



**AGENDA & Notice of Executive Session, Work Session,
Urban Renewal Agency (URA)
& Regular Meeting of the Newport City Council**

The City Council of the City of Newport will hold an executive session followed by a work session on Tuesday, July 18, 2011, at 12:00 P.M., Urban Renewal meeting at 5:30 P.M. followed by a regular Council meeting at 6:00 P.M. 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 meeting locations are 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 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.

WORK SESSION AGENDA
Tuesday, July 18, 2011 -- 12:00 P.M.
Conference Room A

- I. City Manager Updates
- II. Contractor Rules
- III. Economic Development Issue
- IV. Recreation Facility Task Force

NEWPORT URBAN RENEWAL AGENCY
URBAN RENEWAL AGENCY MEETING AGENDA
Tuesday, July 18, 2011 – 5:30 P.M.
Council Chambers

- 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 consists of items of a repeating or routine nature that are considered under a single action. Items on the consent calendar may be removed and considered separately on request.

- A. Approval of minutes from regular URA meeting of July 5, 2011
(Hawker)

IV. Discussion & Presentation

- A. South Beach Project Overview and Available Revenues
(Tokos)

V. Adjournment

REGULAR MEETING AGENDA
Tuesday, July 18, 2011 – 6:00 P.M.
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 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. Proclamations & Recognitions

- A. Geography Awareness Week August 1-7, 2011
- B. Swearing in of Lt. Malloy and Sgt. Real
(Miranda)

VI. Consent Calendar

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

- A. Approval of minutes from City Council executive session, work session and regular meeting of July 5, 2011, and June 30, 2011 special meeting (Hawker)
- B. Report of Accounts Paid- June 2011 (Marshall)
- C. Police and Fire Department Monthly Reports - June 2011 (Miranda/Cole)

VII. Officer's Reports

- A. Mayor's Report
- B. City Manager's Report
 - 1. Suggestion/Concern/Complaint Form

VIII. Discussion Items and Presentations

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

- A. Summary of Celtic Festival 2011 (Protiva)

7:00 P.M.

IX. Public Hearings

X. 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. Geological Hazards Ordinance (Tokos)
- B. 1st Street Vacation Ordinance (Tokos)
- C. Adoption of Council Rules (Hawker)
- D. Resolution to formalization Non-Profit Funding Task Force (Hawker)

E. Resolution accepting the annual DLCD Coastal Management Grant
(Tokos)

F. Contract Award for PAC
(Gross)

G. Award of Contract for Police Vehicle Maintenance
(Marshall)

XI. **Council Reports and Comments**

XII. **Public Comment**
(Additional time for public comment – 5 minutes per speaker)

XIII. **Adjournment**

RESOLUTION NO. 3554

A RESOLUTION ESTABLISHING A
RECREATION FACILITIES MANAGEMENT REVIEW TASK FORCE
FOR THE CITY OF NEWPORT

FINDINGS:

1. The City of Newport has several recreational facilities including the Recreation Center and Swimming Pool; and
2. The City Council of the City of Newport has discussed the concept of contracting for recreational facility management; and
3. The City Council has directed staff to initiate the process of establishing a task force to study this matter.

NOW, THEREFORE, THE CITY OF NEWPORT RESOLVES:

Section 1. The City Council creates a Recreation Facilities Management Review Task Force that will be comprised of five or seven members.

Section 2. The Task Force will be responsible for studying the feasibility of the City of Newport contracting with a private or non-profit entity for the operation of the city's recreational facilities.

Section 3. The Task Force will be responsible for completing this task by January 15, 2012 to allow for appropriate budgeting in the 2012/2013 budget.

Section 4. The Recreation Facilities Management Review Task Force will be responsible for forwarding recommendations to the City Council for approval.

Section 5. This resolution shall be effective immediately upon passage.

Adopted by the Newport City Council on _____, 2011.

Signed on _____, 2011.

CITY OF NEWPORT

Mark McConnell, Mayor

ATTEST:

Margaret M. Hawker, City Recorder

July 5, 2011
5:30 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, Brusselback, Allen, Beemer, Roumagoux, Bertuleit, and McConnell were present. Sawyer was excused.

Staff present was City Manager Voetberg, City Recorder Hawker, Community Development Director Tokos, Public Works Director Ritzman, Melissa Roman, Engineering Technician, and Police Chief Miranda.

CONSENT CALENDAR

The consent calendar consisted of the following item:

- A. Approval of minutes from the June 20, 2011 regular URA meeting.

MOTION was made by Brusselback, seconded by Beemer, to approve the consent calendar as presented. The motion carried unanimously in a voice vote.

DISCUSSION AND PRESENTATION

Bertuleit -asked that time be reserved for a discussion with South Beach property owners.

Marine Science Drive Progress PowerPoint. Tokos and Roman appeared before the URA to discuss the South Beach Transportation Improvement project. It was reported that the project is substantially complete. Tokos reported that the project scope included the realignment of Pacific Way; a new entry at the Rogue Brewery; a roundabout; multi-use path; South Jetty Trail; landscaping and lighting; gravel shoulders north and west; and drainage improvements; undergrounding of utilities; Marine Science Drive pavement overlay; paving of Abalone Street; paving of the remaining portion of Pacific Way; and gravel parking on the south and east sides. Tokos reviewed the project budget. A discussion ensued regarding the reasoning for the reduction of the of the Port's contribution from \$50,000 to \$15,000. Tokos noted that the Port also donated right-of-way and construction easements valued at \$138,200. He reviewed the work yet to be completed which includes the installation of the remaining truncated domes; landscaping of islands at the Rogue Brewery after the expansion is complete; a street light at Abalone and Pacific; street lights under the bridge; a right-of-way conveyance; and completion of punch list. Tokos reported that the landscaping is essentially installed but the contractor is responsible, for some time, to assure survival of the landscaping. He noted that the landscaping in the right-of-way is the city's responsibility. McConnell asked about directional signage between the end of the South Jetty Trail to the state park and the Aquarium and HMSC.

Tokos asked for input on an official ribbon cutting. It was noted that the new entry at the Rogue Brewery lends itself to a ribbon cutting event. It was suggested that a ribbon

cutting could be done in conjunction with the grand opening of NOAA. It was agreed to hold the ribbon cutting on August 20, 2011 at 9:00 A.M. Council congratulated and thanked staff on the completion of this project.

South Beach Property Issues. Bertuleit reported that he and Beemer had met with some South Beach property owners and were told about issues important to the development of this area. Beemer stated that he has a number of friends who own properties/businesses in South Beach, and they have chatted with him about what is on the horizon for the South Beach URA improvements. He added that he and Bertuleit had listened to the groups thoughts and priorities, and that the main concern is drainage in the area around the west side of Highway 101, in the area of South Shore, that looks like the tide is in all the time because of beavers, nutria, and non-functional drains. McConnell asked whether state parks need to be involved in the drainage. A discussion ensued regarding the project and funding. Ritzman explained that there are two projects; one is to enlarge the culvert, and the other is to connect the drainage basin with the next one to the south. He added that this will be easy to do when the highway is widened. Allen asked which phase of the URA plan contains this project, and it was noted that it is included in phase three. Ritzman reported that he is meeting with ODOT on alternate mobility standards which would require widening to approximately 62nd Street. Allen asked whether something has changed that would make this project a greater priority. Beemer stated that the matter is here because the people in South Beach indicate that this is their highest priority. Allen noted that there was a lot of community outreach when the plan was adopted, and asked whether this issue was brought up during the plan adoption, and whether there is new information that would make it a greater priority. Beemer noted that the people who have talked to him are not meeting goers, and that he can tell them they had a chance for input during the plan adoption. Allen noted that there may be folks who feel just as strongly about phase one and two projects. Bertuleit stated that there is supposed to be flexibility if something were to come up that would allow projects to be shifted. Allen stated that there would be procedural requirements before any adjustments could be made. He added that he would like to give the public more opportunity to comment on whether a change is warranted. Tokos noted that a first meeting could contain a general overview of where things stand now. He added that this would allow broader public engagement and strategy could be discussed. Brusselback asked whether phases were determined by public pressure or through URA discussion. Bertuleit noted that recently URA monies have been spent on properties that are not subject to taxes. Tokos stated that he would report on phases and funding on July 18, 2011, at 5:30 P.M.

ADJOURNMENT

Having no further business, the meeting adjourned at 6:06 P.M.

Margaret M. Hawker, City Recorder

Jeff Bertuleit, Chair

Memo

To: Newport Urban Renewal Agency

From: Derrick Tokos, Community Development Director 

Date: July 14, 2011

Re: Overview of South Beach Urban Renewal Plan Projects and Funding

Enclosed is a copy of the seventh amendment to the South Beach Urban Renewal Plan and Report. It is the latest amendment to the Urban Renewal Plan and describes the approved projects, phasing, projected revenues and debt service obligations.

At the July 18, 2011 Urban Renewal Agency meeting staff will be prepared to discuss projects that have been completed, are in the process of being closed out, or are budgeted for the current fiscal year. We will also be prepared to talk about near term amendments, and available funds for future projects.

Table V-2 on page 13 of the document projects revenues, debt service, and other expenditures. It was revised to account for the NOAA development and is still reliable in terms of the projected dates for when the district will be able to incur additional debt for projects (i.e. 2014-2015 for Phase II projects and 2019-2020 for Phase III work). Staff will be happy to discuss this further as well.

CITY OF NEWPORT
MINOR AMENDMENT SEVEN TO THE SOUTH BEACH URBAN
RENEWAL PLAN AND REPORT

Exhibit A, City of Newport Resolution No. 2010-6

November, 2010

Consultants:

The Benkendorf Associates Corp.
909 SW St. Clair, Suite 9
Portland, Oregon 97205

Johnson Reid, LLC
319 SW Washington, Suite 1020
Portland, Oregon 97204

MINOR AMENDMENT VI URBAN RENEWAL PLAN & REPORT

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Amendment VNewport Urban Renewal Agency
Lincoln County CommissionFebruary 2, 2009
January 14, 2009

The purpose of Substantial Amendment V was to reduce or eliminate the blighted conditions in the district and extend the effective period of the plan from 2010 to 2020. The blighted conditions in the district include:

- Sub-Standard street improvements, rights of way and traffic signalization and management.
- Incomplete pedestrian/bicycle circulation systems and Tsunami evacuation routes.
- Inadequate water storage capacity and distribution lines.
- Under sized or absent sanitary sewer collection service lines.
- Incomplete winter storm water management systems
- Inadequate neighborhood recreation facilities and open space.

New projects were identified based on more recent planning and engineering plans. A new revenue forecast, revenue bond strategy and phased implementation program was prepared.

Amendment VI

(Minor) Newport Urban Renewal Agency

May 3, 2010

Revised the phasing and financing of the projects in Substantial Amendment 5 to improve ingress and egress to the new NOAA Pacific Marine Operations Center and adjacent existing attractions. The amendment also included revisions to the tax increment revenue forecast, as well as a new schedule of existing debt service obligation resulting from refinancing said debt.

II. URBAN RENEWAL REPORT MINOR AMENDMENT VII

The South Beach Urban Renewal Plan includes funds for neighborhood park and open space site acquisition. On March 22, 2010, the Newport City Council identified the acquisition of a natural coastal gully and foredune area adjacent to South Beach State Park as a high priority need in the City of Newport. The property is roughly 2.5 acre in size and includes portions of Blocks 7, 8, 10, 11 and 15 of the Waggoner's Addition to South Beach subdivision.

A portion of the property, identified as Lots 7 through 9, Block 7 Waggoner's Addition to South Beach, is available for sale. The City applied for an Oregon Parks and Recreation Department grant to purchase the property; however, that application was unsuccessful.

In a public meeting on September 7, 2010, the Newport Urban Renewal Agency met to discuss acquisition of the property and directed staff to pursue the acquisition of the above referenced lots. At that time, the Urban Renewal Agency advised the public of its intent to adopt Minor Amendment 7 to facilitate the acquisition. Minor Amendment 7 adds acquisition of the gully and foredune area as an acquisition priority for all three Urban Renewal Plan Phases. Cost estimates for parks and open space acquisition for each phase are as they were established with Minor Amendment 6. The amendment and related information was made available to the public via the City's website prior to the City's action.

III. RELATIONSHIP BETWEEN THE PROJECTS TO BE UNDERTAKEN WITH THE AMENDMENT AND THE EXISTING CONDITIONS IN THE AREA

The physical and economic conditions described in the original Environmental Assessment and the Supplemental Report have improved within the past twenty-five (25) years. However, many areas remain deficient relative to vehicular and pedestrian circulation, utility services, especially storm water management, and public recreation and open space.

As summarized in Section II of this plan amendment, the Urban Renewal Plan identifies a need for neighborhood park and open space sites in the South Beach area. This amendment identifies the 2.5 acre natural coastal gully and foredune site adjacent to South Beach State Park as an acquisition priority and authorizes the expenditure of urban renewal funds for that purpose.

A. PROJECT PHASES

The projects proposed to implement the South Beach Urban Renewal Plan are organized into three phases consistent with Substantial Amendment 5.

1. Phase 1 – 2009/12

The 2.5 acre natural coastal gully and foredune area adjacent to the South Beach State Park is listed as an acquisition priority. A total of \$350,000 is programmed for acquisition projects during this plan phase.

2. Phase 2 – 2013/16

The 2.5 acre natural coastal gully and foredune area adjacent to the South Beach State Park is listed as an acquisition priority. A total of \$200,000 is programmed for acquisition projects during this plan phase.

3. Phase 3 – 2017/20

The 2.5 acre natural coastal gully and foredune area adjacent to the South Beach State Park is listed as an acquisition priority. A total of \$200,000 is programmed for acquisition projects during this plan phase.

B. PROJECTS AND COST ESTIMATES

1. Phase 1 – 2009/12

PUBLIC RIGHTS OF WAY	Cost Estimate	URA Portion
Streets		
Ash St. Design & Construct	425,000	425,000
Coho/Brant Area – Plan and Design	70,000	70,000
Coho/Brant Area – Construct	850,000	850,000
SE 35 th & Ferry Slip Road	464,000	390,000
Marine Science Dr.	2,304,000	1,138,000
Realign Rogue & 25 th	448,000	448,000
Pacific Way Improvements	251,000	251,000
Sidewalks		
OSU Dr. to Marine Sc. Dr.	70,000	0
OSU Dr. (Abalone to Ferry Slip)	67,500	67,500
Acquisition		
TSP Projects - right of way	500,000	
350,000		
UTILITIES		
Water		
Hwy 101 – 40 th to 50 th	320,000	320,000
Sanitary Sewer line-same ROW	300,000	300,000
PUBLIC AMENITIES		
Neighborhood Park/Open Space Site		
Acquisition (OPRD grant \$150,000),		
including the 2.5 acre coastal gully		
& foredune site adjacent to		
South Beach State Park	500,000	350,000
ACQUISITION/DEVELOPMENT	0	0
COMMUNITY IMPROVEMENT PROGRAMS	0	0
SPECIAL PROJECT IDEAS		
Wetland Planning/Mitigation Bank	200,000	200,000
Trails – easement acquisitions	100,000	100,000
South Jetty Trail	317,000	317,000
Total:	\$6,986,500	\$4,761,500
Revenue Estimate (7.1% growth)		\$4,774,000

2. Phase 2 – 2013/16

PUBLIC RIGHTS OF WAY	Cost Estimate	UR Portion
Streets		
35 th St. – 101 to Ferry Slip Road	\$750,000	\$750,000
Commercial Street Prototype		
Anchor Way 35 th to 40 th	750,000	750,000
40 th & 101 Traffic Signal	506,000	0
(Offer SDC Credit as alternative)		
Sidewalks		
OSU Dr./Abalone (Moved to Ph. 1)	0	0
Ferry Slip Rd (29 th to SE OSU Dr.)	91,000	91,000
Acquisition/Development		
TSP Projects - right of way	250,000	250,000
Existing Street/ROW improvements including: paving, storm water, pedestrian/bicycle paths and landscaping	350,000	350,000
UTILITIES		
Sewer		
101 Gravity line south to Airport	1,000,000	1,000,000
Utility Lines		
Bury existing/new lines underground	300,000	300,000
PUBLIC AMENITIES		
Neighborhood Park Development	350,000	350,000
Neighborhood Park/Open Space		
Acquisition, including the 2.5 acre coastal gully & foredune site adjacent to South Beach State Park	200,000	200,000
ACQUISITION/DEVELOPMENT		
Strategic Site Acquisition for Re-Use	250,000	250,000
Site Prep for Re-Use	100,000	100,000
Strategic Site Acquisition for Economic Development, Community Facilities and Affordable Housing	500,000	500,000
SPECIAL PROJECT IDEAS		
South Jetty Trail (Moved to Phase 1)	0	0
Tsunami Evacuation Route		
Improvements	200,000	200,000
Wetland Mitigation Bank	100,000	100,000
Total:	\$5,547,000	\$5,191,000
Revenue Estimate (7.1% growth)		\$5,370,000

3. Phase 3 – 2017/20

PUBLIC RIGHTS OF WAY	Cost Estimate	UR Portion
Streets		
50 th & 101 Intersection Improvements	\$1,450,000	\$1,450,000
Sidewalks		
Abalone St. (OSU Dr. to 101)	100,000	100,000
35 th St. (Ferry Slip to Estuary turn)	337,500	200,000
Acquisition/Development	250,000	250,000
Existing Street/ROW improvements including: paving, storm water, pedestrian/bicycle paths and landscaping	846,000	846,000
UTILITIES		
Water		
12" Bay Under-crossing Pipeline	995,000	795,000
King Ridge Reservoir (15% of Cost)	196,200	196,200
Sewer		
Henderson Creek Piping	280,000	280,000
Henderson Creek Lift Station	323,000	323,200
Storm		
Project 5a – Redirect Drainage	1,480,000	1,480,000
Utility Lines		
Bury existing/new lines underground	200,000	200,000
PUBLIC AMENITIES		
Landscape		
Street Tree and Public Open Space Planting	100,000	100,000
Street Furniture	50,000	50,000
Gateway to South Beach Neighborhood Park/Open Space Acquisition, including the 2.5 acre coastal gully & foredune site adjacent to South Beach State Park	700,000	100,000
	200,000	200,000
ACQUISITION/DEVELOPMENT	0	0
COMMUNITY IMPROVEMENT PROGRAMS		
Fund Storefront Facade Loan/Grant Program	100,000	100,000
SPECIAL PROJECT IDEAS		
Trails – Acquire and Develop Tsunami Evacuation Route Improvements	300,000	300,000
Wetland Mitigation Bank	200,000	200,000
	100,000	100,000
Total:	\$8,070,200	\$7,270,200
Revenue Estimate (7.1% growth)		\$7,360,000
Grand Total for Phases 1 through 3 Projects		\$17,678,700

C. ESTIMATED COMPLETION DATE

The projects planned to be accomplished within the next ten years are expected to be awarded no later than December 31, 2020 and completed in a timely manner. The projects are divided in to three phases. The agency may adjust the design and construction of specific projects depending on the needs of the community and the urban renewal district as a whole.

- Phase 1 2009-2012
- Phase 2 2013-2016
- Phase 3 2017-2020

The three phases will enable the agency to plan and implement the financial plan in Section V.

A. ANTICIPATED TAX INCREMENT FUNDS

As stated in Oregon Revised Statutes Chapter 457 (ORS 457), tax increment funds are anticipated from growth in assessed value within the Area over the course of the Plan. Growth in assessed value is projected to occur through appreciation in property values (“appreciation percentage”), limited to no more than three percent annually, and through changes in property that add value that are “excepted” from the three percent limit. Such “exception value” results from factors such as subdivision or rezoning of land and from construction of improvements.

Table V-1 shows the projections of growth in tax increment funds. The table shows total expected tax increment revenue. The projections are based on reasonable expectations of near-term future development and have been prepared utilizing conservative assumptions about residential and commercial development that are likely to occur in the South Beach Urban Renewal District. The projections assume average annual growth of 7.1%, the average growth rate in the South Beach Urban Renewal District (SB-URD) from 2009 to 2027. The growth rate assumes a temporary 75% reduction due to the current residential development slowdown. The projections also assume a tax collection rate of 94.2%.

**Table V-1:
Urban Renewal Area Tax Increment Revenue Estimates**

Year	SB-URD Annual Revenue	SB-URD Cumulative Revenue
2009-10	\$1,759,905	\$1,759,905
2010-11	\$1,968,155	\$3,728,060
2011-12	\$2,119,834	\$5,847,894
2012-13	\$2,113,542	\$7,961,436
2013-14	\$2,274,723	\$10,236,159
2014-15	\$2,447,350	\$12,683,509
2015-16	\$2,621,111	\$15,304,620
2016-17	\$2,807,210	\$18,111,830
2017-18	\$3,006,522	\$21,118,353
2018-19	\$3,219,985	\$24,338,338
2019-20	\$3,255,682	\$27,594,020
2020-21	\$3,486,836	\$31,080,856
2021-22	\$3,734,401	\$34,815,257
2022-23	\$3,999,544	\$38,814,800
2023-24	\$4,283,511	\$43,098,311
2024-25	\$4,587,640	\$47,685,952
2025-26	\$4,913,363	\$52,599,315
2026-27	\$5,262,212	\$57,861,526

SOURCE: Lincoln County Assessor's Office and Johnson Reid, LLC

Unlike many urban renewal districts in Oregon, the SB-URD geographically spans six distinct property tax codes rather than one. For instance, the vast majority of assessed value in the District is within City of Newport jurisdiction (85%), but that portion only represents two of the six tax codes and combinations of local public service providers. Therefore, there are six different Measure 50 SB-URD tax code rates and six different projected assessed values. The tax increment projections are based on the combined value of the property tax codes and applicable tax rates for each affected taxing jurisdiction.

B. ESTIMATED AMOUNT OF MONEY REQUIRED UNDER ORS 457

The total expected tax increment revenue that is not committed to previous incurred debt, through 2027, is \$43,970,572. This revenue will be used to repay indebtedness incurred to finance the projects in this Plan Amendment. Table V-2 below shows the expected increment revenue and debt service schedule for the Plan Amendment. Fiscal year 2020-21, when the District is scheduled to cease incurring debt for new projects, is highlighted.

**Table V-2:
Projected Revenues, Debt Service and Other Expenditures**

Year	(A) URD Incremental Revenue	(B) Total Existing Debt Service	(C) Remaining Uncommitted Revenue	(D) Phase I Debt Service	(E) Remaining Uncommitted Revenue	(F) Phase II Debt Service	(G) Remaining Uncommitted Revenue	(H) Phase III Debt Service	(I) Remaining Uncommitted Revenue
2010-11	\$1,968,200	\$1,189,903	\$778,297	\$648,581	\$0		\$0	\$0	
2011-12	\$2,119,800	\$1,182,531	\$937,269	\$648,581	\$158,972		\$158,972	\$158,972	
2012-13	\$2,113,500	\$1,178,534	\$1,098,707	\$648,581	\$320,410		\$320,410	\$320,410	
2013-14	\$2,274,700	\$1,186,660	\$1,418,062	\$648,581	\$639,765		\$639,765	\$639,765	
2014-15	\$2,447,300	\$1,181,819	\$1,924,439	\$648,581	\$1,146,142	\$729,700	\$270,502	\$270,502	
2015-16	\$2,621,100	\$1,173,666	\$1,726,052	\$648,581	\$947,755	\$729,700	\$72,115	\$72,115	
2016-17	\$2,807,200	\$1,176,828	\$1,704,650	\$648,581	\$926,353	\$729,700	\$50,713	\$50,713	
2017-18	\$3,006,500	\$1,176,347	\$1,882,387	\$648,581	\$1,104,090	\$729,700	\$228,450	\$228,450	
2018-19	\$3,220,000	\$745,199	\$2,710,105	\$648,581	\$1,931,808	\$729,700	\$1,056,168	\$1,056,168	
2019-20	\$3,255,700	\$317,940	\$4,025,613	\$648,581	\$3,247,316	\$729,700	\$2,371,676	\$1,000,000	
2020-21	\$3,486,800	\$317,410	\$4,582,216		\$4,582,216	\$729,700	\$3,706,576	\$1,000,000	
2021-22	\$3,734,400	\$311,282	\$6,004,891		\$6,004,891	\$729,700	\$5,129,251	\$1,000,000	
2022-23	\$3,999,500	\$147,799	\$7,898,830		\$7,898,830	\$729,700	\$7,023,190	\$1,000,000	
2023-24	\$4,283,500	\$0	\$10,281,386		\$10,281,386	\$729,700	\$9,405,746	\$1,000,000	
2024-25	\$4,587,600	\$0	\$13,039,518		\$13,039,518		\$13,039,518	\$1,000,000	
2025-26	\$4,913,400	\$0	\$17,108,104		\$17,108,104		\$17,108,104	\$1,000,000	
2026-27	\$5,262,200	\$0	\$21,647,547		\$21,647,547		\$21,647,547	\$1,000,000	
Term of Loan (Years)				10		10		10	
Total Amount Borrowed				\$4,773,611		\$5,370,656		\$7,360,087	

SOURCE: Seattle-Northwest Securities, Lincoln County Assessor's Office, City of Newport, and Johnson Reid, LLC

Individual columns of financial projections in Table V-2 are labeled and described as follows:

- (A): Annual tax increment collected by the District.
- (B): Estimated, annual existing District debt service obligation as a result of debt refinancing by the District to realize more favorable terms.
- (C): Annual revenue remaining after existing debt service obligation is met.
- (D): Planned, new annual debt service to adequately fund projects identified in Phase I of this amendment.
- (E): Annual revenue remaining after existing and new, Phase I debt service obligation and reserve requirement are met.
- (F): Planned, new annual debt service to adequately fund projects identified in Phase II of this amendment, scheduled to begin in FY 2014-15.
- (G): Annual revenue remaining after existing and new, Phases I and II debt service obligation and reserve requirement are met.
- (H): Planned, new annual debt service to adequately fund projects identified in Phase III of this amendment, scheduled to begin in FY 2019-20.
- (I): Annual, cumulative District funds that are uncommitted after all existing and planned, new debt service obligation and reserve requirement are met each year.

Based on projections in Table V-2, revenues are expected to be sufficient to enable retirement of planned debt as early as FY 2023-24. To the extent that additional debt is taken on by the District in later years for circumstances currently unseen, substantial unobligated revenues expressed in Column (I) of

Table V-2 would be reduced accordingly and retirement of all debt would be delayed to no later than FY 2026-27.

C. ANTICIPATED YEAR IN WHICH INDEBTEDNESS WILL BE RETIRED

Table V-2 shows the anticipated schedule debt payment for existing debt and the Plan Amendment. All debts are scheduled to be retired by year 2027, though anticipated incremental revenues would be sufficient to retire all planned debt as early as fiscal year 2023-2024.

D. PROJECTED REVENUES AND EXPENDITURES

Table V-2 shows the annual anticipated revenues and expenditures for the Plan Amendment. The revenues result from tax increment revenue that is not already committed to financing existing debt. The total debt service for existing debt is \$12,130,828. Expenditures are based on potential debt schedules to finance the projects described in Section VII of this Plan Amendment. The total project costs and the Plan's share of those costs are also shown in Section V. For conservative revenue estimates, in addition to incremental tax revenues the District is assumed to realize 3% annual return on uncommitted revenues carried forward to the subsequent fiscal year.

E. STATEMENT OF FISCAL IMPACT ON OTHER JURISDICTIONS UNDER ORS 457.420-457.440

The use of tax increment financing creates a fiscal impact on the taxing districts (e.g. the City, the County, the Community College) that levy taxes within the Area. This impact consists of those districts foregoing the taxes that would have been levied on the increase in assessed value within the Area while tax increment financing is in effect.

In order to project these impacts, it is necessary to estimate the growth in assessed value that would have occurred without the Plan. The Plan's projects are anticipated to create assessed value growth that would not occur but for the Plan. Therefore the taxes that are foregone are those resulting from projected development without the public improvements developed under the Plan. It should be noted that revenue estimates in Tables V-1 and V-2 are lower than projections in Table V-3 due to realized property tax collection loss at approximately 6%.

Table V-3 shows the revenues foregone by the affected taxing districts, through 2027. The revenues foregone by the taxing districts equal their permanent tax rates times the projected incremental assessed value, plus the tax rates associated with general obligation bonds approved by voters before October 2001 times the bonding district's incremental assessed value. Note that the property tax revenues foregone by the Lincoln County School District do not result in revenue losses to the School District because of the system of state funding of K-12 education. The impacts are shown to illustrate what they would be if the school funding system is materially changed and property tax revenues become directly relevant.

The tax increment revenues terminate after 2027, and the additional revenues that are available to these taxing districts are projected to repay the districts for revenues foregone during the Plan.

