



**AGENDA & Notice of Work Session,  
& Regular Meeting of Newport City Council (CC)  
Including Acting in the Capacity as the  
Local Contract Review Board (LCRB)  
And Urban Renewal Agency (URA)**

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The City Council of the City of Newport, also acting in the capacity as the LCRB and URA, will hold a work session on **Monday, March 7, 2011, at 12:00 Noon**, with a regular Council meeting beginning at **6:00 P.M.** on **Monday, March 7, 2011**. The work session will be held in Conference Room A at City Hall, and the regular meeting will be held in the Council Chamber, City Hall, located at 169 S.W. Coast Highway, Newport, Oregon 97365. A copy of the agenda follows.

The work session and 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 (541)574-0613.

The City Council, also acting in the capacity as the LCRB and URA, 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 work session and/or meeting. Action items that do not require a public hearing may be moved up earlier in the meeting.

Members of the media, not having attended a City of Newport executive session, may be asked to present credentials prior to attendance at an executive session.

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**WORK SESSION AGENDA**  
**Monday, March 7, 2011 -- 12:00 Noon**  
**CC – LCRB - URA**  
**Conference Room A**

- I. Financial Reserve Policy
- II. Disposition of G-P Franchise Fees for 2011
- III. Management of Parks & Recreation and Swimming Pool Services
- IV. Further Review of Council Rules

**REGULAR MEETING AGENDA**  
**Monday, March 7, 2011 -- 6:00 P.M.**  
**CC - LCRB – URA**  
**Council Chamber**

*Anyone wishing to speak 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. Additions/Deletions and Approval of Agenda**

**IV. Public Comments**

*This is an opportunity for members of the audience to bring to the Council's attention any item not otherwise 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.*

**V. Consent Calendar**

*The consent calendar is an area of the meeting agenda where items of a repeating or routine nature can be considered under a single action. Any person who desires to have an item on the consent agenda removed and considered separately could make it so by merely asking.*

- A. Approval of minutes from the work session, regular meeting of February 22, 2011, and special meeting of March 1, 2011 (Hawker)

**VI. Officers' Reports**

- A. Mayor's Report
- B. City Manager's Report
- C. City Attorney's Report

**VII. Discussion Items and Presentations**

*Items that do not require immediate Council action, such as presentations, discussion of potential future action items*

- A. Volunteer Fire Department Agreement with City (Cole/McCarthy)
- B. Power point presentation on Recycling by Thompson Sanitation (Voetberg)

**VIII. Action Items**

*Citizens will be provided the opportunity to offer comments on action items after staff has given their report and if there is an applicant, after they have had the opportunity to speak. (Action items are expected to result in motions, resolutions, orders, or ordinances)*

- A. Termination of Revenue Agreement with Coastal Air Service  
(McCarthy/Cossey)
- B. Agreement between City of Newport and Seaport Airlines  
(McCarthy/Cossey)
- C. Recommendation from Destination Newport Committee with regards to a Tourism Marketing Grant Fund Application for the Friends of the Oregon Coast Aquatic Park's Half Marathon Walk/Run and 10 mile Fun Run.  
(Voetberg/Atkinson)

**IX. Council Liaison Reports and Comments**

**X. Public Comment**

(Additional time for public comment – 5 minutes per speaker)

**XI. Adjournment**

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**NEWPORT URBAN RENEWAL AGENCY  
Follows Regular Council Meeting  
URBAN RENEWAL AGENCY MEETING AGENDA**

**I. Call to Order and Roll Call**

**II. Public Comments**

*This is an opportunity for members of the audience to bring to the Agency's attention any item not otherwise 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.*

**III. Consent Calendar**

*The consent calendar is an area of the meeting agenda where items of a repeating or routine nature can be considered under a single action. Any person who desires to have an item on the consent agenda removed and considered separately could make it so by merely asking.*

- A. Approval of minutes from regular URA meeting of January 18, 2011  
(Hawker)

**IV. Discussion Items and Presentations**

*Items that do not require immediate Council action, such as presentations, discussion of potential future action items*

- A. Power Point Presentation on Urban Renewal 101  
(Tokos/Ritzman)

**V. Adjournment**

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# CITY OF NEWPORT FINANCIAL POLICIES

## 1. PURPOSE AND OBJECTIVES

### 1.1. Purpose

1.1.1.1. The City of Newport is responsible to its citizens for the care and management of public funds; concurrently, the City must provide adequate funding for the services it is obligated to provide its citizens.

1.1.1.2. Those responsibilities and obligations must adhere to numerous laws and regulations and, as a result, the City's financial operations are reviewed and audited by a variety of Federal and State governments, including the Securities and Exchange Commission the Governmental Accounting Standards Board, the Oregon Department of Revenue other State agencies and departments, and independent auditors.

1.1.1.3. The financial policies described here are designed to ensure the fiscal stability of the City of Newport; to provide guidance in financial management and practices to City staff; and to ensure that financial direction for budget preparation, periodic reporting and analysis, and financial forecasting conform to the standards of the City Council's policies.

### 1.2. Financial Policy Objectives

1.2.1. To protect the policy-making ability of the City Council by ensuring that policy decisions are not controlled by financial problems or emergencies.

- 1.2.2. To enhance the policy-making ability of the City Council by providing accurate information on fund, department, cost center, grant, and program costs.
- 1.2.3. To provide guidance to City staff which ensures that the decisions of the City Council are based upon sound, conservative, and responsible financial practices.
- 1.2.4. To establish operational principles which minimize the cost of government and financial risk, and that safeguard the City's assets.
- 1.2.5. To employ revenue policies which prevent reliance on uncertain or unstable revenues, which distribute the costs of municipal services fairly and objectively, and which provide adequate funds to operate desired programs.
- 1.2.6. To ensure competent, timely, and conservative management of the City by providing accurate and timely information about the City's financial condition.
- 1.2.7. To provide adequate resources to operate and maintain essential public facilities and the City's infrastructure.
- 1.2.8. To insure the legal use of City funds through a sound system of administrative policies and internal controls.
- 1.2.9. To protect and enhance the City's credit rating and prevent default on debt issues of the City.

1.3. **Achieving Financial Policy Objectives.**

- 1.3.1. To achieve and maintain the objectives, above, the Finance Director, under the direction of the City Manager, will conduct *quarterly* analyses of the City's projected financial condition (with "as of" dates of 30 September, 31 December, and 31 March). Also, the Finance Director will present an *end-of-the-year* forecast and analysis at the first meeting of the Budget Committee as it prepares to review the Proposed Budget for the following year.
- 1.3.2. Beginning in October of every year, the Finance Director will also present, through the City Manager's Council report, *monthly* financial analyses at the second monthly meeting of the Council.

2. **FUND BALANCE POLICIES**

2.1. **Introduction**

2.1.1. The budgetary fund balance describes the net assets of governmental funds; in everyday terms, it represents revenues in excess of expenditures. Fund balance is used to provide stable resources for times when services level might otherwise be impacted by taxes or fees that fall short of budget expectations, or to cover one-time, unexpected expenditures.

2.2. **Unappropriated Ending Fund Balances**

2.2.1. To maintain the City's credit rating, and to meet state law requirements for no deficit spending, the City shall have a positive Unappropriated Ending Fund Balance (UEFB) for each of the City's funds.

2.2.2. As of the effective date of this policy, the City Manager will ensure that the revenue and spending profile of the following funds will result in an UEFB of no less than one month's operating expenditures (8.33%) of the funds' estimated annual operating revenues:

- 2.2.2.1. General Fund
- 2.2.2.2. Streets Fund
- 2.2.2.3. Water Fund
- 2.2.2.4. Wastewater Fund
- 2.2.2.5. Parks and Recreation Fund
- 2.2.2.6. Airport Fund

2.2.3. In each year's Proposed Budget, the City Manager will recommend UEFBs for all of the City's remaining Government and Enterprise Funds.

2.2.4. In the General Fund, the City Council directs the City Manager to ensure that the fund's UEFB increases by no less than 2.5% per year until such time that the UEFB is greater than 15%. No later than January 2014, the Council will direct that a complete review of all of the City's funds be performed, that this review will be presented at the first meeting of the FY2015 Budget Committee, and that further goals will be established. The Council's objective is to see that by Fiscal Year 2016, the General Fund will have and carry forward an UEFB of 20% of the fund's estimated annual operating revenues.

2.2.5. If the annual budget is approved by the Budget Committee and adopted by the City Council with a projected fund balance below

either the minimum or the recommended UEFB, the projected ending fund balance for the then current fiscal year will be recalculated as soon as the audit work for the prior fiscal year is complete. If at that point, the audited ending fund balance results in a projected UEFB fund balance which is lower than this policy requires, staff shall develop a plan for City Council that addresses the shortfall.

2.2.6. In the event the projected UEFB is greater than either the minimum or recommended level, the difference may be used to fund the following activities:

2.2.6.1. One-time capital expenditures or reserves for future capital expenditures which do not significantly increase ongoing City costs

2.2.6.2. Undesignated reserves for future basic operations

2.2.6.3. Other one-time costs

2.2.6.4. Ongoing or new City programs, provided such action is considered in the context of Council-approved multi-year projections of revenue and expenditures.

### **3. CONTINGENCIES**

#### **3.1. Contingency Amount**

3.1.1. To meet emergency conditions, or for other required expenditures whose occurrence could not reasonably have been foreseen, the budget shall provide for an appropriated contingency.

3.1.2. The following governmental and enterprise funds shall maintain a contingency account; minimum amounts to be reviewed as part of the annual budgetary process, shall be:

3.1.2.1. General Fund – Two percent of annual operating revenues

3.1.2.2. Water Fund – Ten percent of annual operating revenues, or \$300,000, whichever is greater

3.1.2.3. Wastewater Fund – Ten percent of annual operating revenues, or \$300,000, whichever is greater

- 3.1.2.4. Streets – Ten percent of annual operating revenues, or \$250,000, whichever is greater
- 3.1.2.5. All other funds – Two percent of annual operating revenues, or as recommended in the Proposed Budget and/or adopted by the Council

#### 4. RESERVES

4.1. **Definition.** For these purposes, “Reserves” are defined as a line item entry which identifies funds to be “saved” for use in future fiscal years. Since the intent is not to spend the amount reserved in the year being budgeted, “Reserve” is not an appropriation, and therefore it is not included in the Resolution which makes appropriations. If the need arises during the fiscal year to spend this money, a supplemental budget must be adopted to appropriate the expenditure.

#### 4.2. **Amounts for “Reserves for Future Expenditures”**

4.2.1. Unlike Fund Balances and Contingencies, amounts set aside for reserve must be calculated annually, on a fund-by-fund basis. For example: the City believes it will be necessary to procure a new fire truck in five years, at a cost of \$500,000. A “Reserve for Fire Truck” account is set up (in a Fire Reserve fund or in the Fire fund) and \$100,000 is transferred to that account for five years. The same process could be used for most of the City’s funds, and the establishment of a reserve, for a specific purpose, an estimated amount, and a forecast number of years, is one way to provide for the future expenditure of an item that could not be paid for out of that year’s operating revenues.

## CITY OF NEWPORT

### Resolution No. 3502

A Resolution to Establish the Use of Funds Received From Georgia-Pacific Toledo, LLC. under the Agreement Dated April 5, 2010 Between The City of Newport and Georgia-Pacific Toledo, LLC.

#### Findings:

1. On March 15, 2010, the City Council adopted Resolution No. 3497 which approved an agreement allowing Georgia-Pacific Toledo, LLC (GP) to operate and maintain North and South pipelines within public right-of-ways (GP Agreement). This agreement culminated several years of discussions between the City and GP and endless hours of work performed the GP Task Force. The Agreement was signed by the parties and effective on April 5, 2010.
2. Provisions in the GP Agreement provided for an annual payment by GP for use of the public rights-of-way equaling \$55,000 for year 2008, \$56,650 for year 2009, \$58,350 for year 2010 and for subsequent years an increase of 3% annually. The Agreement is effective for a period of seven (7) years, beginning in the year 2010.
3. Recommendations of the GP Task Force included that testing of ocean waters, habitat, beaches, and animals near the GP outfall be performed, utilizing fees paid by GP under the GP Agreement.
4. The Council has determined that there is a city benefit to testing, monitoring and mitigating environmental impacts in, around and adjacent to the city and to utilize funds received from the GP Agreement for such purposes.
5. It is the Council's desire to consider recommendations of the GP Task Force by allocating GP Agreement funds received for years 2008, 2009 and 2010, totaling \$170,000, for the testing of ocean waters, habitat, beaches and animals near the GP outfall.
6. It is the Council's desire to publicly recognize and thank members of the GP Task Force for their dedicated and endless hours of volunteer work on this important issue to the citizens of Newport.

Based on these Findings,

#### THE CITY OF NEWPORT RESOLVES AS FOLLOWS:

Section 1. The Council directs that fees paid by GP under the GP Agreement as stated in Section 2 of the Findings for years 2008, 2009 and 2010, totaling

\$170,000, be utilized for the testing of ocean waters, habitat, beaches, and animals near the GP outfall.

Section 2. The Council directs that the City establish a Technical Advisory Task Force for the purpose of soliciting grant proposals which will be funded from fees paid by GP under Section 1. Award of the grant shall be recommended by the Technical Advisory Task Force and approved by the Council. The Council intends that the "Framework to Develop an Effluent Monitoring Plan" developed by the Georgia Pacific Task Force, dated May 24, 2009, be used as a resource in the review of grant proposals referred to herein.

Section 3. The Council will review and approve the expenditure of fees paid by GP under the GP Agreement for years 2011 and beyond.

Section 4. The Council intends that fees paid by GP be utilized for testing, monitoring, or mitigating environmental impacts in, around, and adjacent to the city, which may but are not required to include, but with priority given to, the testing of ocean waters, habitat, beaches and animals near or adjacent to the GP outfall.

Section 5. By this resolution, the Council publically recognizes and thanks members of the GP Task Force for their dedicated and endless hours of volunteer work on this important issue for the citizens of Newport.

Section 6. Effective Date. This Resolution is effective upon adoption.

Passed by the Newport City Council on April 19, 2010.

  
William D. Bain, Mayor

Attest:

  
Margaret M. Hawker, City Recorder

# Newport Recreation Center, Newport Municipal Pool and Recreation Program

## Fiscal information:

	Budget Operating Revenues	Budget Operating Expenses	Difference
SWIMMING POOL	80,000	315,730	(235,730)
REC CENTER	302,000	454,787	(152,787)
REC PROGRAMS	145,000	252,947	(107,947)
	<b>527,000</b>	<b>1,023,464</b>	<b>(496,464)</b>

	Fcst Operating Revenues	Fcst Expenses	
SWIMMING POOL	84,000	267,902	(183,902)
REC CENTER	278,166	352,800	(74,635)
REC PROGRAMS	157,240	113,969	43,271
	<b>519,406</b>	<b>734,671</b>	<b>(215,266)</b>

	BUDGET	FORECAST
TRANSFER ROOM TAX	131,017	117,915
TRANSFER GENERAL FUND	365,447	97,351
	<b>496,464</b>	<b>215,266</b>

**Statistical user information:**

- User counts of these three services are estimated at 300,000 annual users. This includes spectators, athletes, rentals, drop in and annual pass holders.
- The total number of annual pass holders at the Rec Center is 779
- The total number of annual pass holders at the Pool is 310
- The total number of youth participating in sports is 440
- The total number of adults participating in sports is 422
- The total number of persons participating in programs too numerous to count

**Current Staffing information:**

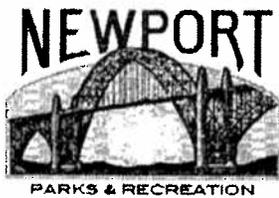
- Rec Center has 2 full time benefitted employees, 4 pro-rated benefitted employees (.7) and 8.2 total FTE part time non benefitted employees
- Programs has 1 full time benefitted employee and 5.5 total FTE part time non benefitted
- Municipal Pool has 2 full time benefitted employees and 8.8 FTE part time non benefitted employees

**Other facilities and observations: specifically the YMCA model**

- Utilize a heavy membership model with focus on annual passes
- Fees for membership/use are considerably higher than our rates
- Heavy emphasis on fund raising and community partners
- Appear to be the only recreation opportunity in the community

**Types of programs and activities currently offered:**

- After School and Summer youth programs
- Fitness
- Sports
- Meeting space
- Shower/restrooms
- Aquatic
- Swim Teams
- Community based/ nonprofit support
- Social benefits of



**Hours**  
**M - F: 5:00 am to 9:00 pm**  
**Sat: 7:00 am to 7:00 pm**  
**Sunday: 1:00 pm to 6:00 pm**

**DAILY FEES**

	<b>Residents</b>	<b>Non-Resident</b>
Youth: 3-17 yrs.	\$3.00	\$4.50
Adult: 18-61 yrs.	4.50	5.50
Senior: 62+ yrs	4.00	5.00

**10-PASS CARD**

Youth: 3-17 yrs.	\$22.50	\$28.25
Adult: 18-61 yrs.	36.00	44.55
Senior: 62+ yrs.	28.00	35.85

**1-MONTH INDIVIDUAL PASS**

Youth: 3-17 yrs.	\$ 33.00	\$ 44.00
Adult: 18-61 yrs.	82.50	99.00
Seniors: 62+ yrs.	44.00	66.00

**3-MONTH INDIVIDUAL PASS**

Youth: 3-17 yrs.	\$55.00	\$ 66.00
Adult: 18-61 yrs.	137.50	165.00
Seniors: 62+ yrs.	90.75	99.80

**ANNUAL INDIVIDUAL PASS**

Youth: 3-17 yrs.	\$171.90	\$189.00
Adult: 18-61 yrs.	374.00	467.00
Seniors: 62+ yrs.	275.00	308.00

**ANNUAL PASS DISCOUNT**

Any 2= 10%  
 Any 3= 15%  
 Any 4= 30%

**Any additional youth above**

**2 children = \$ 50 each**

**(must all be in the same family)**

**3 MONTH DISCOUNT**

Any 2= 5%  
 Any 3= 10%  
 Any 4= 15%  
 Any 5= 20%

Newport Recreation Center  
 225 SE Avery Street  
 Newport, Oregon 97365  
 (541) 265-7783

# NEWPORT PARKS AND RECREATION WINTER 2011

# ACTIVITY GUIDE

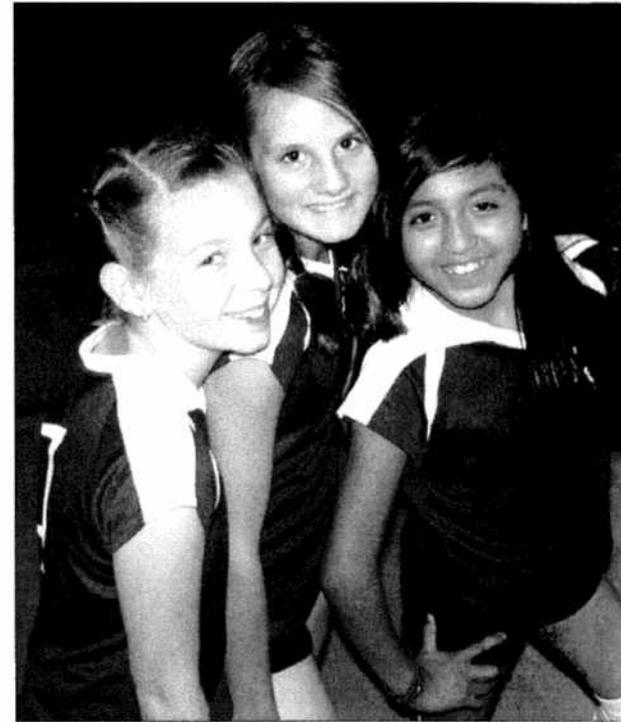


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[HTTP://WWW.NEWPORTOREGON.GOV/DEPT/PAR/](http://www.newportoregon.gov/dept/par/)

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## DEPARTMENT STAFF

Parks and Recreation Director .....	Jim Protiva
Recreation Superintendent .....	Judy Mayhew
Recreation Center Clerk .....	Lee Ann Prchal
Building Operations Coordinator .....	John Johnston
Sports Coordinator .....	Liam Hughes
Lead Fitness Attendant .....	Shannon Rackowski
Aquatic Supervisor .....	Kathy Cline
Aquatic Coordinator .....	Heather Hughes
Senior Activity Center Coordinator .....	Peggy O'Callaghan
Park Maintenance .....	Jim Guenther
Park Maintenance .....	Jerry Daly

## RECREATION & PARKS COMMITTEE

Roger Holstein • Sandra Surber  
 Susan Boehlert • Edward Simon  
 Karen Smith • Lon Brusselback - City Council Liaison

## GIVE BACK TO YOUR COMMUNITY

### TEACH A CLASS

Share your expertise in fitness, wellness, arts, crafts, or whatever your special talent may be. We welcome new instructor proposals. New classes are offered throughout the year. If you are interested, please call the Newport Recreation Center at 541 265-7783.

gain valuable work experience, learn new skills, and develop new friendships. Volunteers are welcomed as youth leaders, instructors, fitness attendants, parks and trail maintenance, gardeners, and facility assistants. Volunteer applications are available at the Newport Recreation Center.

financial assistance program. Donations made throughout the year go toward supporting this program, which assists the economically disadvantaged. Additional fundraising efforts go to buy equipment and supplies for youth programs to keep costs low. Donations may be made in general or for a specific program, project, or person. If you would like to make a donation, please contact the Parks and Recreation Department at 541 265-7783.

### BE A VOLUNTEER

Use your time and talent to make a difference in our community. As a volunteer you will

### MAKE A DONATION

Many youth, families, and seniors participated in recreational opportunities thanks to the fi-



## REGISTRATION INFORMATION

The following information pertains to Winter 2010 registration for Newport Parks and Recreation activities. Listings of the activity/class dates, times, fees, etc. are located in each section of the Activity Guide.

### General Registration:

Please pre-register for all activities and classes because a good offering might be cancelled due to low enrollment.

### Walk-in Registration:

Register at the Newport Recreation Center, 225 SE Avery Street.

### Mail-in Registration:

Please return a completed registration form with payment by check or money order to Newport Parks and Recreation Department, 169 SW Coast

Hwy., Newport, OR 97365. No credit card payments will be accepted on mail-in registration.

### Late Registration:

Participants joining a class at its mid-point or beyond will pay 50% of the original fee. There will be no prorated amount prior to the midpoint of a class. Late registration will only be permitted pending instructor approval and space availability.

### Payment Methods:

All programs and reservations require full payment of fees at the time of registration. The Newport Parks and Recreation Department accepts Visa & MasterCard, cash, check, or money orders payable to "The City of Newport."

### Refund Policy:

Full refunds will be given if this Department cancels classes. At the participant's request, pro-rated refunds will be given after a class begins, subject to a \$5.00 service charge to recover administrative expenses. Please allow 2-3 weeks for processing.

### Financial Assistance:

Financial assistance is available to City of Newport residents who qualify under the Financial Assistance Program.

### Photo Usage:

On occasion, staff might take photos of participants. These photos may be used in future guides, pamphlets, flyers, and for general publicity of programs and activities.

## OFFICE INFO

### Office:

Newport Recreation Center  
225 SE Avery St.  
Newport, OR 97365  
Phone: 541-265-7783

### Hours:

Monday – Friday  
5:00 a.m. – 9:00 p.m.  
Saturday  
7:00 a.m. – 7:00 p.m.  
Sunday  
1:00 p.m. – 6:00 p.m.

## HOLIDAY CLOSURES

**CLOSED:**  
December 24th & 25th

**EARLY CLOSURE:**  
December 31st at 5:00 P.M.

**CLOSED:**  
January 1st

## SPECIAL INTERESTS

### New this January! – Zumba

Zumba is a Latin inspired dance workout that combines the benefits of working out with the fun of dancing.

This class will be taught by Shannon Rackowski who has more than 25 years experience in the fitness industry. Days and times to be announced.

### Ballroom Dance

**Tuesdays** 5:30 – 6:30 p.m.

**Session 1:** Jan. 4 - 25

(Rumba, Salsa & Texas 2-step)

**Session 2:** Feb. 1 – 22

(Waltz, Fox Trot & Cha Cha Cha)

\$40.00/session or \$15.00 drop in

(no drop-ins on last day of session)

**Instructor:** Ella Kress

Instructor Ella Kress comes to us from Hot Springs, AR where Ella had been teaching and performing since 1976. She has studied ballroom teacher instruction at Arthur Murray studios, Fred Astaire studios, and from private tutors in

Kansas City, Austin, Denver, New York City, and Hot Springs, AR. She has also taught at the Community College, YWCA, Quapaw Community Center, Coronado Center in Hot Springs Village, and Hot Springs and Belvedere Country Clubs. Locally, she has taught Polka and judged three dance contests at the Lincoln City Oktoberfest and the Yachats Lions Club Oktoberfest.

\*These classes have a 10-student minimum, so please preregister.

### Women's Roller Derby

**Sundays** 1:00pm-3:00pm

Roller Derby is a fun group activity that can provide a great cardio workout.

(Personal protective equipment is recommended).

### Recreational Open Skate

**Saturdays** 12:30 – 2:00 p.m.\*

Daily Admission + \$1 Skate rental

Bring the whole family down

for skating in the small gym. Skate sizes are limited, so bring your own skates or roller blades (soft wheels and no brakes) if you have them.

\*Recreational Skate may be cancelled due to a private rental. Call 541 265-7783 to confirm open skate.

### Pickleball

**Mondays, Tuesdays,  
Thursdays & Fridays**

Noon - 2:30 p.m.

**Wednesdays**

8:00 – 10:30 a.m.

**Saturdays**

9:30 a.m. - 12:00 p.m.

Pickleball is a combination of tennis, badminton, ping pong (table tennis), and racquetball and is played in the small gym at the Recreation Center. It is fast-paced, easy to learn, and FUN for all ages! It is also a great way to exercise and meet new people.

### Geocaching

What is geocaching? It is an

electronic treasure hunt. All it requires is a GPS device and access to the internet. There are several caches hidden in and around Newport city parks and public areas. Learn more about this up-and-coming sport at geocaching.com and enjoy geocaching in Newport!

### Recreation Center Rummage Sales

**Local Crafters Welcome!**

The Newport Recreation Center hosts a rummage sale on the first Saturday of each month from 8:00 a.m. to 3:00 p.m. There will be no Rummage Sale in Jan. Starting in February, tables may be rented for \$10.00 each. All proceeds from table rental fees go toward supporting youth programs. Tables may be reserved at the control desk of the Recreation Center. Clean out your attic and basement and join us on the first Saturday of every month!

## UPCOMING SPECIALS!

### DECEMBER

Purchase one 10-Visit Pass and get a second one for ½ price! A great value on one of our popular passes.

**DECEMBER & JANUARY**  
TAKE AN ADDITIONAL 10% off any 1, 2, or 3-PERSON ANNUAL PASS PURCHASE! Come in by yourself or bring a friend or two and receive this additional discount.

### FEBRUARY

5% of our 3-MONTH PASS! A great price for a kick-start on your path to fitness!

### MARCH

\$1 OFF ANY DROP-IN FEE Never been to the Rec. Center and want to see what all the excitement is about?

Stop by any day in March and pay \$1 off our normal drop-in fee (non-residents included.)



## LIKE A GOOD NEIGHBOR STATE FARM IS THERE!

For your insurance and financial needs, see State Farm Agent:



**Jeff Schwartz, Agent**  
313 SW 2nd  
Newport, OR 97365  
(541) 265-2011  
Across From Post Office



LIKE A GOOD NEIGHBOR, STATE FARM IS THERE.®

Providing Insurance and Financial Services  
statefarm.com®

State Farm Insurance Companies  
Home Offices: Bloomington, Illinois

P026039

7-05

## LITTLE CREEK APARTMENTS

365 N.E. 36th Street • Newport, OR 97365

Great housing at affordable prices!

Call for info: 265-2663

Professionally managed by Norris & Stevens, Inc.



350 E. Olive Street • Newport, OR 97365  
(541) 265-3530 • (541) 265-4121 Fax • Toll-Free 1-877-891-2433



# FITNESS CLASSES

## Hoop Dance

**Fridays,**  
Jan. 21, Feb. 18, Mar. 18  
6:00 – 7:00 p.m., \$15.00  
**Saturdays, Jan. 22**  
12:30 – 2:30 p.m.,  
**Feb. 19 & Mar. 19**  
4:00 p.m. – 6:00 p.m., \$25.00  
**Instructor:** Paige Tashner

Instructor Paige Tashner will be coming from Portland to share this danceform with the Newport community. During these classes, students will learn to hoop on their torsos, arms, legs, and off body in elaborate arcs, spins, and jumps. Hoop dance can help students feel full of confidence, inner radiance, power, and poise. Participants will learn how to navigate, using feel instead of sight or thought, becoming responsive, breathing deeply, and creating fluid transitions. Special attention is given to micro-movements of the body, working with the downbeat, freeing the head, and unleashing each student's own style. Guidance and team-building activities that build a sense of community and create laughter will be given throughout the class.

Students should wear comfortable cotton yoga-type clothing and bring a water bottle. Hoops will be supplied. For more information about hoop dancing, go to [www.hulahoopla.com](http://www.hulahoopla.com).

Instructor Paige Tashner was drawn to the beauty of the movement and the pure, joyous energy exploding from the hoopers. Now she loves teaching people how to hoop, even just simple moves. She loves the look on students' faces when they "get it." She teaches in a way that is joyous for both students and herself.

**10/10**  
**10 Thousand Steps/10 Weeks**  
**Tuesday session:**  
**February 15 – April 19**  
10:30 – 11:00 a.m.  
**Thursday session:**  
**January 6 – March 10**  
10:30 – 11:00 a.m.  
\$15.00/one day or \$25.00/both days (no drop-ins)

**Instructor:** Shannon Rackowski  
That's all it takes to maintain fitness! Adults can sign up for the 10-week program and receive a free pedometer to track their progress. Fitness Trainer Shannon Rackowski will give an introduction to "Walking for Fitness" on the first day and assist throughout the program. Class is limited to 20 students.

## Stretch & Flex

**Monday session:**  
**Nov. 29 – Feb. 7**  
(no class Dec. 27)  
9:15 – 9:45 a.m.  
**Thursday session:**  
**Dec. 9 – Feb. 17**  
(no class Dec. 30)  
9:15 – 9:45 a.m.  
\$25.00/one day or \$40.00/both days, or \$4.00 drop in

**Instructor:** Shannon Rackowski  
If you are feeling stiff in your joints and less flexible in your range of motion, give Stretch & Flex a try. This class is geared toward seniors, but not exclusive!

## Cardio Blast

**Mondays 12:00 – 12:50 p.m.**  
Ongoing  
*Punch cards (may also be used for Power Sculpt):*  
10 classes/\$45,  
20 classes/\$80.00 or \$5.00 drop in  
**Instructor:** Julia Clemons  
This is a high-energy class designed to improve both anaerobic and aerobic

capacity for a total body workout. Cardio bursts of power are alternated with lower intensity cardiovascular and some muscle work to burn more calories, improve cardiovascular strength, and increase muscle conditioning. All moves are shown with high- and low-impact options so that the intensity of the class may be adjusted to the participant's fitness level. Instructor Julia Clemons comes with 15 years experience.

