18-24, 2014

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

THEREFORE*,* I Sandra Roumagoux in recognition of this event do hereby proclaim the week of May 18-24, 2014, as EMERGENCY MEDICAL SERVICES WEEK*,* With the theme, EMS: One Mission One Team, I encourage the community to observe this week with appropriate programs, ceremonies and activities.

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Sandra Roumagoux, Mayor

PROCLAMATION
RECOGNIZING THE ROGUE ALES BREWER'S MEMORIAL ALE FEST

WHEREAS, Newport, Oregon is home to the world headquarters of Rogue Ales; and

WHEREAS, For the past five years, Rogue Ales Brewery has hosted the Brewer's Memorial Ale Fest in honor of Brewer, the Rogue's Chairman and resident black lab who passed away in May 2006; and

WHEREAS, This festival is a fundraiser that benefits Oregon dog charities, including: Central Oregon Coast Humane Society; Friends of the Lincoln County Animal Shelter; Oregon Coast Therapy Animals; Lincoln County Animal Shelter; Newport Police Department K-9 Unit; and the White Wolf Sanctuary; and

WHEREAS, The festival is held inside the Rogue Brewery where Brewer grew up, and where dogs will have an opportunity to participate in events such as Doggie Musical Chairs, Dog Dancing, a Celebrity Dog Look-a-Like; and a dog/human fashion show; and

WHEREAS, Canine attendees will also enjoy sampling a variety of dog food; checking out dog accessories; and taking a bath at the dog washing station overlooking scenic Yaquina Bay; and

WHEREAS, Canines will be able to address concerns about their human companions with a behavioral trainer; and

WHEREAS, The Brewer's Memorial Ale Fest is the largest dog-beer festival in the world, with something for dogs and their humans, including participation by local artisans, restaurants, and musicians;

Now, Therefore, I, Sandra Roumagoux, Mayor of the City of Newport, Oregon, do hereby proclaim May 16 and 17, 2014 to be Brewer's Memorial Ale Fest Days in the City of Newport, and encourage residents and visitors alike to participate in the 8th annual Brewer's Memorial Ale Fest honoring and recognizing the life of Brewer, Rogue's Chairman.

Dated this 5th day of May, 2014.

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Sandra N. Roumagoux, Mayor

IV.D.

A Proclamation
Older Americans Month 2014

Whereas, 14,827 citizens includes citizens ages 60 and older make their home in Benton county, 24,898 in Linn county, and 14,202 in Lincoln county; and

Whereas, the City of Newport is committed to helping all individuals live longer, healthier lives; and

Whereas, the older adults in Newport have made countless contributions and sacrifices to ensure a better life for future generations; and

Whereas, we recognize the value of injury prevention and safety awareness in helping older adults remain healthy and active; and

Whereas, our community can provide opportunities to enrich the lives of individuals young and old by:

- Emphasizing the need to take action to safeguard themselves from unintentional injuries where they live, work and socialize
- Providing information on avoiding leading causes of injury for older adults – falls, motor vehicle-related incidents, suffocation, medication overdose, and fire/burns
- Helping older adults take control of their safety and wellbeing

Now therefore, I, Sandra Roumagoux, Mayor of the City of Newport, Oregon, do hereby proclaim May 2014 to be Older Americans Month. We urge every resident to take time this month to recognize older adults and the people who serve and support them as powerful and vital individuals who greatly contribute to the community.

Dated this 5th day of May, 2014

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Sandra Roumagoux, Mayor

V.A.

April 21, 2014
5:15 P.M.
Newport, Oregon

CITY COUNCIL WORK SESSION

Councilors present: Roumagoux, Beemer, Busby, Allen, Sawyer, and Swanson. Saelens was excused.

Staff present: Nebel, Hawker, and Tokos.

Media present: Dave Morgan from News Lincoln County.

Roumagoux called the meeting to order.

Roll was taken.

1. Nebel reported that a feasibility study had been authorized on the possibility of creating a new urban renewal district north of the bridge. He noted that the report in the packet outlines several options that could be pursued if Council wishes to proceed with that effort. He stated that a question had arisen about how the districts capture funds for use in the districts. He distributed a summary of a tax bill and explained the entries. He noted that a question had also arisen as to why tax bills for areas that are not in South Beach appear to indicate that part of the tax is going to the South Beach Urban Renewal District. Nebel reported that this is actually the amount of money captured from taxpayers in the district, but allocated out across the city. Tokos presented a brief overview of the feasibility study, noting that the study was a key recommendation from the economic opportunity analysis. He added that the study indicated a general sense that the focus area to be US Highways 101 and 20. Tokos noted that the Planning Commission played an active role in identifying the boundaries of the three options and project lists that are included in the study. He added that the Planning Commission asked that this information be shared with the different taxing entities and returned to the Planning Commission for a recommendation prior to going forward to Council for formal action. Tokos added that this is a feasibility study, and if the idea moves forward, there would be a separate public outreach process for putting the plan together. A discussion ensued regarding growth that was assumed in the feasibility study. A discussion ensued regarding timelines and process for forming a district. Tokos noted that if Council wishes to proceed with forming a new district, there would be public hearings before the Planning Commission and City Council, and that he would anticipate a task force or workgroup to develop project lists. He added that this process would take six to nine months. Roumagoux suggested including the tax bill and explanation on the website. Council agreed to move the agenda item forward.

Having no further business, the meeting adjourned at 5:47 P.M.

April 21, 2014
6:00 P.M.
Newport, Oregon

The City Council of the City of Newport met 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. Saelens was excused.

Staff present was City Manager Nebel, City Recorder Hawker, Community Development Director Tokos, Public Works Director Gross, and Police Sergeant Sarazin.

PLEDGE OF ALLEGIANCE

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

PROCLAMATIONS, PRESENTATIONS, AND SPECIAL RECOGNITIONS

Proclamation – Distracted Driving Awareness Month. Roumagoux declared the month of April as Distracted Driving Awareness Month in the city. Sarazin received the proclamation.

CONSENT CALENDAR

The consent calendar consisted of the following items:

A. Approval of minutes from the City Council work session and regular meeting of April 7, 2014.

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

COMMUNICATIONS

OCCA Presentation on the Management of the Performing Arts Center and Visual Arts Center. Hawker introduced the agenda item. Catherine Rickbone, Executive Director of the Oregon Coast Council for the Arts, distributed a handout of the presentation. She reviewed OCCA's activities for the 2012/2013 fiscal year. She discussed: the OCCA and city partnership; the contract for services; the return on investment; the OCCA management team; the OCCA mission; the OCCA management; the background of the buildings; promotions; facility usage; events; the PAC construction; the Steinway grand; the HVAC timing system; the Baldwin grand; the remodel/expansion of the PAC; energy-efficient lighting at the PAC; the HD projection system at the PAC; the new OCCA website; the COVAS showcase at the VAC; online ticketing and digital box office; young artists having roots at the PAC; the status of the remodel project at the PAC; the VAC visioning

process; the VAC steering Committee; and the impact of arts tourism on the economy. Rickbone responded to Council questions. Nebel reported that the agreement between the city and OCCA would appear on an upcoming agenda for Council consideration.

Economic Development Alliance of Lincoln County – Consideration of Resolution No. 3669 – Adopting an Enterprise Zone Boundary Change. Hawker introduced the agenda item. Nebel reported that in 2010, Lincoln County, Lincoln City, Toledo, Waldport, and Newport jointly applied for an Enterprise Zone which was formally approved by the Director of Business Oregon in July 1, 2010. He stated that properties included in the enterprise zone are eligible for a three to five year property tax exemption based in part on the increase in the employment generated by these investments within the zone. He added that Lincoln City is requesting boundary changes to the Lincoln County Enterprise Zone as it relates to the City of Lincoln City. Nebel stated that in order to request these changes, the Economic Development Alliance of Lincoln County, as the local zone manager, is required to prepare and submit the technical memorandum to Business Oregon verifying the requested boundary changes to the Lincoln County Enterprise Zone. He added that Resolution No. 3669 has been prepared for the Council's consideration of this request. He noted that similar resolutions are being requested of the cities of Toledo, Waldport, and Lincoln City, as well as Lincoln County. Nebel stated that the requested changes have no impact on the zone's boundaries within the City of Newport. He recommended that Council approve Resolution No. 3669.

Caroline Bauman, Executive Director of the Economic Development Alliance of Lincoln County, distributed a handout delineating the boundaries of the enterprise zone. She explained the request and responded to questions.

MOTION was made by Beemer, seconded by Sawyer, to adopt Resolution No. 3669 which adjusts the boundaries of the Lincoln County Enterprise Zone within Lincoln City, and authorizes the Economic Development Alliance as the local zone manager to prepare and submit a technical memorandum to Business Oregon, verifying that the requested boundary changes comply with the requirements of ORS 285c.115 for consideration of approval by the Director of Business Oregon. The motion carried unanimously in a voice vote.

Consideration of a Request from the Airport Committee to Amend the Municipal Code Section 2.05.025 to Allow for Two Non-Residents on the Airport Committee. Hawker introduced the agenda item. Nebel reported that the Airport Committee has requested that Council consider modifying the municipal code regarding membership on the Airport Committee. He stated that Newport Municipal Code Section 2.05.025 provides that the Airport Committee shall consist of five full members allowing one of these members to be a non-resident of the city. He noted that the Airport Committee voted unanimously to request that Council consider modifying the code to allow for two of the five seats to be filled by non-residents. He added that under this scenario, there will still be a majority of seats held by city residents, and that this would allow a greater pool of candidates to apply to fill Airport Committee seats. Nebel stated that it is important not to lose perspective that the airport is operated and supported by the taxpayers of the city. He added that he also thinks it is not necessary for every member of the Airport Committee to be a pilot or a hangar lessee at the airport. He stated that it is good to get a broad-based membership on this Committee to look at all aspects of how the airport impacts the city and the county.

He added that there was discussion at today's staff meeting relative to increasing the membership from five to seven members. Nebel recommended that the City Council authorize the development of an ordinance amending Section 2.05.025 of the Municipal Code allowing for two members of the Airport Committee to be non-residents of the City of Newport. Swanson noted that she would support the recommendation if the size of the Committee increased to seven. Busby noted that the Committee has had a vacancy for the last six months. Beemer suggested that some of the Airport Saturday barbecue attendees might make good Committee members. Busby noted that not all members need to be pilots. Sawyer stated that the vacancies are difficult to fill, and Busby noted that he thinks things will change. Continued discussion ensued regarding the residency and numbers of Committee members.

MOTION was made by Busby, seconded by Beemer, to direct staff to develop an ordinance amending Section 2.05.25 of the Newport Municipal Code allowing for two members of the Airport Committee to be non-residents of the City of Newport, and to increase the number of members on the Committee to seven, with that ordinance being presented at the May 5, 2014 City Council meeting. Allen stated that he has reservations but will support this to see whether it will work. The motion carried unanimously in a voice vote.

Interim Report from the Business License Work Group on the Business License Review. Hawker introduced the agenda item. Nebel reported that at the December 16, 2014, City Council work session, a discussion ensued regarding the formation of a business license review group to examine the city's current business license ordinance. He stated that a motion was passed to form a subgroup of the City Council that would consist of Councilors Busby and Saelens, along with staff designated by the City Manager and possibly a Planning Commissioner, to look at proposed revisions to the business license ordinance and return to Council with recommendations. He added that since February, Councilors Busby and Saelens, along with Planning Commission members Mark Fisher and Rod Croteau, with support from Derrick Tokos, Bob Gazewood, Dustin Kittel, and himself, have reviewed the existing business license ordinance.

Nebel reported that Busby had raised the initial question as to whether the city should have a business license ordinance at all. He added that the consensus of the work group is that there is value in having a business license and that the discussion should focus on those elements of the business license ordinance that may require further refinement and/or definition as part of this process. He noted that the work group then reviewed each part of the ordinance and identified a list of issues that may require further discussion by the work group and ultimately the City Council, including:

1. Three separate definitions included in section 4.05 of the municipal code for "business" "person" and "rental agreement property." In addition, some provisions should be moved out of definitions into exemptions to licensing, including the 20-hour rule.
2. Removal of language from the ordinance regarding the establishment of fees; and allow the City Council to establish fees by resolution.
3. Discussion on how multiple physical locations should be handled by the business license code.
4. There are several provisions under "applications" and "issuance" that should be revisited relative to the timing issue when application is made; what constitutes an actual business license; and what is a transient or temporary business versus a brick

and mortar type operation. There also needs to be discussion about signing and dating business licenses issued by the city.

5. Under administration, there should be a review of incorporating administrative rules within the ordinance.
6. Under denial or revocation, there should be discussion as to the ramifications of "may" and "shall" as it impacts existing business licenses.
7. There should be discussion regarding additional enforcement for noncompliant businesses.
8. Discussion should occur on the relationship of other licenses or requirements that a business may need to obtain as it relates to the business license issued by the city (OLCC, professional licenses, contractor licenses, etc.).

Nebel reported that these are the primary issues that the work group feels should constitute the review of the ordinance. He added that if Council concurs with this list, the work group is willing to continue its efforts in identifying potential clarifications or changes to the ordinance regarding these matters. He stated that prior to proceeding with further discussions, the work group wanted to confirm that these efforts are on track with the Council's expectations.

Nebel stated that additionally, there were discussions as to whether the work group can continue its evaluation as constituted, or whether Council may want to set up a more formal review group with posted meetings. He added that there was discussion among the work group members at the last meeting that there could be some benefit in further defining the issues prior to soliciting public involvement with this effort. He noted that if the Council chooses, Council could have the work group continue to work in the areas previously identified to provide a more formal report back to City Council on modifications to the business license ordinance. Nebel reported that he had discussed the meeting issues with City Attorney, Rob Connell, and was advised that if a group is meeting and expected to report back directly to the City Council, the meetings should be handled under the Oregon Public Meetings Law requirements. He added that if the group is expected to report to an administrative official, the meetings could be handled administratively and would not necessarily be subject to the Oregon Public Meetings Law. Allen noted that the intent was to create an advisory group to Council, and as such, it is subject to public meeting laws including notices and minutes. Busby stated that he would like to leave the list open for additional items. Nebel noted that the work group wanted to ensure that the listed issues are important to Council, and if so, would continue working on those issues.

MOTION was made by Busby, seconded by Beemer, that the City Council authorize the Business License Work Group to develop specific alternative language based on the list of items identified in the City Manager's Agenda Report and any additional items that may be identified going forward, and request that the work group provide a detailed report on specific modifications that the Council could consider to the business license code, with public input occurring after receipt of the report, but prior to any deliberation by the City Council. The motion carried unanimously in a voice vote.

CITY MANAGER REPORT

Acceptance of Proposal from the Greater Newport Chamber of Commerce for Tourism Promotional Services. Hawker introduced the agenda item. Nebel reported that in February, a request for proposals for tourism promotional services was issued, with proposals due by March 20, 2014. He stated that the proposal is to provide tourism

promotional services to the city for the time period beginning July 1, 2014 and ending June 30, 2015 with two potential one-year renewal periods for a total potential commitment of three years. He noted that the Greater Newport Chamber of Commerce is proposing an amount for the services outlined in their scope of services of $172,500 from the city, while the proposal states that the city will receive estimated services in the amount of $334,550. He stated that annually, funds are appropriated from the Room Tax Fund for this purpose, and the cost for the city will remain the same as it was with the last contract that was entered into with the Chamber on July 1, 2011 of $172,500 per year. He stated that the proposal indicates that the estimated cost of other Chamber programs related to tourism is estimated at $435,600 which benefits the city and surrounding areas. Nebel noted that the Chamber and the city have a shared goal to improve the economic outlook of the community for tourism promotion and development, and by all accounts, the Chamber has done an excellent job in fulfilling these services during the current contract period. He recommended that Council approve the proposal.

Lorna Davis, Executive Director of the Greater Newport Chamber of Commerce, appeared and responded to Council questions.

MOTION was made by Beemer, seconded by Sawyer, that the proposal for tourism promotion services from the Greater Newport Chamber of Commerce be accepted and that the City Manager develop an agreement between the City of Newport and the Greater Newport Chamber of Commerce for the provision of tourism promotion services in the amount of $172,500 per year, which will be effective July 1, 2014, for a one-year period, with the option of renewing the agreement for two additional one-year periods for Council approval. Allen asked about the form of agreement and whether there were any suggested changes. Nebel reported that the agreement is under review by the City Attorney and would likely be placed on the consent calendar of the next regular meeting. The motion carried unanimously in a voice vote. Swanson requested a copy of the Chamber's Business Communique on a regular basis.

Consideration of Amendment No. 1 to the City of Newport-Seal Rock Water District Urban Services Agreement. Hawker introduced the agenda item. Nebel reported that the city entered into an intergovernmental agreement with the Seal Rock Water District in 2007 that expanded the city's water service area including much of South Beach. He added that one of the most significant issues that was not addressed in the original agreement was the withdrawal of properties from the water district. He noted that the Seal Rock Water District has approved various general obligation bonds for improvement to its water system, impacting the properties that are being served by the city, but have not been withdrawn from the district, and that even though these properties are now served by the city, they are continuing to pay property taxes to the water district that includes recent bonds from 2011 and 2012 to finance improvements that are not of benefit to the properties served by the city. Nebel stated that the water district recognizes that this is unfair to the city's water customers that are no longer benefiting from the improvements made by the water district to their system. He added that Amendment No. 1 to the City of Newport/Seal Rock Water District Urban Services Agreement address this fairness issue by not holding the property owners or the city responsible for any bonding that has occurred since the city took over the water service in 2008. He stated that it is also important to note that the amendment is not, in and of itself, a change in the status of properties that are provided water service from the city, but are still within the boundaries

of the Seal Rock Water District. Nebel reported that the agreement lays out the framework for allowing those properties to withdraw from the water district. He added that it would be the city's intent to collectively work with the property owners that are served by the city and located within the incorporated city limits who wish to withdraw from the Seal Rock Water District in a single action, and that this will facilitate the process for Lincoln County, the city, and the Seal Rock Water District at some point in the future.

Nebel reported that the city will be responsible for the general obligation bond debt that occurred prior to 2008, for those properties located within the city, but that would withdraw from the water district. He noted that as of July 1, 2014, this would amount to $35,301.52. He added that a separate process would occur for those properties outside the incorporated area of the city, but served by the city's water system. Nebel noted that those debt obligations can be passed on to those properties in future efforts when those property owners withdraw from the Seal Rock Water District. He stated that the amendment clarifies ambiguities as to the exact location of the two boundaries between the two water service providers, as well as authorization by both the city and the district to provide service in other areas with the appropriate written consent.

Nebel noted that he appreciates the significant efforts by Tokos and the Seal Rock Water District in addressing these inequity issues that have affected property owners that are provided water by the city but remain in Seal Rock Water District. He recommended approving the amendment to the Urban Services Agreement. Tokos distributed two handouts and noted that the water district is also represented tonight. He reported that the Seal Rock Water District Board approved the agreement that is before Council this evening. Tokos responded to questions regarding the withdrawal and annexation process

MOTION was made by Swanson, seconded by Sawyer, to adopt Amendment No. 1 to the 2007 Urban Services Agreement between the City of Newport and Seal Rock Water District and authorize the Mayor to execute said document, as included in this agenda packet. The motion carried unanimously in a voice vote.

Approval of Franchise Extension Agreement between the City of Newport and Falcon Telecable I/k/a Charter Communications. Hawker introduced the agenda item. Nebel reported that the city entered into a five-year franchise agreement with Falcon Telecable, locally known as Charter Communications, on April 22, 2008. He noted that in September of 2013, the Council approved an extension to the agreement to allow time for negotiation of the new agreement between the city and the cable company. He stated that the city has been utilizing Speer Hoyt to negotiate a new franchise agreement with Charter. He noted that Speer Hoyt has been working with a consortium of other cities to develop new master agreements with Charter Communications. He added that Charter is willing to agree to a nine-month extension, in order to try and conclude negotiations on the franchise, and that Speer Hoyt has reviewed the extension and recommends its approval by the City Council. Busby asked whether there were companies that are alternatives to Charter that are interested in serving the City. Nebel reported that he has not had an opportunity to review the matter but will look at the various issues as a part of the negotiation process.

MOTION was made by Sawyer, seconded by Busby, to approve the franchise extension agreement between the City of Newport and Falcon Telecable, locally known as Charter Communications, which extends the franchise agreement to January 21, 2015 and to direct staff to continue to work with Speer Hoyt in negotiating a new franchise

agreement with Falcon Telecable, l/k/a, Charter Communications which will be brought to City Council for future consideration and approval. The motion carried unanimously in a voice vote.

Status Report on OLCC-Licensed Establishments. Hawker introduced the agenda item. Nebel reported that at the last City Council meeting, a report was requested from the Police Chief as a follow-up to the concerns in 2013 about three OLCC-licensed establishments. He noted that the packet contains a memo outlining actions that followed this meeting. He added that Chief of Police, Mark Miranda, is unavailable this evening, but if additional information is necessary, he can update Council at a later meeting.

LOCAL CONTRACT REVIEW BOARD MEETING

The April 21, 2014 meeting of the Local Contract Review Board was called to order and roll was taken.