**Table V-3:
Projected Property Tax Revenues Foregone**

Fiscal Year	Taxing District												Total Tax Revenue				
	City of Newport			Lincoln County School			Lincoln County		Newport RFPD		Pacific Communities			Oregon Coast			
	Permanent Rate	GO Bond	GO Bond	Permanent Rate	GO Bond	GO Bond	Permanent Rate	Library	Community College	Lincoln County Transportation	Lincoln County Extension	Uln-Benton-Lincoln ESD		Port of Newport	Water-Seal Rock		
2009-10	5.5938	0.4348	0.924	4.9092	0.7894	2.8202	0.0377	0.9108	0.3625	0.2465	0.1757	0.0974	0.0451	0.3049	0.0609	0.1259	\$1,955,450
2010-11	\$611,842	\$47,558	\$101,066	\$601,914	\$96,788	\$345,783	\$4,622	\$12,019	\$44,446	\$3,261	\$21,542	\$11,942	\$5,550	\$37,384	\$7,467	\$2,285	\$2,088,547
2011-12	\$655,035	\$50,915	\$106,201	\$644,407	\$103,621	\$370,194	\$0	\$12,868	\$47,584	\$3,492	\$23,063	\$12,785	\$5,920	\$40,023	\$7,994	\$2,446	\$2,248,664
2012-13	\$705,261	\$54,819	\$116,497	\$693,395	\$111,498	\$398,336	\$0	\$14,425	\$51,201	\$3,914	\$24,817	\$13,757	\$6,370	\$43,065	\$8,602	\$2,708	\$2,411,155
2013-14	\$759,032	\$0	\$125,379	\$745,841	\$0	\$428,465	\$0	\$16,091	\$55,074	\$4,365	\$26,694	\$14,798	\$6,852	\$46,323	\$9,252	\$2,989	\$2,411,155
2014-15	\$816,599	\$0	\$134,888	\$801,989	\$0	\$460,721	\$0	\$17,876	\$99,220	\$4,849	\$28,703	\$15,912	\$7,368	\$49,810	\$9,949	\$3,290	\$2,411,173
2015-16	\$878,231	\$0	\$145,069	\$862,102	\$0	\$495,254	\$0	\$19,786	\$63,658	\$5,367	\$30,855	\$17,104	\$7,920	\$53,543	\$10,695	\$3,612	\$2,593,195
2016-17	\$940,230	\$0	\$155,310	\$922,962	\$0	\$530,216	\$0	\$21,183	\$68,152	\$5,746	\$33,033	\$18,312	\$8,479	\$57,323	\$11,450	\$3,867	\$2,776,269
2017-18	\$1,006,606	\$0	\$166,274	\$988,119	\$0	\$567,647	\$0	\$22,679	\$72,964	\$6,152	\$35,365	\$19,605	\$9,078	\$61,370	\$12,258	\$4,140	\$2,972,255
2018-19	\$1,077,668	\$0	\$178,012	\$1,057,976	\$0	\$607,721	\$0	\$24,280	\$78,115	\$6,586	\$37,861	\$20,889	\$9,719	\$65,702	\$13,123	\$4,432	\$3,182,083
2019-20	\$1,153,746	\$0	\$190,579	\$1,132,558	\$0	\$650,623	\$0	\$25,994	\$83,629	\$7,051	\$40,534	\$22,470	\$10,405	\$70,341	\$14,050	\$4,745	\$3,406,724
2020-21	\$1,235,196	\$0	\$0	\$1,212,511	\$0	\$696,554	\$0	\$27,829	\$89,533	\$7,548	\$43,396	\$24,057	\$11,139	\$75,307	\$15,042	\$5,080	\$3,443,191
2021-22	\$1,322,395	\$0	\$0	\$1,298,109	\$0	\$745,728	\$0	\$29,793	\$95,854	\$8,081	\$46,459	\$25,755	\$11,526	\$80,623	\$16,103	\$5,438	\$3,686,265
2022-23	\$1,415,751	\$0	\$0	\$1,389,750	\$0	\$798,373	\$0	\$31,897	\$102,620	\$8,652	\$49,739	\$27,573	\$12,767	\$86,314	\$17,240	\$5,822	\$3,946,499
2023-24	\$1,515,696	\$0	\$0	\$1,487,860	\$0	\$854,735	\$0	\$34,148	\$109,885	\$9,263	\$53,250	\$29,520	\$13,869	\$92,408	\$18,457	\$6,233	\$4,225,105
2024-25	\$1,624,698	\$0	\$0	\$1,592,897	\$0	\$915,075	\$0	\$36,559	\$117,621	\$9,917	\$57,010	\$31,604	\$14,634	\$98,931	\$19,760	\$6,673	\$4,523,379
2025-26	\$1,737,253	\$0	\$0	\$1,705,348	\$0	\$979,676	\$0	\$39,140	\$125,925	\$10,617	\$61,034	\$33,835	\$15,667	\$105,916	\$21,155	\$7,144	\$4,842,709
2026-27	\$1,859,896	\$0	\$0	\$1,825,738	\$0	\$1,048,836	\$0	\$41,903	\$134,814	\$11,366	\$65,343	\$36,223	\$16,773	\$113,393	\$22,649	\$7,649	\$5,184,583
2026-27	\$1,991,196	\$0	\$0	\$1,954,628	\$0	\$1,122,880	\$0	\$44,861	\$144,332	\$12,168	\$69,956	\$38,780	\$17,957	\$121,398	\$24,248	\$8,188	\$5,550,592

F. IMPACTS ON TAXPAYERS

This amendment to the phasing and financing of projects in Substantial Amendment 5 will not change the SB-URD's impact on taxpayers. General obligation bonds approved by voters before October 2001 are subject to the division of tax. There are five such general obligation bonds in the SB-URD. They are all scheduled to retire by 2019, prior to the previously scheduled sunset of the SB-URD. These bonds will continue to be subject to the division of tax, regardless of any extension to the SB-URD plan.

Any general obligation bonds approved after October 2001 are not subject to the division of tax.

NOAA MARINE OPERATIONS CENTER TAX REVENUE IMPACTS

NOAA MARINE OPERATIONS CENTER TAX REVENUE IMPACTS

The National Oceanic and Atmospheric Administration (NOAA) recently reconfirmed its decision to award the Port of Newport, Oregon its long-term lease decision for its Pacific Marine Operations Center (MOC). In response to this decision, the potential property tax revenue implications of this decision to Newport's South Beach Urban Renewal Area were evaluated.

METHODOLOGY & LIMITATIONS

This analysis quantifies the tax revenue impacts for specific jurisdictions resulting from economic activity generated by NOAA's decision to relocate its Pacific MOC to Newport. At this time, little information is available regarding anticipated spending by the facility for on-going operations, repairs, etc. As such, we relied on secondary sources where possible, using our best estimate of historical operations activity in the Seattle area, the former home of the Pacific MOC.

Finally, in light of present uncertainty, where specific measures were not available, we established defensibly conservative estimates designed to err on a lower level estimate.

FINDINGS

ESTIMATING PRIVATE MOC SPENDING LOCALLY

It was assumed that NOAA's Pacific MOC will spend roughly \$80 million annually on various operations, repair/maintenance activity, and various federal contracts related to these activities annually. This assumption was based on a July 2009 editorial in the Seattle Times co-authored by representatives from the Port of Seattle, Seattle City Council, the University of Washington, and a major NOAA MOC contractor in Seattle.¹ The editorial declared annual direct and indirect economic activity related to NOAA's MOC at roughly \$180 million annually. This figure was evaluated in light of other available information about other NOAA investments in the Seattle area to arrive at a more conservative estimate of \$80 million in direct activity, specifically in Newport.

TABLE 1: BASELINE CONTRACT SPENDING

BASELINE MOC SPENDING ASSUMPTIONS	
Total Estimated Direct Spending 1/:	\$80,000,000
Private Share 2/:	33%
Spending to Private Firms:	\$26,400,000
Newport's Capture of Private Spending 2/:	50%
Spending to Private Firms in Newport:	\$13,200,000

1/ Based on editorial in the Seattle Times, July 2009. Contributors included Jean Godden, Seattle City Council; Bill Bryant, Port of Seattle Commissioner, Steve Welch, CEO of Pacific Shipyards; and Mark Emmert, President of the University of Washington.

2/ Conservative assumptions made by Johnson Reid, LLC

¹ "NOAA Should Keep its Marine Operations on Lake Union." *The Seattle Times* July 30, 2009. Editorial Contributors included Jean Godden, Seattle City Council; Bill Bryant, Port of Seattle Commissioner, Steve Welch, CEO of Pacific Shipyards; and Mark Emmert, President of the University of Washington.

To estimate the **private development** impacts of this spending, we assumed that one-third of spending activity took the form of private contracts. This assumption is considered conservative based on our professional opinion.

Finally, we assumed that the Newport economy could capture half of the private contract spending of the Pacific MOC. This assumes that the remaining half of the activity would leak to other communities such as Portland, Astoria, or remain in Seattle. This process results in an approximation of \$13.2 million in annual contract spending estimated to be captured in the Newport economy.

TRANSLATING CONTRACT SPENDING INTO JOBS

Estimates of direct and secondary (indirect/induced) job impacts were developed by utilizing impact multipliers from IMPLAN² (IMpacts for PLANing) economic impact analysis model. Developed by the Forest Service to assist in land and resource management planning, IMPLAN is an economic impact model designed for analyzing the effects of industry activity upon all other industries in an economic area.

Utilizing this methodology, we estimate a total of 100 private, permanent jobs resulting from NOAA spending in Newport, at least 63 of which would be direct employment due to federal contract awards for the local private sector.

² Minnesota IMPLAN Group (MIG), Inc., Stillwater, Minnesota

TABLE 2: JOB IMPACTS OF CONTRACT SPENDING

Contract Spending, Jobs, and Multipliers		
Direct Private Contract Spending 1/:	\$13,200,000	Multiplier
Direct Jobs 2/:	63.4	4.8 jobs/\$1 million
Indirect & Induced 2/:	37.0	2.8 jobs/\$1 million
Contract. Jobs:	100.3	
Jobs By Industry Type		
<u>Direct:</u>		Jobs
NOAA Contractors (Ship repair, research, etc.)		63.4
<u>Indirect/Induced 2/:</u>		
Food services and drinking places:		4.0
Real estate establishments:		2.6
Wholesale trade businesses:		2.6
Employment services:		1.3
Accounting, tax preparation, bookkeeping, and payroll services		1.3
Offices of physicians, dentists, and other health practitioners:		1.3
Private hospitals:		1.3
Civic, social, professional, and similar organizations:		1.3
Retail Stores - Food and beverage:		1.3
Other Retail/Commercial Services:		19.8

1/ From Table 1

2/ Jobs Multipliers generated buy IMPLAN.

CALCULATING THE SHARE OF JOBS CAPTURED BY SOUTH BEACH

The industries identified in Table 2 into general land use types are based on the typical space utilization of each industry. This translates into roughly 66 industrial jobs, 25 commercial jobs, and 9 office jobs. Secondly, we apply a 20% capture factor for the South Beach district which translates into an estimate of approximately 20 jobs supported in the district.

TABLE 3: SOUTH BEACH CAPTURE OF JOB IMPACTS BY LAND USE TYPE

Space Type	Total Newport Jobs Impacts 1/	South Beach Jobs Impacts 2/
Industrial	66.0	13.2
Commercial	25.1	5.0
<u>Office</u>	<u>9.2</u>	<u>1.8</u>
TOTAL:	100.3	20.1

1/ From Table 2

2/ Assumes a conservative 20% capture rate for South Beach, Johnson Reid, LLC

CONVERSION OF JOBS TO DEVELOPED SPACE

We then multiplied the number of estimated jobs captured in the South Beach District by a typical square footage per job by land use type. These assumptions are based on the U.S. Department of Energy's Commercial Building Energy Consumption Survey. This process yields an estimate of roughly 25,200 private, developed square feet supported by NOAA contract spending in South Beach.

TABLE 4: PRIVATE EMPLOYMENT IMPACT DEVELOPMENT IN THE SOUTH BEACH

Space Type	South Beach Jobs Impacts 1/	Est. Sq. Ft. per Job 2/	Est. Development Impacts (Sq. Ft.)
Industrial	13.2	1,510	19,932
Commercial	5.0	883	4,429
Office	1.8	468	865
TOTAL:	20.1	N/A	25,226

1/ From Table 3

2/ Calculated as a weighted average across industries based on Newport's existing distribution. Derived from The U.S. Department of Energy's Commercial Building Energy Consumption Survey. (2003)

CONVERSION OF NEW DEVELOPMENT TO MARKET VALUE & TAXABLE ASSESSED VALUE

In Table 5, the supportable space was translated into land by standard Floor Area Ratios (FAR) by land use type, yielding an estimate of 2.0 improved acres. Secondly, we apply per acre development costs by land use type to each land/space estimate to calculate replacement cost of improvements. This analysis conservatively assumes market value is equal to replacement cost.

TABLE 5: ESTIMATED MARKET VALUE GENERATED BY NOAA'S CONTRACT SPENDING LOCALLY

Space Type	NOAA Impact	Assumed F.A.R 2/	Improved Acres	Per Acre Improvement Cost 3/	Est. Market Replacement Value	2009-10 CPR 4/	Taxable Assessed
Industrial	19,932	0.30	1.53	\$1,511,500	\$2,305,419	1	\$2,305,419
Commercial	4,429	0.25	0.41	\$1,971,000	\$801,636	0.58	\$464,949
Office	865	0.35	0.06	\$2,361,500	\$133,961	0.58	\$77,698
TOTAL:	25,226	N/A	2.0	N/A	\$3,241,016	N/A	2,848,065

1/ From Table 4

2/ Assumes a typical, low-rise development profile with 4 parking spaces per 1,000 square feet of space.

3/ RS Means Construction Cost Estimator

4/ Changed Property Ratio: The adjustment made from new improvement market value to taxable assessed value under Measure 50.

SOURCE: Lincoln County Assessor's Office and Johnson Reid, LLC

We then applied the Lincoln County 2009-10 Changed Property Ratio (CPR) by land use type, which revealed an estimated increase in taxable assessed value of \$2.85 million. Therefore, \$13.2 million in locally captured economic activity resulting from NOAA Pacific MOC decision is expected to translate into an

increase of \$2.85 million in new, taxable assessed value in the South Beach Urban Renewal District.

CONTRIBUTION TO SOUTH BEACH URBAN RENEWAL DISTRICT GROWTH

The estimated \$2.85 million in new, taxable assessed value as a result of NOAA facility-induced economic growth will directly contribute to the South Beach Urban Renewal District total, taxable assessed value and by extension, annual incremental tax revenue. The increase in assessed property value is equivalent to 2.9% of existing District value in 2009.

For purposes of conservative District revenue forecasting, we assumed the new, taxable assessed value would be constructed and enter the tax rolls in equal increments over a four year period. Therefore, in fiscal years 2011-12 through 2014-15, the District is assumed to grow by \$712,000 annually due solely to NOAA facility impact growth. Detailed projections of District property tax revenue growth are found in Table V-1 of the plan amendment report.



PROCLAMATION
GEOGRAPHY AWARENESS WEEK
AUGUST 1 -7, 2011

Whereas, The National Council for Geographic Education is holding its annual geography conference in Portland, Oregon, from August 1 to August, 7, 2011; and

Whereas, Geography teachers from throughout the State of Oregon are invited to participate in the national meeting; and

Whereas, The study of geography is essential to understanding our relationships with our environment and the world around us; and

Whereas, The State of Oregon is dedicated to ensuring the study of geography is properly emphasized at all levels of our education system and communities; and

Whereas, Our city and state strive to have the nation's best educated workforce; and

Whereas, We encouraged all teachers to take advantage of the many resources available at the conference and in professional organizations to become more knowledgeable about geography as we go forward in an ever-changing world.

Now, Therefore, I Mark McConnell, Mayor of the City of Newport, Oregon, do hereby proclaim August 1 through 7, 2011 to be Geography Awareness Week in our city and encourage all Oregonians to join in this observance.

Dated this 18th day of July, 2011

By _____
Mark McConnell, Mayor

June 30, 2011
Noon
Newport, Oregon

The City Council of the City of Newport met in a special meeting on the above date in the Conference Room A of the Newport City Hall. On roll call, Brusselback, Allen, Beemer, Roumagoux, Bertuleit, Sawyer, and McConnell were present.

Staff present was City Manager Voetberg, City Recorder Hawker, Public Works Director Ritzman, Airport Director Cossey, and Finance Director Marshall.

Consideration of Resolution No. 3550 - Interfund Loan for the Purchase of Jet Fuel.

Marshall reported that the issue before Council is consideration of a loan of \$33,500 from the Room Tax Fund to the Airport Fund for the unanticipated purchase of jet fuel. Cossey explained the options noting that this seemed like a better alternative than running out of fuel or rationing fuel this weekend. MOTION was made by Roumagoux, seconded by Beemer, to adopt Resolution No. 3550, a resolution loaning money from the Room Tax Fund to the Airport Fund. The motion carried unanimously in a voice vote.

Repair and Maintenance of NE 31st Street. Voetberg asked Council to provide direction to staff concerning the repair and maintenance of NE 31st Street. He recommended that council adopt a motion directing staff to prepare a resolution rescinding Resolution No. 3323, a resolution that authorized a portion of NE 31st Street to be alternating one-way, and to clarify Council intentions on the future repair and maintenance of NE 31st Street. MOTION was made by Allen, seconded by Beemer that the Council, having investigated the matter and exercising its discretion in selecting what it believes to be a reasonable alternative within the limitations of what is feasible, have repaired a section of NE 31st Street for a cost of approximately \$20,000 from the FY 2010-2011 budget, and change that section of road from alternating one-way traffic to two lanes of traffic and direct staff, in consultation with the city attorney, to draft an appropriate resolution to that effect for consideration by the Council at a future meeting. The motion carried unanimously in a voice vote.

ADJOURNMENT

Having no further business, the meeting adjourned at 12:10 P.M.

Margaret M. Hawker, City Recorder

Mark McConnell, Mayor

July 5, 2011
11:00 A.M.
Newport, Oregon

CITY COUNCIL WORK SESSION

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

Staff Present: Voetberg and Hawker.

Council discussed the following items:

1. McConnell reported that the Yaquina Bay Bridge will be 75 years old this year. He noted that an ad hoc committee has been formed to organize a celebration. He added that the celebration will begin on September 5, 2011 and culminate with a party on October 2, 2011. He reported that the high school students have put together a publication entitled, "Steel Standing," relative to the bridge. He added that ODOT will be requested permission to close the bridge for one hour for a celebratory walk. He discussed marketing monies, and banners. He noted that the banners could be coordinated with banners being ordered by NOAA and HMSC. A discussion ensued regarding the Quick Fix grant that the city obtained to complete pedestrian access under the north side of the bridge. It was suggested that the ribbon cutting for the Naterlin Drive sidewalk project be held in conjunction with the bridge celebration. McConnell noted that the next meeting of the ad hoc committee is scheduled for July 20, 2011, at 10:00 A.M., at the History Center. He added that the state parks will require a permit for use of state property, and that this includes insurance.
2. McConnell reported that the official NOAA opening will be held August 20-21, 2011. He noted that NOAA is developing banners that will remain up indefinitely. The next planning meeting for the NOAA opening will be held on July 19, 2011, at 10:00 A.M., at the Port offices.
3. Roumagoux reported that the Public Arts Task Force has developed revised questions for potential committee members. She will e-mail them to Hawker.
4. Council took a break for lunch at 11:50 A.M.
5. Council reconvened its work session to interview applicants for the Planning Commission at 12:05 P.M. Council interviewed Jim McIntyre. There were no other applicants in attendance.
6. Voetberg recognized the efforts of the Public Works Department in the repair of NE 31st Street. He noted that the repair cost will be \$14,000 - \$16,000. He added that other projects are going well.
7. Voetberg complimented the police volunteers on their work during the recent Nye Beach Clambake and the fireworks display.
8. Brusselback asked about the condition of Big Creek Road and its repair. Voetberg reported that work may begin in late fall and is dependent on the geotech report.

10. McConnell asked when the local contractor rules would be scheduled for Council review and adoption. It was reported that the rules produced by LGLG are currently under review by the Public Works, Finance, and Community Development Departments.
11. A discussion ensued regarding the employee surveys/human resource RFP's. Voetberg noted that at the Council meeting, at which the budget was adopted, a discussion occurred regarding human resource services. He added that it was never the plan to hire someone to fulfill the duties of the Human Resources Coordinator, but to find someone to help with employee relations. He noted that a human resources facilitator could establish the communication framework and train staff on how to use it. He added that the Human Resources Coordinator duties were handled by the existing staff for three months when the Human Resources Coordinator was on leave. He reiterated that the human resources facilitator position is not expected to be long term, but to give employees a voice. He added that he had spoken with John Baker regarding what could work in terms of human resources facilitation. Allen asked whether Voetberg was looking at the human resources facilitator not getting involved with the human resources function. He added that the city's legal counsel had noted that it is good to maintain a separateness between the legal and higher level human resource responsibilities. Voetberg reported that higher level human resource issues would have involved the legal staff and CIS. He added that he has handled some of the higher level human resource issues himself. He stated that the problem is that employees and supervisors/managers do not know how to talk. He added that there is a process for complaints, in that employees need to talk with supervisors first, and then department heads. He noted that the supervisors and department heads would be trained. He added that based on the last two years, issues that would have gone to legal counsel did. He noted that he thinks the process will continue to work. Allen asked whether legal counsel is comfortable with this role, and Voetberg reported that she is. McConnell noted that he does not think that this is a one-time thing. He added that the communication lines need to be created and maintained, and that staff needs to know that someone is available if there is a serious concern, and they do not feel like there are receiving adequate response to their concern. It was noted that one person could develop the system, and another could implement the system, and this could be handled through an agreement for professional services. It was noted that the agreement could also include office hours at city hall. Voetberg reported that John Baker had performed a similar task for the city when Don Davis was the city manager. He has also done this type of work for Central Lincoln PUD. Voetberg added that once the framework has been established, it can be re-evaluated. Allen stated that he would like to see who else is available to perform these services. McConnell suggested asking for an ongoing plan as a part of the RFP. It was suggested that the facilitation could be done by committee or department. Voetberg reported that a committee would include representatives from each department based on the size of the department, and that each representative would come to the meetings with a list of comments and suggestions from the departments. He noted that the management team has to be represented in the meetings as well. McConnell suggested training at the department level before citywide implementation. He suggested including the survey results with the RFP. Roumagoux noted that she would like to see the facilitation process

empower employees. McConnell noted that employees need accurate information on how the budget works to eliminate misunderstandings. Voetberg stated that the elimination of the Human Resources Coordinator position was a financial decision. He added that he believes that the human resources functions can be handled by existing staff and the city attorney, but that a facilitator is needed for communication issues. He noted that the RFP will include a request for proposers to relate how they are going to provide services. Allen stated that he would prefer to see the RFP before it is issued. It was agreed to provide the draft RFP by the first meeting in August, and that it could include pertinent information from the "Employee Handbook."

12. McConnell reported that Roumagoux had participated in a Public Works Department ride-along. He stated that he would send a letter from the City Council indicating interest in this program with an invitation from the department.
13. Copies of e-mails regarding the tourism facility fund and other issues were distributed. These included a May letter from the lodging association. A discussion ensued regarding replenishment of the funds in the future. Bertuleit reported that the lodging association concern is that transient room taxes should not be increased to fund anything additional. It was suggested that rather than a set guideline, applications could be accepted as organizations are ready. Beemer noted that the city needs to look at the return on investment. McConnell suggested that applicants should be able to request a certain percentage of the monies up front. It was agreed to develop a task force of five individuals to review the applications and make recommendations to Council. Staff will draft a resolution formalizing the task force. A discussion ensued on the composition of the task force and it was suggested that it be comprised of seven members with two from outside the community with an interest in economic development. Council was asked to think about potential members and why they would be a good fit for this task force. It was suggested that the first task should be to recommend a process and criteria. It was agreed to review a resolution creating the task force at the second meeting in July; appoint the members at the first meeting in August; with interviews at the August 1, 2011 work session. A discussion ensued regarding appointment of a Council liaison to this task force. Allen volunteered noting that he has no connection with any potential applicant groups.
14. Council reviewed the status of its goals. It was noted that the human resources facilitation RFP would be discussed at the next work session if it was ready; otherwise, it would be discussed at the first meeting in August.
15. It was noted that the non-profit support funding process needed to be fine-tuned. McConnell noted that he would send the packet of information and it would be discussed at the work session of July 18, 2011.
16. It was noted that the economic development initiative will be discussed on July 18, 2011. McConnell reported that he will meet with Voetberg, Tokos, and Lorna Davis, executive director of the Greater Newport Chamber of Commerce, on this issue.
17. McConnell asked that the issue of contracting for recreational facility management services be discussed. It was suggested that a task force be formed to study this issue, and that Fred Springsteen had volunteered, during a Budget Committee meeting, to participate in the process. Staff was asked to initiate the process of establishing a task force to study this matter.

18. Voetberg reported that staff will draft an "Adopt-A-Park" plan for Council review.
19. It was reported that the Bayfront parking plan will appear on the August 15, 2011 agenda.
20. It was reported that the revisions to the business license and transient room tax ordinances would come before Council in September.
21. A discussion ensued regarding the status of the contract rules revision, and it was noted that staff is currently reviewing the proposed rules submitted by LGLG.
22. McConnell reported that he, Allen, and Roumagoux would follow up on workshops they have attended.
23. Brusselback reported that the Port is amenable to a City Council liaison, and he suggested that there be one or more joint annual meetings with the Port Commission. It was agreed to schedule a meeting in the fall.
24. A discussion ensued regarding "town hall" meetings in neighborhoods. It was suggested that the idea be put forth to the community to determine whether there are any neighborhoods interested in hosting.
25. Allen noted that the city manager's quarterly evaluation will occur in September.
26. McConnell suggested that sustainability be a topic of future discussion. Bertuleit suggested the possibility of wind power for the FBO and solar power for the recreation center.
27. It was agreed to hold an Urban Renewal Agency work session at the first meeting in August.
28. Beemer updated Council on the tsunami preparedness work. He noted that once the geotech engineer studies the hill, a plan can be refined. He stated that he would report to Council when the study is complete.
29. McConnell noted that a statewide "shake, rattle, and roll" day is scheduled on October 15, 2011. It was agreed that Council will discuss participation in the program at its August 15, 2011 meeting.
30. Other issues to be discussed include: consideration of becoming a "Tree City USA" community; erosion control (Planning Commission will study); open space policy; and Nye Beach flooding and stream contamination (budgeted).
31. It was noted that Lincoln City has taken the lead in placing the Rocky Creek permits in reservation status.

Having no further business, the meeting adjourned at 1:51 P.M.

July 5, 2011
6:09 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, Brusselback, Allen, Beemer, Roumagoux, Bertuleit, and McConnell were present. Sawyer was excused.

Staff present was City Manager Voetberg, City Recorder Hawker, Community Development Director Tokos, Public Works Director Ritzman, and Police Chief Miranda.

PLEDGE OF ALLEGIANCE

Council and audience participated in the Pledge of Allegiance.

ADDITIONS/DELETIONS AND APPROVAL OF AGENDA

It was agreed to add an interview with Wayne Brunelle for a Planning Commission vacancy.

PROCLAMATIONS AND RECOGNITIONS

McConnell issued a proclamation regarding the celebrating the 75th anniversary of the Yaquina Bay Bridge.

McConnell presented Toby Cole with a plaque honoring his service to the CERT team.

McConnell presented Toby Cole with a plaque honoring and thanking him for his leadership and dedication in serving 22 years as a paid member of the city's Fire Department.

CONSENT CALENDAR

The consent calendar consisted of the following items:

- A. Approval of minutes from the City Council work session, joint Planning Commission and City Council work session; and regular meeting of June 20, 2011.
- B. OLCC license application - Harpoon Hannah's.

MOTION was made by Brusselback, seconded by Roumagoux, to approve the consent calendar as amended by the correction to the minutes distributed by Hawker. The motion carried unanimously in a voice vote.

McConnell noted that Sawyer had been excused for this meeting.

OFFICER'S REPORTS

Mayor's Report. McConnell reported that he had received a letter from the Boosters thanking the city for its support for the Marathon. He noted that that an invitation had been received, from the Confederated Tribes of the Siletz Indians, to the Nisika Illihee Pow Wow beginning on August 12.

McConnell reported that he has been busy attending meetings including: planning for the 75th anniversary of the Yaquina Bay Bridge; planning for the NOAA opening and celebration; continued meetings with OCCA; and the Oregon Shores Conservation Coalition on its climate change initiative.

McConnell reported that during the work session, Council had reviewed the employee survey and directed staff to bring back an RFP for human resource services. Council also reviewed the tourism facility fund issue and directed staff to prepare a resolution that will appoint seven people to help finalize the process and review applications.

McConnell reported that Council reviewed its goals for 2011/2012 and continues to move forward on work session topics. Allen noted that Council talked about human resources issues at the work session, and it was not really human resources services, but more of a facilitator for employee/employer issues, rather than an actual direct human resources position.

Council interviewed Wayne Brunelle for the Planning Commission vacancy created by the resignation of John Reh fuss. It was noted that the term expires at the end of the calendar year. McConnell recommended that Jim McIntyre be appointed to fill the vacancy until the end of the year. MOTION was made by Allen, seconded by Bertuleit, to accept the Mayor's recommendation to appoint Jim McIntyre to fill out the Planning Commission seat currently vacant. The motion carried unanimously in a voice vote.

