



CITY COUNCIL AGENDA
Monday, February 3, 2014 - 6:00 P.M.
Council Chamber

The City Council of the City of Newport will hold a City Council meeting on Monday, February 3, 2014, at 6:00 P.M. The City Council Meeting will be held in the Council Chambers, City Hall, located at 169 S.W. Coast Highway, Newport, Oregon 97365. A copy of the agenda follows.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting to Peggy Hawker, City Recorder at 541.574.0613.

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

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

I. Pledge of Allegiance

II. Call to Order and Roll Call

III. Public Comment

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

IV. Consent Calendar

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

- A. Approval of Minutes from the City Council Work Session and Regular Meeting of January 21, 2014, and the Joint City Council Meeting with the Lincoln County Commissioners of January 15, 2014 (Hawker)
- B. Mayoral Committee Appointments
 - 1. Confirm the Mayor's Appointment of Martha E. Adcox to the Senior Citizen Advisory Committee for a Term Expiring 12/31/2015
 - 2. Confirm the Mayor's Appointment of Fred Springsteen to the Audit Committee for a Term Expiring 12/31/2015

V. 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. Speakers may not yield their time to other.

- A. Public Hearing and Possible Adoption of Ordinance No. 2062 - Amending Ordinance No. 1922, as Amended by Ordinance No. 1931, Relating to the 2007 Annexation of 102.23 Acres in South Beach

VI. Communications

- A. Salmon for Oregon - Spring Chinook Project Update - Jim Wright

VII. City Manager Report

- A. Schedule Public Forum Date for the Curbside Compostables Program
- B. Approval of ODOT Right-of-Way Services Agreement and Authorization of Additional Funding for the Highway 101 Pedestrian Safety Project
- C. Response to Bicycle\Pedestrian Advisory Committee Recommendations
- D. Annual Update on Use of Force as Required by SB111
- E. Revised Budget Schedule

VIII. Report from Mayor and Council

IX. Public Comment

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

X. Adjournment



CITY MANGER'S REPORT AND RECOMENDATIONS
CITY COUNCIL AGENDA
Monday, February 3, 2014
Council Chamber

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.

AGENDA ITEMS

IV. Consent Calendar

Background:

The consent calendar consisted 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 Work Session and Regular City Council Meeting of January 21, 2014, and the Joint City Council Meeting with Lincoln County Commissioners on January 15, 2014
- B. Confirm the Mayor's Appointments to the Following Committees:
 - 1. Confirm the Mayor's appointment of Martha E. Adcox to the Senior Citizen Advisory Committee for a Term Expiring 12/31/2015;
 - 2. Confirm the Mayor's Appointment of Fred Springsteen to the Audit Committee for a Term Expiring 12/31/2015

Recommended Action:

I recommend that a motion be made for approval of the consent calendar for the February 3, 2014 City Council meeting.

Fiscal Effects:

None

Alternatives:

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

Agenda Packet Reports:

Minutes from the City Council work session and regular meeting of January 21, 2014, and the joint City Council meeting with the Lincoln County Commissioners; application from Martha Adcox to serve on the Senior Citizen Advisory Committee; and application from Fred Springsteen to serve on the Audit Committee are included in the full packet.

V. Public Hearing

Agenda Item: V.A.

Public Hearing and possible adoption of Ordinance No. 2062 - amending Ordinance No. 1922, as amended by Ordinance No.1931, relating to the 2007 annexation of 102.23 acres in South Beach

Background:

On June 18, 2007, the Newport City Council adopted Ordinance No. 1922 which provided for the annexation and zoning of 102.23 acres of property in South Beach. This property included a site for the Oregon Coast Community College along with Phase 1 of the Wilder Planned Development and Landwaves, Inc. The Oregon Department of Transportation appealed the City of Newport's decision which resulted in the affected parties entering into a settlement agreement which included making upgrades to the intersection of SE 40th Street and US 101 and imposed "trip cap" of 180 peak hour vehicle trips attributed to new development at this improved intersection. These provisions were incorporated in Ordinance No. 1931 which amended the original annexation Ordinance (No. 1922).

Since that time, the City has extended the duration of the South Beach Urban Renewal Plan to create a funding source for right-of-way and intersection improvements including updating its Transportation System Plan. Lincoln County adopted the complementary changes to its Transportation System Plan, and the State of Oregon agreed to allow more congestion on US 101 in South Beach through utilization of alternative mobility targets which were recently approved by the Oregon Transportation Commission through an amendment on 12/18/13.

On December 10, 2013, Bonnie Serkin, Chief Operating Officer for Landwaves, Inc., submitted a letter to the City asking that the limitations included on Ordinance No. 1931 be eliminated based on the subsequent actions. The City Council initiated amendments to the land use ordinance on 12/16/13 to make these necessary changes. Required notice has been placed with the Department of Land Conservation and Development for the Planning Commission and City Council hearings, in the Newport News-Times on January 3, 2014, and on January 24, 2014 respectively. Ordinance No. 2062 will repeal sections 3(B), 3(C), and 3(D) of Ordinance No. 1922 eliminating the reference to intersection improvements to S.E. 40th Street and US 101, eliminating the prohibition for the City to issue building permits for land uses in the annexed territory which would generate more than 180 peak hour trips, utilizing instead the provisions in the City of Newport Transportation System Plan, Lincoln County Transportation System Plan and the State of Oregon Highway Plan, which places new, more flexible, mobility targets for US 101 and eliminating the parameters on how the analysis would be performed to establish compliance with the previously established quota of 180 peak hour trips.

Recommended Action:

I recommend that the Mayor conduct a public hearing on Ordinance No. 2062 which repeals sections 3(B), 3(C), and 3(D) of Ordinance No. 1922, as amended by Ordinance No. 1931, removing references to the improvements of the S.E. 40th Street intersection with US 101; the imposed trip cap of 180 peak hour vehicle trips; and the elimination of the parameters to establish compliance with the 180 peak hour trip limitations, as currently required.

I further recommend that the City Council approve, by voice vote, a motion for reading Ordinance No. 2062 by title only, an ordinance amending Ordinance No. 1922, as amended by Ordinance No.1931, relating to the 2007 Annexation of 102.23 acres in South Beach.

I further recommend that the City Council adopt Ordinance No. 2062 by roll call vote, an ordinance amending Ordinance No. 1922, as amended by Ordinance No.1931, relating to the 2007 Annexation of 102.23 acres in South Beach.

Fiscal Effects:

None directly by this action. Elimination of the trip cap of 180 peak hour vehicle trips will allow future developments to utilize the less restrictive methodologies that have since been adopted by the City of Newport, Lincoln County, and the Oregon Department of Transportation regarding traffic flow and mobility in South Beach.

Alternatives:

None recommended.

Agenda Packet Reports:

See report by D. Tokos which includes proposed Ordinance No. 2062 and other supporting material.

VI. Communications

Agenda Item: VI.A.

Salmon for Oregon - Spring Chinook project update by Jim Wright

Background:

On May 21, 20 2012, James Wright, Executive Director for Salmon for Oregon Association (SFO) and David Landkamer, OSU Sea Grant specialist, presented efforts to create a spring salmon fishery in Yaquina Bay to the City Council. This program included the creation of net pen rearing and release of hatchery stocks of Chinook salmon in Yaquina Bay, which would in time create a spring salmon fishery as the salmon return to the location in which they were reared. This would have a positive economic impact on those communities that would be hosting these types of facilities through an increase in tourism, lodging, guide services, charters, sport and commercial fishing, and other impacts on the local community.

Since that time, Salmon for Oregon has been working with the Oregon Department of Fish and Wildlife to move this project forward. In addition, Salmon for Oregon has since been granted 501(c)(3) status from the IRS as a public charitable organization. In January of this year, SFO held an open house in Newport where over 200 interested parties participated in a discussion about the proposal for a spring Chinook project for Yaquina Bay. Furthermore, SFO has obtained significant contributions from various organizations and individuals to offset costs that would be necessary to go forward with this initiative. Jim Wright is requesting that the City Council consider a commitment of \$5,000 toward the efforts of the SFO to bring this project to final fruition.

In reviewing the City's policy for tourism and related projects, the City has relied on two sources of funds relating to these types of requests. For infrastructure costs (which would probably be appropriate for the costs to develop the required net pen rearing facility), the City Council has

utilized the Tourism Facilities Grant Program which was discussed at the last City Council meeting. Based on this discussion, the Council has requested an appropriation amendment to be made to secure the original final commitment of \$100,000 in grant funding for infrastructure improvements relating to tourism within the City of Newport. The second source of funds that are provided on a grant basis are the Tourism Marketing Grant Funds. The purpose of this grant program is to promote tourism and increase stays in lodging establishments within the City of Newport with priority given to events and activities scheduled for the off season (September 15 through June 15). In both cases, there is a separate review process for granting the funds which SFO could be afforded. I'm anticipating a budget amendment will be brought before the City Council at the second meeting February to address the Tourism Facilities Grant funds so that this application process could be reinitiated for a final round. This potentially could be funded yet in this fiscal year. I am certainly open to any other suggestions from Council on how to proceed with this request.

Jim Wright will give an overview of their progress and request for the City Council's consideration.

Recommended Action:

If the Council would like to support this effort I would recommend that the City Council direct SFO to one of our appropriate grant sources for consideration of possible funding.

Fiscal Effects:

None by this action.

Alternatives:

Defer this issue to the July 1, 2014 fiscal year or as suggested by the City Council.

Agenda Packet Reports:

See attached email from Jim Wright dated January 29, 2014, with supporting materials attached.

VII. City Manager Report

Agenda Item: VII.A.

Schedule a public forum regarding Curbside Compostables Program through the City's solid waste agreement with Thompson Sanitary Service.

Background:

On April 1, 2013, the City Council assigned Councilors Mark Saelens and David Allen to discuss possible recycling opportunities with Thompson's Sanitary Service for city residents. A series of meetings were held with a report being provided to the City Council at the November 18, 2013 meeting regarding the possibilities of including a provision for the collection of compostable waste from residential customers in the City of Newport. This would include various forms of yard, garden, and food waste which would be placed in containers separate from the recycling and household waste containers. The materials would be collected curbside and transported to a composting facility. This would reduce the amount of compostable waste entering landfill; reduce the volume of household refuse that would be collected at homes and transported to landfills; and provide additional service to property owners who must deal with yard waste on their own. Thompson's Sanitary Service will be giving the City Council and overview of the preliminary findings that resulted from a survey on opinions about participating in this type of program. There would be additional costs for the compostable component of the waste stream. In some cases,

this may reduce the cost to property owners who are currently placing this compostable waste in their regular garbage process potentially offsetting a portion of these expenses. Councilors Saelens and Allen are recommending that the City Council proceed with a public forum before the Newport City Council at the February 18, 2014 City Council meeting at which representatives from Thompson's Sanitary Service will make a PowerPoint presentation outlining how this type of program could work within the City of Newport.

Recommended Action:

I recommend that the City Council schedule a public forum at the February 18, 2014 City Council meeting at 6:00 P.M.

Fiscal Effects:

None by scheduling hearing.

Alternatives:

None recommended.

Agenda Packet Reports:

Compostables Timeline 2013

Agenda Item: VII.B.

Approval of ODOT Right-of-Way Services Agreement and Authorization of Additional Funding For Highway 101 Pedestrian Safety Project.

Background:

In July 2012, the City entered into an agreement with the Oregon Department of Transportation (ODOT) to fund eight pedestrian crossing improvements on Highway 101 between Bayley Street to the south, and 15th Street to the north. The original project was estimated by ODOT to cost \$502,000 with the Flexible Funds Program 2011 providing \$450,000 and the City providing \$52,000. As the design process has proceeded, ODOT has determined that additional right-of-way will be required as part of this project. With this and other factors, the revised project cost estimate is \$852,000 which results in a funding shortfall of \$350,000 for this project.

In order to proceed with this project, it is necessary for the City Council to authorize an ODOT right-of-way services agreement which requires authorization of additional funding for this project. Since the City did not feel it should bear the entire cost of this additional funding, we have held off on presenting this agreement to the Council for approval. Since that time, several meetings with ODOT have occurred and a plan has been put together on addressing the balance of the funds necessary to complete this project. The ODOT Bike and Pedestrian Program is willing to contribute an additional \$100,000 toward this project as long as the scope of the project remains the same. In addition, ODOT staff is presenting a request to the Region 5 Area Managers to provide up to \$100,000 toward meeting the financial needs. This leaves a shortfall of \$150,000 which, if approved by the City Council, would need to be appropriated in the FY 14/15 budget for construction that would likely occur in early winter of 2015. This would bring the City's commitment for these eight pedestrian crossing improvements on Highway 101 to \$202,000 toward the revised project cost estimate of \$852,000.

In order to proceed, it is necessary that the City Council authorize the intergovernmental agreement for right-of-way services as provided by ODOT and commit the additional funding in order to proceed with this project. Please note that it would be my intent not to execute the agreement until the funding commitments from ODOT are complete.

Recommended Action:

I recommend that the City Council approve the intergovernmental agreement for right-of-way services for US 101 pedestrian safety improvements (ODOT Agreement No. 29396) authorizing the Mayor and City Manager of the City of Newport to execute said agreement.

I further recommend that the City Council certifies that \$150,000 in local funding be committed in the 2014-15 fiscal year in addition to the \$52,000 appropriated in the current fiscal year for the US 101 pedestrian safety improvements.

Fiscal Effects:

The financial commitment would be addressed in the proposed 2014 -15 budget. Please note that revenues from the 2013-2014 Infrastructure Fee are estimated at \$495,000. This would likely be the source of funding to meet this obligation in the proposed budget.

Alternatives:

Under the current grant agreement, the City would be responsible for paying 100% of the costs occurred to date on this project if we terminated the agreement. This expense is estimated to be \$130,000 which would not be supported by the federal grant program.

Agenda Packet Reports:

Attached is a staff report from Public Works Director, Tim Gross, with a copy of the Intergovernmental Agreement Right Away Services for your review.

Agenda Item: VII.C.

Response to the Bicycle/Pedestrian Advisory Committee regarding project priorities.

Background:

On December 16, 2013, the Bicycle/Pedestrian Advisory Committee presented various priorities for improvement to the City's bicycle and pedestrian systems to the City Council. Four priorities were shared with the City Council which included the continuation of sharrows on city streets; a trail from NW Park Street to Oceanview Drive; a trail connecting the Agate Beach State Park trail to the sidewalk on Highway 101; and installation of sidewalks on Abbey Street to the Bayfront to address the curves and steep slopes at this location. At the work session, I recommended that Council refer this matter back to staff with a report being provided to the City Council at the first meeting in February as to how we may be able to proceed with the specific recommendations.

It should be noted that the City has focused on many pedestrian and bicycle improvements in recent years including the ADA accessible sidewalks along Naterlin Drive; sidewalk connections to Yaquina Bay State Park under the north end of the Yaquina Bay Bridge; the completion of many missing sidewalk connections including those along SE 9th Street at City Hall, NE 3rd Street along the Lincoln County Fairgrounds, and on NW Nye Street along Betty Wheeler Field. Furthermore, the sharrows have been installed on 6th Street from NW Coast Street to NE Eads Street and along Oceanview Drive from Highway 101 to NW Coast Street. Furthermore, there are

a number of current projects in place relating to pedestrian and bicycle safety with perhaps the most significant project being the pedestrian crossings on Highway 101. At a staff level, it is our recommendation to the City Council that the sharrow program be continued with a like number of sharrows to be installed on an annual basis to facilitate the ultimate renewal of sharrows as they need to be replaced in the future. As to the three projects, I am recommending that a feasibility study and preliminary engineering on those projects be done by the City engineering staff with that work being completed by January 2015. This would allow for possible consideration of one or more of those projects to be included in the 2015-16 fiscal year budget.