Approval of Task Order No. 12 with Civil West Engineering Services, Inc., for Design Services for the SW Abalone/Brant Street Improvements. Hawker introduced the agenda item. Nebel reported that the city has been working with the Oregon Museum of Science and Industry (OMSI) as well as other property owners to address various future street issues that are part of the Coho-Brant Neighborhood Plan. He noted that Task Order No. 12, will provide survey, design, and construction phase engineering services for the extension of SW Abalone Street from the curve of Abalone at Safe Haven Hill south to SW 35th Street; the extension of SW 30th Street between Abalone and Brant Streets; upgrade of SW Brant Street from 30th Street to South Jetty Road; to a full urban section, and the upgrade of SW 27th Street between Brant and Abalone Streets. He added that this action is premised on the approval of Order No. 2014-1, which the Urban Renewal Agency approved at its meeting earlier this evening, to allow the City of Newport to construct these improvements on behalf of the Urban Renewal Agency. He recommended approval of the task order.

MOTION was made by Beemer, seconded by Busby, that the City Council, acting as the Local Contract Review Board, authorize the City Manager to execute Task Order No. 12 with Civil West Engineering Services, Inc. for design and construction engineering services for street improvements in the Coho-Brant neighborhood for the amount of $204,274. The motion carried unanimously in a voice vote.

RETURN TO CITY COUNCIL MEETING

The City Council resumed its regular meeting.

REPORT FROM THE MAYOR AND COUNCIL

Roumagoux reported that she attended a recent meeting of the Bicycle/Pedestrian Advisory Committee. She noted that there was a good conversation about the fit of this Committee with the Public Works Department, and that the Committee goals fit better with the Parks and Recreation Committee. She added that from the conversation, the

Committee seems amenable. Nebel reported that he would review this issue and report back to Council

Roumagoux reported that she welcomed attendees to a recent port conference that was attended by port staff from British Columbia, Washington, Oregon, and California.

Roumagoux reported that she participated in an Oregon Mayor's Association board meeting by telephone. She noted that Lorna Davis had sent photographs of the damaged Seafood and Wine Festival tent which will be published in the next OMA newsletter.

Roumagoux reported that she attended the COMES 25th anniversary celebration at the Pacific Maritime and Heritage Center. She noted that Allen and Nebel also attended.

Roumagoux reported that she attended a recent OCCC Budget Committee meeting. She noted that OCCC had hired a new president, Birgitte Ryslinge.

Roumagoux reported that she attended the LOC workshop, Leadership in Turbulent Times. She noted that also attending were Allen, Swanson, and Rob Murphy.

Roumagoux read a letter that she had received from the Arbor Day Foundation congratulating the city on obtaining the "Tree City USA" status.

Sawyer reported that he attended a recent meeting of the Destination Newport Committee. He noted that the Committee is going to hold a strategic planning meeting between now and July 1. He added that the group supported several advertising opportunities, and accepted a tourism promotion grant from the Newport Symphony.

Sawyer reported that OSP Trooper Fitch will soon be released from the hospital but will have a lengthy rehabilitation.

Swanson reported that she attended the recent LOC workshop and found it informative and valuable.

Busby reported that the Public Arts Committee meeting was cancelled due to lack of a quorum.

Busby thanked Protiva, Sawyer, and Dave Morgan for organizing the tribute to the F/V Seeker.

Beemer reported that Rob Bovett was the speaker at the recent Chamber lunch. He added that Bovett talked about the medical marijuana law and its evolution through the legislature.

Beemer reported that he attended the recent Marine Science Day at HMSC. He added that he had been invited by a doctoral student who has performed research on whale DNA.

Beemer reported that he plans to attend the Port meeting tomorrow night.

Allen reported that the attended the recent meeting of the Technical Advisory Task Force. He added that the bioaccumulation study has been finalized, and a presentation will be made to Council at the May 19 meeting. He stated that when the final report is available, it would be posted on the website. He noted that OSU will be issuing the press release on the study, and Georgia-Pacific will distribute a separate press release.

Allen reported that he attended the open house for the Oceanview/Nye Beach force main project.

Allen reported that he attended a recent OCZMA meeting at which ocean and wave-energy related issues were discussed. He noted that also discussed were: ocean mapping; territorial sea plan; and the status of some wave energy businesses.

Allen reported that he attended the COMES 25th anniversary celebration.

Allen reported that he attended Marine Science Day.

Allen reported that he attended a recent FINE meeting at which discussions, similar to those at the OCZMA meeting, occurred.

Allen reported that the LOC workshop was good, and during the workshop, he met an official from the City of Woodburn. He stated that Woodburn distributes a weekly on-line newsletter and suggested staff examine the possibility of an e-newsletter for the city. Nebel noted that he would take a look at the concept after the budget cycle is completed.

Allen reported that he, Roumagoux, the Nebel's, and the Protiva's represented the city at the recent Chamber of Commerce banquet.

Nebel reminded Council that the volunteer dinner would be held tomorrow.

Nebel reminded Council that the first Budget Committee meeting is next Wednesday, and that the budget document would be distributed later this week.

Sawyer thanked Gross and Sarazin for sending staff to the jetty during the F/V Seeker event.

ADJOURNMENT

Having no further business, the meeting adjourned at 7:45 P.M.

_____ _____

Margaret M. Hawker, City Recorder Sandra N. Roumagoux, Mayor

V.-B.

CITY OF NEWPORT

GOODS AND SERVICES CONTRACT

Tourism Promotion Services

BASED UPON the quotes submitted in response to the Request for Proposals for Tourism Promotion Services, as issued and administered by City of Newport (City), Greater Newport Chamber of Commerce (Contractor) hereby enter into a contract for services in accordance with the specifications and quote provided.

All terms of the following exhibits are hereby incorporated by reference into this Contract, and Contractor agrees to comply with each:

(1) Exhibit A - Request for Proposals
(2) Exhibit B - Contractor Proposal
(3) Exhibit C - Oregon Public Contracting Requirements for Goods and Service Contracts

1. Term. The term of this Contract shall extend from July 1, 2014 to July 1, 2015 unless extended for additional periods of time upon written mutual agreement of both parties. Notwithstanding this Term, City reserves the right to terminate this Contract as outlined in this Agreement.

2. Scope of Work. Contractor shall provide all materials, labor, equipment, and all other services, and facilities necessary for the services specified in the attached Exhibits A and B (Project). Work shall be completed within one year of the date given in the Notice to Proceed.

3. Compensation.

   3.1 Basis of Payment. Contractor shall complete Project as defined above and in the attached exhibits for the prices in Exhibit B, with an estimated total fee of $172,500.

   3.2 Invoices. Payments shall be based upon Contractor's invoices submitted to City, detailing the previous month's fees and costs.

   a. City will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice or Project. If there are no such disputes, City shall pay the invoice amount in full within thirty (30) days of invoice date, subject to a five percent (5%) retainage to be paid only after full performance and acceptance by City.

   b. If City fails to make any payment due Contractor for services and expenses within thirty (30) days of the date on Contractor's invoice therefore, late fees

will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

4. Permits. City will be responsible for obtaining all permits, approvals, and authorizations necessary for Contractor's performance.

5. Termination for Convenience.

   This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

6. Termination for Cause. City may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

   6.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

   6.2 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 Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

   6.3 If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

7. Termination for Default. Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for equipment installed and services performed in accordance with the manner of performance as set forth in this Contract.

8. Remedies. In the event of breach of this Contract, the parties shall have the following remedies:

   8.1 If terminated under paragraph 7 by City due to a breach by Contractor, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to City the amount of the reasonable excess.

   8.2 In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.

   8.3 If City breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

   8.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

   8.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor shall immediately cease all activities related to the services and work under this Contract.

9. Standard of Care. Contractor warrants that the work to be performed pursuant to this Contract shall be done in a good and workmanlike manner and will conform to the highest standards prevalent in the industry or business most closely involved in providing the equipment and services City is purchasing.

10. Reports. The Contractor shall provide City with reports as detailed in Contractor's proposal, at a minimum of once per year, outlining the Project progress, issues of concern and budget status.

11. Change Orders. Contractor and City reserve the right to order changes to the equipment and services to be provided herein. Contractor and City shall determine a fair and equitable cost and, if required, additional time for such changes. All such changes shall be ordered and agreed to in writing by both parties.

12. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Contract.

Contractor warrants that its employees assigned to this Contract shall maintain necessary confidentiality.

13. Security and Substance Check. Contractor agrees that each of its employees and subcontractor's employees involved in this Project may, at the option of City and in compliance with Contractor policy, be subject to a security background check and/or substance abuse testing.

14. Access to Records. For a period of not less than three years after City's final payment to Contractor, Contractor shall permit the City, the State of Oregon and the Federal Government (if State or Federal funding is involved) to have access to all books, documents, papers and records of Contractor which are pertinent to the Services provided hereunder for purposes of audit, examination, excerpts and transcripts. Contractor shall retain those records for at least three years, or until litigation is resolved if litigation is instituted.

15. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

CITY:	CONTRACTOR:
City of Newport 169 SW Coast Highway Newport, Oregon 97365 Phone: 541.574.0613	Greater Newport Chamber of Commerce 555 SW Coast Highway Newport, Oregon 97365 Phone: 541.265.8801

16. Warranty. Contractor's warranty is as stated within Exhibit B. Contractor further warrants that all materials, equipment, and/or services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, that material and equipment shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by City shall not alter or affect the obligations of Contractor or the rights of City.

17. Insurance. Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the Contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

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

17.1. Commercial General Liability Insurance. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

Coverage	Limit
General Aggregate	$1,300,000
Products-Completed Operations Aggregate	$1,300,000
Personal & Advertising Injury	$1,300,000
Errors & Omissions	$1,300,000
Each Occurrence	$1,300,000
Fire Damage (Any one fire)	$50,000
Medical Expense (Any one person)	$5,000

17.2. Commercial Automobile Insurance. Contractor shall also obtain, at Contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than $1,200,000.

17.3. Workers' Compensation Insurance. The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either 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 or employers that are exempt under ORS 656.126. 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. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than $500,000 each accident.

17.4. Additional Insured Provision. The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City as an additional insured with respect to this Agreement.

17.5. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage of Contractor's insurance without 30 days prior written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days prior notice of cancellation to the City

17.6. Certificates of Insurance. As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective 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 City 10 days prior to coverage expiration.

17.8. Primary Coverage Clarification. The parties agree that Contractor'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.

17.9. Cross-Liability Clause. A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit Contractor's liability under this Agreement.

18. Indemnity. To the extent permitted by law, Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of City.

19. Force Majeure. This section applies in the event that either party is unable to perform the obligations of this Agreement because of a Force Majeure event as defined herein, to the extent that the Agreement obligation must be suspended. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body which prevents performance. Should either party suffer from a Force Majeure event and be unable to perform, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance. Upon receipt of such notice, the parties shall be excused from such performance as it is effected by the Force Majeure event for the period of such event. If such event effects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such event.

20. Independent Contractor. It is the intention and understanding of the parties that Contractor is an independent contractor and that City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment.

Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of Contractor shall not be deemed to convert this contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that City is not the exclusive user of the services that Contractor provides.

21. Assignment. Contractor shall not assign or subcontract any of its obligations under this Agreement without City's prior written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. City's consent to any assignment or subcontract shall not release Contractor from liability under this Agreement or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

22. Governing Law. This Agreement is to be governed by and under the laws of the State of Oregon.

23. Consent to Jurisdiction. The parties hereby consent to jurisdiction of the Lincoln County Circuit Court, Lincoln County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.

24. Public Contracting Requirements. Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work under this agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C, attached hereto and incorporated herein by this reference.

25. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lincoln County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

26. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, 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 Agreement without initiating litigation, Contractor 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. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

28. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Project. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.

29. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

CITY:	CONTRACTOR:
City of Newport	Greater Newport Chamber of Commerce
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT A

CITY OF NEWPORT, OREGON

REQUEST FOR PROPOSALS

TOURISM PROMOTION SERVICES

NEWPORT

OREGON

SUBMIT PROPOSAL TO:

Peggy Hawker, City Recorder/Special Projects Director
City of Newport
169 SW Coast Highway
Newport, Oregon 97365

Due Date: March 14, 2014

CITY OF NEWPORT, OREGON

Request for Proposal
Tourism Promotion Services

I. BACKGROUND

A. Proposer Entity

The City of Newport ("City") is seeking a well-qualified profit or non-profit organization to submit a proposal to provide tourism promotion services for the city over the next year, with two potential renewal periods of one year each, for a total of three years.

B. Overview

The City of Newport is a prime tourist destination and the population center of the Central Oregon Coast. Newport is the county seat of Lincoln County, and houses the offices of several federal and state agencies, including a major Coast Guard station, Oregon State University's Hatfield Marine Science Center, NOAA's Pacific Marine Operations Center, the Oregon State Police, Oregon DMV, and Oregon Employment Division offices. The city is home to the Samaritan Pacific Communities Hospital, and the main campus of the Oregon Coast Community College. OCCC is a premier educational institution and unique in its aquarist program. Its aquarist graduates are working in aquarium and research facilities throughout the country. Newport has a population of more than 10,000.

The Yaquina River flows into the Pacific Ocean through Newport's Yaquina Bay. Newport is home to the Oregon Coast Aquarium, one of the country's premier aquariums. A substantial commercial fishing fleet calls Newport home, as do several marine research vessels and a large number of private boats docked in marinas around the Bayfront. Newport is one of three deep-water ports on the Oregon Coast. Tonnage of shipping is second behind Coos Bay.

Newport has often been described as the most authentic city on the entire Oregon Coast. The city boasts numerous fine

shops, restaurants, galleries, lodging establishments, and endless outdoor recreational opportunities.

Proximity to Portland and the Willamette Valley provides a strong tourism base, and the mid-latitude of Oregon provides moderate rainfall during the winter and spring months, and mild temperatures.

C. Source of Funds and Budget

The source of funds for this service is from the City's Room Tax Fund. The budget figure for FY2014/2015 has not been established, but is anticipated to be between $172,500 and $200,000.

II. RFP SPECIFICATIONS

A. Goals and Objectives

The objective of this RFP is to award a one (1) year agreement, with two (2) one-year renewal options exercisable at the city's sole discretion, to an entity that will provide tourism promotion services for the City of Newport, including, but not limited to:

1. Visitor Center;
2. Visitor information;
3. Media information;
4. Visitor website and website maintenance;
5. Visitor kiosk;
6. Hospitality training;
7. Support group and research tours;
8. Support goals of the Destination Newport Committee;
9. Value season promotion;
10. Other projects and cooperative involvement with local, regional, and state tourism opportunities;
11. Statistical reporting;
12. Maintaining the visitor website and social media channels.

B. Scope of Services

All services shall be provided under the direction of the City Manager and City Council in coordination with the Destination Newport Committee to compliment the city's advertising program. The tourism promotion services

provided shall include, but not be limited to, the following tasks:

1. Visitor Information:

    a. Visitor guide;
    b. Calendar of events;
    c. Map/Exploring Newport – A to Z;
    d. Information laminates – updated and distributed twice annually;
    e. Oregon calendar of events – submit primary local events for inclusion in this publication annually;
    f. Community tourism DVD;
    g. Online facility guide;
    h. Responses to requests for information generated by the city's advertising efforts. Services include the operation of a visitor center, responding to phone inquiries during regular business hours, preparing and mailing requested information (including paying for postage that may be in the amount of up to $30,000), and responding to e-mail requests.

2. Media Information:

    a. Media kit;
    b. Digital photo library;
    c. Newspaper and other articles;
    d. Host and/or support domestic and international travel writers;
    e. Produce regular and seasonal press releases;
    f. Develop and maintain relationships with media;
    g. Work with Travel Oregon and other groups on familiarization tours for journalists.

3. Visitor Web Page Maintenance. Have or develop a visitor landing pages within a website that supplements, but does not compete with, the Discover Newport website. Services shall include updating and maintaining both the visitor website and the Discover Newport website. At a minimum the website maintenance shall include:

    a. Calendar of events;
    b. Photographs;
    c. Press release page;

d. Group tour information;
e. Facility information;
f. Shuttle maps and business information;
g. Attraction information;
h. Business information.
i. Responses to e-mail and social networking
j. Content development as necessary to keep website fresh.

4. Visitor Kiosk:

   a. Maintain 24-hour information kiosk in the city in a highly visible location;
   b. Provide information about Newport to other regional kiosk centers.

5. Hospitality Training:

   a. Develop and implement training for hospitality industry employees within the corporate limits of Newport.

6. Support Group and Research Tours:

   a. Provide material and information to tour groups referred by Travel Oregon or similar organizations.

7. Support the Goals of the City's Destination Newport Committee:

   a. Support all Destination Newport Committee programs;
   b. Forward marketing opportunities to the City's contracted advertising service provider, or provide response to such inquiries and opportunities
   c. Participate on the Destination Newport Committee;
   d. Fulfill Destination Newport Committee requests related to tourism or relocation marketing;
   e. Demonstrate intimate knowledge of Newport;
   f. Promotion of Newport and the surrounding economic area as appropriate.

8. Value Season Promotion:

   a. Develop programming to enhance and support tourism during the off and shoulder seasons.

9. Cooperative Involvement with Local, Regional, and State Visitor's Organizations:
   a. Represent Newport at domestic and international trade and travel shows;
   b. Work cooperatively with other agencies to attract tourists during shoulder and off seasons.

10. Statistical Reporting:

   a. Conduct occupancy surveys with the lodging community and provide quarterly data;
   b. Collect data regarding visitor's residences and how they learned of Newport;
   c. Collect other information as requested by the city.

C. Eligible Proposers

Proposals will be accepted only from organizations (profit or non-profit), or other collaborative arrangements that:

1. Are qualified to conduct business in the State of Oregon and the City of Newport.
2. If a corporation or limited liability company, it is in good standing with the Secretary of State.

D. Contract Term

The term of the contract with the successful proposer shall be one (1) year with an option to extend for up to two additional one-year terms, at City's sole discretion, taking into account the factors set forth below. The proposer shall state if it is willing to grant the city the option to extend any contract awarded hereunder for two additional periods of one year each, under the same prices, terms, and conditions. Contract extension will be contingent upon the availability of funds; contractor's continuing compliance with applicable federal, state, and local government legislation; and an evaluation indicating the contractor's successful performance of the contract.

E. Preliminary Schedule

Event	Date
Release of Request for Proposals	February 4, 2014
Pre-Proposal Conference	February 18, 2014
Written Questions about Proposals	February 24, 2014
Proposals Due	March 20, 2014
Proposal Award Date	April 21, 2014
Contractor Begins Work	July 1, 2014

F. Pre-Proposal Conference

An optional Pre-Proposal Conference has been scheduled to answer questions about this RFP on Wednesday, February 18, 2014, at 3:00 P.M., at:

City of Newport City Hall
169 SW Coast Highway
Newport, Oregon 97365

Please RSVP to Peggy Hawker at 541.574.0613, or e-mail: p.hawker@newportoregon.gov to confirm your attendance.

At this conference, city staff will review the RFP document and respond to questions regarding requirements of the RFP. The City of Newport does not discriminate based on disability and, upon request, will provide reasonable accommodations to ensure equal access to its programs, services, and activities. Please contact the city at least 72 hours in advance to request an accommodation.

G. Deadline for Submission of Proposals

The original sealed proposal, together with ten complete copies must be **received** by 5:00 P.M., on Wednesday, March 20, 2014. Proposals must be sent or delivered to:

Peggy Hawker, City Recorder/Special Projects Director
City of Newport
169 SW Coast Highway
Newport, Oregon 97365

Timely submission of proposals is the sole responsibility of the proposer. The city reserves the right to determine the timeliness of all submissions. Late proposals will not be accepted. All proposals received after the deadline will be returned unopened.

H. Proposal Requirements

The following outlines the proposal requirements. Submission of a proposal pursuant to this RFP constitutes acknowledgement and acceptance of the terms and conditions set forth herein, and those required under City's Public Contracting Rules 2012 (located on City's webpage, under Administration, City Recorder).The RFP will be incorporated into any resulting Contract with the successful proposer, along with any terms of the accepted proposal which are not in conflict therewith, as well as provisions which are permissible matters for negotiation, as set forth herein. The contents of the proposal submitted by the successful proposer may become contractual obligations if a Contract is awarded.

A sample Contract, is attached hereto as Exhibit A, and by this reference, incorporated herein. In the event of a conflict between the provisions of applicable law, applicable City Public Contracting Rules 2012, this Request for Proposals, and the successful proposal, the order of precedence shall be as set forth in this sentence.

Failure of the successful proposer to accept these obligations may result in cancellation of the award. The city reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to the RFP become the property of the city and will be a public record after the selection process is completed. Each proposal must contain the following:

1. <u>Cover Letter for the Proposal</u>

   A cover letter must be submitted with the proposal. The cover letter should be limited to one page and must include the company name, company address, and the name, telephone number, fax number, and e-mail address of the person(s) authorized to represent the firm on all matters relating to the RFP and any contract awarded pursuant to this RFP. A person authorized to bind the proposer to all commitments made in the proposal must sign the letter.

2. <u>Providing Services to Meet Goals & Objectives</u>

Each proposer shall furnish a narrative of how the organization will provide services to meet the city's goals and objectives.

3. Proposer Experience

   Each proposer shall furnish a narrative supported by relevant data regarding past experience with similar projects, including names of organizations and persons with whom proposer has entered into contracts and employment for substantially similar services as described herein, within the last five (5) years. Proposer shall also identify the individuals who will be assigned to work on this project.