City Manager's Report. Voetberg reported that departmental monthly reports are included in the packet, and he reviewed some of the highlights. He noted that Phil Paige is a finalist for the Fire Chief's position and that he will be in town tomorrow. Voetberg noted that he will keep Council informed regarding this position.

Voetberg reported that Marshall is trying to complete reporting requirements for the senior center expansion grant, and it is believed that everything has been resolved and it is anticipated that the city will receive funding.

Voetberg reported that the Destination Newport Committee has recommended that no advertising award be issued. He noted that the thinking is that the DNC can develop strategic advertising plans. Allen asked whether this decision required Council ratification, nothing that he would feel more comfortable if Council made this decision. Voetberg noted that the item would appear on the next Council agenda. It was noted that the DNC can give Council a guideline on the use of the monies.

Voetberg reported that the repair to NE 31st Street is complete, and the cost was approximately \$15,500. He acknowledged the contractor and Public Works Department for their part in completing this project.

Voetberg reported that a report on attendance and expenses for the Celtic Festival would be presented at the next meeting. Roumagoux reported that at its June 15, 2011 meeting, the Parks and Recreation Advisory Committee had passed a resolution to continue this event under city control. She added that it was reported that \$26,000 was

received at the gate; 3,000 people participated; and the event appears to be \$10,000 in the black.

Allen suggested that Voetberg produce information on the budget and how certain funds are expended and restrictions on funds. He also suggested that this information be placed on the website. McConnell noted that it is a good idea to issue press releases on funding sources for various projects. Roumagoux suggested that this information could be posted on city kiosks.

McConnell reported that he had received feedback regarding the fireworks display, and suggested staff look into the logistics of having the fireworks display from a barge in the bay.

ACTION ITEMS

Resolution No. 3551 restricting the use of skateboards. It was reported that the issue before Council is consideration of a resolution restricting the use of roller skates, skateboards, and unmotorized scooters on the new sidewalk along SW Naterlin Drive and SW Bay Street. Miranda stated that he is asking for authority to extend the enforcement area. MOTION was made by Beemer, seconded by Brusselback, to adopt Resolution No. 3551, to add SW Naterlin Drive and SW Bay Street to the list of areas within Newport that prohibit roller skates, skateboards, and unmotorized scooters, and to direct the city manager to install appropriate signs in the area to notify the public of such restriction. The motion carried unanimously in a voice vote.

Ordinance No. 2016 amending the Municipal Code to add bicycles to those items of transportation that are prohibited in certain locations within the city. It was reported that the issue before Council is whether to amend the Municipal Code to add bicycles to those items of transportation that are prohibited in certain locations within the city. Miranda responded to Council questions. MOTION was made by Roumagoux, seconded by Beemer, to read Ordinance No. 2016, by title only, and place for final adoption. The motion carried unanimously in a voice vote. Voetberg read the title of Ordinance No. 2016. Voting aye on the adoption of Ordinance No. 2016 were McConnell, Allen, Beemer, Bertuleit, Brusselback, and Roumagoux.

COUNCIL REPORTS AND COMMENTS

Roumagoux reported that she attended a recent OCZMA meeting. She noted that she saw Onno Husing's film "Oregon's Ocean Fisheries - A Conservation Story," and that it was very well done.

Roumagoux reported that she had attended the graduation of OCCC nursing students, and that this successful program was the priority of county residents.

Roumagoux reported that she had toured the Public Works Department shop, water, and wastewater facility on June 27. She noted that she now has a better understanding of what this department does. She added that she will be taking the second part of the tour at a later date.

Roumagoux requested an excused absence from the July 18, 2011 and August 1, 2011 Council meetings as she will be teaching out of the area. MOTION was made by

Bertuleit, seconded by Beemer, to excuse Roumagoux for these two meetings. The motion carried unanimously in a voice vote.

Brusselback reported that he participated in the Rose Parade in the Mayor's Unit.

Brusselback reported that he attended a recent Port meeting, at which it was recommended that the Port and Council hold joint meetings once or twice annually. He added that Mt. NOAA is estimated to be reduced by twenty percent. The Port also received an update on the terminal project.

Allen reported that he and Voetberg attended a recent LOC workshop on governing basics.

Allen reported that he attended a recent FINE meeting at which the territorial sea plan amendment process was discussed.

Bertuleit reported that he attended a recent meeting of the Airport Committee at which improvements for pilot relief was discussed. He noted that the department head should be trained to fuel airplanes. The next meeting of the Airport Committee will be held in August.

McConnell reported that SeaPort is using the crew quarters at the FBO this week, although SeaPort is still willing to make trades with lodging establishments.

McConnell recommended a joint meeting with the Port on October 3, 2011, at 5:00 P.M., and he asked staff to coordinate this meeting.

Letter designating Onno Husing, OCZMA, to serve as the city's delegate on the Oregon Renewable Energy Task Force. Tokos reported that the issue before Council is consideration of a letter to the Bureau of Ocean Energy Management, Regulation, and Enforcement, requesting that Onno Husing serve as the City of Newport's delegate on the BOEMRE sponsored Oregon Renewable Energy Task Force. Onno Husing appeared before Council and further explained this issue and responded to Council questions. MOTION was made by Bertuleit, seconded by Roumagoux, to authorize staff to finalize the draft letter presented tonight for signature by the Mayor. The motion carried unanimously in a voice vote.

ADJOURNMENT

Having no further business, the meeting adjourned at 7:10 P.M.

Margaret M. Hawker, City Recorder

Mark McConnell, Mayor

CITY OF NEWPORT
Monthly Disbursements
June 2011

Vendor Name	Check Date	Check Number	Cost Center	Amount
A & E Imaging	6/30/2011	12751	1600	57.67
A.E. Nelson Leather Co	6/24/2011	12640	1070	199.97
Abby's Pizza	6/24/2011	12641	1090	81.69
ABECO	6/3/2011	12389	4830	99.00
ABECO	6/24/2011	12642	4870	72.84
ABECO	6/24/2011	12642	7005	6.25
Aboveboard Electric, Inc	6/10/2011	12473	4510	285.44
Aboveboard Electric, Inc	6/24/2011	12643	4520	625.80
Ace Alarms	6/24/2011	12644	various	912.00
ADAMS,STEVE A	6/17/2011	12573	7005	720.00
AFLAC	6/30/2011	12755	various	1,030.09
ALL- STAR ENGRAVING	6/17/2011	12581	1030	13.00
Allstart Auto Electric, Inc	6/10/2011	12474	4020	228.00
Allstart Auto Electric, Inc	6/24/2011	12645	4020	303.00
Alesa Bay Power Products	6/3/2011	12390	4510	75.85
Alesa Bay Power Products	6/10/2011	12475	4510	41.25
Alesa Bay Power Products	6/24/2011	12646	4510	33.85
Altrusa Int. of Yaquina Bay	6/10/2011	12476	4805	97.00
AMERICA INN & SUITES-NEWPORT	6/3/2011	12391	4870	895.14
Analytical Laboratory & Consul	6/24/2011	12647	4010	320.00
Anderson, Tim	6/10/2011	12477	4870	474.00
Anytime Money	6/24/2011	12648	4870	71.00
Associated Cleaning Serv., Inc	6/24/2011	12649	various	6,843.00
AT&T	6/24/2011	12650	7110	79.70
ATS Public Safety	6/17/2011	12582	1070	29.99
BAIRD, RICHARD C	6/10/2011	12478	4870	200.00
Baker & Taylor Entertainment	6/3/2011	12392	1100	11.09
Baker & Taylor Entertainment	6/24/2011	12651	1100	621.73
Barrelhead Supply, Inc	6/3/2011	12393	3805	14.82
Barrelhead Supply, Inc	6/3/2011	12393	4020	17.94
Barrelhead Supply, Inc	6/3/2011	12393	4510	25.15
Barrett Business Svices, Inc	6/10/2011	12479	4520	1,546.65
Barrett Business Svices, Inc	6/10/2011	12479	8510	2,296.91
Barrett Business Svices, Inc	6/17/2011	12583	4510	90.48
Barrett Business Svices, Inc	6/17/2011	12583	4520	689.92
Barrett Business Svices, Inc	6/17/2011	12583	7110	831.25
Barrett Business Svices, Inc	6/24/2011	12652	7110	345.80
Barrett Business Svices, Inc	6/24/2011	12652	8510	2,106.72
Barrett Business Svices, Inc	6/30/2011	12757	4520	1,719.12
Barrett Business Svices, Inc	6/30/2011	12757	8510	1,170.40
Batteries Northwest	6/3/2011	12394	3850	162.90
Batteries Northwest	6/17/2011	12584	3805	18.00

CITY OF NEWPORT
Monthly Disbursements
 June 2011

Vendor Name	Check Date	Check Number	Cost Center	Amount
Batteries Northwest	6/17/2011	12584	4020	75.00
Big Bend Community College	6/3/2011	12395	1095	3,177.00
Bike Newport	6/24/2011	12653	1070	275.00
Blackstone Audio Books	6/10/2011	12480	1100	10.00
BLAIR, FRANK S.	6/3/2011	12396	4870	300.00
Blohm, Patrick	6/10/2011	12481	4010	141.11
Blumenthal Uniforms & Equipmnt	6/3/2011	12397	1070	329.35
Blumenthal Uniforms & Equipmnt	6/10/2011	12482	1070	530.30
Boone, Margaret	6/24/2011	12654	4870	100.00
BRANDT, DEBORAH	6/30/2011	12758	4830	8.73
Braxling & Braxling, Inc	6/24/2011	12655	3850	157.78
BRENNTAG PACIFIC, INC	6/3/2011	12398	4510	3,019.70
BRENNTAG PACIFIC, INC	6/17/2011	12585	4010	3,438.50
BRIDIE'S IRISH FAIRE	6/10/2011	12483	4830	224.00
Brown & Caldwell	6/3/2011	12399	4520	297.50
Brown & Caldwell	6/3/2011	12399	8510	1,819.25
Brown, Alan Tire Center	6/3/2011	12400	4020	93.58
Brown, Alan Tire Center	6/24/2011	12656	7005	986.67
Building Department, LLC , The	6/24/2011	12657	4610	3,156.53
Building Department, LLC , The	6/24/2011	12657	4610	2,623.50
Building Department, LLC , The	6/24/2011	12657	4610	440.00
CALK, JOFRANCES	6/10/2011	12484	4870	25.00
Carquest Auto Parts #3345	6/3/2011	12401	4010	15.98
Carquest Auto Parts #3345	6/3/2011	12401	4020	15.98
Carquest Auto Parts #3345	6/24/2011	12658	3805	20.94
Carson Oil Co	6/24/2011	12659	1090	26.57
Cascade Hydro-Air	6/3/2011	12402	1100	743.50
CBS OUTDOOR	6/17/2011	12586	7430	46,000.00
CBS OUTDOOR	6/24/2011	12660	7430	6,800.00
CDW Government, Inc	6/30/2011	12759	1070	7,844.54
Cedar Creek Quarries, Inv	6/24/2011	12661	4020	280.94
Central Coast Internal Medicin	6/24/2011	12662	4520	187.00
Central Lincoln P.U.D	6/3/2011	12403	4010	184.35
Central Lincoln P.U.D	6/10/2011	12485	various	10,474.50
Central Lincoln P.U.D	6/17/2011	12587	various	5,999.50
Central Lincoln P.U.D	6/24/2011	12663	various	25,323.70
Central Lincoln P.U.D	6/30/2011	12760	various	5,140.60
Charter Communications	6/10/2011	12486	4010	59.99
Charter Communications	6/24/2011	12664	4830	31.60
Cheek, Rebecca	6/10/2011	12487	4870	343.70
Chief Supply	6/24/2011	12665	1070	249.08
City of Newport	6/9/2011	12472	4870	900.00
City of Newport	6/24/2011	12746	1000	789.02

CITY OF NEWPORT
Monthly Disbursements
 June 2011

Vendor Name	Check Date	Check Number	Cost Center	Amount
Civil West Engineering Service	6/24/2011	12666	8510	7,826.08
CLEMONS, IAN	6/3/2011	12404	4870	425.00
Clemons, Julia E.R	6/10/2011	12488	4870	38.50
CLENDENIN, SCOTT	6/17/2011	12588	1900	370.54
Coast Telecomm	6/3/2011	12405	1090	199.70
Coast Telecomm	6/3/2011	12405	1095	534.95
Coastal Arts Guild	6/3/2011	12406	4040	80.00
Coastal Arts Guild	6/3/2011	12406	4540	80.00
Coastal Paper & Supply	6/10/2011	12489	4810	69.00
Coastal Paper & Supply	6/24/2011	12667	4803	566.00
Coastal Paper & Supply	6/24/2011	12667	4810	86.10
Coastal Refrigeration	6/3/2011	12407	1200	50.00
Coastal Refrigeration	6/10/2011	12490	1200	308.75
Coastal Resource Sharing Netwk	6/24/2011	12668	1100	16,578.62
COASTCOM, INC	6/3/2011	12408	1025	550.00
COASTCOM, INC	6/3/2011	12408	7430	1,038.35
Cohen & Park Portrait Studio	6/24/2011	12669	1090	50.00
Commercial Fitness Equipment	6/24/2011	12670	4830	6,595.00
Community Services Consortium	6/17/2011	12589	7430	5,000.00
COMPTON, DANIEL	6/10/2011	12491	4870	500.00
Copeland Lumber	6/3/2011	12409	3805	6.71
COWBOY BUCK & ELIZABETH	6/10/2011	12492	1100	300.00
CROSSINGS	6/17/2011	12590	1100	24.95
Curtis, L.N. & Sons	6/24/2011	12671	1095	29.00
CZARNECKI, MICHAEL	6/3/2011	12410	1100	100.00
Davis Wright Tremaine, LLP	6/17/2011	12591	4090	213.75
DeBlois, Tom	6/10/2011	12493	4010	49.10
Dedjier-Small, Yasmina	6/10/2011	12494	4010	38.42
Dell Financial Services	6/30/2011	12761	1025	2,300.38
Demco	6/10/2011	12495	1100	40.50
DEQ	6/17/2011	12592	4510	100.00
Devils Lake Rock Company	6/7/2011	12471	8510	78,197.35
Devils Lake Rock Company	6/10/2011	12496	3805	19,771.97
Devils Lake Rock Company	6/10/2011	12496	8510	110,404.79
Devils Lake Rock Company	6/30/2011	12762	8510	25,804.65
DHS- State of Oregon	6/24/2011	12672	4090	110.00
Digital Diner	6/24/2011	12673	4870	2,256.17
Digital Studio	6/3/2011	12469	7430	15,000.00
Dish Network	6/17/2011	12593	7110	15.26
Doug's Electric	6/24/2011	12674	1090	67.41
Dudley, Wayde	6/24/2011	12675	4870	109.45
Duo Safety	6/3/2011	12411	1095	24.64
Duo Safety	6/24/2011	12676	1090	31.06

CITY OF NEWPORT
Monthly Disbursements
June 2011

Vendor Name	Check Date	Check Number	Cost Center	Amount
Dutton, Richard	6/3/2011	12412	1025	10.20
DYNAMIC COMMUNICATIONS, INC.	6/3/2011	12413	4870	1,100.00
E2 Electric, Inc	6/24/2011	12677	8510	3,517.85
E2 Electric, Inc	6/30/2011	12763	4020	2,756.00
Eastern Oregon University	6/17/2011	12594	7430	1,700.00
Ebsco Subscription Services	6/24/2011	12678	1100	7,700.00
Emerald Springs	6/17/2011	12595	4510	51.00
EMERGENCY MEDICAL PRODUCT, INC	6/17/2011	12596	1090	441.58
EMERY, ERNEST ANTON	6/3/2011	12414	4870	250.00
Englund Marine Supply	6/3/2011	12415	1090	40.00
Englund Marine Supply	6/3/2011	12415	4510	114.55
Englund Marine Supply	6/10/2011	12497	4010	18.10
Englund Marine Supply	6/10/2011	12497	4510	44.94
Englund Marine Supply	6/17/2011	12597	4510	85.77
Englund Marine Supply	6/17/2011	12597	4520	14.02
Englund Marine Supply	6/24/2011	12679	4510	53.34
Englund Marine Supply	6/30/2011	12764	4510	90.88
EUGENE HIGHLANDER'S PIPE BAND	6/10/2011	12498	4870	2,200.00
Enviro-Clean Equipment, Inc	6/24/2011	12680	3850	1,636.14
Enviro-Clean Equipment, Inc	6/24/2011	12680	4520	128.78
Evans, David & Assoc, Inc	6/10/2011	12499	8510	7,185.73
Evans, David & Assoc, Inc	6/24/2011	12681	8510	1,627.00
Exercise Equipment Northwest	6/17/2011	12598	4830	4,824.00
FAS-AHM UTILITIES, LLC	6/10/2011	12500	4010	166.05
Fastenal Company	6/17/2011	12599	3805	17.03
Fastenal Company	6/24/2011	12682	4010	7.16
Fastenal Company	6/24/2011	12682	4510	88.51
Fastenal Company	6/30/2011	12765	4020	18.90
FedEx	6/10/2011	12501	4040	86.81
FedEx	6/10/2011	12501	4540	86.82
ERENCE, SCOTT	6/3/2011	12416	4870	500.00
FLINT TRADING INC.	6/3/2011	12417	7430	2,384.17
FLINT TRADING INC.	6/24/2011	12683	8510	549.44
FRANCE, MITCH	6/10/2011	12502	1070	7.18
Gale Group	6/10/2011	12503	1100	229.90
Gale Group	6/17/2011	12600	1100	330.50
Galls, an Aramark Company	6/3/2011	12418	1070	712.97
Galls, an Aramark Company	6/10/2011	12504	1070	151.98
Galls, an Aramark Company	6/24/2011	12684	1070	740.96
GE CAPITAL	6/10/2011	12505	4830	110.00
Gold Motors, Inc	6/24/2011	12685	1095	3,747.00
GOODY, BELINDA	6/24/2011	12747	4870	136.27
Grady Britton	6/30/2011	12766	7430	1,879.09

CITY OF NEWPORT
Monthly Disbursements
 June 2011

Vendor Name	Check Date	Check Number	Cost Center	Amount
Grainger, WW, Inc	6/3/2011	12419	4010	3.50
Grainger, WW, Inc	6/10/2011	12506	4010	15.13
GRAGG, JESSE	6/10/2011	12571	4870	200.00
Gray's, R Bargain Yard	6/10/2011	12507	7430	18.75
Graymont Capital Inc.	6/17/2011	12601	4510	3,478.02
Greater Newport Chamber of Crc	6/17/2011	12602	7430	1,604.00
Groth-Gates Heating & Sheet Me	6/3/2011	12420	1100	172.88
Groth-Gates Heating & Sheet Me	6/17/2011	12603	1100	195.00
GROVES, JAMES	6/30/2011	12767	4830	22.99
Halco Welding, Inc	6/17/2011	12604	1090	2,000.00
HATCH WESTERN CO., INC.	6/10/2011	12508	8510	2,841.50
Harvey's Lock & Key service	6/3/2011	12421	1090	283.56
Hawker, Margaret	6/6/2011	12470	1020	210.00
Hawker, Margaret	6/6/2011	12470	1020	210.00
HAWORTH, VICKI	6/10/2011	12509	4870	25.00
HD Supply Waterworks, LTD	6/17/2011	12605	4020	3,253.32
HD Supply Waterworks, LTD	6/24/2011	12686	4020	232.11
HD Supply Waterworks, LTD	6/30/2011	12768	4020	5,322.81
HDR Engineering, Inc.	6/10/2011	12510	8510	37,111.38
Helfand, David S	6/3/2011	12422	4870	380.00
HESS, ANITA	6/10/2011	12511	4830	49.00
HIGH DESERT CELTIC CO DANCERS	6/10/2011	12512	4870	250.00
HOUGHT, JEREMY	6/17/2011	12606	4810	20.00
Hughes, Liam	6/24/2011	12687	4870	158.10
HUGULEY, STEVE	6/3/2011	12423	4830	35.00
ICOP	6/17/2011	12607	1070	1,947.83
Idea Print Works	6/10/2011	12513	1070	222.95
Idea Print Works	6/10/2011	12513	4870	141.40
Idea Print Works	6/24/2011	12688	4870	5,191.75
Industrial Welding Supply, Inc	6/3/2011	12424	4510	383.60
Ingram Library Services	6/10/2011	12514	1100	36.54
Ingram Library Services	6/17/2011	12608	1100	161.97
Ingram Library Services	6/24/2011	12689	1100	1,042.87
Ingram Library Services	6/30/2011	12769	1100	270.04
Integra	6/10/2011	12515	1090	6.61
Integra	6/10/2011	12515	4510	26.79
J.C. Market	6/3/2011	12425	1070	7.98
JACKSON, THOMAS	6/3/2011	12426	1090	50.00
JACOBSEN, DIVAN	6/10/2011	12516	4010	14.02
Javelina Trading Company	6/24/2011	12690	4020	196.53
Jimco Fence Inc	6/30/2011	12770	4520	150.00
KAPLAN, JAN	6/10/2011	12517	4010	133.00
Kay's Radiator & Repair	6/3/2011	12427	4520	45.00

CITY OF NEWPORT
Monthly Disbursements
June 2011

Vendor Name	Check Date	Check Number	Cost Center	Amount
Keith's Sporting Goods, Inc.	6/30/2011	12752	1070	16,246.20
Keys, John	6/3/2011	12428	4870	400.00
King Office Equipment & Design	6/10/2011	12518	1050	50.99
King Office Equipment & Design	6/24/2011	12691	1070	696.15
Koike, Emiko	6/17/2011	12609	4870	14.00
Koike, Emiko	6/24/2011	12692	4870	140.80
KPPT-AM/KPPT FM	6/24/2011	12693	4870	200.00
KRAFT, DEREK	6/10/2011	12519	4010	106.98
Krueger Medical Services	6/10/2011	12520	1090	295.18
KSHL Radio	6/10/2011	12521	4870	150.00
KSHL Radio	6/17/2011	12574	7005	1,000.00
LAFOURNAISE, RON	6/10/2011	12522	4010	20.76
Landmark Audiobooks	6/10/2011	12523	1100	10.00
Landmark Audiobooks	6/24/2011	12694	1100	140.40
Landmark Audiobooks	6/30/2011	12771	1100	295.50
Lazerquick	6/3/2011	12429	1100	413.95
Lazerquick	6/3/2011	12429	4870	33.00
LEAF	6/30/2011	12772	7005	119.48
LEIS, TONY & MARGARET	6/10/2011	12524	4010	12.04
LGPI	6/24/2011	12695	1010	2,821.00
Lincoln Co Parole & Probation	6/30/2011	12773	1100	550.00
Lincoln Co Solid Waste Consort	6/3/2011	12430	7910	3,608.30
Lincoln Co Solid Waste Consort	6/30/2011	12774	7910	3,389.75
Lincoln County Clerk	6/17/2011	12610	1020	63.00
Lincoln County Clerk	6/24/2011	12696	1020	83.00
Lincoln County Fleet Services	6/3/2011	12431	1090	42.96
Lincoln County Print Shop	6/17/2011	12611	1020	575.00
Lincoln County Print Shop	6/24/2011	12697	1070	40.00
Lincoln County Public Works	6/10/2011	12525	1200	157.64
Lincoln County Public Works	6/10/2011	12525	1610	97.63
Lincoln County Public Works	6/10/2011	12525	1610	105.69
Lincoln County Public Works	6/17/2011	12577	various	11,583.30
Lincoln County Public Works	6/24/2011	12698	1090	1,636.71
Lincoln County School District	6/24/2011	12699	1010	951.76
Lincoln County Surveyor's Offi	6/24/2011	12700	4520	5,000.00
Lincoln County Transportation	6/10/2011	12526	7430	90,000.00
Lincoln County Treasurer	6/24/2011	12748	1000	7,101.19
Lincoln County Treasurer	6/24/2011	12701	1030	9,954.56
Lincoln County Treasurer	6/24/2011	12743	1030	11,692.86
Lincoln Equipment, Inc	6/17/2011	12612	4810	3,542.50
Lincoln Glass Company	6/17/2011	12613	4805	180.00
Linn-Benton Tractor, Co	6/3/2011	12432	7005	305.99
LOST CREEK BOOKS	6/17/2011	12614	1100	56.85

CITY OF NEWPORT
Monthly Disbursements
 June 2011

Vendor Name	Check Date	Check Number	Cost Center	Amount
Lumbermens/ProBuild	6/3/2011	12433	1090	92.63
Lumbermens/ProBuild	6/3/2011	12433	1610	68.32
Lumbermens/ProBuild	6/3/2011	12433	4520	33.14
Lumbermens/ProBuild	6/10/2011	12527	4010	5.75
MASON, ERIN	6/10/2011	12528	4010	61.67
Mayhew, Judy	6/24/2011	12702	4870	140.80
McCARTY, LARRY	6/10/2011	12529	4870	25.00
MCCOY, SABRINA	6/17/2011	12615	4010	1.75
McKay Marine Repair	6/3/2011	12434	4520	220.00
MID COLUMBIA BUS COMPANY, INC.	6/17/2011	12616	4870	422.00
MILLER ELEMENTARY	6/10/2011	12530	4810	20.00
MOWELL, CARL A	6/10/2011	12531	4870	200.00
MOWELL, KAELYNE	6/10/2011	12532	4870	200.00
Mulder Sheet Metal, Inc	6/10/2011	12533	4020	138.50
Murray School of Irish Dancing	6/24/2011	12703	4870	1,100.00
Nationwide Retirement Solution	6/30/2011	12775	various	9,606.96
NEWPORT AUTO PARTS, INC	6/3/2011	12435	various	338.86
NEWPORT AUTO PARTS, INC	6/10/2011	12534	4010	5.33
NEWPORT AUTO PARTS, INC	6/10/2011	12534	4510	17.27
NEWPORT AUTO PARTS, INC	6/10/2011	12534	4520	9.76
NEWPORT AUTO PARTS, INC	6/24/2011	12704	7110	80.74
Newport Diesel & Marine Co Inc	6/3/2011	12436	1090	393.26
Newport Diesel & Marine Co Inc	6/3/2011	12436	3805	437.87
Newport Diesel & Marine Co Inc	6/17/2011	12617	3805	436.87
Newport Diesel & Marine Co Inc	6/24/2011	12705	1090	28.30
Newport Electronics	6/10/2011	12535	1090	192.68
NEWPORT EMPLOYEES ASSOCIATION	6/30/2011	12776	various	722.00
Newport Fire Fighters Assn	6/30/2011	12777	1090	548.84
Newport Police Association	6/30/2011	12778	1070	1,308.50
Newport Public Library	6/3/2011	12437	1100	63.23
Newport Public Library	6/17/2011	12618	1100	63.28
Newport Public Library	6/24/2011	12706	1100	39.33
Newport Public Library	6/30/2011	12779	1100	63.68
Newport Rental Service, Inc	6/3/2011	12438	3805	28.48
Newport Signs	6/24/2011	12707	4870	2,000.00
Newport Signs	6/30/2011	12780	1070	55.00
Newport Volunteer Fire Departmt	6/10/2011	12536	1090	1,695.00
News-Times	6/10/2011	12537	1100	76.00
News-Times	6/17/2011	12578	various	947.80
News-Times	6/24/2011	12708	4020	175.82
News-Times	6/24/2011	12708	8510	26.40
Nextel Communications	6/10/2011	12538	1070	606.03
Northern Safety Co., Inc.	6/17/2011	12619	4510	91.08

CITY OF NEWPORT
Monthly Disbursements
 June 2011

Vendor Name	Check Date	Check Number	Cost Center	Amount
Northwest Vending Co	6/24/2011	12709	7110	67.67
Northwest Vending Co	6/3/2011	12439	7110	56.81
NW Natural	6/3/2011	12440	various	4,855.18
NW Natural	6/30/2011	12781	1200	269.21
NW Natural	6/30/2011	12781	4520	50.29
NW Natural	6/30/2011	12781	7430	40.14
OCCMA	6/3/2011	12441	1020	300.00
Ocean Tire Factory	6/10/2011	12539	1070	1,085.05
Ocean Tire Factory	6/17/2011	12620	1070	483.45
Ocean Tire Factory	6/24/2011	12710	1070	945.10
Ocean Tire Factory	6/30/2011	12782	1090	40.95
OJD - Financial & Admin Serv	6/24/2011	12749	1000	1,104.35
OJD - Financial & Admin Serv	6/24/2011	12711	1030	1,777.65
OJD - Financial & Admin Serv	6/24/2011	12744	1030	2,240.00
One Call Concepts, Inc	6/24/2011	12712	4020	118.52
Orchard Hill Elem School	6/10/2011	12540	4810	20.00
Oregon Coast Broadcast Center	6/24/2011	12713	7005	705.00
OREGON COAST TODAY	6/17/2011	12621	7005	240.00
Oregon Department of Consumer	6/10/2011	12541	4805	197.12
Oregon Department of Justice	6/30/2011	12784	1070	442.00
Oregon Department of Justice	6/30/2011	12783	4020	400.00
Oregon Department of Revenue	6/24/2011	12750	1000	10,477.54
Oregon Department of Revenue	6/24/2011	12714	1030	19,160.83
Oregon Department of Revenue	6/24/2011	12745	1030	23,121.89
Oregon Master Gardeners Assoc.	6/17/2011	12580	7430	750.00
Orsborn Power Saw Co	6/10/2011	12542	4803	34.95
ORWEF	6/3/2011	12442	4510	195.00
Pacific Office Automation	6/17/2011	12622	1100	99.61
Pacific Tire & Brake	6/3/2011	12443	3805	82.88
Panini Bakery	6/3/2011	12444	1090	98.00
Paramount Supply	6/3/2011	12445	4520	154.53
Pauly, Rogers & Co., P.C.	6/3/2011	12446	1050	13,440.00
Peak Internet	6/3/2011	12447	1090	30.70
Peak Internet	6/17/2011	12623	7005	70.75
Peak Internet	6/24/2011	12715	1090	30.70
Pepsi-Cola Bottling Co. Eugene	6/3/2011	12448	4830	202.10
Pepsi-Cola Bottling Co. Eugene	6/24/2011	12716	4830	115.55
Pepsi-Cola Bottling Co. Eugene	6/30/2011	12785	4830	132.90
PETERSON, RAYMOND W.	6/10/2011	12543	1070	1,762.50
Pioneer Printing, Inc	6/10/2011	12544	1050	327.25
Pioneer Printing, Inc	6/10/2011	12544	4010	478.80
Pioneer Printing, Inc	6/24/2011	12717	1090	9.15
Pioneer Telephone Cooperative	6/10/2011	12545	4510	197.86