Recommended Action:

I recommend that the City Council direct the city administration to review the Bicycle/Pedestrian Advisory Committee recommendations as part of the upcoming budget process in accordance with the report from the City Manager with budget being proposed to continue the sharrow program in FY 2014-15 at similar levels to the current fiscal year, and conducting feasibility studies on the three remaining projects with those studies being completed by January 2015 for possible incorporation in in the 2015-16 budget or later fiscal year budgets.

Fiscal Effects:

None by this motion. If any projects require appropriations, that would be done as part of the budget development for the 2014-15 fiscal year budget.

Alternatives:

None recommended.

Agenda Packet Reports:

A report by the City Manager is included.

Agenda Item: VII.D.

Annual Update on Use of Force as Required by SB 111

Background:

State law requires each county to develop and approve a plan regarding the use of deadly physical force by law enforcement agencies. This plan outlines various procedures regarding the investigation of the use of deadly force. It also provides for educating the public on the plan. As part of this commitment, Police Chief, Mark Miranda will be providing his annual presentation to the City Council on this topic. This topic will also include a video as part of his effort to inform and educate the City Council and community consistent with the county plan.

Recommended Action:

No action required.

Fiscal Effects:

None

Alternatives:

None

Agenda Packet Reports:

None

Agenda Item:

VII.E. Revised Budget Schedule

Background:

Included in the agenda packet, is the revised budget schedule incorporating the modification and budget dates as requested by the City Council at the January 21, 2013 City Council meeting for your use. Please note the following dates in your calendar:

Monday, February 24, 2014 9 AM - 3 PM - Goal setting meeting with City Council and department heads

Wednesday, March 12, 2014 at 6 PM - Preliminary meeting of the Budget Committee

Friday, April 18, 2014 - Budget documents are distributed to the Budget Committee

Wednesday, April 30, 2014 at 6 PM - The first Budget Committee Meeting

Wednesday, May 7, 2014 at 6 PM - The second Budget Committee Meeting

Wednesday, May 14, 2014 at 6 PM - The third Budget Committee Meeting

Monday, June 16, 2014 at 6 PM - Budget public hearing and adoption by City Council

Please note that Counselor Beemer has indicated that he will request to be excused from the February 24, 2014 meeting, as he will be out of town on that date.

Recommended Action:

No action is required.

Fiscal Effects:

None

Alternatives:

None

Agenda Packet Reports:

City of Newport Budget Calendar detailed for the FY 2014-15.

Respectfully Submitted,

Spencer Nebel
City Manager

January 21, 2014
Noon
Newport, Oregon

CITY COUNCIL WORK SESSION

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

Staff present: Nebel, Hawker, Gazewood, Tokos (part of the meeting), and Paige.

Also in attendance was Adam Denlinger, General Manager of the Seal Rock Water District.

Media present: Dave Morgan from News Lincoln County, Wyatt Haupt from the Newport News-Times; and Larry Coonrod from the Lincoln County Dispatch.

Roumagoux called the meeting to order.

Roll was taken.

1. Roumagoux reported that Swanson and Saelens are unable to attend this evening's meeting. MOTION was made by Sawyer, seconded by Beemer, to excuse Swanson and Saelens from this evening's meeting. The motion carried unanimously in a voice vote.
2. A discussion ensued regarding the potential withdrawal from the Seal Rock Water District (SRWD) in South Beach. Tokos reported that the issue was brought to the attention of the city by Landwaves. He noted that there is a 2007 urban service agreement in which the city's service boundary was moved to the south. He added that this occurred at the time that OCCC was about to be built, and Landwaves and the GVR property were about to be annexed. Tokos noted that the urban service agreement only dealt with the SRWD revenue bond debt rather than SRWD's general obligation bond debt. He added that when the SRWD updated its master plan in 2010, it did not include the properties in the city's service boundary. Tokos reported that the SRWD had general obligation bonds in 2011 and 2012, and property owners in the city's service boundary noticed that they were paying property taxes to both the city and the SRWD along with water rates to the city.

Tokos reported that there are two statutory methods of withdrawal from districts, and one is initiated by the property owner(s) and the other is initiated by the city. He added that the city can only initiate a withdrawal if property is within the city limits, while property owners can initiate a withdrawal regardless of whether the property is in or out of the city limits. He noted that the subject area contains approximately 2,000 acres, of which 1,500 are within the city limits, and approximately 300 of those acres are taxable due to the airport and the South Beach State Park.

Tokos reported that the urban service area agreement could be amended. He noted that the map, designated as an exhibit to the agreement, does not exist, and an amendment could make clear what the new service boundary is. He added that an amendment to the urban service agreement could outline how the general obligation bond debt would be addressed if the withdrawal process was initiated.

Tokos noted that all property owners in the previous service area would continue to be responsible for the 2004 debt, but that the 2011 and 2012 debt would be borne by taxpayers being served by the SRWD because those in the city's service boundary would not receive a benefit from the 2011 and 2012 improvements.

Tokos reported that the SRWD is working with the County Assessor's office regarding debt and debt responsibilities, and that Council will receive specific information before any action is required of Council.

Tokos reported that if amendments are made to the urban service agreement, the withdrawal process would follow separately for the properties. He reiterated that the city can initiate the withdrawal process for properties in the city limits, and the city could coordinate the petition of property owners outside the city limits. He added that if the city coordinates the petition for owners outside the city limits, there could be one petition filed rather than multiple petitions. Tokos noted that he plans to bring the issue back for Council consideration within the next month, and that this information would include options on how the recovery would be handled. He added that once the 2004 debt numbers are known, pay back options can be reviewed.

Gross reported that the city established a separate water rate structure for the properties in question.

Tokos reported that the steps the city can take include: amending the urban service agreement; reviewing options as to how the debt can be addressed; and withdrawal. It was recommended that the agreement be amended to designate a map and determine how the general obligation bond debt would be handled if the properties are withdrawn from the SRWD. Allen asked whether the SRWD would commit that the city is obligated for the 2004 debt only. Adam Denlinger noted that he appreciates the opportunity to resolve this issue. He reviewed the history of the affected properties by the SRWD. He added that he is working with the County Assessor's office and expects to have numbers to staff by the end of the week.

3. A discussion ensued regarding the Transient Room Tax Fund, and particularly whether \$1,000,000 was ever designated for tourist facilities, and if so, how much of that remains. Gazewood distributed a handout and reviewed each of the attachments to the document. He reported that Attachment A is an account detail of city-funded grants; Attachment B is a complete detail of the budget process; Attachment C is a reflection of what the audited schedule will look like; and Attachment D lists revenues and expenses, by month, over the course of the fiscal year. Gazewood noted that the \$100,000 is not included in the budget for allocation purposes. He added that when the full \$900,000 is obligated, the ending fund balance will change. He concluded that

when the former City Manager and Finance Director carried the budget forward, they did not make provisions for safeguarding the \$100,000.

Gazewood reviewed the transient room tax split between general government and tourist related funds. He noted that it would be a policy choice to take monies from general government and place them into tourist related accounts. Nebel noted that research is being conducted to determine whether the fund allocation should occur during this fiscal year or in addressing the upcoming budget.

Allen noted that there could be \$100,000 remaining, and asked what groups could be coming forward to request funding. Beemer noted that Council has decided, each year, to include an amount for tourism facilities grants, and now Council has to make a decision whether to divert money to bring the amount to \$100,000 or to allocate the remaining amount. Allen added that if there is additional transient room tax revenue this year, 46% of the additional revenue could be utilized for tourism facility grants. Gazewood noted that budget resolutions approved on December 16 indicate that the 54% general government factor is reflected in the increased transfer to the General Fund. Sawyer stated that he would like to honor the original commitment for funding. Saelens noted that part of the fix is laid out on page two of Gazewood's report in that the \$50,000 for economic development could be used. He added that if the \$50,000 was moved to the tourist related side, that would increase available grant funding to \$95,000. Gazewood noted that this action would require a budget resolution. Nebel stated that if this is Council's intent, staff can bring a resolution to a future meeting that would make this happen. Allen noted that the 54%/46% split that showed up in the document now shows that more than 46% was used for tourism services.

4. Saelens reported that he had attended a recent VAC re-envisioning meeting. He noted that the group is diligently working on draft recommendations to present to Council. Nebel stated that he would not mind if potential recommendations from staff were included. He agreed to establish a time to meet with Saelens.

Having no further business, the meeting adjourned at 1:16 P.M.

January 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, Beemer, Allen, Busby, and Sawyer were present. Swanson and Saelens were excused.

Staff present was City Manager Nebel, City Recorder Hawker, Community Development Director Tokos, Public Works Director Gross, Interim Finance Director Gazewood, Deputy Fire Chief Murphy, and Police Chief Miranda.

PLEDGE OF ALLEGIANCE

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

Roumagoux congratulated the Coast Guard on its rescue of the FV Eclipse and its crew. She also noted that the city is proud to be a Coast Guard City.

CONSENT CALENDAR

The consent calendar consisted of the following items:

- A. Approval of City Council minutes from the City Council work session and regular meeting of January 6, 2014.

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

OFFICER'S REPORTS

Mayor's Report. Roumagoux reported that she attended a recent meeting of the Oregon Coastal Zone Management Association. She noted that Senator Roblan and Representative Gomberg had been in attendance, and that she had a discussion with Mark Ellsworth, from the Governor's Office regarding whether Lincoln County could be a stand-alone zone.

Roumagoux appointed Kathy Quinn to the Parks and Recreation Committee. MOTION was made by Beemer, seconded by Sawyer, to ratify the Mayor's appointment. The motion carried unanimously in a voice vote.

City Manager's Report. Nebel reported that the monthly departmental reports, the updated suggestion/concern/complaint form; and the project status report are included in the packet. He added that he had spoken to a number of Councilors regarding his

intent to look at the way reports are provided to the City Council. He noted that he would like to remove them from the agenda and provide routine reports to Council on alternate weeks. He stated that these reports would still be posted to the website for public review.

Sawyer requested an update on the sidewalk obstruction issues that Robert Clark had brought to Council's attention a few months ago. Roumagoux reported that a walkabout has been scheduled with Clark and city staff later this week.

DISCUSSION ITEMS AND PRESENTATIONS

Update on Fulfillment Services Contract with the Greater Newport Chamber of Commerce. Lorna Davis, Executive Director of the Greater Newport Chamber of Commerce introduced staff and board members, Sheena Scarberry, Judy Kuhl, Patti Ferry, Jamie Rand, and Catherine Rickbone. She distributed and reviewed a handout which described the Chamber's prior year's work on the fulfillment services agreement. Allen noted that the Chamber has an agreement with the city to use the city-owned building, and asked how the lease works relative to maintenance. Davis reported that the Chamber operates, maintains, and pays property taxes on the building. Allen added that the city provided \$172,500 this year for the scope of services, and asked that Davis provide a breakdown on how the money is allocated to those services. Davis responded to other questions and agreed to provide the breakdown on allocation of fulfillment services.

Presentation of a Catastrophic Event Document by Jim Hawley. Roumagoux asked Jim Hawley how many years he had served on the Airport Committee. Hawley reported that he was appointed by Mark Collson when Collson was Mayor. He added that he is currently a volunteer for the Police Department.

Hawley reported that he has a document that he wanted to present to Council. He added that part of the document involves the airport, and expressed hope that the document be given to the airport and displayed on a wall in that facility. He noted that the document is entitled, "Infrastructure Vulnerability in a Catastrophic CSZ Event and Implications on Disaster Response for the Oregon Coast," and was prepared by Dr. Wiley Thompson who is a department head at West Point. Hawley reviewed disaster preparations that have occurred in Lincoln County. He urged Council to consider two recommendations: 1. To work with 1110 AM, a Bend radio station that has agreed with Lincoln County to operate at a higher power in the event of a major disaster for the dissemination of emergency information to coastal residents; and 2. To work with the fishing fleet as a potential source of diesel fuel and ice in the event of a major disaster on the Oregon coast. Allen agreed to contact Jenny Demaris, the County's Emergency Manager to follow-up on the two recommendations and provide information to Nebel. Nebel reported that he has met with representatives from the Police and Fire Departments to discuss the city's emergency response in conjunction with the county plan.

ACTION ITEMS

Consideration of 2014 Town Hall Meeting Schedule. Hawker introduced this agenda item. Nebel reported that the issue before Council is the consideration of the 2014 Town Hall meeting schedule. He noted that Council has been holding Town Hall meetings on the fifth Monday of the months in which there are five Mondays. He added that there are four months with five Mondays in 2014: March, June, September, and December. He noted that the December date was not included in the proposed motion as the holiday season is a difficult time to get a City Council quorum and a good community turn-out. He suggested that, if Council approves the Town Hall meeting schedule, that staff be directed to determine the locations with one meeting being held in each of the south, north, and central areas of the city. Nebel recommended approval of the proposed date. MOTION was made by Allen, seconded by Sawyer, to establish the 2014 Town Hall meeting schedule as follows: March 31, June 30, and September 29. The motion carried unanimously in a voice vote.

Direction to Staff to Conduct a Review of Unappropriated Ending Fund Balances for all City Funds. Hawker introduced this agenda item. Nebel reported that the issue before Council is consideration of the provision in Resolution No. 3534 that Council direct staff to conduct a complete review of all the city's funds no later than January 2014. Nebel recommended directing staff to review the unappropriated ending fund balances for all city funds. Gazewood reviewed the purpose of the recommendation.

MOTION was made by Sawyer, seconded by Beemer, to direct the Finance Department to conduct a complete review of unappropriated ending fund balances for all city funds pursuant to Policy 2.2.4, and such other review requirements as set forth in the financial policy, and that this review will be presented at the first meeting of the FY2015 Budget Committee, and that further goals will be established. The motion carried unanimously in a voice vote. Allen noted that this work will likely require audited figures from last year. He asked whether this direction should be delayed as the audit is unfinished. Nebel reported that the city has all audited figures except for the actuarial on the retirement fund. It was noted that another Audit Committee meeting will be scheduled soon to review the audit before presenting the audit report to Council. A discussion ensued regarding filling the vacancy on the Audit Committee, and Nebel noted that it would be advantageous to have someone from the Budget Committee serve in this capacity. Staff agreed to e-mail the Budget Committee members to determine whether there is interest from a member in serving on the Audit Committee.

Consideration of Implementation of Interim Changes to the City Council Rules. Hawker introduced this agenda item. Nebel reported that the issue before Council is consideration of possible operational changes for the City Council meetings. He recommended a trial period for the proposed changes. He added that existing City Council Rules could be suspended if they conflict with the proposed interim changes.

Nebel proposed a change to the agenda format. He suggested that the revised agenda format include that proclamations, presentations, or special recognitions occur at the beginning of the meeting following the roll call. He added that this would be followed by public comment and other agenda items. He recommended that the consent calendar be utilized more extensively, and that this would include any minutes, any non-controversial renewal of leases or agreements, ratification of Mayoral appointments, and other items that should not require extensive discussion. He noted that this will allow

more time for the more significant agenda items. He recommended that public hearings be scheduled following the approval of the consent calendar. He added that this will allow staff to post public hearings for the beginning of the meeting. He noted that this should provide a better flow to the meetings and create more predictability for citizens who attend the public hearings. Nebel noted that the next component of the agenda would be communications, and this would include any items that were requested to be placed on the agenda by the Mayor, Councilors, City Attorney, boards or committees, other governmental entities, and the general public. He added that this will facilitate an earlier presence for individuals who may be attending the Council meetings for a report or issue that they have placed on the agenda. Nebel reported that the next section of the agenda would include the City Manager's report. He added that the City Manager's Report will be a series of items requiring Council action that are forwarded from the departments and staff, through the City Manager, to the City Council. He noted that the exception would be public comment and Council Reports and comments that would occur prior to adjournment.