## Power Sculpt

**Tuesdays & Thursdays**  
12:00 – 12:50 p.m.  
**Saturdays** 8:00 – 8:50 a.m.  
*Punch cards (may also be used for Cardio Blast):* 10 classes/\$45.00,  
20 classes/\$80.00 or \$5.00 drop in

**Instructor:** Julia Clemons  
This is a muscle-conditioning class that will incorporate the use of weights, bands, fitness balls, and pilates-based exercises to tone and sculpt your entire body. This class is great for all levels. Moves will be incorporated to meet individual fitness needs. Instructor Julia Clemons comes with 15 years of experience.

## Pilates Mat Class

**Mondays & Wednesdays**  
5:30 – 6:30 p.m.  
**Fridays** 12:00 – 1:00 p.m.  
*Punch cards:* 10 classes/\$50.00,  
20 classes/\$100.00 or \$6.50 drop in  
**Instructor:** Rebecca Cheek  
Pilates is an exercise program that works the core muscles of the body (upper and lower back, abdominals and gluteus maximi) and can be modified for all bodies and abilities. This class will increase your

strength and flexibility, tone your major muscles, and even reduce or eliminate long-term aches such as lower back pain.

## Beginner Pilates Mat Class

**Tuesdays** 5:30 – 6:30 p.m.  
**Session:** Jan. 18 – Feb. 8  
\$20.00/session (no drop-in price)  
**Instructor:** Rebecca Cheek  
Experience an invigorating workout, strengthen and tone muscles and increase flexibility without joint stress! This class introduces the principles of the Pilates method for strengthening the "powerhouse" – the muscles in the center of the body that maintain posture and body alignment. Students will learn basic mat exercises with focus on individual form and control. This class is suitable for all fitness levels. There is an 8-student minimum, so please sign up early.

## Cardio Dance

**Mondays, Wednesdays, Fridays**  
8:30 – 10:00 a.m.  
*Punch cards:* 10 classes/\$45.00,  
20 classes/\$80.00,  
30 classes/\$105.00 or \$5.00 drop in  
**Instructor:** Mary Solomonson  
Cardio Dance is a fun, high-energy class geared toward the intermediate to advanced-level student. Get the benefits of a great cardio workout while dancing to motivating, upbeat music. If you love music and



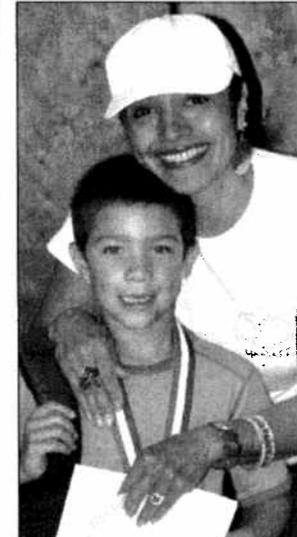
dance, this is the program for you! Muscle conditioning and floor work are included. Come and try out your first class for free.

## Brazilian Jiu-Jitsu

**Tuesdays, Wednesdays, & Thursdays**  
6:00 – 8:00 p.m.  
\$25.00/month or \$7.00 drop in  
Ages 13 – 70  
**Instructor:** Jonathan Spark  
Multiple martial art (MMA), grappling technique: submission holds, and more will be taught during this two hour class. Jonathan Sparks is a former student of the Graci Family and a black belt in Brazilian Jiu-Jitsu. For more information, go to [www.jitsu.biz](http://www.jitsu.biz) or call 541 351-8007.

## Tae Kwon Do

**Mondays & Wednesdays**  
**Youth:** 5:30 – 6:30 p.m.  
**Adults:** 6:30 – 8:00 p.m.  
Ages 7 and up \$30.00/month  
**Instructor:** Tim Anderson  
Tae Kwon Do emphasize self-control and self-discipline. It is an excellent way to garner confidence and a positive self-image. Students routinely excel in the classroom and extracurricular activities because they learn to focus their energy and center the minds. If you are interested in the martial arts, you are encouraged to attend a class and meet with instructor Tim Anderson prior to registering for the class.



## NEWPORT CHAMBER OF COMMERCE



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## YOUTH ACTIVITIES

### Toddler Gymnastics

#### Wednesdays

##### Session 1:

Jan. 5 - Feb. 2, \$25.00

##### Session 2:

Feb. 16 - Mar. 16, \$25.00

**Tumbling Toddlers:** Ages 18 months - 2 years, 1:00 - 1:45 p.m.

#### Bouncing Buddies:

Ages 3 - 4, 2:00 - 2:45 p.m.

**Instructor:** Julie Gamache

During these parent/child classes, participants will develop gross motor skills and practice following directions. Classes will focus on balance, coordination, flexibility and fun! Students should wear loose shorts and t-shirt or leotard, no socks, no jewelry, with long hair pulled back.

Julie Gamache is a mother of two sons. She moved to Newport from Corvallis four years ago. Julie was involved in gymnastics for 10 years as a child.

level and advance at their own pace. Children who have already had gymnastics will be able to advance from their current level.

#### -Twisters

#### Tweens & Teens Gymnastics

Ages 7-18 - Tuesdays & Thursdays, 4:00 - 5:15 p.m.

#### Sessions:

Jan. 4-27, Feb. 1-24, Mar. 1-24

\$45.00/session

Coach Cagle will work with all skill levels to improve form, balance, and flexibility. Basic and some advanced gymnastics will be taught. The vault, floor, wedge, springboard, beam, and small trampoline will all be used. These classes are for boys and girls.

Coach Cagle has 17 years of experience teaching gymnastics. She started taking gymnastics at the age of 12 and soon started coaching

younger kids. After her gym closed, she set up her own program through a private school and later was hired as a coach through Crook County Parks and Recreation where she coached for nine years until her family relocated to Newport this past spring.

### Teen Strength Training

**Session 1:** Jan. 11, 13, 18, 19, 20

**Session 2:** Feb. 15, 17, 22, 23, 24

**Session 3:** Mar. 8, 10, 15, 16, 17

**3:45 - 4:45 p.m.**

Ages 12 - 14 \$25.00/session

**Instructor:** Shannon Rackowski

Students will learn proper body form, breathing, safety, and gym etiquette. With completion and passing of this course, young teens will be given a certificate that entitles them to usage of the gym and cardio areas without parental supervision.

### Indoor Park

#### Tuesdays & Fridays

9:30 - 11:30 a.m.

Ages 4 and under

\$2.00 drop in per child

Join a parent/child play group atmosphere to provide a place for young children to play and be active inside. The play equipment is designed for walking through 4 years of age.

#### "School's Out"

#### After School Program

September 7 - June 10

3:00-5:30 p.m.

\$90/month or \$7/day

(does not include non-school days)

#### Non-School Days

7:45-5:30 p.m.

\$11.00/half day (up to 5 hours)

\$20.00/full day

This is a supervised program offered every school day and on non-school days

for children enrolled in 1s through 5th grades. On school days, the school bus will transport children to the Newport Recreation Center. Activities include art, crafts, games, storytelling, and gym activities such as scooters, boards, basketball, and soccer. For more information, please contact the Recreation Center control desk.

#### Friday Night

#### "Date Night Child Care"

Fridays 5:30-8:30 p.m.

Ages: 6 weeks - 12 years

\$1.50 per half hour per child

Children can play board games, do puzzles, work on their homework and enjoy a variety of recreational activities in the gym. We have something for all! Drop-in are welcome. Space is limited first come, first served.

### Twisters Gymnastics

**Coach:** Gaylene Cagle

#### -Twisters

#### Tots Gymnastics

Ages 5 & 6 - Thursdays,

3:15 - 4:00 p.m.

#### Sessions:

Jan. 6-27, Feb. 3-24, Mar. 3-24

\$30.00/session

Twister Tots is a great way for parents to introduce their children to the sport of gymnastics. Children will learn to listen and follow directions, along with gymnastics skills. The vault, floor beam, wedge, springboard, and mini trampoline will be used. All children will start at basic



Technique must be mastered because the body must not stand in the way of the soul's expression. - La Meri

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# SPORTS ACTIVITIES

**\*For up-to-date information about all of our current sports, please visit:**  
[www.newportoregon.gov/sports](http://www.newportoregon.gov/sports)

## Men's Basketball League January - April

The Newport Men's basketball league is a great way to enjoy the game of basketball in a more structured environment than pickup-ball. For more information about the league, please contact Liam Hughes (541) 574-5453 or [L.hughes@NewportOregon.gov](mailto:L.hughes@NewportOregon.gov)

## 7th and 8th Grade Boys Basketball Team

Fee: \$50

Players will get the chance to improve their skills in practice then put them to the test in league games against teams from around the county. Most games and practices will be on weekdays. However, the tournament and jamboree will both be on Saturdays. First practice will be Monday January 11th at 6:00 p.m. at the Newport Intermediate School Gym.

## Middle School Track and Field Team

Track and field is a sport for everyone. The variety of events means that just about everyone can find

something they enjoy. The team will participate in meets against teams from across the county, including the county championship meet at the end of the season. Registrations are due by March 19th.

## Youth Track and Field

Currently our Track and Field program starts at the 6th grade level. However if there is sufficient interest from the community we would gladly start a youth program beginning at a younger age. If you have interest in this program, especially if you would like to coach, please contact Liam Hughes at the Newport Recreation Center (541) 574-5453 [L.hughes@NewportOregon.gov](mailto:L.hughes@NewportOregon.gov).

## COACHES NEEDED!!!!

Coaching a team is a great way to help kids in our program, including your own. We are totally reliant on volunteers to keep these programs running. If you would like to coach any of the sports listed above, please contact Liam Hughes at the Newport Recreation Center at (541) 574-5453 or [L.hughes@NewportOregon.gov](mailto:L.hughes@NewportOregon.gov).

## Men's Noon Ball Mondays, Wednesdays, &

## Fridays

12:00 - 2:00 p.m.

These games usually feature a wide range of ages and skill levels. Everyone 16 and older is welcome.

## Drop-in Ultimate Frisbee

Fridays 7:00 - 9:00 p.m.

This fast growing new sports combines the non-stop movement and athletic endurance of soccer with the aerial passing skills of football.

## Newport Swim Team

The Newport Swim Team is an independent, progressive Swim Club and is accepting applications for swimmers

ages six years and older who are able to swim 25 yards crawl (freestyle) with side breathing, 25 yards backstroke, and are deep-water safe. Practice groups for a variety of skill levels are available and are scheduled from 3:15 - 5:30 p.m. weekdays. Beginning swimmers practice three times per week for one hour. Placement depends on age, skill level, and staff recommendation. Swimming is a lifetime activity that allows year-round physical training, builds confidence, self-discipline, self-esteem and strong bodies. Contact Stephanie Simpson at 541 270-3263 for further information.

## Open Gym

A schedule of gym availability is posted on calendars at the control desk of the Recreation Center. Much thought has been put into making the gym available to all ages for a variety of activities. If you feel you have a group of sport that is not represented see a staff member and let your wishes be known. You may call during building open hours to check on the schedules. Schedules are subject to change, but every effort will be made to adjust the schedules well in advance so that notice can be given to frequent users.



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# NEWPORT RECREATION CENTER

## Newport Recreation Center

225 SE Avery Street  
Newport, OR 97365  
541 265-7783

Welcome to the Newport Recreation Center. Through the efforts of many community members, our facility offers a variety of recreation, sports, health, fitness, educational, and community opportunities for people of all ages.

### Our 45,000 square foot facility features:

#### • Full Size Gym

- Drop-in basketball, volleyball, and more
- Rental times available

#### • Multi-purpose Gym

- Drop-in pickleball, soccer, hockey, tennis, & recreational skating
- Martial Arts, gymnastics, indoor park and more
- Rental times available

#### • Cardio/Strength Training Area

- Forty-nine strength training and cardio machines including elliptical machines, treadmills, recumbent bikes, upright bikes, stair climber, rowing machine, Smith machine, strength-training machines, cable-cross machines, vertical knee lift, inner outer thigh machine, and a large selection of free weights, dumbbells, bars, benches, and equipment.
- **Cardio Attendants** are at your service.
- **Certified Personal Trainer** available upon request.

Shannon Rackowski with over 25 years of training experience and education is available for private consultations.

#### • Circuit Training Room

- Eight-man universal machine, punching bag, and speed bags plus additional equipment
- Classes available

#### • Stretching/Exercise Area overlooking the gyms.

- Pilates balls, medicine balls, bosu balls, stretching bands, jump ropes, weight belts, aerobic steps, ab rollers and exercise mats

#### • Indoor Track

- Two lanes for walking or running
- Shock-absorbing surface

#### • Large Multi-Purpose room (divisible)

- Large outdoor patio with gardens and pathway
- Available for wedding receptions and special events
- Catering kitchen and culinary equipment available
- White boards, 24" TV/DVD VCR, and other equipment available
- Rental times available (full or 1/2 room)
- Capacity 132 people

#### • Aerobics/Dance room (divisible)

- Shock-absorbing wood floor
- Ballet bar and mirrored walls
- Access to outdoor patio and garden
- Rental times available

(full or 1/2 room)  
- Capacity 40

#### • Secondary Aerobics/ Dance room and Meeting Room

- Carpeted floor
- Mirrored wall
- Rental times available
- Capacity 35 people

#### • Classroom and Meeting Room (divisible)

- Perfect for trainings, meetings, parties, baby showers, etc.
- Rental available (full or 1/2 room)
- Capacity 36 people with tables

#### • Family changing room

- (designed for parents with young children)
- Single-use dressing room for special needs
- Individual shower

#### • Locker/Shower Rooms

- Daily lockers free (bring a padlock)

#### CHECK-IN:

When you arrive, please check in at the control desk in the main lobby. For your convenience and safety, there is always a staff person on duty during open hours.

#### RECREATION CENTER PASSES:

Recreation Center passes allow residents and non-residents unlimited use of the walking/jogging track, cardio and strength training areas, and all gymnasium drop-in activities. **The annual pass also includes use of the Newport Swimming Pool.**

#### DAILY FEES

	Residents	Non-Resident
Youth: 3-17 yrs.	\$3.00	\$4.50
Adult: 18-61 yrs.	4.50	5.50
Senior: 62+ yrs	4.00	5.00

#### 10-PASS CARD

Youth: 3-17 yrs.	\$22.50	\$28.25
Adult: 18-61 yrs.	36.00	44.55
Senior: 62+ yrs.	28.00	35.85

#### 1-MONTH INDIVIDUAL PASS

Youth: 3-17 yrs.	\$33.00	\$44.00
Adult: 18-61 yrs.	82.50	99.00
Seniors: 62+ yrs.	44.00	66.00

#### 3-MONTH INDIVIDUAL PASS

Youth: 3-17 yrs.	\$55.00	\$66.00
Adult: 18-61 yrs.	137.50	165.00
Seniors: 62+ yrs.	90.75	99.80

#### ANNUAL INDIVIDUAL PASS

Youth: 3-17 yrs.	\$171.90	\$189.00
Adult: 18-61 yrs.	374.00	467.00
Seniors: 62+ yrs.	275.00	308.00

#### ANNUAL PASS DISCOUNT

Any 2= 10%  
Any 3= 15%  
Any 4= 30%

**Any additional youth above 2 children = \$ 50 each (must all be in the same family)**

#### 3 MONTH DISCOUNT

Any 2= 5%  
Any 3= 10%  
Any 4= 15%  
Any 5= 20%

#### DEBIT PLAN:

When you sign up for an annual pass, you can pay monthly using our debit plan.

#### CORPORATE RATES:

Discounted rates are available on annual passes to the Recreation Center and Swimming Pool. Interested businesses and organizations may contact the Recreation Center at 541 265-7783.

#### RESERVATIONS:

Room reservations are taken on a first-come, first-serve basis. Reservations may be made up to a maximum of 12 months prior to the desired date. Applications may be made for no more than 3 consecutive months. Applicants must be 21 years of age or older. The date is reserved when application and payment are received. Center Superintendent has authority to assign rooms as needed. A Facility Use Reservation Contract is available at the control desk.

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#### RENTAL FEES:

1/2 Classroom or 1/2 Aerobics room	\$11.50/hour
Full Classroom, Meeting room, Aerobics room	\$17.50/hour
1/2 Multi-Purpose room	\$28.75/hour
Full Multi-Purpose room	\$57.50/hour
*Kitchen, additional	\$5.75/hour
1/2 Main Gym or Small Gym	\$28.75/hour
Full Gym	\$57.50/hour
Full Facility	\$345.00/hour
User preparation/set-up/clean-up	\$5.75/half hour

# NEWPORT SENIOR ACTIVITY CENTER

**20 SE 2nd Street**  
**Phone: 541 265-9617**

[www.newportoregon.gov/sc](http://www.newportoregon.gov/sc)  
**Monday - Friday**  
**9:00 a.m. - 4:30 p.m.**  
**Closed Saturdays and Sundays**

## Holiday closures:

**Monday January 17th**  
 Martin Luther King Jr. Day  
**Monday February 21st**  
 Presidents Day

Any person age 60 or older is welcome to participate in the various activities at the Senior Activity Center. There are a number of drop-in activities available, including a jigsaw puzzle always going, card games including bridge and pinochle, pool games, and the Wii /sports-fitness game. In our lounge, you will find two computers (both online), books and magazines, a big screen TV, and coffee and snacks.

## Senior Activity Center Gift Shop

The Newport Senior Activity Center Association provides volunteer hostesses and hosts for the gift shop. The gift shop features handmade treasures, jewelry with crystals and several types of beads, knitted and crocheted scarves and caps, greeting cards, lots of yarn, and many other rarities. Come shop! You are sure to find something special and unique at the gift shop.

The hours of the shop are Mondays and Tuesdays 9:00 a.m. - 1:00 p.m., Thursdays 9:00 a.m. - 3:00 p.m., and Wednesdays and Fridays 9:00 a.m. - 4:00 p.m.

## Room Rentals

The Senior Activity Center has a variety of facility rentals to meet your needs. Rental fees are available by request. Please call 541 265-9617 for rates.

## Equipment on Loan

Wheelchairs, walkers, crutches, shower chairs, and toilet lifts are available to seniors who need them. For more information, call a Host or Hostess at 541 265-9617.

## The Meals on Wheels Meal Site

This program is offered every Monday, Wednesday, and Friday at noon. Come and enjoy a fresh hot meal, visit with old friends, and make new ones. Donations are encouraged.

## Homebound Lunch Program

Hot lunches are served to the homebound. Please call 541 574-0669 for prices and meals to be delivered to your home.

## SUPPORT GROUPS

### The Friends of the Newport Senior Activity Center

This group's purpose is to provide support to the Newport Senior Activity Center in assisting with senior needs, foster and encourage residents and visitors to participate in a variety of activities, encourage awareness of good health practices through activities, enlist support of other groups interested in advancing the above purposes, and assist in further construction and maintenance of the Newport Senior Center. The Friends

meet the 3rd Thursday of each month.

### Newport Senior Citizens Activity Association

This group was formed in 1973 and runs the great gift shop with volunteers. They meet the 3rd Wednesday of each month at 10:30 a.m.

### Newport Senior Advisory Group

This group is appointed by the mayor and meets monthly. They have a variety of responsibilities. Some are to represent the public interest in making suggestions and recommendations for the development, use, and expansion of the Senior Activity Center and to suggest and recommend rules and regulations necessary and desirable to carry out the mission of the Center.

## CLASSES, ACTIVITIES & EVENTS

### OPEN HOUSE

**January 18, 2011**

Come help us celebrate the unveiling of the Newport Senior Center's newly remodeled space. Light refreshments will be served. Time of the event to be announced at a later date.

### Saint Patrick's Day Party

**Thursday, March 17, 11:30 a.m.**  
 A Wii Bowling Tournament and Pot luck. A Wii bit of blarney goes along ways. The bowlers and cheer squad sport team colors. Names such as the Top Tarts, Bookish Babes, Fast Lane Feds, and the Tax Terminators abound. Three bowling screens move this

event along, and fun is had by all. Teams of four can sign up. Call the center to find out more. Don't delay. Get your game on this Saint Patrick's Day.

### Professional Panel

**Tuesday, February 8, 2011**

Join us in February as we discuss a variety of topics. Are your financial affairs in order? Aging parents and some of the difficult questions facing both parents and their adult children. Topics will include driving safety, assisted living, in home care, getting affairs in order, and how to start "the conversation" with aging parents as well many other items that will be discussed in this open forum. For more information or to sign up, call 541 265-9617.

### Free Fitness tests

This test will help you set your fitness goals for a healthier lifestyle. Participants will be tested for upper and lower body strength, flexibility, agility, and balance. BMI will also be measured. Contact the center for more information on times in January at 541 265 9617.

### FREE TAX HELP AVAILABLE FROM AARP

The AARP Tax-Aide Program provides free electronic filing of federal and state income tax returns for middle and low-income taxpayers at the Newport Senior Activities Center, 20 SE 2nd Street, from 9:00 am to 2:00 pm every Wednesday and Friday from February 4 - April 15, 2011.

### AARP

Meetings are held on the 3rd Tuesday of each month, 11:30 a.m. - 1:00 p.m.

A noontime potluck with informative guest speaker follows the business meeting. Seniors are welcome to attend.

### Amateur Radio Testing

Meets every 2nd Saturday of the month, 9:00 - 10:00 a.m.

### Arthritis Exercise Program

Wednesdays and Fridays: 9:30 - 10:30 a.m.

Certified exercise leader will deliver exercises and health information tailored for people with arthritis and related diseases. Learn how fitness can be FUN! Build strength and flexibility body and mind.

### Bingo - Mondays

Wednesdays, and Fridays: 11:00 to 11:45 a.m. Donation to play.

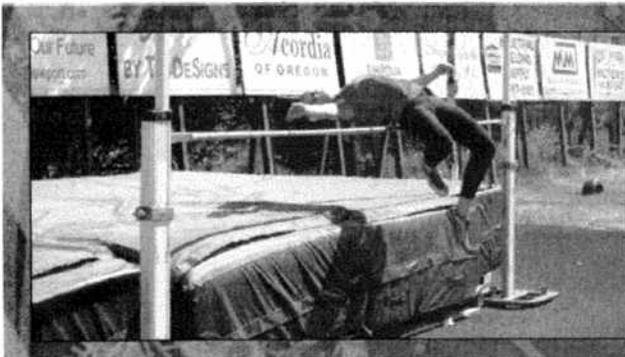
**Book Club - 3rd Wednesday** of each month, 1:00 - 2:30 p.m.

**Brain Teasers - Thursdays** 10:30 - 11:00 a.m.

Enhance your brain power with these fun, casual informative sessions. We will introduce creative ways to flex the brain muscle to keep it sharp and fit.

### Bridge Clubs

Duplicate: Wednesday at 6:30 p.m., Thursdays and Fridays at 1:00 p.m. Donation for supplies.



# NEWPORT SENIOR ACTIVITY CENTER

**Bunco** - 3rd Thursday of each month, 1:00 - 3:00 p.m. Donation to play.

**Card Making Class** - Tuesdays, 10:30 a.m.

**Chair Yoga** - Mondays, 9:30 - 10:00 a.m.  
No experience required to join. These classes will help increase flexibility and improve range of motion. Learn the value of simple meditation.

**Colored Pencil Classes (Free)** - Tuesdays, 12:30 - 1:30 p.m.  
Draw into that inner beauty and hidden talent.

**FootCare Clinic** - 1st Tuesday of each month, 9:00 a.m. - 4:00 p.m. Jan Weathers, RN will indulge you. Appointments are required. The cost is \$22.00 per treatment.

**German Conversation Club** - 1st Thursday of each month at 10:30 a.m.

**Hand and Foot Card Game** - Mondays, 1:00 p.m. This game is a revised form of Canasta. If you do not know how to play, the friendly players at the Center will teach you.

**Karaoke** - Bring your singing talent and don't forget your dancing shoes. Join us in the fun, frolic, and folly. Call for more information at 265-9617

**Knitting Classes** - Tuesdays, 3:45 - 5:45 p.m. Crafty fun for all ages, male and female. Knitting is a great tool to keep your fingers limber and your mind sharp.

**Knotty Ladies Quilters** - Wednesdays 11:30 am - 3:00 pm

**Le Club Francais** - 1st, 2nd, and 4th Wednesday of each month.

**Lunch n Learn** - Tuesdays Noon  
Bring you sack lunch and listen and learn to speakers on a variety of interesting topics. Check with the center for upcoming speakers.

**Mahjong** - Mondays, 10:00 - Noon. Master the art of this mysterious Chinese tile game. Instructions are available.

**Overeaters Anonymous** - Tuesdays, 6:00 - 7:00 p.m. & Saturdays, 10:00-11:00 a.m.

**Pinochle** - Wednesdays and Fridays, 1:00 p.m. Arrangements can be made for instruction.

**Scrabble** - Tuesdays, 10:30 a.m. - Noon. Lots of fun and mental exercise.

**Senior Aerobics** - Tuesdays and Thursdays, 9:30 - 10:30 a.m. Drop in fee is \$4.00. This is a low-impact aerobics class designed especially for seniors and those who wish for a moderate-paced class. This fun fitness program will help maintain and improve cardiovascular conditioning, circulation, flexibility, and muscle tone. Music and low-impact moves are especially geared to your desires and needs. Classes will be held at the Newport Recreation Center and led by Peggy O'Callaghan.

## Trips Outings and Excursions

*Our fun day and overnight trip list for the entire year will be published soon. Please stop by the center and pick up your copy. Check out our website for examples of past trips at [www.newportoregon.gov/sc](http://www.newportoregon.gov/sc)*

### International Trips:

Italian vistas, exploring Britain & Ireland, exploring Greece and its islands, and magnificent cities of Central & Eastern Europe

### National Trips:

Islands of New England, heritage of America, America's music cities and Colors of New England. Mount Rushmore and the Black Hills of South Dakota, Las Vegas and the Grand Canyon.

If we do not have the trip listed that you or your group wants, please come see us and we will talk about the possibilities. To find out about more trips planned for 2010, call the office at 541 265-9617 or visit our website at [www.newportseniorcenter.com](http://www.newportseniorcenter.com).

### Volunteer Opportunities

If you have a talent you would like to share, please call the Senior Center at 541 265-9617. We are looking for volunteers to teach classes on a variety of venues from beginning Spanish to beading. We are always looking for volunteers for our party's special events and general office help. Come help this center be what you want!

**Square Dancing** - Mondays 7-9 p.m. Pick your partner and do-si-do.

**Tai Chi** - Mondays & Wednesdays, 3:45 - 4:45 p.m. An 8-form version of Tai Chi that Oregon Research Institute studies have found can substantially decrease the risk of falling in older adults. This is a self led class. Class size is limited, so call 541 265-9617 to sign up.

**TOPS (Taking Off Pounds Sensibly)** - Wednesdays, 4:30

& Thursdays, 8:30 a.m. There is an annual membership fee.

**Watercolor Classes (Free)** - Tuesdays, 1:30 - 3:00 p.m. Class size is limited to 5. The instructor is Shirley Steinhauer.

**Wii Sports** - Tuesdays, 9:30 - 10:30 a.m. Dene Bateman, aka Batman, is our on-site Wii master. He is available to get you started and show you the how to's of

the remarkable new fitness fun. The games include basketball, golf, tennis, pool, and the most popular bowling.

### Wii Fitness

Thursdays, 9:00-10:00 a.m. Let us take you safe through balance training and fitness. We will have fun with Hula Hoop, Tight Rope Walking, & Bubble Down the Stream. Expand your lung capacity with laughter and improve your balance and posture at the same time.



# NEWPORT POOL WINTER SCHEDULE

	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY	
6 TO 7AM	LAP		LAP		LAP		LAP		LAP	
7 TO 8AM	LAP	INDEPENDENT EXERCISE	LAP	INDEPENDENT EXERCISE	LAP	INDEPENDENT EXERCISE	LAP	INDEPENDENT EXERCISE	LAP	INDEPENDENT EXERCISE
8 TO 9AM	WATER EXERCISE		WATER EXERCISE		WATER EXERCISE		WATER EXERCISE		WATER EXERCISE	
9 TO 10AM	RENTAL / CLOSED		RENTAL / CLOSED		RENTAL / CLOSED		RENTAL / CLOSED		RENTAL / CLOSED	
10 TO 11AM	WATER WALKING		THERAPY/WATER WALKING		WATER WALKING		WATER WALKING	MOMMY & ME	WATER WALKING	
11 TO 12PM	LAP		LAP		LAP		LAP		LAP	
12 TO 2PM	LAP	INDEPENDENT EXERCISE	LAP	INDEPENDENT EXERCISE	LAP	INDEPENDENT EXERCISE	LAP	INDEPENDENT EXERCISE	LAP	INDEPENDENT EXERCISE
2 TO 3PM	RENTAL / CLOSED		RENTAL / CLOSED		RENTAL / CLOSED		RENTAL / CLOSED		RENTAL / CLOSED	
3 TO 6PM	SWIM TEAM		SWIM TEAM		SWIM TEAM		SWIM TEAM		SWIM TEAM	
6 TO 6:30PM	LAP	HS SWIM TEAM	LAP	HS SWIM TEAM	LAP	HS SWIM TEAM	LAP	HS SWIM TEAM	LAP	HS SWIM TEAM
6:30 TO 7:00PM	LAP		LAP		LAP		LAP		LAP	
7 TO 8PM	RENTAL / CLOSED		LAP	WATER BOOT CAMP	UNDERWATER HOCKEY		LAP	WATER BOOT CAMP	RENTAL / CLOSED	
<b>WEEKEND</b>	8:00 TO 11:00 AM			11:00 AM TO 12:30 PM			12:30 TO 2:00	2:00 TO 4:30	4:30 TO 6	6:00 TO 7:30 PM
<b>SATURDAY</b>	LAP	INDEPENDENT EXERCISE	LAP	MOMMY & ME	PRIVATE LESSONS	OPEN RECREATIONAL SWIM	RENTAL / CLOSED	LAP	OPEN RECREATIONAL SWIM	
<b>SUNDAY</b>	<b>CLOSED</b>									

### PASSES:

	1 MONTH	3 MONTH	ANNUAL
Youth Resident	\$30.00	\$50.00	\$134.00
Youth Non-Resident	\$40.00	\$60.00	\$150.00
Adult Resident	\$60.00	\$80.00	\$150.00
Adult Non-Resident	\$76.50	\$100.00	\$180.00
Senior Resident	\$40.00	\$60.00	\$140.00
Senior Non-Resident	\$50.00	\$74.00	\$160.00
Family Resident	\$126.00	\$182.00	\$398.00
Family Non-Resident	\$163.00	\$224.00	\$462.00

### DROP IN ADMISSION:

	Resident	10-Pass	Non-Resident	10-Pass
YOUTH (0-17)	\$2.50	\$20.00	\$3.00	\$25.00
ADULT (18 to 61)	\$4.00	\$33.00	\$5.00	\$40.00
SENIOR (62 & up)	\$2.75	\$25.00	\$4.00	\$32.00

UNDERWATER HOCKEY \$5.00

### RENT THE NEWPORT POOL!

Have a private swim party, family reunion, birthday celebration or bring your scuba gear and kayaks.