CITY OF NEWPORT
Monthly Disbursements
June 2011

Vendor Name	Check Date	Check Number	Cost Center	Amount
Pioneer Telephone Cooperative	6/17/2011	12624	1090	111.98
Pioneer Telephone Cooperative	6/17/2011	12624	7005	332.12
Pioneer Telephone Cooperative	6/17/2011	12624	7110	51.82
Pipe Makers Union, LLC	6/3/2011	12449	4870	500.00
Platt Electric Supply	6/17/2011	12625	4510	66.13
Platt Electric Supply	6/17/2011	12625	7005	120.92
Platt Electric Supply	6/24/2011	12718	1090	243.10
Polydyne, Inc	6/10/2011	12546	4510	5,014.00
Port of Newport	6/3/2011	12450	7430	2,500.00
Pridgeon, Jeff	6/3/2011	12451	1030	1,200.00
PUCKETT FAMILY MAGIC	6/10/2011	12547	1100	300.00
PUMPKIN RIDE PRODUCTIONS	6/13/2011	12572	4870	3,000.00
Qwest	6/3/2011	12452	various	2,955.65
Qwest	6/10/2011	12548	4020	78.08
Qwest	6/17/2011	12626	1025	150.00
Qwest	6/17/2011	12579	7430	38.74
Qwest	6/24/2011	12719	1020	171.60
Rackowski, Shannon	6/3/2011	12453	4810	185.00
RACO INDUSTRIES	6/3/2011	12454	4520	390.00
Reeves Company, Inc.	6/3/2011	12455	1070	22.02
Reserve Account	6/3/2011	12456	various	3,014.10
Richard's Carpet, Floor & Upho	6/24/2011	12720	1090	80.00
RITCHIE, AMY	6/24/2011	12721	4870	200.00
Road & Driveway Company, Inc	6/3/2011	12457	3805	19.00
Road & Driveway Company, Inc	6/10/2011	12549	8510	8,157.60
Road & Driveway Company, Inc	6/17/2011	12627	3805	123.85
Road & Driveway Company, Inc	6/24/2011	12722	8510	766,183.06
ROBINSON, JAY	6/10/2011	12550	4010	59.50
Rotary Club of Newport, Or	6/24/2011	12723	7005	170.00
Ryan, Roseanne	6/24/2011	12724	4870	50.00
SALLADAY, JOANNE &	6/10/2011	12551	4010	101.10
Samaritan Occupational Med	6/17/2011	12575	1070	68.00
San Diego Police Equipment Co.	6/10/2011	12552	1070	256.36
Satcom Global FZE	6/10/2011	12553	1070	33.95
Seal Rock Water District	6/3/2011	12458	2450	5,000.00
Seal Rock Water District	6/3/2011	12458	4090	1,328.38
Setere & Sons LTD	6/17/2011	12628	4510	799.50
SHEARER, LISA	6/10/2011	12554	4830	20.00
Shelton Turnbull Solutions	6/17/2011	12629	various	793.95
Sherwin-Williams	6/3/2011	12459	3805	451.50
Sherwin-Williams	6/17/2011	12630	3805	131.59
SHERWOOD, MATTHEW	6/10/2011	12555	4010	70.10
Sirchie	6/24/2011	12725	1070	53.39

CITY OF NEWPORT
Monthly Disbursements
June 2011

Vendor Name	Check Date	Check Number	Cost Center	Amount
Smart Wireless	6/30/2011	12786	1090	18.95
SMITH, TED J	6/3/2011	12460	1100	47.00
SMITH, TED J	6/17/2011	12576	1100	47.94
SMITH, TED J	6/24/2011	12726	1100	47.94
Solomonson, Mary	6/10/2011	12556	4870	240.00
Spangler, Barbara	6/24/2011	12727	4870	100.00
SPARKS, JONATHAN	6/10/2011	12557	4870	32.20
SPECTER INSTRUMENTS	6/17/2011	12631	1025	395.00
SPEER HOYT LLC	6/24/2011	12728	various	9,152.50
Standard Insurance Company	6/3/2011	12461	1900	660.00
Staples	6/3/2011	12462	1010	47.92
Staples	6/3/2011	12462	1050	1,063.92
Staples	6/3/2011	12462	1070	19.98
Staples	6/3/2011	12462	1090	257.97
Staples	6/3/2011	12462	1610	142.96
Staples Advantage	6/10/2011	12558	1070	63.18
Staples Advantage	6/24/2011	12729	1070	7.99
Steen's Master Lube	6/24/2011	12730	4803	435.00
Steensen, Keith	6/17/2011	12632	7005	120.00
Stitchin Post, The	6/10/2011	12559	1070	87.00
Swanson, Robert	6/24/2011	12732	4010	105.00
Swanson's Pest Mangt., Inc	6/24/2011	12731	7110	65.00
Swanson's Pest Mangt., Inc	6/3/2011	12463	7005	65.00
T&L Septic & Chemical Toilet	6/24/2011	12733	various	396.08
TCB SECURITY SERVICES, INC.	6/17/2011	12633	1070	3,820.00
TCB SECURITY SERVICES, INC.	6/10/2011	12560	4870	4,733.00
TERRABONNE ELEMENTARY SCHOOL	6/3/2011	12464	4810	20.00
The Pin Center	6/24/2011	12734	4870	725.00
Thompson's Sanitary Serv., Inc	6/10/2011	12561	various	1,941.85
Thompson's Sanitary Serv., Inc	6/17/2011	12634	1100	113.00
Thompson's Sanitary Serv., Inc	6/17/2011	12634	7005	255.75
Thompson's Sanitary Serv., Inc	6/24/2011	12735	1090	113.00
Thompson's Transfer & Disposal	6/10/2011	12562	4803	62.10
Thompson's Transfer & Disposal	6/24/2011	12736	various	272.40
Thompson's Transfer & Disposal	6/30/2011	12787	4803	80.10
THREE FINGERED JACK LLC	6/3/2011	12465	4870	400.00
TLC Credit Union	6/30/2011	12753	various	1,112.00
Toby Murry Motors	6/10/2011	12563	4520	36.95
Tokos, Derrick	6/10/2011	12564	1400	68.14
Traffic Safety Supply Co., Inc	6/10/2011	12565	3805	99.61
TRAPP, JEFF	6/30/2011	12788	1900	469.95
TROY, JOANNE	6/10/2011	12566	4010	142.00
Uline	6/10/2011	12567	1070	82.69

CITY OF NEWPORT
Monthly Disbursements
 June 2011

Vendor Name	Check Date	Check Number	Cost Center	Amount
United Grocers	6/3/2011	12466	1090	36.01
United Grocers	6/3/2011	12466	4510	138.69
United Grocers	6/24/2011	12737	1090	22.44
US Crane & Hoist, Inc.	6/17/2011	12635	4510	1,221.25
USA Blue Book	6/17/2011	12636	4010	106.10
USAMOBILITY	6/17/2011	12637	4803	24.38
USAMOBILITY	6/17/2011	12637	7005	7.61
Vadim Municipal Software, Inc	6/3/2011	12467	1050	879.83
Vadim Municipal Software, Inc	6/3/2011	12467	4040	879.83
Vadim Municipal Software, Inc	6/3/2011	12467	4540	879.83
Vaisala, Inc	6/30/2011	12789	7005	100.00
VerizonWireless	6/10/2011	12568	1070	1,101.76
VerizonWireless	6/17/2011	12638	7005	71.44
Vision Communication Co	6/24/2011	12738	4870	104.00
Voetberg, Jim	6/3/2011	12468	1020	67.73
West Coast Linen	6/17/2011	12639	7110	12.60
West Coast Linen	6/24/2011	12739	1090	25.00
West Coast Linen	6/24/2011	12739	7110	25.20
Western States Elect Const.	6/24/2011	12740	1070	241.94
Wikke, Julie	6/24/2011	12741	4870	25.00
WISNER, NICK	6/10/2011	12569	4010	8.71
Xerox Corporation	6/24/2011	12742	various	1,448.84
YOUNG, DAVID R & JEAN B	6/10/2011	12570	4010	70.63
ZOHO Corporation	6/30/2011	12754	1025	1,749.00
TOTALS:				1,694,823.11

Newport Police Department Monthly Statistical Review



SELECTED CALLS FOR SERVICE (CFS)	JUNE 2011			ARRESTS	Total CFS To Date	
	THIS MONTH	LAST MONTH	SAME TIME LAST YEAR		This Year	Last Year
RAPE	2	1	1	0	5	8
ROBBERY	0	0	0	0	2	5
AGGRAVATED ASSAULT	0	0	0	0	6	12
BURGLARY (Residential)	2	1	3	0	8	12
BURGLARY (Business)	1	1	2	0	3	10
BURGLARY (Other)	1	0	1	0	7	10
THEFT	40	32	27	14	179	181
MOTOR VEHICLE THEFT	0	3	0	0	15	11
FRAUD	2	4	7	2	33	51
SIMPLE ASSAULT	6	2	6	6	55	39
VANDALISM	14	5	10	1	36	59
SEX OFFENSE	1	1	4	1	9	25
NARCOTIC/DRUGS	18	13	12	9	56	64
DOMESTIC DISPUTES	14	20	15	x	97	88
LIQUOR LAWS	5	1	8	7	14	35
DUII	8	4	14	8	43	44
DISORDERLY CONDUCT	21	14	15	12	63	78
TRESPASS/PROWLER	8	4	10	5	35	107
TRAFFIC CRASH/INJURY/FATAL	2	4	4	x	19	15
TRAFFIC CRASH/PROPERTY	6	4	13	x	41	47
HIT & RUN	14	4	8	2	42	47
ANIMAL PROBLEMS	19	19	25	x	99	135
SUSPICIOUS PERS/CIRCUM	89	90	70	0	502	405
VEHICLE IMPOUNDS	7	8	13	x	47	70
ALARMS	33	23	46	x	252	260
TOTAL CALLS FOR SERVICE	815	638	685	121	4,108	3,792

June Overtime Hours

Shift Coverage	162
Court	34
Investigations	31
Administration	8
Training	14
Other	30
TOTAL HOURS	282

Top 5 Traffic Citation Charges

Disabled Parking	16
Speeding	15
No Operator License	8
Driving Susp/Rvkd	6
Fail Obey TC Device	4
TOTAL CITATIONS	64

PARKING CITATIONS 210

WARNING CITATIONS 52

Volunteer Hours 555

NEWPORT FIRE DEPARTMENT CITY REPORT JUNE 2011

	CITY	RURAL		CITY	RURAL
FIRE CALLS:	10	1	PERMITS ISSUED:		
AUTOMATIC ALARMS:	8	1	BURN PERMITS:	53	70
MEDICAL CALLS:	66	6	FIREWORKS PERMIT:	2	0
MOTOR VEHICLE COLLISION	6	2	FIREWORKS DISPLAY:	2	0
RESCUE	1	0	PERSON INSERVICES TOURS:	6	
MUTUAL AID RENDERED:	3	0	TOTAL INSPECTIONS:	6	
MUTUAL AID RECEIVED:	0	0	VIOLATIONS:	1	
AVIATION STANDBY:	0		ABATEMENTS:	2	
PUBLIC SERVICE	12	0	PLAN REVIEWS:	12	
HAZARDOUS CONDITION	4	0	CONSTRUCTION INSPECTIONS:	3	
OVERPRESSURE/RUPTURE:	0	0	VOLUNTEER HOURS	368	

OCCUPANCIES of Fires and Automatic Alarms

AIRCRAFT:	0	0	PROCESSING PLANTS:	1	0
BOATS:	0	0	PUBLIC BUILDINGS:	3	0
HOSPITAL/CARE CENTER:	1	0	REPAIR SHOPS:	0	0
HOTEL/MOTEL:	0	0	RESIDENTIAL:	9	2
LABORATORIES:	0	0	RESTAURANT:	0	0
LAUNDRAMATS:	0	0	SCHOOLS:	2	0
LAUNDRIES:	0	0	SERVICE STATION:	0	0
MANUFACTURING:	0	0	STORAGE:	0	0
MARINA:	0	0	STORES:	1	0
MISCELLANEOUS:	1	0	TAVERNS:	0	0
MOTOR VEHICLES:	0	0	TRAILERS:	0	0
NATURAL COVER:	1	0	UTILITIES:	0	0
OFFICES:	0	0	VACANT BUILDINGS:	0	0

NEWPORT FIRE DEPARTMENT CITY REPORT JUNE 2011

CAUSES of Fires and Automatic Alarms

	CITY	RURAL		CITY	RURAL
ALARM MALFUNCTION:	0	0	HEATING APPLICANCE:	1	0
CARELESS SMOKING:	1	0	INCENDIARY:	2	0
CHILDREN W/HEAT SOUR	0	0	PROHIBITED MATERIALS	0	0
CLEARANCE:	0	0	MISTAKEN ALARM:	4	0
ELECTRICAL:	0	1	OPEN FIRES:	6	0
ENGINE BACKFIRE:	0	0	REKINDLE:	0	0
EXPOSURE FIRE:	0	0	SCORCHED FOOD:	1	1
FALSE ALARM:	0	0	SPARKS:	0	0
FIREWORKS:	0	0	UNDETERMINED:	4	0
FLAMMABLE LIQUID:	0	0	WELDING/CUTTING:	0	0
FLUES:	0	0			
FRICTION:	0	0			
GAS LEAK:	0	0			

LOSS OF LIFE

CIVILIAN: 0 FIREFIGHTER: 0

INJURY

CIVILIAN: 0 FIREFIGHTER: 0



Jim Voetberg
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Manager's Report Meeting of July 18, 2011

Following is the Manager's Report for the City Council meeting of July 18, 2011:

Suggestion/Concern/Complaint update: Attached for Council review is the Suggestion/Concern/Complaint update through the end of June 2011. The update covers citizen comments to staff, citizen comments brought to staff's attention by Councilors, and citizen comments voiced at Council meetings. Closed items over 30 days old have been dropped off the list.

Project Update on Key City Projects: Attached is an update by Public Works on key City projects.

Coast Guard City Designation:

Last November the City applied for continuation of being designated as a Coast Guard City. As indicated on the attached letter to the Mayor, the city's application has been approved and Newport will continue to be designated as a Coast Guard City for the next five years. A special thanks goes to Dr. Robert Smith, who helped in putting the application together.

SUGGESTION/CONCERN/COMPLAINT FORM--CITY OF NEWPORT

Date City Notified	No. Assigned	Claimant	Suggestion/Concern/Complaint	Status
5/19/2011	132-PR-5-19-11	Wayne Brunelle, President of Lakewood Hills Neighborhood Assoc.	Big Creek Park: Request for information on park adoption and procedures. Needs repair in the area of bark dust on the play area. Currently not meeting state regulations.	OPENED-5-19-11--Update: Bark chips are being delivered on 6-10-11 to the park per Protiva.
5/26/2011	133-PR-5-26-11	Debbie Jordan Frahm	Place garbage cans along Eads St in front of high school down to Sam Case	OPENED-5-24-11--Update: Protiva is communicating with the school district and Thompsons Sanitary to resolve the issue.
6/10/2011	136-PW-6-10-11	Resident on NW 70th St	Would like a street sign erected identifying NW 70th street at its intersection with Hwy 101.	OPENED-6-10-11: This is a request for ODOT. Greg S called Tom Chasteen at ODOT and left message regarding sign request. CLOSED
6/15/2011	137-PW-6-15-11	Rebeka Wilson	Her property has been receiving a lot of runoff which is causing problems. She believes it may be coming from Brice-adero at 811 SE 5th St which then crosses SE 5th St onto her property. Brice-adero had done some drain pipe work between bldgs 2&3 back in September.	OPENED-6-15-11: Met with Rebeka and showed her the storm system and that there is not a pipe from Brice-adero going through her property, it is just ground settlement. Complainant understood and was very happy with the answer. We suggest she put filter fabric in front of her wall to trap material where the spring is at. CLOSED
5/25/2011	138-PW-5-25-11	Debbie; LCSD	Cobblestones in front of school district office are sinking again. Says last year city repaired because it was due to a broken pipe.	OPENED-5-25-11: Repaired by streets division. CLOSED
6/23/2011	139-PW-6-23-11	Citizen	Would like NE 11th St rocked and graded	OPENED-6-23-11: Rocked and graded on 6-24-11. CLOSED

6/27/2011	140-PW-6-27-11	Kim	Wants callback regarding manhole in her backyard. Does city have information ast to what it is or who owns it? Also requested information if NE 9th will be connected anytime soon.	<p>OPENED-6-27-11: Called her back. City has no easments that indicated that this storm drain manhole is the City's. 9th St will be paved only when the neighborhood is willing to pay for it. About 20 years ago, City offered to pay for half of the construction costs and the neighbors said no. CLOSED</p>
6/28/2011	141-PW-6-28-11	Bety Dormans via Lincom	Reports strong sewage smell in residence. Has not called a plumber yet. Please call her and discuss situation.	<p>OPENED-6-28-11: Responded to residence and talked to Ms. Dormans. She showed us where the smell was coming from under her house and in her bathroom (it was a dead animal smell not sewer). Checked the manhole by house and crawled under the house and looked for leaks or dead animal and found nothing. Citizen was grateful for us checking everything for her. CLOSED</p>



Memo

To: Jim Voetberg, City Manager and City Council
From: Timothy Gross, Senior Project Manager
Date: July 18, 2011
Re: Capital Projects Status Update

SW Naterlin Drive Sidewalk and Bicycle Improvements

The railings are installed and the project is complete. The Contractor is completing punch list items.

South Beach Transportation Improvement Project

The project is substantially complete. Central Lincoln PUD is waiting for some equipment before they can remove a few remaining poles. When the last poles are removed a few remaining trees will be planted and one light pole installed. The contractor is also waiting for a shorter light pole from the manufacturer which will be installed under the bridge.

Water Filtration Facility

The water treatment plant is progressing on schedule and within the project budget. Painting operations are underway within the building and the general contractor is beginning to install mechanical equipment and misc outdoor pipe systems. Attachments have been provided by the Construction Manager/General Contractor (CM/GC) which includes a schedule of activities for the next three months.

Big Creek Road Slides – FEMA Emergency Assistance

Proposals have been received from Geotechnical Firms. City staff are preparing to interview the top two rated firms. Interviews are scheduled for July 20 and 21.

Coast Park Improvements

Contractor has begun work on this project. The pirate ship playground structure was installed July 11 and the gravel path to the structure is completed. Contractor will begin forming for sidewalk and retaining walls starting July 14 or 15.

Performing Arts Center Reroofing

Solicitation documents have been completed for this project and the projects was advertised beginning June 29. Bids were opened Thursday, July 14 at 2:00. Tentative date for construction to begin is August 15. Please see the separate staff report for details and the bid summary for this project.

31st Street Repairs

This project is completed. Total project cost was \$15,400.

Naterlin Drive to Yaquina Bay State Park Sidewalk

Sheila Lyons the Bike and Pedestrian Program Manager for ODOT has reviewed the conceptual plan for this work and has indicated that ODOT may be willing to contribute up to \$100,000 for improvements that fall within the ODOT right-of-way. Staff has prepared a preliminary design and cost estimate and has submitted this information to ODOT for review. The next step is establishing a contract confirming the grant dollars, acquiring

the necessary permits to do the work, preparing final construction documents, and soliciting quotes for bids. Please see attached exhibit showing the conceptual design of the sidewalk.

Consulting Engineer of Record

Staff have set up interviews the week of July 18th for the purposes of selecting a geotechnical engineer of record and also a streets and storm sewer engineer of record to replace David Evans and Associates. A summary of these interviews will be included in the project update memo for the August 1 Council Meeting.



NEWPORT City of Newport
Engineering Department
 169 SW Coast Highway Phone: 1.541.574.3366
 Newport, OR 97365 Fax: 1.541.265.3301



Legend

- EX C Curb
- EX Conc Ped Ramp
- EX Conc Retaining Wall
- EX Concrete
- PROP Ped Ramp
- PROP Sdwk
- PROP C Curb
- PROP Storm Sewer
- PROP Ped Xing
- PROP Conduit
- Yaquina Bay State Park Property Line
- ODOT ROW Easement

**Sidewalk between
Naterlin Drive
and Yaquina Bay
State Park
Conceptual Design**

0 30 60 120
Feet

This map is for informational use only and has not been prepared for, nor is it suitable for, legal, engineering, or surveying purposes. It includes data from multiple sources. The City of Newport assumes no responsibility for its compilation or use and users of this information are cautioned to verify all information with the City of Newport Engineering Department.

Newport Water Treatment Plant
Construction Cost Tracking

Costs through: 6/30/11
Report Date: 6/29/11

A	B	C	D	← BUDGET →			← ENCUMBRANCES →			← COSTS →			M=L-G
				E	F	G=D+E+F	H	I	J	K	L=J+K	Variance	
Item	Description	UM	Project Budget	Budget Adjustments	Change Orders	Current Budget	Encumbrances to date*	Encumbrances to complete	Costs To Date	Costs To Complete	Forecast Cost at Completion	Variance	
601-008	Preconstruction Services		98,260.00	0.00	0.00	98,260.00	98,260.00	0.00	98,260.00	0.00	98,260.00	0.00	
1000	Early Work Amendment #1 Allowance	ALL	225,335.74	0.00	(3,839.87)	221,995.87	221,995.87	0.00	221,995.87	0.00	221,995.87	0.00	
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	
301	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	
302	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	
303	Reproduction Costs	ALL	12,500.00	0.00	(12,500.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
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/Barricades/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	(3,375.00)	1,625.00	1,625.00	0.00	1,625.00	0.00	1,625.00	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 Facets	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	(3,189.00)	17,811.00	17,811.00	0.00	17,811.00	0.00	17,811.00	0.00	
200	6 Ft Vinyl Coated Chain Link Fence	LS	9,900.00	0.00	(8,920.00)	900.00	900.00	0.00	900.00	0.00	900.00	0.00	
200	Force Main Sewer Line & HDPE Conduit	LS	79,710.21	0.00	4,041.72	83,751.93	83,751.93	0.00	83,751.93	0.00	83,751.93	0.00	
200	Relocate Existing Piping at Clearwell	ALL	59,107.00	0.00	28,704.93	87,811.93	87,811.93	0.00	87,811.93	0.00	87,811.93	0.00	
200	Rammed Aggregate Piers	ALL	400,000.00	0.00	(112,074.30)	287,925.70	287,925.70	0.00	287,925.70	0.00	287,925.70	0.00	
207	Garage Demo	ALL	28,598.78	0.00	(17,798.78)	10,800.00	10,800.00	0.00	10,800.00	0.00	10,800.00	0.00	
0100	GMP #2 General Conditions	MOS	300,000.00	0.00	0.00	300,000.00	210,000.00	90,000.00	210,000.00	90,000.00	300,000.00	0.00	
0110	GMP #2 Reproduction Costs	ALL	7,500.00	0.00	0.00	7,500.00	1,000.00	6,500.00	1,000.00	6,500.00	7,500.00	0.00	
0110	GMP #2 General Housekeeping	MOS	40,244.00	0.00	0.00	40,244.00	28,170.80	12,073.20	28,170.80	12,073.20	40,244.00	0.00	
0115	GMP #2 Material Hoisting/Distribution	MOS	110,045.00	0.00	0.00	110,045.00	77,031.50	33,013.50	77,031.50	33,013.50	110,045.00	0.00	
0120	GMP #2 Temp Fence Maintenance/Signs	LS	1,500.00	0.00	0.00	1,500.00	500.00	1,000.00	500.00	1,000.00	1,500.00	0.00	
0125	Remove and Restoration of laydown areas	LS	7,570.00	0.00	0.00	7,570.00	0.00	7,570.00	0.00	7,570.00	7,570.00	0.00	
0130	Temporary Weather Protection	ALL	15,000.00	0.00	0.00	15,000.00	12,000.00	3,000.00	12,000.00	3,000.00	15,000.00	0.00	
0135	GMP #2 Waste Management	MOS	12,000.00	0.00	0.00	12,000.00	8,400.00	3,600.00	8,400.00	3,600.00	12,000.00	0.00	
0150	GMP #2 Surveying	ALL	7,000.00	0.00	0.00	7,000.00	2,250.00	4,750.00	2,250.00	4,750.00	7,000.00	0.00	
0221	Membrane Bldg Encasements	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	
0224	Site Piping Material	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	
0224	Site Piping Placement	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	
0224	Structural Fill Placement & Grading	LS	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	
0235	Earthwork Allowance	ALL	23,596.00	0.00	0.00	23,596.00	5,800.00	17,796.00	5,800.00	17,796.00	23,596.00	0.00	
0227	Gravel Surfacing Allowance	ALL	24,750.00	0.00	0.00	24,750.00	0.00	24,750.00	0.00	24,750.00	24,750.00	0.00	
0244	Chain Link Fence	LS	16,259.00	0.00	8,900.00	25,159.00	25,159.00	0.00	25,159.00	25,159.00	25,159.00	0.00	
0250	Landscaping Allowance	ALL	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00	0.00	2,500.00	2,500.00	0.00	
0300	Form Materials	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	
0300	Concrete Reinforcement	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	
0300	Concrete & Concrete Pumping	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	
0320	Sidewalks	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	
0320	Membrane Bldg Concrete Placement	LS	138,912.00	0.00	0.00	138,912.00	138,912.00	0.00	138,912.00	0.00	138,912.00	0.00	
0330	Clearwell Concrete Placement	LS	30,389.00	0.00	0.00	30,389.00	30,389.00	0.00	30,389.00	0.00	30,389.00	0.00	