Nebel reviewed several proposed changes to the existing operations. He noted that one recommendation includes restrictions on adding agenda items that might require Council action at the meeting. He added that he is recommending this as there may not be sufficient background information to outline all the potential ramifications of taking action on an unannounced basis at the City Council meeting. He requested that if a Councilor has an issue of concern that may require Council action during a Council meeting, to refer the issue back to city administration for a report at a following meeting. He noted that this will allow staff to adequately research the issue and provide a report with a recommendation on how to proceed. He added that this will create more transparency and trust that surprises will not occur at Council meetings.

Nebel outlined an option where citizens could place an item on the agenda for Council consideration. He noted that the item would have to be placed in accordance with agenda deadlines and with any supporting materials. He added that this is a good process and will provide Council an opportunity to be aware of a potential issue that a citizen would like to address. He noted that it also gives staff an opportunity to review the matter and provide appropriate information.

Nebel reported that it is his intention to prepare a summary report and specific recommendations for items that Council will be asked to consider at a City Council meeting. He added that the exception will be items brought forth by Councilors or citizens.

Nebel proposed that during Council meetings, the Mayor announce each category of agenda item; the City Recorder read the title of the agenda item; and the Mayor will then recognize the City Manager who will give a brief summary of the item. He noted that he may request staff to provide more detail on complex items. He added that once that is complete, any public comment requests will be recognized by the Mayor. He reported that Council discussion and appropriate motions will complete the agenda item.

Nebel recommended that Council, staff, and the City Manager refrain from engaging in dialogue with the public during public comment or public hearings. He further recommended that any questions that arise during the public comment or public hearing periods be answered by the appropriate parties following the close of the public comment/hearing section. He noted that this would allow participants to get their three minutes of time to address Council without interruption. He added that if Councilors

have questions of any of the people speaking during the public comment/hearing periods, these questions could be posed following the close of the public comment/hearing period, and after the Councilors are recognized by the Mayor.

Nebel reported that the proposed operational procedures outline the process for submitting items to the agenda including deadlines. He stated that it is important to have deadlines so that staff can accomplish the work in a timely fashion. He noted that the packets will be available electronically by 4:00 P.M., on the Thursday prior to the City Council meeting, and hardcopies of the packet will be in Council mailboxes by 8:00 A.M., on the Friday before Council meetings. He added that any Councilor, City Attorney, city committee, or any citizen, may request that an item be placed on the agenda. He noted that this will be done by contacting the City Manager's office by 5:00 P.M. on the Tuesday prior to the Council meeting. Nebel recommended approval of the Interim Operational Procedures for the City of Newport City Council Meetings.

Roumagoux asked for Council comments. Allen noted that the existing Council Rules allow the City Manager flexibility in arranging the agenda. MOTION was made by Beemer, seconded by Allen, that the Interim Operational Procedures for the City of Newport City Council Meetings dated January 21, 2014, be approved with a review of the effectiveness of the Interim Operational Procedures for the City of Newport City Council Meetings being reviewed on Monday, June 2, 2014, and that any conflicting provision of the City of Newport Council Rules, as amended on April 15, 2013, be suspended through this period of time in accordance with the provision for suspension of rules. The motion carried unanimously in a voice vote.

Presentation of Draft Budget Schedule for the Preparation of the Fiscal Year 2014/2015 Budget for the City of Newport Including Goal Setting Session and Budget Committee Meetings. Hawker introduced the agenda item. Nebel reported that the issue before Council is consideration of the proposed schedule for the Fiscal Year 2014/2015 budget process. He noted that, in consultation with Gazewood, a budget calendar has been drafted. He reviewed the proposed calendar with the key dates. Nebel recommended that Council reserve most of the day for the February 24 goal setting. Busby noted that there are only five days between the time the Budget Committee receives the budget and the first meeting. It was agreed to push all the proposed meeting dates back by one week. Allen asked whether there would be an approach to the recommendations from the Infrastructure Task Force during the goal setting session. Nebel noted that one of the things that he would like to accomplish is making sure that at the end of the goal setting session, he understands City Council priorities in looking at the upcoming budget. Allen noted that there has to be a public hearing for the adoption of the budget and one for state shared revenues. Council concurred with the modified budget and goal setting calendar.

Beemer noted that he has been excused for the February 17 and March 3 meetings, and will miss the goal setting session as it falls within the dates he will be out of town.

LOCAL CONTRACT REVIEW BOARD MEETING

Roumagoux noted that the City Council, acting as the Local Contract Review Board, would be considering an action item.

Hawker introduced the agenda item. Nebel reported that the issue before the Board is consideration of the purchase and outfitting of a Fire Department Command vehicle. He noted that this vehicle, if the purchase is approved, will replace a 1993 Chevrolet Suburban with 165,000 miles. He added that the new vehicle would be a 2013 Chevrolet Tahoe at a cost of \$32,400 from the state bid, with the cost of outfitting at \$10,193.84. Nebel recommended the purchase.

Sawyer asked Murphy what type of transmission the vehicle will have, and Murphy noted that it would be an automatic transmission.

MOTION was made by Sawyer, seconded by Busby, to authorize staff to spend up to \$50,000 from the Fire Department Capital Vehicle Acquisition Fund (101-1090-7004) to purchase and outfit a 2013 Chevrolet Tahoe fire command vehicle. The motion carried unanimously in a voice vote.

RESUME CITY COUNCIL MEETING

COUNCIL REPORTS AND COMMENTS

Sawyer reported that he had attended a recent COG Board meeting. He noted that the COG has a new executive director who will likely attend an upcoming Council meeting.

Sawyer reported that he had attended the celebration of life for former Police Chief Jim Rivers.

Sawyer reported that Clay Creech, former HMSC employee, passed away this week.

Busby reported that he had attended a recent meeting of the Public Arts Committee. He noted that the Committee is focused on conducting a public art inventory, and the application of the Percentage for the Arts program to the new municipal swimming pool.

Busby reported that the Airport Committee did not meet this month due to lack of a quorum.

Beemer reported that he had also attended the celebration of life for former Police Chief Rivers. He recognized the passing of Clay Creech and Kathy Patton.

Allen reported that he had attended the recent OCZMA meeting. He noted that Senator Roblan and Representative Gomberg were there and provided a brief update on the upcoming short legislative session.

ADJOURNMENT

Having no further business, the meeting adjourned at 7:52 P.M.

Margaret M. Hawker, City Recorder

Sandra N. Roumagoux, Mayor

January 15, 2014
6:00 P.M.
Newport, Oregon

**JOINT MEETING OF THE
NEWPORT CITY COUNCIL AND THE
LINCOLN COUNTY COMMISSIONERS**

Councilor Members present: Roumagoux, Swanson, Sawyer, Busby, Saelens, Beemer, and Allen.

Commissioners present: Thompson, Hall, and Hunt.

Staff present: Hawker, Tokos, Gross, Paige, Belmont, Herring, Miller, Landers, Husing, Buisman, and Demaris.

Thompson called the meeting to order at 6:00 P.M., and noted that the public comment period would occur at the end of the County Commissioner's meeting.

COMPOSTING DISCUSSION

Allen distributed a timeline regarding curbside composting. He noted that he has communicated with staff at Thompson's Sanitary Service to put together a process for review of the proposal for the composing of yard debris and food waste. Allen reported that the recent Thompson's Sanitary Service newsletter was included as a part of the city's packet. He noted that the next step is an update from Thompson's at the February 3 Council meeting followed by a public forum on the curbside composting program at the City Council meeting of February 18. Allen added that proposed action is scheduled before the City Council at its March 3 meeting which is prior to the annual rate review. He noted that this schedule meets Thompson's objectives. Allen asked whether the city's timeline meets the county's timeline. Hunt noted that the county is not under the rate review deadline; not in a position to make a determination on the issue; and the issue is best handled first by the city.

WORKFORCE HOUSING

Hall reported that the Community Services Consortium had convened a discussion with the Lincoln County Land Trust and others on the subject of workforce housing. He noted that it is the consensus of various groups to continue working, and expand the scope, on the workforce housing issue. He added that to be effective, a full-time position needs to be created. He noted that he would like to bring a proposal to the City of Newport and City of Lincoln City, that the two cities and Lincoln County jointly fund the full-time position for the Lincoln County Land Trust.

WARMING CENTER

Hall reported that a group approached Lincoln County and the Fair Board about the possibility of having a warming center at the fairgrounds. He added that the plans were approved for a warming center at this location, and the group is currently recruiting, training, and finalizing operating protocols.

URBAN GROWTH BOUNDARY AMENDMENT - CITY RESERVOIR AREA

Belmont reported that the city has an application with Lincoln County to bring the property around the city reservoirs into the urban growth boundary. He distributed a draft memorandum of agreement. Allen asked about timing of a possible annexation, and Belmont noted that it would take approximately six months. Gross asked whether Lincoln County would be amenable to a joint use agreement in the transition period before the property is annexed into the city. Buisman asked Gross whether he had a time frame for the transition. Tokos noted that the memorandum of understanding is a good next step. Allen stated that the memorandum of agreement would need to be reviewed by city staff and the city's legal counsel.

AIRPORT

Busby noted that the city owns, operates, and maintains the airport that serves all of Lincoln County. He added that the City Manager plans to review the airport and the its management. He asked whether Lincoln County had an interest in participating in the support of the airport. Hall stated that Lincoln County is interested in being part of a discussion about the future of the airport. Hunt asked whether the Port should also be involved in this discussion.

EMERGENCY PLANNING AND PREPAREDNESS

Demaris suggested the city designate/hire an emergency manager. She reported that the EOC will be activated on February 13, and urged the city to participate by activating its EOC. She noted that ICS 300 and 400 courses are required for activating an emergency. Hunt reported that he had attended a recent FEMA training and stressed how critical tracking is to a FEMA reimbursement in an emergency. Saelens reported that an associated issue is having an emergency debris management plan. It was noted that Lincoln County entities are reviewing their Emergency Operating Plans.

EMS TRANSPORT

Belmont reported that Lincoln County assigns ambulance service areas. He noted that there are current discussions with providers of ambulance services in hope of updating the plan. He added that he has met with the Fire Chiefs in the county, and his goal is to develop a more robust system before awarding franchises. He also mentioned that he wants to leave room for a fire consolidation discussion.

ROADS AND PROPERTY

Belmont reported that the city property inventory found clouds on the titles of some properties. He noted that county staff had looked at county properties within the city limits and identified some issues that could be resolved in the near future. Thompson stated that the city and county staffs need to talk and bring to the governing bodies a timeline as to when the appropriate property transfers and dedications will be made. Belmont noted that he would like Buisman to review the property list before he retires. Allen added that he would like, as a Councilor, a prioritization of what needs to be done first, etc. Gross suggested sorting out the right-of-way issues first.

COMMENTS

Thompson asked whether the new municipal swimming pool was moving forward, and Gross reported that an RFP is being prepared for architectural services, but that the project will take several years to design, bid, and construct.

ADJOURNMENT

Having no further business, the meeting adjourned at 6:51 P.M.

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Date: 1/11/14

**Application
For
City Council Commission/Committee
Appointment**

List Commission/Committee of interest: Audit Committee

Name: FRED SPRINGS/STEEN

Address: _____

Telephone Number: Work: 59 Home: _____

Occupation: COLLEGE INSTRUCTOR

Employer: VINCENNES UNIVERSITY

(1) Why do you think you are qualified to be a Committee member?
3.5 yrs in BANKING
7 yrs in SMALL BUSINESS
5 yrs TEACHING ECON + FINANCIAL PLANNING

(2) State your educational background.
BS. ECON PACIFIC UNIV.
PCBS 3YR U of W
LUCTF. 2YRS. BRYN MAWR (AMERICAN COLLEGE)
FINANCIAL PLANNING.

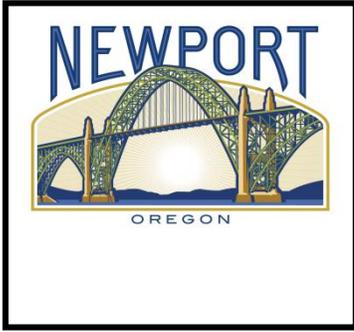
(3) Have you ever served on a community committee? If so, what kind?
CTFA. 3YRS AMERICAN COLLEGE (WASH. DC.)
NO

- (4) Do you agree with consensus decision making? *YES*
- (5) Are you willing to attend regularly scheduled meetings for your term of office?
YES
- (6) Would you make decisions based on the facts and standards even though you may not agree with the ultimate decision? *YES*
- (7) Do you anticipate having many conflicts of interest that may disqualify you in making decisions, due to personal and/or business relationships?
NO
- (8) List all other pertinent information/background for this position.

the City may have to do some heavy lifting, Budget wise, over the next few years, if I can help, I stand Ready-

Thank you in advance for your community spirit in offering to serve! Please return to

City of Newport
City Manager's Office
169 S.W. Coast Highway
Newport, OR 97365
or Send for E-mail



Agenda Item # V.A.
Meeting Date February 3, 2014

CITY COUNCIL AGENDA ITEM SUMMARY
City of Newport, Oregon

Issue/Agenda Title Public Hearing and Possible Adoption of Ord. No. 2062, amending Ordinance No. 1922, as amended by Ordinance No. 1931, relating to the 2007 Annexation of 102.23 acres in South Beach

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

ISSUE BEFORE THE COUNCIL: Consideration of whether or not it is in the public interest to repeal Sections 3(B), 3(C), and 3(D) of Ordinance No. 1922, as amended by Ordinance No. 1931. These ordinance provisions require that SE 40th Street be improved prior to occupancy permits being issued within the annexed territory. Further, they impose a “trip cap” of 180 peak hour vehicle trips that can be attributed to new development at the intersection of US 101 and SE 40th Street. At its January 14, 2014 meeting, the Newport Planning Commission recommended that these sections of the ordinance be repealed because the required roadway improvements have been completed, and the trip cap of 180 peak hours vehicle trips has been replaced with a new program for ensuring that the transportation system can adequately handle vehicle trips attributed to development of the annexed territory.

STAFF RECOMMENDATION: Staff recommends the City Council accept the Planning Commission’s recommendation and repeal the referenced ordinance sections.

PROPOSED MOTION: I move for reading by title only of Ordinance No. 2062, an ordinance amending Ordinance No. 1922, as amended by Ordinance No. 1931, relating to the 2007 Annexation of 102.23 acres in South Beach, and for adoption by roll call vote.

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

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

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

Transportation System Plan to include policies and implementation strategies for moving ahead with the projects (Ordinance No. 2045). Lincoln County adopted complimentary changes to its Transportation System Plan (Ordinance No. 470) and the State of Oregon agreed to allow more congestion on US 101 in South Beach than it would normally allow by putting in place alternative mobility targets (12/18/13 Amendment to the Oregon Highway Plan). In sum, these changes eliminate the concerns that led to the imposition of the limitations contained in Sections 3(B), 3(C), and 3(D) of Ordinance No. 1922, as amended by Ordinance No. 1931.

On December 10, 2013, Bonnie Serkin, Chief Operating Officer for Landwaves, Inc., submitted a letter to the City asking that it assist in amending the Settlement Agreement and Ordinance No. 1922, as amended, to lift the above referenced limitations. This was in anticipation of the Oregon Transportation Commission approving the Highway Plan Amendment at its 12/18/13 meeting, which did in fact occur. Section 14.36.020 of the Newport Municipal Code allows the City Council, by motion, to initiate amendments to a land use ordinance and on 12/16/13 the Newport City Council voted to begin the process of making the necessary changes.