MONDAY - FRIDAY MORNINGS 9 TO 10 AM  
 FRIDAY AFTERNOON 2:00 TO 3:00PM  
 MONDAY, WEDNESDAY, FRIDAY NIGHTS 7 TO 8PM  
 SATURDAYS 2:00 TO 4:30 PM

\*\*Please allow at least one week advance notice when reserving the pool. Lifeguards included and all pool rules and regulations apply.

### RATES: (Per Hour)

	Resident	Non-Resident
1-20 people	\$68.75	\$86.25
21-40	\$82.50	\$103.75
41-60	\$96.25	\$120.00
61-80	\$110.00	\$137.50
81-100	\$123.75	\$150.00

### Private Swimming Lessons

*for all ages and abilities*  
**Saturdays @ 11 am, 11:30, or 12 pm**  
**\$15 for 30 minute session**  
*Available evenings and Saturdays*

### POOL CLOSURES:

Tuesday, December 7th @ 2pm  
 Friday, December 17th @ 12pm  
 Friday, December 24th @ 2pm  
 Saturday, December 25th  
 Friday, December 31st @ 2pm  
 Saturday, January 1st  
 Monday, January 17th  
 Monday, February 21st

### Aloha Swim

**SATURDAY, January 29TH**  
**6:00PM - 7:30PM**  
 \$4.00 per person  
 Fun, games, prizes, snacks

**NEWPORT POOL PHONE: 541-265-7770**  
**www.newportoregon.gov**



Don  
842-9622  
9:30 AM

- 26th Annual Auction
- 8th Annual Foundation Golf Tournament
- 28th Annual Milk Run
- 7th Annual Resident Camp
- Summer Day Camp, Swimming and Sports

**INSIDE THIS ISSUE**

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- ⇒ Child Care pgs 7
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- ⇒ Sports pgs 10
- ⇒ Pool Schedule pg 11

# Program Guide Summer 2010

**Tillamook County Family YMCA**  
**610 Stillwell Avenue**  
**Tillamook, OR 97141**  
**(503)842-9622**  
**[www.tillamookymca.org](http://www.tillamookymca.org)**

# YM MEMBERSHIP <sup>TM</sup>

We build strong kids, strong families, strong communities.

Membership Type	Joining Fee	Annual Fee	Monthly Draft
Youth (3-13 yrs)	0	\$252.00	\$21.00
Student (14-22 yrs)	0	\$372.00	\$31.00
Adult (23-64 yrs)	\$65.00	\$504.00	\$42.00
Adult Couple	\$100.00	\$672.00	\$56.00
One Parent Family	\$65.00	\$624.00	\$52.00
Two Parent Family	\$100.00	\$744.00	\$62.00
Senior Adult (65 & up)	\$65.00	\$456.00	\$38.00
Senior Couple	\$100.00	\$612.00	\$51.00

**Note: Membership Fee and/or Payments are not refundable.** \* Join Fees are non-refundable and are one time only if membership is continuous. Join Fees may be divided into half if necessary. Dues are pro-rated for the remainder of the first month.

### PAYMENT OPTIONS

1. You may wish to pay for your YMCA Membership annually; or
2. Arrangements can be made to have your monthly payments automatically deducted on the 1st or the 15th of each month from your checking or savings account

Payment of the Joining Fee and either the first month or annual membership dues are required with the submittal of your YMCA Membership Application Form.

Draft accounts are continuous until written request to terminate the automatic draft payment is submitted to the YMCA. The request must be made **at least 20 days prior** to the date of the next automatic draft payment.

### MEMBERSHIP CANCELLATIONS

Cancellation of your YMCA Membership is made at the YMCA Front Desk by submitting a signed request. You must turn in all membership cards at the time of your resignation.

Guest Fees	Daily
Youth (3-13 yrs)	\$4.00
Student (14-22 yrs)	\$6.00
Senior (65 & up)	\$6.00
Adult (23-64 yrs)	\$8.00
Family	\$12.00

### YMCA SUMMER HOURS

Monday thru Friday: 5:30 am - 9:00 pm  
 Saturday: 7:00 am - 5:00 pm  
 Sunday: 1:00 pm - 5:00 pm

### STAFF

Executive Director: Don Schmidt  
 Aquatics Director: Yvonne Tuma  
 Child Care Director: Carol White  
 Maintenance: Royce Perigo  
 Membership: Ann-Marie Balmer  
 Sports/Fitness Director: Jeannie Christensen

### YMCA BOARD OF DIRECTORS

Jim McGinnis- Board Chair  
 Vic Affolter Ben Nunez  
 Herb Dorn Fred Jensen  
 Steve Simpson Walt Riggerink  
 Joel George Barry Boring  
 David Joyce Karol Wagner  
 Merrilee Howard Greg English  
 George Dewhurst Swaran Dhaliwal  
 Bill Gerken Cade Waud  
 Don Schmidt- Executive Director

### YMCA BOARD OF TRUSTEES

Bud Gienger Frank Bohannon  
 Bob Riggert Bob Weeks  
 Tom Waud George Widmer  
 John Gardner George Wilson  
 Ed Myers David Hantke  
 Lois Albright  
 Jim McGinnis, Board of Director Liaison  
 Herb Dorn, Board of Director Liaison, Treasurer  
 Don Schmidt, Executive Director

**YMCA Mission: To put Christian principles into practice through programs that build healthy spirit, mind, and body for all.**

Your YMCA is a non-profit organization. We are dedicated to providing programs and services to everyone regardless of race, color, religion, national origin, or economic ability.

Being a YMCA member is much more than using the "Y" facilities or participating in the programs. It's an attitude, an atmosphere produced by all the members and staff. It's a fellowship of people who have accepted the mission of the YMCA and are united by a common cause of enhancing people's quality of life in Tillamook County.

As a Y-Member, you will have year round use of your YMCA facility, which includes:

- \* 25-yard, 6 lane swimming pool, salt water chlorine generating system
- \* 25- yard, 5 lane zero depth swimming pool, salt water chlorine generating system
- \* Fully equipped 5,000 sq ft fitness center with weights, treadmills, ellipticals, exercise bikes, Life Fitness machines, rowers, and stair climbers for ages 14 years and older
- \* Two family Changing Rooms (includes shower and bathroom facilities)
- \* Elevator to all 3 levels of facility
- \* Fitness center orientations and exercise programs designed especially for you
- \* Dry sauna
- \* Handball/Racquetball courts
- \* Daily usage of locker room facilities
- \* Gymnasium with six baskets
- \* Indoor walking/running track (elevated 1/17 mile track)
- \* Fitness classes in either pool or gym
- \* Open swims, family swims, and lap swims
- \* Youth programs which include: swimming lessons, gymnastics, baseball, basketball, soccer, flag football, and volleyball to mention a few
- \* AWAY Program (Always Welcome at a YMCA)
- \* Child Care, Preschool, Before School, Kindergarten, After School, and Special All Day Programs
- \* Child Watch: Babysitting service while you work out at the YMCA

### Gift Certificates

Give the gift of health. Good throughout the year. Great for Christmas, Birthdays, Anniversaries, or just because. Purchase day passes up to annual memberships. Ask at the Front Desk for more information.

### YMCA HOLIDAY CLOSURES

The Tillamook County Family YMCA will be closed on the following 2010 holidays:

**Sunday, April 4th - Easter Day**

**Monday, May 31st - Memorial Day**

**Sunday, July 4th - Independence Day**

**Friday, August 13th - Fair - Close at Noon**

**Monday, September 6th - Labor Day**

**Thursday, November 25th - Thanksgiving Day**

**Friday, December 24th - Christmas Eve close at Noon**

**Saturday, December 25th - Christmas Day**

**Friday, December 31st - New Year's Eve close at 5pm**

# **Executive Notes:**

## **Welcome and Enjoy our YMCA!**

Our YMCA recently completed a 4.2 million dollar expansion project. The expansion includes:

- ~a new 5 lane warm water, zero depth ramp-entry, salt water filtration system pool;
- ~a 5,000 square foot fitness center that includes; cardio equipment, a circuit weight area and free weight workout space;
- ~two family changing rooms that include a shower and toilet facilities;
- ~an elevator that accesses all three floors;
- ~a new salt water filtration system;
- ~and ventilation upgrades, including in the existing pool area.

The project that began last April was completed this February 8th. Troyer Construction located in Bay City built the elevator and LMC Construction located in Beaverton, OR constructed the rest of the project with the use of as many local contractors as possible.

The new warm water pool has been a pleasant surprise for youth and families. The warm water temperature of 88 degrees and the ease of entrance have opened a whole new aquatic experience for youth and families. The zero depth ramp entrance has also made it much easier for those with disabilities to enter and enjoy the pool. The youth swim lessons, hospital water therapy and water exercise classes benefit from the easy entrance and the warmer water too.

Our new 5,000 square foot fitness center offers a spacious, clean room that provides a wonderful workout experience. The fitness center offers 19-foot high wood ceilings, large windows that provide excellent views to the West and to the South, ventilation that exchanges the air 5 to 7 times per hour and up to date exercise equipment. The room also provides four 52 inch flat screen TVs.

The changing rooms are very family friendly as well as adding restrooms near the new pool and the fitness center for the members. The elevator now provides a nice entrance to our elevated track.

Plans are currently underway to carpet and paint the upstairs. We will be able to provide a game room, some after school care for the older elementary students and a space for pilates, martial arts and dance classes. A multipurpose room for kids and adults is in the works.

Thanks for all the support you have given our YMCA. You have helped create one of the best YMCAs per capita in the nation. I see the benefits you helped produce every day. I encourage you to bring yourself, a family member or a friend and experience the benefits. The YMCA is where we build strong kids, strong families, strong communities...

See you at the Y

Don Schmidt  
Executive Director



### **8th Annual YMCA Foundation Golf Tournament**

The 8th Annual YMCA Foundation Benefit Golf Tournament is scheduled to take place on Saturday, August 7th. The tournament benefits the endowment fund helping to procure the future of our YMCA. It will be held at the Bay Breeze Golf Course in Tillamook. The event offers 18 Holes of golf, prizes for the participants and a barbecue lunch. This tournament follows a scramble format and the USGA rules.

All contributions are tax deductible. Make checks payable to Tillamook County Family YMCA Foundation. Tillamook County Family YMCA  
610 Stillwell Avenue, Tillamook, OR 97141  
Contact Don Schmidt 503-842-(YMCA)9622 for more information.

What: 8th Annual Foundation Benefit Golf Tournament

When: Saturday, August 7th

Time: 8:00am start

Who: 4 Person scramble

Where: Bay Breeze Golf Course

Cost: \$50 per player, \$200 per team



Financial Assistance: The Tillamook County Family YMCA makes every effort to ensure that no person, especially youth, will be denied access to programs and membership because of financial hardship. The YMCA's Financial Assistance Program is supported by contributions to the annual Support Our Youth campaign and our Annual Dinner Auction.

# Member News:

## **26th ANNUAL DINNER & AUCTION Saturday, October 9th, 2010**

The 26th Annual YMCA Dinner & Auction will be held Saturday, October 9th, 2010 at the Tillamook County Fairgrounds.

Plan to attend this semi-formal/business casual event, as we encourage everyone to attend. The night will include a silent auction, a sit-down dinner, and an oral auction. We will have another evening of fun through this fundraising event.

Contact Don Schmidt at the YMCA (842-9622) for more information.

### Membership Cards

As most of you have noticed, our front desk staff has been trying to make sure that everyone brings their membership card with them with each visit to our facility. We have had a good reaction to our requests. Although there are some people who still do not bring their cards.

This is a minor inconvenience, that will help us greatly. We ask that you bring a card for our access record keeping, as well as for verification of ID and time saving. This helps us know how many people are using our facility and has been a major benefit during our fundraising efforts to expand our current facilities. It also eliminates the misuse of memberships.

We want your visits to be enjoyable, not aggravating. If you cannot find your card or have lost it, please let the front desk staff know and they will get you a new one. There is a \$1 charge for lost cards. We have two types, key tags for your key chain or regular cards, like before, for your purse or wallet.

Thank you for your understanding and patience.

## **Thank You for Supporting Our Youth and your YMCA**

Your YMCA raised over \$53,000 for this year's Support Our Youth Campaign because of the generosity of more than 160 community contributors. This support enables your YMCA to provide financial assistance for more than 500 boys and girls who otherwise may not be able to participate in our YMCA programs. Your YMCA Board of Directors and Executive Director would like to thank everyone for their support in making this year's 62<sup>nd</sup> Annual Support Our Youth Campaign the success it was.

**Thanks to over 160 individuals and businesses who contributed making it such a success.**

The Tillamook County Family YMCA would like to say Thank You to the 30 Campaigners who helped raise over \$53,000 for our 2010 Support Our Youth Campaign. If you have not been contacted and wish to contribute to this year's campaign please send your tax deductible contribution to:

**Tillamook County Family YMCA  
610 Stillwell Ave, Tillamook, OR 97141**

### **2010 Support Our Youth Campaigners**

Vic Affolter  
Lois Albright  
Barry Boring  
Jeannie Christensen  
George Dewhurst  
Swaran Dhaliwal  
Herb Dorn  
Greg English  
Cathie Fetzer  
Ann-Marie Freeman-Balmer

Joel George  
Bud Gienger  
Merrilee Howard  
Fred Jensen  
Jim McGinnis  
Alicia Meyers  
Ben Nunez  
Mitch Parker  
Marilyn Parrish  
Jessica Pastega

Marilyn Rigterink  
Walt Rigterink  
Don Schmidt  
Sheryl Seaholm  
Jayne Sheppard  
Steve Simpson  
Yvonne Tuma  
Karol Wagner  
Cade Waud  
Carol White

# YHEALTH & FITNESS™

We build strong kids, strong families, strong communities.

## \* Pricing for all classes \*

	2-day class/wk	3-day class/wk
<b>Y Member</b>	\$0	\$0
<b>Non-Member</b>	\$64	\$96

## AEROBICS CLASSES

**Pilates:** M/W 8:00 - 9:00 am  
Stretch and strengthen your way to better health.

**Step & Sculpt:** M/W/F 8:30 - 9:30 am  
Step aerobics, this fun paced class focuses on total body fitness utilizing free weights for toning muscles, floor and step aerobics for burning fat and stress, and mat workout for flexibility. Also shown are modified moves to accommodate the hard core athlete, as well as the beginner. Participants can work out at their own level every step of the way.

**Gentle Stretch and Conditioning:** M/W 10:30 - 11:30 am  
A good place to gently stretch and condition your body at your own pace.

**Yoga/Pilates/Balance Ball:** M/W 6:00 - 7:00 pm  
Three different workouts to strengthen your core muscles, while keeping them flexible at the same time. Strong core muscles provide the stabilizing force for your entire body. For all levels of fitness. Must have 5 students for class to be held.

**Zumba:** M/W 6:00 - 7:00 pm  
T/TH 9:00 - 10:00 am  
T/TH 4:00-5:00pm South Co.

Love to Dance? Want to exercise? Come learn basic dance moves and burn fat. Need to sit down? Grab a chair and follow along. Cool down with stretches.

**WOW Women on Weights:** W 5:30 - 6:30 am  
Ladies, do you want to lose fat or resculpt your body? One of the most important things to do is lift weights. Muscle burns calories more efficiently than fat. **Max 15 participants**

**Boot Camp Basics:** T/TH 5:45 - 6:45 am  
Ready for a challenge? Achieve your fitness goals as a group with this fast paced military inspired circuit workout. Transform your body and burn mega calories with interval and strength training while building cardiovascular and muscular endurance. At the finish, stretching will complete the mind/body experience to keep you energized all day!

**Yoga Ball:** T/TH 9:00 - 10:00 am  
Combination of Yoga and exercise ball. Gentle exercise, good workout.

**Hip-Hop Aerobics:** T/TH 6:00 - 7:00 pm  
Dance floor aerobics begins with easy to learn choreography and builds on it to accommodate all levels.

## Hi-Low Floor:

M/W 8:30 - 9:30 am

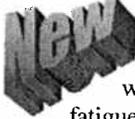
Begins with stretching and warm up, then cardio training for 20 minutes. Accommodates various levels. Floor work includes glutes, ab and thighs. Light weight training. Class ends with cool down and stretching. **Held in Pacific City**

## Outdoor Trail Adventures:

Let us take you to new heights this spring in the great outdoors! Your physical endurance will be tested during this series of six demanding, but beautifully scenic hikes. Discover a few local trails and learn more about the gear, techniques and skills you need to hike efficiently. \*Additional Fee applies\*

## Y WATER FITNESS™

We build strong kids, strong families, strong communities.



## Interval H2O:

M/W 5:45 - 6:45 am

Ever realized how tired you can get while just walking through the shallow end of the pool? Or how fatigued you can make yourself by trying to move your arms and legs quickly through the water? Weight loss and fat burning without impact. Build strength, reduce body fat, and increase flexibility.

## Aqua Strut:

M/W/F 8:00 - 9:00 am

This is a recreational exercise class performed primarily in the shallow water, designed to improve cardiovascular fitness, all over muscular strength and endurance, flexibility, and total body composition. For men and women of all ages. No swimming skills required.

## Deep Water Fitness:

M/W/F 9:30 - 10:30 am

M/W/F 6:30 - 7:30 pm

T/TH 7:30 - 8:30 am

With the aid of the Aqua Jogger, participants are suspended in the water without their feet touching the bottom. Movements involve use of the hands, arms, legs, and feet creating a total body workout.

## Mid-Morning Movers:

M/W/F 10:00 - 11:00 am

This is a recreational exercise class performed primarily in the shallow water, designed to improve cardiovascular fitness, all over muscular strength and endurance, flexibility, and total body composition. For men and women of all ages. No swimming skills required.

## AFYAP:

T/TH/SA 11:00 - 12:00 pm

### (Arthritis Foundation YMCA Aquatic Program)

A recreational, low intensity, low impact exercise class primarily for those with some form of arthritis. This class is taught by a National Arthritis Foundation Instructor. A medical consent form is recommended before entering this class.

Financial Assistance: The Tillamook County Family YMCA makes every effort to ensure that no person, especially youth, will be denied access to programs and membership because of financial hardship. The YMCA's Financial Assistance Program is supported by contributions to the annual Support Our Youth campaign and our Annual Dinner Auction.

# YCHILD CARE™

We build strong kids, strong families, strong communities.

## YDAY CAMP™

We build strong kids, strong families, strong communities.

**Summer 2010**  
**June 14 - August 27**  
**Monday - Friday 7:15 am - 5:30 pm**

Y- Day Camp is designed for kids entering grades K-6. Lots of fun and adventure are packed into each 5-day session. Children will need to bring a sack lunch with beverage, Swimsuit, towel, and sun screen each day.

**Session 1: Friends June 14th - 18th**

This is a good time for all the children and teachers to get to know each other. We will be keeping busy making name tags with camp names, beading, games and much more.

**Session 2: Slime and Grime June 21st - 25th**

This is the week that we are making everything from silly clay to worm cups. Oh, and a fishing we will go.

**Session 3: Celebrate America June 28th - July 2nd**

Once a year Americans come together to celebrate our country's independence, so lets make some noise makers, flags, balloon rockets and much more. We will be hiking to Bay Ocean Spit.

**Session 4: Sea Creatures July 5th - 9th**

They're small and big, they crawl and swim, float and fly. The children will enjoy creating stuffed aquatic creatures, ocean bulletin boards and many more fun things.

**Session 5: Monster Magnets July 12th - 16th**

They can move and spin without being touched, meet the world of fascinating magnets. We will be experimenting with magnets and many more different objects.

**Session 6: We've Got Spirit July 19th - 23rd**

That's right. It's time for Summer Games. Come join us for a wacky week of fun. We will be having our watermelon seed spitting contest, lawn bowling and much more.

**Session 7: They Creep, They Crawl July 26th - 30th**

We will be taking a nature hike and try to see the different kinds of insects we can find, then try to recreate our friends.

**Session 8: Kozmic Koncoction Aug 2nd - 6th**

Grab your lab coats campers! We'll be creating our own recipe for scienesational fun this week with our on-site laboratory.

**Session 9: Rappin', Rhyme and Rhythm Aug 9th - 12th**

Learning just few basics in music is all you really need. We will be creating out own musical instruments and making music.

**Session 10: Y-Bowl'em Over? Y Not Aug 16th - 20th**

Put on your bowling shoes, strengthen your bowling arm, and be ready to have some fun! It's not just bowling this week, but all things that roll, bounce and spin.

**Session 11: Hot Weather Fun Aug 23rd - 27th**

This will probably be the kids favorite! There will be water balloon games, face painting and sprinkler fun, and other fun surprises.

Day Camp	Daily Rate	Weekly Rate
Y Member	\$ 20.00	\$ 95.00
Program Member	\$ 23.00	\$ 110.00

**YPRESCHOOL™**  
 We build strong kids, strong families, strong communities.

We will also be offering an 11-week summer pre-school program for children ages 3-5. Program will run Monday through Friday, 8:30 am to 11:30 pm. Extended hours also available. For more information please contact Carol White at the YMCA.

## YCHILD WATCH™

We build strong kids, strong families, strong communities.

For the times you would like to work out, the YMCA supports your efforts to nurture the healthy growth of your baby or child. We provide safe, affordable, high quality care so you can have peace of mind while you work out.

**Mornings:**  
 Monday through Friday: 8:30 am - 11:30 am

**Evenings:**  
 Monday through Thursday: 5:30 pm - 7:00 pm

Price includes both morning and evening care. For families with 1-3 children, each additional child \$1.50.

Monthly Rate	Daily Rate
Ages 6 wks - 3 yrs: \$25 month	First Child: \$3.00
Ages 4 yrs -11 yrs: \$20 month	Each additional child: \$1.50

**YRESIDENT CAMP™**  
 We build strong kids, strong families, strong communities.

*The Tillamook County Family YMCA 7th Annual Resident Camp at Camp Makuala will be held July 19th to 22nd for boys and girls entering grades 4th-6th.*

This is a 3 night 4 day, overnight camp experience designed to promote an exciting introduction to summer camp for our young campers. Activities include swimming, arts & crafts, roasting s'mores, hiking, and other traditional camp activities. Parents drop children off at camp on Monday between 11am and 12:00pm. Parents must pick-up children no later than 12pm on Thursday.

**Total Cost is \$100.00, \$50.00 is required as deposit at time of registration.**

Financial Assistance: The Tillamook County Family YMCA makes every effort to ensure that no person, especially youth, will be denied access to programs and membership because of financial hardship. The YMCA's Financial Assistance Program is supported by contributions to the annual Support Our Youth campaign and our Annual Dinner Auction.

# Y SWIM LESSONS™

We build strong kids, strong families, strong communities.

## SUMMER SWIM PROGRAM

### **YMCA PRESCHOOL SWIM PROGRAM: (3-6 yrs)**

Child's first experience in the pool without parental assistance. Children are taught the basics of water adjustments.

**Pike:** No prior experience necessary. Teaches basics paddle stroke and kicking, pool safety and being comfortable with the face in the water.

**Eel:** For youngsters who are comfortable putting their head in the water. Teaches flutter kicking, floating, and progressive paddle stroke. Swims 15' front and back without floatation.

**Ray:** For youngsters who are comfortable floating on their front and back without assistance. Teaches breathing, front & back crawl, treading water, and intro to diving. Swims 20' front and back without floatation.

### **YMCA PROGRESSIVE SWIM PROGRAM: (6-12 yrs)**

The following swim classes continue with the YMCA aquatic progression, teaching at each level, swim technique, endurance, personal survival and safety skills.

**Polliwog:** Beginning level for non-swimmers teaches basic front crawl stroke and breathing. Front and back float are also introduced.

**Guppy:** For children who are capable of swimming one width of the pool with front crawl stroke. Emphasis on rotary breathing and elementary backstroke.

**Minnow:** A more advanced class for youth who can swim in deep water with rotary breathing. Improvement of the front crawl and elementary backstroke are emphasized. Survival float, treading water and water safety are introduced.

**Fish:** An intermediate class for those well acquainted with the front and back crawl. Treading water, survival float and water safety skills are improved. Breaststroke kick, dolphin kick, elementary backstroke, underwater swimming and front dive are introduced.

Classes are held Mon & Wed AM and Mon, Tues, Wed & Thurs PM

**Class times vary per session**

#### **Preschool Levels**

Pike/Eel  
Eel/Ray  
Starfish

**Y-Mem - \$22, Non-Mem - \$44**

#### **Progressive Levels**

Polliwog  
Guppy  
Minnow  
Polliwog  
Guppy  
Fish/Flying Fish

**Y-Mem - \$26, Non-Mem - \$52**

**\*\* REGISTRATION AVAILABLE FOR ALL SESSIONS  
1 WEEK PRIOR TO START DATE\*\***

#### ONE MONTH SESSIONS

**Session 1:** April 26 to May 20

**Session 2:** May 25 to June 17

#### TWO WEEK SESSIONS

**Session 3:** June 21 to July 1

**Session 4:** July 5 to July 15

**Session 5:** July 19 to July 29

**Session 6:** August 2 to August 12

**Session 7:** August 16 to August 26

**\*MORNING SESSIONS WILL BE MONTHLY\***

**\*\*Class times and levels are subject to change  
according to demand\*\***

#### **PRIVATE SWIM LESSONS:**

Contact the YMCA for information, and availability

#### **Y-Member: 5 lessons**

1/2 hr - 1 hr Sessions \$85.00

#### **Program Member: 5 lessons**

1/2 hr - 1 hr Sessions \$100.00

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# Y AQUATICS™

We build strong kids, strong families, strong communities.

## Family Swim: (General Schedule of times on page 14)

Recreational swim for families to enjoy quality time together. Children 18 years and younger **must** be accompanied by an adult who is in the water with the children.

## Open Swim: (General Schedule of times on page 14)

For all ages. Children who attend open swim must be able to swim the width of the pool and back to the satisfaction of the lifeguard on duty in order to be allowed without an adult during this time. Children who are not able to swim across the pool or able to touch the bottom of the pool at the shallow end (4 1/2 feet) **must** be accompanied by a responsible person 16 years of age or older who is actively involved in activity and must remain within arms reach of the child at all times. Call the YMCA for more information regarding our pool rules, restrictions, and requirements.

## Lap Swim: (General Schedule of times on page 14)

There will always be at least one lap lane available (not during Swim lessons or Swim Team practices). 12 years old or older recommended, adults have priority at discretion of lifeguard. Must swim laps; this is not recreational swim. Must be Fish level or above (150 yards continuous swim), or pass lap swimming test administered by lifeguard. Number of lanes available will be determined by program size and/or number of participants. At least one lane available, all lap rules apply. During lap swim, when 2 or more swimmers per lane, circle swimming required. No inflatable devices unless US Coast Guard approved. **PLEASE SHARE THE SPACE!**

## Parent Child Swim Class:

1/2 hr w/ instructor      Fridays 11:00-12:00 pm  
This is a group activity that centers on water adjustment, water safety, and basic swimming skills. Minimum of 5 participants. Prepares your child for our Preschool level classes. Come join the fun and games!

**\* Parents must participate in the water. \*\***

Sessions coincide with swim lesson schedule.

Price includes 4 Friday lessons

## ~ Tillamook County General Hospital ~

Physical Therapy is available on Tuesday and Thursdays by appointment. For sessions, please contact the Tillamook County General Hospital at 842-4444.