   Each proposer shall also furnish a list of references including names, addresses, phone numbers, and principal contacts in which the proposer has provided similar services. By submitting a proposal, a proposer consents to City contacting listed references, as well as parties with whom proposer has previously contracted. The results of those contacts will be considered by City in its evaluation of proposer's proposal, and provided herein.

4. Projected Costs and Proposed Services

   Itemize the annual projected costs of each component in the "Scope of Services" described above. If applicable, identify other sources of revenue that can be matched or leveraged to provide a greater promotion of Newport.

I. Proposal Evaluation and Selection Process

The city will conduct a preliminary evaluation of all proposals by March 27, 2014 to determine compliance with proposal requirements and mandatory document submissions. The city reserves the right to request additional information to clarify the content of a proposal.

All proposals shall be reviewed to determine that the minimum eligibility requirements have been met. Ineligible proposers will be informed in writing.

Proposals will be evaluated based upon the following categories, including references and information from entities or persons with whom Proposer has entered into contract(s) within the last five years. Proposals will be scored, and ranked. No single category is determinative, or entitled to greater weight in the evaluation process than any other. The proposal selected as the successful proposal will be determined by the highest point total, based on the categories below. The successful proposal may be eligible for negotiation as to the matters, if any, which are identified as suitable for negotiation in this RFP.

Proposer qualifications, experience, and demonstrated ability, including references and contacts with previous contracting parties	40 points
Quality and responsiveness of proposal to the Goals and Objectives and Scope of Service detailed in this RFP	40 points
Cost reasonableness, appropriateness, and necessity as compared to all other proposals to provide the services proposed within the city's annual budget and other leveraged monies	20 points

J. CONTRACT AWARD PROCESS

The City Council may accept or reject the recommendation of the staff as to the successful proposer, cancelation of the procurement, or related matters.

The successful proposer that is selected to perform the services outlined in this RFP shall enter into a contract, approved by the City Attorney, directly with the City of Newport, within thirty (30) days of the Notice of Intent to Award Contract, or such later date as determined by the City Council.

The city reserves the right to verify the information received in the proposal. If the proposer knowingly and willfully submits false information or data, the city reserves the right to reject that proposal. If it is determined that a contract was awarded or entered into because of false statements, or other incorrect data submitted in response to this RFP, the city reserves the right to terminate the contract, without penalty therefor, and with all rights reserved.

III. GENERAL RFP AND CITY CONTRACT INFORMATION

The following terms and conditions apply to the agreement entered into between the successful proposer and the City of Newport:

A. Term

The term of this contract shall be one year. The proposer shall state if it is willing to grant the city the option to extend any contract awarded hereunder for two additional periods of one year each, under the same prices, terms, and conditions. Any contract awarded pursuant to this RFP may be terminated by the city, with our without cause upon thirty days written notification to the successful proposer.

B. Budget

Total expenditures under the first year of this contract shall not exceed the amount budgeted by City for that year. In any event, the City provides no assurance that the total amount budgeted by City will be agreed to by City in its award of contract. However, in the event City requires additional services beyond those agreed to by the parties in the contract, such services will be reduced to writing as an amendment to the contract, and will be required, at City's discretion, to the extent City's advertising budget has been increased.

C. Laws and Policies

In the performance of the advertising services agreement, the selected successful proposer shall abide by and conform to all applicable laws and rules of the United States, State of Oregon, and the City of Newport.

D. Costs Incurred by Proposers

All costs of proposal preparation shall be the responsibility of the proposer. The city shall not, in any event, be liable for any pre-contractual expenses incurred by proposers in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

E. General City Reservations

City reserves the right to extend the submission deadline should this be in the best interest of the city. Proposers have the right to revise their proposals in the event that the deadline is extended.

The city reserves the right to withdraw this RFP at any time, and will notify proposers that the solicitation has been canceled. The city makes no representation that any contract will be awarded to any proposer responding to the RFP. The city reserves the right to reject any or all submissions.

If in City's judgment, an inadequate number of proposals are received or the proposals received are deemed non-responsive, not qualified, or not cost effective, the city may, at its sole discretion, reissue the RFP, or execute a contract with the next highest ranked proposer, or to cancel this solicitation, all subject to compliance with City's public contracting rules.

City reserves the right, subject to the city's public contracting rules and applicable statutes, to reject any and all proposals and to waive any minor informality when to do so would be advantageous to the city.

F. Termination

Any contract awarded pursuant to this RFP may be terminated by the city, with or without cause, upon 30 days prior written notification by the city to the successful proposer[RC1]. ROB – CAN YOU PROVIDE APPROPRIATE INFORMATION HERE?

G. Proposer's Contact for Information

Proposers may contact Peggy Hawker, City Recorder/Special Projects Director, with any questions regarding the scope of work of this RFP at:

Peggy Hawker, City Recorder/Special Projects Director
City of Newport
169 SW Coast Highway
Newport, Oregon 97365
541.574.0613

p.hawker@newportoregon.gov

All questions received after the pre-proposal conference must be addressed to Ms. Hawker in writing. Deadline for written questions is February 24, 2014.

EXHIBIT B

T CHAMBER OF COMMERCE

... Highway • Newport, Oregon 97365-4934
(541) 265-8801 • FAX: (541) 265-5589 • 1-800-262-7844
www.newportchamber.org
e-mail: info@newportchamber.org

March 17th 2014

Peggy Hawker, City Recorder/Special Projects Director
City of Newport
169 SW Coast Highway
Newport, Oregon 97365

Dear Ms. Hawker,

Thank you for allowing the Greater Newport Chamber of Commerce the opportunity to respond to your request for proposal for the City of Newport's Tourism Promotion Services. This proposal response is designed to demonstrate our strong commitment to serving the City of Newport for Tourism Promotion, Fulfillment and Development in the past, present and future.

Newport is a prime tourist destination that encounters over 2.5 million visitors each year. Tourism is one of our primary economic drivers. There are over 1500 jobs in Newport directly related to tourism. Marketing and managing Newport as a premier destination requires a carefully planned approach and delivery of service. GNCC is the recognized Destination Marketing Organization (DMO) for Newport by the State of Oregon Tourism Commission. We are strategically positioned on the frontline of tourism services. We have the unique ability to be flexible and responsive when opportunities or challenges arise. We seek out tourism development opportunities and respond in a manner which keeps Newport ahead of other destinations competing for visitors.

The proposal provides a response to your RFP requirements and is inclusive of information about additional services and the program of work that the Greater Newport Chamber of Commerce carries out each day as an added benefit to the City, many of which are beyond the requirements of the scope of services outlined in the RFP.

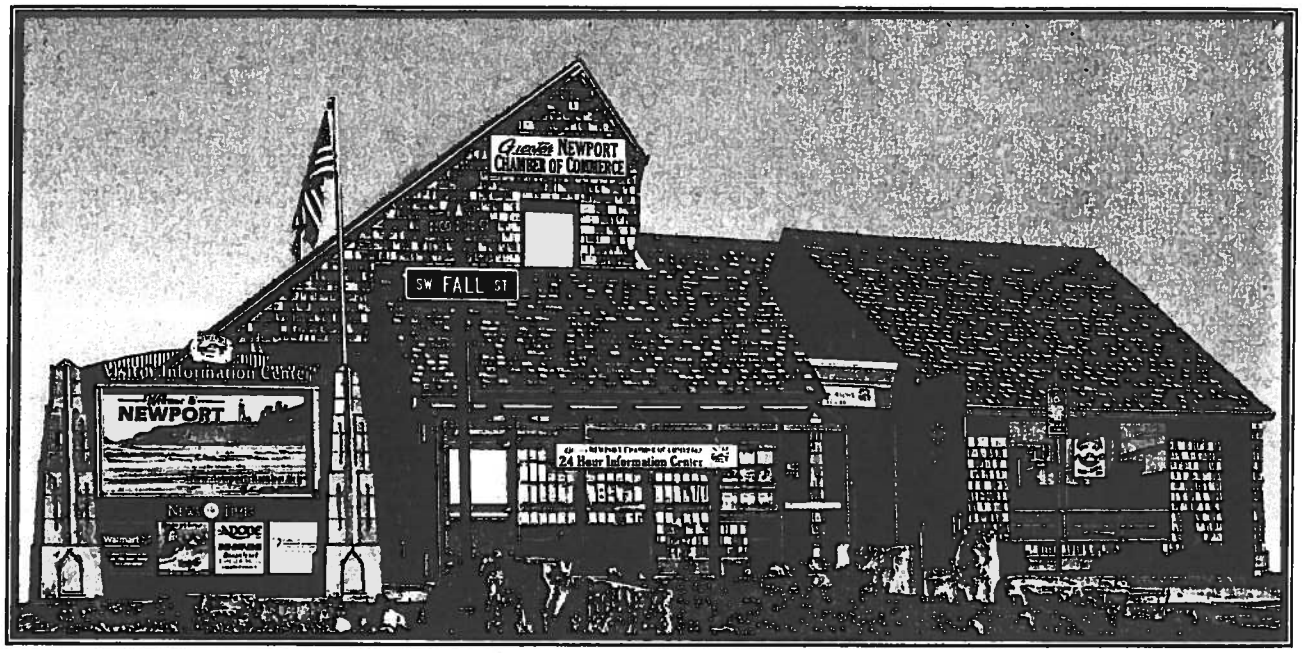
Building partnerships with industry peers such as Travel Oregon, Oregon Destination Marketing Organizations, Oregon Tour and Travel Alliance, Lincoln City Visitors Association and Oregon Coast Visitors Association has created opportunities for us to leverage our resources with others.
We participate with these partners for trade shows, marketing opportunities, targeting local, regional and state-wide issues, hosting familiarization tours, professional development and more. Extending our outreach with others in the industry allows us to have far more impact with our efforts and dollars spent.

GNCC has proven over the years to have a program of work that complements the marketing efforts set forth by the City of Newport's Destination Newport Committee. Our program in promotion, fulfillment and development is designed to increase the frequency, duration and quantity of convention, group and leisure visits to Newport. An additional investment toward the contract services by the Chamber of nearly $160,000 each year gives us further outreach, stronger impact and higher success at achieving goals.

We look forward to continuing Tourism Promotion services for the City of Newport.

Sincerely,

Lorna Davis
Executive Director
lorna@newportchamber.org



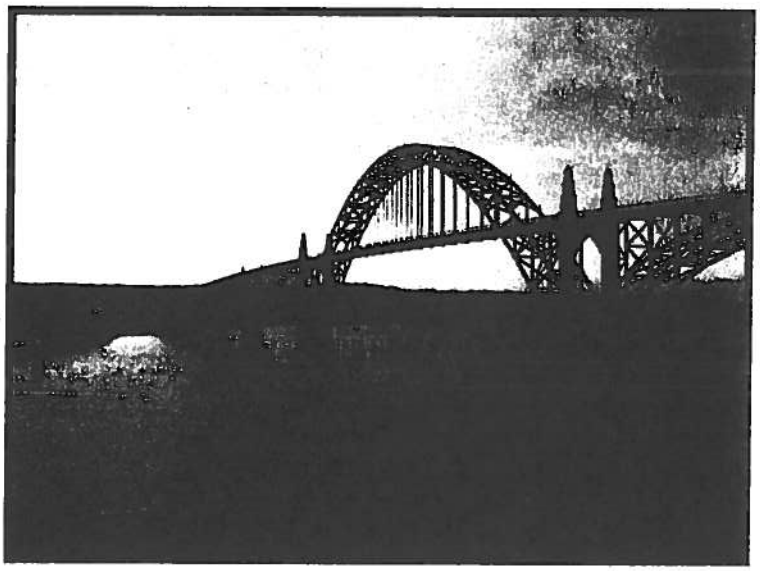
Greater Newport Chamber of Commerce

555 SW Coast Hwy • Newport Oregon 97365

541-265-8801 • 1-800-COAST-44 • Fax 541-265-5589

www.newportchamber.org

Contact Information:



Greater Newport Chamber of Commerce
555 SW Coast Hwy. Newport, Oregon 97365
1-800-COAST-44
www.newportchamber.org

Primary Contact:
Lorna Davis
Executive Director
lorna@newportchamber.org
541-265-8801
Cellular: 541-270-1810

The Greater Newport Chamber of Commerce is a 501-(c)-(6) organization which was established in 1925 and incorporated on May 6th 1948. The Greater Newport Chamber of Commerce is organized to unite the efforts of citizens in promoting the civic, commercial, agricultural, tourist, marine and industrial welfare of the City of Newport and its surrounding economic area.

With over 600 members, and a Board of Directors who represent a dynamic cross-section of community leaders, it is evident that the Greater Newport Chamber of Commerce has strong and integral ties within our community.

Further, our efforts in Tourism Promotion and Development are steered by the following statement:

"The Greater Newport Chamber of Commerce will facilitate a multifaceted program of work designed to increase the frequency, duration and quantity of convention, group and leisure visits to Newport."

Narrative

The Greater Newport Chamber of Commerce has been engaged in Tourism Promotion, Fulfillment and Development for nearly two decades. Our relationship with the City of Newport and the contract for Tourism Promotion and Development spans for well over a dozen years. We have built a strong relationship with the City and understand the needs of the City relating to this contract.

The City's current marketing program– The Destination Newport Committee is an all volunteer committee which utilizes many forms of media to capture attention of potential visitors putting Newport at the top-of-mind in travel decision making. Marketing through print, outdoor, radio, and online in target market areas create inquiries via phone, email and walk-in visitors. We are supportive of the goals and strategies of Destination Newport. In order for the marketing investment to work, the program to respond to the interest created as a result of this marketing has to be equally strong. The Newport Chamber has been the response team operating the visitor center for many years.

We respond to each request personally with printed and online material, and various other forms of information to suit each need. Our office and staff are the welcome gate into our community, we take pride in the service they provide our visitors each day. Our office and 24 hour Visitor Kiosk is visible, easily accessed and a physical place where visitors can stop and gather information.

Another crucial element to Tourism Fulfillment, Promotion and Development is our Sales Mission program. Through involvement at trade shows, travel shows, and conventions, and through partnerships with other organizations who are involved in Tourism Promotion and Development, GNCC is able to keep face to face with decision makers in leisure, group and convention travel. Each year we participate in both domestic and international shows, meetings and conventions. We have developed, built and maintained partnerships with tour and travel operators, media/journalists and other key people in the industry, providing valuable and timely information about Newport. We actively sell and promote Newport, its authenticity and all of the opportunities that make a visit here memorable.

Our Sales Mission presence and direct involvement that we have developed over the years is crucial not only to maintain but continue to build upon. As our State Tourism partners continue to cultivate and grow business from international and domestic markets, our visibility and participation is a must, when our competition is strongly represented.

GNCC keeps up with industry trends through affiliations with other tourism organizations and experts in the field. Many of the organizations (such as the Oregon Tourism Commission, Oregon Destination Marketing Organization, Oregon Tour and Travel Alliance, Western Association of Convention and Visitors Bureaus, and others) provide educational and networking opportunities throughout the year. They offer valuable resources and support that keep us up to date with industry trends, opportunities and challenges and keep us informed about issues that the Tourism industry faces.

Continued.....

Narrative Continued….

We are pleased to provide continuity of the Newport Brand that has been created in our management of the Discover Newport website, e-newsletter, and social media outlets. When we took over maintaining the website-which had been rebuilt and branded a few years before, we faced the immediate challenge of having to rebuild it from scratch without losing the branding or integrity. Though it was a challenge, we did it seamlessly. Currently we incorporate contests, keep a comprehensive community calendar, update the website and social media channels daily, provide press and news releases through these mechanisms and to the media and we optimize our web presence. We continue to develop and utilize new forms of outreach as they become available as part of our growth and staying in tune with the trends of marketing.

Destination marketing is our specialty which has proven beneficial for our participation on the Destination Newport Committee. In recent years the committee was granted permission from council to act without an advertising agency, in turn our participation became more crucial. Fielding nearly all of the media and marketing requests to be presented to the committee has become part of our day to day operations.

As the DMO for the state we are called upon to facilitate group and research visits to Newport from Tour Operators, Travel Agents and Product Managers and Media. We provide information, connect them with local attractions, activities lodging facilities, and personally host them in an effort to showcase what Newport has to offer.

We have an active Hospitality Committee that is dedicated to promoting and rewarding good customer service through our monthly Employee of the Month program. The committee conducts an annual Tradeshow and Training called "Know your Newport" designed to train front-line employees to provide good customer service and arm them with information about Newport to share with visitors. Additional customer service training is available to area businesses year-round through private meetings or public seminars.

Recognizing that certain times of the year are economically slow (shoulder season of October through May) the Chamber develops contests and programs to help boost local business during these times. Examples are our quarterly online contests and e-newsletter, the value season Glass Treasures promotion, and the Seafood & Wine Festival to name a few.

Tracking occupancy, visitor spending, and visitor traffic are just a few of the statistics that the Chamber facilitates. Comparisons are done with room tax spending to identify trends. We are positioned to receive business information that helps us gain insight into programs and events that work well.

Our contract with the City of Newport is unique. We invest additional funding of our own to complete the program of work for Tourism Promotion, Fulfillment and Development. We are strongly committed and believe that we have demonstrated throughout the years that we are a capable and willing partner in the development and implementation of Tourism Promotion concepts that put Newport into the minds of visitors and puts "heads in beds."

In addition to our industry affiliations, our organization has a unique attribute that leverages dollars-spent even further, Volunteers. The total Program of Tourism Promotion for a destination of our size, with over 2-1/2 to 3 million visitors a year requires a large number of man hours. It would be near impossible to fund the staff level or man power required to carry out all of our programs of work, especially as they relate to tourism.

Volunteers on our committees and at the Board level keep the costs that are associated with a contract of this nature to an amount that is effective and affordable. Thousands of volunteer hours are given each year to Chamber programs.

Our proposal for the scope of services outlined in the RFP follows, and offers further detail about our experience in each of the areas. We would be happy to provide any additional information should it be needed.

SCOPE OF SERVICES

Scope of Services

Visitor Information;

- Visitor Guide
- Calendar of Events
- Map Exploring Newport A-Z
- Laminated Local Information *(2x yearly)*
- Oregon Calendar of Events

  (Submitting primary local events for inclusion in the annual publication)
- Community Tourism DVD
- Facility Guide
- Respond to requests for information generated by the City's advertising efforts

Support the Goals of the City's Destination Newport Committee:

- Support all Destination Newport Committee Programs
- Provide response and coordinate marketing opportunities and inquiries for DNC
- Participate on the Destination Newport Committee
- Fulfill Destination Newport Committee Requests related to Tourism or Relocation Marketing
- Demonstrate intimate knowledge of Newport
- Promotion of Newport and the surrounding economic area as appropriate

Visitor Kiosk:

- Maintain 24 hour Information Kiosk
- Provide information about Newport to other regional kiosk centers

The three scopes of service described above are part of one cost center. Our visitor information and printed collateral are part of the means in which we support the goals for the Destination Newport Committee and the City of Newport's marketing efforts.

Continued.....

Scope of Services

***Visitor Information, Support the Goals of the City's Destination Newport Committee, Visitor Kiosk**-Continued.....*

Visitor Center Program;

PROPOSAL AND EXPERIENCE: *The Greater Newport Chamber of Commerce will produce printed pieces as stated above in an effort to promote Newport to visitors and potential visitors. The pieces will be distributed per request and in response to the City of Newport's marketing efforts, at trade shows, and by distribution to local businesses and regional visitor centers. Visitor requests for information will be responded to via, phone, fax, email, mail or in person and always in a timely professional manner. We produce a community profile piece which is the tool utilized to fulfill requests for relocation and economic information about Newport. All of the above information is driven by our unique ability to offer detailed knowledge of the Newport area. GNCC has printed and distributed the above collateral pieces for a number of years. Changes are made with each printing to reflect the most current and accurate information. We also respond to well over 25,000 emails, 23,000 visitor/kiosk walk-ins and several thousand phone calls per year from visitors and potential visitors.*

We will support all Destination Newport Programs. The Greater Newport Chamber of Commerce has supported the City's marketing efforts by participation on the Destination Newport Committee. In the most recent years, the committee elected not to hire an agency and focus rather on tangible media buys which created some additional work that the Chamber transitioned into part of our program of work. This requires fielding marketing and media opportunities on a daily basis to organize for the committee to consider. While this is extra involvement and work, we feel participating and contributing in this fashion allows us to align our promotion efforts with that of the City and rather than compete, we are able to offer a seamless approach to Tourism Fulfillment, Promotion and Development.

The Greater Newport Chamber of Commerce is located at Fall Street and Highway 101 in Newport and offers a highly visible location. The Center has a 24 hour information Kiosk which has recently been refreshed with a new look for easier access, providing visitors information around the clock when the office is not staffed. The GNCC also provides other regional information centers, CVBs, Chambers etc. with Newport Visitor Guides, maps and other area information for distribution to their visitors.

Estimated Cost of the above Services $173,550

Scope of Services

Visitor Web Page, Social Media:

- Hosting, maintaining, developing and updating DiscoverNewport.com
- Hosting, maintaining, developing and updating the Social Media Channels of Discover Newport
- Hosting visitor landing pages within our website that supplement the Discover Newport website
- Calendar of Events
- Photographs
- Press Release Page
- Group Tour Information
- Facility Information
- Shuttle Maps and Business Information
- Attraction Information
- Business Information
- Responses to e-mail and social networking
- Content development as necessary to keep website up to date

PROPOSAL AND EXPERIENCE: The Greater Newport Chamber of Commerce will provide Visitor Information within their website. The GNCC website will continue to include the above information for the purpose of visitor development and enhancement. Our website will complement the Discover Newport Website. The Chamber will host, maintain, develop and update the Discover Newport website. All of the above elements will be incorporated and include additional features such as contests and more. The Chamber will continue to develop, implement and maintain a social media presence for Discover Newport utilizing Facebook and other social media outlets, inclusive of e-newsletters, blogs, Twitter and media as deemed appropriate and necessary to the Discover Newport website.