Required notice was provided to the Department of Land Conservation and Development on December 11, 2013. In accordance with NMC 14.52.060, notice of the Planning Commission and City Council hearings was published in the Newport News-Times on January 3, 2014 and January 24, 2014, respectively.

OTHER ALTERNATIVES CONSIDERED: None.

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

ATTACHMENT LIST:

- Ordinance No. 2062
- Ordinance No. 1931
- Ordinance No. 2045
- December 10, 2013 letter from Bonnie Serkin, Chief Operating Officer, Landwaves, Inc.
- Draft minutes from the January 14, 2014 Planning Commission meeting
- Public Notice of the February 3, 2014 hearing

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

CITY OF NEWPORT
ORDINANCE NO. 2062

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

Summary of Findings:

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

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

THE CITY OF NEWPORT ORDAINS AS FOLLOWS:

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

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

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

Adopted by the Newport City Council on _____, 2014.

Signed by the Mayor on the _____ day of _____, 2014.

Sandra N. Roumagoux, Mayor

ATTEST:

Margaret M. Hawker, City Recorder

Approved:

City Attorney

CITY OF NEWPORT

ORDINANCE NO. 1931**An Ordinance Amending Ordinance No. 1922 By Adopting New Conditions and Findings In Support of Approval of Annexation, Zone Change and Withdrawal In Planning File 1-AX-07/2-Z-07 and Declaring an Emergency****Findings**

1. In Ordinance 1922, the city approved the annexation of property in the South Beach area, the withdrawal of the property from certain special districts, and the rezoning of the property from county to city zoning.
2. The Oregon Department of Transportation appealed the decision to LUBA and has argued that the decision did not comply with the Transportation Planning Rule (TPR).
3. The city withdrew its decision for reconsideration so that it could adopt a new decision that unquestionably complies with the TPR.
4. The city has consulted with ODOT and the parties, and ODOT has agreed that the additional conditions adopted in this ordinance assure compliance with the TPR.
5. On reconsideration, the city council held a duly noticed public hearing, and decided to reaffirm its original decision, but add additional conditions and findings.

Based on the above findings,

THE CITY OF NEWPORT ORDAINS AS FOLLOWS:

Section 1. Section 2 of Ordinance No. 1922 is amended to read as follows:

The findings attached as Exhibit "B" are hereby adopted in support of the annexation, withdrawal, and zoning designations as adopted in Section 1. The *Supplemental Findings* attached as Exhibit 1 are adopted as findings in support of the annexation, withdrawal and zoning designations and provide the relevant findings necessary for demonstration of compliance with the Transportation Planning Rule.

Section 2. Section 3 of Ordinance No. 1922 is amended by adding additional conditions B through F to read as follows:

B. The 40th Street Improvements shall be constructed and operating, with an approach road permit from ODOT, prior to issuance of occupancy permits for the Annexation Territory.

C. City shall not issue building permits for land uses in the Annexation

Territory that would generate more than 180 peak hour trips (based on a Saturday mid-day peak hour in August), based upon the expected trip generation called for in the ITE Trip Generation Manual, 6th Edition.

D. Development of the Annexation Territory that creates impacts in excess of 180 peak hour trips (based on a Saturday mid-day peak hou in August) may occur only after a demonstration of compliance with the TPR. TPR compliance can be demonstrated through the amendment of the TSP and CIP, or at the time of a land use application or building permit. To comply with OAR 660-012-0060 the City will treat any building permit application as a land use application subject to the procedures used for a Type II Conditional Use permit and for all land use applications and building permits will ensure that notice is provided to ODOT, that ODOT is allowed to participate in review of the development proposal and that the final City decision regarding the development proposal with respect to compliance with OAR 660-012-0060 can be appealed to LUBA if necessary. TPR compliance means the proposal complies with OAR 660-012-0060, and a demonstration that the proposed development would not cause the Impacted Intersection to fail to meet ODOT performance standards, taking into account any mitigation required as a condition of approval as well as any completed improvements and any projects on a Capital Improvements Project list that are planned for construction and funding within the planning horizon. City may impose conditions to insure that the performance standards are met and the TPR is complied with, but any improvements to the Impacted Intersections are subject to ODOT approval.

E. The Ferry Slip Road and Highway 101 intersection will be closed after Ash Street Construction is completed.

F. Terms used in Conditions B through E shall have the meanings used for those terms in the Settlement Agreement attached to Exhibit 1.

Section 3. Ordinance No. 1922 is amended by attaching a new Exhibit 1, Supplemental Findings, in the form of Exhibit 1 to this ordinance.

Section 4. Ordinance No. 1922 is further amending by deleting Conclusion 3.D.2 from Exhibit "B" Findings of Fact and Conclusions.

Section 5. Except as expressly modified in this ordinance, all provisions of Ordinance No. 1922 as originally adopted remain in effect.

Section 6. Immediate adoption of this ordinance is needed for the immediate preservation of the peace, health and safety of the city, accordingly an emergency is declared and this ordinance shall take effect immediately upon passage.

First Reading: 8/6/07
Second Reading: 8/6/07
Adoption: 8/6/07

Signed by the Mayor on 8/6, 2007.



William D. Bain, Mayor

ATTEST:



City Recorder

EXHIBIT 1

SUPPLEMENTAL FINDINGS File No. 1-AX-07/2-Z-07 (Ordinance No. 1922 as Amended)

Findings

Procedural Findings

1. After Ordinance No. 1922 was adopted approving the annexation, withdrawal and zoning designation of property in File No. 1-AX-07 and 2-Z-07, the Oregon Department of Transportation (ODOT) appealed the decision to the Oregon Land Use Board of Appeals.
2. After discussions with ODOT about ODOT's concerns with the decision and what it would take to address ODOT's concerns, the city withdrew the decision for reconsideration. After the appeal was filed, representatives of the applicants, ODOT and City staff met to discuss possible resolution of the appeal issues. Discussions continued after the decision was withdrawn, and the representatives present at the meetings reached agreement regarding an acceptable solution to ODOT's concerns. A copy of agreement as agreed to be the representatives is attached and the recitals of that agreement are incorporated as findings. Final agreement by the parties consistent with the agreement of the representatives is anticipated.
3. The city held a duly noticed hearing on the decision on reconsideration on August 6, 2007.
4. After considering all evidence and arguments, the Council decided to uphold the original decision as modified with additional conditions that resolve all of ODOT's concerns.

Substantive Findings

5. The record includes a letter from Christian Snuffin dated July 20, 2007, with the subject line: "40th Street TIA/Revised Analysis" (the "Supplemental TIA"). Mr. Snuffin is a licensed professional traffic engineer. Mr. Snuffin is an experienced and knowledgeable profession and well qualified to analyze traffic impacts of development. The city accepts that the Supplemental TIA is a reliable professional analysis of traffic impacts.
6. The Supplemental TIA demonstrates that, on development of the planned improvements to the 40th Street/Highway 101 intersection, development in the annexed area resulting in up to 180 Saturday mid-day peak hour trips in August may occur without causing any transportation facility to fall below acceptable standards, including ODOT mobility standards.

7. The City will soon update its Transportation System Plan (TSP) and Capital Improvements Project (CIP) list. The City anticipates that the TSP and CIP will provide for construction and funding of Ash Street between 40th Street and Ferry Slip Road and the closure of the current intersection of Ferry Slip Road and Highway 101 by 2021.

Conclusions

8. The TPR requires governments to assure that planning decisions do not increase the impact on transportation facilities to the extent that the transportation facilities fail to meet applicable performance standards.

9. The Supplemental TIA demonstrates that applicable performance standards will be met at all relevant transportation facilities if development is limited so that the total trips generated from the annexed area do not exceed 180 peak hour trips.

10. The decision imposes conditions of approval limiting development by placing a cap on the number of trips. The conditions of approval assure that development in the annexed and rezoned area will not cause any transportation facility to fail to meet applicable standards.

11. Construction of Ash Street between 40th Street and Ferry Slip Road and closure of the Highway 101/Ferry Slip Road is reasonably likely to be provided within the planning period, in compliance with the TPR (OAR 660-012-0060(4)(b)(E)).

12. As conditioned, the decision complies with the TPR.

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

DATED: August 6, 2007

BETWEEN: CITY OF NEWPORT (“City”)

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

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

AND: GVR INVESTMENTS, (“GVR”)

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

RECITALS:

A. City annexed and rezoned approximately 102 acres of real property owned by EI and GVR by Ordinance No. 1922, File No. 1-AX-07/2-Z-07 (“Annexation Approval”).

B. The property involved in the Annexation Approval is adjacent to State Highway 101, a Highway under the jurisdiction and control of ODOT.

C. The approximately 85 acres of real property owned by EI is legally described in Exhibit A (“EI Property”), and is expected to be developed with the first phase of the South Beach Neighborhood Plan, including OCCC’s new campus, residential and commercial uses. Through the Annexation Approval, the EI Property was rezoned from Timber Conservation (Lincoln County zoning) to Public, Commercial, High Density Residential and Low Density Residential (City zoning).

D. The approximately 16.5 acres of real property owned by GVR is legally described in Exhibit B (“GVR Property”). Development is not immediately planned for the GVR Property, although it may be used in the future for an industrial use such as a concrete batch plant. Through the Annexation Approval, the GVR Property was rezoned from Planned Industrial (Lincoln County zoning) to Industrial (I-3) (City zoning).

E. The EI Property and GVR Property are collectively referred to as the “Annexation Territory.”

F. ODOT appealed the Annexation Approval to the Oregon Land Use Board of Appeals (“LUBA”) because ODOT does not think that the Annexation Approval complies with Transportation Planning Rule (“TPR”). In particular, ODOT is concerned about the functioning of three intersections with Highway 101 including the proposed Highway 101/40th Street

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

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

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

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

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

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

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

AGREEMENTS:

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

SECTION 1. TRIP CAP CONDITION

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

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

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

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

(a) The 40th Street Improvements shall be constructed and operating, with an approach road permit from ODOT, prior to issuance of occupancy permits for the Annexation Territory.

(b) City shall not issue building permits for land uses in the Annexation Territory that would generate more than 180 peak hour trips, based upon the expected trip generation called for in the ITE Trip Generation Manual, 6th Edition.

(c) Development of the Annexation Territory that creates impacts in excess of 180 peak hour trips may occur only after a demonstration of compliance with the TPR. TPR compliance can be demonstrated through the amendment of the TSP and CIP, or at the time of a land use application or building permit. To comply with OAR 660-012-0060 the City will treat any building permit application as a land use application subject to the procedures used for a Type II Conditional Use permit and for all land use applications and building permits, City will ensure that notice is provided to ODOT, that ODOT is allowed to participate in review of the development proposal and that the final City decision regarding the development proposal with respect to compliance with OAR 660-012-0060 can be appealed to LUBA if necessary. TPR compliance means the proposal complies with OAR 660-012-0060, and a demonstration that the proposed development would not cause the Impacted Intersection to fail to meet ODOT performance standards, taking into account any mitigation required as a condition of approval as well as any completed improvements and any projects on a Capital Improvements Project list that are planned for construction and funding within the planning horizon. City may impose conditions to insure that the performance standards are met and the TPR is complied with, but any improvements to the Impacted Intersections are subject to ODOT approval.

(d) The Ferry Slip Road and Highway 101 intersection will be closed after Ash Street Construction is completed.

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

SECTION 2. 40th STREET

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

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

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

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

SECTION 3. ASH STREET CONSTRUCTION

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

SECTION 4. REVISED ANNEXATION APPROVAL

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

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

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

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

SECTION 5. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

CITY: CITY OF NEWPORT

By: _____

Title: _____

ODOT: OREGON DEPARTMENT OF
TRANSPORTATION

By: _____

Title: _____

EI: EMERY INVESTMENTS, INC., an Oregon corporation

By: _____
Title: _____

LW: LANDWAVES, INC., an Oregon corporation

By: _____
Title: _____

GVR: GVR INVESTMENTS

By: _____
Title: _____

OCCC: OREGON COAST COMMUNITY COLLEGE DISTRICT

By: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF EMERY INVESTMENTS, INC. PROPERTY

Parcel I:

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

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

Parcel II:

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

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

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

Parcel III:

Parcel I

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

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

Parcel 2:

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

Tax Parcel Number: R347233 and R509944 and R518998

EXHIBIT B

LEGAL DESCRIPTION OF GVR PROPERTY

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

PARCEL 1:

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

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

PARCEL 2:

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

Tax Parcel Number: R347233 and R509944 and R518998

EXHIBIT C

JULY 20, 2007 SUPPLEMENTAL TRAFFIC IMPACT ANALYSIS



DAVID EVANS
AND ASSOCIATES INC.

July 20, 2007

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

SUBJECT: 40th Street TIA: Trip Cap Analysis

Dear Mr. deTar:

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

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

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

Background

40th Street Traffic Impact Analysis Report

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

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

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

May 10, 2007 TIA Update Memorandum

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

Table 1. South Beach Phase 1 Alternative Development Scenario

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

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

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

Revised Analysis

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

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

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

The purpose of this revised analysis is to analyze the traffic operations at the study area intersections under year-of-build (2011) and future year (2021) conditions that accounts for development of both Phase 1 of the South Beach development and the GVR parcel. Therefore, this analysis determines the maximum number of peak hour vehicle trips that could be accommodated while simultaneously providing for adequate operations⁴ at each of the study area intersections. It is anticipated that the annexation and zone change will be conditioned on capping total trip generation potential at 40th Street so that each of the study area intersections will operate within the ODOT mobility standard.

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

Existing Ferry Slip Road in Place

Analysis year: 2011

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

This configuration assumes that the existing stop-controlled Ferry Slip Road intersection with US 101 is open to traffic. This configuration is only analyzed under year-of-build (2011) conditions, as it is assumed that the intersection will be closed prior to 2021. The results, shown in Table 2, show that with the addition of 40 peak hour site trips (in addition to the 140 Phase 1 trips) at 40th Street the v/c ratio at the intersection of US 101 and 40th Street will increase slightly over Phase I total conditions. All movements at this intersection are expected to remain well below the mobility standard.

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

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

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

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

Ferry Ship Road Closed

Analysis year: 2021

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

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

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

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

Table 2. Revised Intersection Operations Analysis Summary

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

* Signalized intersection. Overall intersection values shown.

Potential Industrial Development

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

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

John deTar
July 20, 2007
Page 5

of use. This translates to roughly 20-30 vehicle trips during the PM peak hour⁵. Very little published trip generation data exists for the Saturday mid-day peak period. However, industrial trip generation is typically lower during weekends than during weekdays. Therefore, it is reasonable to conclude that if a concrete batch plant is constructed, the combined trips generated from the plant and Phase 1 of the South Beach development will be less than the 180 trip cap (and significantly less than the 340 trip cap, once Ferry Slip Road is closed).

Conclusion

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

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.