Please bring therapy form from Hospital when you come to the YMCA.

~~~~ Therapy ~~~~

## BIRTHDAY PARTY AT THE YMCA

Come and celebrate your birthday at the YMCA. You'll have one hour of swimming, followed by a second hour of enjoying your cake and presents in our Boardroom.

Birthday Party Hours:

Saturdays      1:15-3:15 pm or 2:00-4:00 pm  
Sundays              1:30 pm - 3:30 pm

**Cost \$40.00**

In addition, there is a \$25.00 refundable cleaning deposit we require to book parties. Please try to schedule at least two weeks in advance to ensure your desired date is available.

Birthday parties are available for up to 20 children. The YMCA does not provide cake, drinks, or party favors.

## SUMMER SIZZLER

*Bring a friend for open swim!*

*The Summer Sizzler will be offered to all youth, ages 3 to recent 2010 High School graduates for just \$2.00 a day, June through August! Come on down to the YMCA and swim your afternoon away!*

Financial Assistance: The Tillamook County Family YMCA makes every effort to ensure that no person, especially youth, will be denied access to programs and membership because of financial hardship. The YMCA's Financial Assistance Program is supported by contributions to the annual Support Our Youth campaign and our Annual Dinner Auction.

# YSPORTS™

We build strong kids, strong families, strong communities.

## **Fitness Rooms:**

We have a new 5,000 sq ft fitness center to accommodate everyone's style of a workout area. It offers circuit training, cardio equipment, and free weights.

## **Fitness Room Orientations:**

As a member you are entitled to have our Fitness Director show you how to use our fitness equipment correctly and effectively. Contact Jeannie at the YMCA for an appointment.

## **Racquetball/ Handball Courts:**

We have four courts that are available for use any time of the day to our members. We also offer Walleyball, which is a form of volleyball, except that you use the wall like in Handball.

## **Locker Keys:**

Due to the high volume of lost locker keys, we now require some form of collateral for borrowing a locker key. We prefer to use your YMCA membership card, however, we will write your name and phone number on a card if you do not have your card with you. If a key is lost, you will be charged \$10 to replace it.

## **YBASEBALL™**

We build strong kids, strong families, strong communities.

### **Summer Youth Baseball - YMCA Little League:**

Pre-school to 6th grade girls and boys. Program registration begins in March. Program runs April to July.

### **T-Ball, Farm and AA Baseball:**

T-Ball for ages 4-5. Farm for ages 6-7. AA ages 7-8. Registration ends May 12th. Coaches meeting May 14th. Games June 1st through July 1st

**Y Member- \$35 Program Member- \$65**

### **AAA and Majors Baseball and Softball:**

For boys 3rd-6th grade and girls 3rd-8th grade. Registration ends April 16th. Mandatory Evaluation Days April 17th. Games start week of May 10th through June 7th

**Y Member- \$35 Program Member- \$65**

## **YSOCCER™**

We build strong kids, strong families, strong communities.

### **South County After School Soccer: May 3rd - June 9th**

Held at the Cloverdale Grade School for grades 1st - 6th.

Mondays: 1st - 3rd and Wednesdays: 4th - 6th.

### **Youth After-school Fitness Class**

May 4th - June 10th, Tuesdays and Thursdays, 3rd - 6th grade

**Y-Member: \$10**

**Non-Member \$20**

### **Co-Ed Open Gym Volleyball**

April 7th - May 26th, Wed 7:00 - 8:30 pm

Mem - \$0

Non-Mem - \$10

## **SUMMER TUMBLING**

This 6 week session for Preschool and Elementary school age children focuses on gymnastic fundamentals and fitness. Children will be grouped by age, but skills and activities will be individualized for your child based on his or her skill level. June 15th - July 23rd

*Limited class sizes.*

### **Kindergym - Ages 3 - 4**

Fridays, June 18 - July 23 2:15 - 3:00 pm.

**Y-Member \$36 Program Member \$72**

### **Tiny Tumblers - Ages 4 - 5**

Fridays, June 18 - July 23 3:15 - 4:00 pm

**Y-Member \$36 Program Member \$72**

### **Elementary School Age - 1st - 6th grade**

Tues and Fri, June 15 - July 23. 4:30 - 5:30 pm

**Y-Member \$69 Program Member \$138**

## **28th Annual Milk Run Saturday, June 26th**

Open to the public, this race consists of a 2 mile walk/run, a 5K walk/run, 8K run and a 10K run. There is also an obstacle course for youth ages 3 to 10 years, starting at 9 am. Pre-register or sign up the day of the event. Race day registration will begin at 7:30am at the YMCA.

All races begins at 8:00am at the YMCA. Fees include entry and a Milk Run T-shirt. Family discounts. There will be awards for the first and second place winners in each division, as well as numerous door prizes. Special gift for all around winners.

## **Fall Programs**

Youth Sports Programs  
running September to October

### **Fall Soccer:**

4 years to 6th grade

### **Flag Football:**

K-6th grade

### **Volleyball:**

3rd - 6th grade

### **Tackle Football:**

5th-6th grade

Starts in August, traveling team, practice 2-4 times a

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# Y Pool Schedule

This is a general schedule and is subject to change. Check at Front Desk for more detailed schedule

## West Pool (Warmer)

| Monday                                    | Tuesday                                   | Wednesday                                 | Thursday                                  | Friday                                    | Saturday                            | Sunday                                    |
|-------------------------------------------|-------------------------------------------|-------------------------------------------|-------------------------------------------|-------------------------------------------|-------------------------------------|-------------------------------------------|
| 5:30-9:15<br>Lap Swim                     | 5:30-7:00<br>Lap Swim                     | 5:30-8:00<br>Lap Swim                     | 5:30-7:00<br>Lap Swim                     | 5:30-8:00<br>Lap Swim                     | Closed                              | Closed                                    |
| Programs                                  | Programs                                  | Programs                                  | Programs                                  | Programs                                  | 9:00-11:00<br>Adaptive              |                                           |
| 11:00-12:00<br>Swim Lessons               | 12:30 - 3:30<br>Family/Open<br>Swim |                                           |
| 1:00-3:00<br>Open Pool                    |                                     |                                           |
| 3:00-5:30<br>Swim<br>Lessons              | 3:00-5:30<br>Swim<br>Lessons              | 3:00-5:30<br>Swim<br>Lessons              | 3:00-5:30<br>Swim<br>Lessons              | 4:30-8:30<br>Open Pool/<br>Family<br>Swim | 3:30-4:30<br>Family Time            | 1:15-4:30<br>Open Pool/<br>Family<br>Swim |
| 5:45-8:00<br>Open Pool/<br>Family<br>Swim | 5:45-8:00<br>Open Pool/<br>Family<br>Swim | 5:45-8:00<br>Open Pool/<br>Family<br>Swim | 5:45-8:00<br>Open Pool/<br>Family<br>Swim |                                           | Closed                              | Closed                                    |
| Closed                                    | Closed                                    | Closed                                    | Closed                                    | Closed                                    |                                     |                                           |

## East Pool (Cooler)

| Monday                                 | Tuesday                                   | Wednesday                                 | Thursday                                  | Friday                                    | Saturday                                  | Sunday      |
|----------------------------------------|-------------------------------------------|-------------------------------------------|-------------------------------------------|-------------------------------------------|-------------------------------------------|-------------|
| Lap Swim                               | Lap Swim                                  | Lap Swim                                  | Lap Swim                                  | Lap Swim                                  | Closed                                    | Closed      |
| Programs                               | Programs                                  | Programs                                  | Programs                                  | Programs                                  | Programs                                  |             |
| 1:15-3:00<br>Open Swim/<br>Lap<br>Swim | 1:15-3:00<br>Open Swim/<br>Family<br>Swim | 1:15-3:00<br>Open Swim/<br>Family<br>Swim | 1:15-3:00<br>Open Swim/<br>Family<br>Swim | 1:15-3:00<br>Open Swim/<br>Family<br>Swim |                                           |             |
| 3:00-5:30<br>Swim<br>Lessons           | 3:30-4:30<br>Swim<br>Lessons              | 3:30-4:30<br>Swim<br>Lessons              | 3:30-4:30<br>Swim<br>Lessons              | Lap Swim                                  | 1:00-3:00<br>Open Swim/<br>Family<br>Swim | Open<br>Lap |
| Lap<br>Swim                            | Lap<br>Swim                               | Lap<br>Swim                               | Lap<br>Swim                               |                                           |                                           | Closed      |
| 5:30-6:30<br>Sharks<br>Swim Team       | 5:30-6:30<br>Sharks<br>Swim Team          | 5:30-6:30<br>Sharks<br>Swim Team          | 5:30-6:30<br>Sharks<br>Swim Team          | 5:30-6:30<br>Sharks<br>Swim Team          | Closed                                    |             |
| Lap Swim                               | Lap Swim                                  | Lap Swim                                  | Lap Swim                                  | Lap Swim                                  |                                           |             |
| Closed                                 | Closed                                    | Closed                                    | Closed                                    | Closed                                    |                                           |             |



Tillamook County Family YMCA  
610 Stillwell Avenue  
Tillamook, OR 97141  
(503) 842-9622

Non-Profit Org.  
U.S. Postage Paid  
Permit No. 111  
Tillamook, OR

Change Service Requested



**YMCA Summer Hours of Operation**

*Monday through Friday: 5:30 am to 9:00 pm*

*Saturday: 7:00 am to 5:00 pm*

*Sunday: 1:00 pm to 5:00 pm*

*Phone #: 503-842-(YMCA) 9622  
www.tillamookymca.org*



**Financial Assistance**

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The YMCA's Financial Assistance Program is supported by contributions to the annual Support Our Youth campaign and our Annual Dinner & Auction. Applications are available at the Front Desk.

February 22, 2011  
Noon  
Newport, Oregon

## CITY COUNCIL WORK SESSION

Councilors present: McConnell, Bertuleit, Beemer, Brusselback, Allen, Sawyer, and Roumagoux

Staff present: Voetberg, Hawker, McCarthy, Marshall, and Protiva.

Others in attendance: Greg Stanton, Walter Sherman, and Steve Schuster.

1. Budget Committee Interviews. Council interviewed the following applicants, and requested that they introduce themselves; give a brief bio; and tell Council why they want to be on the Budget Committee: Joan Stanton; Fred Springsteen; Jimmy Rodriguez; and Bill Bain.

Roumagoux asked Stanton what her vision is; how she sees the budget; and where she sees Newport going. Stanton noted that if one is involved in choosing a direction, one has input into what direction it takes. She noted that the city has many intellectual and exciting opportunities due to the diversity of its residents. Roumagoux asked Stanton how she feels about budget cuts, and Stanton replied that anyone is going to have to prioritize.

Springsteen noted that becoming a Budget Committee member is not a popularity contest, and that everything must be on the table to develop a viable plan.

Rodriguez noted that the position would include serious brainstorming, and he spoke to infrastructure improvements particularly at the airport.

Bain noted that an emphasis on the prioritization of expenses and the understanding of revenues will be important. He added that it is also important to consider reserves. Allen asked Bain what deference the City Council should give to the Budget Committee when the budget is presented to the City Council. Bain suggested that the relationship should be a partnership, although the City Council should be able to make changes to the budget to fulfill Council goals. He added that he does not think Council should get involved in micromanagement through the budget process.

Springsteen noted that the budget is a group of assumptions that must be weighed and prioritized along with numbers.

Allen asked in regard to the reference to micromanagement, whether it is important to ask questions for clarity and a well-informed decision. Rodriguez stated that an

analytical process needs to occur. Springsteen added that it is a macro climate with lots of things that go into it. Stanton noted that Budget Committee members need as much information as possible and need to know how money is being spent.

Sawyer asked whether the applicants would foresee the economy improving, and it was noted that priorities will always be needed.

McConnell noted that the City Council will be making an appointment tonight, and the first meeting is tomorrow at 6:00 P.M.

2. **Short report from Lakewood Hills neighborhood meeting.** Sawyer reported that meeting participants were concerned about Big Creek Road and the extra mile necessary to access the neighborhood via 36<sup>th</sup> Street. He added that the area residents would like to see Big Creek Road and 31<sup>st</sup> Street repaired. Beemer suggested that an ODOT patch could cost approximately \$50,000. McConnell asked whether the FEMA monies can be used to repair Big Creek Road. Voetberg noted that FEMA representatives will come to the city; listen to what the city would like to repair; and FEMA will let staff know what is FEMA-fundable. Allen noted that when 31<sup>st</sup> Street failed, there was a report generated by Chris Minor on legal issues involved, and another report from Lee Ritzman regarding potential fixes. Voetberg noted that the next step is to hear from FEMA. He added that he would not recommend an overlay of 31<sup>st</sup> Street because it would shift and ultimately crack.
3. **Review topics for future work sessions.**

City Manager/City Attorney Evaluations. Allen and Roumagoux volunteered to work on an evaluation process for the city manager and city attorney, and report at a work session in early April.

Goal setting session. It was agreed to hold a City Council goal setting session on April 8, 2011. Goals from departments and committees should be submitted, in writing, so that department heads do not need to attend the session. It was suggested that department heads develop a process for input from staff in their departments. It was also suggested that Council review and revamp short and long term goals.

NOAA opening. This is scheduled for the end of June.

Geological hazards ordinance. Voetberg reported that Tokos would like to update Council on this matter at a work session. It was agreed that this would be scheduled for April 4, 2011.

Financial policy. Voetberg reported that this matter should be addressed soon, particularly regarding the reserve policy. He noted that it will be beneficial during the budget preparation as negotiations progress; and that without a policy, it may appear that all monies are available for pay increases. It was agreed to discuss the matter at the March 7, 2011 work session.

Tourism Facility Funds. It was agreed to discuss this matter at the work session of April 18, 2011.

4. Establish process for Business License/Room Tax Task Force and set date for first meeting. McConnell suggested that a meeting be scheduled for March 8, 2011, from 5:30 - 7:00 P.M., for folks interested in this topic, and that attendees could recommend members to serve on the Task Force.
5. Finish background review of pension plan, health insurance benefits, and reserve policy. Marshall distributed two handouts; one regarding the recent history of major payroll expenses and supporting revenues; and one on the defined benefit program. He reported that benefits and pay squeeze out all other expenses. He noted that a question to be answered by Council is whether the defined benefit program has a future, and whether there should be a cap, soft freeze, hard freeze, or a continuation of the status quo. He reported that the unfunded liability will continue to increase. He added that he had contacted an actuarial, but the estimate for services was too high. McConnell recommended budgeting for an actuarial study. A discussion ensued regarding health care costs. Voetberg noted that the high deductible health plan could be used for smaller units, and that the greater issue is educating employees regarding this plan. Voetberg asked for direction to proceed with coming up with options for health care for non-represented employees.
6. Sawyer distributed information regarding the Valsetz project. Allen requested copies of various Rocky Creek documents.
7. It was agreed to continue review of the Council Rules at another work session.

Having no further business, the meeting adjourned at 1:44 P.M.

February 22, 2011  
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, McConnell, Bertuleit, Brusselback, Allen, Beemer, Roumagoux, and Sawyer were present.

Staff present was City Manager Voetberg, City Recorder Hawker, City Attorney McCarthy, Community Development Director Tokos, Public Works Director Ritzman, Senior Project Manager Gross, Finance Director Marshall, Parks and Recreation Director Protiva, and Police Chief Miranda.

### PLEDGE OF ALLEGIANCE

Council and audience participated in the Pledge of Allegiance.

### ADDITIONS/DELETIONS AND APPROVAL OF THE AGENDA

McConnell requested that the discussion on solid waste be moved to Item C., and that the discussion regarding the city attorney position be moved to Item D.

The following items were added to the agenda: Item G. the Ocean Beauty lease review and revision; and Item H. creating a task force for the business license and room tax rewrite.

### CONSENT CALENDAR

The consent calendar consisted of the following items:

- A. Approval of minutes from the City Council work session, regular meeting, and executive session of February 7, 2011;
- B. Fire and Police Department monthly reports for January 2011;
- C. Report of accounts paid for January 2011.

MOTION was made by Brusselback, seconded by Beemer, to approve the consent calendar as presented. Allen reported and reviewed minor changes to the minutes that Hawker had made. MOTION was made by Brusselback, seconded by Beemer, to approve the consent calendar as amended by the changes to the minutes. The motion carried unanimously in a voice vote.

### OFFICER'S REPORTS

**Mayor's Report.** Appointment of Budget Committee member. McConnell appointed Fred Springsteen to the Budget Committee. Bertuleit and Allen thanked the applicants for their interest in this position. MOTION was made by Roumagoux, seconded by

Brusselback, to ratify the Mayor's appointment. The motion carried unanimously in a voice vote.

Request from Town and Country Fair and Rodeo Association for sponsorship for County Geo-Coin. A written request from the Town and Country Fair and Rodeo Association, requesting \$500 for sponsorship of the County Geo-Coin, is included in the packet. A brief discussion ensued regarding process and past support. MOTION was made by Beemer, seconded by Allen, to deny the request. The motion carried unanimously in a voice vote. It was suggested that the organization be encouraged to make a presentation to the City Council regarding this request, or pursue a marketing grant through the Destination Newport Committee.

McConnell reported that he has received an e-mail from the Winningstad family, and they support the renaming of the street at the airport to CN Winningstad Way. Tokos noted that the matter has been discussed by the Planning Commission and tabled for additional information. It was suggested that a proponent would be helpful during the next discussion.

McConnell reported that the City Council has been invited to attend a 100<sup>th</sup> birthday celebration for the City of Waldport, on March 8, from 3:00 - 6:00 P.M., at the Waldport Community Center.

McConnell reported that the City Council has received a letter from Trish Odell regarding drainage and slippage along NW Rhododendron.

McConnell reported that information had been received regarding solid waste after the last work session.

McConnell reported that he has received a letter from Peter Schannauer proposing interim legal services should the city go that direction.

McConnell reported that he had received a packet of information from the Lincoln County School District regarding the upcoming bond election. He noted that it would be available in the Council office for review.

McConnell stated that he presented the city's resolution supporting a plastic bag ban to state legislators.

McConnell reported that he, Allen, and Voetberg had attended an economic development symposium at the Hatfield Marine Science Center.

McConnell reported that 150 stuffed animals were collected at a recent Cubs basketball game. They will be used by the Police and Fire Departments, Casa, and the Children's Advocacy Center.

McConnell reported that he attended a Chamber board meeting.

McConnell reported that he had spoken to the Lincoln County Board of Realtors.

McConnell reported that the city is holding discussions with SeaPort Air, and working out the final details to continue air service to Newport. He added that the Greater Newport Lodging Restaurant and Association and the Chamber of Commerce will provide support as new flights move forward. He reported that a voucher program is being established, and that advertising will occur when the program is finalized.

City Manager's Report. Voetberg reported that the monthly financial report and the updated suggestion/concern/complaint form are included in the packet. McConnell asked about the expenditure to the Ozone Fine Art Gallery, and Voetberg reported that the city is responsible for repairs to the building, and that this expenditure was reimbursement to Ozone for making needed repairs.

Voetberg reported that the packet includes an update on key city projects, including the water treatment plant, Marine Science Drive, and Naterlin Drive.

McConnell asked why the airport fund is over budget. Marshall explained that he does not expect the airport fund to be over budget at the end of the fiscal year.

McConnell asked about the status of the wastewater fund, and Marshall reported that if spending continues at the current rate, it will overrun expenditures. He added that this is a result of many activities including the sewer repairs on Highway 101.

Brusselback asked about capital expenditures on pages 5 and 7, and Marshall noted that these are a reminder to the finance director.

McConnell asked about the status of the policy for pesticide and herbicide use. Protiva reported that the advisory committee members working on this matter were no longer on the committee, so no work has been done in the past few months.

Allen noted that the pre-budget meeting scheduled for tomorrow evening is an opportunity to talk about general issues facing the city, rather than details of the upcoming proposed budget.

McConnell asked whether there is a completion date for the Naterlin project. Gross reported that work will begin on April 1, and is scheduled to be substantially complete by June 1. He added that Naterlin Drive will be closed for the entire construction period, but that detours will be in place.

McConnell asked whether impacted businesses on Highway 101 are aware that sewer work is planned. Ritzman stated that every effort will be made to keep the businesses open, and that he would meet with the owners.

Voetberg reported that during a Council discussion on stormwater needs, capital improvements were identified. He added that stormwater is funded through the general fund and therefore must compete with other general fund needs. He reported that the city has a stormwater fee in its code that contains a methodology based on impervious surface area, and that there is no fee at this time. He asked whether the City Council would like to discuss this fee with other methodology, and hold a public hearing on the matter. Council concurred that a public hearing should be held. Brusselback suggested a list of options that would include the impervious surface methodology, a flat fee, and a possible combination. It was agreed that staff develop options in as much detail as possible, and make this information available to affected parties well ahead of the public hearing, allowing for stakeholders to comment and have suggestions included. It was agreed to hold the public hearing on March 21, 2011. McConnell suggested including information about how stormwater issues are handled now, and what the fee might pay for, as well as needs.

McConnell asked about the Bayfront Parking District. Tokos reported that a meeting is scheduled for March 1, and progress is anticipated at that meeting. It was noted that Bayfront restriping would occur within the next month.

Voetberg reported that he, Sawyer, Ritzman, and Dave White had met with homeowners at Lakewood Hills. He noted that the owners had several concerns, but primarily they are to keep Big Creek Road and 31<sup>st</sup> Street open. He added that FEMA funding will be available for Big Creek Road, but that the amount has not been established. He noted that he anticipates a gap between the actual cost of the repair and the FEMA funds, and that he will come back to Council with a report.

## DISCUSSION ITEMS AND PRESENTATIONS

Presentation by PAADA - Teen Court. Jim Upton and Debra Spoelstra appeared before Council and discussed the Teen Court and asked for Council support. It was noted that the support of the city can be used to leverage grant requests. Beemer volunteered his medical expertise to the program once it begins anew.

Presentation by Guy Faust on Community Development Block Grant. Guy Faust reported on the use of last year's funding, and asked Council to consider including \$7,500 in this year's budget for program support. Ron Spisso reviewed the Small Business Management Program. Bertuleit suggested that OCCC request volunteers to work on the business license task force, and to make folks aware that the city will be soliciting proposals for advertising services.

Amendment to Newport Municipal Code Chapter 7.05 - Solid Waste. McCarthy reported that this issue came before Council in October as a result of complaints from contractors regarding the hauling of construction debris. She reported that, during the summer of 2010, the city issued two citations for violating this code. At that time, McCarthy was directed to work with Thompson's Sanitary Service to look at the city's code and that of other jurisdictions. She reported that other codes are included in the packet. She added that the city has an agreement with Thompson's Sanitary that was signed in 2007, and is a rolling seven-year contract. She reported that there are some exclusions to the franchise, and she reviewed them. She noted that enforcement of the code is a fairly recent event. She added that most recently, she had been asked to work with Brusselback and Beemer on the issue. She reported that a recent meeting was held with approximately 45 contractors, city staff, and representatives from Thompson's Sanitary to discuss the code and the exclusive franchise arrangement. As a result of these meetings, the suggested changes to the code are included in the packet for review. It was noted that the major change is to subsection 4.

Rob Thompson and Ken Riley appeared before Council. Thompson reported that the ordinance was adopted in 1986 and restated in 2003 to accommodate rate reporting language. He added that 25 years is a long time, and there needs to be flexibility. He reviewed the provisions of other codes in Lincoln County. He noted that the rate report is due by April 1, and the recycling report will be available at the beginning of March. He suggested Council go slowly and make small changes to the code over time.

Bertuleit stated that initially the contractors were told they could not do what they had been doing for years, and now a rate increase. He asked for justification of the rate increase. He also noted that reports had been received that the transfer station was not up to par. Thompson encouraged a tour of the transfer station facilities. He also suggested Council obtain the most current rate report prior to making a decision on the ordinance. Allen stated that he thinks it is important to obtain the current Lincoln City code. He noted that he does not have enough information to make a decision at this time. Brusselback asked Thompson to state his main objection to the franchise agreement at this point. Thompson stated that he is not opposed to what is being discussed, but that he wants to make sure the City Council understands the impacts associated with that.

Paul LaMont, a general contractor, thanked McCarthy, Brusselback, and Beemer for the time they spent meeting with involved parties. He noted that the big change during the past year is the enforcement of previously unenforced rules. He stated that he likes the revision as it will allow contractors to work in the most cost-effective way. He added that construction debris in the city limits would be taken to the nearest location, and Thompson's use would not be reduced. He stated that, as contractors, it is to our advantage to recycle as much as possible, rather than have debris hauled away.

Kurt Freitag, developer of Meritage, stated that he is not concerned about garbage, but the reduction of the amount of garbage anyone has to haul on his behalf. He stated that the city has an objection to this and he does not understand it. He added that he wants to sort things into the right container so that Thompson's can pick them up and that is against the law. Beemer suggested that it is reasonable to wait for Thompson's report.

Ron Meadows stated that contractors are bound by standards to separate all hazardous waste, and if everything goes into a dumpster; he asked who is separating the waste.

Mark Hanrahan, a building contractor, stated that the construction debris hauling requirement affects a contractor's ability to do his job.

Bernie Stoll, a local contractor, thanked City Council and staff for listening to the contractors on this issue. He stated that after reading the proposed ordinance, there is no way he could disagree with it, and he urged Council to move forward and adopt it.

Interim City Attorney discussion. It was agreed to discuss this matter at the end of the meeting.

Council took a five minute break.

## ACTION ITEMS

Rocky Creek water supply development. Ritzman made a PowerPoint presentation regarding the city's water system and the potential Rocky Creek project. He reported that in 2002, the Central Coast Water Council was formed, and Newport and Lincoln City filed an application for water rights. He added that the application was on administrative hold several times for various reasons. In 2003, Lincoln City began pursuing surface water rights on Drift Creek, and the project has been on hold since. He stated that in one year, the application must be acted upon or the Department of Water Resources will make a recommended finding. He recommended updating the application over the next year or risk starting over. He noted that the city needs a water supply alternatives analysis. He added that Polk County is looking at reestablishing a dam in Valsetz. He stated that an update is needed for design costs and designs in light of current seismic standards, and an evaluation of transmission and treatment alternatives. The regulatory information also needs to be updated. He noted that a requirement exists to mitigate impacts on fish and wildlife, but before anything is done, he recommended re-engaging the project partners. He stated that each of the cities must update its water management and conservation plans, and that project financing needs to be investigated. He proposed a three-phase work plan. The first phase is to update the application for submission and review, and that the issue before Council is

whether to authorize up to \$125,000, over the next 12 months, to continue the application process for procurement of water rights on Rocky Creek. Brusselback asked whether the Rocky Creek Dam would be an earthen dam, and Ritzman stated that it would be roller compacted concrete. Bertuleit asked for the estimated cost of the dam, and Ritzman noted that in 1997, the estimated cost was \$13,000,000. Ritzman noted that it must be determined whether it is convenient to put a treatment plant at that site or to install a raw water pipeline to the north and south. Brusselback asked whether an increase in height to the Big Creek Dam is under investigation, and Ritzman noted that it is not currently under review. Allen declared a potential conflict of interest because the law firm which he is associated with of counsel represents the Cities of Toledo, Waldport, Siletz, and the Southwest Lincoln County Water District. It was noted that the intergovernmental agreement addresses preconstruction activities as well as construction costs. It was noted that a final order from water resources does not mean that a decision has been made to go forward with construction. Allen noted that what is being looked at now is the preservation of the permit application so it is not lost, which will allow a decision next year on construction. Allen asked whether there would be additional costs if the city opts not to move forward now, but wishes to restart the process in a few years, and whether there is information that could be reused from the first application. Allen asked whether there is a big added cost to stop the process and begin anew later. Ritzman stated that some of the studies would still be viable, but it opens it up to the public hearing process again. Allen noted that there is no guarantee that the project will move forward even if both Newport and Lincoln City move forward at this point. Allen noted that construction is a very large cost, and looking forward, there is no certainty that either city has determined whether it would move forward. Ritzman stated that the advantage to having the final order is that we will have the water rights. Allen asked whether additional information is available now that was not available ten years ago. Ritzman stated that he does not believe so. Ritzman stated that Big Creek is considered a salmon stream. Bertuleit expressed concern about spending this amount of money to complete a form. McConnell stated that it appears that what has been spent so far would not go to waste if the project was tabled for now and the city returned to it in the future. He added that the uncertainty of moving forward seems to rank higher than the certainty of moving forward. Voetberg reported that Lincoln City is struggling with the same thing and has viable short and mid-term solutions to their water needs. The concern is what will happen 40 or 50 years out. He added that some of the assumptions ten years ago are different due to conservation efforts. He added that he does not think this is a must do right now, as the cities have bought some time. He added that Council is not under the gun right now to make a decision either way. If we proceed, it is a good long-term position, but if we do not proceed, we will get by. McConnell noted that conservation will be the key. Allen noted there is a lot of cost now with no certainty. Allen asked Ritzman whether the work will go to waste if we decide to renew in a few years. Allen added that given the cost, and lack of certainty, and other things we could do, and the fact that this could be renewed, he is willing to table the matter now and look at short-term needs and renew the discussion in the next year or the year after. Beemer agreed with Allen, noting that for several years, the city has been trying to determine how to get an adequate water supply to the airport. Sawyer stated he would feel more comfortable with other cities at the table, and that it does not sound like Lincoln City is very strong on the issue. Roumagoux stated that she is worried about the future water

supply and that \$125,000 is a lot of money now. Brusselback stated that in the interim, the money could better be applied to something else. Sawyer stated that he would like to see interest from other districts. MOTION was made by Bertuleit to table the matter, and if there is interest from Lincoln City, to come back with a different figure if Lincoln City does not want to come up with the full amount. There was no second. Allen asked Ritzman what is necessary to finish this process, and whether the cost estimates are accurate. Ritzman stated that he must rely on the experts in this field. He noted that simply completing a form is not as simple as it would appear. Motion was made by Brusselback, seconded by Allen, to table the proposal of \$125,000 for an indefinite period, and within that indefinite period, he would like concrete options presented to Council so that we can see what we are up against. The motion carried unanimously in a voice vote.