03350	GAZ/Flocc Concrete Placement	LS	26,325.00	0.00	0.00	26,325.00	0.00	0.00	26,325.00	0.00	0.00	26,325.00	0.00
04200	Masonry	LS	349,677.00	0.00	0.00	349,677.00	0.00	0.00	349,677.00	0.00	0.00	349,677.00	0.00
05213	Steel Joists & Decking	LS	182,790.00	0.00	0.00	182,790.00	0.00	0.00	182,790.00	0.00	0.00	182,790.00	0.00
05500	Fabricated Metals	LS	167,993.00	0.00	0.00	167,993.00	0.00	0.00	167,993.00	0.00	0.00	167,993.00	0.00
07230	Building Insulation	ALL	7,500.00	0.00	0.00	7,500.00	0.00	0.00	7,500.00	0.00	0.00	7,500.00	0.00
07412	Roofing	LS	147,567.00	0.00	0.00	147,567.00	0.00	0.00	147,567.00	0.00	0.00	147,567.00	0.00
08110	Metal Doors & Frames	LS	37,388.00	0.00	0.00	37,388.00	0.00	0.00	37,388.00	0.00	0.00	37,388.00	0.00
08220	RFP Doors & Frames	LS	28,066.00	0.00	0.00	28,066.00	0.00	0.00	28,066.00	0.00	0.00	28,066.00	0.00
08332	Overhead Doors	LS	16,675.00	0.00	0.00	16,675.00	0.00	0.00	16,675.00	0.00	0.00	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	0.00	0.00	7,950.00	0.00
08781	Finish Hardware	LS	22,326.00	0.00	0.00	22,326.00	0.00	0.00	22,326.00	0.00	0.00	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	0.00	0.00	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	0.00	0.00	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	0.00	0.00	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	0.00	0.00	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	0.00	0.00	3,209.00	0.00
09900	Painting & Protective Coatings	LS	105,700.00	0.00	0.00	105,700.00	0.00	0.00	105,700.00	0.00	0.00	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	0.00	0.00	12,174.00	0.00
11000	Equipment Hoisting & Accessories	LS	28,000.00	0.00	0.00	28,000.00	0.00	0.00	28,000.00	0.00	0.00	28,000.00	0.00
11023	Chemical Submersible & Sampling Pumps	LS	5,200.00	0.00	0.00	5,200.00	0.00	0.00	5,200.00	0.00	0.00	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	0.00	0.00	15,800.00	0.00
13072	Vertical Turbine Line Pumps	LS	108,000.00	0.00	0.00	108,000.00	0.00	0.00	108,000.00	0.00	0.00	108,000.00	0.00
13073	Vertical Turbine Can Pumps	LS	146,300.00	0.00	0.00	146,300.00	0.00	0.00	146,300.00	0.00	0.00	146,300.00	0.00
13076	Submersible Non-Clog pumps	LS	11,500.00	0.00	0.00	11,500.00	0.00	0.00	11,500.00	0.00	0.00	11,500.00	0.00
13082	Peristaltic Pumps	LS	69,900.00	0.00	0.00	69,900.00	0.00	0.00	69,900.00	0.00	0.00	69,900.00	0.00
13184	Chemical Storage Tanks	LS	59,200.00	0.00	0.00	59,200.00	0.00	0.00	59,200.00	0.00	0.00	59,200.00	0.00
13353	GAC System	LS	326,934.00	0.00	0.00	326,934.00	0.00	0.00	326,934.00	0.00	0.00	326,934.00	0.00
13390	Flocculation System	LS	109,500.00	0.00	0.00	109,500.00	0.00	0.00	109,500.00	0.00	0.00	109,500.00	0.00
15100	Storage Totes	LS	11,600.00	0.00	0.00	11,600.00	0.00	0.00	11,600.00	0.00	0.00	11,600.00	0.00
16004	Laboratory Accessories	LS	10,500.00	0.00	0.00	10,500.00	0.00	0.00	10,500.00	0.00	0.00	10,500.00	0.00
12356	Laboratory Casework & Fumehood	LS	36,323.00	0.00	0.00	36,323.00	0.00	0.00	36,323.00	0.00	0.00	36,323.00	0.00
12580	Furnishings	LS	2,731.00	0.00	0.00	2,731.00	0.00	0.00	2,731.00	0.00	0.00	2,731.00	0.00
13272	Prefabricated Wood Building	ALL	40,855.00	0.00	0.00	40,855.00	0.00	0.00	40,855.00	0.00	0.00	40,855.00	0.00
13276	Glass Lined Steel Reservoir	LS	279,700.00	0.00	0.00	279,700.00	0.00	0.00	279,700.00	0.00	0.00	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	0.00	0.00	79,400.00	0.00
13440	Instrumentation & Controls	LS	197,506.00	0.00	0.00	197,506.00	0.00	0.00	197,506.00	0.00	0.00	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	0.00	0.00	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	0.00	0.00	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	0.00	0.00	417,815.00	0.00
15062	Mechanical Supports	LS	71,554.00	0.00	0.00	71,554.00	0.00	0.00	71,554.00	0.00	0.00	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	0.00	0.00	92,620.00	0.00
15300	Fire Protection	LS	37,102.00	0.00	0.00	37,102.00	0.00	0.00	37,102.00	0.00	0.00	37,102.00	0.00
15400	Plumbing	LS	129,550.00	0.00	0.00	129,550.00	0.00	0.00	129,550.00	0.00	0.00	129,550.00	0.00
15600	HVAC	LS	439,500.00	0.00	0.00	439,500.00	0.00	0.00	439,500.00	0.00	0.00	439,500.00	0.00
16000	Electrical	LS	1,433,094.00	0.00	0.00	1,433,094.00	0.00	0.00	1,433,094.00	0.00	0.00	1,433,094.00	0.00
17100	Intake Mechanical	ALL	297,612.00	0.00	0.00	297,612.00	0.00	0.00	297,612.00	0.00	0.00	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	0.00	0.00	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	0.00	0.00	200,000.00	0.00
18000	Owners Contingency	LS	260,252.00	(82,421.00)	0.00	177,831.00	0.00	0.00	177,831.00	0.00	0.00	177,831.00	0.00
18003	Budget Transfer #1	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18004	Budget Transfer #2	LS	102,672.45	0.00	0.00	102,672.45	0.00	0.00	102,672.45	0.00	0.00	102,672.45	0.00
20002	GMP #1 Fee	LS	633,100.00	0.00	0.00	633,100.00	0.00	0.00	633,100.00	0.00	0.00	633,100.00	0.00
20003	GMP #2 Fee	LS	10,940,609.79	0.00	0.00	10,940,609.79	0.00	0.00	10,940,609.79	0.00	0.00	10,940,609.79	0.00
Totals													(230,093.45)

* Encumbrances include recurring subcontract agreements, work bid by SCO and completed work billed to date.



DIRECTOR OF
GOVERNMENTAL AND PUBLIC AFFAIRS
UNITED STATES COAST GUARD
WASHINGTON, DC 20593-0001

July 7, 2011

Dear Mayor McConnell,

Thank you for your letter dated October 29, 2010 requesting the city of Newport be recertified "A Coast Guard City."

The Coast Guard appreciates your city's continual support of our men and women stationed in the Newport area. I am pleased to inform you that Newport has been recertified "A Coast Guard City."

In accordance with Public Law 105-383, Section 409, and Commandant Instruction Manual 5728.2D, your designation will continue for five years. Six months prior to the end of the five year period, the city of Newport will be required to submit a request for recertification in accordance with the aforementioned manual.

I am grateful for the long-standing relationship that has existed between the Coast Guard and the city of Newport and I am confident this relationship will continue well into the future.

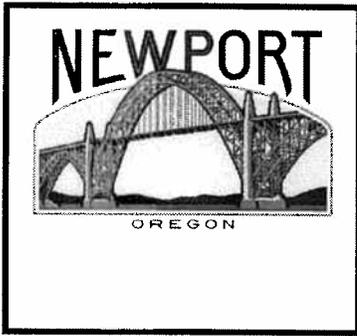
Sincerely,

A handwritten signature in cursive script that reads "Karl L. Schultz".

K. L. SCHULTZ

Rear Admiral, U. S. Coast Guard

The Honorable Mark McConnell
Mayor of Newport
169 SW Coast Highway
Newport, OR 97365



Agenda Item #
Meeting Date

VIII-A
July 18, 2011

CITY COUNCIL AGENDA ITEM SUMMARY
City Of Newport, Oregon

Issue/Agenda Title Celtic Festival Summary Report and Future Recommendation

Prepared By: Jim Protiva Dept Head Approval: JP City Mgr Approval: JV

Issue Before the Council: The issue before Council is a staff review of the Newport Celtic Event 2011 and a discussion on possible future direction.

Staff Recommendation: Staff recommends the city release all interests in the Newport Celtic Festival to the volunteer stakeholder group.

Proposed Motion: I move that the Newport Celtic Festival and Highland Games be transferred in its entirety to the volunteer stake holder group.

Alternate Motion #1: I move that the Parks and Recreation Department maintain control of the Celtic Festival and Highland Games.

Alternate Motion #2: I move that Newport Celtic Festival be transferred to the volunteer stakeholder group, and the Parks and Recreation Department maintain and run the Highland Games in conjunction with Newport Celtic Festival.

Key Facts and Information Summary: Several meetings have taken place with various volunteer stakeholders who have expressed dissatisfaction with the governance of this event and the City of Newport. An apparent divide between volunteers representing different aspects of the event has developed, and it is apparent that no amicable solution will be reached that will allow the Festival to continue as currently structured.

The Parks and Recreation Department started development of a Highland Games in November 2009. While soliciting volunteers to help run the event, it was learned that several persons had been interested in starting a Celtic Festival. Because the two events are complimentary and should be run simultaneously, the two groups appeared to become one. City staff was very clear that this would have to be a city event in order for the city to participate. With city participation came many resources, but also some restrictions. At this initial stage, all energy was expended in gathering support and resources to make the event a reality. Most of the structural or philosophical information was not formalized and perhaps loosely discussed at best. There were considerable discussions on financial matters regarding covering losses and what would happen to surpluses, etc. The commitments made by the Parks and Recreation Department, on behalf of the city, were to ensure festival bills were paid and surplus revenue used for future events.

The Parks and Recreation Department put several key aspects together to organize the event from concept to reality. We secured an intergovernmental agreement with Lincoln County to use the fairgrounds, obtained a tourism grant, and sponsorships by the News Times and Rogue. It appeared that enough support existed and festival planning was put in motion.

Local citizens/business owners volunteered countless hours and expertise to achieve a successful event. Each individual brought their vision and enthusiasm to better the event. Many aspects of the event were created and handled by the volunteers. I cannot overstate the importance of the efforts and passion of community volunteers.

It was assumed that an event of this nature could eventually become profitable. No public discussion or group consensus on how profits would be used was ever reached. It would appear that plenty of ideas have surfaced and the issue is not resolved.

After the event, several wrap-up meetings occurred. At a private meeting, at which no city staff was invited, a discussion apparently occurred regarding the possibility of removing the festival from city control. The attached memo outlines some of the volunteer's intentions.

Recognizing that there are many benefits to the community by holding a pre-season event; future events should be held. There are willing and capable entities that can manage events like this, and Seafood and Wine, Newport Marathon, County Fair, Newport Jazz etc. The city often engages in services which benefit the public but are not embraced by outside organizations. In this case, there is a citizen group willing to accept responsibility for the Celtic Festival. By allowing the transfer of control, the city will not be liable or responsible. City staff resources can be directed toward other opportunities and the risk of financial loss will be eliminated.

The potential advantages to maintaining control of this event would include realizing a future profit that could support city services. Maintaining control might provide more stability, and the city is a known entity that has many resources available, i.e., financial, legal, and maintenance. The city is accessible and responsible, and it is unknown how that can be achieved by private groups.

If it is determined that it is in the best interest of the City of Newport to produce and organize this event, the Parks and Recreation Department will work diligently to formalize a structure and work with Council to form a committee to ensure success.

Other Alternatives Considered: The volunteer stakeholder group has drafted a proposal (dated July 6, 2011) and wish to form a non-profit organization to run future Celtic events in Newport.

City Council Goals: Promotion of Newport and providing opportunities for citizens and visitors.

Attachment List: Celtic Festival summary report prepared by Jim Protiva
Memo from unnamed volunteer organizers of 2011 event

Fiscal Notes: The revenues exceeded expenses by approximately \$5,000. Additional fiscal components include: more than \$20,000 of staff time utilized but not charged to the event; substantial use of city equipment not charged to the event; and the waiver of permits and fees.

Celtic Festival Summary Report

Attendance

The estimated attendance for the 2011 festival was slightly over 3,000 paying attendees. Many of these people were from outside the area. Additionally, there were many athletes, vendors, and local volunteers.

Athletics

The heavy athletic events had a very impressive enrollment of athletes for a first year event. There were three competitors in the A Division, 10 in the B Division, 11 in masters, 10 in Novice, and eight women. This was sufficient to provide roughly 14 hours of competition over the two days. The athletics area held a good crowd on Saturday from mid-morning to the close of the games Saturday night. The crowd was so good that athletes decided to cut short their breaks because they were so excited at the number of spectators, and did not want them to leave while they were resting between events. On Sunday, the crowds were far smaller, partially due to the lower attendance at the festival, and partially due to the poor weather.

The heavy athletics component cost roughly \$2,500 to produce, this includes the purchase of throwing weights which are a one-time expense and can be used for years to come.

Music and Dance

The music stage drew good crowds and feedback received from festival attendees was very positive. The musicians were impressed that the stage ran on schedule. Pumpkin Ride productions was hired to handle this function and proved to be professional with good sound quality and staging. Approximately \$11,000 dollars was spent on musical and dance acts for the festival. The stages and sound equipment provided by Pumpkin Ride Productions was provided with a considerable donation, but still cost \$3,000.

Vendors

We got a really good response from vendors. Vendor fees contributed around \$3,000 to the festival. This was separate from generous donations from the beer sales of Nana's and Rogue. Recruiting efforts from other festivals proved to be very successful and our local shops and restaurants participated as well. While the intent of vendors it to sell

their products and share information, this aspect contributed greatly to the overall event and met a larger participant need for food, beverage, and artifacts.

The private sector contributed in the form of sponsorships, both cash and in-kind. In the public sector, Lincoln County waived fees for the use of the Fairgrounds, and the City of Newport waived fees for facility usage, equipment usage, staff time, and law enforcement.

The many clans that attended provided heritage and visual element that added significantly to the event. The presence of kilted people was felt all over town that weekend.

Summary

For a first year, this event was a great success. Almost all of the minor problems that arose did so because festival staff had to be reactive instead of proactive. Predicting issues for a first year event is extremely difficult and some issues did arise. Now, having completed the first event, subsequent years should be easier and deficiencies can be corrected or planned for in advance.

What Made the Event a Success?

This event received considerable support from the community. Like most events that happen in Newport, community members were willing to donate large amounts of time and talent. This was a community event and would not have been possible without the countless volunteers that pitched in to make such a success.

The City of Newport's Contribution

The City of Newport team contributed to this event through the Police, Public Works, Finance/ Legal, and Parks and Recreation Departments. No direct costs for labor or equipment were charged by departments to this event. The following is a conservative account of value of those services:

City Administration-legal/finance	26 hours	\$1,506.97
Police patrol and administration	28 hours	\$1,625.68
Police volunteer and administration	145 hours	\$3,097.20
Public Works staff	30 hours	\$899.70

Public works equipment		
Street grader		
Backhoe		
Forklift		
Swap loader		
Trailer		
Tools		undetermined
Parks and Recreation		
Staff	15 hours	\$382.00
Coordinator	400 hours	\$11,288.00
Director	45 hours	\$2,092.95
Maintenance	60 hours	\$2,195.40
Parks equipment		
Trucks		
Trailers		
Chainsaws		
Mowers		
Tables and Chairs		undetermined
TOTALS	749	\$23,087.90
	*145 PD volunteer	\$3,097.20

Considerations for Future Events

The addition of volunteers and a defined structure will help with organization and avoid confusion if the event is to grow and evolve. Better communication at the event will ensure spectators have the times and location needed to make choices. Streamlining of entrance gate operations will provide less waiting for patrons. Closer attention to volunteer needs and assignments may help avoid confusion and hard feelings. Consideration should also be directed toward the physical location of the event and precautionary measures should be planned in case the weather turns foul. At the very least, additional tenting should be used at stages and spectator areas. There would be considerable additional cost, but this might be easily offset if the weather does not cooperate. The fairgrounds provide a nice location for this event, although several challenges regarding electricity, cleanliness, and stage repair will need to be anticipated for future events.

Financial Conclusion

Due to hundreds of hours of volunteer work, in-kind donations, and services, governmental resources used but not charged to the event, NCFHG was a financial success. While all of the bills have not been received or accounted for, it appears that this first year cleared over \$5,000.

Celtic Festival Financials as of July 13, 2011

Beginning Fund Balance	
Start Up Grant	\$5,000.
Receipts	\$39,311
Total Resources	\$44,311.00
Total Expenses	\$38,804.37
Less contingency	\$ 500.00
Resources > Expenses	\$5006.63

July 6, 2011

To: City of Newport Parks and Recreation Department, City Manager, Mayor and City Council

From: The Volunteer Organizers of the 2011 Newport Celtic Festival & Highland Games

Subject: 2012 Newport Celtic Festival and Highland Games

It has been said that the Newport Celtic Festival and Highland Games began with a group of individuals who shared and wished to share their Celtic heritage with others and who had a shared desire to bring a Celtic event to the Oregon coast region.

In 2006, Robert MacGregor raised the idea of a Highland Games within local Scottish athletic circles. In 2007, Belinda Goody put forth the idea of developing a Celtic Festival in the area through contacting potential interested parties with Celtic heritage, including the former founder of the Yachats Celtic Music Festival, David Bridson, and former City Manager, Allen O'Neal. Again in December 2008, she prompted locals about the possibility of a Burns Supper and Celtic Festival idea. Less than a year later, in August 2009 Darrell Tatem stopped in at Belinda's Scottish themed B&B to share his dream of having a Highland Games on the Oregon coast.

On February 18, 2010, Belinda sent an e-mail to her list of Celtic contacts to test the waters about forming a committee to discuss these ideas. This included Ken & Susan Spencer (Bridie's Irish Faire), Pete McKeeman (The Digital Diner), Philomena O'Brien (Nana's Irish Pub), Robert MacGregor, Seamus Taylor, Darrell Tatem, Liam Hughes, and many other in the community. The first meeting of this group was held in April 2010. It was the beginning of a fourteen month journey of what would become the first-ever Newport Celtic Festival & Highland Games.

While many events in their infancy come away with a shortfall in their first year, this event proved successful. Not only did the festival provide the greater Newport community with a unique, family-friendly keystone event for the early summer season, but in keeping with the City of Newport's mission of sustainable practices, it became self-sustaining in its first year, generating a positive balance sheet, both directly and indirectly.

The direct net profit is estimated to be in excess of \$20,000.00. The indirect revenues generated through transient room tax, as well as the increase in tourism dollars benefiting Newport's citizens and business communities, have yet to be measured. While this indirect value may pale in comparison to well established annual events like Seafood & Wine, the Jazz Fest or the Newport Marathon, the potential for the Celtic Festival's continued growth and contribution as a positive addition to the Newport tourism calendar has now been established.

This unqualified success story is due to a number of factors. Most of all, it is due to the colossal amount of work contributed by the core organizers and festival volunteers who made the effort to garner sponsorships, stir interest and support from the community, and who worked diligently for over a year to bring the festival to fruition.

Recently, a majority of these core organizers, key volunteers and sponsors met at the request of Jim Protiva, Director of the City of Newport's Parks and Recreation Department. The meeting was held to discuss the outcome of the 2011 Newport Celtic Festival and Highland Games. During this meeting they

discussed what went well, what areas need improvement and reviewed the feedback provided by Jim Protiva.

The group also considered the feedback received through post-event exit surveys conducted online. The exit surveys are being solicited through the festival's web site with specific polls conducted for patrons, vendors, performers, sponsors, non-profit organizations, athletes and volunteers who participated in the 2011 Newport Celtic Festival and Highland Games.

In addition, the group has considered the counsel and mentorship of the Executive Director of the Celtic Classic in Bethlehem, PA. With over 250,000 in attendance, the Celtic Classic is the largest such festival in North America. Now in their 24th year, the Celtic Classic has supported our group throughout this first event as part of their non-profit mission to promote Celtic heritage.

After many hours of thoughtful discussion and deliberation, a majority of this group has reached a unified conclusion that it is in the best interest of the festival and the City to create a transparent management team to coordinate all aspects of the festival operation. This team would be dedicated to core values of their mission, which is "to facilitate education of and cultivate Celtic heritage through the creation and development a Celtic festival and Highland Games and Celtic cultural events, to be held on the central Oregon coast that provide and foster educational experiences for the community, while recognizing all Celtic cultures in the most accurate and respectful way possible."

Similar to the organizations which oversee the *Celtic Classic* and other cultural events, our group has unanimously opted to form a separate, non-profit corporation with the intent of seeking tax exempt status. The group believes this to be the next logical, and necessary, step in the evolution of the Newport Celtic Festival project.

This new non-profit organization will consist of citizens whose specific focus is to ensure the quality and uniqueness of Celtic culture is preserved for the benefit of the community at large. We believe this type of public-private partnership offers several mutually beneficial opportunities both for the group, and the City of Newport.

The new organization will include a governing Board of Directors consisting of seven members of the community who have a vested interest in supporting this event, which will include a guaranteed ("inherited") seat for a representative from the City of Newport.

All remaining board members will be nominated, vetted and voted into their positions per the bylaws. An Executive Committee will be created to oversee the 15 subcommittees required to manage and operate the Newport Celtic Festival and Highland Games effectively and efficiently.

In keeping with its mission of fostering education and cultivating Celtic heritage, the group has agreed to support the City of Newport Parks and Recreation Department's initiative to continue to offer year-round Highland Games Clinics. We believe this is an important element in the development and promotion of Scottish athletics and will potentially provide "home grown" athletes for competition in future years. For purposes of maintaining continuity, the group's intent is to invite Liam Hughes to serve as the Chair of the Highland Games Committee as one of those 15 chaired positions.

As this event grows, we anticipate additional visibility and revenue for the City of Newport raised through the lodging tax revenues, without the additional drain on City employees' time and services. Furthermore, this non-profit organization would serve to form a legal entity which would better shield

the City of Newport from the many potential legal and/or liability concerns the City of Newport was put at risk of in supporting this first event through its own liability insurance coverage.

In addition to freeing the City of Newport from added responsibilities and potential liabilities, the City would receive a special designation as "The Official Host City of the Newport Celtic Festival & Highland Games" with promotion as such in all published materials and marketing.

This group believes it is in the best interest of the community for the group to continue its preparations for the 2012 event with what we hope to be a smooth transition. It is important that we do so with the City of Newport and the Parks and Recreation Department's public support in order that we may move forward with the establishment of this separate non-profit organization and allow it to progress unhindered with plans for the future of the Newport Celtic Festival and Highland Games.

In summary, the benefits to the City of Newport are:

- Inherited Position on the Board of Directors
- Support for continuing Highland Games Clinics offered by the Parks & Rec Department
- Chaired position on the Highland Games Committee
- An annual festival in the summer shoulder season where none had previously existed
- Increased City revenues through room tax
- Increased publicity, visibility for Newport as a tourism destination
- Increased tourism dollars benefiting Newport's citizens and business communities
- Absence of responsibility or liability
- Designation as "Official Host City"

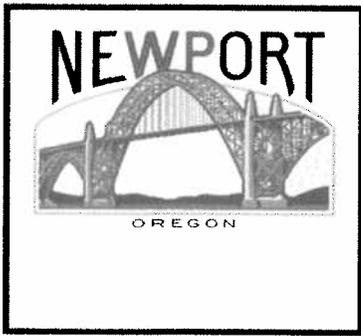
In the next few weeks, the new organization will be formalized, at which time it will be able to receive the net proceeds of the 2011 Newport Celtic Festival & Highland Games currently held in trust by the City of Newport, thereby fulfilling their pledge that the funds be used as 'seed money' toward the 2012 Newport Celtic Festival & Highland Games.

In order to continue moving forward, the new non-profit organization must retain any and all materials and established permissions acquired for use in future events. This includes equipment, signage, souvenirs, items donated by sponsors, volunteers and others, purchased with funds, agreements or understandings made in the name of the festival or in any way used in connection from the 2011 Newport Celtic Festival & Highland Games. Although this would include the Highland Games athletic equipment obtained, in part, using sponsorship dollars, the group agrees this equipment should be given special consideration in order that the equipment is continue its intended use in offering Highland Games Clinics put on by the City of Newport's Parks and Recreation Department .

The group recognizes and appreciates the contribution that the City of Newport and the Parks & Rec have put forth in enabling the group to establish the inaugural festival. It is the desire of this group that the new non-profit entity and its members maintain a mutually beneficial and professional working relationship with the City of Newport and the Parks and Recreation Department.

Conclusion:

We believe that a separate non-profit entity working with the City in a public-private partnership is the best solution for growing and staging the event in a timely, efficient and effective manner, and continuing to provide value to both the Celtic community and the community at large.



Agenda Item #
Meeting Date

X - A
July 18, 2011

CITY COUNCIL AGENDA ITEM SUMMARY
City of Newport, Oregon

Issue/Agenda Title Consideration of an ordinance amending the Newport Comprehensive Plan, Zoning Ordinance, and Municipal Code Relating to Geologic Hazards (File No. 12-Z-09)

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

ISSUE BEFORE THE COUNCIL: Consideration of whether or not it is in the public interest to amend the Natural Features Chapter of the Newport Comprehensive Plan, the Geologic Hazards Section of the Newport Zoning Ordinance (Section 2-4-7), and land division criteria related to geologic hazards in Title XIII of the Municipal Code.

The Council held a public hearing on June 14, 2011 regarding the question of the proposed amendments and directed staff to bring forward an ordinance for adoption as recommended by the Planning Commission with the following changes:

- A. Revise the Geologic Hazard Areas Section of the Zoning Ordinance to require a Geologic Permit only if development activities occur within a hazard area as defined in the draft amendments, as opposed to a Permit being required if a portion of the parcel or lot includes a hazard area. Hazard areas include active and high risk dune or bluff backed erosion areas mapped along the coast line and landslide hazards mapped within the City generally.
- B. Amend Goal 1, Policy 3, of the Natural Features Chapter of the Newport Comprehensive Plan to reflect the Council's desire that procedures be put in place to address circumstances where a potential hazard may exist in areas that are not specifically identified on adopted maps. Such procedures are included in the amendments to the Geologic Hazard Areas Section of the Zoning Ordinance. This revision also clarifies that Policy 3 is intended to provide direction for how implementing land use regulations are to be crafted and not as a land use criterion unto itself. This addresses a shortcoming in the existing Comprehensive Plan identified in past litigation.

STAFF RECOMMENDATION: Assuming the ordinance accurately reflects the Council's direction, staff recommends it be adopted.

MOTIONS FOR ADOPTION: I move for reading by title only of an ordinance amending the City of Newport Comprehensive Plan, Subdivision Ordinance and Zoning Ordinance to update geologic hazards provisions and for adoption by roll call vote.

KEY FACTS AND INFORMATION SUMMARY: The existing City of Newport Zoning Ordinance (No. 1308, as amended) requires that persons interested in developing property within geologically hazardous areas retain a certified engineering geologist to evaluate the site and building plans prior to city approval of a proposed development. Such evaluations are reviewed and approved by the City under a Geologic Permit.

As part of the City project to comprehensively update and streamline its Zoning Ordinance, the City of Newport Planning Commission and its Citizens Advisory Committee have completed a comprehensive review of Zoning Ordinance Section 2-4-7 ("Geologic Hazard Areas"). Changes include updates to the maps used to identify when site specific geologic evaluations are needed; replacement of certain provisions that are vague or overly strict with respect to when Geologic Permits are required; new standards for erosion control during construction; a requirement that engineering geologists perform a post-construction certification that development was undertaken in accordance with

their recommendations; and a requirement that undeveloped lots in land divisions must include buildable sites outside of active or high risk areas. The Natural Features Chapter of the Newport Comprehensive Plan is being amended to update the Plan's description of landslide areas and coastal erosion areas in Newport to correspond with new mapping.

The Planning Commission and Citizens Advisory Committee reviewed the proposed changes at eight separate work sessions from October of 2009 through May of 2010. A public workshop was held by staff on February 17, 2010 and public hearings before the Planning Commission were conducted on March 8, 2010, April 26, 2010, June 14, 2010, and July 12, 2010. Affected property owners received direct mail notice of the workshop and initial hearing. At the July 12, 2010 public hearing, the Planning Commission voted to recommend adoption of the proposed amendments.

In making their initial recommendation, the Commission considered more than 120 written comments from affected property owners and interested parties. Most opposed provisions in earlier drafts of the ordinance that would have imposed specific construction limitations for development in high risk areas and required property owners developing in such areas to record a statement in the deed records acknowledging risk and disclosure requirements. The construction limitations and deed recording requirement have since been dropped.

The City Council held a joint work session with the Planning Commission on August 9, 2010. An initial hearing by the Council was held September 7, 2010. Following the hearing, the Council held another work session, on September 27, 2010, to consider the testimony it received. Staff prepared changes to the ordinance in response to public testimony. The changes, outlined in a memo, were presented to the Council and public at the work session and subsequent hearing on October 18, 2010. At the conclusion of the October hearing, the Council closed the public record to additional testimony but kept its deliberations open. The Council continued its deliberations on November 15, 2010 and held a work session on November 29, 2010. At its December 6, 2010 meeting the Council referred the package of amendments to the Planning Commission for an "on the record" review and recommendation on how best to address development in moderate risk hazard areas, an issue they didn't feel was fully vetted when the Commission made its original recommendation back in July.

The Planning Commission conducted a work session on January 24, 2011 to consider the Council's referral and provided the requested recommendation on February 14, 2011. The City Council held a work session on April 4, 2011, and considering that there were four new members, elected to hold an additional public hearing before taking action on the proposal. The Council reopened the record to public testimony on April 18, 2011 and closed the record on May 27, 2011, so that they could review comments prior to the June 14, 2011 public hearing.

As this is a legislative item, there are no approval criteria.

OTHER ALTERNATIVES CONSIDERED: None.

CITY COUNCIL GOALS: The proposed changes are part of the comprehensive update to the Zoning Ordinance, which the Council set as a goal to complete.

ATTACHMENT LIST:

Ordinance and associated exhibits.

FISCAL NOTES: A permit fee is established to partially offset the City's cost of reviewing the permit applications. The fee is subject to adjustment pursuant to Resolution #3486, with the objective of recovering 50% of the direct costs. Changes contained in this ordinance should not impact City resources to such a degree that the fee will need to be revisited.