Christian Snuffin, PE
Transportation Engineer

CITY OF NEWPORT

ORDINANCE NO. 2045

AN ORDINANCE TO REPEAL AND REPLACE THE TRANSPORTATION
SYSTEM PLAN ELEMENT OF THE NEWPORT COMPREHENSIVE PLAN, AND
TO AMEND RELATED PROVISIONS OF THE
NEWPORT ZONING AND SUBDIVISION CODES
(Newport File No. 2-CP-11)

Summary of Findings:

1. Since 2006 the City of Newport, Lincoln County, and Oregon Department of Transportation (ODOT) have worked collaboratively to update the Transportation System Plan (TSP) element of the Newport Comprehensive Plan, Newport Zoning Ordinance, and Newport Subdivision Ordinance to put in place policies and implementation strategies for establishing a coordinated, multi-modal transportation network that meets Newport's current and future needs. The last comprehensive update to the Newport TSP occurred in 1997.
2. This collaboration led to the adoption of a local street plan for areas north of the Yaquina Bay Bridge and resulted in a comprehensive update to the City of Newport's Bike and Pedestrian Plan. Both of these plans were completed in 2008.
3. As these plans were prepared, it became evident that much of the future growth in Newport will occur in its South Beach neighborhood. The parties further recognized that capacity limits of the Yaquina Bay Bridge and ODOT's existing mobility standard for US 101 severely restrict long term growth opportunities in this portion of the City.
4. An alternate mobility standard is a tool that ODOT can use to allow more vehicle trips to be generated onto US 101 than is permissible under current state law. ODOT indicated a willingness to develop such a standard as part of a coordinated effort with the City, County and stakeholders in South Beach to identify future transportation system enhancements needed to improve the flow of traffic on the highway. This effort was undertaken considering a 20 year planning period, in accordance with Statewide Planning Goal 12 and the Transportation Planning Rule contained in Chapter 660, Division 12 of the Oregon Administrative Rules (OARs).
5. The proposal assumes that the Yaquina Bay Bridge will not be replaced within 20 years, and, further, that this constraint to traffic flow justifies establishing the alternate mobility standard. At some point, however, the bridge will need to be replaced and the City of Newport will continue to engage with ODOT to develop

10. The finalized proposal includes the repeal and replacement of the TSP element of Chapter 5 of the Newport Comprehensive Plan (Ordinance No. 1621 (as amended)) with a new plan that sets out policies in support of an alternate mobility standard for US 101 to allow higher levels of congestion on the highway. In turn, this will provide increased opportunities for economic development and reduce the costs of transportation system improvements associated with development. New policies and related revisions include:

- a. Direction to establish a trip budget program for lands within the Newport Urban Growth Boundary (UGB) located between the Yaquina Bay Bridge and SE 62nd street to more effectively track where growth is occurring to ensure that it is progressing in line with projections and to allow for adjustments if it is not.
- b. Updates to Functional Classification Maps that illustrate the City's existing and future transportation system.
- c. Identification of enhancements that should be made to the transportation system in South Beach to improve traffic flow along US 101. This includes likely funding sources, and constitutes the maximum level of improvement that can be made short of replacing or expanding the Yaquina Bay Bridge.
- d. Support for the establishment of traffic impact analysis standards that apply to new development anywhere in the City so that decision makers will have information they need to fully understand the impacts and effectiveness of proposed mitigation on the transportation system.
- e. Street frontage improvement requirements for new development to the extent that such requirements are proportional to the impact of the project.
- f. Adoption by reference of transportation refinement plans that have been completed since the TSP was last amended, including the South Beach Peninsula Transportation Refinement Plan (2010), the Agate Beach Wayside Improvements Concept Plan (2011), and the Coho/Brant Infrastructure Refinement Plan (2012).
- g. Updates to project tables to reflect 2012 cost estimates, align priorities with current policy direction and likely funding sources, and to eliminate completed or redundant projects.
- h. A commitment from the City of Newport to find long term solutions that sufficiently address the existing capacity and structural limitations of the Yaquina Bay Bridge, particularly in light of the Oregon Department of Transportation's decision to place the bridge on the "Weight-Restricted Bridges on Major State Routes" list.

11. The proposed new Chapter 14.43 to the Zoning Ordinance element of the Newport Municipal Code (Ordinance No. 1308 (as amended)) describes the mechanics of how the trip budget program will work. It creates a zoning overlay district for lands inside the Newport UGB between the Yaquina Bay Bridge and SE 62nd Street. The overlay is divided into Transportation Analysis Zones (TAZs). Each TAZ is allocated a total number of trips that is based upon the amount of growth projected within a 20 year timeframe. City will be responsible for deducting trips from the budget as new development occurs. The new code anticipates variations in growth and holds back 10% of the trips across all TAZs as a reserve that can be allocated where needed. Further, the code requires that a comprehensive review be performed by the City and State in 10 years or upon allocation of 65% of the trips in any TAZ. A developer may also mitigate a project's impact on the transportation system or enhance the system such that additional vehicle trips would be permitted.

12. The proposed new Chapter 14.44 to the Zoning Ordinance element of the Newport Municipal Code (Ordinance No. 1308 (as amended)) authorizes the City to require frontage improvements for new development or redevelopment that require a building permit and places demands on transportation facilities or city utilities. It includes standards for determining the types of needed improvements, authorizes the City to charge a fee in lieu of requiring the installation of frontage improvements in certain circumstances, identifies processes by which public right-of-way can be created, and sets out requirements for creating access easements. The provisions of this chapter would apply citywide.

13. The proposed new Chapter 14.45 to the Zoning Ordinance element of the Newport Municipal Code (Ordinance No. 1308 (as amended)) requires that developers conduct traffic impact analysis for projects that significantly impact the transportation system. It identifies how the analysis is to be performed and the process the City is to use to evaluate requests. Further, this new chapter sets out criteria for evaluating the analysis to ensure that transportation facilities are adequate to handle the additional traffic; requires that improvements be made by a developer proportional to the project's impacts if the transportation system is not adequate; and provides developers the option of paying a fee in lieu of constructing needed transportation system improvements, in certain circumstances. The provisions of this chapter would apply citywide.

14. Targeted revisions are proposed to the Subdivision Ordinance element of the Newport Municipal Code (Ordinance No. 1990 (as amended)). They include clarifications for when public improvements are required in association with a subdivision plat and how the improvements can be guaranteed; an allowance for payment in lieu of constructing a required improvement as outlined in the new Chapter 45; and a requirement that traffic impact analysis be conducted and trips allocated to new subdivision lots consistent with the provisions of new Chapters 43 and 45.

15. When considered as a whole, analysis performed by Parametrix demonstrates that the City of Newport can anticipate significant increases in vehicle traffic and other transportation modes over the next 20 years. The resulting recommendations identify a range of transportation system improvements that can reasonably be made to accommodate this demand and facilitate traffic flow along US 101 and US 20 to the extent possible recognizing the bridge's capacity limitations.

16. The proposed amendments to the zoning and subdivision ordinances are a public necessity which furthers the general welfare of the citizens of Newport. The proposed measures establish a method for the City to more accurately assess where growth is occurring and how it is impacting the transportation system. The revisions ensure that new development offsets impacts to the transportation system in an equitable manner and put in place a trip budget program that quantifies available capacity on US 101, while providing persons interested in developing in South Beach with a clear, predictable path for doing so. This promotes economic development and increases opportunities for commercial and industrial uses to locate in South Beach. In turn, this may decrease local users' reliance on the bridge for needed services and employment over the long term.

17. Detailed findings have been prepared showing how the proposed amendments satisfy procedural and substantive requirements for amendments to the City's Transportation System Plan and related implementing ordinances, as well as applicable Statewide Planning Goals and the Transportation Planning Rule. The findings are contained in a document titled "*Newport South Beach Findings to Support Comprehensive Plan and Code Amendments*," prepared by Angelo Planning Group on August 24, 2012 and adopted herein to supplement these findings.

18. In August of 2007, a settlement agreement was signed by the State of Oregon, City of Newport, Emery Investments, Inc., Landwaves, Inc., GVR Investments, and the Oregon Coast Community College District (Settlement Agreement). The Settlement Agreement authorized a specific number of vehicle trips to be generated onto US 101 at SE 40th Street from South Beach properties annexed with Ordinance No. 1922. In performance of its obligations under the Settlement Agreement, the City will reserve trips out of the TAZ trip budget for this area for the exclusive use of these properties. Since the Settlement Agreement does not have an explicit expiration date, it is appropriate that the trips be reserved for a period of ten years from the date that final plats for the properties were recorded, or preliminary plat approval in the case where no final plat has been recorded. This approach is consistent with limitations contained in ORS 92.040 regarding vesting of prior land use regulations with land division approvals. Any unused trips would be returned to the TAZ trip budget once the ten year period has lapsed.

19. On August 27, 2012, the Newport Planning Commission held a public hearing on the proposed amendments and voted to recommend adoption of the amendments.

20. On July 9, 2012, the Department of Land Conservation & Development (DLCD) was properly provided notice of the proposed legislative amendments. Notice of the City Council hearing was provided to stakeholders and interested parties in the South Beach area; public/private utilities and agencies; and affected city departments on October 4, 2012. Notice of the hearing was published in the Newport News-Times on October 10, 2012.

21. The City Council held a work session on September 17, 2012 and public hearing on October 15, 2012, regarding the question of the proposed amendments. The Council voted in favor of its adoption after considering the recommendation of the Planning Commission and all evidence and argument in the record.

22. In adopting these amendments, the Council recognizes that successful implementation of the trip budget program set forth in the proposed Chapter 14.43 requires close coordination with Lincoln County and the Oregon Department of Transportation. Both organizations will need to adopt rule changes. For Lincoln County, this involves amendments to its land use plans and regulations to put in place the trip budget for unincorporated areas that fall within the boundaries of the South Beach Transportation Overlay Zone and to authorize the City to track consumption of trips associated with new development on these lands. With regards to ODOT, the Oregon Transportation Commission must amend the Oregon Highway Plan to put in place the alternate mobility standard for US 101 that provides the additional trip capacity built into the trip budget program. The City cannot reasonably implement a trip budget until these organizations have acted.

23. Information in the record, including affidavits of mailing and publication, demonstrate that appropriate public notification was provided for both the Planning Commission and City Council public hearings.

THE CITY OF NEWPORT ORDAINS AS FOLLOWS:

Section 1. The above findings, those contained in the document titled "*Newport South Beach Findings to Support Comprehensive Plan and Code Amendments*," prepared by Angelo Planning Group on August 24, 2012, as set forth in Exhibit A, and technical memorandums prepared by Parametrix, listed as Exhibits B1 through B5, attached and incorporated herein, are hereby adopted as support for this Ordinance and the Council's following amendments.

Section 2. The Transportation System Plan Element (§5; pps 152a - 152ab) of Chapter 5 "Public Facilities" of the City's Comprehensive Plan, Ordinance No. 1621 (as amended) is hereby repealed and replaced with the text entitled "Newport

Transportation System Plan”, as set forth in Exhibit C, attached and incorporated herein by this reference.

Section 3. Title XIV, Chapters 14.43, “Procedural Requirements,” through 14.51, “Fees” of the Zoning Ordinance element of the Newport Municipal Code (Ordinance No. 1308 (as amended)) are hereby renumbered as Chapters 14.46 through 14.54, respectively.

Section 4. Title XIV, the Zoning Ordinance element of the Newport Municipal Code (Ordinance No. 1308 (as amended)), is hereby amended to include a new Chapter 14.43 entitled “South Beach Transportation Overlay Zone (SBTOZ)” as set forth in Exhibit D. The overlay zone is as described on the map and legal description prepared by John Thatcher, PLS, dated October 30, 2012, attached and incorporated herein as Exhibit E.

Section 5. Title XIV, the Zoning Ordinance element of the Newport Municipal Code (Ordinance No. 1308 (as amended)), is hereby amended to include a new Chapter 14.44 entitled “Transportation Standards”, as set forth in Exhibit F, attached and incorporated herein by this reference.

Section 6. Title XIV, the Zoning Ordinance element of the Newport Municipal Code (Ordinance No. 1308 (as amended)), is hereby amended to include a new Chapter 14.45 entitled “Traffic Impact Analysis,” as set forth in Exhibit G, attached and incorporated herein by this reference.

Section 7. The introductory language of Subsection 13.05.040(A) and Subsection 13.05.040(A)(5), of Title XIII, Land Division, the Subdivision Ordinance element of the Newport Municipal Code (Ordinance No. 1990 (as amended)), are hereby amended as follows:

“A. The following public improvements are required for all land divisions, except where a subdivision plat is reconfiguring or establishing rights-of-way for future public streets.”

“5. Sidewalks. Required sidewalks shall be constructed in conjunction with the street improvements except as specified below:

- a. Delayed Sidewalk Construction. If sidewalks are designed contiguous with the curb, the subdivider may delay the placement of concrete for the sidewalks by depositing with the city a cash bond equal to 115 percent of the estimated cost of the sidewalk. In such areas, sections of sidewalk shall be constructed by the owner of each lot as building permits are issued. Upon installation and acceptance by the city engineer, the land owner shall be reimbursed for the construction of the sidewalk from the bond. The amount of the reimbursement shall be in proportion to the footage

of sidewalk installed compared with the cash bond deposited and any interest earned on the deposit.

- b. Commencing three (3) years after filing of the final plat, or a date otherwise specified by the city, the city engineer shall cause all remaining sections of sidewalk to be constructed, using the remaining funds from the aforementioned cash bond. Any surplus funds shall be deposited in the city's general fund to cover administrative costs. Any shortfall will be paid from the general fund.
- c. Notwithstanding the above, a developer may guarantee installation of required sidewalks in an Improvement Agreement as provided in Section 13.05.090(C)."

Subsections 13.05.040(A)(1) - (4) remain unamended and in full force and effect.

Section 8. Subsection 13.05.070(A) of Title XIII, Land Division, the Subdivision Ordinance element of the Newport Municipal Code (Ordinance No. 1990 (as amended)), is hereby amended, to insert new Subsections A(13) and (14), and to renumber existing Subsection A(13) as A(15), as follows:

13. A Trip Assessment Letter, if required by Chapter 14.43.
14. A Traffic Impact Analysis, if required by Chapter 14.45.
15. Other materials that the applicant believes relevant or that may be required by the city."

All other subsections of 13.05.070(A) and Subsections (B) - (E) of that section remain unamended and in full force and effect.

Section 9. Subsection 13.05.090(B) of Title XIII, Land Division, the Subdivision Ordinance element of the Newport Municipal Code (Ordinance No. 1990 (as amended)) is hereby amended as follows:

"B. Provision of Improvements. It shall be the responsibility of the developer to install all required improvements and to repair any existing improvements damaged in the development of the property. The installation of improvements and repair of damage shall be completed prior to final plat approval. Except as provided in Subsection C., or where payment in lieu of constructing a required improvement is allowed by City and has been paid by developer per Chapter 14.45, the final plat will not be approved until improvements are installed to the specifications of the city and "as constructed" drawings are given to the city and approved by the city engineer. The developer shall warrant the materials and

workmanship of all required public improvements for a period of one year from the date the city accepts the public improvements.”

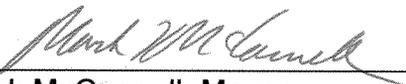
Section 10. City shall reserve trips out of the TAZ budget for properties annexed with Ordinance No. 1922, per the Settlement Agreement, as follows: For properties owned by Emery Investments, Inc. and/or Landwaves, Inc. 130 weekday PM peak hour trips, plus an additional 127 trips at such time as Ash Street is improved between Ferry Slip Road and SE 40th Street. With respect to properties owned by GVR Investments, 47 trips will be reserved, plus an additional 43 trips once Ash Street is improved. The City will reserve 20 trips for the Oregon Coast Community College property, once the Ash Street improvements are constructed. These trips will be reserved for a period of ten years from the date that final plats for the properties were recorded, or preliminary plat approval in the case where no final plat has been recorded. Any unused trips will accrue back to the TAZ trip budget once this ten year period has lapsed.

Section 11. Section 4, adopting Chapter 14.43, of this ordinance shall take effect at such time as both Lincoln County adopts corresponding implementation measures for unincorporated lands with the boundary of the zoning overlay and the Oregon Transportation Commission amends the Oregon Highway Plan to put in place the alternate mobility standard for US 101.

Section 12. Except as provided in Section 11, this ordinance shall take effect 30 days after passage.