It was agreed to table the discussion on the local contracting rules until the next meeting.

### **ACTION ITEMS**

**Consideration of a request for a Special Event Fee Waiver for Loyalty Days.** Patty Louisiana addressed Council regarding the fee waiver request for Loyalty Days. The association has requested the support it traditionally receives from the city, which includes assistance from the Police and Public Works Departments. The Police Department estimated costs are \$6,000, and the estimated costs of the Public Works Department are \$2,405. Since this is a combination of a local and tourism event, it is believed that an equitable division of costs is 50% to the General Fund and 50% to the Transient Room Tax Fund. MOTION was made by Bertuleit, seconded by Beemer, to approve the fee waiver requested by the Newport Loyalty Day and Sea Fair Festival Association, Inc., in the amount of \$8,405, for this event to be held on Saturday, April 30, 2011, and that the general fund be reimbursed by the transient room tax fund in the amount of \$4,202.50. The motion carried unanimously in a voice vote.

**Deco Park construction direction for Phase One at Highway 101 and Hurbert Street.** Protiva reported that the issue before Council is the consideration of construction of a partial park design at Deco Park. He noted that the project cannot be built as originally thought, and there are two options for Council consideration, and that Option A is to proceed with the construction of the pylon as Phase One; and that Option B is to proceed with the construction of the flat work for Phase One. Option A. would allow for the construction of a deco style pylon, and provide the first step in completion of the proposed design. It was added that the City Center Newport Association prefers Option A. Option B would allow for the construction of the level flat area with retaining walls and a bench, and would require a partial deconstruction if a deco style pylon were to be added in the future. He added that \$100,000 is about half of what is needed for the project. Allen asked whether it is a fair assumption that the option chosen may be in place as a stand-alone option for some time. Roumagoux noted that this has been discussed for four years, and that the merchants selected Option A. Sawyer asked how this project compares to other projects in the community. Beemer asked whether the

pylon would be added later if Option B. is selected. Allen asked whether the picture of the flatwork is accurate.

Pete McKeeman, president of the City Center Newport Association distributed a handout, and made a PowerPoint presentation containing several conceptual ideas. Allen asked McKeeman whether CCNA has considered a new design that would cost \$100,000. Gross reported that the project could be bid to include the closing of the curb cut and the pylon. Allen asked whether this is aesthetically sufficient to be the final project for the next four or five years. Lou Limbrunner stated that he paid \$2,388 in parks SDC's when building his house. He suggested using original and unused bridge parts for the park. MOTION was made by Roumagoux, seconded by Brusselback, to proceed with the construction of Option A and to include Gross' recommendation to close off the curb cut as part of the bid. Allen asked whether this will be sufficient, and stated that he would be interested to see whether there are other options that might fill the needs. He stated that he will vote no because other options have not been considered. The motion carried in a voice vote with Allen voting no.

**Appointment of an advisory committee for the City Center Commercial Parking District.** Tokos reported that the issue before Council is the consideration of appointing Jim Weir, Frank Geltner, and Bill Bain as the advisory committee for the City Center Commercial Parking District. It was noted that two additional members could be added at a later date. MOTION was made by Beemer, seconded by Sawyer, to adopt Resolution No. 3531, appointing Jim Weir, Frank Geltner, and Bill Bain, as the advisory committee for the City Center Commercial Parking District. Allen noted that it would be nice to have the majority of the members from within the district. The motion carried unanimously in a voice vote.

**Notice of intent to award the visitor wayfinding signs, Phase II.** Ritzman reported that the issue before Council is whether to issue a notice of intent to award for the City of Newport's Visitor Wayfinding Signs, Phase II. He recommended that the notice of intent to award be issued to the low bidder, ES&A Sign and Awning Company of Eugene, Oregon, in the amount of \$52,074.00. Ritzman stated that he is not proposing to award signs in South Beach because locations have not been secured. MOTION was made by Bertuleit, seconded by Allen, to authorize the Public Works Department to issue a Notice of Intent to Award for the City of Newport's Visitor Wayfinding Signs, Phase II, to ES&A Sign and Awning Company of Eugene, Oregon, in the amount of \$52,074.00. The motion carried unanimously in a voice vote.

**Assignment of and amendment 2 for a lease of 813 SW Bay Boulevard property.** McCarthy reported that the issue before the Council is whether to authorize the assignment of the lease between the city and Ocean Beauty Seafoods, LLC to Bornstein Seafoods, Inc., and further approve amendment 2 of the lease between the city and Bornstein Seafoods, Inc. She reported that Ocean Beauty plans to leave the area and Bornstein wants property, and that the closing date is March 1. She noted that the city has a waterway lease with the Department of State Lands that DSL has to approve. She added that there is a \$750 filing fee for the assignment of lease that Bornstein has already paid. MOTION was made by Bertuleit, seconded by Beemer, to authorize and approve the assignment of the lease between the city and Ocean Beauty

Seafoods, LLC to Bornstein Seafoods, Inc., and further approve amendment 2 of the lease between the city and Bornstein Seafoods and authorize the city manager to execute all necessary documents related thereto. The motion carried unanimously in a voice vote.

Resolution creating a task force relating to business license and room tax code revisions. McConnell reviewed Resolution No. 3532, noting that an organizational meeting of the Task Force will be held on March 8, from 5:30 - 7:00 P.M., at which the group can make recommendations regarding appointees to the Task Force. MOTION was made by Bertuleit, seconded by Brusselback, to approve Resolution No. 3532 creating a task force to review revisions to the business license and room tax codes. The motion carried unanimously in a voice vote.

### PUBLIC COMMENT

Lou Limbrunner addressed Council regarding water shut-off notifications and fees. He stated that previously a landlord could register to be notified when water to a rental unit was to be turned off, but that the ordinance has changed, and it leaves the property owner or manager in an untenable position if water is left on. He suggested the policy be revisited by Council, and that the rules be rolled back to those previously in place.

Herb Goblirsch stated that he has rental house in Newport, and that he had a tenant who knew all the legal loopholes. He reported that when he went to city hall to have the water turned on to clean the unit, he was told that he owed a \$300 water bill incurred by the tenant. He asked Council to address this matter. It was the consensus of Council that staff review these concerns in greater detail, and return to Council with recommendations on how to address the issue under the current code.

Council agreed to hold a short work session on Tuesday, March 1, at 9:00 A.M., to discuss the process to replace the city attorney.

### ADJOURNMENT

Having no further business, the meeting adjourned at 10:32 P.M.

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Margaret M. Hawker, City Recorder

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Mark McConnell, Mayor

March 1, 2011  
9:00 A.M.  
Newport, Oregon

## CITY COUNCIL WORK SESSION

Councilors present: McConnell, Bertuleit, Beemer, Allen, Sawyer, and Roumagoux. Brusselback was excused.

Staff present: Voetberg, Hawker, McCarthy, and Marshall.

Media in attendance: Larry Coonrod.

### Committee Liaison Reports

Roumagoux reported on a recent meeting of the Senior Advisory Committee. She reported that the bottom sentence on the fee schedule needs to be removed to be consistent with current practices. She added that the renovation of the basement is nearly complete, and plans are underway for a celebration. The Committee discussed changing the name of the center to appeal to more generations of “seniors.”

Sawyer reported on recent meetings of the Destination Newport Committee. He noted that the spring advertising campaign was a topic of discussion, along with the RFP for advertising services for next year and beyond. Voetberg reported that direction was given to not spend remaining advertising dollars through the agency, but to utilize the Chamber to identify billboard sites throughout the state, and directly create billboard ads. McConnell reported that the trend is to keep advertising dollars locally. Allen asked whether the RFP will be broad enough to attract less formal groups.

Beemer reported that he attended a recent stakeholders meeting for the NOAA project. McConnell noted that he attended the last stakeholders meeting, and that various entities are working on a traffic plan for the opening of fishing season.

Bertuleit requested an excuse from the City Council meeting of March 7, 2011. MOTION was made by Allen, seconded by Roumagoux, to excuse Bertuleit from the March 7, 2011 City Council meeting. The motion carried unanimously in a voice vote.

### Interim and Long-Term Legal and Human Resources Assistance

Voetberg recommended the city use contracted legal services and strengthen human resources services. He reported that of sixteen cities responding to an informal survey, only three have a full-time human resources professional. He noted that the person who handles accounts payable, accounts receivable, and payroll, for the Finance Department, will be retiring at the end of the year, and that the senior finance manager

is handling benefits. He suggested creating a position that handles employee benefits and payroll. He added that if the legal services are contracted, there should be sufficient savings to hire a full-time human resources professional, and the payroll/benefits person for the Finance Department, and that these positions would fill two major voids. Allen noted that staff may need to sort some other issues out to make these changes. Voetberg reported that this would leave \$66,000 for legal services. Allen noted that Chris Minor billed the city at a local community rate. McCarthy suggested that the City Council look at contracting, at least half-time, with an in-house attorney to provide accessibility to staff and to deal quickly with issues. She also noted that a contracted human resources manager, along with the human resources coordinator, could perform preventative human resources functions, and be available to staff. She added that there are excellent in-house staff resources. Roumagoux asked whether interim legal issues would go to Voetberg for assignment. Allen noted that there are a couple of models for legal services in small communities. He added that the serious downside to McCarthy's proposal is the need for separateness between the positions of the city attorney and city manager. McConnell noted that accessibility is a big issue, and added that he would like to hear what department heads think about in-house v. contracted legal services. He added that there is also a budgeting issue. Allen stated that his preference is legal representation from outside the community, noting that with electronic and other communication, it does not matter that legal counsel is present. He suggested that legal counsel may need to attend regular City Council meetings. McCarthy suggested an executive session. It was the consensus of Council that proposals for interim legal services, for approximately 20 hours weekly, until the end of the fiscal year, be solicited for Council review.

Allen asked whether CIS has the ability to provide name of human resources contractors. A discussion ensued regarding contracting for professional human resource services, for a certain number of daily hours, through the end of the fiscal year. Allen asked whether hiring outside human resource services is going to impact ongoing issues with the city. McConnell noted that it is important to find someone who can do what McCarthy is doing now relative to human resources. It was agreed that contracted human resource services should not exceed 20 hours weekly. Voetberg suggested talking with Lincoln County regarding sharing some human resource services on an interim basis. Staff will talk with CIS, LGPI, and others regarding professional human resources consulting.

Council agreed to hold an executive session on March 10, 2011, at 9:00 A.M., to conduct an exit interview with McCarthy, and a performance evaluation with Voetberg. Both requested that these meetings be held in executive session. McCarthy's exit interview is scheduled for 9:00 A.M., and Voetberg's performance evaluation is scheduled at 10:00 A.M. City Council will bring documents regarding the format of a quarterly review.

Having no further business, the meeting adjourned at 10:28 A.M.



Jim Voetberg  
City Manager  
CITY OF NEWPORT  
169 S.W. Coast Hwy.  
Newport, OR 97365  
[j.voetberg@thecityofnewport.net](mailto:j.voetberg@thecityofnewport.net)

## **Manager's Report Meeting of March 7, 2011**

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Following is the Manager's Report for the City Council meeting of March 7, 2011:

Department Monthly Reports: Attached are monthly reports prepared by each department head briefly listing various activities that have occurred in their department over the past month. The reports are not intended to be overly detailed, but provides general activities that have recently occurred.

Tourism Promotion and Advertising and Marketing RFP's: Attached for Council information is the Tourism Promotion RFP and the Advertising and Marketing RFP. As the Council may be aware, the City is currently under contract with the Chamber for tourism promotion services and under contract with Grady Britton for advertising and marketing services. Both contracts are due and cannot be extended.

Of note, two work items have been shifted from the advertising and marketing services (currently Grady Britton) to the tourism promotion services (currently the Chamber). First, web maintenance to discovernewport.com has been moved to acknowledge the fact the Chamber has its visitor services web page which contains a certain amount of similar information such as activities and business information that require similar updates. For consistency purposes as well as the likelihood of realizing cost savings, it is placed under the tourism promotion services for better local control. Second, media releases have been moved to acknowledge the fact that this service can be handled by local entities who have a better understanding of what is going on in the community.

The Newport Destination Committee has reviewed and approved the Advertising and Marketing RFP, including the scope of services expected of the entity providing the service. The Tourism Promotion RFP is essentially the same RFP that was developed in 2008 except for the above mentioned changes. Both will be advertised beginning March 9<sup>th</sup> with a closing date of April 20<sup>th</sup>.

## Memo

To: Jim Voetberg  
From: Ted Smith, Library Director  
Date: 2/25/2011  
Re: Council Packet Information

The library received over 100 applications for each of the two positions we had open. The full-time Youth Services Assistant position was filled by Linda Annable. Linda will initially work on a part-time basis as she has contractual obligations with the Mouse Factory until June. Interviews for the part-time Library Clerk position took place on February 24. This position should be filled by the beginning of March.

Our computer classes continue to be quite popular. During the past month, we scheduled eight classes. All of them filled up without any advertising. As has been the case lately, the many people put on a waiting list were not able to attend classes because we don't have enough computers to meet demand.

Our Literary Flicks program this month netted 30 viewers. The book to film movie shown this month was Moby Dick. Programs in the McEntee Room are extremely popular.

The Library Director continues to work with the Coastal Resource Sharing Network (CRSN) to revamp our intergovernmental agreement and to plan for a sustainable future. Each library in the consortium has different information technology needs. Some of the libraries have little or no IT staff available, while other libraries have access to highly-qualified IT staff. Our disparities are beginning to cause budgetary issues that must be overcome for us to move forward.

The circulation report for the month of January show an 8% drop compared to the same time last year. The drop in circulation corresponds to the fact that Driftwood Public Library in Lincoln City was closed for a major construction project at this time last year. Many Lincoln City patrons came to Newport during this closure. Driftwood Public Library reopened in mid to late February and our numbers should reflect truer comparisons by the end of March.

On February 15, the Library Director met with the Board of the Newport Public Library Foundation.

On February 24, the Library Director met with members of the Newport Reads Committee to continue planning for this year's community reads program. William Stafford's Down in My Heart has been selected this year. Library staff will be coordinating programs with the author's son, Kim Stafford. The Library Foundation has purchased copies of the book for Matt Love's creative writing class at Newport High School and approximately 50 students will also be participating in the community reads program.

## Parks and Recreation Department- Monthly Highlights- February 2011

- Two new Park and Recreation Advisory members were appointed and attended their first meeting , Jimmy Rodriguez and Nancy Steinberg
- The Newport Highland Games are now being presented by Toby Murray (\$8,000). The “News Times” will help sponsor the event with the largest in kind donation ever offered in Newport (\$42,000)
- Fred Myer is donating all money collected from donation boxes at check out to youth programs
- Group swimming lesson sign ups sold out in February at Newport Municipal Pool
- Boot Camp and Lap Swim are happening simultaneously on Tues and Thursday nights.
- Water safety sessions(2) were completed for 2<sup>nd</sup> graders with 60 children in attendance
- The Senior Activity Center installed new cabinets with proceeds from cook books (\$2,640)
- John Baker presented a history session at the Center about Camp Adair with a trip to follow
- “Knitting for the Needy” senior center group knits hats and shawls to be given at warming shelter
- The Recreation Center is now offering 3 Zumba classes that are near full capacity
- OSU FCU donated \$500 to youth sports basketball programs
- The Recreation Center is the official weigh-in location for The Biggest Loser contest
- As of February the corporate group memberships are at 12 (previous years were 4)
- As of February. 575 (fiscal year to date) annual memberships sold, 60% increase from last year
- The Basketball program has over 1,000 players and spectators on each Saturday in February



Noble  
Professional  
Dedicated

Newport Police Department  
**Memorandum**

*One Team - One Future*

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**Date:** March 2, 2011  
**To:** Jim Voetberg, City Manager  
**From:** Mark J. Miranda, Chief of Police   
**Subject:** City Manager's Report

1. I attended the annual City-County Insurance Services (CIS) conference in Tigard. CIS is the insurance pool that covers us with Workers Compensation, auto and liability coverage. I found the conference quite informative and I appreciate the underlying theme of "safety". Risk management is something that we can all do to work towards our safety. The Department will be taking advantage of the various free trainings available. This includes on-line, video and in-person offerings. The more that we can maintain a culture of safety, the better our jobs will be.
2. The hiring process for police officer is continuing when the written test and physical ability test (OR-PAT) were administered on Saturday, February 19<sup>th</sup>. We had close to 100 applicants, 39 of which said that they would sit for the test. 31 people attended, and of those 18 passed the written test. All but one passed OR-PAT. There are also about 10 people who submitted test scores for written and OR-PAT tests taken with other agencies within the previous six months. So we have a total of 28 people ready for the next phase. That number will be whittled down to about 16 to sit for the interview portion. The oral interviews are being conducted yesterday and today. The top candidate will then go thru the background investigation process. We currently have authorization to hire one officer and will develop a list for when we can have authorization to fill the second opening.
3. Officer Tom Lekas has been chosen as the current Employee of the Quarter. The citation read, in part:

Since his employment with the Newport Police Department in February 2008, Officer Thomas A. Lekas has consistently demonstrated excellent public relations skills. He can be counted on to represent the Newport Police Department in a fair and friendly

The mission of the Newport Police Department is to consistently invest available resources toward our City's reputation as a safe place to live, work, play, learn and visit.

manner, while still routinely producing a high quantity and quality work output. He is professional, knowledgeable, respectful, and helpful at all times. Officer Lekas possesses the skills, attitude, and work ethic desirable in a police officer. He is quick to assist with any project and can be counted on to complete any task quickly and efficiently. He is always willing to assist the Department when called upon, and has assisted greatly with the maintenance of our fleet vehicles. He has taken on the roll of our Icop technician and was instrumental in establishing Icop as a vital tool for our officers' use. Officer Lekas is reliable, dependable, and always cheerful; bringing a smile to those that are around him. Members of the public and coworkers have, on several occasions, praised his friendly and professional attitude.

4. The Seafood and Wine Festival has come and gone for another year. There were no major incidents at the festival and no arrests. We did have arrests elsewhere in town to include three for Disorderly Conduct and three for DUII. The total DUII arrests for all of the local agencies was six. We do not have the total law enforcement hours for the festival computed as yet. This year nine temporary taxi permits were issued. Two other individuals who did not obtain permits were contacted and cited for violating the ordinance.

# Memorandum

To: Jim Voetberg, City Manager  
CC:  
From: Gene Cossey, Airport Director  
Date: 3/2/2011  
Re: Airport Update – February 2011

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## **Airport and FBO Operations**

Airport staff conducts daily operations including daily safety inspections, airport maintenance, fuel system inspections and maintenance, overseeing airport operations, conducting fuel sales, and assisting airport users and tenants. In January, the Airport recorded:

Operations – 510 Takeoffs and landings  
Fuel Sold:  
    Jet A               -- 5,268 Gallons  
    AV Gas             -- 746 Gallons

This month, we prepared for beginning a new fuel sales program which will provide a discount at the AV Gas Self-serve pump for customers willing to pre-pay for fuel. The program will begin in March and will be made available to everyone. We anticipate that the program will increase AV Gas fuel sales.

In order to fulfill a request from the FAA, airport staff worked with Dave White and the crew from the street department to install a road way from the ARFF access road directly to taxiway A. This road extension will provide a more direct access route for ARFF to the airfield. FAA has been notified of this improvement.

## **Airport Improvement Project – Beacon and Electrical Improvements**

Our Airport Improvement Project (AIP) was back under way during February. The tower and beacon were installed and are working perfectly. Another short hold in work will be scheduled for the last week of February and the first week of March while a new sign system regulator is being delivered. Almost all of the sign faces have been replaced and the FAA has been informed of the corrections to the dilapidated signs.

*March 2, 2011*

### **Airline Operations**

SeaPort Airlines has announced that it will continue service between Newport and Portland through the summer and into the fall of 2011. The details of a new use agreement have been worked out with SeaPort. The use agreement provides several concessions which will significantly help SeaPort reduce overall operating costs.

Passenger loads for February were 5.5% higher than loads last year, with 368 total passengers this month.

# FINANCE DEPARTMENT ACCOMPLISHMENTS

## FEBRUARY 2011

1. Interviewed 11 candidates for the position of court clerk/utility billing clerk; selected three finalists
2. Conducted “pre-meeting” of the budget committee
3. Produced semi-final, quasi-complete version of financial policy for unappropriated ending fund balance, reserves, and contingencies
4. Began work on the proposed budget; on March 1st, began distributing February year-to-date expense data along with cost center worksheets
5. Continued reducing the years of backlog in the municipal court files
6. Processed 1500 payments for water accounts prior to water bills calculation
7. created a residential water consumption report for planning (for the vacation rental research)
8. Processed 11 new business licenses.
9. Started the process for nine new business license approvals by departments
10. completed a draft of the RFP for police vehicle maintenance; city attorney reviewing
11. Survived an audit by PERS
12. Processed 19 “non-pays” for water turn off. Journeyed into the field on “water shut off” day; changed procedures for collecting “on site.” met some fascinating folks.
13. Produced monthly financial reports for departments/cost centers and City Council
14. Continued preparing for negotiations
15. Continued research into debit/credit cards
16. Continue establishing project codes
17. Continued having a wonderful time!

# Memo

To: Jim Voetberg, City Manager  
From: Derrick Tokos, Community Development Director  
Date: March 2, 2011  
Re: February Community Development Department Project Update

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Here is a summary of February activities. For context in terms of permit volumes, in calendar year 2010 the City issued 143 building permits, totaling \$46,685,750 in construction value. Building permit fees alone totaled \$303,106. The City received 76 land use applications. The number of building permits issued and land use actions received for 2010 was slightly above our 10 years average.

|      | Building Permits    | Electrical Permits | Plumbing Permits   | Construction Value | Land Use Actions |
|------|---------------------|--------------------|--------------------|--------------------|------------------|
| Feb. | 7<br>(\$5,199.78)   | 22<br>(\$2303.84)  | 2<br>(\$157.58)    | \$616,800          | 7<br>(\$2,370)   |
| YTD  | 14<br>(\$11,902.60) | 42<br>(\$4,307.36) | 12<br>(\$3,430.02) | \$1,471,400        | 8<br>(\$2,745)   |

February building activity included a new dwelling, residential and commercial remodels, a residential demolition, temporary signs, and new restrooms at South Beach State Park. The land use actions include a conditional use permit request for a vacation rental, geologic permit, minor replat, adjustment, temporary structures permit, variance, and a non-conforming use review. Most involve single family residences.

### Status of Major Construction Projects

NOAA Pacific Fleet Headquarters: Finish work in the buildings is continuing and the dock is substantially constructed. The next round of our work will be final inspections.

Port Terminal Project: Sheet pile has been installed and the SS Pasley is now fully contained. Remaining environmental mitigation measures are being put in place so that they can begin clean-up work on the ships, which could occur as early as the end of March.

Wal-Mart Expansion: Project consultants are working through public comments on their DEQ 1200-C permit application. They hope to put the project out for bid within the next week, so that they can have a contractor on board by the end of the month. Building plans have been reviewed and the permits are ready to be issued once we receive "construction values" from their consultants (so that fees can be calculated).

## **Significant Planning Projects**

Scanning of Building Permit Records: Contractor has completed scanning the City's building records, and delivery of the electronic media is due Friday, March 4<sup>th</sup>. Hardcopies of the City's records will be returned once we have had an opportunity to review contractor's work to ensure that the scans are in order. This should take a couple of weeks. IT staff will put together a building records web search tool once the information is posted to the server.

Housing Needs and Buildable Lands Study: The buildable lands assessment, stakeholder interviews, and preliminary housing needs assessment have been completed. Draft reports and maps are posted on the City's website. The Technical Advisory Committee will meet on March 3<sup>rd</sup> to review the findings of the housing needs assessment. The project is on target to be completed by the end of May. Note: Data developed with this project includes 2 and 5 foot interval GIS based contour data for the entire City (which we recently received).

Transportation System Plan Update: ODOT is managing and funding the project. A presentation was made on February 28<sup>th</sup> to a joint meeting the Newport and Lincoln County Planning Commissions. The product will be a new mobility standard for the amount of congestion allowed on the highway. The City will need to update its Comprehensive Plan and land use concessions may be required. City staff is meeting with ODOT on March 16<sup>th</sup> to discuss how the City can best position itself to leverage state funds to stretch the \$4.2 million of urban renewal funds programmed for Hwy 101 capacity improvements between now and 2020. A public open house is tentatively scheduled for April 20<sup>th</sup> at City Hall. This project will not be completed by the end of the fiscal year.

Marine Science Drive Improvements: Coordinating with stakeholders through the construction phase of the project. Construction on the roundabout has started. Discussions with the Port are ongoing regarding traffic management during peak fishing launch periods. The City has provided the Port with two traffic management concepts which they are marking-up and will distribute to the group.

Agate Beach Street and Recreation Enhancements: Three design options with cost estimates were developed based upon feedback from the initial charrette. They were presented to area land owners and businesses on February 9<sup>th</sup>. A final design and cost estimates will be delivered to the City by mid-March for distribution to stakeholders. This will inform upcoming budget discussions and decisions that will need to be made as to how and when the project will be funded.

Territorial Sea Planning Process: On February 28<sup>th</sup> the Newport and Lincoln County Planning Commissions heard a presentation from Aquamarine Power on a near shore wave energy product that they are looking to deploy along the Oregon coast, including sites adjacent to the City. A statewide planning process is underway to update the Territorial Sea Plan, and that process is nearing a point where they will be soliciting public input. Both Commissions expressed an interest in engaging in that process and the City Council can anticipate a request from the Planning Commission to that effect within the next month or so.

Formation of a Bayfront Parking District: Bayfront merchants met on March 1<sup>st</sup> to discuss moving forward with forming a parking district. A small group of business owners will meet next Tuesday to refine the plan. City staff is assisting with pulling together parking data and is preparing mailings. The objective is to get the statutory process for forming a district started by the end of March.

Coho/Brant Neighborhood Plan: This is a budgeted urban renewal project. It will map out right-of-way and needed improvements for areas west of Highway 101 from the bridge south to SE 40<sup>th</sup> Street. Staff is preparing an RFP, but will hold off on completing the document until after the March 16<sup>th</sup> meeting with ODOT staff.

Newport Local Wetlands Inventory: Mapping component has been completed. Assessment of the quality of wetland features will be wrapped up by the end of February. DSL review and approval is required. Project is to be completed by the end of April.

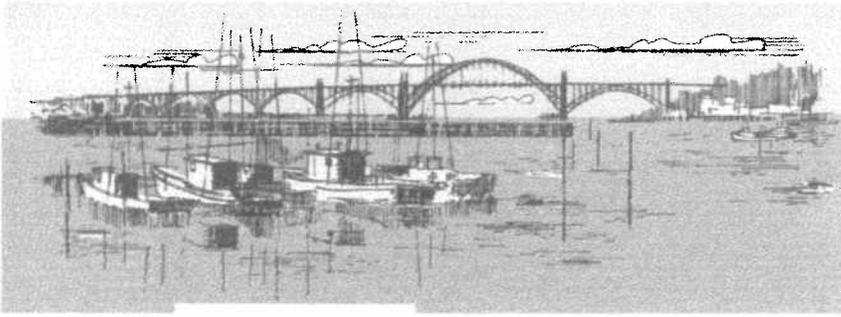
Comprehensive Zoning Code Update: Planning Commission has about 3-4 more sections to work through before the entire ordinance can be rolled into the Municipal Code. Work should be substantially complete by the end of the fiscal year.

### **Committee Work**

Planning Commission: The Commission provided a recommendation to the City Council on the Geologic Hazards Code update at its February 14<sup>th</sup> meeting. A copy of the recommendation is posted on the Community Development department website. The Council is scheduled to discuss the recommendation at a work session on April 4<sup>th</sup>, with action on the amendments possibly occurring at the April 18<sup>th</sup> Council meeting.

Parking Districts: Nye Beach has prioritized projects that they would like to complete, and City staff is preparing cost estimates for consideration during budget discussions. An advisory committee for the City Center district was just formed and has yet to hold a meeting.

Bike/Ped Committee: Focusing in on sharrow markings as their top priority for the coming year. Lynne Mutrie with the Oregon Safe Routes to School Program will be at their next meeting to discuss the possibility of getting program started out on the coast. The meeting will be held on March 8<sup>th</sup> at 5:30 pm at the Newport Recreation Center.



**NEWPORT FIRE DEPARTMENT**  
245 NW 10TH STREET  
NEWPORT, OREGON 97365  
(541) 265-9461  
FAX: (541) 265-9463

OFFICE OF Fire Prevention

# MEMO

To: City Manager Jim Voetberg  
Re: Monthly Activities

Within the past month final operations for putting aerial (Truck 2) into service continues. Fire operations are complete however there are many nuts and bolts for holding brackets containing all the necessary tools and equipment that will be housed within.

Another apparatus that is new to the department Beach (Rescue 17) is also being outfitted to place into service and retire our old beach rig which is a 1973 Chevrolet pick-up. This new vehicle is a 2007 Humvee (State Forestry Surplus) costing the city \$770.00. What is needed to put it into service will be paint and communications.

The volunteers were very busy during the past month preparing for the Seafood and Wine Festival which took place this last weekend. The department provides the emergency medical services required for the event and in return the committee provided the space needed for the volunteers to house their booth which serves lobster gumbo. Early reports are that it was right on par with last year which was a record breaker.

Volunteer training continues weekly and includes medical as well as fire operations for all personnel.

The volunteer's annual banquet is scheduled for Friday March 18<sup>th</sup> at the Best Western.

Toby Cole Assistant Chief  
Newport, Fire Department  
[t.cole@thecityofnewport.net](mailto:t.cole@thecityofnewport.net)  
[www.thecityofnewport.net](http://www.thecityofnewport.net)

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# Memo

**To:** Jim Voetberg, City Manager City Council  
**From:** Timothy Gross, Senior Project Manager  
**Date:** March 7, 2011  
**Re:** Capital Projects Status Update

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## **SW Naterlin Drive Sidewalk and Bicycle Improvements**

Project was advertised on Wednesday, February 23, 2011. Bids will be opened Thursday, March 17, 2011.

## **Nye Beach Local Flooding/Nye Creek Watershed Assessment**

City staff and DEA are preparing a presentation for the Public Hearing scheduled for Monday, March 21, 2011 on storm water issues and the flooding in Nye Beach.

## **South Beach Transportation Improvement Project**

Progress on the project was slow this week due to the Wine and Seafood Festival. The Contractor is preparing the grade for the round-a-bout and is installing storm drainage swales and perforated pipe. Sub-grade for the multi-use path is being prepared. The contractor will be installing curb for the round-a-bout within the next two weeks. The next stakeholder project meetings are tentatively scheduled for March 3<sup>rd</sup>, 17<sup>th</sup> & 24<sup>th</sup>, 2011.