Estimated Cost of the above Services.....$37,650

Scope of Services

Media Information:

- Up to date Media Kit
- Digital Photo Library
- Newspaper /Journalist Article Support
- Support/Host Domestic and International Travel Writers
- Produce Regular Seasonal Press Releases
- Develop and Maintain Relationships with Media
- Work with Travel Oregon and other Tourism entities on Familiarization Tours for Journalists

Cooperative Involvement with Local, Regional, and State Visitor Organizations:

- Represent Newport at domestic and international trade shows
- Work cooperatively with other agencies to attract tourists during shoulder and off season

Hospitality Training:

- Develop and implement training for Hospitality Industry within the corporate limits of Newport

Value Season Promotion:

- Develop programming to enhance and support Tourism during the off and shoulder seasons

Continued on next page…..

Scope of Services

Continued…..

Tourism Development/Fulfillment Program;

PROPOSAL AND EXPERIENCE: The Greater Newport Chamber of Commerce will continue to build and maintain relationships with journalists, both domestic and international and a number of media outlets. Our purpose is to maximize exposure for Newport's vast array of Tourism opportunities. We are a resource looked to for media kits, a photo library, press releases, article support and more. We will continue to host and provide support for domestic and international travel writers and other journalists and will cooperate with Travel Oregon and other Tourism partners with familiarization and informational area tours.

GNCC has and continues to work closely with the Oregon Tourism Commission dba Travel Oregon, Oregon Coast Visitors Association, Oregon Tour and Travel Alliance, Oregon Destination Marketing Organizations, Western Association of Visitors and Convention Bureaus, Lincoln City Visitors and Convention Bureau, as well as others throughout the region. We participate and will continue to participate in trade and travel shows, board and membership participation and other cooperative efforts with these agencies. The Sales Missions and trade and travel shows that we participate in put us in front of as many as 175,000 (or more) people each year, including everything from booth and collateral presence to pre-arranged meetings with press, travel and tour operators and key industry leaders and decision makers both on the domestic and international markets.

The Greater Newport Chamber of Commerce has a Hospitality program in place that includes individualized business training for employees and community wide seminars with industry experts speaking on topics such as "Great Customer Service" and other related topics. A comprehensive annual "Know your Newport" hospitality seminar (which includes a virtual city tour, a City Address by the Mayor, and relevant up to date area information) for front line employees who serve visitors to the area, occurs each year before the busy summer season begins. The committee organizes the Employee of the Month and Employee of the Year program which recognizes local employees for excellence in customer service as well as other skills.

GNCC has a Value Season Promotion in November through January each year. The Glass Treasure Hunt giveaway is a popular program in place to draw visitors to our area during shoulder months. As many as 50 businesses participate in the promotion which is well marketed through press, advertising and online. Additional shoulder season programs are developed each year to entice additional visitors.

Estimated Cost of the above Services……..$108,500

Scope of Services

Statistical Reporting:

- Conduct Occupancy Surveys with the lodging community and provide quarterly data
- Collect data regarding visitor's residences and how they learned about our area
- Collect other information as requested by the City

PROPOSAL AND EXPERIENCE: The Greater Newport Chamber of Commerce will continue to conduct occupancy surveys with the lodging community and will provide monthly data. We will collect data regarding visitor residences and additional information such as how they learned about our area, and other relevant information. In addition, we will continue to collect data about visitor spending, trends and the impact it has on Newport and the hospitality industry as well as other visitor statistics as they relate to our response to the City of Newport's marketing efforts. We will collect other data requested by the City.

(See related information attached)

Support of Group and Research Tours:

- Provide material and information to tour groups referred by Travel Oregon or similar organizations

PROPOSAL AND EXPERIENCE: The Greater Newport Chamber of Commerce provides material, information and support to tour groups, group operators, travel agents and others who are referred by partner tourism organizations with the purpose of familiarizing them with Newport and our visitor opportunities. This is conducted via mail, email, and phone and in-person hosted tours of Newport in a professional and timely manner. We have offered these services for a number of years and our involvement meets the needs of each individual or group that is introduced to our area. It can be as simple as a phone call or email, or as extensive as a 1-3 day personal guide to Newport. These same services are also offered to journalists/media familiarization tours.

Media Information and Familiarization and Support of Group and Research Tours are combined services within our program of work.

Estimated Cost of the above Services.....**$14,850**

Additional Chamber Programs

Other programs within the Chamber are also directly related to Tourism.

Those that are listed here are not requirements of the RFP, yet are an integral part of our Tourism Development Program. The funding for these are separate from and not part of this proposal.

Beautification

This program was developed as a partnership with the City to aid with beautification efforts as part of the Visioning that occurred in 2005. We encourage businesses to have curb appeal through an awards program and some periodical contests. We feel that it is beneficial for visitors to have a pleasing visual experience in a City that has a clean and welcoming nature. It aids in efforts to increase the frequency of travelers visits to Newport.

The Highway Cleanup Program is part of the Beautification Program, and occurs once a month, April through September each year. Tons of trash and debris are collected and disposed of by our staff and volunteers each season.

Estimated Expenses associated with program..... $2800

Seafood and Wine Festival

For 37 years, the Greater Newport Chamber of Commerce has organized the Newport Seafood & Wine Festival. What had a meager beginning has turned into a yearly event that draws as many as 23,500 visitors to the festival and countless more who join them to Newport. The festival is always held on the last full weekend of February in an effort to draw business to our community during the off season. In 2012 we extended the Festival to a fourth day-Thursday. Lodging, retail, dining and other businesses benefit from the festival including at least 24 local non-profit service organizations who work in the booths or provide services to fundraise for their clubs/groups. **It is a conservative estimate that the Festival brings over 2 million dollars to the area in the course of the weekend.**

Estimated Expenses associated with program..... $425,000

Chamber Ambassadors

The Chamber Ambassadors are the welcome wagon of Newport. They promote our area at their yearly convention as well as in other communities. They get to know our businesses and community and provide "front door" service and support to visitors at the Chamber on weekends during the summer months. They are the 'number one cheerleaders of Newport'!

Estimated Expenses associated with program..... $7800

Cost of Services Total and Request

Estimated Cost of Scope of Work $334,550

Estimated Cost of Other Chamber Programs Related To Tourism

$435,600

Proposed Amount Requested for Services

By the Greater Newport Chamber of Commerce

From the City of Newport

$172,500

The estimated cost of Tourism Promotion and Development and administration is greater than the amount we are requesting from the City of Newport. The Chamber offers an affordable means of Tourism Promotion for a portion of what the actual cost of services are.

This benefit is an added value of the proposed contract.

We have a shared goal with the City of Newport to improve the economics of our community through tourism promotion and development. We have proven, and hope to continue proving our commitment to that end.

If granted the contract for Tourism Promotion, the Greater Newport Chamber of Commerce is willing to grant the City the option to extend any contract awarded hereunder for two additional periods of one year each, under the same prices, terms and conditions.

CHAMBER STAFF AND BOARD OF DIRECTORS

The Chamber Team

The Greater Newport Chamber of Commerce currently has a staff of 5 full time employees and one 1/2 time employee.

Our staff includes Executive Director Lorna Davis, Assistant Director and Membership and Events Director-Sheena Scarberry, Bobbi Price-Tourism & Festival Coordinator- PR & Sponsorship Coordinator-Courtney Rand, Visitor Services & Leadership Lincoln Coordinator- Mike Yost, and Carol Adams-Visitor Services and Accounting.

In addition to staff, the Greater Newport Chamber of Commerce has a Board of Directors, who are volunteers, and a number of volunteer committees who aid in carrying out our program of work including those directly related to Tourism Promotion.

Several thousand volunteer hours are given each year to accomplish goals and achieve success in Chamber programs.

Some of the work experience that staff has includes:

- Twenty Seven years of marketing/advertising/promotional development and account management in print (and other) media including ad campaign and design development.
- Fourteen years Tourism Development/Sales and Marketing strategy- directly related to Newport
- Nine years serving Destination Newport Committee including Six years as Chairperson
- Multiple years (cumulative) of customer/visitor industry service
- Multiple years of press writing and coordinating
- Multiple years (cumulative) community event planning and facilitating
- Membership (including Board membership) and participation with Oregon Tour and Travel Alliance, Oregon Destination Marketing Associations, Oregon Festivals & Events Association, Western Association of Convention and Visitors Bureaus, Oregon Coast Visitors Association, Central Oregon Coast Association, National Tour Association (group tour organization) Society of Government Meeting Planners, Oregon State Chamber Board, Meeting Planners International and more
- Ongoing staff development at the annual Governors Conference on Tourism, other industry educational training opportunities, and Northwest Chamber Leaders.

Tourism Services are provided by each member of the Chamber staff. We have depth of knowledge about the industry, Newport and marketing.

Continued…..

2013-2014 Board of Director
Newport Chamber of Commerce

Position	FN	LN	Email Address	Address	City	ST	ZIP	Phone
President	Judy	Kuhl	judyk@agatebeachinn.com	3019 N Coast Hwy	Newport	OR	97365	541-574-2201
1st Vice President	Patti	Ferry	pferry@osufederal.com	1923 N Coast Hwy	Newport	OR	97365	541-574-6124
2nd Vice President	Rich	Evans	revans93048@yahoo.com	POB 1603	Newport	OR	97365	541-574-6315
Secretary	Jim	Protiva	j.protiva@newportoregon.gov	225 SE Avery St	Newport	OR	97365	541-265-7783
Treasurer	Doug	Hunt	dhunt@co.lincoln.or.us	255 W Olive St, #110	Newport	OR	97365	541-265-4100
Past President	Don	Lindly	donlindly@gmail.com	629 NE 20th Pl	Newport	OR	973665	541-270-4811
Past President At Large	Susan	Ernst	esusan@actionnet.net	155 E Olive St #1	Newport	OR	97365	541-265-2802
Two Year Directors	Lauren	Craven	foyl@yaquinalights.org	750 Lighthouse Drive	Newport	OR	97365	541-574-3125
Two Year Directors	Daniella	Crowder	bikenewport@charter.net	150 NW 6th Street	Newport	OR	97365	541-265-9917
Two Year Directors	Danielle	Emerick	danielleocer@gmail.com	730 NE 3rd st. Suite B	Newport	OR	97365	541-264-8491
Two Year Directors	Al	Fitzpatrick	al_fitzpatrick@yahoo.com	1080 NE 7th Dr	Newport	OR	97365	541-265-7741
Two Year Directors	Mark	Hanrahan	mark@markhanrahanconstruction.com	2401 NE Douglas	Newport	OR	97365	541-270-1122
Two Year Directors	James	Rand	publisher@newportnewstimes.com		Newport	OR	97365	541-265-8271
One Year Directors	John	Baker	john_baker@charter.net	2014 Crestview Dr	Newport	OR	97365	541-265-2525
One Year Directors	Lisa	Ely	lely@samhealth.com	930 SW Abbey	Newport	OR	97365	541-265-2244
One Year Directors	Doug	Orr	dougorr@actionnet.net	1114 N Coast Hwy	Newport	OR	97365	541-265-7767
One Year Directors	Catherine	Rickbone	crickbone@coastarts.org	POB 1315	Newport	OR	97365	541-574-2652
One Year Directors	Dr. Randall	Teich	rteich@gentledentist.com	911 NE Avery	Newport	OR	97365	541-265-7900
Ex-Officio Directors	Sandra	Roumagoux	s.roumagoux@newportoregon.gov	169 Coast Hwy	Newport	OR	97365	541-574-0603
Ex-Officio Directors	Tom	Rinearson	tom.rinearson@lincoln.k12.or.us	POB 1110	Newport	OR	97365	541-265-4403

REFERENCES

Our references

Elizabeth Street Inn

232 SW Elizabeth

Newport, Oregon 97365

541-265-9400

Jennifer Morkert-Sales Manager

We have partnered with ESI for many years on various marketing projects, more specifically tradeshows and tradeshow support on both a domestic and international level.

Lincoln City Visitors and Convention Bureau

801 SW Hwy 101, Suite 1

Lincoln City, Oregon 97367

541-996-1274

Sandy Pfaff-Executive Director

We have partnered with LCVCB for several years in Trade and Travel Shows, Sales Mission projects, familiarization tours, and more. We meet with LCVB and OCVA/COCA on a regular basis to exchange or generate ideas for promoting tourism.

Travel Oregon

670 Hawthorne Avenue SE Suite 240

Salem, Oregon 97301

503-378-8850

Todd Davidson-CEO, Petra Hackworth-Director of Global Sales,

Scott West –Chief Strategy Officer, Michael Sturdevant-Senior Manager-Global Marketing

We have worked with Travel Oregon in Familiarization tour hosting and support and participate with them at domestic and international tradeshow/sales mission opportunities. We have a contract with the Oregon Tourism Commission-dba Travel Oregon to provide fulfillment services for the Peoples Coast, which involves coordinating familiarization tours for the coast, managing the Calendar of Events and press room for the Peoples Coast website, and the fulfillment of requests for information/Oregon Coast Visitor Guides.

March 13, 2014

To Whom It May Concern:

I am pleased to submit this letter of support for the Newport Area Chamber of Commerce. The Oregon Tourism Commission (dba Travel Oregon) has a long and cherished history of working closely with the Newport Chamber of Commerce to strengthen Oregon's economy through the heightened economic impact of tourism.

Today, tourism is a $9.6 billion industry in Oregon with over $447 million spent in Lincoln County annually. The close collaboration between the Chamber of Commerce and Travel Oregon has enabled the partnership to strategically leverage each other's efforts and maximize the economic returns to Newport. I am proud to work alongside such innovative, smart and enthusiastic partners.

The City of Newport is lucky to have such a dedicated and capable organization willing and able to oversee their tourism marketing endeavors.

Thank you for this opportunity to share my support for the Newport Area Chamber of Commerce. And please let me know if I can assist you in any way.

Sincerely,

Todd Davidson

Todd Davidson
CEO

250 Church St. SE, Suite 100, Salem, OR 97301, phone: 503.967.1568, www.traveloregon.com
OREGON. WE LOVE DREAMERS.

Lincoln City
on the Central Oregon Coast

13 March 2014

Re: Newport Chamber of Commerce

TO WHOM IT MAY CONCERN:

For many years the Newport Chamber of Commerce has partnered with the Lincoln City Visitor & Convention Bureau (LCVCB) to promote tourism in this Central Coast area, through vehicles like the Coastal Treasures Trade Show, NTA, and International POW WOW. Since Lorna Davis became associated with the Newport Chamber, we have increased our partnership substantially by jointly financing and staffing trade shows throughout the Pacific Northwest, working on joint special events, and producing some joint promotional literature. This partnership has enabled Lincoln City to participate in promotions that it would not have otherwise been able to and has, in my opinion, resulted in a better quality promotion of the entire area. I find the relationship to be invaluable to the LCVCB, the Oregon Coast Visitors' Association, and Travel Oregon, and look forward to its continued development in the future.

Very truly yours,

Sandy Pfaff
Executive Director
Visitor & Convention Bureau

A Great Place to Try New Things!
801 SW HIGHWAY 101 • LINCOLN CITY • OREGON • 97367
TELEPHONE • 541.996.1274 • 800.452.2151 • FAX 541.994.2408 • TDD 541.994.7432
WEBSITE • WWW.OREGONCOAST.ORG

STATISTICS

City of Newport - Occupancy Report
2005 to 2013*

Accumulative % for all (8) participating hotel properties

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
2005	37.00%	50.00%	55.00%	58.00%	54.00%	68.00%	83.00%	80.17%	65.87%	57.11%	43.61%	36.33%	57.34%
2006	40.02%	55.52%	53.60%	60.65%	52.96%	69.83%	82.34%	83.51%	82.10%	64.93%	44.36%	33.78%	60.30%
2007	35.32%	51.40%	57.90%	54.80%	54.71%	68.44%	86.50%	91.10%	76.40%	61.27%	46.23%	33.53%	59.80%
2008	31.08%	45.14%	51.24%	47.78%	55.20%	62.55%	79.24%	86.79%	62.48%	58.38%	42.01%	23.54%	53.79%
2009	32.30%	40.30%	48.44%	46.77%	48.73%	63.33%	79.57%	84.49%	71.57%	60.10%	33.43%	26.93%	53.00%
2010	33.96%	48.04%	52.27%	46.78%	47.69%	63.81%	79.40%	81.29%	68.60%	56.31%	31.29%	34.21%	53.64%
2011	34.59%	45.42%	45.41%	44.69%	46.90%	61.59%	75.21%	81.21%	72.79%	61.13%	36.55%	45.48%	54.25%
2012	35.48%	48.28%	51.18%	51.06%	51.68%	65.36%	77.44%	82.21%	69.65%	52.67%	37.54%	36.92%	54.95%
2013	32.88%	45.61%	48.27%	47.27%	49.75%	61.44%	76.48%	85.74%	77.61%	62.02%	54.30%	35.98%	56.45%
2014													

Accumulative % for (4) participating hotel properties with 50 rooms or more

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
2005	38.00%	50.00%	56.00%	61.00%	55.00%	70.00%	84.00%	79.88%	66.63%	58.03%	44.19%	37.63%	58.36%
2006	40.35%	56.64%	52.82%	62.10%	53.59%	72.06%	82.99%	84.27%	82.00%	65.08%	44.66%	34.41%	60.91%
2007	35.86%	51.78%	59.03%	55.07%	54.56%	70.28%	88.55%	92.80%	77.90%	62.86%	47.28%	33.84%	60.82%
2008	32.14%	45.84%	52.03%	49.03%	55.51%	64.02%	80.34%	87.97%	63.12%	59.13%	43.07%	23.83%	54.67%
2009	33.10%	40.84%	49.50%	47.82%	49.20%	64.05%	81.52%	86.57%	72.54%	61.53%	34.22%	27.31%	54.02%
2010	35.52%	49.50%	53.20%	47.86%	48.23%	64.03%	81.08%	82.72%	68.79%	56.83%	31.77%	34.78%	54.53%
2011	35.17%	45.97%	46.00%	45.66%	46.93%	63.17%	76.87%	82.93%	72.89%	61.84%	37.38%	48.57%	55.28%
2012	37.85%	50.49%	53.25%	53.06%	53.48%	67.96%	79.80%	83.74%	70.33%	52.67%	38.83%	38.73%	56.68%
2013	34.56%	47.24%	49.00%	47.59%	48.85%	59.29%	75.16%	85.24%	77.16%	62.17%	55.94%	36.61%	56.57%
2014													

** This report is a general report of occupancy trends. Slight variances can occur due to rooms or spaces being unavailable for a period of time. These fluctuations, however, are generally brief and have minimal temporary impact on estimates.*

City of Newport - Occupancy Report
2005 to 2013*

Accumulative % for (4) participating hotel properties with 30 rooms or less

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
2005	36.00%	50.00%	50.00%	41.00%	47.00%	48.00%	78.00%	82.15%	60.54%	50.71%	39.13%	27.39%	50.83%
2006	37.59%	47.20%	51.95%	46.63%	48.32%	52.82%	77.55%	77.83%	82.89%	63.82%	41.78%	29.13%	54.79%
2007	31.28%	48.60%	49.48%	52.15%	55.83%	54.36%	72.28%	78.49%	64.90%	49.40%	38.17%	28.08%	51.92%
2008	24.15%	39.83%	45.42%	38.21%	52.92%	51.28%	71.13%	78.12%	57.64%	52.20%	33.95%	21.44%	47.19%
2009	26.40%	36.33%	40.60%	38.74%	45.19%	57.83%	65.10%	69.02%	64.12%	49.52%	27.36%	24.15%	45.36%
2010	22.40%	37.20%	45.36%	38.51%	43.68%	62.17%	66.92%	70.67%	67.18%	52.44%	27.65%	29.95%	47.01%
2011	30.28%	41.34%	41.06%	37.22%	46.69%	50.79%	64.18%	69.77%	72.08%	56.38%	30.90%	24.86%	47.13%
2012	19.71%	33.51%	37.34%	37.37%	39.73%	47.56%	61.75%	72.01%	64.96%	52.64%	28.70%	24.86%	43.34%
2013	21.69%	34.71%	43.38%	45.12%	55.79%	76.13%	85.24%	89.08%	80.72%	60.98%	43.06%	31.80%	55.64%
2014													