Date adopted and read by title only: November 5, 2012

Signed by the Mayor on November 6, 2012.



Mark McConnell, Mayor

ATTEST:



Margaret M. Hawker, City Recorder

Spencer Nebel

From: JAMES F WRIGHT ·
Sent: Wednesday, January 29, 2014 10:41 AM
To: Spencer Nebel
Cc: John Brenneman
Subject: Salmon For Oregon Information.
Attachments: SFO_Memorandum_Jones.pdf; SFO_Memorandum_Landkamer.pdf;
SalmonForOregon_Nov2013.pdf

Spencer,

Here is some information to share with the mayor and city council concerning Salmon for Oregon Association and (its) activities.

Salmon for Oregon (SFO) was founded as a non-profit educational foundation in (January 2012) by Dr. Bill McNeil, Tom Becker Sr. and Dick Severson to advocate (for) and educate to the economic and scientific benefits of salmon enhancement on the central Oregon coast. Within two weeks of the founding, former Mayor of Newport and State Senator John Brenneman joined the board of directors and offered his pro bono services as (director of) government affairs. Jim Wright was hired by Salmon For Oregon () as ()communications director. James also serves as executive director.

On March 23, 2012, John Brenneman and Jim Wright met with ODFW director Roy Elliker, and two of his deputies to discuss the establishment of a spring Chinook run, (a spring salmon fishery) in Yaquina Bay. We also discussed the program's economic benefits to the region. We were both quite surprised by the response we received: Not only were they open to our ideas, they told us they had been considering projects like this as part of the new salmon management plan being developed as part of the larger Multi-Species Conservation plan being developed.

Jim then proceeded to travel the coast for the next year and a half meeting with cities, counties, ports, tribes, rotary clubs, chambers of commerce, fishing groups, environmental groups, watersheds, businesses, banks, and individuals to develop grassroots support for the (program). Along the way, many donated to our efforts, both local and regional governments as well as businesses, economic foundations, and individuals. On May 21, 2012, Jim and OSU Sea Grant specialist David Landkamer appeared before the city council of Newport to introduce the project and it's potential. Salmon for Oregon's goal has been to cultivate a groundswell of support over all aspects of the community for the projects. SFO has been working on a Coos Bay spring chinook project as well.

We have been pleasantly surprised at the outpouring of public and political support for these projects. We believe ODFW was surprised at the support as well; it gives them little option but to move forward with the plan

In May of 2013 Salmon For Oregon was granted 501(c)3 status from U.S. Internal Revenue Service as a public charity.

Last week, on the 23rd of January, ODFW brought their Open House to Newport, and well over 200 interested parties from the region attended. ODFW is holding these meetings in different parts of the state to receive public comment on the final drafts of the 10-Year, Multi-species Conservation Plan to which the spring Chinook project for Yaquina Bay is included. As the management plan receives (its)

final comments and adjustments, we are now looking at a final adoption of the plan in June of 2014 by the Fish Commission.

What this means to Newport and Yaquina Bay is significant. An established spring fishery brings spring tourism. A salmon season which commences in April and May instead of July gives the region a three month jump on the fishing seasons and the economic benefits that accompany that. By establishing this spring fishery, ODFW will give an economic opportunity of tourism to the region. However, this gift requires local interaction and involvement. The roll Salmon for Oregon plays is that of spearheading the project and creating support. We've driven the project through conceptualization then education and information stages over the past two years. We've faced and overcome many challenges and continue to shepherd the program by creating a broad base of support for a spring Chinook fishery. This project is not just for fishermen, it is for hotels and motels, restaurants, grocery stores, marine supply stores, gas stations, and everyone else in between; we believe April, May and June can become busy months on the waterfront and throughout Newport.

As we approach the last six months of our efforts before final approval and adoption by the fish commission, there is much work to do. To complete our educational outreach this spring we must continue to keep up the pace—and the pressure on ODFW. There is outreach to the public as well as outreach to the legislature. This project will be funded by a combination of public and private money. These arrangements have yet to be made, and SFO is still driving the discussion. For instance, we are pushing ODFW to partner with SOF in the management of the spring Chinook program, which will allow the community a stronger voice in the program's management.

We have received a broad base of support from across the community. Lincoln County has donated \$5,000, and has committed another \$15,000 to hard cost once the project is implemented. Englund Marine gave \$3,500, Oregon Coast Bank gave \$3,000, Starker Forests of Philomath gave \$3,000, Yaquina Bay Economic Foundation gave \$2500. The sports fishing organization "U Da Man" has given \$12,800. We received two \$20,000 from anonymous donors, and \$5,000 from another anonymous donor. Many other individuals in the community have given \$500 including Tom Curry, Bob Jacobson, Bob Weinert, Undersea Gardens etc. There have been close to 80 \$100 dollar donations. In Coos Bay, the County of Coos gave \$20,000 towards our efforts. Others have donated in-kind contributions of Government Affairs, Science, Grassroots, and Media, both radio and print.

We are asking The City of Newport to make a donation of \$5,000 towards the efforts of SFO to bring this project to final approval. The educational outreach to the public and government affairs interaction with local and regional governments, the legislature, and ODFW must continue to shepard this opportunity to final adoption and implementation.

We believe this project is a good fit for the tourism fund that the City Council and Mayor have some discretion with.

We look forward to discussing the project with you in person on Monday evening at Newport City Council meeting. Please see three attachments for more detail about Salmon For Oregon Assoc. and the spring Chinook project.

Thanks much,

Jim Wright
Executive Director,
Salmon For Oregon Assoc.

John Brenneman, President.

Memorandum
August 29, 2013

To: Jim Wright

From: Tod Jones, Ret.

Subject: Net Pen Rearing and Release of Hatchery Stocks on the Oregon Coast

As I have indicated to you on several previous occasions, Jim, the science of net pen rearing for the purpose of acclimation and imprinting anadromous species is a settled science. It has been practiced for many decades from as far south as the Sacramento River in California to Kodiak, Alaska. I personally have used this strategy not only in South East Alaska but here at the mouth of the Columbia River when I managed the Clatsop County Fisheries Project. (Formerly known as CEDC)

In Alaska and British Columbia all five species of salmon have been acclimated very successfully. We developed remote release sites to isolate the harvest of hatchery stocks to avoid harvest of wild stocks. This enabled the sport and commercial fishers the opportunity to maximize harvest to satisfy the market and provide a quality recreational experience unimpeded or constrained by protected wild salmon and steelhead. Here in Oregon and Washington, the net pen strategy has been appreciated but underutilized and with the legislature and governor shutting down the gillnet harvest on the main stem of the Columbia River this strategy will likely be greatly expanded.

Your selection of Spring Chinook on the central Oregon coast has two attractive advantages in that it provides a significant expansion of the recreational opportunity that did not exist in the past and known wild stocks are isolated from your proposed release sites. Known wild stocks are very limited and far enough away from you selected release sites to rarely if ever see a stray from your project. Uncaught fish will seek a spawning opportunity, but unlikely to leave the terminal area and swim a hundred miles to find another fresh water source. The only significant staying of Youngs Bay salmon has been in fall Chinook released as pre-molts, which remain for a few weeks in the estuary of the Columbia River and as such have been seen in the Grays River on the Washington side of

the river. The numbers, however, have rarely been more than four or five fish on any given year, this with a release of over 1.5 million a year.

There is no known established ratio of hatchery vs. wild fish that can be applied to your project or any project of this kind. Each is based on a variety of factors that come into play and, frankly, even given the best of baseline data, must be evaluated and adjusted as the project develops. Your approach to start with a relatively small number of molts, is an adaptive management approach that tells me you are following sound biology. Having looked at the proposed sites and the probable stocks of origin, I doubt very much that any issues with Spring Chinook straying will be an issue. It will be more likely that you will have a lot of pressure to increase the size of the project as the public appetite for the opportunity to catch the returning fish will escalate and being five year old fish, it will take a full decade to see those benefits.

That said, here at the mouth of the Columbia over five million smolts and pre-smolts are released each year with a mix of fall Chinook, Spring Chinook and Coho. I anticipate an expansion of that effort to include late-run Coho and late run fall Chinook and very likely increases in the existing Spring Chinook releases both in Oregon and Washington. The project is heavily monitored both at the net pen sites to prevent environmental degradation during feeding time and in the harvest of adults to ensure non-target species are free to transit the harvest sites without experiencing unacceptable harvest impacts. Over 50% of fish harvested are checked at Oregon and Washington processing facilities, which is a very high percentage and provides excellent in-season management data for adjustment of harvest times in the terminal areas. I see no reason your project cannot be managed in a similar manner using creel census strategies to gather the same information.

Please let me know if I can provide any additional information.

Tod Jones, Former Manager
Clatsop County Fisheries Project

5 September 2013

James Wright
Salmon for Oregon

Dear Jim,

I am pleased to support Salmon for Oregon's efforts to address the two key interlocking issues surrounding salmon in the 21st century; How do we continue our long standing traditions of harvesting and enjoying salmon while protecting their natural spawning populations? I believe that your strategy to create terminal fisheries for spring Chinook through the acclimation of hatchery smolts in lower bays along the Oregon coast is a worthy and timely approach to these issues, one that is well grounded in the best and most current available scientific information.

As you are aware, salmon have a complex life cycle that involves multiple environments from river tributaries to the open oceans, such that humans interact with the salmon life cycle in multiple ways. These complex interactions and our related actions are often simplified to the four H's of salmon management; Harvest, Habitat, Hydropower, and Hatcheries. In the past, human actions related to each of these H's has led to declines in natural spawning salmon populations.

However, over the last several decades, research and experience have led to continuing improvements in all of these salmon management H's. For example, we continue to improve our ability to adjust harvest levels to protect salmon stocks that are being over-harvested. We continue to protect and improve salmon habitats to increase natural spawning success and salmon survival. We continue to improve fish passage around dams and other obstacles to salmon migration. And we continue to improve hatchery methods in order to enhance harvestable populations of salmon while protecting natural populations. Wise management of each of the H's leads to benefits for both salmon (higher survival and population health) and people (healthy foods, jobs, recreation, power, resilient ecosystems, etc.).

In recent years, salmon hatcheries and hatchery fish have been targeted as harming natural spawning salmon populations, but this over-generalization is a far too sweeping condemnation. On the contrary, hatcheries have enhanced and protected numerous populations of salmon, as well as provided the majority of commercially and

recreationally landed fish. Currently 70–80% of the salmon that are “wild caught” in Oregon are of hatchery origin. The substantial contributions of hatcheries will need to continue if we are to maintain our traditional fisheries, fishing communities, and consumption of local salmon.

At the same time, science and management are making great strides toward improving the use of hatchery fish in ways that protect wild spawning populations. A recent research study titled Hatcheries, Conservation, and Sustainable Fisheries – Achieving Multiple Goals, by the Columbia River Basin Hatchery Scientific Review Group concluded, “The major question was whether hatcheries can contribute to harvest and at the same time be compatible with conservation. Clearly, the answer to this question is “yes”...” In keeping with this research direction, the Oregon Legislative Assembly in 2013 has passed House Bill 3441, directing the Oregon Hatchery Research Center on the Alsea River to conduct research to study best methods for using hatchery fish to enhance fisheries and protect natural spawning populations.

I believe that the Salmon for Oregon approach to fishery enhancement and natural population protection through community-based volunteer projects is consistent with scientific, state, and ODFW objectives, and has the potential to accomplish several broad goals:

- Increase the release size and subsequent survival of hatchery fish, resulting in lower predation on smolts, better ocean survival, and greater return rates to recreational and commercial fisheries
- Greatly reduce competition between naturally spawned and hatchery released fish in the river and estuary nursery habitats
- Eliminate or greatly reduce the number of returning adult hatchery fish mixing with natural spawned adults on upstream spawning grounds
- Enhance/create new spring Chinook fisheries at a time of year when no salmon fisheries currently exist
- Expand local community economic activity through increased fishing days and related purchases
- Contribute to the scientific salmon research and management discussion
- Further engage local communities in natural resources management practices
- Enhance salmon conservation community outreach and education opportunities

Therefore, I wish you success in your endeavors to improve salmon use, enjoyment, and protection, and look forward to working with you to

foster scientific and community understanding of the complex issues of coexisting with salmon in Oregon.

Sincerely,

David J. Landkamer
Sea Grant Aquaculture Extension Specialist
Oregon State University

S A L M O N F O R O R E G O N

Organization & Project Overview

Salmon For Oregon Association, Inc. is a non-profit designated 501(c)3 educational association dedicated to the restoration of robust salmon harvests on the central and southern Oregon coast. We believe salmon can return as a major source of jobs and help diversify and strengthen the economies of Oregon's coastal communities by including environmentally sound conservation with continued and new production through thoughtful science and sustainable stewardship.

Salmon For Oregon is a fairly new association but has been quite successful in it's short life of 2 years. We have testified at legislative hearings, and have met with individuals, fishing associations, local and regional governments, members of the legislature, tribes, and the Department of Fish and Wildlife to bring all parties together towards the goal of establishing new fisheries on the central and southern Oregon coast where the agency deems appropriate. Our two initial projects, one in Coos Bay and one in Yaquina Bay, will have a tremendous effect on the spring fishing economies of these two areas.

Salmon for Oregon has reached out and engaged local groups about the social and economic benefits of these projects. We are now formulating new strategic plans and work groups to cooperate with state agencies to bring to pass, with the best social and scientific practices, the goals stated here.

What defines us as an organization is our extensive outreach and the trust we have established with local fishermen, clubs, businesses, governments, tribes, and ODFW itself. We are proud to have brought together these diverse interests for a common goal, while creating unprecedented levels of cooperation for the betterment of coastal communities.

Salmon resources including healthy habitats, naturally occurring runs, and bountiful fishing opportunities, are symbolic of a healthy coastal economy. Spring Chinook fisheries in Coos Bay and Yaquina Bay will increase fishing opportunity days and benefit the entire regional economy. Our organization recognized the opportunity to develop these fisheries and met with ODFW to share our views and discuss options. The timing was good as new planning on the coast, associated with the 10 year Multi Species Conservation Plan was beginning.

Through our aggressive outreach, Salmon For Oregon continues to build wide ranging community support for establishing these two new fisheries through education and outreach on the ground level.

The project itself is to support local economic development and growth through the establishment of robust salmon harvests. To this end, our initial projects propose to acclimate spring Chinook salmon fingerlings for six weeks in net pens in Coos and Yaquina Bays. Once acclimated, the fish will be released to migrate to ocean feeding grounds, and return to terminal recreational fisheries as catchable adults. These important new fisheries will have virtually no impact (footprint) on in-stream habitat, or on existing natural occurring stocks in these two sys-

S A L M O N F O R O R E G O N

tems. With the goal of allowing a tremendous jump on the currently calandared opening for existing salmon seasons.

This new “spring salmon run” will provide a tremendous additional contribution to local coastal economies through the value of fish captured, fishing trips and related gear. Positive economic growth will result through increased tourism/lodging/guide services/charters, sport and commercial fishing, gear purchases, and their subsequent rollout dollar impacts. It has been said, “A springer in the bay brings salmon fishing in May.” With that, specific studies have concluded each springer caught represents from \$200 to \$400 dollars to the local economy. Increasing fishing opportunity days demonstrates an economic boost as each angler with a rod represents \$87 dollars a day to the local economy. The social and economic benefits from the project will bolster local communities in the near future, and increase as the projects are improved through learning and refinement over time. The projects will be conducted to limit or eliminate project salmon interaction with the natural salmon spawning in coastal streams, thereby simultaneously supporting and complementing all salmon restoration efforts. This is a pilot project administered by ODFW, with the input and help from Salmon for Oregon.