CITY OF NEWPORT

ORDINANCE NO. 2017

**ORDINANCE AMENDING CITY OF NEWPORT COMPREHENSIVE PLAN
(ORDINANCE NO. 1621), SUBDIVISION ORDINANCE NO. 1990, AND ZONING
ORDINANCE NO. 1308, TO UPDATE GEOLOGIC HAZARD AREAS PROVISIONS**

Findings:

1. The City of Newport Zoning Ordinance (No. 1308, as amended) requires that persons interested in developing property within geologically hazardous areas retain a certified engineering geologist to evaluate the site and building plans prior to city review and approval of a proposed development. Such evaluations are reviewed and approved by the City under a Geologic Permit.
2. The City of Newport Planning Commission and its Citizens Advisory Committee completed a comprehensive review of the Geologic Hazard Areas Section of the Zoning Ordinance (Section 2-4-7) and determined that changes are needed to properly implement the Natural Features Chapter of the Newport Comprehensive Plan. The changes include updates to the maps used to identify when site specific geologic evaluations are needed; replacement of certain provisions that are vague or overly strict with respect to when Geologic Permits are required; new standards for erosion control during construction; a requirement that engineering geologists perform post-construction certification that development was undertaken in accordance with their recommendations; and a requirement that undeveloped lots in land divisions must include buildable sites outside of active or high risk areas.
3. The Newport Planning Commission and Planning Commission Citizens Advisory Committee evaluated the Shoreland Hazards Section of the Natural Features Chapter of the Newport Comprehensive Plan and determined that the Plan's description of landslide and coastal erosion areas in Newport needs to be updated to correspond with new mapping, consistent with Goal 1, Policy 2 of the Natural Features Chapter, which requires the City to maintain and, where necessary, update ordinances that control development in environmentally hazardous areas.
4. The Newport Planning Commission and Planning Commission Citizens Advisory Committee reviewed the above referenced changes to the Comprehensive Plan and Zoning Ordinance, including related land division provisions in the Municipal Code, at nine separate work sessions from October of 2009 through January of 2011. A public workshop was held by staff on February 17, 2010 and public hearings before the Planning Commission were conducted on March 8, April 26, June 14, and July 12, 2010. Affected property owners received direct mail notice of the workshop and initial hearing. The Planning Commission also conducted an "on the record" review of the draft proposal, at the City Council's request, on February 14, 2011. The Planning Commission voted to recommend adoption of the proposed amendments (Newport File No. 12-Z-09).
5. The City Council held public hearings on September 7, 2010, October 18, 2010, November 15, 2010, December 6, 2010 and June 14, 2011 regarding the question of the proposed revisions, and voted in favor of their adoption with minor revisions after considering the recommendation of the Planning Commission, hearing testimony, and evidence in the record. Those revisions are as follows:

- A. The Geologic Hazard Areas Section of the Zoning Ordinance has been revised to require a

Geologic Permit only if development activities occur within a hazard area as defined in the draft amendments. The Council further accepts the Planning Commission's recommendation that the 60 to 100 year timeframe used to identify moderate risk areas in DOGAMI Open File Report OFR O-04-09 does not rise to the level of risk envisioned in the Newport Comprehensive Plan as necessitating a site evaluation.

B. Goal 1, Policy 3, of the Natural Features Chapter of the Newport Comprehensive Plan has been revised to reflect the Council's desire that procedures be put in place to address circumstances where a potential hazard may exist in areas that are not specifically identified on adopted maps. Such procedures are included in the amendments to the Geologic Hazard Areas Section of the Zoning Ordinance. This revision also clarifies that Policy 3 is intended to provide direction for how implementing land use regulations are to be crafted and not as a land use criterion unto itself.

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

THE CITY OF NEWPORT ORDAINS AS FOLLOWS:

Section 1. The above findings are hereby adopted as support for the Council's following amendments.

Section 2. The following definition is added to Section 2-1-1.101 of Ordinance No. 1308 (as amended), to be inserted in alphabetical order:

“Geologic Hazards. A geologic condition that is a potential danger to life and property which includes but is not limited to earthquakes, landslides, erosion, expansive soils, fault displacement, and subsidence.”

Section 3. Section 2-4-7 of Ordinance No. 1308 (as amended), Geologic Hazards Areas, is repealed in its entirety and replaced with a new Section 2-4-7, as shown in Exhibit "A".

Section 4. Section 13.05.030 of Ordinance No. 1990 is hereby amended to add the following subsection H:

“H. Lots and Parcels within Geologic Hazard Areas. Each new undeveloped lot or parcel shall include a minimum 1000 square foot building footprint within which a structure could be constructed and which is located outside of active and high hazard zones and active landslide areas (See Section 2-4-7 of the Zoning Ordinance for an explanation of hazard zones). New public infrastructure serving a lot or parcel shall similarly be located outside of active and high hazard zones and active landslide areas.”

Section 5. Section 13.05.070(A)(10) of Ordinance No. 1990 is repealed in its entirety and replaced with the following language:

“Where geologic hazards are known to exist on part or all of the property in question based on adopted maps of the City of Newport, a geologic hazard report is required and shall be provided in accordance with the requirements of Section 2-4-7 of the Zoning Ordinance. The report must clearly state what measures will be taken to safeguard against existing hazards.”

Section 6. The Shoreland Hazards Section of the Natural Features Chapter of Ordinance No. 1621 (as amended), is hereby amended as shown in Exhibit "B".

Section 7. Goal 1, Policy 3 of the Natural Features Chapter of Ordinance No. 1621 (as amended), is hereby amended as shown in Exhibit "C".

Section 8. This ordinance shall take effect 30 days after adoption.

Date adopted: _____.

Signed by the Mayor on _____.

Mark McConnell, Mayor

ATTEST:

Margaret M. Hawker, City Recorder

Section 2-4-7. GEOLOGIC HAZARDS OVERLAY

2-4-7.005. Purpose. The purpose of this section is to promote the public health, safety, and general welfare by minimizing public and private losses due to earth movement hazards and limiting erosion and related environmental damage, consistent with Statewide Planning Goals 7 and 18, and the Natural Features Section of the Newport Comprehensive Plan.

2-4-7.010. Applicability of Geologic Hazards Regulations.

A. The following are areas of known geologic hazards or are potentially hazardous and are therefore subject to the requirements of Section 2-4-7:

- (1) Bluff or dune backed shoreline areas within high or active hazard zones identified in the Department of Geology and Mineral Industries (DOGAMI) Open File Report O-04-09 Evaluation of Coastal Erosion Hazard Zones along Dune and Bluff Backed Shorelines in Lincoln County, Oregon: Cascade Head to Seal Rock, Technical Report to Lincoln County, dated 2004.
- (2) Active or potential landslide areas, prehistoric landslides, or other landslide risk areas identified in the DOGAMI Open File Report O-04-09.
- (3) Any other documented geologic hazard area on file, at the time of inquiry, in the office of the City of Newport Community Development Department.

A “documented geologic hazard area” means a unit of land, which is shown by reasonable written evidence to contain geological characteristics/conditions which are hazardous or potentially hazardous for the improvement thereof.

- B. The DOGAMI Open File Report O-04-09 is not intended as a site specific analysis tool. The City will use DOGAMI Open File Report O-04-09 to identify when a Geologic Report is needed on property prior to development. A Geologic Report that applies to a specific property and that identifies a proposed development on the property as being in a different hazard zone than that identified in DOGAMI Open File Report O-04-09, shall control over DOGAMI Open File Report O-04-09 and shall establish the bluff or dune backed shoreline hazard zone or landslide risk area that applies to that specific property. The time restriction set forth in sub-section 2-4-7.030 shall not apply to such determinations.
- C. In circumstances where a property owner establishes or a Geologic Report identifies that development, construction, or site clearing (including tree removal) will occur outside of a bluff or dune backed shoreline hazard zone or landslide risk areas, as defined above, no further review is required under this Section 2-4-7.
- D. If the results of a Geologic Report are substantially different than the hazard designations contained in DOGAMI Open File Report O-04-09 then the city shall provide notice to the Department of Geology and Mineral Industries (DOGAMI) and Department of Land Conservation and Development (DLCD). The agencies will have 15 days to provide comments and the city shall consider agency comments and determine whether or not it is appropriate to issue a Geologic Permit.

Exhibit A to Ordinance No. 2017, Replacing Section 2-4-7 of the Newport Zoning Ordinance (Ordinance No. 1308, as Amended) Relating to Geologic Hazards

2-4-7.015. Geologic Permit Required. All persons proposing development, construction, or site clearing (including tree removal) within a geologic hazard area as defined in 2-4-7.010 shall obtain a Geologic Permit. The Geologic Permit may be applied for prior to or in conjunction with a building permit, grading permit, or any other permit required by the City.

Unless otherwise provided by City ordinance or other provision of law, any Geologic Permit so issued shall be valid for the same period of time as a building permit issued under the Uniform Building Code then in effect.

2-4-7.025. Exemptions. The following activities are exempt from the provisions of this chapter:

- A. Maintenance, repair, or alterations to existing structures that do not alter the building footprint or foundation;
- B. An excavation which is less than two feet in depth, or which involves less than twenty-five cubic yards of volume;
- C. Fill which is less than two feet in depth, or which involves less than twenty-five cubic yards of volume;
- D. Exploratory excavations under the direction of a registered engineering geologist or geotechnical engineer;
- E. Construction of structures for which a building permit is not required;
- F. Removal of trees smaller than 8-inches dbh (diameter breast height);
- G. Removal of trees larger than 8-inches dbh (diameter breast height) provided the canopy area of the trees that are removed in any one year period is less than twenty-five percent of the lot or parcel area;
- H. Forest practices as defined by ORS 527 (the State Forest Practices Act) and approved by the state Department of Forestry;
- I. Maintenance and reconstruction of public and private roads, streets, parking lots, driveways, and utility lines, provided the work does not extend outside the previously disturbed area;
- J. Installation of utility lines not including electric substations; and
- K. Emergency response activities intended to reduce or eliminate an immediate danger to life, property, or flood or fire hazard.

2-4-7.025. Application Submittal Requirements. In addition to a land use application form with the information required in Section 2-6-1.020, an application for a Geologic Permit shall include the following:

- A. A site plan that illustrates areas of disturbance, ground topography (contours), roads and driveways, an outline of wooded or naturally vegetated areas, watercourses, erosion control measures, and trees with a diameter of at least 8-inches dbh (diameter breast height) proposed for removal; and

Exhibit A to Ordinance No. 2017, Replacing Section 2-4-7 of the Newport Zoning Ordinance (Ordinance No. 1308, as Amended) Relating to Geologic Hazards

- B. An estimate of depths and the extent of all proposed excavation and fill work; and
- C. Identification of the bluff or dune backed hazard zone or landslide hazard zone for the parcel or lot upon which development is to occur. In cases where properties are mapped with more than one hazard zone, a certified engineering geologist shall identify the hazard zone(s) within which development is proposed; and
- D. A Geologic Report prepared by a certified engineering geologist, establishing that the site is suitable for the proposed development; and
- E. An engineering report, prepared by a licensed civil engineer, geotechnical engineer, or certified engineering geologist (to the extent qualified), must be provided if engineering remediation is anticipated to make the site suitable for the proposed development.

2-4-7.030. Geologic Report Guidelines. Geologic Reports shall be prepared consistent with standard geologic practices employing generally accepted scientific and engineering principles and shall, at a minimum, contain the items outlined in the Oregon State Board of Geologist Examiners "Guidelines for Preparing Engineering Geologic Reports in Oregon," in use on the effective date of this section. Such reports shall address sub-sections 2-4-7.035 to 2-4-7.045, as applicable. For oceanfront property, reports shall also address the "Geological Report Guidelines for New Development on Oceanfront Properties," prepared by the Oregon Coastal Management Program of the Department of Land Conservation and Development, in use as of the effective date of this section. All Geologic Reports are valid as prima facie evidence of the information therein contained for a period of five (5) years. They are only valid for the development plan addressed in the report. The city assumes no responsibility for the quality or accuracy of such reports.

2-4-7.035. Construction Limitations within Geologic Hazard Areas.

- A. New construction shall be limited to the recommendations, if any, contained in the Geologic Report; and
 - (1) Property owners should consider use of construction techniques that will render new buildings readily moveable in the event they need to be relocated; and
 - (2) Properties shall possess access of sufficient width and grade to permit new buildings to be relocated or dismantled and removed from the site.

2-4-7.040. Prohibited Development on Beaches and Foredunes. Construction of residential, commercial, or industrial buildings is prohibited on beaches, active foredunes, other foredunes that are conditionally stable and subject to ocean undercutting or wave overtopping, and interdune areas (deflation plains) that are subject to ocean flooding. Other development in these areas shall be permitted only if a certified engineering geologist determines that the development is adequately protected from any geologic hazards, wind erosion, undercutting, ocean flooding and storm waves and is designed to minimize adverse environmental effects. Such a determination shall consider:

Exhibit A to Ordinance No. 2017, Replacing Section 2-4-7 of the Newport Zoning Ordinance (Ordinance No. 1308, as Amended) Relating to Geologic Hazards

- A. The type of use proposed and the adverse effects it might have on the site and adjacent areas;
- B. Temporary and permanent stabilization programs and the planned maintenance of new and existing vegetation;
- C. Methods for protecting the surrounding area from any adverse effects of the development; and
- D. Hazards to life, public and private property, and the natural environment that may be caused by the proposed use.

2-4-7.045. Erosion Control Measures. In addition to completing a Geologic Report, a certified engineering geologist shall address the following standards.

- A. Stripping of vegetation, grading, or other soil disturbance shall be done in a manner which will minimize soil erosion, stabilize the soil as quickly as practicable, and expose the smallest practical area at any one time during construction;
- B. Development plans shall minimize cut or fill operations so as to prevent off-site impacts;
- C. Temporary vegetation and/or mulching shall be used to protect exposed critical areas during development;
- D. Permanent plantings and any required structural erosion control and drainage measures shall be installed as soon as practical;
- E. Provisions shall be made to effectively accommodate increased runoff caused by altered soil and surface conditions during and after development. The rate of surface water runoff shall be structurally retarded where necessary;
- F. Provisions shall be made to prevent surface water from damaging the cut face of excavations or the sloping surface of fills by installation of temporary or permanent drainage across or above such areas, or by other suitable stabilization measures such as mulching, seeding, planting, or armoring with rolled erosion control products, stone, or other similar methods;
- G. All drainage provisions shall be designed to adequately carry existing and potential surface runoff from the twenty year frequency storm to suitable drainageways such as storm drains, natural watercourses, or drainage swales. In no case shall runoff be directed in such a way that it significantly decreases the stability of known landslides or areas identified as unstable slopes prone to earth movement, either by erosion or increase of groundwater pressure.
- H. Where drainage swales are used to divert surface waters, they shall be vegetated or protected as necessary to prevent offsite erosion and sediment transport;
- I. Erosion and sediment control devices shall be required where necessary to prevent polluting discharges from occurring. Control devices and measures which may be required include, but are not limited to:
 - (1) Energy absorbing devices to reduce runoff water velocity;

Exhibit A to Ordinance No. 2017, Replacing Section 2-4-7 of the Newport Zoning Ordinance (Ordinance No. 1308, as Amended) Relating to Geologic Hazards

- (2) Sedimentation controls such as sediment or debris basins. Any trapped materials shall be removed to an approved disposal site on an approved schedule;
- (3) Dispersal of water runoff from developed areas over large undisturbed areas;
- J. Disposed spoil material or stockpiled topsoil shall be prevented from eroding into streams or drainageways by applying mulch or other protective covering; or by location at a sufficient distance from streams or drainageways; or by other sediment reduction measures; and
- K. Such non-erosion pollution associated with construction such as pesticides, fertilizers, petrochemicals, solid wastes, construction chemicals, or wastewaters shall be prevented from leaving the construction site through proper handling, disposal, site monitoring and clean-up activities.

2-4-7.050. Storm water Retention Facilities Required. For structures, driveways, parking areas, or other impervious surfaces in areas of 12% slope or greater, the release rate and sedimentation of storm water shall be controlled by the use of retention facilities as specified by the City Engineer. The retention facilities shall be designed for storms having a 20 year recurrence frequency. Storm waters shall be directed into a drainage with adequate capacity so as not to flood adjacent or downstream property.

2-4-7.055. Approval Authority. An application shall be processed and authorized using a Type I decision making procedure.

2-4-7.060. Appeals of Geologic Permits. Any appeal from the issuance or denial of a Geologic Permit shall be filed within 15 calendar days of the date the City issues a final order as provided by Section 2-6-1.050. Appellants challenging substantive elements of a Geologic Report shall submit their own analysis prepared by a certified engineering geologist. Such report shall be provided within 30 days of the date the appeal is filed. A failure to submit a report within this timeframe is grounds for dismissal of the appeal.

2-4-7.065. Certification of Compliance. No development requiring a Geologic Report shall receive final approval (e.g. certificate of occupancy, final inspection, etc.) until the City receives a written statement by a certified engineering geologist indicating that all performance, mitigation, and monitoring measures contained in the report have been satisfied. If mitigation measures involve engineering solutions prepared by a licensed professional engineer, then the City must also receive an additional written statement of compliance by the design engineer.

2-4-7.070. Removal of Sedimentation. Whenever sedimentation is caused by stripping vegetation, grading, or other development, it shall be the responsibility of the person, corporation, or other entity causing such sedimentation to remove it from all adjoining surfaces and drainage systems and to return the affected areas to their original or equal condition prior to final approval of the project.

2-4-7.075. Applicability of Nonconforming Use Provisions.

- A. A building or structure that is nonconforming under section 2-5-1 of the Zoning Ordinance that is destroyed by fire, other casualty or natural disaster shall be subject to the casualty loss

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provisions contained in section 2-5-1 of the Zoning Ordinance. Application of the provisions of this section to a property shall not have the effect of rendering it nonconforming.

- B. A building or structure that conforms to the Zoning Ordinance that is destroyed by fire, other casualty or natural disaster may be replaced with a building or structure of up to the same size provided a Geologic Report is prepared by a certified engineering geologist. A Geologic Report prepared pursuant to this subsection shall adhere to the Geologic Report Guidelines outlined in subsection 2-4-7.030. All recommendations contained in the report shall be followed, however the report need not establish that the site is suitable for development as required in subsection 2-4-7.025(D). An application filed under this subsection shall be processed and authorized as a ministerial action by the Community Development Department.

Shoreland Hazards

Ocean Flooding

Ocean flooding is the inundation of lowland areas along the coast by salt water due to tidal action, storm surge, or tsunamis (seismic sea waves). Landforms in Newport subject to ocean flooding include beaches, the bases of sea cliffs, marshes and low-lying interdune areas. All areas shown on the Flood Insurance Rate Map in Zone V and areas below the 10 foot elevation south of and adjacent to the south jetty are considered to be areas subject to ocean flooding.

The National Flood Insurance Program (FIA) requires that all living areas or residences built or rebuilt within the floodplain be built so that the lowest habitable floor is at least one foot above the base flood level. In addition, buildings, foundations, and other structures must be built so that flood problems are not worsened in other areas. The City of Newport flood plain management regulations for coastal high hazard zones have been recognized as appropriate by FEMA.²¹

Shoreline Protection Measures

Ocean wave undercutting and consequent sea cliff erosion has been identified as a major source of beach sand. The following description of landslide areas also notes the role of ocean wave action. In an effort to protect property from cliff retreat, sand movement, and ocean flooding, several shoreline protection features have been built.

RNKR Associates mapped riprap armor along the shoreline in order to inventory these features. These are shown on the Ocean Shorelands map beginning on page 50. Control of shoreline protection features by local authorities is needed to prevent unexpected changes in beach equilibrium or aggravated erosion of adjacent lands. RNKR suggested several questions to be answered in the review of new shoreline protection structures which have been incorporated into ordinances controlling development along the shoreland.

In addition to city policies and regulations, beach areas within the vegetation line established by ORS 390 are under the jurisdiction of the Oregon State Parks and the Division of State Lands. A permit is required from those agencies prior to the construction of any beach front protective structures.

Landslide and Coastal Erosion Areas

Landslide and Coastal Erosion areas were mapped within the Newport urban growth boundary in the 2004 document titled Evaluation of Coastal Erosion Hazard Zones Along Dune and Bluff Backed Shorelines In Lincoln County, Oregon: Cascade

²¹ Federal Emergency Management Agency, letter to the City of Newport, 1987.

Head to Seal Rock, by the Oregon Department of Geology and Mineral Industries (OFR O-04-09). The document and maps is included here by reference. The report describes several types of mass movement (mud flow, slump, soil creep, and debris avalanche) and defines the mapped landslide areas:

Prehistoric Mass Movements: Generally speaking, these are very large landslide and slide blocks that predate historical observations on the Oregon coast (about 150 years) and are deeply eroded with no evidence of recent slide activity.

Potentially Active Mass Movements: These are areas of mass movements that are currently stable (no bowed trees or cracked soil and pavement) but with evidence of recurrent movement in the last 150 years. Unlike the prehistoric slides, these features are generally not extensively eroded and have well preserved topography indicative of recent movement. Many show no evidence of movement since 1939 or 1967 aerial photography but are probably more likely to have movements than the prehistoric slide areas.

Active Mass Movements: These areas have evidence such as bowed trees and cracked soil or pavement that indicate ongoing down slope movement of large masses of soil or rock.

Quaternary Landslides: Quaternary landslides were mapped by Snively and others (1976 and 1996). These landslides are shown in inland portions of the City and were not investigated in the 2004 DOGAMI report.

Landslide Terrain: Areas identified as landslide terrain were interpreted by Schlicker and others (1973) from aerial photos and reconnaissance-level fieldwork. The terrain may be landslide or just rolling topography similar to that produced by landslide processes and needs to be field checked.

Bluff and Dune Backed Shoreline Hazard Areas: Coastal bluff and dune backed shoreline areas characterized by existing, active erosion processes and three zones of potential future erosion (high, moderate, and low) that respectively depict decreasing risk of becoming active in the future as modeled in the DOGAMI report. The respective hazard zones are more particularly described as follows:

Active Erosion Hazard Zones – For dune backed shorelines, the active hazard zone encompasses the active beach to the top of the first vegetated foredune, and includes those areas subject to large morphological changes adjacent to the mouths of bays due to inlet migration. On bluff backed shorelines the active hazard zone includes actively eroding coastal bluff escarpments and active or potentially active coastal landslides.

High Risk Erosion Hazard Zones – For dune backed shorelines, the high risk scenario is based on a large storm wave event (wave heights 47.6 ft high) occurring over the cycle of an above average high tide, coincident with a 3.3 ft

storm surge. For bluff backed shoreline areas, the high risk zone portrays bluff retreat that would occur if only gradual erosion at a relatively low mean rate were to occur over a 60 year period after the slope reaches and maintains its ideal angle of repose (for talus of the bluff material).

Moderate Risk Erosion Hazard Zones – For dune backed shorelines, the moderate risk scenario is based on an extremely severe storm event (waves 52.5 ft high) coupled with a long term rise in sea level of 1.31 ft. For bluff backed shoreline areas, the moderate risk zone portrays an average amount of bluff retreat that would occur from the combined processes of block failures, retreat to an angle of repose, and erosion for 60 to 100 years.

Low Risk Erosion Hazard Zones – For dune backed shorelines, the low risk scenario is similar to the moderate risk approach but incorporates a 3.3 ft vertical lowering of the coast as a result of a Cascadia subduction zone earthquake. For bluff backed shoreline areas, the low risk zone illustrates a worst case for bluff retreat in 60-100 years considering maximum bluff slope failure, erosion back to an ideal angle of repose, and gradual bluff retreat for 100 years.

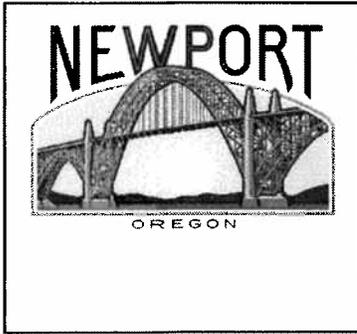
GOALS/POLICIES
NATURAL FEATURES

Goal 1: To protect life and property, to reduce costs to the public, and to minimize damage to the natural resources of the coastal zone that might result from inappropriate development in environmentally hazardous areas.

Policy 1: In areas of known hazards, the City of Newport shall require a site evaluation of the potential dangers posed by environmental hazards prior to city review and approval of a proposed development. It shall be the applicant's burden to show that construction in an environmentally hazardous area is feasible and safe. Site investigations in geologic hazardous areas shall be prepared by a registered geologist or engineer.

Policy 2: The city shall maintain and, where necessary, update ordinances that control development in an environmentally hazardous area.

Policy 3: Where hazardous areas are not specifically identified but a potential hazard may exist, the City should establish procedures within its land use regulations to require a site-specific analysis tool, such as a geologic report.



Agenda Item #

X-B

Meeting Date

July 18, 2011

CITY COUNCIL AGENDA ITEM SUMMARY

City of Newport, Oregon

Issue/Agenda Title Public hearing and potential adoption of an ordinance vacating that portion of SE 1st St from SE Avery St to S Coast Hwy.

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

ISSUE BEFORE THE COUNCIL: Consideration of whether or not it is in the public interest to vacate the above referenced right-of-way and associated street improvements. On June 20, 2011 the City Council accepted the Planning Commission's recommendation that the street should be vacated with conditions and directed staff to prepare an implementing ordinance for Council consideration. A second hearing is also being held to ensure that statutory public notice requirements have been met.

STAFF RECOMMENDATION: Assuming the ordinance accurately reflects the Council's direction, staff recommends it be adopted.

PROPOSED MOTION:

FOR APPROVAL: I move for reading by title only of an ordinance vacating that portion of SE 1st St from SE Avery St to S Coast Hwy and for adoption by roll call vote.

FOR DENIAL: I move that the Council forgo vacating that portion of SE 1st from SE Avery St to S Coast Hwy as for the following reasons _____ (state basis for denial).

KEY FACTS AND INFORMATION SUMMARY: On April 18, 2011 the applicant, Thomas Fox Properties, on behalf of Joachim and Jean Statz (owners), submitted a petition to vacate SE 1st Street from SE Avery Street to S Coast Hwy. Mr. and Mrs. Statz own the properties to either side of the subject right-of-way. Those properties are identified as Tax Lots 9500, 9600, 9700, 9701, 9800, 10200, 10500 and 10600 on Lincoln County Tax Map 11-11-08-AB, and are situated at the SE corner of Highway 101 and Highway 20. SE 1st Street is fully improved at this location with a paved road surface, curb and sidewalk. Vacating the right-of-way allows the applicant to design the site for a 14,490 sq. ft. Walgreens building. The two existing vacant buildings will be removed.

State law allows a city to vacate rights-of-way if it determines that consent of the owners within the required notice area has been obtained, notice has been duly given, and it is in the public interest to do so (ORS 271.120). At its May 25, 2011 meeting, the Planning Commission accepted the analysis in the Planning Staff report that these requirements have been met and recommended that the Council approve the street vacation subject to the following conditions:

- a. That a public access easement be prepared, in a format acceptable to the City Attorney, covering the internal drive isle between SE Avery Street and SE Cape Street. The easement document should include language prohibiting vehicles from parking in the easement area; and
- b. The applicant and/or property owner, at their expense, be required to relocate city utilities within the vacated portion of SE 1st Street in a manner acceptable to the City Engineer; and

- c. The applicants prepare a traffic study to confirm that ingress/egress to the site from Highway 101 and Highway 20 will occur in a safe and efficient manner, considering growth in background traffic. The study shall also consider the effect of the street vacation on the City's future plans to construct SE 1st Street between SE Douglas Street and SE Fogarty Street to create an alternative means for local traffic to reach Highway 101 without utilizing Highway 20.

Traffic analysis prepared by JRH Transportation Engineering, dated June 10, 2011 and June 14, 2011, establishes that ingress/egress to the site from Highway 101 and Highway 20 will occur in a safe and efficient manner and that vacation of the right-of-way will not prevent the City from establishing an alternative means for local traffic to reach Highway 101 without utilizing Highway 20 (see attached). The proposed ordinance includes findings to this effect. Requirements that a public access easement over the internal drive isle be dedicated to the City and that the property owners relocate utilities at their expense are also addressed in the ordinance.

At the June 20, 2011 meeting the City Council expressed a desire that the street vacation be contingent upon the successful completion of the Walgreens development. This has been worked into the ordinance. Council members discussed design elements of the project and whether or not that is something that can be addressed with a street vacation. The short answer is no. Commercial developments of this nature are permitted outright. To the extent that the City deals with design issues, such as parking, landscaping, signage, building massing, etc., it does so with clear and objective standards. Those standards are applied independent of the street vacation process, and while the applicant has considered them in putting their site plan together, City staff will verify that they have been met prior to building permits being issued (assuming the street vacation is approved).

With this street vacation the question before the Council is whether or not the public interest will be prejudiced if the right-of-way is vacated. Findings in the ordinance accept the applicant's analysis that (a) the loss of the right-of-way is offset by the alternative access; and (b) a new Walgreens and its associated landscaping, pedestrian access, and lighting amenities is a significant improvement over the vacant and dated buildings currently located on the property.

A letter was submitted by Carla Perry requesting that the Council deny the street vacation because the applicant has not established that there is a public need to vacate the right-of-way. Ms. Perry also requests certain conditions be imposed if the request is to be granted. ODOT provided technical comments on the traffic analysis, but did not take issue with JRH Engineering's conclusions. ODOT's comments and JRH's response are included in the Council packet.