## **Hwy 101 Sanitary Sewer Repairs Between NE 12<sup>th</sup> & 13<sup>th</sup> Streets**

The sewer has been installed and paving should be completed between Thursday, March 3<sup>rd</sup> and Monday, March 7<sup>th</sup>, weather permitting.

## **Sanitary Sewer Backup Repair – NW Thompson Street Alley Between NW 15<sup>th</sup> & NW 16<sup>th</sup> Streets**

Please see the attached memo describing the sewer back-up. City staff is planning to replace the entire sewer line between 15<sup>th</sup> & 16<sup>th</sup> Streets. The backed up portion of the sewer was repaired by the Contractor on Thursday and the replacement starting at 15<sup>th</sup> Street and working toward 16<sup>th</sup> Street was begun Wednesday, March 2, 2011. Work on the sewer should be completed by Thursday or Friday, March 3<sup>rd</sup> or 4<sup>th</sup>, weather permitting. The alley will be repaved on or around Monday, March 7<sup>th</sup>, 2011.

## **Water Filtration Facility**

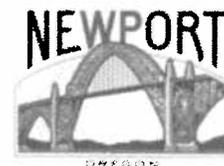
The water treatment plant is progressing on schedule and within the allocated costs. Block for the building walls is scheduled to be started the middle of March. The attachments have been provided by the Construction Manager/General Contractor (CM/GC). The schedule of activities for the next three months is attached. Also attached is a Construction Cost Tracking spread sheet that shows individual construction items.

## **Deco Park**

City staff are preparing the revised RFP to include the landscaping and the closure of the driveway on Hwy 101 per council directive received at the February 21, 2011 council meeting.

## **Coast Park**

Final plans have been received for the Coast Park Project. City staff are completing the bidding documents.



# Memo

**To:** Jim Voetberg, City Manager and City Council  
**From:** Timothy Gross, Senior Project Manager  
**Date:** February 24, 2011  
**Re:** Declaration of Emergency for Sewer Main Repair  
NW Thompson Street Alley between NW 15<sup>th</sup> & 16<sup>th</sup> Street

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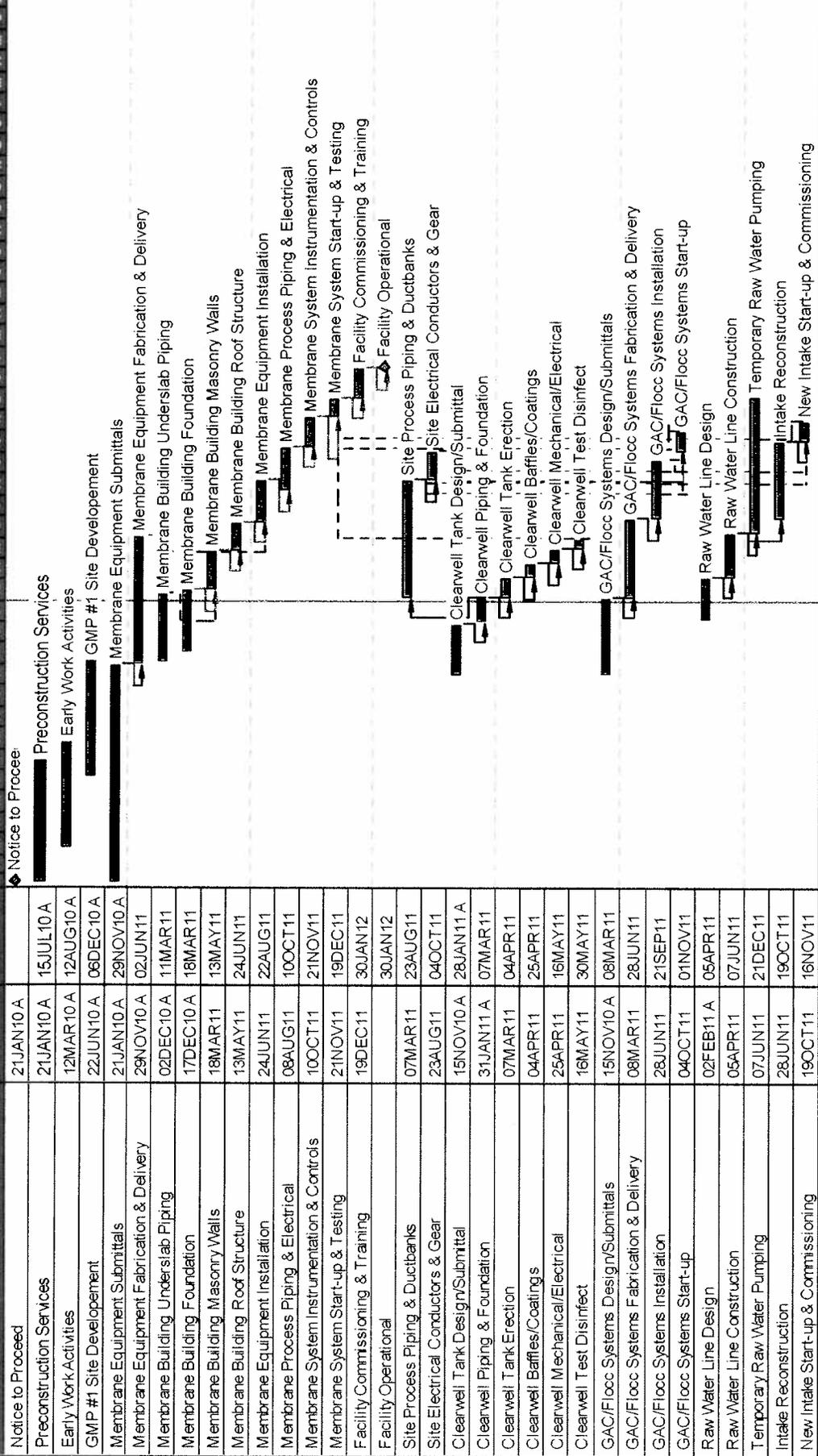
In the mid morning of February 24<sup>th</sup>, 2011 a sanitary sewer line below the alley located north of NW Thompson Street and between NW 15<sup>th</sup> & 16<sup>th</sup> Streets backed up due to roots growing through the joints in the pipe. Public Works crews responded and opened up the pipe but not before sewage flooded the lower level of 1522 NW Spring Street. Service Pro responded to clean the property.

Public Works crews televised the sewer line and discovered that most of the joints in the sewer pipe and service laterals where they connect to the sewer pipe have severe root penetration, often times growing completely across the pipe and/or service.

Central Coast Excavators has been contracted to perform the sewer repair. On Friday, February 25, 2010 the Contractor will excavate and repair the area where the main plug occurred. Beginning on Monday, February 28 through Tuesday, March 1, the contractor will replace the entire sewer pipe between 15<sup>th</sup> and 16<sup>th</sup> Streets including the services up to the property lines. Following the repair of the sewer, the City will contract with Road and Driveway Company to repave the alley.

Residents along the alley should not notice any impact to their sewer service during the repairs. Some property owners will have limited vehicle access during the work. These property owners will be notified so that other arrangements can be made to park their vehicles during the construction process.

The estimated cost to repair the sanitary sewer line and to repave the alley is \$45,000. The repairs will be paid for with the Sewer Fund. The Sewer Fund has a sufficient balance to pay for the repair.



| Description                                | Early Start | Early Finish |
|--------------------------------------------|-------------|--------------|
| Notice to Proceed                          | 21JAN10 A   |              |
| Preconstruction Services                   | 21JAN10 A   | 15JUL10 A    |
| Early Work Activities                      | 12MAR10 A   | 12AUG10 A    |
| GMP #1 Site Development                    | 22JUN10 A   | 06DEC10 A    |
| Membrane Equipment Submittals              | 21JAN10 A   | 29NOV10 A    |
| Membrane Equipment Fabrication & Delivery  | 29NOV10 A   | 02JUN11      |
| Membrane Building Underslab Piping         | 02DEC10 A   | 11MAR11      |
| Membrane Building Foundation               | 17DEC10 A   | 18MAR11      |
| Membrane Building Masonry Walls            | 18MAR11     | 13MAY11      |
| Membrane Building Roof Structure           | 13MAY11     | 24JUN11      |
| Membrane Equipment Installation            | 24JUN11     | 22AUG11      |
| Membrane Process Piping & Electrical       | 08AUG11     | 10OCT11      |
| Membrane System Instrumentation & Controls | 10OCT11     | 21NOV11      |
| Membrane System Start-up & Testing         | 21NOV11     | 19DEC11      |
| Facility Commissioning & Training          | 19DEC11     | 30JAN12      |
| Facility Operational                       | 30JAN12     |              |
| Site Process Piping & Ductbanks            | 07MAR11     | 23AUG11      |
| Site Electrical Conductors & Gear          | 23AUG11     | 04OCT11      |
| Clearwell Tank Design/Submittal            | 15NOV10 A   | 28JAN11 A    |
| Clearwell Piping & Foundation              | 31JAN11 A   | 07MAR11      |
| Clearwell Tank Erection                    | 07MAR11     | 04APR11      |
| Clearwell Baffles/Coatings                 | 04APR11     | 25APR11      |
| Clearwell Mechanical/Electrical            | 25APR11     | 16MAY11      |
| Clearwell Test Disinfect                   | 16MAY11     | 30MAY11      |
| GAC/Flocc Systems Design/Submittals        | 15NOV10 A   | 08MAR11      |
| GAC/Flocc Systems Fabrication & Delivery   | 08MAR11     | 28JUN11      |
| GAC/Flocc Systems Installation             | 28JUN11     | 21SEP11      |
| GAC/Flocc Systems Start-up                 | 04OCT11     | 01NOV11      |
| Raw Water Line Design                      | 02FEB11 A   | 05APR11      |
| Raw Water Line Construction                | 05APR11     | 07JUN11      |
| Temporary Raw Water Pumping                | 07JUN11     | 21DEC11      |
| Intake Reconstruction                      | 28JUN11     | 19OCT11      |
| New Intake Start-up & Commissioning        | 19OCT11     | 16NOV11      |

Early bar
   
 Progress bar
   
 Critical bar
   
 Summary bar
   
 Start milestone point
   
 Finish milestone point

**Slayden Construction Group Inc.  
 Newport Water Filtration Facility**

|                           |         |
|---------------------------|---------|
| Start date                | 21JAN10 |
| Finish date               | 30JAN12 |
| Data date                 | 01MAR11 |
| Run date                  | 01MAR11 |
| Page number               | 1A      |
| © Primavera Systems, Inc. |         |

Newport Water Treatment Plant  
Construction Cost Tracking

Costs through: 2/28/11  
Report Date: 3/1/11

| A<br>Item | B<br>Description                        | C<br>UM | ←←←←← BUDGET →→→→→  |                         |                    |                                 | ←←←←← ENCUMBRANCES →→→→→   |                               |                    |                        | ←←←←← COSTS →→→→→                        |                       |  |  |
|-----------|-----------------------------------------|---------|---------------------|-------------------------|--------------------|---------------------------------|----------------------------|-------------------------------|--------------------|------------------------|------------------------------------------|-----------------------|--|--|
|           |                                         |         | D<br>Project Budget | E<br>Budget Adjustments | F<br>Change Orders | G = D + E + F<br>Current Budget | H<br>Encumbrances to date* | I<br>Encumbrances to complete | J<br>Costs To-Date | K<br>Costs To Complete | L = J + K<br>Forecast Cost at Completion | M = L - G<br>Variance |  |  |
| 001-008   | Preconstruction Services                |         | 98,260.00           | 0.00                    | 0.00               | 98,260.00                       | 0.00                       | 0.00                          | 98,260.00          | 0.00                   | 98,260.00                                | 0.00                  |  |  |
| 100       | Early Work Amendment #1 Allowance       | ALL     | 225,335.74          | 0.00                    | 0.00               | 225,335.74                      | 221,995.87                 | 0.00                          | 221,995.87         | 0.00                   | 221,995.87                               | (3,339.87)            |  |  |
| 100       | General Conditions                      | MOS     | 90,000.00           | 0.00                    | 0.00               | 90,000.00                       | 90,000.00                  | 0.00                          | 90,000.00          | 0.00                   | 90,000.00                                | 0.00                  |  |  |
| 101       | GMP #1 Mobilization                     | LS      | 130,000.00          | 0.00                    | 0.00               | 130,000.00                      | 130,000.00                 | 0.00                          | 130,000.00         | 0.00                   | 130,000.00                               | 0.00                  |  |  |
| 102       | Advertising                             | LS      | 21,730.00           | 0.00                    | 0.00               | 21,730.00                       | 21,730.00                  | 0.00                          | 21,730.00          | 0.00                   | 21,730.00                                | 0.00                  |  |  |
| 103       | Reproduction Costs                      | ALL     | 12,500.00           | 0.00                    | 0.00               | 12,500.00                       | 0.00                       | 0.00                          | 0.00               | 0.00                   | 0.00                                     | (12,500.00)           |  |  |
| 104       | General Housekeeping                    | MOS     | 10,086.00           | 0.00                    | 0.00               | 10,086.00                       | 10,086.00                  | 0.00                          | 10,086.00          | 0.00                   | 10,086.00                                | 0.00                  |  |  |
| 105       | Material Hoisting/Distribution          | MOS     | 27,536.34           | 0.00                    | 0.00               | 27,536.34                       | 27,536.34                  | 0.00                          | 27,536.34          | 0.00                   | 27,536.34                                | 0.00                  |  |  |
| 106       | Temp Fencing/Barriercades/Signs         | LS      | 11,560.00           | 0.00                    | 0.00               | 11,560.00                       | 11,560.00                  | 0.00                          | 11,560.00          | 0.00                   | 11,560.00                                | 0.00                  |  |  |
| 107       | Temp Lay Down Area / Roads              | LS      | 19,921.00           | 0.00                    | 0.00               | 19,921.00                       | 19,921.00                  | 0.00                          | 19,921.00          | 0.00                   | 19,921.00                                | 0.00                  |  |  |
| 108       | Waste Management                        | MOS     | 3,000.00            | 0.00                    | 0.00               | 3,000.00                        | 3,000.00                   | 0.00                          | 3,000.00           | 0.00                   | 3,000.00                                 | 0.00                  |  |  |
| 150       | Surveying                               | ALL     | 5,000.00            | 0.00                    | 0.00               | 5,000.00                        | 5,000.00                   | 0.00                          | 5,000.00           | 0.00                   | 5,000.00                                 | 0.00                  |  |  |
| 200       | Soldier Pile Retaining Wall             | LS      | 299,500.00          | 0.00                    | 0.00               | 299,500.00                      | 299,500.00                 | 0.00                          | 299,500.00         | 0.00                   | 299,500.00                               | 0.00                  |  |  |
| 200       | Concrete Fasia                          | LS      | 176,500.00          | 0.00                    | 0.00               | 176,500.00                      | 176,500.00                 | 0.00                          | 176,500.00         | 0.00                   | 176,500.00                               | 0.00                  |  |  |
| 200       | Excavation                              | LS      | 62,100.00           | 0.00                    | 0.00               | 62,100.00                       | 62,100.00                  | 0.00                          | 62,100.00          | 0.00                   | 62,100.00                                | 0.00                  |  |  |
| 200       | Concrete Drainage Swale                 | LS      | 21,000.00           | 0.00                    | 0.00               | 21,000.00                       | 21,000.00                  | 0.00                          | 21,000.00          | 0.00                   | 21,000.00                                | 0.00                  |  |  |
| 204       | 6 Ft Vinyl Coated Chain Link Fence      | LS      | 8,900.00            | 0.00                    | 0.00               | 8,900.00                        | 8,900.00                   | 0.00                          | 8,900.00           | 0.00                   | 8,900.00                                 | 0.00                  |  |  |
| 204       | Force Main Sewer Line & HDPE Conduit    | LS      | 79,710.21           | 0.00                    | 0.00               | 79,710.21                       | 85,751.93                  | 0.00                          | 85,751.93          | 0.00                   | 85,751.93                                | 4,041.72              |  |  |
| 206       | Relocate Existing Piping at Clearwell   | ALL     | 59,107.00           | 0.00                    | 0.00               | 59,107.00                       | 87,811.93                  | 0.00                          | 87,811.93          | 0.00                   | 87,811.93                                | 28,704.93             |  |  |
| 206       | Rammed Aggregate Piers                  | ALL     | 400,000.00          | 0.00                    | 0.00               | 400,000.00                      | 287,925.70                 | 0.00                          | 287,925.70         | 0.00                   | 287,925.70                               | (112,074.30)          |  |  |
| 207       | Garage Demo                             | ALL     | 28,598.78           | 0.00                    | 0.00               | 28,598.78                       | 10,800.00                  | 0.00                          | 10,800.00          | 0.00                   | 10,800.00                                | (17,798.78)           |  |  |
| 01100     | GMP #2 General Conditions               | MOS     | 300,000.00          | 0.00                    | 0.00               | 300,000.00                      | 60,000.00                  | 0.00                          | 60,000.00          | 240,000.00             | 300,000.00                               | 0.00                  |  |  |
| 01100     | GMP #2 Reproduction Costs               | ALL     | 7,500.00            | 0.00                    | 0.00               | 7,500.00                        | 0.00                       | 0.00                          | 0.00               | 5,000.00               | 5,000.00                                 | (2,500.00)            |  |  |
| 01110     | GMP #2 General Housekeeping             | MOS     | 40,244.00           | 0.00                    | 0.00               | 40,244.00                       | 8,048.80                   | 0.00                          | 8,048.80           | 32,195.20              | 40,244.00                                | 0.00                  |  |  |
| 01115     | GMP #2 Material Hoisting/Distribution   | MOS     | 110,045.00          | 0.00                    | 0.00               | 110,045.00                      | 22,009.00                  | 0.00                          | 22,009.00          | 88,036.00              | 110,045.00                               | 0.00                  |  |  |
| 01120     | GMP #2 Temp Fence Maintenance/Signs     | LS      | 1,500.00            | 0.00                    | 0.00               | 1,500.00                        | 1,500.00                   | 0.00                          | 1,500.00           | 0.00                   | 1,500.00                                 | 0.00                  |  |  |
| 01130     | Remove and Restoration of laydown areas | LS      | 7,570.00            | 0.00                    | 0.00               | 7,570.00                        | 0.00                       | 0.00                          | 0.00               | 7,570.00               | 7,570.00                                 | 0.00                  |  |  |
| 01135     | Temporary Weather Protection            | ALL     | 15,000.00           | 0.00                    | 0.00               | 15,000.00                       | 0.00                       | 0.00                          | 0.00               | 15,000.00              | 15,000.00                                | 0.00                  |  |  |
| 01150     | GMP #2 Waste Management                 | MOS     | 12,000.00           | 0.00                    | 0.00               | 12,000.00                       | 2,400.00                   | 0.00                          | 2,400.00           | 9,600.00               | 12,000.00                                | 0.00                  |  |  |
| 02221     | Membrane Bldg Encasements               | ALL     | 7,000.00            | 0.00                    | 0.00               | 7,000.00                        | 0.00                       | 0.00                          | 0.00               | 7,000.00               | 7,000.00                                 | 0.00                  |  |  |
| 02222     | Site Piping Material                    | LS      | 84,355.00           | 0.00                    | 0.00               | 84,355.00                       | 84,355.00                  | 0.00                          | 84,355.00          | 0.00                   | 84,355.00                                | 0.00                  |  |  |
| 02223     | Site Piping Placement                   | LS      | 245,583.00          | 0.00                    | 0.00               | 245,583.00                      | 245,583.00                 | 0.00                          | 245,583.00         | 0.00                   | 245,583.00                               | 0.00                  |  |  |
| 02224     | Structural Fill Placement & Grading     | LS      | 360,389.27          | 0.00                    | 0.00               | 360,389.27                      | 360,389.27                 | 0.00                          | 360,389.27         | 0.00                   | 360,389.27                               | 0.00                  |  |  |
| 02250     | Earthwork Allowance                     | ALL     | 81,038.00           | 0.00                    | 0.00               | 81,038.00                       | 81,038.00                  | 0.00                          | 81,038.00          | 0.00                   | 81,038.00                                | 0.00                  |  |  |
| 02272     | Gravel Surfacing Allowance              | ALL     | 24,750.00           | 0.00                    | 0.00               | 24,750.00                       | 0.00                       | 0.00                          | 0.00               | 23,596.00              | 23,596.00                                | 0.00                  |  |  |
| 02950     | Landscaping Allowance                   | ALL     | 16,259.00           | 0.00                    | 0.00               | 16,259.00                       | 16,259.00                  | 0.00                          | 16,259.00          | 0.00                   | 16,259.00                                | 0.00                  |  |  |
| 03100     | Form Materials                          | LS      | 2,500.00            | 0.00                    | 0.00               | 2,500.00                        | 0.00                       | 0.00                          | 0.00               | 2,500.00               | 2,500.00                                 | 0.00                  |  |  |
| 03200     | Concrete Reinforcement                  | LS      | 44,971.00           | 0.00                    | 0.00               | 44,971.00                       | 44,971.00                  | 0.00                          | 44,971.00          | 0.00                   | 44,971.00                                | 0.00                  |  |  |
| 03300     | Concrete & Concrete Pumping             | LS      | 133,866.00          | 0.00                    | 0.00               | 133,866.00                      | 133,866.00                 | 0.00                          | 133,866.00         | 0.00                   | 133,866.00                               | 0.00                  |  |  |
| 03310     | Sidewalks                               | LS      | 160,038.00          | 0.00                    | 0.00               | 160,038.00                      | 160,038.00                 | 0.00                          | 160,038.00         | 0.00                   | 160,038.00                               | 0.00                  |  |  |
| 03320     | Membrane Bldg Concrete Placement        | LS      | 52,378.00           | 0.00                    | 0.00               | 52,378.00                       | 52,378.00                  | 0.00                          | 52,378.00          | 0.00                   | 52,378.00                                | 0.00                  |  |  |
| 03320     | Membrane Bldg Concrete Placement        | LS      | 138,917.00          | 0.00                    | 0.00               | 138,917.00                      | 138,917.00                 | 0.00                          | 138,917.00         | 0.00                   | 138,917.00                               | 0.00                  |  |  |

|       |                                       |     |               |      |      |               |              |              |              |              |               |              |
|-------|---------------------------------------|-----|---------------|------|------|---------------|--------------|--------------|--------------|--------------|---------------|--------------|
| 03300 | Cleanwell Concrete Placement          | LS  | 30,389.00     | 0.00 | 0.00 | 30,389.00     | 0.00         | 22,791.75    | 7,597.25     | 30,389.00    | 0.00          |              |
| 03350 | GAC/Flocc Concrete Placement          | LS  | 26,325.00     | 0.00 | 0.00 | 26,325.00     | 0.00         | 0.00         | 26,325.00    | 26,325.00    | 0.00          |              |
| 04200 | Masonry                               | LS  | 349,677.00    | 0.00 | 0.00 | 349,677.00    | 35,880.00    | 0.00         | 349,677.00   | 349,677.00   | 0.00          |              |
| 05211 | Steel Joists & Decking                | LS  | 182,790.00    | 0.00 | 0.00 | 182,790.00    | 0.00         | 0.00         | 182,790.00   | 182,790.00   | 0.00          |              |
| 05500 | Fabricated Metals                     | LS  | 167,393.00    | 0.00 | 0.00 | 167,393.00    | 38,775.00    | 0.00         | 167,393.00   | 167,393.00   | 0.00          |              |
| 07210 | Building Insulation                   | LS  | 7,500.00      | 0.00 | 0.00 | 7,500.00      | 0.00         | 0.00         | 7,500.00     | 7,500.00     | 0.00          |              |
| 07412 | Metal Roofing                         | LS  | 147,662.00    | 0.00 | 0.00 | 147,662.00    | 0.00         | 0.00         | 147,662.00   | 147,662.00   | 0.00          |              |
| 08110 | Metal Doors & Frames                  | LS  | 37,388.00     | 0.00 | 0.00 | 37,388.00     | 2,784.00     | 0.00         | 37,388.00    | 37,388.00    | 0.00          |              |
| 08210 | FRP Doors & Frames                    | LS  | 28,066.00     | 0.00 | 0.00 | 28,066.00     | 5,034.00     | 0.00         | 28,066.00    | 28,066.00    | 0.00          |              |
| 08322 | Overhead Doors                        | LS  | 16,675.00     | 0.00 | 0.00 | 16,675.00     | 0.00         | 0.00         | 16,675.00    | 16,675.00    | 0.00          |              |
| 08410 | Storefront Windows & Glazing          | LS  | 7,950.00      | 0.00 | 0.00 | 7,950.00      | 0.00         | 0.00         | 7,950.00     | 7,950.00     | 0.00          |              |
| 08700 | Finish Hardware                       | LS  | 22,326.00     | 0.00 | 0.00 | 22,326.00     | 0.00         | 0.00         | 22,326.00    | 22,326.00    | 0.00          |              |
| 09110 | Interior Framing                      | LS  | 15,677.00     | 0.00 | 0.00 | 15,677.00     | 0.00         | 0.00         | 15,677.00    | 15,677.00    | 0.00          |              |
| 09130 | Acoustical Ceiling                    | LS  | 11,544.00     | 0.00 | 0.00 | 11,544.00     | 0.00         | 0.00         | 11,544.00    | 11,544.00    | 0.00          |              |
| 09250 | Drywall                               | LS  | 31,353.00     | 0.00 | 0.00 | 31,353.00     | 0.00         | 0.00         | 31,353.00    | 31,353.00    | 0.00          |              |
| 09310 | Ceramic Tile                          | LS  | 5,693.00      | 0.00 | 0.00 | 5,693.00      | 0.00         | 0.00         | 5,693.00     | 5,693.00     | 0.00          |              |
| 09600 | Resilient Flooring & Base             | LS  | 3,209.00      | 0.00 | 0.00 | 3,209.00      | 0.00         | 0.00         | 3,209.00     | 3,209.00     | 0.00          |              |
| 09605 | Painting & Protective Coatings        | LS  | 105,700.00    | 0.00 | 0.00 | 105,700.00    | 0.00         | 0.00         | 105,700.00   | 105,700.00   | 0.00          |              |
| 10400 | Miscellaneous Specialties             | LS  | 12,174.00     | 0.00 | 0.00 | 12,174.00     | 0.00         | 0.00         | 12,174.00    | 12,174.00    | 0.00          |              |
| 11000 | Equipment Hoisting & Accessories      | LS  | 28,000.00     | 0.00 | 0.00 | 28,000.00     | 0.00         | 1,400.00     | 26,600.00    | 28,000.00    | 0.00          |              |
| 11062 | Chemical Submersible & Sampling Pumps | LS  | 5,200.00      | 0.00 | 0.00 | 5,200.00      | 0.00         | 0.00         | 5,200.00     | 5,200.00     | 0.00          |              |
| 11063 | Floating Submersible Pump Station     | LS  | 15,800.00     | 0.00 | 0.00 | 15,800.00     | 0.00         | 0.00         | 15,800.00    | 15,800.00    | 0.00          |              |
| 11072 | Vertical Turbine Line Pumps           | LS  | 108,000.00    | 0.00 | 0.00 | 108,000.00    | 0.00         | 0.00         | 108,000.00   | 108,000.00   | 0.00          |              |
| 11075 | Vertical Turbine Can Pumps            | LS  | 146,300.00    | 0.00 | 0.00 | 146,300.00    | 0.00         | 21,545.00    | 124,755.00   | 146,300.00   | 0.00          |              |
| 11076 | Submersible Non-Clog pumps            | LS  | 11,500.00     | 0.00 | 0.00 | 11,500.00     | 0.00         | 0.00         | 11,500.00    | 11,500.00    | 0.00          |              |
| 11082 | Peristaltic Pumps                     | LS  | 69,900.00     | 0.00 | 0.00 | 69,900.00     | 0.00         | 0.00         | 69,900.00    | 69,900.00    | 0.00          |              |
| 11162 | Chemical Storage Tanks                | LS  | 59,200.00     | 0.00 | 0.00 | 59,200.00     | 0.00         | 6,618.50     | 52,581.50    | 59,200.00    | 0.00          |              |
| 11336 | GAC System                            | LS  | 326,934.00    | 0.00 | 0.00 | 326,934.00    | 0.00         | 0.00         | 326,934.00   | 326,934.00   | 0.00          |              |
| 11359 | Flocculation System                   | LS  | 109,500.00    | 0.00 | 0.00 | 109,500.00    | 0.00         | 0.00         | 109,500.00   | 109,500.00   | 0.00          |              |
| 11500 | Storage Totes                         | LS  | 11,600.00     | 0.00 | 0.00 | 11,600.00     | 0.00         | 0.00         | 11,600.00    | 11,600.00    | 0.00          |              |
| 11601 | Laboratory Accessories                | LS  | 10,500.00     | 0.00 | 0.00 | 10,500.00     | 0.00         | 0.00         | 10,500.00    | 10,500.00    | 0.00          |              |
| 11556 | Laboratory Casework & Fumehood        | LS  | 36,323.00     | 0.00 | 0.00 | 36,323.00     | 0.00         | 0.00         | 36,323.00    | 36,323.00    | 0.00          |              |
| 12500 | Furnishings                           | LS  | 2,731.00      | 0.00 | 0.00 | 2,731.00      | 0.00         | 0.00         | 2,731.00     | 2,731.00     | 0.00          |              |
| 13122 | Prefabricated Wood Building           | LS  | 40,855.00     | 0.00 | 0.00 | 40,855.00     | 0.00         | 0.00         | 40,855.00    | 40,855.00    | 0.00          |              |
| 13400 | Glass Fused Steel Reservoir           | LS  | 279,700.00    | 0.00 | 0.00 | 279,700.00    | 0.00         | 154,300.00   | 125,400.00   | 279,700.00   | 0.00          |              |
| 13400 | Install Pail Equipment                | LS  | 79,400.00     | 0.00 | 0.00 | 79,400.00     | 0.00         | 0.00         | 79,400.00    | 79,400.00    | 0.00          |              |
| 13400 | Instrumentation & Controls            | LS  | 197,506.00    | 0.00 | 0.00 | 197,506.00    | 0.00         | 0.00         | 197,506.00   | 197,506.00   | 0.00          |              |
| 14240 | Hydraulic Elevator                    | LS  | 43,750.00     | 0.00 | 0.00 | 43,750.00     | 0.00         | 0.00         | 43,750.00    | 43,750.00    | 0.00          |              |
| 15000 | Process Mechanical Installation       | LS  | 245,420.00    | 0.00 | 0.00 | 245,420.00    | 0.00         | 0.00         | 245,420.00   | 245,420.00   | 0.00          |              |
| 15061 | Process Mechanical Materials          | LS  | 417,815.00    | 0.00 | 0.00 | 417,815.00    | 0.00         | 0.00         | 417,815.00   | 417,815.00   | 0.00          |              |
| 15065 | Mechanical Supports                   | LS  | 71,554.00     | 0.00 | 0.00 | 71,554.00     | 0.00         | 0.00         | 71,554.00    | 71,554.00    | 0.00          |              |
| 15100 | Valves                                | LS  | 92,620.00     | 0.00 | 0.00 | 92,620.00     | 0.00         | 0.00         | 92,620.00    | 92,620.00    | 0.00          |              |
| 15900 | Fire Protection                       | LS  | 37,102.00     | 0.00 | 0.00 | 37,102.00     | 0.00         | 0.00         | 37,102.00    | 37,102.00    | 0.00          |              |
| 15400 | Plumbing                              | LS  | 129,550.00    | 0.00 | 0.00 | 129,550.00    | 0.00         | 25,910.00    | 103,640.00   | 129,550.00   | 0.00          |              |
| 15605 | HVAC                                  | LS  | 439,500.00    | 0.00 | 0.00 | 439,500.00    | 0.00         | 0.00         | 439,500.00   | 439,500.00   | 0.00          |              |
| 16000 | Electrical                            | LS  | 1,433,094.00  | 0.00 | 0.00 | 1,433,094.00  | 0.00         | 148,577.00   | 1,284,517.00 | 1,433,094.00 | 0.00          |              |
| 17000 | Intake Mechanical                     | LS  | 297,612.00    | 0.00 | 0.00 | 297,612.00    | 0.00         | 0.00         | 297,612.00   | 297,612.00   | 0.00          |              |
| 17200 | Electrical Creek Crossing             | ALL | 128,289.00    | 0.00 | 0.00 | 128,289.00    | 0.00         | 0.00         | 128,289.00   | 128,289.00   | 0.00          |              |
| 17300 | Raw Water Line Replacement            | ALL | 200,000.00    | 0.00 | 0.00 | 200,000.00    | 0.00         | 0.00         | 200,000.00   | 200,000.00   | 0.00          |              |
| 20000 | Owners Contingency                    | LS  | 260,252.00    | 0.00 | 0.00 | 260,252.00    | 0.00         | 0.00         | 260,252.00   | 260,252.00   | 0.00          |              |
| 20002 | GMP #1 Fee                            | LS  | 102,672.45    | 0.00 | 0.00 | 102,672.45    | 0.00         | 0.00         | 102,672.45   | 102,672.45   | 0.00          |              |
| 20003 | GMP #2 Fee                            | LS  | 633,100.00    | 0.00 | 0.00 | 633,100.00    | 0.00         | 0.00         | 633,100.00   | 633,100.00   | 0.00          |              |
|       | Totals                                |     | 10,940,609.79 | 0.00 | 0.00 | 10,940,609.79 | 8,803,534.50 | 1,761,720.57 | 3,036,992.29 | 7,525,863.78 | 10,565,255.07 | (375,354.72) |

\* Enclosed are the schedule of values for the project. The schedule of values is a summary of the project costs and is not intended to be a contract document. It is subject to the terms and conditions of the contract documents.

**CITY OF NEWPORT, OREGON**

**REQUEST FOR PROPOSALS**

**ADVERTISING AND MARKETING SERVICES**



**SUBMIT PROPOSAL TO:**

**Peggy Hawker, City Recorder/Special Projects Director**

**City of Newport**

**169 SW Coast Highway**

**Newport, Oregon 97365**

**Due Date: April 20, 2011**

# **CITY OF NEWPORT, OREGON**

## **Request for Proposal Advertising and Marketing Services**

### **I. BACKGROUND**

#### **Administrative Entity**

The City of Newport is pleased to offer an exciting opportunity for a well-qualified individual or agency to submit a proposal to provide advertising services for the City over the next three years.

#### **Overview**

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

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

Newport has often been described as the most authentic city on the entire Oregon Coast. The City boasts numerous fine shops, restaurants, galleries, lodging establishments, and endless outdoor recreational opportunities.

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

## **II. RFP SPECIFICATIONS**

### **A. Goals and Objectives**

1. Create a yearlong media schedule to advertise the City and its events, to potential visitors.
2. Position the City as the premiere tourist destination on the Central Oregon Coast.
3. Work with media to increase the visitor count particularly during the shoulder and winter seasons.
4. Work within the City's advertising and marketing budget to maximize exposure at a reasonable cost.

The objective of the City, working through its Destination Newport Committee (DNC), is to award a one (1) year agreement, with two (2) one-year renewal options exercisable at the City's sole discretion.

### **B. Scope of Services**

In general, the services required involve the management and execution of marketing efforts including, but not limited to; developing and recommending an overall marketing plan, development of creative content, negotiating media buys and other services as requested by the DNC.

More specific advertising and marketing services shall include, but not be limited to, the following tasks:

1. Maintain the current brand.
2. Identify potential marketing needs of the City of Newport by analyzing available advertising media, including radio, television, newspaper, magazine, billboard, social media, etc., to determine suitable advertising media for the City. Also offer input on the current [www.discovernewport.com](http://www.discovernewport.com) site, and on-line opportunities.
3. Plan, create and prepare advertising or arrange for the planning, creating and preparing of advertising.
4. Negotiate and contract with the advertising media for space or time to obtain the most favorable terms and rates available.

5. Follow up on all services provided by media to evaluate and determine their compliance with contractual obligations.
6. Make timely payments to all persons or firms supplying goods or services in connection with the advertising program.
7. Coordinate with DNC as appropriate.

### **C. Eligible Proposers**

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

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

### **D. Source of Funds and Budget**

The source of funds for this RFP is from the City's Room Tax Fund. The overall budget figure for 2011-12 has not been established, but is anticipated to be approximately \$375,000, of which approximately \$200,000 will be earmarked to services required of this RFP and media buys.

### **E. Contract Term**

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

## F. Preliminary Schedule

| Event                             | Date           |
|-----------------------------------|----------------|
| Release of Request for Proposals  | March 9, 2011  |
| Pre-Proposal Conference           | March 23, 2011 |
| Written Questions about Proposals | March 28, 2011 |
| Proposals Due                     | April 20, 2011 |
| Proposal Award Date               | May 16, 2011   |
| Consultant Begins Work            | July 1, 2011   |

## G. Pre-Proposal Conference

A Pre-Proposal Conference has been scheduled to answer questions about this RFP on Wednesday, March 23, 2011, at 2:00 P.M., at:

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

Please RSVP to Peggy Hawker at (541) 574-0613, or e-mail: [p.hawker@newportoregon.gov](mailto:p.hawker@newportoregon.gov) to confirm your attendance.

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

## H. Deadline for Submission of Proposals

The original proposal, together with two (2) complete hard copies, plus ten (10) electronic copies on thumb drives must be received by 5:00 P.M., on Wednesday, April 20, 2011. Proposals must be sent or delivered to:

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

Timely submission of proposals is the sole responsibility of the proposer. The City reserves the right to determine the timeliness of

all submissions. Late proposals will not be reviewed. All proposals received after the deadline will be returned unopened.

**I. Proposal Requirements, Evaluation Factors, and Selection Process**

The following outlines the proposal requirements, evaluation factors, and the selection process. Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of the RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award. The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to the RFP become the property of the City and will be a public record after the selection process is completed. Each proposal must contain the following:

**1. Cover Letter for the Proposal**

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

**2. Proposer Experience**

Each proposer shall furnish a narrative supported by relevant data regarding past experience with similar projects for the firm, and for the individuals who will be assigned to work on this account.

Each proposer shall also furnish a list of up to five references/clients including names, addresses, phone numbers, and principal contacts in which the proposer has provided similar advertising and marketing services.

**3. Providing Services to Meet Goals & Objectives**

Each proposer shall furnish a narrative of how the Individual/firm will provide services to meet the City's goals and objectives.

**4. Projected Costs and Proposed Services**

Each proposer shall provide a detailed estimated matrix of costs to provide the services, with the media buys being a part of the services provided.

**J. Proposal Evaluation and Selection Process**

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

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

Proposals shall be evaluated on the following categories, scored, and ranked, and may include consideration of any or all of the listed factors at the City's discretion.

|                                                                                                                                                                     |           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Proposer qualifications, experience, and demonstrated ability                                                                                                       | 40 points |
| Quality and responsiveness of proposal to the Goals and Objectives and Scope of Service detailed in Section II of this RFP                                          | 40 points |
| Cost reasonableness, appropriateness, and necessity as compared to all other proposals to provide the services proposed within the City's annual advertising budget | 15 points |
| Potential use of local Newport providers in providing services                                                                                                      | 5 points  |

**K. Contract Award Process**

The City Council will be free to accept or reject the recommendation of the staff.

The proposer selected to perform the services outlined in this RFP will enter into an agreement, approved as to form by the City Attorney, directly with the City of Newport.

The City reserves the right to verify the information received in the proposal. If the proposer knowingly and willfully submits false information or data, the City reserves the right to reject that proposal. If it is determined that an agreement was awarded as a result of false statements, or other data submitted in response to this RFP, the City reserves the right to terminate the agreement.

### **III. GENERAL RFP AND CITY CONTRACT INFORMATION**

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

#### **A. Term**

The term of this contract shall be one year. The proposer shall state if willing to grant the City the option to extend any contract awarded hereunder for two additional periods of one year each, under the same prices, terms, and conditions. Any contract awarded pursuant to this RFP may be terminated by the City for its inconvenience effective as of any date, upon thirty days prior written notification by the City to the successful proposer.

#### **B. Budget**

Total expenditures under the first year of this contract cannot exceed the budgeted amount. No guarantee can be given that this total will be reached. However, additional services over and above the budgeted amount per year may be required should the City's advertising budget be increased.

#### **C. Laws and Policies**

In the performance of the advertising services agreement, the selected entity must abide by and conform to any and all applicable laws of the United States, State of Oregon, and the City of Newport.

#### **D. Costs Incurred by Proposers**

All costs of proposal preparation shall be the responsibility of the proposer. The City shall not, in any event, be liable for any pre-contractual expenses incurred by proposers in the preparation

and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

#### **E. General City Reservations**

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

The City reserves the right to withdraw this RFP at any time without prior notice. The City makes no representation that any contract will be awarded to any proposer responding to the RFP. The City reserves the right to reject any or all submissions.

If an inadequate number of proposals are received or the proposals received are deemed non-responsive, not qualified, or not cost effective, the City may, at its sole discretion, reissue the RFP, or execute a contract with a vendor of their choice.

The City reserves the right to reject any and all proposals and the right to waive any informality when to do so would be advantageous to the City.

#### **F. Termination**

Any contract awarded pursuant to this RFP may be terminated by the City for its convenience effective as of any date, upon 30 days prior written notification by the City to the successful proposer.

### **IV. PROPOSER'S CONTACT FOR INFORMATION**

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

**Peggy Hawker, City Recorder/Special Projects Director**  
**City of Newport**  
**169 SW Coast Highway**  
**Newport, Oregon 97365**  
**(541) 574-0613**  
**[p.hawker@newportoregon.gov](mailto:p.hawker@newportoregon.gov)**

All questions received after the pre-proposal conference must be addressed to Ms. Hawker in writing. Deadline for written questions is Monday, March 28, 2011.

**CITY OF NEWPORT, OREGON**

**REQUEST FOR PROPOSALS**

**TOURISM PROMOTION SERVICES**



**SUBMIT PROPOSAL TO:**

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

**Due Date: April 20, 2011**

# CITY OF NEWPORT, OREGON

## Request for Proposal Tourism Promotion Services

### **I. BACKGROUND**

#### **A. Administrative Entity**

The City of Newport is seeking a well-qualified organization to submit a proposal to provide tourism promotion services for the city over the next three years.

#### **B. Overview**

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

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

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

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

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

### **C. Source of Funds and Budget**

The source of funds for this service is from the City's Room Tax Fund. The budget figure for FY2011/2012 has not been established, but is anticipated to be between \$150,000 and \$200,000.

## **II. RFP SPECIFICATIONS**

### **A. Goals and Objectives**

The objective of this RFP is to award a one (1) year agreement, with two (2) one-year renewal options exercisable at the city's sole discretion, to an entity that will provide tourism promotion services for the City of Newport, including:

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

### **B. Scope of Services**

All services shall be provided under the direction of the Destination Newport Committee and compliment the city's advertising program. The tourism promotion services provided shall include, but not be limited to, the following tasks:

1. Visitor Information:
  - a. Visitor guide;

- b. Calendar of events;
  - c. Map/Exploring Newport – A to Z;
  - d. Information laminates – updated and distributed twice annually;
  - e. Oregon calendar of events – submit primary local events for inclusion in this publication annually;
  - f. Community tourism DVD;
  - g. Facility guide;
  - h. Responses to requests for information generated by the city’s advertising efforts. Services include manning phones during regular business hours, preparing and mailing requested information (including paying for postage that may be in the amount of up to \$30,000), and responding to e-mail requests.
2. Media Information:
- a. Media kit;
  - b. Digital photo library;
  - c. Newspaper and other articles;
  - d. Host and/or support domestic and international travel writers;
  - e. Produce regular and seasonal press releases;
  - f. Develop and maintain relationships with media;
  - g. Work with Travel Oregon and other groups on familiarization tours for journalists.
3. Visitor Web Page Maintenance. Have or develop a visitor website that supplements, but does not compete with, the Discover Newport website. Services shall include updating and maintaining both the visitor website and the Discover Newport website. At a minimum the website maintenance shall include:
- a. Calendar of events;
  - b. Photographs;
  - c. Press release page;
  - d. Group tour information;
  - e. Facility information;
  - f. Shuttle maps and business information;
  - g. Attraction information;
  - h. Business information.
  - i. Responses to e-mail and social networking
  - j. Content development as necessary to keep web-site fresh.

4. Visitor Kiosk:
  - a. Maintain 24-hour information kiosk in the city in a highly visible location;
  - b. Provide information about Newport to other regional kiosk centers.
  
5. Hospitality Training:
  - a. Develop and implement training for hospitality industry employees within the corporate limits of Newport.
  
6. Support Group and Research Tours:
  - a. Provide material and information to tour groups referred by Travel Oregon or similar organizations.
  
7. Support the Goals of the City's Destination Newport Committee:
  - a. Support all Destination Newport Committee programs;
  - b. Forward marketing opportunities to the City's contracted advertising service provider;
  - c. Participate on the Destination Newport Committee;
  - d. Fulfill Destination Newport Committee requests related to tourism or relocation marketing;
  - e. Demonstrate intimate knowledge of Newport;
  - f. Exclusive promotion of Newport only.
  
8. Value Season Promotion:
  - a. Develop programming to enhance and support tourism during the off and shoulder seasons.
  
9. Cooperative Involvement with Local, Regional, and State Visitor's Organizations:
  - a. Represent Newport at domestic and international trade and travel shows;
  - b. Work cooperatively with other agencies to attract tourists during shoulder and off seasons.
  
10. Statistical Reporting:
  - a. Conduct occupancy surveys with the lodging community and provide quarterly data;
  - b. Collect data regarding visitor's residences and how they learned of Newport;
  - c. Collect other information as requested by the city.

### C. Eligible Proposers

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

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

### D. Contract Term

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

### E. Preliminary Schedule

| Event                             | Date           |
|-----------------------------------|----------------|
| Release of Request for Proposals  | March 9, 2011  |
| Pre-Proposal Conference           | March 23, 2011 |
| Written Questions about Proposals | March 28, 2011 |
| Proposals Due                     | April 20, 2011 |
| Proposal Award Date               | May 16, 2011   |
| Consultant Begins Work            | July 1, 2011   |

### F. Pre-Proposal Conference

A Pre-Proposal Conference has been scheduled to answer questions about this RFP on Wednesday, March 23, 2011, at 3:00 P.M., at:

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

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

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

### **G. Deadline for Submission of Proposals**

The original proposal, together with ten complete copies must be **received** by 5:00 P.M., on Wednesday, April 20, 2011. Proposals must be sent or delivered to:

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

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

### **H. Proposal Requirements**

The following outlines the proposal requirements. Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of the RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award. The city reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to the RFP become the property of the city and will be a public record after the selection process is completed. Each proposal must contain the following:

1. Cover Letter for the Proposal

A cover letter must be submitted with the proposal. The cover letter should be limited to one page and must include the company name, company address,

and the name, telephone number, fax number, and e-mail address of the person(s) authorized to represent the firm on all matters relating to the RFP and any contract awarded pursuant to this RFP. A person authorized to bind the proposer to all commitments made in the proposal must sign the letter.

2. Providing Services to Meet Goals & Objectives

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

3. Proposer Experience

Each proposer shall furnish a narrative supported by relevant data regarding past experience with similar projects, and for the individuals who will be assigned to work on this project.

Each proposer shall also furnish a list of references including names, addresses, phone numbers, and principal contacts in which the proposer has provided similar services.

4. Projected Costs and Proposed Services

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

**I. Proposal Evaluation and Selection Process**

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

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

Proposals shall be evaluated on the following categories, scored, and ranked, and may include consideration of any or all of the listed factors at the city's discretion.

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

**J. CONTRACT AWARD PROCESS**

The City Council may accept or reject the recommendation of the staff.

The proposer selected to perform the services outlined in this RFP will enter into an agreement, approved by the City Attorney, directly with the City of Newport.

The city reserves the right to verify the information received in the proposal. If the proposer knowingly and willfully submits false information or data, the city reserves the right to reject that proposal. If it is determined that an agreement was awarded because of false statements, or other data submitted in response to this RFP, the city reserves the right to terminate the agreement.

**III. GENERAL RFP AND CITY CONTRACT INFORMATION**

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

**A. Term**

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

## **B. Budget**

Total expenditures under the first year of this contract cannot exceed the budgeted amount. No guarantee can be given that this total will be reached. However, additional services over and above the budgeted annual amount may be required should the city's advertising budget be increased.

## **C. Laws and Policies**

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

## **D. Costs Incurred by Proposers**

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

## **E. General City Reservations**

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

The city reserves the right to withdraw this RFP at any time without prior notice. The city makes no representation that any contract will be awarded to any proposer responding to the RFP. The city reserves the right to reject any or all submissions.

If an inadequate number of proposals are received or the proposals received are deemed non-responsive, not qualified, or not cost effective, the city may, at its sole discretion, reissue the RFP, or execute a contract with a vendor of their choice subject to compliance with the city's public contracting rules.

The city reserves the right, subject to the city's public contracting rules, to reject any and all proposals and the

right to waive any informality when to do so would be advantageous to the city.

#### **F. Termination**

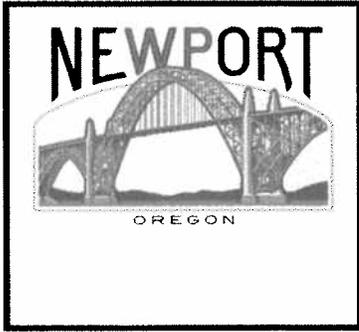
Any contract awarded pursuant to this RFP may be terminated by the city, with or without cause, upon 30 days prior written notification by the city to the successful proposer.

#### **G. Proposer's Contact for Information**

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

**Peggy Hawker, City Recorder/Special Projects Director  
City of Newport  
169 SW Coast Highway  
Newport, Oregon 97365  
541.574.0613  
p.hawker@newportoregon.gov**

All questions received after the pre-proposal conference must be addressed to Ms. Hawker in writing. Deadline for written questions is Monday, March 28, 2011.



Agenda Item # VII.A.  
Meeting Date March 7, 2011

**CITY COUNCIL ITEM SUMMARY**  
City Of Newport, Oregon

Issue/Agenda Title: Agreement between the City of Newport and the Newport Volunteer Fire Department

Prepared By: McCarthy Dept Head Approval: \_\_\_\_\_ City Mgr Approval: SV

**Issue Before the Council:**

Agreement between the City of Newport and the Newport Volunteer Fire Department

**Staff Recommendation:** Staff recommends that Council support an Agreement between the City of Newport and the Newport Volunteer Fire Department

**Proposed Motion:** No motion is prepared at this time. This item is for Council review and discussion only at this time.

**Key Facts and Information Summary:**

On May 4, 1885, the Newport Hook and Ladder Company No. 1 was declared to be an organized Fire Company for the City of Newport through Ordinance No. 21 by the Common Council of the City of Newport. For one hundred and twenty-five (125) years volunteers have continuously provided emergency response services to the residents of the city of Newport and surrounding areas.

At some point, the City created a fire department within the City structure with administrative and paid staff and organized and implemented the Newport Fire Department. The Newport Volunteer Fire Department (NVFD) is the current 501(c) 3 organization supporting the Newport Fire Department, and the City's fire prevention activities with funds and volunteers providing emergency response services. In the recent past, questions were raised by the City's insurer and City staff regarding the lack of clarity in the relationship between the City, the Fire Department and the NVFD. It is recommended that these relationships be clarified.

The attached Agreement was drafted by an attorney acting in a pro bono role for the NVFD and the City Attorney. It is currently under review and discussion by the NVFD. The Agreement clarifies the relationships between the City, the Fire Department and the NVFD. The Agreement incorporates Ordinance No. 21. It is suggested that the Agreement be adopted by an enacting ordinance (not attached). Copies of the original ordinance and a transcribed copy (as best as can be done - the original is difficult to read) are attached.

**Other Alternatives Considered:** None

**City Council Goals:** Essential Core Services: “Strengthen the working relationship between the full-time and volunteer firefighters.” By clarifying the roles and responsibilities of the City, the Fire Department and the NVFD, the Agreement will aide in strengthening the relationships among and between full-time firefighters and the volunteers.

**Attachment List:**

Agreement between the City of Newport and the Newport Volunteer Fire Department  
Ordinance No. 21 – original and transcription

**Fiscal Notes:** None

## **AGREEMENT BETWEEN THE CITY OF NEWPORT AND THE NEWPORT VOLUNTEER FIRE DEPARTMENT**

This Agreement by and between the Newport Volunteer Fire Department (the "NVFD") and the City of Newport (the "City").

### **Recitals:**

Whereas, the Newport Hook and Ladder Company No. 1 was declared to be a duly organized Fire Company in and for the City of Newport through Ordinance No. 21 by the Common Council of the City of Newport on May 4, 1885 and whose members, for one hundred and twenty-five (125) years have continuously provided Emergency Response Services to the residents of the city of Newport and surrounding areas; and

Whereas, the City, a municipality duly organized under the laws of the State of Oregon, subsequently determined the need for a fire department with administrative and paid staff and organized and implemented the Newport Fire Department; and

Whereas, the purpose of the Newport Volunteer Fire Department is to support the Newport Fire Department and the City's fire prevention activities with funds and personnel, and;

Whereas, the Newport Volunteer Fire Department and the City recognize the need and mutually desire to now clarify their relationship and their respective duties and authorities;

NOW, THEREFORE, it is agreed between the parties, each in consideration of the other, and the terms and conditions herein:

### **1. Definitions:**

- a. **Department** means the Newport Fire Department, a department of and operated by the City of Newport.
- b. **Emergency Response** means a response to incidents that threaten public safety, health and welfare, as further described in Section 3.
- c. **Emergency Response Services** means the services provided by Volunteer FireFighters in response to incidents that threaten public safety, health and welfare, as further described in Section 3.
- d. **Newport Volunteer Fire Department (NVFD)** means the non-profit Oregon corporation which is a qualified IRC Section 501(c)(3) entity, that supports the Department.

e. **Volunteer FireFighters** means those individuals that the Department has qualified to provide Emergency Response Services, as further described in Section 6.

2. Governance:

- a. The NVFD shall maintain their qualification as a nonprofit corporation under ORS Chapter 61, and shall be solely responsible for the governance of the corporation and its activities.
- b. The City shall maintain the Department, and shall be solely responsible for the Department, including but not limited to its personnel, equipment, facilities, policies, and activities.

3. Emergency Response:

- a. The City, by and through the Department, shall be responsible for managing Emergency Response and Emergency Response Services within the Department in accordance with applicable Oregon law. The Department shall provide the means to inform Volunteer FireFighters when their participation is required at an incident. The Department, by and through its Chief or his designee, shall be solely responsible for activating response by the Volunteer FireFighters.
- b. Volunteer FireFighters shall respond when called to an incident as established by Department Standard Operating Procedures (SOPs) and Department policies. Volunteer FireFighters may respond from home, work, or other locations in their own vehicles, and shall be considered to be under the control of the Department from the time of activation until their return to home, work or other point of origin.
- c. At all times while responding to an incident, Volunteer FireFighters shall be under the command of the Department and its officers, shall follow Department SOPs and other regulations and policies, and shall follow all lawful directions issued by the Department and its officers.

4. Training:

- a. The Department, by and through its Chief, may designate regularly scheduled training, and special training, and other events. At all times while attending training, the Volunteer FireFighters shall be under the command of the Department and its officers, shall follow Department

SOPs and other regulations and policies, and shall follow all lawful directions issued by the Department and its officers.

5. Newport Volunteer Fire Department: Membership, Use of City Facilities, and Compliance with Policy and Law:

- a. The NVFD shall be solely responsible for establishing written criteria for membership in the NVFD, for qualifying new members, for expelling a member, and for maintaining a roster of members.
- b. A Volunteer Firefighter may elect to apply for and be a member of the NVFD, but is not required to do so.
- c. The City and Department will provide access to the NVFD and the use of the Department's facilities for meetings of the NVFD and other events approved by the Department. All meetings held by the NVFD at City facilities will be conducted in compliance with applicable City policies. The NVFD will be solely responsible for all NVFD meetings and any and all actions by members and the governing body related thereto.
- d. The NVFD will maintain all its records in compliance with law.

6. Volunteer FireFighters:

- a. The Department shall be solely responsible for establishing rules by which a person shall qualify as a Volunteer FireFighter who is able to provide Emergency Response Services and to attend Department training, drills and authorized events. The Department shall be solely responsible for establishing disciplinary rules by which a Volunteer FireFighter, once qualified to respond to emergency incidents and/or Department training, drills and authorized events, may lose such qualification either temporarily or permanently. The Department may establish, in its sole discretion, levels or types of qualification which govern what kinds of Emergency Response or training a Volunteer FireFighter may attend, and what types of activities an individual may attempt at such emergency incidents or training, and shall keep its officers apprised of the qualifications and limitations of individual Volunteer FireFighters.
- b. The Department is responsible for updating the City's records so that Volunteer FireFighters are eligible for workers compensation when providing Emergency Response Services and engaged in Department training, drills, and authorized Department events, provided such workers compensation program is available to the City through its insurer for volunteers.

7. Command:

- a. The Department shall be solely responsible for establishing its chain of command to govern administrative functions, as well as for establishing command at an emergency incident or Department training.
- b. The Department, by and through its Chief, may designate Volunteer FireFighters as officers of the Department. Volunteer Firefighters designated as officers shall carry out such duties as are assigned by the Chief and shall have their place in the Department chain of command, and such duties, responsibilities and authority as set out in Department SOPs. Officers serve solely at the discretion of the Department.
  - i. As used herein, the term “officers” shall include ongoing appointments as “captain” and “lieutenant,” who shall have standing authorities within the Department in all Emergency Response and training activities as set forth in Department SOPs.
  - ii. As used herein, the term “officers” shall also include temporary assignments made by the Department within the “incident response system” as established by national emergency response authorities.

8. Business of the Department:

The Department is responsible for managing all business related to Volunteer FireFighters including but not limited to conducting meetings relating to the Department, Volunteer FireFighters, and Emergency Response Services, training, drills, and Department authorized events. Volunteer FireFighters will be required to attend noticed meetings. Members of the NVFD are invited, but not required to attend noticed meetings.

9. Indemnification:

- a. The Newport Volunteer Fire Department recognizes and agrees that neither the City nor the Department has any responsibility or liability for any action or inaction of the Newport Volunteer Fire Department and any NVFD officer or member thereof, including but not limited to any complaint, claim, tort claim or lawsuit related thereto. Accordingly, except as provided in subsection (b) below of this Section 8 to Volunteer FireFighters, the Newport Volunteer Fire Department will indemnify and hold harmless the City and the Department from any action or inaction by the Newport Volunteer Fire Department or any members

thereof, that gives rise to a complaint, claim, tort claim or lawsuit from such activities.

b. The City and the Department recognize that the services provided by Volunteer FireFighters are needed to support the Emergency Response efforts of the Department and such services may involve dangerous and life-threatening situations for Volunteer FireFighters. Accordingly, to the extent provided by the City's insurance, during the provision of Emergency Response Services and participation of Volunteer FireFighters in training, drills or other Department authorized events, the City will indemnify and hold harmless Volunteer FireFighters from any action or inaction by Volunteer FireFighters when Volunteer FireFighters are engaged in such activities, provided however, such action or inaction by Volunteer FireFighters is not a result of malfeasance or negligence by Volunteer FireFighters.

#### 10. General Provisions

- a. This Agreement incorporates and replaces all previous agreements, resolutions, ordinances, orders or other oral or written actions between the parties or related to the subject matter hereto. To the extent that a provision of Ordinance No. 21, dated May 4, 1885, conflicts with a provision set forth in this Agreement, the conflicting provision in Ordinance No. 21 is considered to be void and of no effect. Ordinance No. 21 is attached to this Agreement as Attachment A.
- b. Any amendment or modification to this Agreement must be in a writing signed and dated by the parties.
- c. The effective date of this Agreement is the date the Agreement is last signed by a party below.
- d. A party may assign this Agreement by written agreement with the other party.

By their authorized signatories hereunder, the parties do hereby set their hands.

Newport Volunteer Fire Department:

\_\_\_\_\_  
Meredith Savage, President

\_\_\_\_\_  
Date

City of Newport:

\_\_\_\_\_  
Mark McConnell, Mayor

\_\_\_\_\_  
Date

Witness:

\_\_\_\_\_  
Thomas Cole, Acting Fire Chief

\_\_\_\_\_  
Date

Ordinance No. 21

To Regulate[sic] and establish a fire company in and for the City of Newport,

The People of the City of Newport Do Ordain as follows:

- Sec. 1<sup>st</sup> The Newport Hook and Ladder Company No. (1) should be and is hereby declared To be a duly organized Fire Company in and for the City of Newport.
- Sec. 2<sup>nd</sup> Said Company shall consist of not less than fifteen nor more than forty members.
- Sec. 3 And said Company at their regular meeting in January of each year shall Elect such officers as their constitution and By-Laws may provide for & who shall hold their Respective offices for the term of one year and until their successors are elected and qualified, and all vacancies occurring in such offices shall be filled in such manner as the company may prescribe.
- Sec. 4 Said Company shall have power and it is hereby authorized to make and adopt all rules necessary for the proper government of its officers and members not inconsistent with Ordinances of this City.
- Sec. 5 Any officers or members of said Company who shall willfully violate any of the rules of the Company or any of the provisions of this Ordinance & or shall refuse to obey the Lawful orders of the Foreman or Assistant Foreman shall be censured suspended removed from office or expelled from the Company as their said rules may direct.
- Sec. 6 The Foreman shall in all cases of fire or alarm of fire have exclusive command of his Company & he shall inspect and keep in repair all fire apparatus Company's House public cisterns and hydrants and report to the Common Council all necessary repairs thereof and all supplies required by his Company. He shall have power to remove buildings and fences when necessary for the purpose of extinguishing a fire. He shall at the end of his term of office report to the Common Council the number of fires that have occurred within the city during the year the cause thereof and also the conditions of his company.

Passed by the Common Council of the City of Newport May 4<sup>th</sup> 1885.

Attested by  
W. S. Dufford  
City Recorder

T. R. Bayley  
President

Ordinance No 21

to Regulate a Fire Company in and for  
the City of Newport.

The People of the City of Newport Do  
Ordain as follows:

Sec 1<sup>st</sup> The Newport Hook and Ladder Compa-  
ny No 11 shall be and is hereby declared  
to be a duly organized Fire Company  
in and for the City of Newport.

Sec 2<sup>nd</sup> Said Company shall consist of not  
less than fifteen members nor more  
than forty members.

Sec 3 And said company at their regular  
meeting in January of each year shall  
elect such officers as their constitution and  
By Laws may provide for who shall hold their  
respective offices for the term of one year and  
until their successors are elected and qualify  
first, and all vacancies occurring in  
such offices shall be filled in such manner  
as the Company may prescribe.

Sec 4 Said Company shall have power and it is  
hereby authorized to make and adopt all rules  
necessary for the proper government of its officers  
and members not inconsistent with Ordinances  
of this City.

Sec 5<sup>th</sup> Any Officer or member of said company  
who shall wilfully violate any of the rules

of the company or any of the provisions of  
this Ordinance or shall refuse to obey the  
lawful orders of the Foreman or Assistant  
Foreman shall be censured suspended removed  
from office or expelled from the Company as  
this said order may direct.

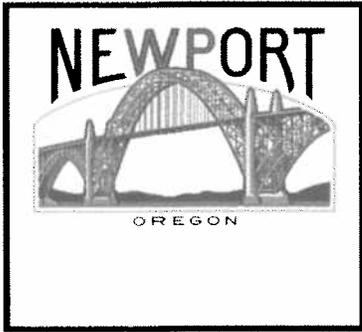
Sec 6 The Foreman shall in all cases of  
fire or alarm <sup>of fire</sup> ~~alarm~~ <sup>extinguish</sup> have command  
of <sup>the</sup> Company. He shall inspect and  
keep in repair all fire apparatus  
companies hand public systems and  
hydrants and report to the Common  
Council all <sup>emergencies</sup> ~~emergencies~~ <sup>involving</sup> ~~and~~ <sup>all</sup> supplies required  
by ~~the~~ Company. He shall have power  
to remove buildings and fences when  
necessary for the purpose of extinguish-  
ing a fire. He shall at the end of  
his term of office report to the Common  
Council the number of fires that have  
occurred during within the City during  
the year the cause thereof and also the condi-  
tions of his Company.

Passed by the Common <sup>of the City of New York</sup> Council May  
4 1882

Attested by  
W. S. Bufford  
City Recorder

J. B. Bayley  
President

Ordinance 21  
Laws of the City of New York  
1882



Agenda Item # VIII.A/B  
Meeting Date March 7, 2011

**CITY COUNCIL ITEM SUMMARY**  
City Of Newport, Oregon

Issue/Agenda Title:

Termination of Revenue Guarantee Agreement between City of Newport, the Port of Astoria and SeaPort Airlines and Authorization for Execution of Agreement between SeaPort Airlines and the City of Newport

Prepared By: McCarthy Dept Head Approval: \_\_\_\_\_ City Mgr Approval: [Signature]

**Issue Before the Council:**

Termination of the Revenue Guarantee Agreement between the City of Newport, the Port of Astoria and SeaPort Airlines (Agreement); and Authorization of Agreement between SeaPort Airlines and the City of Newport

**Staff Recommendation:** Staff recommends that Council authorize the termination of the Revenue Guarantee Agreement and the execution of the agreement between SeaPort Airlines and the City.

**Proposed Motion:**

**Motion 1: I move the Council authorize the City Manager to execute a letter to SeaPort terminating the Revenue Guarantee Agreement between the City of Newport, the Port of Astoria and SeaPort Airlines with an effective date anticipated to be March 12, 2011.**

**Motion 2: I move the Council authorize the City Manager to execute the agreement between SeaPort Airlines and the City of Newport which supports the provision of regularly scheduled airline service to the Newport Municipal Airport.**

**Key Facts and Information Summary:**

**Revenue Guarantee Agreement**

The Revenue Guarantee Agreement was signed by the parties on January 30, 2009 to provide scheduled air service to Newport and Astoria by SeaPort subsidized by federal and state grants. City staff anticipates that the subsidy for the service will be depleted on March 12, 2011. The Agreement provides that the Airline Consortium (representatives from the City of Newport, Port of Astoria and the State Aviation Board) provide SeaPort as much notice as possible of a termination of the Agreement for a lack of funding.