Salmon For Oregon’s main focus during the first two years of the organization has been working up and down the coast to meet with the Director’s office of ODFW, Counties, Cities, fishing organizations, business people, Rotary clubs, Chambers of Commerce, economic development associations, watershed councils, Oregon Sea Grant, researchers at the Hatfield Marine Science Center, and individual citizens in an aggressive community outreach effort to explain the goals of the organization, and the science and economic advantages of the proposed new projects, and to educate and engage the public in this effort. Our representatives have appeared on radio interviews at least two dozen times in both Coos and Yaquina Bay regions, as well as interacting with local newspapers in overseeing the media outreach. Salmon For Oregon’s aggressive outreach has been and continues to be crucial to bringing people together in this effort. We believe that the only way to have truly successful, multi year, sustainable economical development/salmon enhancement programs is to include as many community interests as possible.

Over the next three years we plan to accomplish several organizational and community building outcomes. These outcomes include seminars, presentations, fundraising, coastal education and outreach, membership drives, volunteer participation and cooperative research.

The Responsibility of the projects themselves will be conducted by ODFW and it’s local biologists. Salmon For Oregon and it’s volunteers will be the “boots on the ground” and bring excitement and engagement to the project. Our volunteer, Bob Jacobson, former Sea Grant Ex-

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tension, will be the point man in interaction with the local biologist in the Yaquina Bay project. In Coos Bay, Coquille Tribe Natural Resources Director Jason Robison will interact with the local ODFW biologists with support from current Sea Grant Aquaculture specialist Dr. David Landkamer.

Other retired fisheries scientists and former ODFW employees have asked to volunteer as well and we have encouraged their involvement. Salmon For Oregon has also reached out to NOAA scientists and administrators for involvement.

James F Wright, Executive Director of SFO is overseeing community volunteers and is a liaison between SFO, the Community, the Tribes, and the Agency.

We have made every effort to include local communities, researchers, fisheries managers, and other concerned citizen groups in our project planning process, and will continue to work with fish biologists, geneticists, and ocean resources scientists to design and develop projects that grow fishing opportunities while simultaneously protecting and restoring existing local salmon resources. Our efforts to bring all parties together to optimize these complimentary goals will continue in order to accomplish sustainable programmatic objectives and results.

The key objective of our efforts is to stimulate the economy of local coastal communities by improving salmon fisheries in lower bays and the near shore ocean. Salmon for Oregon projects will increase fishing licenses sold, catchable fish, fishing opportunities for local fishers and tourists, and generate numerous coastal business benefits from the sale of fishing equipment and services, to increasing motel stays and restaurant visits. Planned as terminal fisheries, these projects are also designed to limit the interaction of project fish with the salmon in upstream systems, thus contributing to the goals of protecting natural occurring salmon and the resources they depend upon in local coastal streams.

We have made every effort to include local communities, researchers, fisheries managers, and other concerned citizen groups in our project planning process, and will continue to work with fish biologists, geneticists, and ocean resources scientists to design and develop projects that grow fishing opportunities while simultaneously protecting and restoring existing local salmon resources. Our efforts to bring all parties together to optimize these complimentary goals will continue in order to accomplish sustainable programmatic objectives and results.

When salmon are being caught, the entire community benefits. Using the natural resources of the central Oregon coast to benefit local communities is the obvious thing to do. The technology exist, it is proven both scientifically, and economically. We are not proposing something new, we are working on something that has proven time and time again, in other parts of Oregon and in many parts of the world to benefit the fishery and the citizenry.

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These projects are 5 year pilot releases, administered through ODFW. Salmon for Oregon's interest in these projects is bringing volunteers to the table to participate in making it a success. Local interest and participation is crucial to the success of these projects. SFO volunteers will participate in the financing, building, and placement of the net pens, and also the feeding of the smolts for 6 weeks while they are in the bay.

Our sustainability in terms of capacity and projects will be accomplished through continued funding development in both the corporate and non profit arenas, and from state and federal funding sources. Potential funding sources include organizations such as NOAA, Oregon Department of Agriculture, Oregon Department of Fish and Wildlife, Oregon State Legislature, Tribes, the Oregon business community, and the Ports of Coos Bay and Newport.

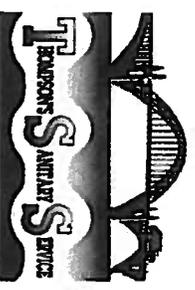
Salmon for Oregon is also pursuing grants through private and public sources to develop education and information models for community outreach. We feel one of the greatest needs in the salmon world is educating the public to both effective production methods and just as important, to effective conservation and sustainable management of those resources.

**James F Wright
Executive Director**

**John Brenneman - President'
Tom Becker Sr. - Vice President
Dick Severson - Secretary Treasurer
Mike Samples - Board Member
Michael McNeil - Board Member
Cam Parry - Board Member**

Compostables Time Line 2013

- April 1st – Council assigns Mark and David to discuss recycling opportunities with TSS.
- April 30th – Discussion with county about recycling and compost
- May 7th – Tour of PRC, Mark, David, Doug, Wayne
- May 28th – Meeting at City Hall, Estle, Mark, David
- June 5th – Meeting at BOC, Estle, Mark, David, Doug, Wayne
- August 12th – Tour of PRC, Sandy, Laura, Larry
- September 30th – Town Hall Educational Meeting
- November 18th – Newport City Council meeting Discussion Item
- December 1st – Compostables Survey
- December 19th – Meeting at City Hall w/Estle, Mark, Ralph
- January 6th – Special Edition Newsletter mailed to all customers
- January 13th – Meeting at City Hall w/Mark, David
- January 15th – Joint City/County Meeting discussion item
- February 3rd – Update from David and Survey results
- February 18th – Public Hearing Newport City Council
- March 3rd – Agenda item proposed action on program





Agenda Item # VII.B.
Meeting Date February 3, 2014

CITY COUNCIL AGENDA ITEM SUMMARY
City Of Newport, Oregon

Issue/Agenda Title: Approval of ODOT ROW Services Agreement and Authorization of Additional Funding for Hwy 101 Pedestrian Safety Project

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

Issue Before the Council:

In order to comply with ODOT project requirements, the City needs to execute a Right of Way Services Intergovernmental Agreement with the State. This agreement identifies each parties responsibilities regarding right-of-way acquisition for the project, and defines potential financial obligations the City may incur when the State conducts the services as identified in the contract.

The terms of the agreement commit the City to pay up to \$5,000 of costs for services performed by the State. Furthermore, the agreement obligates the City to ensure *“that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency’s current appropriation or limitation of current budget. Agency is willing and able to finance all, or its pro-rata share of all, costs and expenses incurred in the Project up to its maximum.”*

Staff Recommendation:

Approve the agreement and authorize the obligation of additional funds.

Proposed Motion:

I move to approve the US Hwy 101 Pedestrian Safety Improvements Project Intergovernmental Agreement for Right of Way Services with the Oregon Department of Transportation and authorize the Mayor and City Manager of the City of Newport to execute said agreement. I further move to obligate \$150,000 of Infrastructure Fee funds in fiscal year 2014/2015, increasing the City’s total financial contribution to this project to \$202,000.

Key Facts and Information Summary:

The City executed an agreement with the Oregon Department of Transportation (ODOT) in July of 2012 as part of the Flexible Funds Program 2011 to fund eight pedestrian crossing improvements on Highway 101 between Bayley Street to the south, and 15th Street to the north. The initial ODOT project cost estimate included in this agreement was \$502,000 of which the City would contribute 10%, or \$52,000. The City’s portion of these funds were budgeted in the FY12/13 budget.

Since the execution of this initial agreement, ODOT has revised the project cost estimate to \$852,000, resulting in a funding shortfall of \$350,000. The City met with ODOT staff on several occasions to discuss the reasons for the cost overruns and sources of funds to cover the shortfall. The ODOT Bike and Pedestrian Program is willing to contribute an additional \$100,000 toward the project as long as the project continues with the initial scope of work and completes the improvements at all eight crossing locations. Also, ODOT staff will be presenting a request to the Region 5 Area Managers for an additional \$100,000 at their monthly meeting on Monday, February 3rd. Results from this meeting will hopefully be included as part of tonight's presentation.

This leaves a shortfall of \$150,000 which Staff has tentatively agreed to fund, pending Council approval. These funds will not be needed until FY14/15 since the project construction will not occur until the fall of 2014 or early winter of 2015.

Other Alternatives Considered:

- Cancel the project. Under the terms of the initial agreement, the City would be obligated to reimburse all funds expended to date on the project which to date is approximately \$130,000.

City Council Goals:

- N/A

Attachment List:

- US Hwy 101 Pedestrian Safety Improvements Project Intergovernmental Agreement for Right of Way Services

Fiscal Notes:

The Infrastructure Fee, per Council Resolution, can be spent on any infrastructure related construction project. In FY 13/14, revenues from the Infrastructure Fee are estimated at \$495,000. Revenues for FY 14/15 have not yet been obligated to any project so these funds would be available to fund an additional \$150,000 toward this project.

**INTERGOVERNMENTAL AGREEMENT
FOR RIGHT OF WAY SERVICES**
US 101: Pedestrian Safety Improvements
City of Newport

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and CITY OF NEWPORT, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 283.110, 366.572 and 366.576, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
3. US 101 (Oregon Coast Highway) is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
4. This Agreement shall define roles and responsibilities of the Parties regarding the real property to be used as part of right of way for road, street or construction of public improvement. The scope and funding may be further described in Local Agency Flexible Funds Program Agreement No. 28487. Hereinafter, all acts necessary to accomplish services in this Agreement shall be referred to as "Project."

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, to accomplish the objectives in Agreement No. 28487, State and Agency agree to perform certain right of way activities shown in "Special Provisions – Exhibit A," attached hereto and by this reference made a part hereof. If the State performs right of way services on behalf of the Agency, under no conditions shall Agency's obligations for said services exceed a maximum of \$5,000, including all expenses, unless agreed upon by both Parties.

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than January 1, 2015, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
3. The process to be followed by the Parties in carrying out this Agreement is set out in Exhibit A.
4. It is further agreed both Parties will strictly follow the rules, policies, and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the “State Right of Way Manual.”

STATE OBLIGATIONS

1. State shall perform the work described in Special Provisions – Exhibit A.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.
3. If the State performs right of way services on behalf of the Agency, State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers’ compensation, unemployment taxes, and state and federal income tax withholdings.
4. State’s right of way contact person for this Project is Georgine Gleason, Senior Right of Way Agent, 455 Airport Road SE, Building A, Salem, Oregon 97301; phone: (503) 986-2604; email: georgine.n.gleason@odot.state.or.us, or assigned designee upon individual’s absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

AGENCY OBLIGATIONS

1. Agency shall perform the work described in Special Provisions – Exhibit A.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency’s current appropriation or limitation of current budget. Agency is willing and able to finance all, or its pro-rata share of all, costs and expenses incurred in the Project up to its maximum.
3. Agency may utilize its own staff or subcontract any of the work scheduled under this Agreement provided Agency receives prior written approval of any staff, consultant or contractor by the State’s Region Right of Way office.

4. Agency represents that this Agreement is signed by personnel authorized to do so on behalf of Agency.
5. Agency's right of way contact person for this Project is Tim Gross, Public Works Administrator, 169 SW Coast Highway, Newport, Oregon 97365; phone: (541) 574-3369; email: t.gross@newportoregon.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

PAYMENT FOR SERVICES AND EXPENDITURES

1. In consideration for the services performed by State (as identified in the attached Exhibit A), Agency agrees to pay or reimburse State a maximum amount of \$5,000. Said maximum amount shall include reimbursement for all expenses, including travel expenses. Travel expenses shall be reimbursed to State in accordance with the current Oregon Department of Administrative Services' rates. Any expenditure beyond federal participation will be from, or reimbursed from, Agency funds. Payment in Agency and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by both Parties.
2. Agency agrees to reimburse salaries and payroll reserves of State employees working on Project, direct costs, costs of rental equipment used, and per-diem expenditures.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person, under any of the following conditions:
 - a. If either Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If either Party fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice fails to correct such failures within ten (10) days or such longer period as may be authorized.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

- e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
3. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
4. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
5. All employers that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of its subcontractors complies with these requirements.
6. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

7. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
8. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
9. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
10. If federal funds are involved in this Agreement, "Exhibits B and C" are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by Agency.
11. If federal funds are involved in this Agreement, Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification

ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

12. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, 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 the Agreement did not contain the particular term or provision held to be invalid.
13. This Agreement may be executed in several counterparts (facsimile or otherwise) 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.
14. This Agreement and attached exhibits and Agreement No. 28487 constitute 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. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE FOLLOWS

CITY OF NEWPORT, by and through its
elected officials

By _____
Mayor

Date _____

By _____
City Manager

Date _____

APPROVED AS TO LEGAL FORM

By _____
N/A
City Legal Counsel

Date _____

Agency Contact

Tim Gross, Director of Public Works/City
Engineer
City of Newport Public Works
169 SW Coast Highway
Newport, OR 97365
Phone: (541) 574-3369
Email: t.gross@newportoregon.gov

State Contact

Georgine Gleason, Sr. Right of Way Agent
ODOT, Region 2
455 Airport Road SE, Bldg. A
Salem, OR 97301
Phone: (503) 986-2604
Email: georgine.n.gleason@odot.state.or.us

STATE OF OREGON, by and through its
Department of Transportation

By _____
State Right of Way Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Right of Way Manager

Date _____

By _____
Region 2 Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
N/A
Assistant Attorney General

Date _____

APPROVED

(If Litigation Work Related to Condemnation is to
be done by State)

By _____
N/A
Chief Trail Counsel

Date _____

SPECIAL PROVISIONS – EXHIBIT A
Right of Way Services

THINGS TO BE DONE BY STATE OR AGENCY

1. Pursuant to this Agreement, the work performed on behalf of the Agency can be performed by the Agency, the Agency’s consultant, the State or a State Flex Services consultant. The work may be performed by Agency staff or any of these representatives on behalf of Agency individually or collectively provided they are qualified to perform such functions and after receipt of approval from the State’s Region 2 Right of Way Manager. Said approval must be obtained, in writing, prior to the performance of said activities.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.
3. Both Parties will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the “State Right of Way Manual.”

A. Preliminary Phase

1. State shall provide preliminary cost estimates.
2. Agency shall make preliminary contacts with property owners.
3. Agency shall gather and provide data for environmental documents.
4. Agency shall develop access and approach road list.
5. Agency shall help provide field location and Project data.

B. Acquisition Phase

1. General:
 - a. When doing the acquisition work, State shall provide Agency with a status report of the Project on a quarterly basis.
 - b. Title to properties acquired shall be in the name of the State.

2. Legal Descriptions:

- a. Agency shall provide sufficient horizontal control, recovery and retracement surveys, vesting deeds, maps, and other data so that legal descriptions can be written.
- b. Agency shall provide construction plans and cross-section information for the Project.
- c. Agency shall write legal descriptions and prepare right of way maps. If the Agency acquires any right of way on a State highway, the property descriptions and right of way maps shall be based upon centerline stationing and shall be prepared in accordance with the current "State Right of Way and Rail/Utility Coordination Manual," "Contractor Services Guide," and the "Right of Way Engineering Manual." The preliminary and final versions of the property descriptions and right of way maps must be reviewed and approved by the State.
- d. State shall specify the degree of title to be acquired (e.g. fee, easement).