While newspaper notice of the June 20, 2011 hearing was provided two consecutive weeks prior to the hearing, state law also requires that the first day of publication be at least 14 days prior to the hearing. The June 8, 2011 date fell short of this requirement. This hearing has been scheduled to remedy this shortcoming. Notice of the July 18, 2011 hearing was provided in the Newport News-Times newspaper once each week for three consecutive weeks on July 1, 2011, July 6, 2011 and July 13, 2011. This allowed the first date of notice to occur at least 14 days prior to the hearing. Notice was also posted along the subject right-of-way in a manner consistent with state law.

OTHER ALTERNATIVES CONSIDERED: None.

CITY COUNCIL GOALS: No goals are directly applicable.

ATTACHMENT LIST:

- Ordinance with attachments
- Traffic Impact Analysis (TIA), prepared by JRH Transportation Engineering, dated June 10 and June 14, 2011
- Letter from Carla Perry, dated July 11, 2011
- Comments from ODOT dated June 27, 2011 with JRH Engineering's July 14, 2011 response
- Newspaper Notices for July 18, 2011 hearing

FISCAL NOTES: The property owners paid the filing fee set by Council for processing a request of this nature.

After Recording Return to:

Margaret Hawker
City Recorder
City of Newport
169 SW Coast Hwy
Newport, OR 97365

CITY OF NEWPORT

ORDINANCE NO. _____

**AN ORDINANCE VACATING SE 1ST STREET BETWEEN
S COAST HIGHWAY AND SE AVERY STREET**

Summary of Findings:

1. A petition to vacate the 60 foot public road right-of-way for SE 1st Street between S Coast Highway and SE Avery Street, and the associated 42 foot paved road surface, curb, gutter and sidewalk, was initiated by Mark McKechnie, Oregon Architecture, Inc. on April 18, 2011. The petition lists Thomas Fox Properties as the applicant and Joachim P. and C. Jean Statz as the owners.
2. These same parties executed a real estate transaction on December 29, 2010 in which real property abutting the subject right of way was conveyed to HT Statz Company, LLC, a Utah limited liability company, as to an undivided 1/3 interest; FB Statz Company, LLC, a Utah limited liability company, as to an undivided 1/3 interest; and UGF, Inc., 401(K) Profit Sharing Plan Trust F/B/O John E. Batzer Roth, as to an undivided 1/3 interest, together as tenants in common (Instrument #2010-13250).
3. The Planning Commission of the City of Newport held a public hearing on May 25, 2011, for the purpose of reviewing the proposed request and providing a recommendation to the City Council. Notice of the hearing was provided in the Newport News-Times on May 6, 2011 and May 13, 2011. Affected property owners received mail notice of the hearing on May 3, 2011. The Planning Commission public hearing was held in accordance with the appropriate provisions of the Newport Zoning Ordinance, and, after due deliberation and consideration of the proposed vacation, the Planning Commission, by a 3-1 vote, recommended that the proposed street vacation be approved provided:
 - a. A public access easement be prepared, in a format acceptable to the City Attorney, covering the internal drive isle between SE Avery Street and SE Cape Street. The easement document should include language prohibiting vehicles from parking in the easement area; and
 - b. The applicant and/or property owner, at their expense, be required to relocate city utilities within the vacated portion of SE 1st Street in a manner acceptable to the City Engineer; and

c. The applicant prepare a traffic study to confirm that ingress/egress to the site from Highway 101 and Highway 20 will occur in a safe and efficient manner, considering growth in background traffic. The study shall also consider the effect of the street vacation on the City's future plans to construct SE 1st Street between SE Douglas Street and SE Fogarty Street to create an alternative means for local traffic to reach Highway 101 without utilizing Highway 20.

4. It has been determined that, at the present time, no City liens are existing or unpaid against the property to be vacated and, by virtue of the fact that it is a dedicated right-of-way, no taxes are unpaid thereon.

5. The City Council fixed June 20, 2011, at 7 p.m. at the Newport City Hall, 169 SW Coast Highway, Newport, Oregon, as the time and place for a formal public hearing regarding the vacation.

6. The City Recorder gave notice of the public hearing by publishing a notice in the Newport News-Times newspaper once each week for two consecutive weeks on June 8, 2011 and June 15, 2011 which notice described the ground proposed to be vacated, the date the petition was filed, the name of at least one of the petitioners, the date of the public hearing, and the requirement that written objections or remonstrances must be filed with the City Recorder for the City of Newport prior to the time of the hearing, in accordance with ORS 271.110(1). Affected property owners received mail notice of the hearing on June 2, 2011.

7. Within five (5) days after the first day of publication of said notice in the newspaper and not less than fourteen (14) days before the hearing date, the City Recorder caused a copy of the notice to be posted in at least two (2) conspicuous places at or near each end of the proposed vacation, in accordance with ORS 271.110(2).

8. On June 20, 2011 at 7 p.m. at the Newport City Hall, the City Council held a public hearing in the Council Chambers on the vacation of the area described above and heard any written objections filed thereto, and heard oral testimony from members of the public in favor of and/or in opposition to said vacation.

9. The owners of the majority of the area affected, computed on the basis provided in ORS 271.080, have not objected in writing to the proposed vacation.

10. The City Council made a determination after considering the recommendation of the Planning Commission, the Planning Staff Report, and the evidence and argument presented at the public hearings and in the record, that the request is in compliance with the applicable criteria and voted to proceed with the street vacation.

11. The Newport City Council finds the public interest will not be prejudiced by the proposed vacation under the Planning Commission's conditions, for the following reasons:

a. By granting a public access easement to the City over the internal drive areas depicted on Exhibit A, the property owner is providing highway access to neighboring properties in a manner that is equivalent to what is currently available via the portion of SE 1st Street that is to be vacated; and

- b. Traffic analysis prepared by JRH Transportation Engineering, dated June 10, 2011 and June 14, 2011, establishes that ingress/egress to the site from Highway 101 and Highway 20 as depicted on Exhibit A will occur in a safe and efficient manner and that vacation of the right-of-way will not prevent the City from establishing an alternative means for local traffic to reach Highway 101 without utilizing Highway 20; and
- c. The property owner is appropriately bearing the cost of relocating the existing 6 inch water line and storm drainage infrastructure within the portion of SE 1st Street that is to be vacated, to the vicinity of the new internal drive area, or under a utility easement, or to another location deemed appropriate by the City Engineer; and
- d. While there is a substantial public investment in this fully developed street right-of-way, the loss of that right-of-way is offset by the alternative access, as noted above, and the redevelopment of the vacant and dated buildings at this location with a new Walgreens and its associated landscaping, pedestrian access, and lighting amenities; and
- e. To ensure that the public interest is not prejudiced it is appropriate to make the vacation of this right-of-way contingent upon the successful completion of the Walgreens development.

12. While newspaper notice of the June 20, 2011 hearing was provided two consecutive weeks prior to the hearing, ORS 271.110(2) also requires that the first day of publication be at least 14 days prior to the hearing. The June 8, 2011 date fell short of this requirement. As a remedy a second hearing was held on July 18, 2011 at 7:00 pm for which notice in the Newport News-Times newspaper was provided once each week for three consecutive weeks on July 1, 2011, July 6, 2011 and July 13, 2011. This allowed the first date of notice to occur at least 14 days prior to the hearing. Notice was also posted along the subject right-of-way in a manner consistent with ORS 271.110.

THE CITY OF NEWPORT ORDAINS AS FOLLOWS:

Section 1. Street portions to be vacated. That portion of SE 1st Street between S Coast Highway and SE Avery Street, as more particularly described below, is hereby vacated and title shall vest in the owners of the land bordering the vacated right-of-way in equal portions, in accordance with ORS 271.140:

[INSERT LEGAL DESCRIPTION WHEN AVAILABLE]

Section 2. Relocation of city utilities. The vacation addressed in Section 1 of this ordinance is contingent upon the property owner relocating the existing 6 inch public water line and public storm drainage infrastructure within the vacated portion of SE 1st Street in a manner acceptable to the City Engineer.

Section 3. Public access and utility easement. The vacation addressed in Section 1 of this ordinance is contingent upon the property owner dedicating a public access and utility easement

over the internal drive areas depicted on Exhibit A. Such easement shall be in the form attached as Exhibit "B", and shall be subject to the review and approval of the City Attorney prior to the property owner recording it with the Lincoln County Clerk's office.

Section 4. Authorization of work within the right-of-way. City of Newport staff is hereby authorized to issue permits as needed to facilitate the construction of a Walgreens store and its associated improvements as generally depicted on Exhibit A, pursuant to City land use and development regulations.

Section 5. Failure to complete development. In the event that the Walgreens development is not completed within 2 years after adoption of this ordinance, the property owner will be responsible for restoring the right-of-way and road to its current or equivalent condition, as determined by the City Engineer.

Section 6. Findings. The findings attached as Exhibit "C" are hereby adopted as supporting the requested vacation.

Section 7. The City Recorder is hereby directed to file certified copies of this ordinance for recording with the Lincoln County Records division, the County Assessor, and the County Surveyor upon completion of all vacation contingencies as established in Sections 2, 3 and 8 of this ordinance.

Section 8. Effective Date. Section 1 of this ordinance, vacating the subject road right-of-way, shall be effective upon issuance of a certificate of occupancy for the Walgreens store. All other sections of this ordinance shall be in effect 30 days after adoption of this ordinance.

Date adopted and read by title only: _____

Signed by the Mayor on _____, 2011.

Mark McConnell, Mayor

ATTEST:

Margaret M. Hawker, City Recorder

EXHIBIT "B"

Ordinance # _____
Partial vacation of 1st Street
(File #2-SV-11)

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After recording return to:

City of Newport
169 SW Coast Highway
Newport, OR 97365

CITY OF NEWPORT, OREGON PUBLIC ACCESS AND UTILITY EASEMENT

_____, hereinafter referred to as "Grantor", owns the real property described below and does hereby give and grant unto the City of Newport, an Oregon Municipal Corporation of Lincoln County, Oregon, hereinafter referred to as "Grantee", an exclusive, perpetual easement for public access and public utilities, including the right to lay, construct, and maintain any water mains and storm drainage lines, and all related appurtenances, hereinafter referred to as "Public Utilities", to be constructed and located on, across, under or over the surface of the following described real property:

(INSERT LEGAL DESCRIPTION WHEN AVAILABLE)

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This is intended to exclude all other below-surface installations, except as may be specifically approved by the Grantee.

Grantor does covenant and agree that the easement area described herein may be utilized by Grantee, its agents and employees, and the general public for unrestricted ingress and egress to Grantor's property for the purpose of accessing said property or other real property in the area.

Grantee and its contractors, subcontractors, agents or employees shall have the right to enter and occupy the easement for the purpose of constructing, operating and maintaining the Public Utilities, including inspection, repair, replacement, removal or renovation of the Public Utilities.

Grantor shall be responsible for constructing a paved road surface, curbs, sidewalk, striping, signage and landscaping within the easement area as approved by Grantee. Grantor further agrees to maintain the easement area in a manner that does not impede vehicle and pedestrian movement, including prohibiting vehicles from parking therein. Balm, poplar, locust, cottonwood or willow trees should not be planted near the easement. It is understood that Grantee may remove any physical obstructions including buildings, fences, trees, or shrubbery, and abate any use of the easement if Grantee finds that the physical obstruction or use will interfere with the Public Utilities or Grantee's easement rights granted above, without recompense to the Grantor.

Grantor and Grantee intend that this easement bind Grantor, his or her heirs, successors and assigns. This easement will not be considered abandoned until Grantee has declared the easement abandoned and no longer in use by City, and releases this easement in a duly executed and recorded Release of Easement.

In addition to all other remedies allowed by law, Grantee, its successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this easement against Grantor. If Grantee is required to bring suit or action to enforce the terms of this easement, Grantee shall be entitled to recover from Grantor such sums that the court may adjudge reasonable as attorney fees and costs in such suit or action, or upon appeal.

The true and actual consideration for this easement is \$_____.

DATED this _____ day of _____, 2011.

Owner

STATE OF OREGON)
County of Lincoln) ss

Personally appeared before me this _____ day of _____, 2011 the above named _____.

Notary Public for Oregon

ACCEPTANCE OF EASEMENT

The City of Newport, Oregon, does hereby accept the above-described Public Utility Easement this _____ day of _____, 2011.

Mark McConnell, Mayor

STATE OF OREGON)
County of Lane) ss:

This instrument was acknowledged before me on the _____ day of _____, 2011 by Mark McConnell as Mayor of the City of Newport.

Notary Public for Oregon

EXHIBIT "C"

FINDINGS OF FACT AND CONCLUSIONS
FILE NO. 2-SV-11

FINDINGS OF FACT

1. Mark McKechnie, Oregon Architecture, Inc., on behalf of applicant Thomas Fox Properties and owners Joachim P. & C. Jean Statz, are seeking to vacate a 60-foot wide road right-of-way for SE 1st Street between S Coast Highway and SE Avery Street. The request was made as a petition pursuant to Oregon Revised Statute (ORS) 271.080 et. seq. on April 18, 2011.
2. Properties abutting the subject right-of-way are identified as Tax Lots 9500, 9800, 10200, and 10500 of Assessor's Tax Map 11-11-08-AB.
3. These same parties executed a real estate transaction on December 29, 2010 in which the real property abutting the subject right of way was conveyed to HT Statz Company, LLC, a Utah limited liability company, as to an undivided 1/3 interest; FB Statz Company, LLC, a Utah limited liability company, as to an undivided 1/3 interest; and UGF, Inc., 401(K) Profit Sharing Plan Trust F/B/O John E. Batzer Roth, as to an undivided 1/3 interest, together as tenants in common (Instrument #2010-13250).
4. The Planning Commission held a duly noticed public hearing on the proposed street vacation on May 25, 2011. Testimony was received from the applicant, who explained that they are looking to vacate the right-of-way so that they can construct a Walgreens store. The Planning Commission voted 3-1 in favor of forwarding a recommendation to the City Council to approve the street vacation with the following conditions:
 - A. That a public access easement be provided, in a format acceptable to the City Attorney, covering the internal drive isle between SE Avery Street and SE Cape Street. The easement document should include language prohibiting vehicles from parking the easement area; and
 - B. That the applicant and/or property owner, at their expense, be required to relocate city utilities within the vacated portion of SE 1st Street in a manner acceptable to the City Engineer; and
 - C. That the applicants prepare a traffic study to confirm that ingress/egress to the site from Highway 101 and Highway 20 will occur in a safe and efficient manner, considering growth in background traffic. The study shall also consider the effect of the street vacation on the City's future plans to construct SE 1st Street between SE Douglas Street and SE Fogarty Street to create an alternative means for local traffic to reach Highway 101 without utilizing Highway 20.
5. A Planning Staff Report with attachments was prepared for the Planning Commission and City Council public hearings. The Planning Staff Report and attachments are hereby

incorporated by reference into the findings. The Planning Staff Report contained the following attachments:

- Attachment "A" – Letter of Application & Application Form
- Attachment "A-1" – Conceptual Site Plan
- Attachment "A-2" – Applicant Findings Regarding Public Interest
- Attachment "A-3" – Plant Service Report for Vacation Area
- Attachment "A-4" – Map Showing Vacation Area & Consenting Properties
- Attachment "A-5" – List of Property Owners Receiving Notice
- Attachment "B" – Public Hearing Notice and Map
- Attachment "C" – Zoning Map of Area
- Attachment "D" – Aerial Map of the Property

6. The Planning Staff Report contained the following facts in regard to the proposed street vacation:

- A. **Plan Designation:** Commercial.
- B. **Zone Designation:** C-3/"Heavy Commercial".
- C. **Surrounding Land Uses:** Surrounding uses include other heavy commercial uses to the east, northeast, north, and south; retail and service commercial uses to the west, north, and southwest; and public structures to the south and southeast.
- D. **Topography and Vegetation:** The applicant notes that the site slopes gradually from northwest to southeast. There is no site vegetation.
- E. **Existing Structures:** A vacant 10,810 square-foot auto repair garage and a vacant 10,267 square foot auto showroom.
- F. **Utilities:** All are available to the site.
- G. **Development Constraints:** None known.
- H. **Past Land Use Actions:**

File No. 1-SV-10 – A request that the City Council initiate a street vacation for a portion of SE 1st St. (superseded File No. 1-SV-09). The action was dropped by the applicant and never reached a conclusion.

File No. 1-SV-09 – A request that the City Council initiate a street vacation for a portion of SE 1st St. (superseded by File No. 1-SV-10). The action was dropped by the applicant and never reached a conclusion.
- I. **Notification:** Notification to surrounding property owners, to City departments, and to public/private utilities/agencies was mailed on May 3, 2011. See Planning Staff Report Attachment "B" (Public Hearing Notice and Map). Notification

distance is as specified in ORS 271.080(2) for street vacations. The notice of Planning Commission public hearing for the request was also published in the Newport News-Times on May 6, 2011, and May 13, 2011. Notice was also posted at or near each end of the proposed vacation consistent with ORS 271.110(2).

7. Written comments received as of the May 25, 2011 public hearing included the following:

- A. Letter from Tom Hamilton, Lincoln County Surveyor, requesting that the street vacation request be denied due to a loss of vehicle access onto Highway 101.
- B. Letter from Gerald Risberg, RIS-RENTS, LLC, expressing concerns about the potential loss of customer access to and from his property to Highway 101.

8. The City Council opened the public hearing on June 20, 2011. The City Council heard a report from staff, and heard testimony from the Brent Fox and Brian Genovese representing the applicant. Testimony was also provided by Carla Perry, Wendy Engler, and Jerry Risberg. After considering the testimony the Council voted unanimously in favor of moving ahead with the street vacation and directed staff to prepare an implementing ordinance. The minutes of the June 20, 2011 City Council meeting are hereby incorporated by reference into the findings.

9. The City Council finds that ORS 271.120 sets out three criteria for granting or denying a street vacation petition. Those criteria are as follows:

- A. Whether the consent of the owners of the requisite area *[as defined in ORS 271.080 (2)]* has been obtained;
- B. Whether notice has been duly given *[for the public hearing before the City Council]*; and
- C. Whether the public interest will be prejudiced by the vacation of such plat or street or parts thereof.

The statute further notes that the governing body may, upon hearing, grant the petition in part and deny in part, and make such reservations, or either, as appear to be for the public interest.

10. The City Council acknowledges that while newspaper notice of the June 20, 2011 hearing was provided two consecutive weeks prior to the hearing, ORS 271.110(2) also requires that the first day of publication be at least 14 days prior to the hearing. The June 8, 2011 date fell short of this requirement. As a remedy a second hearing was held on July 18, 2011 for which notice in the Newport News-Times newspaper was provided once each week for three consecutive weeks on July 1, 2011, July 6, 2011 and July 13, 2011. This allowed the first date of notice to occur at least 14 days prior to the hearing. Notice was also posted along the subject right-of-way in a manner consistent with ORS 271.110. Interested parties were given an opportunity to testify and minutes from the July 18, 2011 City Council meeting are hereby incorporated by reference into the findings.

CONCLUSIONS

1. Whether the consent of the owners of the requisite area [as defined in ORS 271.080(2)] have been obtained; and,

On April 18, 2011, the applicant submitted the names and addresses of abutting property owners along with their original, notarized signatures indicating consent for the street vacation. These documents are available in the case file. ORS 271.080 (2) requires “the consent of the owners of the abutting property and not less than two-thirds in area of the real property affected thereby.” Written notarized consents were submitted from property owners as follows:

Assessor's Map 11-11-08-AB

<u>TAX LOT</u>	<u>OWNER</u>
09500	Joachim P & Clara Jeanette Statz
09600	Joachim P & Clara Jeanette Statz
09700	Joachim P & Clara Jeanette Statz
09701	Joachim P & Clara Jeanette Statz
09800	Joachim P & Clara Jeanette Statz
10200	Joachim P & Clara Jeanette Statz
10500	Joachim P & Clara Jeanette Statz
10600	Joachim P & Clara Jeanette Statz
15300	Truax Corporation
15800	S & L Investments, LLC
14700	S & L Investments, LLC
15900	S & L Investments, LLC
09100	Raymond G & Robyn S Vance
08700	Karen Gayle Dieckman
08800	Karen Gayle Dieckman
14800	Bank of America
14900	Bank of America
11200	Sheila Swadell Trust
11400	Sheila Swadell Trust
11401	Sheila Swadell Trust
11402	Sheila Swadell Trust
09200	New Yak Aerie #2817, Fraternal Order of Eagles
09300	New Yak Aerie #2817, Fraternal Order of Eagles
09400	New Yak Aerie #2817, Fraternal Order of Eagles
08900	Janet Clay
09000	Janet Clay
11300	Norma L. Hamilton
11301	Norma L. Hamilton

The notification area under ORS 271.080 extends 200 feet to either side of the right-of-way being vacated, and a distance of 400 feet from the terminal ends of the right of way being vacated. This creates a rectangular shaped notification area (see Planning Staff Report Attachment "A-4"). As noted, consent must be obtained from the owners of two-thirds of the real property (excluding right-of-way) within the notice boundary. In the subject circumstances, consent has been obtained for over 91% of the properties in the notification area (Staff report Attachment "A-5"). The only properties where consent was not obtained are Tax Lots 10700, 10800, 11000, and 11100. This information is adequate to establish that the required level of ownership consent has been obtained.

2. Whether notice has been duly given [for the public hearing before the City Council]; and,

Notice of the May 25, 2011 Planning Commission hearing was provided via direct mail and notice in the Newport News-Times newspaper advising the public and utilities of the petition request. The same notice was provided for the June 20, 2011 City Council meeting, along with notices posted on the property pursuant to the requirements of ORS 271.110.

While newspaper notice of the June 20, 2011 hearing was provided two consecutive weeks prior to the hearing, ORS 271.110(2) also requires that the first day of publication be at least 14 days prior to the hearing. The June 8, 2011 date fell short of this requirement. As a remedy a second hearing was held on July 18, 2011 for which notice in the Newport News-Times newspaper was provided once each week for three consecutive weeks on July 1, 2011, July 6, 2011 and July 13, 2011. This allowed the first date of notice to occur at least 14 days prior to the hearing. Notice of the July 18, 2011 hearing was also posted along the subject right-of-way in a manner consistent with ORS 271.110.

Considering the above, the City Council concludes that the statutory notice requirements have been followed.

3. Whether the public interest will be prejudiced by the vacation of such plat or street or parts thereof.

The applicant in the proposed findings states that the public interest will not be negatively impacted. The applicant contends that the public interest will be better served by the vacation and explains why.

First, they note that the low volume that presently uses this portion of SE 1st Street is primarily local “cut-thru” traffic for area residents. It is also used by emergency vehicles needing to avoid congestion at the intersection of Highways 20 and 101. Unfortunately, traffic in the northbound lanes often backs up past SE 1st Street from the light and impedes the flow of emergency vehicles. The proposal will shift the SE Cape Street approach slightly to the north so that a drive isle internal to the development can tie into it and provide access to the property. A public access easement will be granted over the drive isle so that it will still function as a “cut-thru” for local and emergency vehicles.

Also, the current location of the SE 1st Street access point does not meet intersection spacing standards identified in the Oregon Highway Plan and the Newport Transportation System Plan. The applicant contends that closure of this access point will benefit the public through increased efficiency in traffic flow.

In addition, the applicant notes that the buildings located on either side of the existing right-of-way have entrances onto S Coast Highway. These entrances will be closed in favor of access only through the SE Cape Street right-of-way. This will be a benefit because three existing access points will be eliminated in favor of only one, which means fewer opportunities for accidents. Elimination of two access points onto Highway 101 is consistent with the access

management policies of the Newport TSP and Zoning Ordinance (NZO 2-3-6.060), which looks to improve driveway and road spacing when redevelopment occurs.

The development also proposes to upgrade the SE Cape Street access into a full-size, three-lane approach onto S Coast Highway. Traffic will be controlled with stop signs.

The applicant notes that more than 91% of the property owners in the neighborhood notification area approved the vacation with their signed and notarized consent forms that were included with the application. Among the reasons given for the overwhelming neighborhood support was the need to revitalize this area, increase business presence, and to modernize the existing infrastructure.

The applicant explains that the proposed development on their property would include demolition of the two existing buildings, which are approximately 50 years old and in need of immediate replacement. The new proposed Walgreens store will be constructed of quality materials; will have state-of-the-art exterior lighting, pedestrian friendly sidewalks, and reinvigorated landscaping. Pedestrian and bicycle connectivity would be maintained as identified in the Newport Pedestrian and Bicycle Plan adopted in July 2008.

The applicant notes that vacation of SE 1st Street in this area would eliminate the need for the City to maintain this block of roadway. Walgreens is committed to keeping an access across its property south of the new store, which will be maintained by Walgreens at no cost to the City. Also, the vacation of SE 1st Street and the relocation of utilities located within the right-of-way will be accomplished at Walgreens' expense and at no cost to the City.

Because there once had been a gasoline service station on a portion of the property to the north of SE 1st Street, and more recently the automobile repair garage, a preliminary environmental test was performed in January 2010, which indicated there may be contaminated soils. Prior to the construction process, any such contamination will be removed and properly tested and documented. This cleanup will positively impact the area and will reduce the likelihood of future ground water contamination in this area of SE 1st Street. In addition, storm water from existing parking lot drains on both sides of SE 1st Street currently drain untreated into the adjacent City storm water system. Under the proposed Walgreens plan, storm water from the parking areas will be treated prior to making its way into the City storm drainage system.

The applicant notes that if the City approves the proposed street vacation, the vacated land will generate additional property tax revenue. In addition, the construction of the new \$2.5 million Walgreens building and site improvements will increase valuation, enhance tax revenue, and provide needed jobs for the local economy.

In evaluating this request, the City Council considered Access Management Policies 1 and 2 of the Newport TSP which state:

- 1. The City shall implement an access management strategy for the established and developing areas of the City of Newport along Highway 101, Highway 20, and other arterials that supports the City's Transportation Goal and ensures that those streets can*

accommodate traffic in a safe and efficient manner as traffic increases.

2. *In established areas of the City of Newport as identified in the TSP, the City shall encourage consolidation or reduction of accesses as possible during property redevelopment and/or frontage improvements. Spacing goals for the established areas are 500 feet for driveways, ¼ mile for public roads, and ½ mile for signals. As redevelopment occurs, these spacing standards and access management tools should be evaluated and applied as appropriate to the specific needs of the project.*

With respect to Policy 1, the Planning Commission recommended that the applicant conduct traffic analysis to confirm that ingress/egress to the site from Highway 101 and Highway 20 will occur in a safe and efficient manner, considering growth in background traffic. The requested analysis was prepared by JRH Transportation Engineering on June 10, 2011 and June 14, 2011. Their work established that traffic movement to and from the site, in particular left turn movements at the access onto Highway 101, can occur safely and efficiently.

As for the Policy 2, the applicant's analysis is adequate to establish that the consolidation objective has been satisfied and that it is impractical to meet the spacing standards given the modest size of the properties in the area and the subject sites proximity to the Highway 101/20 intersection.

The applicant has indicated that they intend to provide a pedestrian connection into the site through the landscaped area at the northwest corner of the property. This will tie into the crosswalk at the Hwy 101/20 intersection and in conjunction with the other pedestrian improvements illustrated on the plan, satisfies the 2008 Bike and Pedestrian Plan's objective of seeing improved pedestrian connections along SE 1st Street.

The Newport TSP calls for SE 1st Street to be constructed between SE Douglas Street and SE Fogarty Street. This would provide a parallel roadway to Highway 20 so that local traffic from residential areas to the east could reach nearby commercial/public areas and Highway 101 without having to utilize Highway 20. If SE 1st Street is vacated at its intersection with Highway 101, as proposed, then this connection cannot occur as envisioned. JRH Transportation Engineering considered this issue in its analysis and established that vacating the right-of-way will not prevent the City from establishing an alternative means for local traffic to reach Highway 101 without utilizing Highway 20 because there are other streets, such as SE Angle Street, where that connection can occur. The drive isle that the applicant will be providing through the development can also serve this purpose.

In developing their concept the applicant met several times with city staff, including the Newport Police Department. The Police Department was initially concerned about parking along the internal drive isle connecting Highway 101 and SE Avery Street, which could cause congestion and delay their response times. The applicant has agreed to prohibit parking along the drive isle, and language to that effect should be included as part of the public access easement.

Given the above, the Council concludes that the public interest will not be prejudiced provided conditions are imposed as outlined below.

OVERALL CONCLUSION

Based on the staff report and other evidence and testimony in the record, the City Council concludes that the requested vacation complies with the criteria established for approval of a vacation under the applicable ORS requirements and approves the street vacation with the following conditions of approval:

1. The property owner shall provide a public access and utility easement, in a format acceptable to the City Attorney, covering the internal drive isle between SE Avery Street and SE Cape Street. The easement document should include language prohibiting vehicles from parking the easement area; and
2. The property owner shall be responsible for relocating the existing 6 inch public water line and public storm drainage infrastructure within the vacated portion of SE 1st Street in a manner acceptable to the City Engineer; and
3. To ensure that the public interest is not prejudiced it is appropriate to make the vacation of this right-of-way contingent upon the successful completion of the Walgreens development. Further, in the event the Walgreens development does not proceed, the property owner will be responsible for restoring the SE 1st Street right-of-way to its current or equivalent condition.