Accumulative % for (3) participating campgrounds/RV parks

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
2005	11.00%	20.00%	31.00%	29.00%	39.00%	51.00%	90.00%	100.46%	74.25%	32.02%	19.57%	9.63%	42.24%
2006	8.59%	17.67%	35.82%	32.21%	53.20%	64.63%	91.52%	101.85%	84.04%	36.74%	15.45%	11.57%	46.11%
2007	9.60%	32.70%	31.52%	32.41%	41.28%	64.39%	169.13%	109.83%	82.00%	34.66%	32.50%	10.06%	54.17%
2008	9.16%	15.79%	29.58%	24.58%	37.14%	52.36%	97.69%	97.90%	70.80%	33.01%	19.51%	10.21%	41.48%
2009	11.47%	16.87%	26.67%	27.38%	45.33%	68.47%	103.03%	104.72%	82.38%	39.03%	18.26%	12.01%	46.30%
2010	10.80%	18.76%	30.52%	31.60%	33.57%	56.06%	85.41%	85.54%	63.89%	33.42%	15.02%	7.92%	39.38%
2011	9.02%	13.32%	20.05%	22.56%	31.83%	53.15%	78.10%	81.60%	61.08%	29.21%	13.94%	5.94%	34.98%
2012	7.37%	17.80%	18.95%	22.53%	40.52%	62.26%	93.92%	94.73%	44.24%	30.24%	14.07%	8.74%	37.95%
2013	9.18%	18.36%	26.19%	24.61%	42.02%	29.82%	94.74%	97.58%	67.05%	43.94%	23.60%	11.36%	40.70%
2014													

* *This report is a general report of occupancy trends. Slight variances can occur due to rooms or spaces being unavailable for a period of time. These fluctuations, however, are generally brief and have minimal temporary impact on estimates.*

2011 to 2013
Visitor Statistics

	800 Line			Other Calls			Walk-ins			Visitor Packets			Relos			Email Requests			Fax			Website Visits			Window Talk			Website Hits		
MONTH	11	12	13	11	12	13	11	12	13	11	12	13	11	12	13	11	12	13	11	12	13	11	12	13	11	12	13	11	12	13
January	125	108	129	908	770	634	831	826	787	1,028	1,144	831	29	4	9	2,835	3,025	3,367	0	0	0	35,407	36,722	42,811	342	323	206	1,868,836	1,448,874	678,740
February	226	230	543	1,289	1,077	755	560	980	1,244	1,583	721	799	10	5	1	3,119	3,462	2,858	0	0	0	54,721	60,804	46,224	276	178	241	2,546,876	2,489,432	943,351
March	226	169	161	831	796	503	1,207	1,167	1,070	1,092	959	864	21	10	11	3,131	2,639	3,143	0	0	0	23,191	20,539	32,412	326	307	312	1,042,420	700,638	725,307
April	95	120	94	765	616	651	1,161	1,181	1,314	1,015	954	893	8	5	15	2,262	2,958	3,376	0	0	0	19,723	17,639	26,534	358	265	794	881,152	547,414	506,259
May	118	107	145	802	678	662	1,212	1,337	1,480	2,480	1,856	2,366	19	12	5	2,866	3,347	2,344	0	0	0	22,036	19,213	23,572	540	555	479	901,585	591,042	485,530
June	147	149	120	928	745	528	1,505	1,437	1,739	3,856	1,362	1,513	10	13	13	3,067	3,092	1,986	0	0	0	20,741	19,610	25,590	680	434	603	878,382	624,272	481,806
July	209	163	156	870	681	720	1,556	1,823	2,041	3,109	2,074	2,067	17	12	11	2,735	2,807	2,166	0	0	0	21,037	20,898	31,674	798	758	1,055	999,829	744,838	616,117
August	158	212	132	936	883	595	1,886	1,907	2,129	3,348	4,479	2,879	18	19	14	3,012	3,196	1,974	0	0	0	21,246	21,382	26,874	1,061	840	1,568	964,265	727,978	487,393
September	110	161	106	694	509	441	1,506	1,256	1,687	889	1,201	2,564	3	12	13	2,794	2,359	2,516	0	0	0	18,333	18,382	21,396	643	515	1,077	771,169	548,447	388,663
October	82	156	121	661	671	575	947	1,066	1,403	626	272	466	4	11	3	3,109	3,336	3,222	0	0	0	17,987	17,464	19,936	390	338	502	677,132	529,027	359,904
November	75	88	91	602	559	453	783	755	628	327	202	285	3	4	10	3,072	2,844	3,328	0	0	0	15,701	16,093	21,977	411	238	265	564,383	397,285	322,116
December	64	125	157	528	388	448	687	717	713	383	224	360	1	3	9	2,411	2,205	2,816	0	0	0	21,716	21,596	30,044	195	164	281	930,117	406,406	381,410
TOTAL	1,635	1,788	1,955	9,814	8,373	6,965	13,841	14,452	16,235	19,736	15,448	15,887	143	110	114	34,413	35,270	33,096	0	0	0	291,839	290,342	349,044	6,020	4,915	7,383	13,026,146	9,755,653	6,376,596

Dean Runyan Associates

Newport
Travel Impacts, 1991-2012p

photo courtesy of CITY OF NEWPORT, OREGON

JUNE 2013

PREPARED FOR

Greater Newport Chamber of Commerce
Newport, Oregon

NEWPORT
TRAVEL IMPACTS, 1991-2012P

Prepared for the

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Newport, Oregon 97365-4934

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June 2013

NEWPORT
TRAVEL IMPACTS, 1991-2012P

This study, prepared for the Greater Newport Chamber of Commerce, documents the economic significance of the travel industry in Newport from 1991 through 2012. The principal aim of this study was to prepare preliminary estimates of travel spending during 2012 as well as to provide estimates of the earnings, employment and tax revenues generated by these expenditures. In addition, this year's report also provides estimates of overnight visitor volume and average spending.

The 2012 estimates contained in this report are *preliminary*. These estimates are based on the 2012p economic impact analysis for Oregon counties prepared for the Oregon Tourism Commission and updated with the most current information collected for Newport.

In interpreting the findings, it should be noted that:

- All estimates contained in this report supersede those previously published.
- The estimates in this report are expressed in *current* dollars. There is no adjustment for inflation.
- The economic impact measurements represent only direct economic impacts. Direct economic impacts include only the spending by travelers and the employment generated by that spending. Secondary effects related to the additional spending of businesses and employees are not included.
- The employment estimates in this report are estimates of the total number of full and part-time number of jobs directly generated by travel spending, rather than the number of individuals employed. Payroll and self-employment are included in these estimates.
- Following last year's major revisions involving new source data and methodology, some additional, minor refinements were made this year primarily involving the estimation of ground transportation and day travel. The revised estimates are not substantially different from those previously reported.

TRAVEL TRENDS

Total direct travel spending in Newport was $127.7 million in 2012. This represents a 1.2 percent increase over the preceding year in current dollars. Employment and earnings were also up slightly. In general, the relatively flat performance of the Newport travel industry is similar to the larger Central Coast region.

Newport Travel Trends, 1991-2012p

	Spending ($Million)	Earnings ($Million)	Employment 0	Tax Receipts ($Thousand) Local	State	Total
1991	66.3	18.0	1,500	663	1,428	2,091
1992	74.8	20.4	1,580	888	1,652	2,540
1993	74.5	20.3	1,520	875	1,658	2,533
1994	78.2	21.3	1,540	928	1,747	2,675
1995	85.2	23.2	1,610	1,002	1,862	2,863
1996	104.0	26.7	1,790	1,437	2,157	3,594
1997	95.2	24.6	1,580	1,377	1,984	3,361
1998	95.3	24.8	1,470	1,393	1,980	3,373
1999	90.9	23.5	1,430	1,299	1,862	3,161
2000	97.6	24.9	1,430	1,390	1,983	3,373
2001	103.4	26.4	1,520	1,476	2,080	3,556
2002	103.7	26.6	1,490	1,439	2,059	3,498
2003	106.5	27.2	1,520	1,666	2,120	3,787
2004	110.9	28.1	1,550	1,758	2,398	4,156
2005	111.5	28.0	1,480	2,080	2,395	4,475
2006	116.7	29.2	1,470	2,261	2,498	4,759
2007	120.5	31.5	1,580	2,389	2,648	5,037
2008	123.2	32.3	1,570	2,244	2,700	4,943
2009	121.8	32.8	1,580	2,240	2,695	4,935
2010	122.9	31.9	1,540	2,293	2,660	4,953
2011	126.2	32.2	1,550	2,309	2,973	5,282
2012p	127.7	34.0	1,560	2,336	3,050	5,385
Annual Percentage Change						
11-12p	1.2%	5.5%	0.1%	1.2%	2.6%	2.0%
91-12p	3.2%	3.1%	0.2%	6.2%	3.7%	4.6%

Notes: Spending includes visitor spending and other travel spending (travel agencies and transportation to other Oregon destinations). Earnings include wage and salary disbursements, benefits and proprietor income. Employment includes full- and part-time payroll employees and proprietors. These direct travel impacts do not include secondary (indirect and induced) impacts. The multiple year percentage change refers to the average annual change.

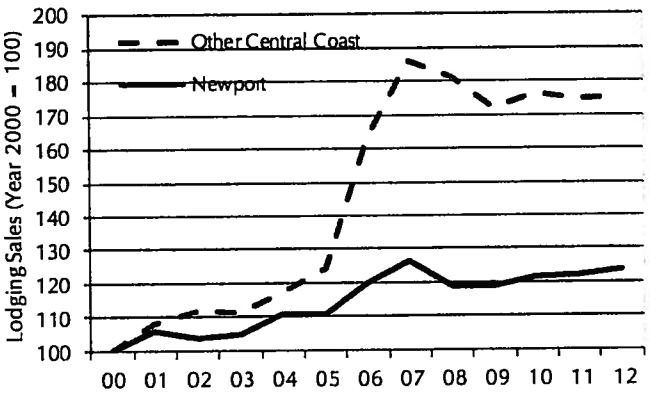
Newport's share of Central Coast lodging sales declined from about 25 percent to 18 percent between 2000 and 2008. In recent years, the Newport's share has gradually increased.

Newport and Central Coast
Lodging Sales (Million)

	Newport	Central Coast	Share
2000	$19.9	$78.9	25.2%
2001	$21.1	$85.0	24.8%
2002	$20.6	$86.6	23.7%
2003	$20.8	$86.6	24.1%
2004	$22.0	$91.3	24.1%
2005	$22.0	$95.5	23.1%
2006	$23.8	$120.1	19.8%
2007	$25.1	$134.9	18.6%
2008	$23.6	$130.7	18.1%
2009	$23.6	$125.3	18.8%
2010	$24.1	$128.2	18.8%
2011	$24.3	$127.5	19.1%
2012	$24.6	$128.0	19.2%
Annual Percentage Change			
2011-12	1.2%	0.4%	
2000-12	2.0%	4.5%	

Source: Oregon Department of Revenue, City of Newport and other taxing jurisdictions in Lincoln, east Douglas and east Lane counties. The multiple year percentage change refers to the average annual change.

Newport and Other Central Coast Lodging sales
(Year 2000 = 100)



Detailed travel impacts for 2006-2012p are presented on the following page.

Newport
Travel Impacts, 2006-2012p

	2006	2007	2008	2009	2010	2011	2012p
Total Direct Travel Spending ($Million)							
Destination Spending	115.2	118.8	121.4	120.5	121.5	124.4	125.9
Other Travel*	1.6	1.7	1.9	1.3	1.5	1.7	1.7
Total Direct Spending	116.7	120.5	123.2	121.8	122.9	126.2	127.7
Visitor Spending by Commodity Purchased ($Million)							
Accommodations	27.8	29.4	27.7	27.7	28.4	28.6	28.0
Food Service	24.9	25.7	27.1	28.3	28.4	28.8	30.0
Food Stores	14.5	15.1	16.0	16.2	15.8	16.3	16.7
Local Tran. & Gas	8.4	9.0	10.5	7.7	8.9	10.6	10.6
Arts, Ent. & Rec.	19.7	19.8	20.1	20.3	19.8	19.8	20.1
Retail Sales	19.9	19.8	19.9	20.3	20.2	20.3	20.6
Destination Spending	115.2	118.8	121.4	120.5	121.5	124.4	125.9
Industry Earnings Generated by Travel Spending ($Million)							
Accom. & Food Serv.	19.3	20.9	21.2	21.8	21.3	21.8	23.1
Arts, Ent. & Rec.	5.2	5.8	6.1	6.0	5.7	5.6	5.9
Retail***	4.3	4.5	4.7	4.7	4.6	4.6	4.7
Other Travel**	0.3	0.3	0.3	0.3	0.2	0.2	0.3
Total Direct Earnings	29.2	31.5	32.3	32.8	31.9	32.2	34.0
Industry Employment Generated by Travel Spending (Jobs)							
Accom. & Food Serv.	930	1,010	1,010	1,000	990	1,010	1,000
Arts, Ent. & Rec.	310	330	320	340	320	320	340
Retail***	220	220	230	230	220	210	220
Other Travel**	10	10	10	10	10	10	10
Total Direct Employment	1,470	1,580	1,570	1,580	1,540	1,550	1,560
Government Revenue Generated by Travel Spending ($Million)							
Local Tax Receipts	2.3	2.4	2.2	2.2	2.3	2.3	2.3
State Tax Receipts	2.5	2.6	2.7	2.7	2.7	3.0	3.0
Total Local & State	4.8	5.0	4.9	4.9	5.0	5.3	5.4

Details may not add to totals due to rounding.

*Other Travel spending includes ground transportation spending and related impacts for travel to other Oregon visitor destinations, and travel agencies.

**Other Travel employment and earnings includes all ground transportation, except motor fuel, and travel agencies.

***Retail includes gasoline.

NEWPORT OVERNIGHT VISITOR VOLUME AND AVERAGE SPENDING

Visitor volume and average visitor spending estimates for Newport are shown below. The tables are mathematically related: The total visitor spending estimates in the first table are equivalent to the average spending estimates in the second table multiplied by the appropriate measure of visitor volume in the third table. See Appendix C.

Visitor Spending by Type of Traveler Accommodation ($Million), 2006-2012p

	2006	2007	2008	2009	2010	2011	2012p
All Overnight	76.6	79.6	81.0	79.7	81.0	83.3	84.0
Hotel, Motel	51.5	53.7	54.3	53.2	54.6	56.4	57.6
Private Home	4.2	4.4	4.6	4.5	4.6	4.8	4.0
Other Overnight	20.9	21.6	22.1	22.0	21.7	22.0	22.4
Campground	15.6	16.1	16.4	16.4	16.0	16.2	16.4
Vacation Home	5.3	5.5	5.7	5.5	5.6	5.9	5.9
Day Travel	38.6	39.2	40.4	40.9	40.5	41.1	42.0
Spending at Destination	115.2	118.8	121.4	120.5	121.5	124.4	125.9

Average Expenditures for Overnight Visitors, 2012p

	Travel Party		Person		Party	Length of
	Day	Trip	Day	Trip	Size	Stay (nights)
Hotel, Motel	$327	$618	$134	$253	2.4	1.9
Private Home	$84	$256	$32	$98	2.6	3.0
Other Overnight	$140	$460	$42	$138	3.3	3.3
All Overnight	$219	$534	$77	$195	2.8	2.4

Overnight Visitor Volume, 2010-2012p

	Person-Nights (000)			Party-Nights (000)		
	2010	2011	2012	2010	2011	2012
Hotel, Motel	425	425	431	174	174	176
Private Home	124	124	123	47	47	47
Other Overnight	542	531	531	163	160	160
All Overnight	1,090	1,080	1,085	384	381	383

	Person-Trips (000)			Party-Trips (000)		
	2010	2011	2012	2010	2011	2012
Hotel, Motel	224	225	228	92	92	93
Private Home	41	41	41	16	16	16
Other Overnight	165	162	162	50	49	49
All Overnight	431	427	430	157	156	157

APPENDICES

APPENDIX A:	KEY TERMS AND DEFINITIONS
APPENDIX B:	TRAVEL IMPACT INDUSTRIES MATCHED TO 2007 NAICS
APPENDIX C:	RELATIONSHIP BETWEEN SPENDING AND VOLUME
APPENDIX D:	REGIONAL TRAVEL IMPACT MODEL

KEY TERMS AND DEFINITIONS

ECONOMIC IMPACTS

Commodity: A classification of a product or service, such as lodging or food service. An establishment or industry may produce more than one commodity.

Direct Impacts: Employment, earnings and tax receipts *directly* generated by travel spending, as distinguished from secondary and total impacts.

Earnings: Earnings include wage and salary disbursements, other earned income or benefits, and proprietor income. Only the earnings attributable to travel expenditures are included.

Employment: Industry employment (jobs) associated with travel-generated *earnings*. Includes both full-time and part-time positions, and salaried or self-employed individuals. Employment is reported as an average for a time period, typically annual. (Unless otherwise noted, the employment estimates refer to establishment or industry employment at place of work, not the employment status or residence of the individual.)

Industry: A classification of business or government establishments based on their primary technological process. (See NAICS Appendix table.)

Local Taxes: City of Newport lodging tax. Property taxes are not included.

Other spending: See *Travel spending.*

Private Home: Unpaid overnight accommodations of friends and relatives.

Receipts: Travel expenditures less the sales and excise taxes paid by the consumer.

State Taxes: Lodging, motor fuel, and personal and business income taxes imposed by the state of Oregon.

Total Impacts: The sum of *Direct* and *Secondary* impacts.

Travel spending: The sum of visitor and other spending related to travel. Other spending includes spending by residents on ground and air transportation for the purpose of travel to other destinations and spending on travel arrangement services.

Visitor spending: All spending on goods & services by visitors at the destination. Also referred to as destination spending.

VISITOR VOLUME

Length of Stay: The number of nights that a visitor or travel party is away from home on a trip.

Night: Applies to overnight visitors only. The number of nights on a trip is the length of stay. The count of days and nights is generally equivalent for overnight visitors. (See trips.)

Party-trips: The number of trips to the destination by travel parties. Party-trips are equal to the number of Visitor-trips divided by the average party size.

Party-nights: The number of nights or days that travel parties stayed at the destination. Party-nights are equal to the number of visitor-nights divided by the average party size or the number of party-trips multiplied by the average length of stay.

Party Size: The number of individuals (adults and children, including non-household members) that are traveling together and are sharing the costs of travel.

Room Demand: A count of the number of hotel/motel rooms that are sold on a nightly basis over a given period of time. Also referred to as *room nights sold.*

Travel party: A *travel party* includes all *visitors* (adults and children) traveling together. The *party size* represents the average number of visitors or persons in the travel party.

Trip: A trip may include more than one day or night at a destination. For overnight visitor categories, the total number of trips will be less than the number of nights. The *length of stay* for the trip represents the number of nights (or days) at the destination.

Visitor: An individual traveler that stays overnight away from home in paid or unpaid accommodations, or a day visitor that travels at least fifty miles one-way from home on non-routine trip.

Visitor-trips: The number of trips to the destination by visitors or persons. This is also equivalent to as the total number of *visits.*

Visitor-nights: The number of nights or days that visitors (persons) stayed at the destination. Visitor-nights are equal to the number of visitor-trips multiplied by the average length of stay.

TRAVEL IMPACT INDUSTRIES MATCHED TO 2007 NAICS

TRAVEL IMPACT INDUSTRY	NAICS INDUSTRIES* (code)
Accommodation & Food Services	
	Accommodation (721)
	Food Services and Drinking Places (722)
	Residential Property Managers (531311)
Arts, Entertainment & Recreation	
	Performing Arts, Spectator Sports (711)
	Museums (712)
	Amusement, Gambling (713)
	Scenic and Sightseeing Transportation (487)
	Miscellaneous Industries (see note**)
Retail	
	Food & Beverage Stores (445)
	Gasoline Stations (447)
	Clothing and Clothing Accessories Stores (448)
	Sporting Goods, Hobby, Book, and Music Stores (451)
	General Merchandise Stores (452)
	Miscellaneous Store Retailers (453)
Ground Transportation	
	Interurban and rural bus transportation (4852)
	Taxi and Limousine Service (4853)
	Charter Bus Industry (4855)
	Passenger Car Rental (532111)
	Parking Lots and Garages (812930)
Air Transportation	
	Scheduled Air Passenger Transportation (481111)
	Support Activities for Air Transportation (4881)
Travel Agencies	
	Travel Agencies (56151)

Notes: *Government enterprizes (e.g., park systems) are included in this classification.
**Includes parts of industries in other sectors (e.g., accommodation, charter bus).
A more detailed description of these industries can be found at http://www.ntis.gov/naics.

RELATIONSHIP BETWEEN SPENDING AND VOLUME

The Spending, Average Expenditures and Volume tables are computationally related as shown below.