3. Real Property and Title Insurance:

- a. State shall provide preliminary title reports, if State determines they are needed, before negotiations for acquisition commence.
- b. State shall determine sufficiency of title (taking subject to). If the Agency acquires any right of way on a State highway, sufficiency of title (taking subject to) shall be determined in accordance with the current "State Right of Way Manual," and the "Contractor Services Guide." Agency shall clear any encumbrances necessary to conform to these requirements, obtain Title Insurance policies as required and provide the State copies of any title policies for the properties acquired.
- c. Agency shall conduct a Level 1 Hazardous Materials Study within Project limits to detect presence of hazardous materials on any property purchase, excavation or disturbance of structures, as early in the Project design as possible, but at a minimum prior to property acquisition or approved design.
- d. Agency shall conduct a Level 2 Site Investigation of sufficient scope to confirm the presence of contamination, determine impacts to properties and develop special provisions and cost estimates, if the Level 1 Corridor Study indicates the potential presence of contamination that could impact the properties.
 - If contamination is found, a recommendation for remediation will be presented to State.
- e. Agency shall be responsible for arrangement of any necessary remediation.

- f. Agency shall conduct asbestos, lead paint and other hazardous materials surveys for all structures that will be demolished, renovated, or otherwise disturbed. Asbestos surveys must be conducted by an AHERA (asbestos hazard emergency response act) certified inspector.

4. Appraisal:

- a. State shall conduct the valuation process of properties to be acquired.
- b. State shall perform the Appraisal Reviews.
- c. State shall recommend Just Compensation, based upon a review of the valuation by qualified personnel

5. Negotiations:

- a. State shall tender all monetary offers to land-owners in writing at the compensation shown in the appraisal review. Conveyances taken for more or less than the approved Just Compensation will require a statement justifying the settlement. Said statement will include the consideration of any property trades, construction obligations and zoning or permit concessions. If State performs this function, it will provide the Agency with all pertinent letters, negotiation records and obligations incurred during the acquisition process.
- b. State and Agency shall determine a date for certification of right of way and agree to co-sign the State's Right of Way Certification form. State and Agency agree possession of all right of way shall occur prior to advertising of any construction contract, unless appropriate exceptions have been agreed to by Agency and State.
- c. State agrees to file all Recommendations for Condemnation at least seventy (70) days prior to the right of way certification date if negotiations have not been successful on those properties.

6. Relocation:

- a. State shall perform any relocation assistance, make replacement housing computations, and do all things necessary to relocate any displaced parties on the Project.
- b. State shall make all relocation and moving payments for the Project.
- c. State shall perform the relocation appeal process.

C. Closing Phase

1. State shall close all transactions. This includes drawing of deeds, releases and satisfactions necessary to clear title, obtaining signatures on release documents, and making all payments.
2. State shall record conveyance documents, only upon acceptance by appropriate agency.

D. Property Management

1. State shall take possession of all the acquired properties. There shall be no encroachments of buildings or other private improvements allowed upon the State highway right of way.
2. State shall dispose of all improvements and excess land.

E. Condemnation

1. State may offer mediation if the Parties have reached an impasse.
2. State shall perform all administrative functions in preparation of the condemnation process, such as preparing final offer and complaint letters.
3. State shall perform all legal and litigation work related to the condemnation process. (Therefore, prior approval evidenced by Chief Trial Counsel, Department of Justice, signature on this Agreement is required. Where it is contemplated that property will be obtained for Agency for the Project, such approval will be conditioned on passage of a resolution by Agency substantially in the form attached hereto as "Exhibit D," and by this reference made a part hereof, specifically identifying the property being acquired.)
4. Where State shall perform legal or litigation work related to the condemnation process, Agency acknowledges, agrees and undertakes to assure that no member of Agency's board or council, nor Agency's mayor, when such member or mayor is a practicing attorney, nor Agency's attorney nor any member of the law firm of Agency's attorney, board or council member, or mayor, will represent any party, except Agency, against the State of Oregon, its employees or contractors, in any matter arising from or related to the Project which is the subject of this Agreement.

F. Transfer of Right of Way to State

If applicable, Agency agrees to transfer to the State all right of way acquired on the State highway which was acquired in the Agency's name. The specific method of conveyance will be determined by the Agency and the State at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. Agency agrees to provide the State all information and file documentation the State deems necessary to integrate the right of way into the State's highway system. At a minimum, this includes: copies of all recorded conveyance documents used to vest

title in the name of the Agency during the right of way acquisition process, and the Agency's Final Report or Summary Report for each acquisition file that reflects the terms of the acquisition and all agreements with the property owner(s).

G. Transfer of Right of Way to Agency

If applicable, State agrees to transfer and Agency agrees to accept all right of way acquired on the Agency's facility which was acquired in the State's name. The specific method of conveyance will be determined by the State and the Agency at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. If requested, State agrees to provide Agency information and file documentation associated with the transfer.

For purposes of Exhibits B and C, references to Department shall mean STATE, references to Contractor shall mean Agency, and references to Contract shall mean Agreement.

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this Contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DEPARTMENT OFFICIAL CERTIFICATION

Department official likewise certifies by signing this Contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

Exhibit C
Federal Provisions
Oregon Department of Transportation

CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this Contract that to the best of its knowledge and belief, it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this Contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

1. By signing this Contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Department determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

You may contact the Department's Program Section (Tel. (503) 986-2710) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The Contractor agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information

of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting,

Department shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of

subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
 - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor,

state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Department and its Contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither Department nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Department deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal

agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**FOR INQUIRY CONCERNING
DEPARTMENT'S DBE PROGRAM
REQUIREMENT CONTACT OFFICE OF
CIVIL RIGHTS AT (503)986-4354.**

EXHIBIT D
RESOLUTION EXERCISING THE POWER OF EMINENT DOMAIN
Right of Way Services

WHEREAS (insert title of Agency) may exercise the power of eminent domain pursuant to (Agency's charter) (statutes conferring authority) and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by the (insert title of Agency)'s governing body to accomplish public purposes for which (insert title of Agency) has responsibility;

WHEREAS (insert title of Agency) has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public;

WHEREAS the project or projects known as (insert Project name) have been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and

WHEREAS to accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in "Exhibit A," attached to this resolution and, by this reference incorporated herein; now, therefore

BE IT HEREBY RESOLVED by (Agency's Council, Commission, or Board)

1. The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury;
2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law;
3. The (insert title of Agency)'s staff and the (Agency's Attorney, Counsel, or District's Counsel (or) (The Oregon Department of Transportation and the Attorney General) are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the (Agency's Council, Commission, or Board).
4. (Insert title of Agency) expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

DATED this _____ day of _____, 20____.



Agenda Item #
Meeting Date

VII.C
February 3, 2014

CITY COUNCIL AGENDA ITEM SUMMARY
City Of Newport, Oregon

Issue/Agenda Title: Response to the Bicycle/Pedestrian Advisory Committee Regarding Project Priorities.

Prepared By: City Manager, Spencer Nebel

Issue Before the Council: Approval of a response to the Bicycle/Pedestrian Advisory Committee from the December 16, 2013 City Council work session.

Proposed Motion: I move to direct city administration to review the Bicycle/Pedestrian Advisory Committee recommendations as part of the upcoming budget process in accordance with the report from the City Manager which includes proposing funding for sharrows in FY 2014-15 at similar levels to the current fiscal year and conducting feasibility studies on the remaining projects by January 2015 for possible incorporation in the 2015-16 budget or later fiscal years.

Key Facts and Information Summary: On December 16, 2013, the Bicycle/Pedestrian Advisory Committee presented various priorities for improvements to the City's bicycle and pedestrian systems to the City Council. In accordance with City ordinance, the bicycle pedestrian committee advises the City Council regarding issues on bicycle and pedestrian transportation, safety, recreation, and education.

In accordance with these responsibilities, the committee presented four priorities for review by the City Council. The first was continuation of shared lane markings or "sharrows" on city streets. The second priority was a trail from NW Park Street to Oceanview Drive. Since there are no shoulders on Oceanview Drive between NW 21st street and NW 12th street this creates unsafe travel for bicycles and pedestrians through the curves. The third priority was a trail connecting Agate Beach State Park Trail to the sidewalk on Highway 101 W. At this point pedestrians traveling North and South between Little Creek Apartments and the shopping district apparently have no choice but to walk on the shoulder of Highway 101 or cross the Highway 101 to access the sidewalk. The committee is recommending that the city pursue extension of the trail to connect to the existing sidewalk where it ends at the driveway of the Best Western. The fourth priority was installation of sidewalks on Abbey Street to the Bayfront to address the curves and steep slopes at this location.

At the December 16, 2013 work session, I recommended that the Council refer this matter back to staff with a report to be provided to the City Council at the first meeting in February as to how we may be able to proceed with the specific recommendations.

As you are aware the City has focused on many pedestrian and bicycle improvements in recent years including the ADA accessible sidewalks along Naterlin Drive; sidewalk connections to Yaquina Bay State Park under the north end of the Yaquina Bay Bridge; the completion of many missing sidewalk connections including those along SE 9th at City Hall, NE 3rd along the Lincoln County Fairgrounds, and

on NW Nye Street along Betty Wheeler Field; and the installation of sharrows on 6th Street from NW Coast Street to NE Eads and along Oceanview Drive from Hwy 101 to NW Coast Street.

The City has also developed various plans that are included in the Transportation System Plan (TSP) which lays out recommended bicycle routes and sidewalk connections for the City of Newport. If priorities change relating to the TSP, it is appropriate to consider amending this plan to reflect these changes from time to time. Please make note that a number of the priorities are currently included and the TSP.

In addition, the City has a number of current projects in place relating to pedestrian and bicycle safety. Perhaps the most significant project is the pedestrian crossings of Highway 101. This project has been designed through Oregon Department of Transportation (ODOT), as a result of the design there have been significant revisions creating an increase on the cost of completing this project. Staff is working with ODOT to identify additional funds from ODOT in order to make this project move forward. In addition, it is likely that the City will have to identify and commit additional resources in order for this project to move forward as well. We will be reporting on this issue in the near future to the City Council once we have completed our discussions with ODOT.

In the current fiscal year, funds were appropriated for share roads with 38 sharrows currently having been installed by DPW crews with funds that were appropriated specifically for this project in 2013-2014 fiscal year.

Staff Recommendations: City staff has reviewed the priorities and offers the following recommendations to the City Council as a response to the Bicycle/Pedestrian Advisory Committee recommendations. First of all, it would be our recommendation that funds be appropriated in the upcoming budget to continue with the sharrow program. Each sharrow costs approximately \$300 in materials and we are recommending that the City annually budget funds to continue the sharrow program. By expanding the system on an annual basis, it will make the sustainability of maintaining these sharrows more feasible. As with any pavement markings, there is a limited life and at some point sharrows will need to be replaced. This would create a situation where annually sharrows would be installed and ultimately replaced on a scheduled basis in the future. The sustainability of this program is important for its long-term viability as a way to identify shared routes for the purposes of both bicycles and motorists.

In reviewing the three project priorities, it is my recommendation that the City Council requests city administration to conduct a preliminary feasibility/design cost for proceeding with these three projects with in-house staff with the report being completed in January of 2015. This will enable us to have specific information to consider at budget time as various projects are identified for funding in that fiscal year. Once these costs and feasibilities of the projects are identified this information will be shared with the Bicycle/Pedestrian Advisory Committee to provide them with information in which they can provide any further recommendations to the City Council for the preparation of the 2015-2016 budget.

The Bicycle/Pedestrian Advisory Committee can play an important role in identifying various priorities and sharing that information with the City Council to help the Council weigh these priorities with other priorities for financing various parts of the City's operation as part of the appropriations process. In any

cases where projects have been identified that are not part of the TSP, it is important to include those projects in a future update of the TSP.

I appreciate the efforts of the advisory committee to identify priorities from their perspective for consideration in this process. I am hopeful that once this format is put into place, both the Bicycle/Pedestrian Committee and the City Council will be able to proceed in an effective manner in order to continue improving pedestrian and bicycle safety access throughout the City of Newport.

Other Alternatives Considered: As part of the budget review process, the Council could modify any proposed recommendations for capital outlay expenses, for the 2014 - 2015 fiscal year, to either include or exclude any of these priorities.

City Council Goals:

Continue to support multi-modal forms of transportation in the City of Newport.

Designate and develop pedestrian and bicycle routes in association with streets, and work with the school district to create safe routes to schools.

Attachment List:

The Bicycle/Pedestrian Advisory Committee PowerPoint from December 16, 2013, City Council work session.

Fiscal Notes: This work would be done with internal staff so no additional appropriations would be necessary.

Revised 1/23/14

**CITY OF NEWPORT
Budget Calendar - Detailed
For Fiscal Year 2014-15**

Preliminary Budget Worksheets (City and NURA)

Distributed to Department HeadsFriday, January 24, 2014

- *Preliminary Detail Worksheets – (Keep to develop budget)*
- *Personnel FormsReturn to Finance by February 7, 2014*
- *Capital Outlay*
 - Equipment (\$1,000 and up) Return to Finance by February 14, 2014*
 - ProjectsReturn to Finance by February 21, 2014*

Goal Setting Meeting with City Council and Department HeadsMonday, February 24, 2014

Department Heads’ Group Meeting on Capital Outlay (Projects & Equipment)

Review of Requests and Prioritizing Projects.....Wednesday, February 26, 2014

Final Budget Worksheets for Proposed Budgets with

Eight-Month Actuals through February 2014Monday, March 3, 2014

Submit Department Proposed Budgets and Narratives to Finance.....Monday, March 10, 2014

Preliminary Meeting of the Budget Committee.....Wednesday, March 12, 2014

Finance Completes Department Budget Requests Process and

Makes Final Requests AvailableMarch 17 and/or March 18, 2014

Department Heads’ Meetings with Budget Officer to Review, Revise

and Balance Budgets (City and NURA)Wednesday, March 19 through March 21, 2014

Publish First Notice of Budget Committee Meetings (City and NURA)Friday, April 4, 2014

Budget Officer Completes Budget MessageFriday, April 11, 2014

Completed Proposed to PrinterMonday, April 14, 2014

Publish Second Notice of Budget Committee Meetings (City & NURA)Wednesday, April 16, 2014

Distribute Proposed Budgets to Budget Committee & Department HeadsFriday, April 18, 2014

First Budget Committee MeetingWednesday, April 30, 2014

- *Appoint/Elect Presiding Officer*
- *Receive City and NURA Budgets and Budget Message*
- *Public Hearing on Possible Uses of State Shared Revenues*
- *Review Budget Documents and Discuss Relevant changes*
- *Respond to Questions from the Budget Committee*
- *Provides for Members of the Public time for Input, Questions and Comments*
- *Present Report on Financial Policy of UEFBs and Contingencies*

Second Budget Committee MeetingWednesday, May 7, 2014

- *Budget Committee Deliberations*
- *Respond to Questions from First Meeting*

Third Budget Committee MeetingWednesday, May 14, 2014

- *Respond to Questions from Second Meeting*
- *Budget Committee approval of the Budget Documents (City and NURA)*
- *Approval of Ad Valorem Property Tax Amount or Rate for City General Fund and City Debt Service Funds and the NURA*

**Department Revised Narratives Based on Budget Committee Deliberations
to Budget Officer & Finance DirectorTuesday, May 20, 2014**

Publish Notice of Budget Hearing (only once required)Friday, June 6, 2014

- *Publish Financial Summaries (separate City and NURA)*

Budget Public HearingMonday, June 16, 2014

- *Public Hearing on Proposed Uses of State shared Revenues*
- *Separate Public Hearings on City Budget and NURA Budget
Adopt Budgets and Make Appropriations (City and NURA)
Impose and Categorize Taxes for City and NURA*

Transmit Tax Certification DocumentsJuly 15, 2014

- *To County Assessor by July 15, 2014*
- *File Budget Document with County Recorder and Designated Agencies.*