On February 4<sup>th</sup>, the Consortium provided SeaPort with oral notice of the anticipated date for depletion of grant funding for air service under the Agreement. Written notice followed shortly thereafter. Under

the Governance Agreement of the Air Consortium, the governing bodies (City of Newport and the Port of Astoria) must authorize a termination of the Revenue Guarantee Agreement. The letter attached provides written notice of termination of the Agreement effective March 12, 2011. A copy of the notice has also been provided to the Port of Astoria for review and signature.

### **SeaPort – Newport Agreement**

The City had been working with SeaPort toward the goal of continuing air service to the Newport Municipal Airport after the federal and state subsidies are depleted. The Agreement between SeaPort Airlines and the City of Newport (attached) provides SeaPort with certain rights and privileges to facilitate and support the continuation of regularly scheduled airline service to Newport. Among other things, the Agreement grants SeaPort of the Airport and counter and office space, addresses fees charged for such use and for fuel, commits SeaPort to continue promotion of its Newport flights and to use a 9 seat aircraft, and provides for insurance and other standard contract terms.

### **Other Alternatives Considered: None**

### **City Council Goals:**

Support efforts to obtain airline sustainability by conducting a marketing/passenger demand analysis; identifying cooperative partnerships for airline use/marketing; identifying alternative providers and options; and developing and implementing a marketing strategy.

### **Attachment List:**

Letter to SeaPort terminating Revenue Guarantee Agreement  
Agreement between SeaPort Airlines and the City of Newport

**Fiscal Notes:** The federal and state subsidies which have supported air service to the communities of Newport and Astoria are anticipated to end on March 12, 2011. Thereafter, air service to Newport will be unsubsidized.



**SEAPORT AIRLINES  
AND  
CITY OF NEWPORT  
NEWPORT MUNICIPAL AIRPORT**

This Agreement, made as of the date last signed by a party below, is by and between the City of Newport, a municipal corporation having its principal office at 169 SW Coast Highway, Newport, Oregon ("City") and SeaPort Airlines, Inc. having its principal office at Portland International Airport, 7505 NE Airport Way, Portland, Oregon 97218 ("SeaPort").

**Recitals:**

- A. City is the owner of an airport known as the Newport Municipal Airport ("Airport");
- B. SeaPort is engaged in the air transportation business as a scheduled air carrier and desires to use the Airport for the transportation of persons and cargo to and from Newport and destination locations and to maintain a base of operations at the Airport;
- C. City is willing to provide SeaPort with certain rights and privileges as set forth under this Agreement to facilitate and support the provision of regularly scheduled airline service to the Newport Municipal Airport; and
- D. SeaPort desires to accept the rights, privileges and responsibilities in order to provide regularly scheduled airline service to the Newport Municipal Airport.

THEREFORE, IN MUTUAL CONSIDERATION OF THE TERMS AND CONDITIONS CONTAINED HEREIN SEAPORT AND CITY AGREE AS FOLLOWS:

**ARTICLE I - GRANT OF RIGHTS**

- 1. The City grants to SeaPort and SeaPort accepts the grant of the use of the Airport, Airport Terminal counter and office space, and such other rights, all as are specifically described and set forth herein. More specifically, the City grants to SeaPort and SeaPort accepts the right, in common with others similarly authorized by the City, to use the Airport together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the Airport from time to time including, but not limited to the landing field and any extensions thereof or additions thereto, taxiways, floodlights, landing lights, beacons, control towers, signals, radio aides, and all other conveniences for flying, landings, and take off. The rights granted to SeaPort herein are those described in this Agreement.
- 2. Exercise of SeaPort's right to conduct flight operations at the Airport shall include the landing, taking-off, taxing, towing, parking, loading and unloading of aircraft operated by it as well as the SeaPort's ground support equipment.

**ARTICLE II - Airport Terminal**

1. SeaPort shall, in common with like operators similarly authorized, have the right to use joint space and facilities for use by airlines, including, but not limited to passenger loading gates, baggage claim and baggage makeup areas. SeaPort shall ensure that passenger gates are secured before and after use. Safety and security of SeaPort passengers, guests and patrons, tenants and their possessions shall be a high priority for SeaPort at all times. SeaPort will use its best efforts to help the Airport maintain a secure Airport Terminal.

2. SeaPort shall have the right to use counter and office space within the Airport Terminal in the area shown on Exhibit A. SeaPort, its employees, agents, passengers, guests, patrons, and invitees, together with its suppliers of materials and services, shall have the right to use in common with others all public areas, and facilities within and adjacent to the Airport Terminal. To help minimize counter and office rent costs, SeaPort will use its best efforts in energy conservation (e.g. keeping doors closed, lights off, shutting heaters off) that does not interfere with the normal operations of SeaPort.

### **ARTICLE III - SEAPORT OBLIGATIONS**

1. SeaPort will:

A. Use its best efforts to continue to provide regularly scheduled airline service to and from Newport Municipal Airport. In the event SeaPort determines it is no longer economically feasible for SeaPort to continue to provide such regularly scheduled airline service, SeaPort will provide the City with confidential written notice of such determination as soon as possible after reaching such determination but in no event less than thirty (30) days prior to the date such regularly scheduled airline service will end except as provided in Article VII paragraph 1

B. Provide the City with notice of any changes to the schedule and publish to the public as soon as possible its regularly scheduled flight schedule;

C. Provide a turbine powered aircraft with no more than nine (9) passenger seats for the service contemplated hereunder;

D. Use reasonable efforts to promote the service contemplated hereunder in such a way as to maximize the public awareness of the availability of the service. SeaPort will reasonably cooperate with the City's marketing efforts, which includes but is not limited to SeaPort's reasonable participation in a local marketing campaign, City's use of SeaPort's logo, ticket contributions; and

E. Provide to the City copies of all FAA, DOT and other federal or state reports and information as such are required by the respective government agency;

F. Provide a representative to meet from time to time with the City's Airport Director or such other representative as City shall designate to exchange information and discuss the parties respective obligations and rights as set forth in this Agreement. Such meeting shall take place on a reasonable basis as such meetings are requested by the City;

G. Ensure safe and timely ingress and egress for patrons and passengers of SeaPort in the Airport Terminal in a timely manner prior to scheduled flights;

H. SeaPort will use best efforts to keep areas it uses in the Airport and the Airport Terminal free and clear of rubbish, debris, and litter.;

I. Lock all airfield access locks (interior and exterior) except during SeaPort operations which includes all doors leading to airfield. The front lobby door of the Airport Terminal must be locked after regular business hours and when lobby is unattended on week-ends;

J. Except to the extent necessary to deal with any emergency situation, conduct all flight operations in accordance with Federal Aviation Administration ("FAA") regulations. Non-flight SeaPort operations will comply with current and updated City and Airport procedures. SeaPort will observe and obey rules and regulations with respect to the use of the Airport, provided however, that such rules and regulations are consistent with rules, regulations and orders of the FAA;

K. Establish fares for the flights contemplated under this Agreement. The fares will be set by SeaPort at its sole discretion at amounts intended to maximize long-term regularly scheduled airline service into the Airport and taking into consideration the effect of higher fares on passenger loads; and

L. Comply with the provisions set forth in Exhibit B.

#### **ARTICLE IV - INDEMNITY AND INSURANCE**

1. SeaPort is solely liable for any personal injury, death or loss of: i) patrons and passengers, ii) personal property and baggage belonging thereto, and iii) cargo, carried and/or delivered by SeaPort to the Airport and carried and/or delivered by SeaPort to destination cities. The City and the Airport disclaim any and all liability to passengers or any other third party with respect to the services provided by and/or the activities of SeaPort under this Agreement.

2. SeaPort will indemnify and hold harmless the City, its directors, agents and employees from and against any and all loss, damage, claim, action, or judgment for personal injury or death to persons or damage or loss to real or personal property, based on any cause of action, including but not limited to tort or contract, which may be brought against the City or any third party due to the action or inaction of the SeaPort, arising out of or in connection with this Agreement except for a loss, damage, claim, action or judgment which arises out of the sole negligence or willful misconduct of the City, its directors, agents or employees.

3. To the extent allowed under the Oregon Tort Claims Act, the City will indemnify and hold harmless SeaPort, its directors, agents and employees from and against any and all loss, damage, claim, action, or judgment for personal injury or death to persons or damage or loss to real or personal property, based on any cause of action, including but not limited to tort or contract, which may be brought against SeaPort or any third party due to the action or inaction of the City, arising out of or in connection with this Agreement except for a loss, damage, claim, action or judgment which arises out of the sole negligence or willful misconduct of the SeaPort, its directors, agents or employees.

4. SeaPort will maintain adequate public liability insurance for all activities under this Agreement and will submit certificates of insurance indicating such maintenance of

insurance of the City with the City named as additional insured on such certificates. SeaPort will provide to the City thirty (30) days prior notice of a cancellation of any insurance required herein. At a minimum, SeaPort will provide the following insurance;

- A. Commercial General Liability - \$1,000,000 Occurrence/\$2,000,000 Aggregate
- B. Auto Liability (owned/non-owned/hired autos) - \$1,000,000 per accident limit
- C. Statutory Worker's Compensation including employers liability - \$500,000 limit per person/accident & disease.

#### **ARTICLE V - TERM**

This Agreement is effective from the date of termination of Revenue Guarantee Agreement (dated January 30, 2009) to a period twelve (12) months hence. This Agreement may be renewed annually by mutual written agreement of the parties.

#### **ARTICLE VI – FEES, CHARGES and FUEL**

1. If in any month the average number of passengers for the total number of flights flown by SeaPort under this Agreement is less than six (6) persons per flight, the City will waive payment by SeaPort of fees set forth in Section 6.2.
2. If in any month the average number of passengers for the total number of flights flown by SeaPort is equal to or greater than six (6) persons per flight, the City will invoice SeaPort and SeaPort will pay to City all fees set forth in this Section 6.2 for that month. If SeaPort fails to pay any amount due the City under this Section 6.2, and the failure continues for a period of thirty (30) days from the date of any invoice, City may assess a late payment fee in the amount of twelve percent (12%) annually. If SeaPort fails to pay any amount due the City under this Section 6.2 for a period of more the sixty (60) days, the City may terminate this Agreement under Section 7.2 (B).

The following fees apply under this Section 6.2:

- A. Landing fees as established by the City.
  - B. Counter and office space. The current fee which would otherwise be charged by the City for Airport Terminal counter and office space used by SeaPort, is nine dollars (\$9.) per square feet per year. An estimated one hundred thirty (130) square feet of counter and office space are currently utilized by SeaPort.
  - C. Common area. The current fee which would otherwise be charged by the Airport for the common (Airport Terminal) area is three dollars (\$3) per square feet per year. An estimated five hundred and eight (508) square feet of common area is currently utilized by SeaPort.
  - D. Designated aircraft parking and tie-down space fees as established by the City.
3. The City may modify the fees set forth in Section 6.2 with thirty (30) days written notice to SeaPort.
  4. SeaPort will endeavor to buy a minimum of Thirty Thousand (30,000) gallons of fuel per year from the City. If SeaPort meets this minimum requirement, the City will sell fuel to

SeaPort at City's cost plus ten percent (10%). If SeaPort fails to meet this minimum requirement, the City will sell fuel to SeaPort at the City's prevailing rates less ten percent (10%).

5. Except as specifically set forth herein, SeaPort will pay such fees as negotiated between SeaPort and the City for additional services obtained from City and for the use of the Airport.

#### **ARTICLE VII - TERMINATION**

1. SeaPort may terminate this Agreement by giving City thirty (30) days written notice as set forth in Section 3.1. SeaPort may provide less than thirty (30) days written notice in the event the federal Essential Air Service program is reduced so that SeaPort is financially unable to provide services to the Airport or such services must be modified. If this situation occurs, SeaPort will provide the City with as much notice as possible.

2. Either party may terminate this Agreement by giving the other thirty (30) days advance notice if:

A. Any order, rule or regulation is issued or the taking of any action by the Federal Department of Transportation or the Federal Aviation Administration or other legislative or other government authority, except the City, which affects SeaPort's or the City's ability to perform under this Agreement;

B. A party breaches this Agreement and does not cure the breach within thirty (30) days of receiving written notice of such breach by the non-breaching party.

3. A party to this Agreement will be excused from a failure to perform in the event of a cause beyond its control, including but not limited to an occurrence of any fire, other casualty, act of God or the public enemy, floods, epidemics, earthquakes, unusually severe weather, breakdown in aircraft, strike or labor disruption or which substantially affects for a period of at least sixty (60) days that party's ability to perform hereunder. The excused party will use best efforts to resume performance under this Agreement as soon as reasonably practical.

4. Upon termination of this Agreement for any reason, SeaPort will deliver all keys to the City and surrender to City in good condition, any premises, including but not limited to Airport Terminal counter and office space. The parties expect normal depreciation and wear from ordinary use for the purpose for which the right to use the premises was granted. The City may reenter, take possession of and grant a right to use the premises to another immediately upon termination of this Agreement.

5. SeaPort may remove from the Airport, or any part thereof, all aircraft, trade fixtures, tools, machinery, equipment, materials, and supplies owned by SeaPort, subject, however, to any valid lien which the City may have thereon and provided that SeaPort repairs all damage resulting from such removal. SeaPort's exercise of this right shall be subordinate to the City's right to reenter and re-use the premises. In such instance, SeaPort shall not interfere with another airline's set-up operation.

#### **ARTICLE VIII - GENERAL TERMS**

1. Any question or controversy that arises in connection with this Agreement will be referred to the City Manager and City Attorney for resolution. If an informal resolution is unsuccessful, the question or controversy will be referred to mediation with an independent third party acting as mediator who is agreeable to both SeaPort and the City.

2. This Agreement will be governed, interpreted and construed under the laws of the State of Oregon. Any covenant, condition or provision set forth herein that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Agreement so long as such deletion does not materially prejudice either party in the covenants, conditions or provisions of the agreement. This Agreement may be modified only by written mutual agreement of the parties. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

3. The City may assign its rights under this Agreement and any part thereof with the prior written consent of SeaPort. SeaPort will not unreasonably withhold consent. SeaPort may assign such rights to any corporation with which SeaPort may merge or consolidate or which may succeed to the business of SeaPort. In the event that this Agreement is assigned to a corporation with which SeaPort merges or consolidates or succeeds to the business of SeaPort, SeaPort will provide the City with prior written notice of such assignment. In the event that City sells the Airport Terminal, City will provide SeaPort with prior written notice of such sale. All covenants, conditions and provisions of this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereof.

4. Any notice provided under this Agreement will be deemed duly given when postmarked or otherwise dated by a third party and sent by overnight delivery or certified or registered mail postage prepaid to the addresses set forth below or to such other addresses as the parties may time to time designate in writing:

If to SeaPort:  
SeaPort Airlines  
7505 NE Airport Way  
Portland, Oregon 97218  
Attn: Rob McKinney, Chief Executive Officer

If to Newport:  
City of Newport  
169 SW Coast Highway  
Newport, Oregon 97365  
Attn: Jim Voetberg, City Manager

5. This Agreement is subordinate to the provisions of any existing or future agreement between the City and United States relative to the operation or maintenance of the Airport. The Lease Agreement between the City and SeaPort dated March 5, 2009 is hereby terminated.

6. The parties do not intend to create in any other individual or entity any third party beneficiary rights. This Agreement shall not be construed so as to create such status. The rights, duties and obligations contained herein shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement.

7. The rights set forth herein are not exclusive to SeaPort. SeaPort has no greater rights to the Airport, the Airport Terminal building and other Airport areas than as specifically set forth herein. The City may elect to inspect, alter or discontinue Airport areas used by SeaPort, with prior reasonable notice to SeaPort.

By the signatures of its authorized representatives below, each party agrees to the terms and conditions set forth herein.

SEAPORT AIRLINES:

CITY OF NEWPORT:

\_\_\_\_\_  
Rob McKinney                      Date  
Chief Executive Officer

\_\_\_\_\_  
Jim Voetberg                      Date  
City Manager

## EXHIBIT B

### COMPLIANCE REQUIREMENTS

In order to assure compliance with applicable federal and state law, SeaPort agrees to comply with the provisions of this exhibit.

1. SeaPort shall comply with Title VI of the Civil Rights Act of 1964, as amended, 42 USC 2000d – 42 USC 200d-4; all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964; and other pertinent directives so that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

2. Except to the extent exempted by Federal law as applicable to the size, design, and limitations of the aircraft used, SeaPort shall comply with Title V, and Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794); the Air Carrier Access Act of 1986 (49 USC 1374 (c)); and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, Title 14, Code of Federal Regulations, Part 382, Nondiscrimination on the Basis of Handicap in Air Travel; and other pertinent directives so that no otherwise qualified person with a disability be excluded from participant in, be denied the benefits of, be discriminated against by reason of such handicap in the provision of air transportation, or otherwise be subjected to discrimination.

3. By signing the agreement, SeaPort certifies that:

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

b. 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the services provided.

4. Except to the extent exempted by Federal law as applicable to the size, design, and limitations of the aircraft used, SeaPort shall comply with the Americans with Disabilities Act of 1990 and ORS 659A.142, and all applicable regulations and rules pursuant to those laws.

5. SeaPort shall provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of the prohibitions.

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;  
(2) The policy of maintaining a drug-free workplace;  
(3) Any available drug counseling, rehabilitation and employee assistance programs;

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in providing the air service be given a copy of the statement required by paragraph 5(a).

(d) Notifying the employee that as a condition of employment supported by a federal grant, the employee will abide by the terms of the statement and notify the employer in writing of a conviction for violation of a criminal drug statute occurring in the workplace no later than five calendar days after the conviction.

(e) Notifying the City immediately upon the receipt of notice of conviction of an employee of violation of a criminal drug statute.

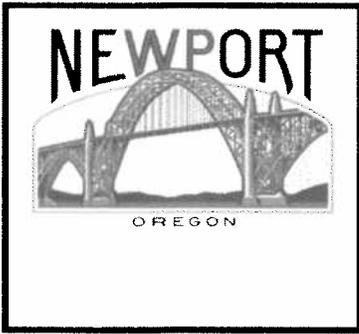
(f) Removed.

(g) Making a good faith effort to continue to maintain a drug-free workplace by complying with this section.

6. SeaPort shall sign the Certificate Regarding Debarment.

7. SeaPort shall comply with prevailing wage rates of federal law (Davis-Bacon Act, as amended, 50 USC 276a-276a5) and state law (ORS 279C.800 to 279C.870) to the extent applicable.

8. SeaPort shall furnish service on a reasonable and not unjustly discriminatory basis to all users and charge reasonable and not unjustly discriminatory prices. Nothing in this section precludes reasonable and nondiscriminatory discounts, rebates, or price reductions to volume purchasers.
9. SeaPort shall comply with all applicable federal laws, regulations, policies and orders.
10. SeaPort is an independent contractor for all purposes and not an employee or agent of the City for any purpose.
11. SeaPort shall comply with ORS 656.017 and provide required Workers' Compensation coverage unless exempt.
12. SeaPort shall require any subcontractor to comply with all provisions of this Exhibit.
13. SeaPort shall defend, indemnify and hold harmless the City and each member of the City, and their officials and employees, as to any claim arising from or relating to SeaPort's actions in providing air service, to the extent the claims do not arise from or relate to negligence or intentional misconduct by the City or its members. To the extent allowed by the Oregon Tort Claims Act, the City of Newport shall defend, indemnify and hold harmless SeaPort, its officers and directors and employees as to any claim arising from or relating to the City's actions relating to air service to the extent the claims do not arise from or relate to negligence or intentional misconduct by SeaPort.
15. SeaPort shall obtain at SeaPort's expense, and keep in effect during the term of the agreement that this Exhibit is a part of, Aircraft Liability Insurance in accordance with FAA and any other applicable regulatory requirements.



Agenda Item No. VIII.C.  
Meeting Date: March 7, 2011

**CITY COUNCIL AGENDA ITEM SUMMARY**  
City Of Newport, Oregon

Issue/Agenda Title Consideration of utilizing tourism marketing grant funds for the Friends of the Oregon Coast Aquatic Park's Half Marathon Walk/Run and 10-Mile Fun Run

Prepared By: JV/CA Dept Head Approval: \_\_\_\_\_ City Mgr Approval: 

**Issue Before the Council:** Consideration of expending \$1,300 of tourism marketing grant funds for the Friends of the Oregon Coast Aquatic Park's event to be held on September 17, 2011.

**Staff Recommendation:** The Destination Newport Committee has reviewed Friends of the Oregon Coast Aquatic Park's grant application and voted to recommend that the Council fund the request.

**Proposed Motion:** I move to approve the expenditure of \$1,300 from the Room Tax Fund, Event Start-Up Grant line item to fund the grant request submitted by the Friends of the Oregon Coast Aquatic Park for a Half Marathon Walk/Run and 10-Mile Fun Run to be held on September 17, 2011.

**Key Facts and Information Summary:** Attached to this agenda summary is the grant request submitted by the Friends of the Oregon Coast Aquatic Park for a Half Marathon Walk/Run and 10-Mile Fun Run to be held on September 17, 2011. At its meeting of September 28, 2011, the Destination Newport Committee (DNC) reviewed the application and voted to recommend the Council fund the grant request. Note the \$1,300 request covers the anticipated cost to advertise this event.

Within the adopted FY10/11 Room Tax Fund, \$25,000 was budgeted for these types of requests under the line item Event Start-Up Grants. To date, \$12,250 has been awarded leaving a balance of \$12,750.

**Other Alternatives Considered:** None

**City Council Goals:** None

**Attachment List:** Friends of the Oregon Coast Aquatic Park's grant fund application.

**Fiscal Notes:** \$25,000 was included in the FY10/11 Room Tax Fund budget for these types of requests. To date, \$12,250 has been awarded.

General Information:

Name of Applicant Organization: FRIENDS OF THE OREGON COAST AQUATIC PARK

Mailing Address: 550 SE 123<sup>rd</sup> Street City, State, Zip: , South  
Beach, OR 97366 Telephone: 541 867-

4649 Fax: E-Mail Address:

kpedersen@peak.org Principal Contact (If different from Applicant):

Katherine M. Pedersen Mailing Address (If different from Applicant):

City, State, Zip:

Telephone: Fax:

E-Mail Address:

Date(s) and Time(s) of Event: September 17, 2011 8:00am - noon

Description of Event or Activity\*: Half Marathon Walk and Run and 10-mile fun run

Nature of Event or Activity: Single Day Event  x

Multi-night local lodging event 2 days Extended calendar event.        days

Amount of Funding Requested: \$ 1,300.00

Total Event/Activity Budget: \$ 2,550

What specific marketing expenditures will the granted funds be used for? Ads will be placed in RaceCenter, Active.com and other racing websites. Printed flyers will be distributed at the Lincoln City Half Marathon and the Newport Marathon. Articles will be published in the Newport News-Times, Lincoln City, Salem, Bend and Eugene newspapers and The Oregonian. All registrants will receive racing caps with a Newport Half Marathon logo and goody bags.

List event/activity supporters or partners\*: 2010: United Grocers, Fred Meyers, TLC Federal Credit Union, Mo's, Bike Newport, Panini, Lazerquick, Pirate's Plunder, Cutting Edge Canvas, Illingworth's, Manoosh, Toujours, Queen of Hearts, Embarcardero, Subway, Café Mundo, Forinash Gallery, Fish Tails were partners or contributors. Holiday Inn Express offered participants a discount.

Applicant/organization must be a non-profit corporation. Attach a copy of the IRS determination letter.

Has applicant received funding in prior years from the city for this event/activity? If yes, when: Yes, in years 2009 and 2010

Projected Event/Activity Impact:

Describe how the event/activity will affect the Newport economy (e.g., room nights, number of visitors/attendees, restaurant sales, retail sales, etc.):\*: Sixty-eight percent of participants in the 2010 event were from locations other than Newport. Registrations increased a modest five percent from 2009 and we anticipate registrations for this year's event will also increase between five and ten percent. In addition to the advertising we have done over the past two years, this race was featured in the Nov. Dec. 2010 edition of WalkAbout which is distributed throughout the Northwest (please see attached copy, page 29).

Financial Reporting Requirements:

Please provide a proposed budget of revenues and expenditures in a form similar to the following:

| PROPOSED REVENUES |                                       |        |                  |
|-------------------|---------------------------------------|--------|------------------|
| Source #1         | Registration Fees _____               | Amount | \$5,000.00 _____ |
| Source #2         | Sponsors (\$50 each) _____            | Amount | \$1,000.00 _____ |
| Source #3         | Sponsors (in kind) _____              | Amount | \$ 500.00 _____  |
| Source #4         | _____                                 | Amount | \$ _____         |
| Source #5         | _____                                 | Amount | \$ _____         |
| TOTAL REVENUES    |                                       |        | \$6,500.00 _____ |
| Use #1            | EMT _____                             | Amount | \$ 100.00 _____  |
| Use #2            | Advertising/Marketing _____           | Amount | \$1,700.00 _____ |
| Use #3            | Aid Station Items (water, etc.) _____ | Amount | \$ 200.00 _____  |
| Use #4            | Porta Potty Rental 2 @ \$75 ea) _____ | Amount | \$ 150.00 _____  |
| Use #5            | Medals, ribbons, numbers _____        | Amount | \$ 300.00 _____  |

| PROPOSED EXPENDITURES |                                       |        |                  |
|-----------------------|---------------------------------------|--------|------------------|
| Source #1             | Registration Fees _____               | Amount | \$5,000.00 _____ |
| Source #2             | Sponsors (\$50 each) _____            | Amount | \$1,000.00 _____ |
| Source #3             | Sponsors (in kind) _____              | Amount | \$ 500.00 _____  |
| Source #4             | _____                                 | Amount | \$ _____         |
| Source #5             | _____                                 | Amount | \$ _____         |
| TOTAL REVENUES        |                                       |        | \$6,500.00 _____ |
| Use #1                | EMT _____                             | Amount | \$ 100.00 _____  |
| Use #2                | Advertising/Marketing _____           | Amount | \$1,700.00 _____ |
| Use #3                | Aid Station Items (water, etc.) _____ | Amount | \$ 200.00 _____  |
| Use #4                | Porta Potty Rental 2 @ \$75 ea) _____ | Amount | \$ 150.00 _____  |
| Use #5                | Medals, ribbons, numbers _____        | Amount | \$ 300.00 _____  |
| Use #6                | Timer _____                           | Amount | \$ 50.00 _____   |
| Use #7                | Permits/Licenses _____                | Amount | \$ 50.00 _____   |
| Use #8                | _____                                 | Amount | \$ _____         |
| Use #9                | _____                                 | Amount | \$ _____         |
| Use #10               | _____                                 | Amount | \$ _____         |
| TOTAL EXPENDITURES    |                                       |        | \$2,550.00 _____ |

REVENUES MINUS EXPENDITURES \$3,950.

As a final condition to accepting granted funds, the applicant agrees to provide the City of Newport with a final report summarizing result of the event/activity (e.g., attendance, local and regional publicity, lodging occupancy, closing revenue and expenditure report, etc.), with a detailed and verified accounting.

Date February 7, 2010



Applicant Signature

KATHERINE M. PEDERSEN

**NEWPORT URBAN RENEWAL AGENCY**  
**Follows Regular Council Meeting**  
**URBAN RENEWAL AGENCY MEETING AGENDA**

**I. Call to Order and Roll Call**

**II. Public Comments**

*This is an opportunity for members of the audience to bring to the Agency's attention any item not otherwise 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.*

**III. Consent Calendar**

*The consent calendar is an area of the meeting agenda where items of a repeating or routine nature can be considered under a single action. Any person who desires to have an item on the consent agenda removed and considered separately could make it so by merely asking.*

- A. Approval of minutes from regular URA meeting of January 18, 2011  
(Hawker)

**IV. Discussion Items and Presentations**

*Items that do not require immediate Council action, such as presentations, discussion of potential future action items*

- A. Power Point Presentation on Urban Renewal 101  
(Tokos/Ritzman)

**V. Adjournment**

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January 18, 2011  
8:32 P.M.  
Newport, Oregon

The Urban Renewal Agency of the City of Newport met on the above date in the Council Chambers of the Newport City Hall. On roll call, McConnell, Bertuleit, Brusselback, Allen, Beemer, Roumagoux, and Sawyer were present.

Staff present was City Manager Voetberg, City Recorder Hawker, City Attorney McCarthy, Community Development Director Tokos, Finance Director Marshall, Public Works Director Ritzman, and Police Chief Miranda.

### **ELECT URBAN RENEWAL AGENCY CHAIR**

MOTION was made by Brusselback, seconded by Sawyer, to elect Bertuleit as Chair of the Newport Urban Renewal Agency. The motion carried unanimously in a voice vote. MOTION was made by Roumagoux, seconded by Sawyer, to elect Beemer as Vice Chair. The motion carried unanimously in a voice vote.

### **CONSENT CALENDAR**

The consent calendar consisted of the following items:

- A. Approval of minutes from the regular meeting of December 6, 2010;
- B. Report of accounts paid for November and December 2010.

MOTION was made by McConnell, seconded by Brusselback, to approve the consent calendar as presented. The motion carried unanimously in a voice vote.

### **DISCUSSION ITEMS AND PRESENTATIONS**

Update and Discussion on the Marine Science Drive project. Ritzman reported that the contractor started last week, and is constructing trenches for conduits for electrical systems by the pathway. He noted that the contractor is working with the Chamber of Commerce in an effort to not interfere with the Seafood and Wine Festival. He reported that a contract had been worked out with the PUD for the undergrounding of utilities. McConnell reported that he had attended the last stakeholder meeting, and expects more involvement later. He complimented the newsletter that Melissa Roman is sending. A discussion ensued regarding curbing on the outside of the shoulders. Tokos will review the curbing issue and report back to the URA. Sawyer asked whether there is room for semis and delivery trucks to use the roundabout, and Ritzman noted that turning templates were used for various sizes of trucks. Bertuleit reported that Rotary may be interested in a project in the interior of the roundabout.

Ritzman reported that there was a wetland mitigation project on Ash Street in the past, and that the area has now been declared a wetland again. He noted that mitigation

is not required, but an application process is required, and the additional cost will be approximately \$50,000.

Ritzman reported that he is meeting with the consultants regarding a water and sewer project on the east side of 101 in South Beach. He discussed bike and pedestrian and utility easements, and noted that the plan is to build the project this fall. McConnell asked Bertuleit whether he owns property in the project area. Bertuleit stated that he owns 13 acres, with approximately 1,000 feet of highway frontage, at 101 and 40<sup>th</sup> Street on the west side of the highway. Ritzman reported that the sewer line on the west side of the highway has been installed, but that this project will provide a better source of water for Bertuleit's property.

### **ACTION ITEMS**

**Authorization to proceed with bidding a project to replace the Performing Arts Center roof.** Voetberg explained that the issue before the Agency is a request for authorization to proceed with bidding a roof replacement project for the Performing Arts Center. Allen requested a copy of the intergovernmental agreement between the City of Newport and the URA relative to this request. It was explained that the proposed roof replacement would cost approximately \$165,000, and this amount would include a 15% contingency for underlayment if necessary. It was noted that the project will require a future supplemental budget. A discussion ensued regarding whether this is a URA or city project, and McCarthy suggested deferring a decision until the next meeting. It was noted that the city manager could do some of the work associated with the project. It was the consensus of the Agency to bring this matter to the next meeting.

Bertuleit asked that staff review with the URA the urban renewal plan and potential projects.

### **ADJOURNMENT**

Having no further business, the meeting adjourned at 8:59 P.M.

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Margaret M. Hawker, City Recorder

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Jeff Bertuleit, Chair