- **Spending** *equals* **Average Expenditures** *multiplied by* **Volume** for comparable party/person and night/trip categories
- **Travel parties** and **persons** are related by division or multiplication with **Party Size**
- **Trips** and **nights** are related by division or multiplication with **Length of Stay**

Visitor Spending by Type of Accommodation ($Million), YEAR

		YEAR
All Overnight	**656,000 x $79 = $56,100,000 (calculated from person-trips)**	**56.1**
Hotel, Motel	160,000 x $200 = $32,000,000 (calculated from party-nights)	32.0
Private Home	*1,030,000 x $20 = $20,600,000 (calculated from person-nights)*	*20.6*
Other Overnight	**10,000 x $350 = $3,500,000 (calculated from party-trips)**	**3.5**
Campground		3.0
Vacation Home		0.5
Day Travel		30.0
Spending at Destination		86.1

Average Expenditures for Overnight Visitors, YEAR

	Travel Party		Visitor (Person)		Party	Length of
	Nights	Trip	Nights	Trip	Size	Stay (nights)
Hotel, Motel	$200	$340	$83	$142	**2.4**	1.7
Private Home	$50	$130	*$20*	$52	2.5	**2.6**
Other Overnight	$117	**$350**	$34	$103	3.4	3.0
All Overnight	$494	$214	$197	**$86**	2.5	2.3

Overnight Visitor Volume, YEAR

	Visitor-Nights (000)		Party-Nights (000)
		YEAR	YEAR
Hotel, Motel	160 x **2.4** =	384	160
Private Home		*1,030*	412
Other Overnight		102	30
All Overnight		1,516	602

	Visitor-Trips (000)		Party-Trips (000)
		YEAR	YEAR
Hotel, Motel		226	94
Private Home	*1,030 /* **2.6** =	396	158
Other Overnight		34	**10**
All Overnight		**656**	263

REGIONAL TRAVEL IMPACT MODEL

PRIMARY DATA SOURCES

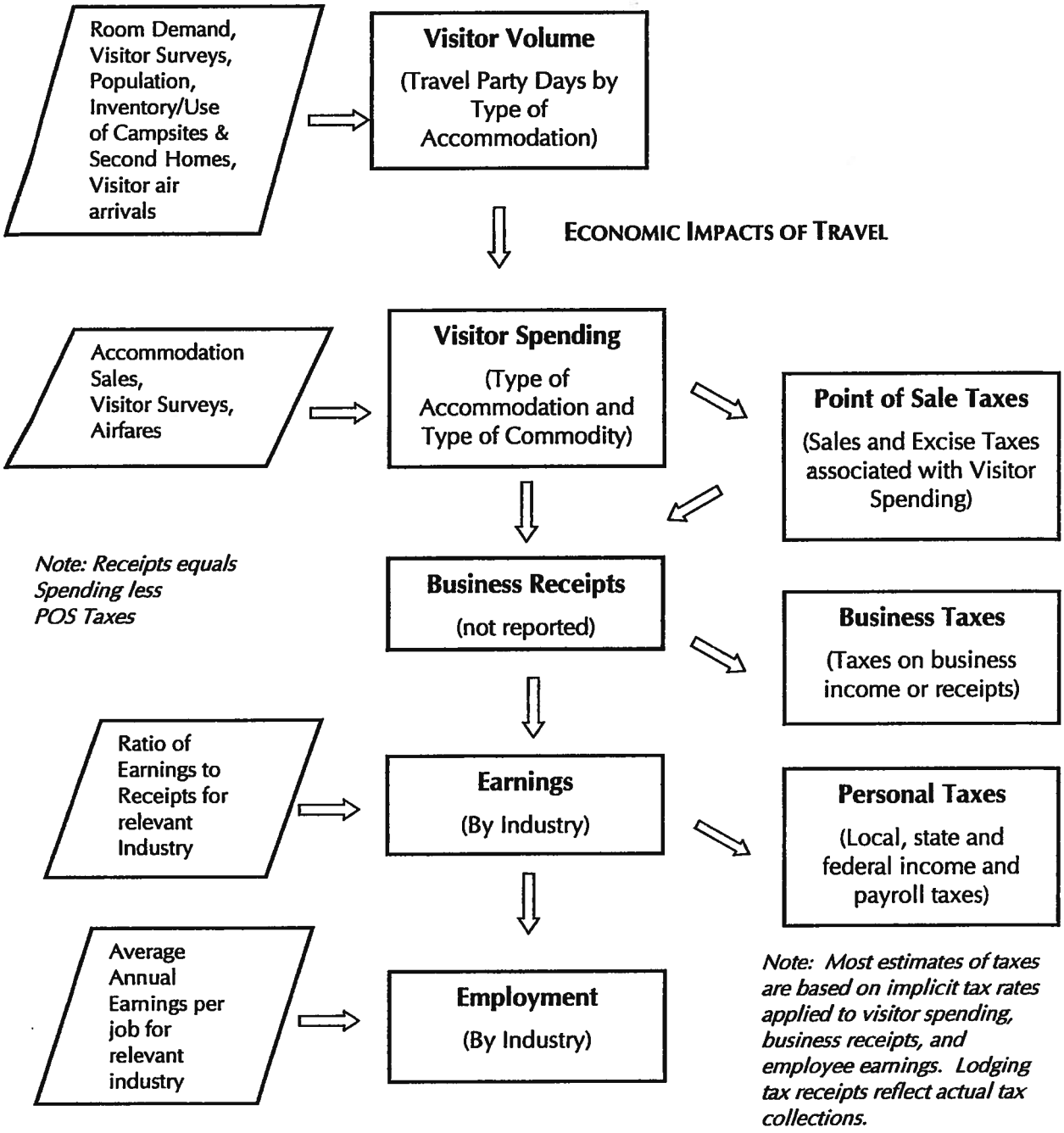


EXHIBIT C
Relevant Provisions of ORS Chapter 279B

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the Contractor shall:

(1) Make payment promptly, as due, to all persons supplying to labor or material for the performance of the work provided for in the contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Chamber or subChamber incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

279B.230 Condition concerning payment for medical care and providing workers' compensation.

(1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

279B.235 Condition concerning hours of labor.

(2) An employer must give notice in writing to employees who work on a public contract, 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 days per week that the employees may be required to work.

(3) In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(5) (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, 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 days per week that the employees may be required to work.

Our Team continued…

The following is an outline of how each team member contributes and supports in the area of Tourism Development at the Chamber.

Lorna Davis, Executive Director: Lorna is responsible for oversight for the entire program of work at the Chamber including all aspects of the Tourism Sales-Mission program. This includesTourism Fulfillment, Development and Promotion, and the Chamber Sales Mission Program. She coordinates with the Oregon Tourism Commission-Travel Oregon, Oregon Tour and Travel Alliance, Oregon Coast Visitors Association, Oregon Destination Marketing Organization, Oregon Society of Association Management, Western Association of Convention and Visitor Bureaus, Society of Government Meeting Planners, National Tour Association and others. Lorna serves on the Destination Newport Committee, and coordinates response to that program. She is responsible for City Contract Administration, Service Organizations (local), Seafood & Wine Festival oversight, Budget development and oversight, Technical oversight, Grant writing, Media response, Familiarization Tour response and hosting, Human Resources and administration, and other Chamber programs of work oversight and development.

Sheena Scarberry, Assistant Director & Membership & Events Director: Sheena as the Assistant Director is the responsible party for the Chamber in Lorna's absence. Sheena manages Chamber membership, conducts business surveys to hear community needs and enhances services based on the findings. Sheena oversees the Chamber Ambassadors program and coordinates visitation and education for the group. She produces the Chamber Newsletter and other printed material, coordinates educational programs, luncheons, radio programs and many Chamber events. Sheena provides guidance and oversight to the office and staff and is responsible for Chamber Database records and Website Database records and oversight. Sheena is responsible for several fundraising events including our Annual Banquet and Balloon Auction among others.

Bobbi Price, Tourism & Festival Coordinator:

Bobbi coordinates Social Media for all Chamber programs including, Young Professionals, Discover Newport, Greater Newport Chamber of Commerce and Seafood& Wine Festival, which she implemented and maintains daily. Bobbi is the staff assigned to the Discover Newport Website maintenance and development, and Social Media Campaign. She designs contests such as our annual photo contest which enhances our extensive photo library, and others that include prize giveaways to increase traffic on the website and interest in Newport. Having grown up here, Bobbi has an extensive knowledge of Newport, which she utilizes each day in her responsibilities. She is the staff liaison for the Hospitality Committee, the Seafood & Wine Committee, and the Young Professionals. She organizes response to group requests, and coordinates a number of Chamber programs and activities associated with Tourism and the above committees, including the Value Season Promotion, Know your Newport Tradeshow and several others. She works closely with lodging properties and local businesses. She assists with Trade shows and follow up details.

Bobbi is also the Seafood & Wine Festival Coordinator, providing a number of services related to the oversight of the Festival from Vendor coordination, to staff liaison for security, OLCC, Operations and more.

Continued…..

Our Team Continued...

Courtney Rand, PR & Sponsorship Coordinator:

Courtney is responsible for Chamber and Community press releases and coordinating and tracking their release and publication. She has a variety of visitor service responsibilities including managing the Discover Newport, Newport Chamber and Seafood & Wine websites calendar of events and press rooms. Courtney assists visitors with email, phone and personal response. She also reviews content of our printed material, website and other Chamber publications for accuracy and aesthetic value. Courtney co-coordinates several Tourism Programs including the Value Season promotions.

Courtney is the Seafood & Wine Festival Sponsorship Coordinator. She secures cash and in-kind contributions and maintains contracts with sponsors to assist with funding the event. She develops and maintains website content related to sponsorship and several other areas, and coordinates membership packages and information.

Mike Yost, Visitor Services & Leadership Lincoln Coordinator:

Mike is our front of house coordinator, and greets guests, answers phone and emails. He maintains our Bulletin Calendar, our event sign, fulfills all lead requests, tracks all statistics, visitor, occupancy, and zip-code related. Mike either develops or coordinates development of printed Chamber material including the A-Z maps, the Laminates, Calendar of Events Brochure, Wedding Guide and more. He coordinates all shipping and mailings from the Chamber office.

Leadership Lincoln development is also Mike's responsibility. He maintains training materials, coordinates locations and agenda, and provides assistance to Oregon Coast Community College and Northwest Management related to the program.

Mike coordinates our volunteers and groups for Seafood & Wine Festival, managing schedules for over 300 volunteers, and coordinates dozens of group tours attending the event.

Carol Adams, Visitor Services & Accounting:

Carol is our bookkeeping and accounting administrator. In addition to those responsibilities, Carol responds to visitors by phone, email and in person. She is responsible for the oversight of our Visitor Kiosk and our indoor brochure and information displays. Carol recently oversaw a "face-lift" of the Visitor Kiosk making it more appealing and helpful to the thousands of visitors who utilize the center each year. Carol is the staff representative for the Beautification Committee.

Carol provides a variety of other services that enhance each of the programs of work at the chamber.

All Chamber staff provides back-up to the front desk, visitor service assistance and response, phone walk-in and other guest assistance. Our Chamber staff prides itself in being "The Friendliest" and offer exceptional customer service to all who call on the Chamber office.

V.C.

Application for City Council - Email Application
Date: 12/12/2013
Commission/Committee of Interest: Planning Committee
Name: Michael Franklin

Occupation: Restaurant manager
Employer: Newport Chowder Bowl

Why do you want to serve on this committee/commission/board/task force, and how do you believe you can add value? Recently moving back to the Newport Community, I find myself taking interest in projects around our town. I, along with many people in the area see the potential that Newport has for the future and I would love to be a part of those discussions. Understanding that changes in planning may take years to be implemented and or never make a difference in our community, I still would like to be apart of those small accomplishments.

What is a difficult decision you have made concerning issues of bias and/or issues of conflict of interest? My previous home in Bend Oregon was on one of the oldest Federally owned canals in the state of Oregon. After building my home on and around a beautiful setting discussion started to come up that the canal was going to be piped for a whole list of reasons. It was very hard to see past the effects it had on myself and my property and for the longest time I struggled with issues like, loss of property value and curb appeal. In the end it was a great learning experience that made me aware of the bigger picture. It helped me view the community and its needs as a whole and not from my 8 thousand square foot piece of property that I was protecting like a civil war fort. In the end, I was able to see how covering the pipe eliminated the safety issues that plague any canal, especially one meandering through neighborhoods. The piped canal stopped surface evaporation loss and a large percentage of water that was simply absorbed through the cracks of the canals natural bedrock structure. In turn this lowering the impact that the canal had on the Deschutes River. Another great benefit of this project was that by piping the canal, a hydropower station was now built, ready to facilitate the communities future needs.

Describe the process of how you make decisions. A lot of time and thought goes into making decisions. Educating yourself on the matter is the biggest responsibility of the person in control of making the decision. In my line of work I have to make decisions everyday. Some small, some big. In the restaurant business the smallest decision can change the outcome of the most important thing, your customer base. Change to a different brand of fries and you may not see it right away but you may have just lost 15% of your customers. It is important to bring everything to the table when it comes to making a decision because without understanding every aspect of an issue you could be doing more damage than good.

What do you think about consensus decision making? What does the consensus decision making process mean to you? I feel that when it comes to government and community issues this is the best way to resolve issues because it leaves a set of blueprints of how the group got to their decision and it is there for people in the future to reflect upon. Consensus decision making is a method in which a group comes to an resolution, keeping personal agendas aside and clearly looking at the facts. As a group all are involved and all come to the agreement that everyone involved supports.

Describe all other pertinent information/background for this position. Before moving to Newport I was in construction management for two large commercial and residential builder. I was offered to relocate to the Tri Cities area to start a new branch for ADAIR HOMES and instead moved to Newport to take over a Family Business. I was trusted with running over 250 jobsites, 2 subdivisions and one commercial project in my six years combined with these companies. The projects took me all over, 10 different counties in Oregon to be exact. Having to learn new contacts and new systems for every county and or city was a challenge but it was overcome with a lot of systems in place. I was a part of the project from the day of the site evaluation on the potential build site, up until the day the keys were handed to the new homeowners. I miss being involved in the growth of communities and would love to have the opportunity once again.

All aspects of Construction

Infrastructure, Power, Sewer, Water, Drain Fields, Septic Tanks Familiar with terminology Able to read blueprints Understand Framing and Concrete work Set backs, solar setbacks Drainage Professional Reliable

Thank You,
Mike Franklin

CITY OF NEWPORT

ORDINANCE NO. 2064

AN ORDINANCE AMENDING CHAPTER 2.05.025(A) OF THE MUNICPAL CODE RELATED TO THE COMPOSITION OF THE AIRPORT COMMITTEE

WHEREAS, Chapter 2.05.025(A) of the Newport Municipal Code provides that the Airport Committee shall include five full members; and

WHEREAS, Chapter 2.05.025(A) also provides that one member may be a non-resident; and

WHEREAS, The Airport Committee recommended to the City Council that the composition of the Committee be amended to include two non-resident members; and

WHEREAS, The City Council discussed the Airport Committee composition and concluded that the Committee membership be increased to seven full members;

THE CITY OF NEWPORT ORDAINS AS FOLLOWS:

Section 1. Chapter 2.05.025(A) is amended to read as follows:

2.05.025 Airport Committee

A. The Airport Committee shall include seven full members. The Mayor, the City Manager, and the Airport Director shall serve as non-voting ex officio members of the Airport Committee, but are not required to attend all meetings. Two members may be non-residents. Only full members shall be counted for quorum purposes.

Section 2. This ordinance shall become effective 30 days after passage.

Adopted by the Newport City Council on May 5, 2014

_____

Sandra N. Roumagoux, Mayor

ATTEST:

_____

Margaret M. Hawker, City Recorder

APPROVED AS TO FORM:

_____

Robert Connell, City Attorney

Spencer Nebel

From: Rob Connell
Sent: Tuesday, April 29, 2014 9:44 AM
To: Peggy Hawker
Cc: Spencer Nebel
Subject: RE: Ord. No. 2064 - Amending the Municipal Code - Airport Committee

Hi Peggy,

This ordinance is fine, and is approved as to form.

Rob

Robert W. Connell
City Attorney
City of Newport
P.O. Box 615
Newport, OR 97365

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

r.connell@newportoregon.gov

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From: Peggy Hawker
Sent: Monday, April 28, 2014 3:54 PM
To: Rob Connell
Cc: Spencer Nebel
Subject: Ord. No. 2064 - Amending the Municipal Code - Airport Committee

Hi Rob,

At the last Council meeting, staff was directed to draft an ordinance changing the composition of the Airport Committee to include seven members (rather than five) and to allow for two members to be non-residents (rather than one). Attached is a draft for your review.

Thanks so much.

peggy

AMENDMENT TO THE INTERIM OPERATION PROCEDURES FOR THE CITY OF NEWPORT COUNCIL MEETINGS DATED JANUARY 21, 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 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.

Agenda Item # VII.B.
Meeting Date May 5, 2014

CITY COUNCIL AGENDA ITEM SUMMARY
City Of Newport, Oregon

Issue/Agenda Title: Approve Oregon Water Resources Department (OWRD) Water Conservation, Reuse & Storage Grant Award Agreement

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

Issue Before the Council:

This agreement was forwarded for the Council consideration and approved at the April 7th, 2014 regular Council Meeting. The agreement was signed by the Mayor and returned to OWRD. Although the agreement had been previously reviewed by the Department of Justice (DOJ), OWRD sent the agreement to DOJ for another review which resulted in minor revisions. Although the revisions are non-substantive, the City's attorney advised returning the agreement to Council for approval again.

The changes to the agreement made by DOJ are shown in the attached draft agreement in a "track changes" format for easy review.

Staff Recommendation:

Approve the grant award agreement.

Proposed Motion:

I move to approve the Water Conservation, Reuse & Storage Grant Program grant agreement with the Oregon Water Resources Department, awarding the City of Newport $250,000 for the Big Creek Dams #1 & 2 Seismic Stability and Retrofit Feasibility Study, and authorize the Mayor to execute the agreement on behalf of the City of Newport.

Key Facts and Information Summary:

In October of 2013 City staff, assisted by the City's consultant Chase Park Grants, applied for a $250,000 Oregon Water Resources Department (OWRD) Water Conservation, Reuse & Storage grant to continue the seismic stability and retrofit feasibility study on the Big Creek dams. The City of Newport's grant application was awarded an "84", the highest score of all applicants and received a funding priority rating of "High." On March 10, 2014, the City received notification from OWRD that the City was awarded the grant for the full amount of $250,000.

Other Alternatives Considered:

None

City Council Goals:

- Plan for remediation or replacement of upper and lower Big Creek dams.

Attachment List:

- Water Conservation, Reuse & Storage Grant Program, Grant Agreement #GA-0062-15, Big Creek Dams #1 & 2 Seismic Stability and Retrofit Feasibility Study

Fiscal Notes:

None

Water Conservation, Reuse & Storage Grant Program

GRANT AGREEMENT
#GA-0062-15

Big Creek Dams #1 & 2 Seismic Stability and Retrofit Feasibility Study
By: City of Newport

OREGON WATER RESOURCES DEPARTMENT

GRANT AGREEMENT
GA-0062-15
Big Creek Dams #1 & 2 Seismic Stability and Retrofit Feasibility Study

BETWEEN: State of Oregon, acting by and through its (Grantor)
Oregon Water Resources Department,

The Grantor's Coordinator for this Grant is
Nancy Pustis– Grant Program Specialist
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
Phone Number: (503) 986-0919
Facsimile Number: (503) 986-0903
E-Mail Address: nancy.n.pustis@wrd.state.or.us

AND: City of Newport (Grantee)
Attn: Sandra Roumagoux
Title: Mayor
169 SW Coast Highway
Newport, Oregon 97365-3806
Contact: Timothy Gross
Telephone Number: 541.574.3369
Facsimile Number: 541.265.3301
E-Mail Address: t.gross@newportoregon.gov
Federal Identification Number: XXXXXXXXXXX

SECTION 1
LEGAL BASIS OF AWARD

Section 1.01 Legal Basis of Award. Pursuant to ORS 541.561 Grantor is authorized to enter into a Grant Agreement and to make an award, from the Water Conservation, Reuse and Storage Investment Fund, to Grantee for the purposes set forth herein.

Section 1.02 Agreement documents. This Agreement consists of the following documents, which are attached hereto and hereby incorporated into this Agreement by reference and are listed in descending order of precedence: this Grant, less all exhibits; Exhibit A (The Grant Budget); and Exhibit B (Statement of Work).

SECTION 2
GRANT AWARD

Section 2.01 Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of **$250,000** (the "Grant") from the Water Conservation, Reuse and Storage Grant Program to financially support development of feasibility or planning studies or activities designated within the Statement of Work set forth in Exhibit B attached hereto and incorporated herein by this reference (the "Project"). Grantee shall provide a dollar for dollar match of the amount of the Grant prior to disbursement of Grant moneys. Grantee agrees and acknowledges that Grantor may need to change the amount of the Grant based upon fluctuations in revenue, assessments to the Water Conservation, Reuse and Storage Grant Program or other factors. Changes to the Grant amount will be implemented through amendments to this Grant Agreement. The Grant Budget is allocated as identified on Exhibit A attached hereto and incorporated herein by this reference.

Section 2.02 Disbursement of Grant Moneys. Subject to Sections 2.03 and 2.04, Grantor shall disburse the Grant moneys to Grantee upon submission of a request for release of funds. The request for release of funds form must be completed and signed by the Grantee prior to approval and payout of any funds by Grantor. All tasks identified within the Statement of Work must be completed by Grant Availability Termination Date. The final 10% of grant moneys will be released for payment upon submission and approval of the Study Completion Report.

Section 2.03 Conditions Precedent to Each Disbursement. Grantor's obligation to disburse Grant moneys to Grantee pursuant to Section 2.02 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

a. Moneys are available to the Water Conservation, Reuse and Storage Grant Program to finance the disbursement;

b. Grantor has received sufficient funding, appropriations limitations, allotments, or other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;

c. Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement;

d. Grantee is in compliance with all reporting requirements of all active or prior Water Conservation, Reuse and Storage Grant Program grants; and

e. No default as described in Section 6.03 has occurred.

Section 2.04 Grant Availability and Termination Date. The availability of Grant moneys under this Agreement and Grantor's obligation to disburse Grant moneys shall begin upon Grantor's signature on Agreement and end on the Grant Availability Termination Date (the "GATD") **of June 30, 2015** or upon exhaustion of limitation available to the Water Conservation, Reuse and Storage Grant Program, whichever occurs first. Grantee shall not submit any reimbursement request for expenditures that occur after the GATD.

SECTION 3
USES OF GRANT

Section 3.01 Eligible Uses of Grant. Grantee's use of the Grant moneys is limited to those expenditures necessary for the purposes described in Exhibit B. Equipment purchases are hereby approved by the Grantor and limited to the list as shown in Exhibit A, the Grant Budget.

Section 3.02 Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant moneys to retire any debt, to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement. The aggregate of all disbursements of the Grant shall not exceed $250,000.

Section 3.03 Unexpended Grant Moneys. Any Grant moneys disbursed to Grantee, or any interest earned by Grantee on the Grant moneys, that are not expended by Grantee in accordance with this Agreement by the earlier of the Grant Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor. Grantee shall return all unexpended funds to Grantor within fifteen (15) days after the Grant Availability Termination Date.

SECTION 4
GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01 Existence and Power. Grantee has full power and authority to transact the business in which it is engaged and the legal right to execute and deliver this Agreement, and incur and perform its obligations hereunder.

Section 4.02 Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative Grantor or any provision of Grantee's articles of incorporation or bylaws and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03 Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04 Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

SECTION 5
GRANTEE'S AGREEMENTS

Section 5.01 Study Completion Report. Grantee shall complete the ~~Study~~ Project by the GATD ~~end date in Section 2.04 (the "Grant Availability Termination Date"~~) or such later date as the Grantor may designate, in Grantor's sole and absolute discretion, by written notice to Grantee; provided however, that if the total amount of the Grant is not available solely because one or more of the conditions set forth in Sections 2.03 (a) and (b) are not satisfied, Grantee will not be required to complete the Study.

Section 5.02 Quarterly Reports. No later than 30 days after the end of each calendar quarter, Grantee shall provide the Grantor with quarterly reports. The report must utilize the forms provided by the Grantor which will include information regarding the expenditure of Project and non-Project related funds, progress toward completion of the ~~Study~~Project, and a narrative on the activities completed as part of the ~~Study~~Project.

Section 5.03 Reporting. Grantee may be required to provide; a) additional reports on the Project as deemed appropriate by Grantor, b) a commitment to supply future reports on the Project, and c) a commitment to provide a report of any future action taken as a result of the Project.

Section 5.04 Accounting for expenses. Grantee shall account for funds distributed by the Grantor using forms provided by the Grantor.

Section 5.05 Release of Reports. All reports that the Grantor determines to be final and complete may be made available to the public.

Section 5.06 Records and Inspection. Grantee shall keep proper books of account and records on all activities associated with the Grant including, but not limited to, books of account and records on expenditure of the Grant moneys and on the services financed with the Grant moneys. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of six years after the GATD~~date set forth in Section 2.04~~ or the date that all disputes, if any, arising under this Agreement have been resolved. Grantee will permit Grantor, the Secretary of State of the State of Oregon, or their duly authorized representatives to inspect its properties, all work done, labor performed and materials furnished in connection with the activities financed with Grant moneys, and to review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of funds received from Grantor. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to records at any reasonable time for as long as the records are maintained.

Section 5.07 Compliance with Laws. Grantee shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant moneys and the activities financed with the Grant moneys. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section V of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659A.142, (d) all regulations and administrative rules established pursuant to the foregoing laws, and (e) all other application requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Section 5.08 Work Product.

(a) The Grantor and Grantee each acknowledge that performance of this Agreement may result in the discovery, creation or development of inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product"). Grantee agrees that it will promptly and fully disclose to the Grantor any and all Work Product generated, conceived, reduced to practice or learned by Grantee or any of its employees, either solely or jointly with others, during the term of this Agreement, which in any way relates to the business of the Grantor. Grantee further agrees that neither Grantee or Grantee's employees, nor any party claiming through Grantee or Grantee's employees, will, other than in the performance of this Agreement, make use of or disclose to others any proprietary information relating to the Work Product. All Services performed hereunder will include delivery of all source and object code and all executables and documentation. Grantee agrees that the Grantor shall have a copy of the most recent source code at all times.

(b) As part of the Work Product, the Grantee shall produce a Study Completion Report documenting the findings of the feasibility study. The Study Completion Report shall describe the findings of each of the project planning study elements (also known as key tasks) as identified in the attached Statement of Work.

(c) Grantee agrees that, whether or not the ~~Services are~~Project work is considered works made for hire or an employment to invent, all Work Product discovered, created or developed under this Agreement shall be and remain the sole property of the Grantor and its assigns. Except as specifically set forth in writing and signed by both the Grantor and Grantee, Grantee agrees that the Grantor shall have all copyright and patent rights with respect to any Work Product discovered, created or developed under this Agreement without regard to the origin of the Work Product.

(d) If and to the extent that Grantee may, under applicable law, be entitled to claim any ownership interest in the Work Product, Grantee hereby transfers, grants, conveys, assigns and relinquishes exclusively to the Grantor any and all right, title and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law. If any moral rights are created, Grantee waives such rights in the Work Product. Grantee further agrees as to the Work Product to assist the Grantor in every reasonable way to obtain and, from time to time, enforce patents, copyrights, trade secrets and other rights and protection relating to said Work Product, and to that end, Grantee and its employees will execute all documents for use in applying for and obtaining such patents, copyrights, trade secrets and other rights and protection with respect to such Work Product, as the Grantor may desire, together with any assignments thereof to the Grantor or persons designated by it. Grantee's and its employees' obligations to assist the Grantor in obtaining and enforcing patents, copyrights, trade secrets and other rights and protection relating to the Work Product shall continue beyond the termination of this Agreement.

(e) If and to the extent that any preexisting rights are embodied or reflected in the Work Product, Grantee hereby grants to the Grantor the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (a) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such preexisting rights and any derivative works thereof and (b) authorize others to do any or all of the foregoing.

SECTION 6
TERMINATION AND DEFAULT

Section 6.01 Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02 Termination by Grantor. Grantor may terminate this Agreement, for any reason, upon 30 days advance written notice to Grantee. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) there are not sufficient funds in the Water Conservation, Reuse, and Storage Investment Fund to permit Grantor to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the ~~Study~~ Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.04.

Section 6.03 Default. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

(a) Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; or

(b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the activities funded by the Grant, the expenditure of Grant

moneys or the performance by Grantee is untrue in any material respect when made; or

(c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

(d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04 Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, and declaration of ineligibility for the receipt of future Water Conservation, Reuse and Storage Investment Fund awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

SECTION 7
MISCELLANEOUS

Section 7.01 No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02 Reserved

Section 7.03. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (or any other Grantor

or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

Section 7.04 Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.05 Amendments. This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

Section 7.06 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.07 Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.08 Indemnity. Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and Grantor and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Grantee or its officers, employees, Grantees, or agents under this Agreement.

Section 7.09 Time is of the Essence. Grantee agrees that time is of the essence under this Agreement.

Section 7.10 Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Moneys; Section 5.06, Records and Inspection; and Section 7, MISCELLANEOUS.

Section 7.11 Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.12 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.13 Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venture

or related entity of the other by reason of this Agreement.

Section 7.14 Headings. The section headings in this Agreement are included for convenience only, they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.15 No Third Party Beneficiaries. Grantor and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

Section 7.16. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

GRANTOR

STATE OF OREGON
acting by and through its **Water Resources Department**

By:
Name: Tracy Louden
Title: Administrator, Administrative Services Division

Date: _____

GRANTEE

By:
Name: Sandra Roumagoux
Title: Mayor, City of Newport

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047 AND OAR 137-045-0030:

Assistant Attorney General:

Date: _____

EXHIBIT A
The Grant Budget

The Grant Budget is as follows:

Budget Category	Approved Budget
Staff Salary/Benefits	0
Contractual	$238,000
Equipment*	0
Other	0
Administration	$12,000
Subtotal of Grant Funds	**$250,000**
Match Funding - Expenditures from sources other than this grant program	$352,403
Grand Total	$602,403

* Specific Equipment purchases (include function, cost, relevance to project):

1) None
2)
3)

EXHIBIT B
Statement of Work

The grant application is hereby part of this Grant Agreement. Grant funds shall only be used to accomplish the following tasks, as fully identified in the application, in relation to the *Big Creek Dams #1 & 2 Seismic Stability and Retrofit Feasibility Study:*

~~Task 1) Grant Management.~~
~~Task 2) Update time histories and ground motion update for engineering evaluation.~~
~~Task 3) Engineering analyses.~~
~~Task 4) Engineering analysis technical memorandum.~~
~~Task 5) Risk analysis decision matrix.~~
~~Task 6) Corrective action alternatives development and evaluation~~
~~Task 7) Preliminary environmental review~~
~~Task 8) Planning report and presentation~~
~~Task 9) Technical assistance~~

- Task 1 – Grant Management (April 2014-February 2015): City of Newport will complete all contractual and fiscal paperwork required with the granting agency and the contracted engineering firm. City staff will carefully monitor project expenditures for adherence to the grant agreement. Proper documentation will be required before funds are expended, including but not limited to properly executed and approved invoices, receipts, or purchase orders. City staff will also be responsible for completing all fiscal and performance reports required by OWRD. The Director of Public Works will maintain regular in-person or phone meetings with the contracted Project Manager to track progress toward each project task and adherence to the timeline. Any unanticipated adjustments to the timeline or scope will be documented and reported to OWRD staff.
- Task 2 – Update Time Histories and Ground Motion for Engineering Evaluation (April 2014-May2014): HDR will conduct research and involve the Pacific Earthquake Engineering Research Institute (PEER) at Berkeley to determine new seismic design standards and update ground motions for engineering evaluations based on information from recent similar hazard earthquakes in Japan and Chile. Use of updated ground motion records for detailed seismic response evaluations and design will provide for the most up-to-date safety evaluation and decision making by the City.
- Task 3 – Engineering Analyses (May 2014-June 2014): HDR personnel will analyze safety concerns and any rehabilitation design completed during subsequent engineering evaluations, to include both simplified assessments based on empirically based seismic response models and more complex numerical simulations using advanced computer models such as FLAC (fast lagrangian analysis of continua).
- Task 4 – Engineering Analysis Technical Memorandum (July 2014): HDR will provide to the City of Newport a memorandum summarizing the results of the analyses and modeling to that date.
- Task 5 – Risk Analysis Decision Matrix (July 2014-October 2014): HDR will provide to the City of Newport a summarization of risk factors. The risk analysis will provide an explanation of the anticipated damage to the dams resulting from a variety of type and intensity of seismic events. The analysis will consider such factors as flood damage to the surrounding area as a result of dam breach or failure and preserving potable water for the City's use. The decision matrix provides the City of Newport with the tools to make a decision regarding the risk level to which solutions will be engineered.
- Task 6 – Corrective Actions Alternative Development and Evaluation (October 2014-December 2014): Based upon the City's accepted risk factor, as determined under Task 5, HDR will evaluate a range of rehabilitation concepts and methods including removal and replacement of materials, stability berms, and insitu densification and strengthening.

- Task 7 – Preliminary Environmental Review (January 2015): Based upon the decisions made under Tasks 5 and 6, HDR will identify the potential environmental impacts of the selected remediation strategy. HDR will also determine what federal, state, and local permits and approvals will be required to pursue the most likely remediation strategies.
- Task 8 – Planning Report and Presentation (January 2015-February 2015): HDR will make recommendations to the City of Newport based upon the level of risk and decisions made in Tasks 4 and 5. The report will provide details of potential environmental impacts and estimated costs to enable the City to reach a final decision regarding the remediation strategy to be pursued.
- Task 9 – Technical Assistance and Strategic Grants Planning (Ongoing April 2014-February 2015): Throughout the course of this project, the City of Newport is developing a strategic funding plan and will secure funding for subsequent phases of the feasibility study and construction. The City will continue work with technical consultants to execute the funding plan, receive grant-related technical assistance, cultivate relationships with funding agencies, and prepare and submit additional government grant applications in 2014.

Supplemental Requirements for Storage Projects

For storage projects that meet the following criteria, an addendum is required in the final report that clearly describes the following:

OAR 690-600-0050(2)

This study concerns a proposed storage project that would impound surface water on a perennial stream, divert water from a stream that supports sensitive, threatened or endangered fish or divert more than 500 acre-feet of surface water annually. Therefore, the following items must be addressed:

(a) Analyses of by-pass, optimum peak, flushing and other ecological flows of the affected stream and the impact of the storage project on those flows;

(b) Comparative analyses of alternative means of supplying water, including but not limited to the costs and benefits of conservation and efficiency alternatives and the extent to which long-term water supply needs may be met using those alternatives;

(c) Analyses of environmental harm or impacts from the proposed storage project; and

(d) Evaluation of the need for and feasibility of using stored water to augment in-stream flows to conserve, maintain and enhance aquatic life, fish life and any other ecological values.

(e) In addition, if the storage project is for municipal use, the grant agreement will require an analysis of local and regional water demand and the proposed storage project's relationship to existing and planned water supply projects.

It has been determined that OAR 690-600-0050 (2) applies to a project which will impound water in the future and requires certain analysis to determine what will change if the project being studied by the feasibility analysis is implemented. The Project identified in this grant agreement is concerning an impoundment that already exists; therefore the analysis listed in the OAR is not required at this time. Grantee acknowledges that substantive changes to the structure as a result of the Project will require additional compliance with current law to implement.

FOR IMMEDIATE RELEASE

CONTACT: Peggy Hawker
541.574.0613

CITY OF NEWPORT
TOURISM FACILITIES GRANT APPLICATIONS NOW AVAILABLE

Applications are now available for City of Newport Tourism Facilities Grants. Funding for these grants comes from the city's Room Tax Fund, and $100,000 has been earmarked for this purpose. The City Council and Tourism Facilities Grant Review Task Force have established a grant process for distributing the funds for projects which promote economic development relating to tourism.

The revised deadline for applying for the Tourism Facilities Grant is June 30, 2014 by 5:00 P.M. Applications will be reviewed by the Tourism Facilities Grant Review Task Force and recommendations will be forwarded to the City Council for final award.

Grant application materials can be found on the city's website at www.newportoregon.gov; click on departments; then on administration; then on city recorder. Information is also available by calling Peggy Hawker at 541.574.0613, or by e-mail at p.hawker@newportoregon.gov.

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TOURISM FACILITIES GRANT PROGRAM

Purpose

This grant program is intended to fund projects that develop tourism related facilities within the city limits of the City of Newport. The policy is intended to guide the City of Newport in accepting applications and considering grant proposals for funding under the Tourism Facilities Grant Program established by the Newport City Council. The Tourism Facilities Grant Program is funded by local transient room tax revenues, so state law controls the types of projects to which grants may be provided. If a project cannot meet legal requirements, it will not be awarded a grant.

Title

The provisions adopted by this Resolution shall be known as the "Tourism Facilities Grant Program Rules."

Policy

It is the policy of the city to make grant funds available to qualified applicants without regard to race, color, religion, sex, sexual orientation, national origin, marital status, age, disability, or familial status.

Definitions

1. "Applicant" means any 501(c) organization or government entity may apply for a grant from the Tourism Grant Program.

2. "City" means the City of Newport.

3. "City Manager" means the City Manager of the City of Newport or the City Manager's designee.

4. "Council" means the City Council of the City of Newport.

5. "Grant Agreement" is the legally binding contract between the city and the grant recipient. The grant agreement consists of the conditions specified in these rules, special conditions enumerated in the agreement, if applicable, and the grant application approved by the City Council.

6. "Grant Funds" means the funds requested by an applicant and/or the funds delivered to a grantee through the Tourism Facilities Grant Program.

7. "Match" is any contribution to a project made up of funds other than grant funds. Match may include:
   a. Cash on hand or cash that is pledged to be on hand prior to commencement of the project;

   b. Secured funding commitments from other sources; or

   c. Pending or potential commitments of funding from other sources. In such instances, Tourism Grant Program funding will not be released prior to secured commitment of the other funds. Pending commitments of the funding must be secured within the time provided in the grant agreement.

8. "Tourism Facilities Grant Review Task Force" is a task force, consisting of seven members, appointed by the City Council in accordance with Resolution No. 3553.

Definitions for "Tourism-Related Facilities"

1. "Conference center" means a facility that:

   a. Is owned or partially owned by a unit of local government, a governmental agency, or a nonprofit organization; and

   b. Meets the current membership criteria of the International Association of Conference Centers.

2. "Convention center" means a new or improved facility that:

   a. Is capable of attracting and accommodating conventions and trade shows from international, national and regional markets requiring exhibition space, ballroom space, meeting rooms and any other associated space, including but not limited to banquet facilities, loading areas, and lobby and registration areas;

   b. Has a total meeting room and ballroom space between one-third and one-half of the total size of the center's exhibition space;

   c. Generates a majority of its business income from tourists;

   d. Has a room-block relationship with the local lodging industry; and

   e. Is owned by a unit of local government, a governmental agency or a nonprofit organization.

3. "Tourism" means economic activity resulting from tourists.

4. "Tourism-related facility":

a. Means a conference center, convention center or visitor information center;
b. Means other improved real property that has a useful life of ten or more years and has a substantial purpose of supporting tourism or accommodating tourist activities.

5. "Tourist" means a person who, for business, pleasure, recreation or participation in events related to the arts, heritage or culture, travels from the community in which that person is a resident to a different community that is separate, distinct from and unrelated to the person's community of residence, and that trip:

   a. Requires the person to travel more than 50 miles from the community of residence; or

   b. Includes an overnight stay.

6. "Visitor information center" means a building, or a portion of a building, the main purpose of which is to distribute or disseminate information to tourists.

Application Requirements

1. Applications that do not comply with the requirements in this section will not be considered.

2. Applications must be submitted on a form provided by the city.

3. Applications for the 2014 grant cycle are due in the City Manager's office by 5:00 P.M. on Monday, June 30, 2014. Applicants must submit ten hard copies of the application and one electronic copy on a flash drive or memory stick. Applications submitted by e-mail or fax will not be considered.

4. All applicants shall supply the following information:

   a. Name of applicant;

   b. Name, physical and e-mail address, and fax and telephone numbers of the applicant's contact person(s) and, if applicable, the applicant's fiscal officer(s);

   c. The name and a description of the proposed project;

   d. Estimated line item budget for the project;

   e. Identification of specific project elements for which grant funds will be used;

f. A list of any non-grant funds, services or materials available or secured for the project and any conditions which may affect the completion of the project;

g. If the project is part of a multi-year project, and a new funding request continues a previously city-funded activity, a description of the previous project accomplishments and results as well as an accounting of past expenditures and revenues for the project;

i. A project schedule including times of project beginning and completion; and

ii. Any information requested by the Tourism Facilities Grant Review Task Force or the City Council in order to evaluate the project.

5. All applicants shall demonstrate a dollar for dollar match, based on the total grant funds request, at the time of application.

6. All applicants shall demonstrate that the grant funds requested will be used to fund tourism-related facilities.

7. Applications must include the following attachments:

a. If applicable, documentation from the Internal Revenue Service confirming that the applicant is a 501(c) tax exempt organization;

b. Three years of year-end revenue/expense summaries and current balance sheet, or feasibility study;

c. An executive summary of the business plan for the project, including a budget;

d. A time frame for fundraising, if applicable;

e. A time frame for project completion.

8. Clarification of information submitted may be sought from the applicant during the evaluation process.

Application Processing

1. Submission of an application does not ensure funding. Decisions to award grant funds will be made based on the criteria and rating schedule attached to these rules as Exhibit A. The City Council may elect to terminate the Tourism Facilities Grant Program and not award any grant funds.

2. The Tourism Facilities Task Force will review all applications that comply with the application requirements included in these rules (qualifying applications). The

Tourism Facilities Task Force will then rate the qualifying applications based on the criteria and rating schedule attached to these rules as Exhibit A.

3. All applicants who submit qualifying applications will be invited to make an oral presentation to the Tourism Facilities Task Force.

4. Based on the application materials submitted and the applicant's oral presentation, the Tourism Facilities Task Force will forward a recommendation to the City Council as to which applicants should be awarded grant funds, as well as the recommended amount of grant funds to be awarded to each applicant.

5. Applicants recommended to the City Council by the Tourism Facilities Task Force will be expected to make an oral presentation before the City Council.

6. The City Council is not bound by the Tourism Facilities Task Force recommendations.

7. The City Council will make its decision as to which applicants should be awarded grant funds, as well as the amount of grant funds to be awarded to each applicant based on the criteria and rating schedule attached as Exhibit A.

8. The city may require additional information from the applicant to aid in evaluating and considering a proposed project.

9. Applicants will be notified in writing of award of a grant or denial of an application. Written notifications will be sent by first class mail to the address provided in the application. Notifications will be deemed received by the applicant three calendar days after deposit by the city in the United States Mail.

Grant Agreement Conditions

1. If a grant application is approved, the City Manager, on behalf of the city, will enter into a grant agreement with the grantee.

2. If the grant agreement has not been fully executed by all the parties within one month of City Council approval, funding shall be terminated. The money allocated to the grant shall be available for reallocation by the city.

3. The terms of the grant agreement may be tailored to fit the project for which the grant funds are awarded. Grantees shall comply with all grant agreement conditions.

4. Obligations of the city under the grant agreement are contingent upon the availability of monies for use in the Tourism Facilities Grant Program.

5. The grantee shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under the agreement.

6. Grant funds may not be used to refinance existing debt.

7. The grantee is responsible for all the expenses of the operation and maintenance of the project, including but not limited to adequate insurance, and any taxes or special assessments applicable to the project.

8. The grantee shall comply with all prevailing wage laws if they are applicable to the project.

9. The applicant's total financial resources must be adequate to ensure completion of the project.

10. Upon notice to the grantee in writing, the City Manager may terminate funding for projects not in compliance with the terms of the grant agreement. The money allocated to the project but not used will be available for reallocation by the City Council.

11. The grantee will obtain all required permits and licenses from local, state, or federal government entities.

12. The city may place additional conditions in the grant agreement as necessary to carry out the purpose of the Tourism Facilities Grant Program, including any provisions that the City Manager considers necessary to ensure the expenditure of funds for the purposes set forth in the application.

Distribution of Funds

1. The city will not reimburse the grantee for any expenditures incurred prior to the signing of the grant agreement by all parties.

2. Prior to disbursement of grant funds, the grantee must provide proof that the dollar for dollar required match, based on the total grant funds awarded, has been secured.

3. Funds shall not be disbursed until the City Manager receives satisfactory evidence that necessary permits and licenses have been granted and documents required by the city have been submitted.

4. The city shall retain ten percent of the grant funds until the final project report, as required by the grant agreement, has been approved by the city. Final reports are due within 60 days of project completion. Any unexpended grant funds must be returned to the city with the final report. Upon receipt of the final report, the city shall have 90 days to approve the completed report or notify the grantee of any concerns that must be addressed or missing information that must be submitted before the report is considered complete and reviewed for approval. Once the

final report has been approved the final payment shall be promptly provided to the grantee.

Appeals

1. If the Tourism Facilities Task Force or the City Council denies a grant application, the applicant may appeal the denial to the City Council by submitting a written notice of appeal to the City Manager's office within five business days of the receipt of the denial.

2. Within 20 calendar days of the city's receipt of the written appeal, the City Council will review the denial on the record of the application. No new information will be accepted for review.

3. The applicant is not entitled to an appeal hearing.

4. The City Council's decision on the appeal is final.

5. The City Council's decision regarding the appeal will be transmitted to the applicant at the address provided in the application, by first class mail.

Agenda Item # VIII.B.
Meeting Date May 5, 2014

CITY COUNCIL AGENDA ITEM SUMMARY
City Of Newport, Oregon

Issue/Agenda Title: Brown and Caldwell Inc. Engineering Services Agreement (Consultant of Record) Contract Extension

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

Issue Before the Council:

Extension of the engineering service agreement as Consultant of Record with Brown and Caldwell Inc. for wastewater engineering services

Staff Recommendation:

Approve the contract extension

Proposed Motion:

I move to approve Amendment No. 2 to the Engineering Services Agreement with Brown and Caldwell dated April 12, 2010 extending the agreement through April 12, 2015 and authorize the City Manager to execute the amendment on behalf of the City of Newport.

Key Facts and Information Summary:

The engineering services agreement with Brown and Caldwell expired on April 12, 2014. Brown and Caldwell is the engineer of record for wastewater engineering services. The original contract expired on April 12, 2013 and Amendment No. 1 extended the contract date to April 12, 2014.

City of Newport purchasing guidelines allows the extension of this Contract only after making written findings that amending the existing Contract will:

1. Promote efficient use of public funds and resources and result in substantial cost savings to the Contracting Agency;
2. Protect the integrity of the public contracting process and the competitive nature of the procurement process by not encouraging favoritism or substantially diminishing competition in the award of contracts; and
3. Result in a contract that is still within the scope of the final form of the original procurement document.

Brown and Caldwell has been working with the City on the Agate Beach Wastewater Improvement Project, the Wastewater System Master Plan, and many others. It is in the financial best interests of the City to maintain our current contractual relationship with Brown and Caldwell because of the

intellectual investment made by their staff in the Agate Beach Improvements. To bring another engineer up to speed with the Agate Beach Wastewater Plan, the requirements of the preliminary permitting, and the integration of the Agate Beach Wastewater Plan into the Wastewater System Master Plan as a whole would require significant time and expense.

Brown and Caldwell was originally selected as the City's Engineer of Record for Wastewater through a qualifications based competitive selection process. They have shown themselves to be a highly qualified engineer and have provide the City with good design and sound advice. The manner in which this contract is proposed to be extended complies with public purchasing rules which protect the competitive nature of the procurement process and require the Contracting Agency to procure services on a qualifications based standard for the purposes of eliminating favoritism.

This extension if in conformance with the final scope and form of the original agreement. The only modification is an adjustment of the fee schedule allowed on an annual basis per section 3A of the master agreement.

Other Alternatives Considered:

None

City Council Goals:

N/A

Attachment List:

- Amendment No. 2 to Engineering Services Agreement (Consultant of Record), Brown and Caldwell
- Exhibit A - 2014 Fee Schedule

Fiscal Notes:

None

CITY OF NEWPORT

AMENDMENT NO. 2

TO ENGINEERING SERVICES AGREEMENT
(CONSULTANT OF RECORD)

This AMENDMENT NO. 2 to the Engineering Services Agreement dated April 12, 2010, hereinafter called Agreement, between the City of Newport, (CITY), and Brown and Caldwell, Inc., (ENGINEER).

A. CONTRACT EXTENSION

This Contract is hereby extended through April 12, 2015.

B. LABOR RATE INCREASE

Client shall pay consultant per the updated Schedule of Hourly Billing Rates, contained in Exhibit A, effective as of April 25, 2014, attached hereto and incorporated herein.

All other terms and conditions shall remain unchanged and in full force and effect.

CITY OF NEWPORT:

By: _____

Title: _____

Date: _____

BROWN AND CALDWELL, INC.:

By: _____

Title: Vice President

Date: _____

Brown and Caldwell Schedule of Hourly Billing Rates

Level	Engineering	Technical/Scientific	Administrative	Hourly Rate
A			Office/Support Services I	$49
B	Drafter Trainee	Field Service Technician I	Word Processor I Office/Support Services II	$57
C	Assistant Drafter	Field Service Technician II	Word Processor II Office/Support Services III	$65
D	Drafter Engineering Aide Inspection Aide	Field Service Technician III	Accountant I Word Processor III Office/Support Services IV	$76
E	Engineer I Senior Drafter Senior Illustrator Inspector I	Geologist/Hydrogeologist I Scientist I Senior Field Service Technician	Accountant II Word Processor IV	$90
F	Engineer II Inspector II Lead Drafter Lead Illustrator	Geologist/Hydrogeologist II Scientist II	Accountant III Area Business Operations Mgr Technical Writer Word Processing Supervisor	$104
G	Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator	Geologist/Hydrogeologist III Scientist III	Accountant IV Administrative Manager	$121
H	Senior Engineer Principal Designer Senior Construction Engineer Senior Engineer	Senior Geologist/Hydrogeologist Senior Scientist	Senior Technical Writer	$142
I	Principal Engineer Principal Construction Engineer Supervising Designer	Principal Geologist/Hydrogeologist Principal Scientist	Corp.Contract Administrator	$167
J	Supervising Engineer Supervising Constr. Engineer Supervising Engineer	Supervising Scientist Supervising Geologist/ Hydrogeologist	Assistant Controller	$196
K	Managing Engineer	Managing Geologist/Hydrogeologist Managing Scientist	Area Bus Ops Mgr IV	$218
L	Chief Engineer Executive Engineer	Chief Scientist Chief Geologist/Hydrogeologist	Corp Marketing Comm. Mgr.	$240
M	Vice President			$240
N	Senior Vice President			$240
O	President/Executive Vice President			$240
P	Chief Executive Officer			$240

Agenda Item # VIII.C.
Meeting Date May 5, 2014

LOCAL CONTRACT REVIEW BOARD AGENDA ITEM SUMMARY
City Of Newport, Oregon

Issue/Agenda Title: Purchase of Self-Contained Breathing Apparatus (SCBA)

Prepared By: Phil Paige, Fire Chief Dept Head Approval: PLP City Manager Approval: _____

Issue Before the Council: Should staff be authorized to purchase self-contained breathing apparatus (SCBA) and associated air bottles and equipment?

Staff Recommendation:
Staff recommends that the purchase of SCBA equipment, with funding from the FEMA AFG Grant and other currently appropriated funds, be approved at a total price not to exceed $224,525.

Proposed Motion:
I move that the Fire Chief be authorized to purchase SCBA equipment, with currently budgeted funds under City Grant Expense (account #101-1090-6242), at a total amount not to exceed $224,525.

Key Facts and Information Summary:
On June 19, 2012, the Council authorized the application for a FEMA AFG grant to replace obsolete SCBA equipment for the Fire Department.

On August 5, 2013, the Council accepted the grant award in the amount of $189,525, and adopted Resolution No. 3644, adopting a supplemental budget, appropriating $35,000 for matching funds and to cover the costs of SCBA equipment not covered under the grant. The current budget plans for this purchase under City Grant Expense (account #101-1090-6242), at an amount not to exceed $224,525.

A committee met for several months and reviewed the three main products available (MSA, Scott and Draeger). They spoke with vendors and with other fire departments using the equipment. The committee provided sample equipment, and solicited feedback from all members of the fire department. The committee conducted a thorough review, rating the usability, warranty information, compatibility with neighboring fire departments, and the cost of purchase and continuing maintenance of the equipment.

The committee recommendation is to purchase the Draeger SCBA equipment. The regional dealer for Draeger equipment is L. N. Curtis & Sons. Draeger equipment is available through the FireRescue Group Purchasing Organization (GPO) under contract #VH11277, which also greatly simplifies the purchasing process, as it already complies with local and state requirements and alleviates the need for a drawn out RFP/bidding process.

Other Alternatives Considered:
The MSA and Scott products were reviewed and found to be less desirable in areas such as pricing, maintenance, options, ease of use, and serviceability.

Attachments:
SCBA Review Committee comparison matrix
Information from L. N. Curtis & Sons and Draeger
GPO summary sheet

Fiscal Notes:
This purchase is anticipated in the current budget and the purchase price is within budget.

SCBA Selection Process

Comparison Matrix

	Price Point								Survey
Brand	SCBA Price	Cylinder Price	Mask Price w/com	Pack Frame	Electronics	Mask	Maintenance Costs	RIT Pack Price	Ranking
Drager	4623.86	601.14	852.27	15 Yrs	3 Yrs	10 Yrs		2204.81	1
MSA	4860.00	705.00	950.00	15 Yrs	1/5 Yrs	5 Yrs	UNK	3800.00	2
Scott	-	-	-	-	-	-	-	-	3

Draeger Extended Warranty – Details forthcoming

MSA Extended Warranty – Years 6-10 is $330, Years 6-15 is $380.

Draeger – Piggyback bid available (FireRescue GPO)

MSA – Piggyback bid not available.

L.N.CURTIS & SONS

TOOLS FOR HEROES® **since 1929**

Training Program offering and Service:

L.N. Curtis & Sons will provide training at the City of Newport Fire Department. Training will provide **both classroom and hands on learning**, including instructions on donning and doffing the SCBA as well as user maintenance. Training will be tailored to the City of Newport Fire Department's needs. Also included with our offering is on site fit testing of all Newport FD personnel to ensure every firefighter is provided with the proper fitting SCBA Mask.

In addition, LN Curtis and Sons will provide **fit testing** and annual **Flow Testing** of the Draeger SCBA's and masks the **second year of service**. (One year after delivery and in-service of SCBA's)

LN Curtis & Sons has factory trained Draeger service technician that handle warranty repairs and service as well as annual flow testing/fit testing. Your local Oregon Coast Service Technician is Todd French based out of Seaside, Oregon. Further information on service and training can be provided upon request.

Sincerely,

Josh Wood
LN Curtis & Sons-
Sales Territory Manager- Central/Southern Oregon
Mobile- 541-953-5368
Office- 800-426-6633
Email- jwood@lncurtis.com

DRAEGER PSS 7000 COST OF OWNERSHIP
OVER A 15 YEAR PERIOD

L.N.CURTIS & SONS
TOOLS FOR HEROES® since 1929

SCBA coverage	Description	Price	Qty	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
4057739	QC Ballnose O-Ring	$0.88	1	$0.88	$0.88	$0.88	$0.88	$0.88	$0.88	$0.88	$0.88	$0.88	$0.88	$0.88	$0.88	$0.88	$0.88	$0.88
4057748	LDV Connector O-Ring	$0.54	1	$0.54	$0.54	$0.54	$0.54	$0.54	$0.54	$0.54	$0.54	$0.54	$0.54	$0.54	$0.54	$0.54	$0.54	$0.54
3356704	AA Battery (Sentinel); Qty=10	$1.96	5	$9.82	$9.82	$9.82	$9.82	$9.82	$9.82	$9.82	$9.82	$9.82	$9.82	$9.82	$9.82	$9.82	$9.82	$9.82
4588183	CR123 Battery (HUD & Back-up)	$5.18	2	$10.36	$10.36	$10.36	$10.36	$10.36	$10.36	$10.36	$10.36	$10.36	$10.36	$10.36	$10.36	$10.36	$10.36	$10.36
R56562	Exhalation Valve Disc	$9.88	1				$9.88				$9.88				$9.88			
R56204	Speech Diaphragm	$15.44	1						$15.44						$15.44			
T10549	Speech Diaphragm O-Ring	$2.28	1						$2.28						$2.28			
		Total		$21.60	$21.60	$21.60	$31.48	$21.60	$39.32	$21.60	$31.48	$21.60	$21.60	$21.60	$49.20	$21.60	$21.60	$21.60
		Average Annual Cost		$25.94														
If Comms are purchased...																		
R56812	AAA Battery (FPS-COM-ADVANCI	$1.54	2	$3.08	$3.08	$3.08	$3.08	$3.08	$3.08	$3.08	$3.08	$3.08	$3.08	$3.08	$3.08	$3.08	$3.08	$3.08
		Total		$24.68	$24.68	$24.68	$34.56	$24.68	$42.40	$24.68	$34.56	$24.68	$24.68	$24.68	$52.28	$24.68	$24.68	$24.68
		Average Annual Cost		$29.02														

	W/O Comm	W/ Comm
Years 1-5 Kit	$117.88	$133.28
Years 6-10 Kit	$135.60	$151.00
Years 11-15 Kit	$135.60	$151.00

Dräger

Dräger

Limited Warranty

PSS 5000 & PSS 7000 SCBAs

Subject to the terms and conditions below, the warranty period is:

- 15 years for the Backplate and Harness
- 15 years for the 1st & 2nd Stage Reducers
- 10 years for the Pneumatic Hoses
- 10 years for the Face Mask
- 3 years for the Heads-Up Display (HUD)
- 3 years for the System Electronics (Sentinel 7000, Electronic Gauge, & PASS Alarm)
- 1 year for the FPS-COM Communication System
- 1 year for the Lapel Microphone
- Compressed Air Cylinders are per DOT

Consumable items such as head straps, hair nets, lens, o-rings, and loose batteries are warranted at delivery only.

An extended warranty is available for purchase:

- Customized Total Care programs and extended warranties are available from the Draeger Service Department

You can register your product at:

- www.draeger.com/warranty

Draeger warrants to the original end user only that the product shall, for the period defined above (the "Warranted Period"), be free from defects in workmanship and material under normal recommended use and service, as outlined in Draeger's instruction manual and maintenance requirements, including those prescribed by applicable approval and regulatory agencies (the "Use and Maintenance Requirements").

During the Warranted Period, Draeger shall repair or replace, at its option, any Product or part thereof found to fail to meet this Warranty. The Warranty shall not apply to any damage or failure resulting from non-compliance with the Use and Maintenance Requirements, misuse, abuse, misapplication, improper installation, improper operation, negligence, accidental damage, mechanical, electrical or environmental circumstances, normal wear and tear of parts, or other defects not related to workmanship or material. Any unauthorized repair, modification or adjustment of the Product completely voids this Warranty. Expendable, disposable and consumable parts are warranted at delivery only. Draeger extends no other warranty.

This Warranty is strictly limited to its terms and is in lieu of all other warranties or guarantees, expressed or implied, arising by operation of law, course of dealing, usage of trade or otherwise. DRAEGER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. This is a factory warranty. No Product removal, installation, or transportation charges are covered under this Warranty. This warranty may not be changed or modified, or the Warranted Period extended, except in writing signed by an authorized employee of Draeger.

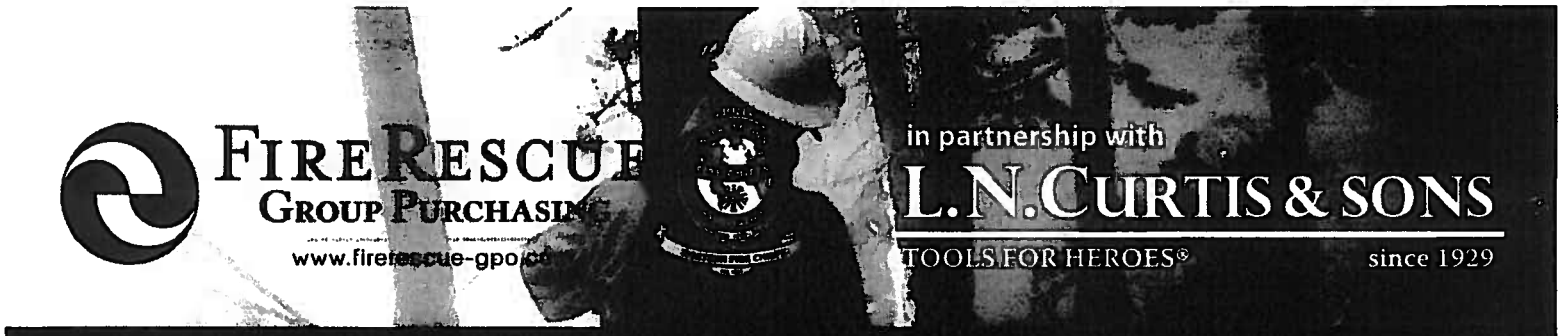
To obtain service under this Warranty, you must obtain a Service Return Authorization (SRA) number by contacting:

- In the United States: Draeger Safety, Inc. Customer Service Department, 101 Technology Drive, Pittsburgh, PA 15275 at (800) 858-1737 or (412) 788-5600

- In Canada: Draeger Safety Canada, Ltd., Customer Service Department, 7555 Danbro Crescent, Mississauga, Ontario L5N 6P9 at (905) 821-8988

Subsequently, the affected Product(s) must be forwarded, with the transportation charges prepaid, to the Draeger Authorized Service Center as indicated by Draeger Customer Service, referencing the obtained SRA number.

Repairs or replacements shall not interrupt or extend the Warranted Period. In no event shall Draeger be liable for loss of profit or any incidental, indirect, punitive or consequential damages.



L. N. Curtis & sons is pleased to partner with the FireRescue Group Purchasing Organization and the Western Fire Chiefs Association to supply Personal Protection Equipment and related products and services to public agencies.

CONTRACT #VH11277 INCLUDES:

(although is not limited to...)

- Apparel (personal, firefighter, department apparel), Badges, other related items
- Bags, Gear
- Bail-Out Systems (escape belts, rappelling equipment, other escape equipment)
- Breathing Apparatus (SCBA and related equipment, services)
- Equipment, Rescue (ropes, RIT, utility items, other)
- Extrication Tools (cutters, spreaders, rams, combi-tools, stabilization struts, other)
- Fire Extinguishers (handheld, portable, wheeled)
- Foam, Firefighting
- Generators
- Gloves (rescue, proximity, structural)
- Goggles, Eye Protection
- Helmets (firefighting, rescue, head protection)
- Hoods
- Hose, Reels, Nozzles, Monitors, hose-related accessories
- Ladders, ladder safety accessories
- Books, Educational & Training
- Pumps
- Repair, Maintenance, Alteration services (NFPA 1851) for Firefighting Coats & Pants
- Saws, Rescue
- Shelters, Inflatable Tents
- Storage Racks and Cabinets, Firefighting Gear
- Thermal Imagers
- Tools
- Turnout Coat, Pants (wide variety of materials, styles, accessories and options available)
- Video Systems, Security & Rescue
- Water Tanks, accessories
- Wildland Firepumps
- Wildland Gear, tools

WHO DO I CONTACT FOR ORDERING, QUOTES AND PRODUCT INFORMATION?

Contact your nearest L.N. Curtis & sons operations center:

CO, ID, MT, NV, UT, & WY
(800) 426-0509 | slcsales@lncurtis.com

Northern CA
(800) 443-3556 | oaksales@lncurtis.com

Southern CA
(866) 557-0254 | lasales@lncurtis.com

AK, OR, & WA
(800) 426-6633 | nwsales@lncurtis.com

HI, AZ, & NM
(877) 453-3911; (808) 595-7700 (HI local) | azsales@lncurtis.com

All Other States - orders must be approved by the manufacturer prior to order acceptance by L.N. Curtis & sons
(510) 268-3344 | FRGPO@lncurtis.com

WHO CAN USE THIS CONTRACT?

Members of the FireRescue-GPO and the National Purchasing Partners

WHY USE THIS CONTRACT?

- "...just about **EVERYTHING** a firefighter needs!"
- Receive **LOCAL SUPPORT**
- Save **TIME**
- Save **MONEY**
- **NO** $$$ limitations
- Competitively bid and publicly awarded contract available for "piggy-backing" by other public agencies

FireRescue-GPO/NPP INFORMATION?

For information about this contract or to become a member of the FireRescue-GPO/NPP, contact:

Customer Service (877) 329-8847
CustomerService@firerescue-gpo.com