JRH TRANSPORTATION
ENGINEERING



Walgreens

TRAFFIC IMPACT
ANALYSIS



JUNE 10, 2011

VOICE 541.687.1081
4765 VILLAGE PLAZA LOOP

FAX 541.345.6599
SUITE 201 EUGENE

WEB JRHWEB.COM
OREGON 97401

TRAFFIC IMPACT ANALYSIS

WALGREENS

NEWPORT, OREGON



RENEWAL 06/30/ 2011

PROJECT PRINCIPAL: BRIAN GENOVESE PE, PTOE

PROJECT NO. 2253

JUNE 10, 2011

JRH TRANSPORTATION ENGINEERING

4765 VILLAGE PLAZA LOOP, SUITE 201, EUGENE, OREGON 97401 541.687.1081 FAX 541.345.6599 JRH@JRHWEB.COM



EXECUTIVE SUMMARY

This report outlines the transportation analysis performed to assess the proposed development located at the corner of Highway 101 and Highway 20 in Newport, Oregon and the associated Hwy 101 access consolidation in conjunction with the vacation of SE 1st Street, Case File 2-SV-11. At least two locations are available for new businesses at the site. The primary business is a Walgreens, which is planned for the southeast corner of Highway 101 at Highway 20. The second business site located to the south of the Walgreens site does not have a tenant or intended use at this time, but was included in the analysis to provide a reasonable worst case scenario.

The project site is found on Assessor's Map 11-11-08-AB Tax Lots 9500, 9600, 9700, 9701, 9800, 10200 and 10500. The proposed uses conform to the existing zoning, which is C-3 Heavy Commercial. The planned development is also consistent with commercial zoning in the Comprehensive Plan. The proposed uses blend with the adjacent developments along Highway 101, which include a variety of heavy commercial, retail and service commercial. The general character of the corridor is a combination of convenient facilities for tourists and residents. A vacant 10,810 square foot auto repair garage and a vacant 10,267 square foot auto showroom currently occupy the subject property.

CONCLUSIONS

The planned development is consistent with all planning and zoning standards. The need for the analysis is to support the request for vacation of a portion of SE 1st St. SE 1st Street runs east-west and bisects the subject property. For the planned development to fit and to provide required parking, the proposal is to vacate SE 1st Street and to create a public easement directly south of the Walgreens building that will serve as the property's drive aisle and emergency service connection for properties east of Highway 101. The proposed public easement will connect to a modified road approach to Highway 101 with the public right-of-way for S Cape Street.

The proposed access change provides a benefit to the Highway system, by: consolidating three accesses (S Cape St., SE 1st St. and existing property driveway) to a single private approach designed for maximum safety; improving operations in the general vicinity as a result of the consolidation; increase the distance from SE 1st Street from the Highway 101 at Highway 20 intersection to 370 feet, and come closer to meeting intersection spacing standards set forth by the City and ODOT. Although not applicable to existing public road connections to State Highways, the increase in spacing to 370 feet will exceed the requirements of road approach spacing standards identified in the engrossed Senate Bill 264 (Table 2), which is expected to be signed into law. The proposed change will also achieve the city goal of consolidating and reducing access points with redevelopment, improving safety along the corridor.



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APPENDIX K:	INTERSECTION IMPROVEMENT OPTIONS



1.0 INTRODUCTION

This report outlines the transportation analysis performed for a proposed development located at the corner of Highway 101 and Highway 20 in Newport, Oregon. Two businesses are envisioned for the site. The first is a Walgreens, which will be located on the southeast corner of Highway 101 at Highway 20. The second business has not been identified at this time. It will likely be located south of the proposed Walgreens along Highway 101.

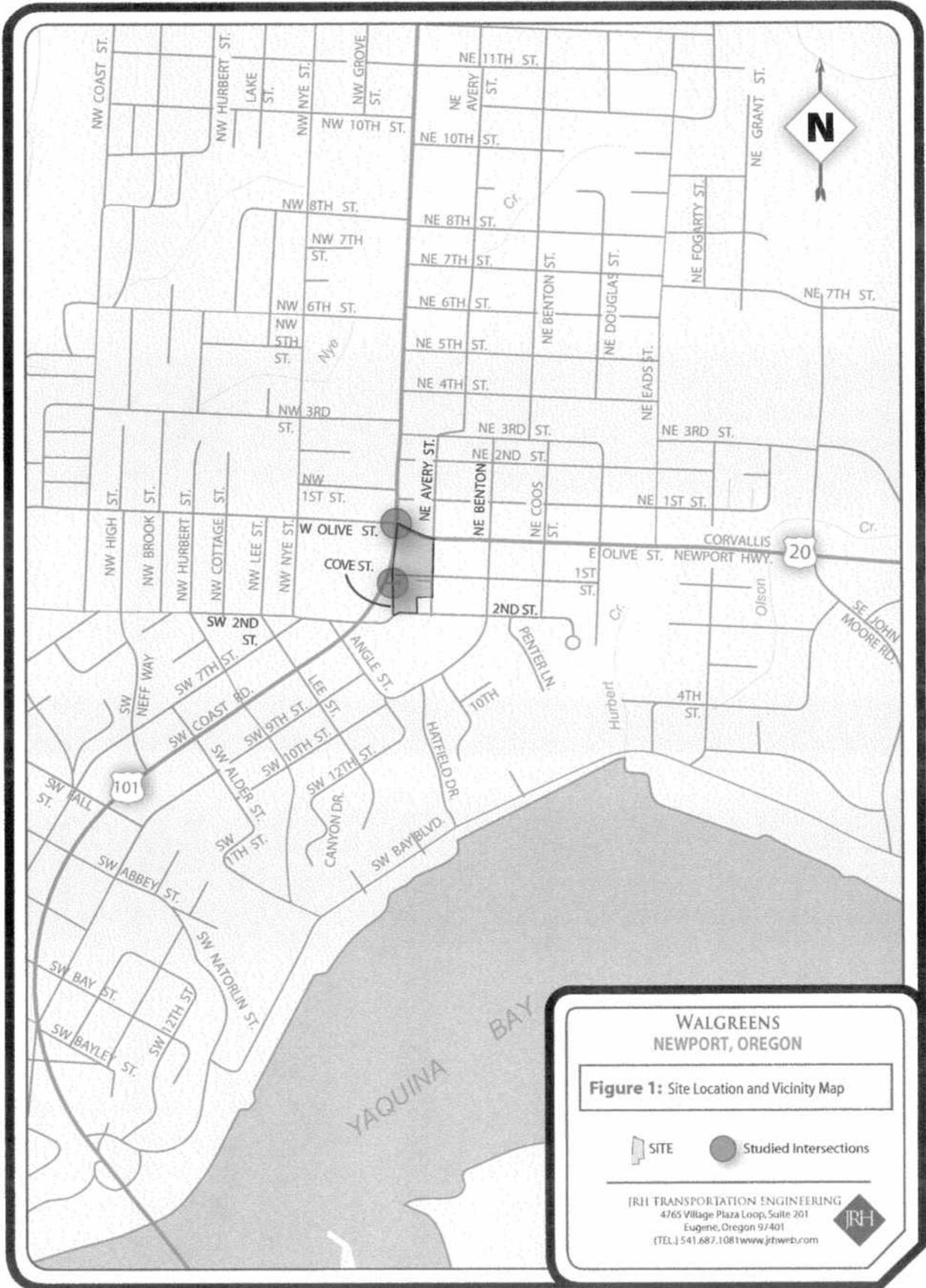
The planned development is consistent with all planning and zoning standards. The need for the analysis is to support the request for vacation of a portion of SE 1st St. SE 1st Street runs east-west and bisects the subject property. For the planned development to fit and to provide required parking, the proposal is to vacate SE 1st Street and to create a public easement directly south of the Walgreens building that will serve as the property's drive aisle and emergency service connection for properties east of Highway 101. The proposed public easement access modifies the current connection to Highway 101 within the South Cape Street right of way.

JRH Transportation worked with the City of Newport to coordinate a Scope of Work. As per the agreed upon Scope of Work this report addresses the following items:

- Evaluation of existing “No Build” traffic conditions for the weekday PM peak hour based on a level of service (LOS) and volume-to-capacity ratio (v/c) analysis. Intersections analyzed include Highway 101 at Highway 20 and the project accesses.
- Evaluation of the “Build” traffic conditions with the revised site layout during the same analysis periods and at the same study locations.

The project site is found on Assessor's Map 11-11-08-AB 9500, 9600, 9700, 9701, 9800, 10200 and 10500. The proposed uses conform to the existing zoning, which is C-3 Heavy Commercial. The planned development is also consistent with commercial zoning in the Comprehensive Plan. The proposed uses blend with the adjacent developments along Highway 101, which include a variety of heavy commercial, retail and service commercial. The general character of the corridor is a combination of convenient facilities for tourists and residents.

Figure 1 provides a site location and vicinity map of the study area. Appendix B includes the proposed site plan.



**WALGREENS
NEWPORT, OREGON**

Figure 1: Site Location and Vicinity Map

-  SITE
-  Studied Intersections

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2.0 EXISTING CONDITIONS

2.1 EXISTING SITE USAGE

A vacant 10,810 square foot auto repair garage and a vacant 10,267 square foot auto showroom currently occupy the subject property. These buildings are more than 50 years old and in need of immediate repair or demolition.

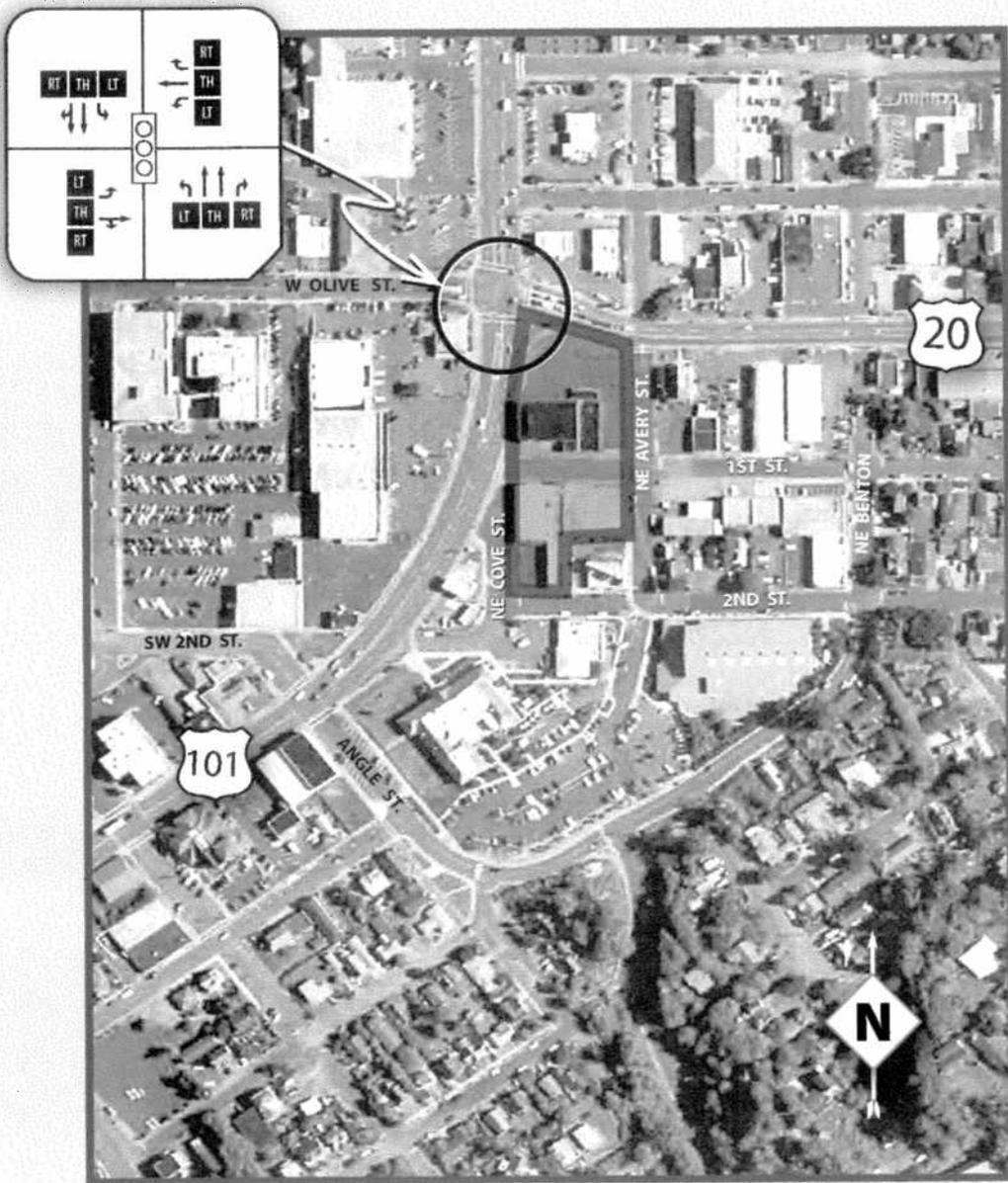
2.2 STREET NETWORK

The street network in the vicinity of the site includes Highway 101, Highway 20, SE 1st Street, SE Avery Street and S Cape Street. Study area roadway characteristics are located in Table 1. Lane configurations and control schemes for all approaches to the study area intersections are shown in Figure 2.

Table 1: Study Area Roadway Characteristics

Roadway	Classification	Curb/Gutter/ Sidewalks Present	On-Street Parking	Bike Lanes	Posted Speed (mph)	Lanes per Direction
Highway 101	Principal Arterial	Curb and Sidewalk	N	N	25	2*
Highway 20	Principal Arterial	Curb and Sidewalk	N	N	30	1*
SE 1 st Street	Local	Curb and Sidewalk	Y	N	Not Posted	1
SE Avery Street	Collector	Curb and Sidewalk	Y	N	Not Posted	1
S Cape Street	Local	Curb and Sidewalk	Y	N	Not Posted	1

*Two-way center left-turn lane (TWLTL) is provided



**WALGREENS
NEWPORT, OREGON**

**Figure 2: Lane Configurations and
Signal Control**

- Studied Intersections
- Signal Controlled  SITE 

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2.3 CRASH ANALYSIS

Crash analysis was performed for the intersection of Highway 101 at Highway 20. Crash data was provided by the Oregon Department of Transportation and included all reported crashes for 2005 through 2010. Summarized crash data is provided in Table 2 below.

Table 2: Crash Summary Years 2005 through 2010

	Date	Severity	Direction	Number of Vehicles	Collision Type	Crash Type	Causes
Crash Data From Highway 101, At Intersection with Highway 20							
Highway 101 at Highway 20	2/15/06	PDO	N-S N-S	2	SS-O	Same direction both straight	Improper lane change
	3/3/06	INJ	N-E	1	Pedestrian	Pedestrian	Disregard traffic signal
	7/25/06	PDO	S-N E-S	2	Turn	Enter at Angle	Did not yield ROW
	8/18/06	INJ	N-S N-S	3	Rear	Same direction one stopped	Did not yield ROW
	4/26/07	PDO	S-N S-N	2	SS-O	Sideswipe overtaking	Did not yield ROW; Improper lane change
	5/23/07	INJ	S-N S-N	2	Rear	Same direction, one stopped	Followed too close
	12/23/07	PDO	N-S S-N	2	Back	Same direction, one stopped	Improper driving, driver error
	11/06/08	INJ	S-N S-N	2	Rear	Same direction one stopped	Followed too close
	11/08/08	INJ	N-S W-E	2	Angle	Enter at angle	Did not yield ROW
	1/05/09	PDO	S-E N-E	2	Turn	Enter at angle	Did not yield ROW
	4/28/09	PDO	N-E N-E	2	Turn	Enter at angle	Made improper turn
	8/20/09	INJ	N-S W-N	2	Turn	Enter at angle	Did not yield ROW
	4/12/2010	INJ	N-S N-S	2	Rear	Same direction, one stopped	Inattention/cell phone
	5/17/2010	INJ	S-N S-N	2	Rear	Same direction one stopped	Followed too close; Driver Error
	6/28/2010	PDO	S-N N-E	2	Turn	Opposing, One turn, One straight	Disregard traffic signal
	8/07/2010	INJ	N-S	1	Fix	Hit fixed object: curb, pole, hydrant	Driving too fast; careless
Crash Data From Highway 20, At Intersection with 101							
	1/9/06	PDO	S-W E-W	2	Turn	Enter at angle	Did not yield ROW
	1/15/06	PDO	W-E W-E	2	Rear	Same Direction, one stopped	Driving too fast; careless
	1/16/08	PDO	E-W E-W	2	Rear	Same direction, one stopped	Improper driver error
	10/7/09	PDO	S-E W-E	2	Turn	Enter at angle	Did not yield ROW
	Total					20 Crashes over a 5-year period	

* PDO = Property Damage Only; INJ = Injury; S= South; N= North; E=East; W= West



A total of 20 crashes occurred during the five year analysis period. Of these, 11 resulted in property damage only and 9 resulted in injury. No fatalities occurred at the studied intersection.

The number of crashes by type is: 7 turning, 4 rear end, 1 fixed object, 2 side swipe, 1 angle, 4 turning and 1 unlawful backing.

The number of crashes per direction is as follows: north to south 7; south to north 6; east to west 1, west to east 1, south to east 2, north to east 2 south to west 1

No distinctive pattern was shown for any intersection crashes. All crashes resulted from driver error, and were not directly related to intersection geometry, control or signage. Crash data is provided in Appendix B.

A segment crash analysis was performed for the area on Highway 101 in front of the proposed project site. A summary of the crashes in this segment is shown in Table 3. As shown, a total of 12 crashes occurred in the five year period from 2005 to 2009. Based on this data, a crash rate per million vehicle miles was calculated. The crash rate as shown in Table 4 is 0.34. The statewide crash rate for Principal Arterials in Urban Cities is 2.38. The calculated crash rate of 0.34 is well below this threshold, and does not require further investigation.

Table 3: Highway 101 Segment Crash Data Milepost 140.37 to 140.48

YEAR	PDO	INJURY	FATAL	HEAD	REAR	SIDE	TURN	OTHER	PED	TOTAL
2005										0
2006	3	2			2	1	1		1	5
2007	3					1		2		3
2008	1	1			2					2
2009	1	1					2			2
Total	8	4	0	0	4	2	3	2	1	12

Table 4: Segment Crash Rate

P.M. PEAK HOUR	ADT	AVG. ANNUAL TRAFFIC (MILLIONS)	AVG. YEARLY CRASHES	CRASH RATE/ MILLION VEHICLES MILES
2695	19400	7.081	2.4	0.34

The crash rates for the intersection of Highway 101 and Highway 20 is in the 85.00 -89.99 percentile of region accidents, according to Safety Priority Index System map. It is not among the list of top 10% SPIS sites, or the top 5% sites, which require investigation



3.0 BACKGROUND TRAFFIC VOLUMES AND ADJUSTMENTS

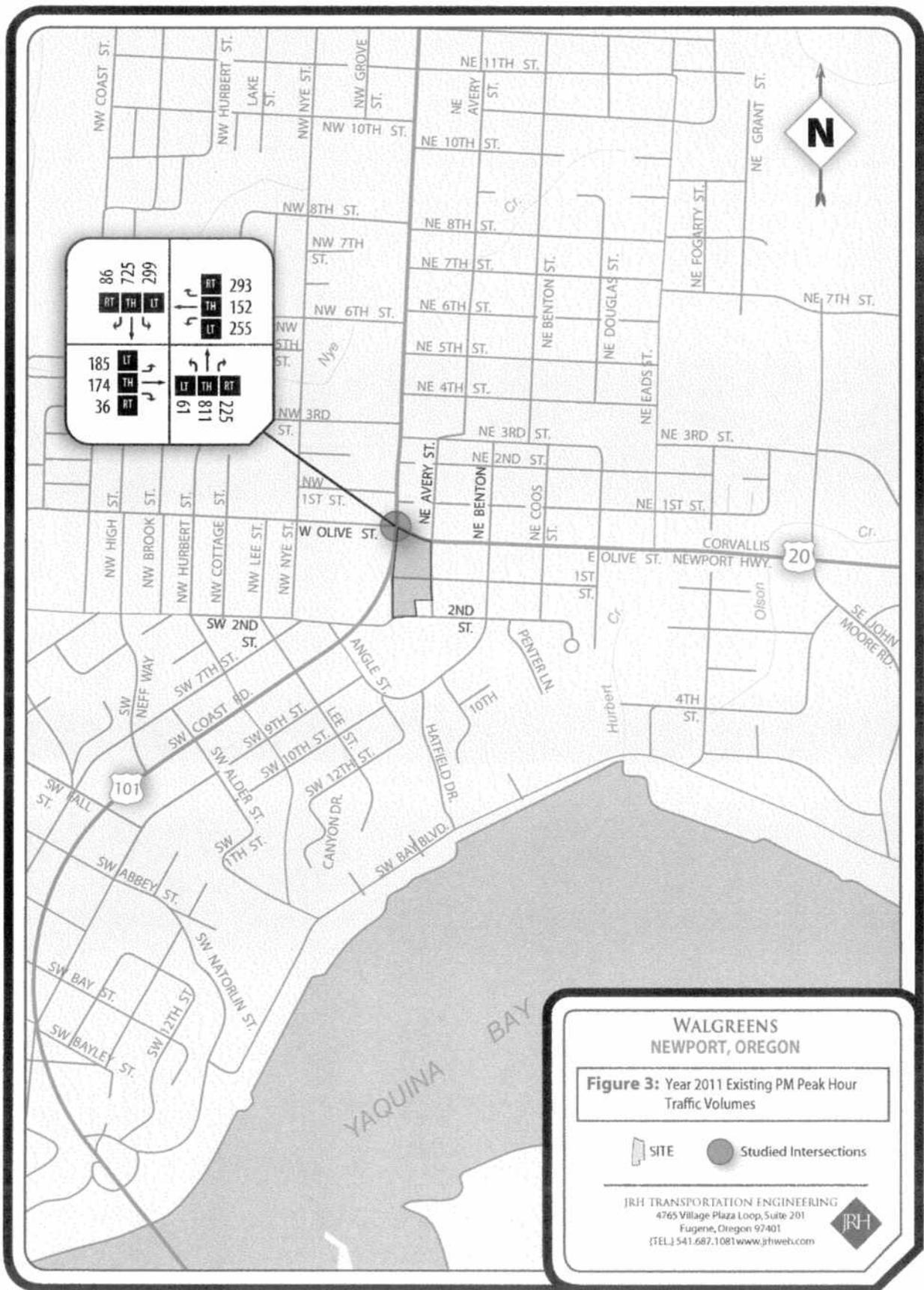
3.1 INTERSECTION COUNTS

As part of the analysis, weekday PM peak hour turning movement traffic counts were collected for the intersection of Highway 101 at Highway 20. The intersection count was conducted by Traf-Stats, on May 24, 2011 from 2:00 PM to 7:00 PM. The existing peak hour was found to be 3:45 to 4:45 PM. Traffic count data is provided in Appendix C.

This traffic count time period was chosen as it coincides with the peak traffic hours on Highway 101. Peak traffic hours were determined by examining the historic count data. Historic traffic volume data was provided by ODOT for the Newport Highway 101 automated traffic recorder (ATR). The ATR database information was sorted by total two-way volume with the top 30 traffic volume hours used to determine the peak traffic times. Of the 30 highest hours shown in this record, only 5 occurred on the weekend; the remaining 25 occurred on weekday evenings. This data shows the peak times are weekday evenings between 2:00 PM and 7:00 PM, with the preponderance occurring from 4:00 PM to 6:00 PM. The top 500 hours of the ATR database information is provided in Appendix D.

3.2 SEASONAL ADJUSTMENT

Traffic volumes fluctuate throughout the year, with the highest occurring during the peak driving months, as identified by the route characteristics. To account for the fluctuation, traffic counts taken during the off-peak season are to be adjusted to anticipated peak season volumes by using a “Seasonal Adjustment Factor”. The methodology outlined by the Oregon Department of Transportation (ODOT) in the Analysis Procedures Manual (APM) was used to determine the seasonal adjustment for the intersections studied. There is an Automatic Traffic Recorder (ATR# 21-009) located on Highway 101 at 25th Street Milepost 139.11. The most recent 5 years worth of data was evaluated following the methodology in the APM. Historically, this section of Highway 101 has a peak month of vehicle travel in July or August. Comparing May traffic volumes to July/August traffic volumes, results in a seasonal adjustment factor of 1.225. The seasonal adjustment factor is applied to the existing traffic counts to produce the peak season volumes or 30th highest hour volumes. Appendix E contains the seasonal adjustment calculations. Year 2011 seasonally adjusted traffic volumes are shown in Figure 3.



86 RT	725 TH	299 LT	293 RT
185 LT	174 TH	36 RT	152 TH
			255 LT
	19 LT	118 TH	225 RT





3.3 BACKGROUND TRAFFIC VOLUMES

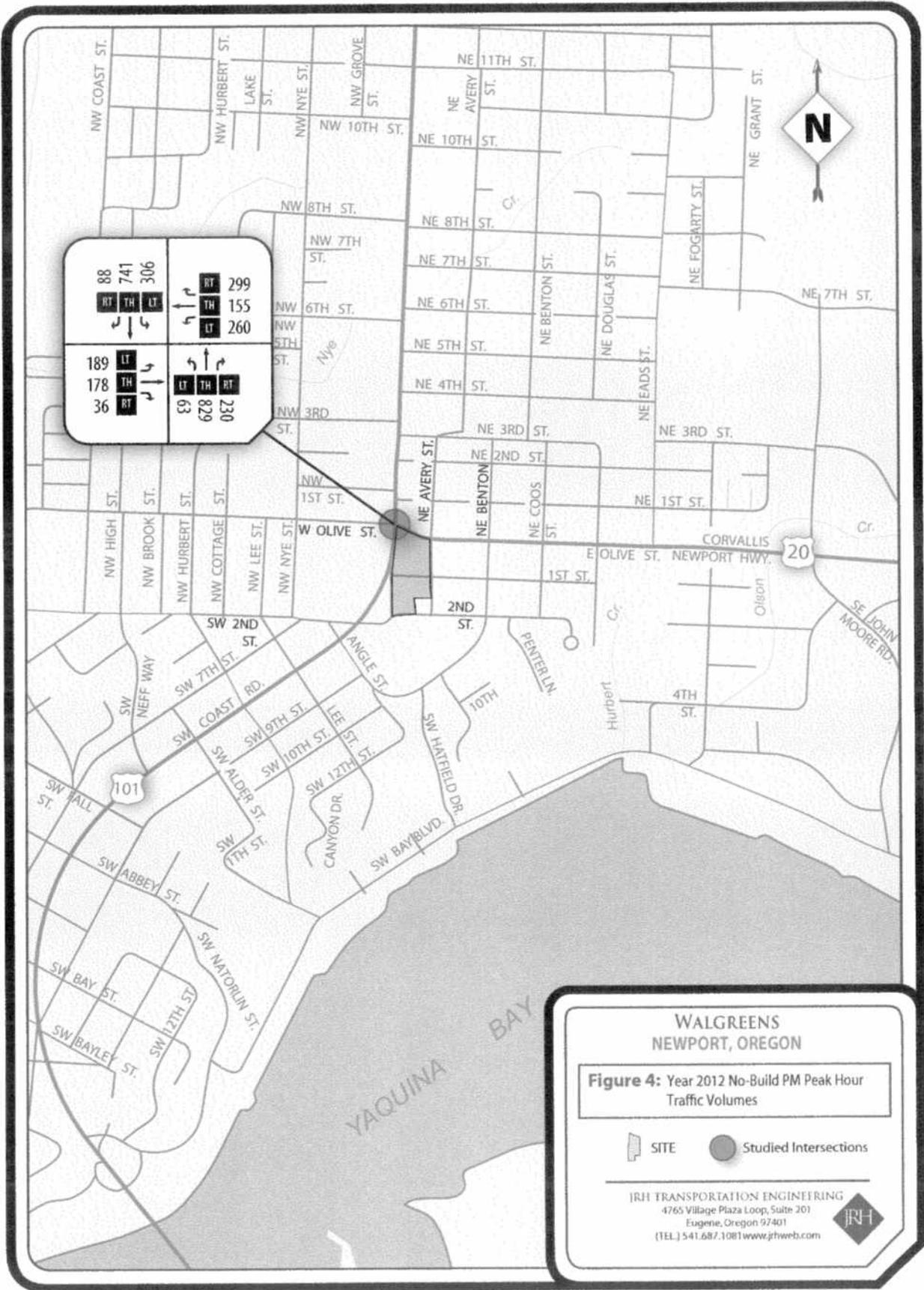
The Walgreens project is anticipated to be completed in 2012. Analysis requirements for this project was build year (2012) and five years beyond build year (2017).

The traffic count data represents conditions in Year 2008. For this analysis, operational conditions for the proposed year of opening (Year 2012) and five years beyond the year of opening (Year 2017) was assessed.

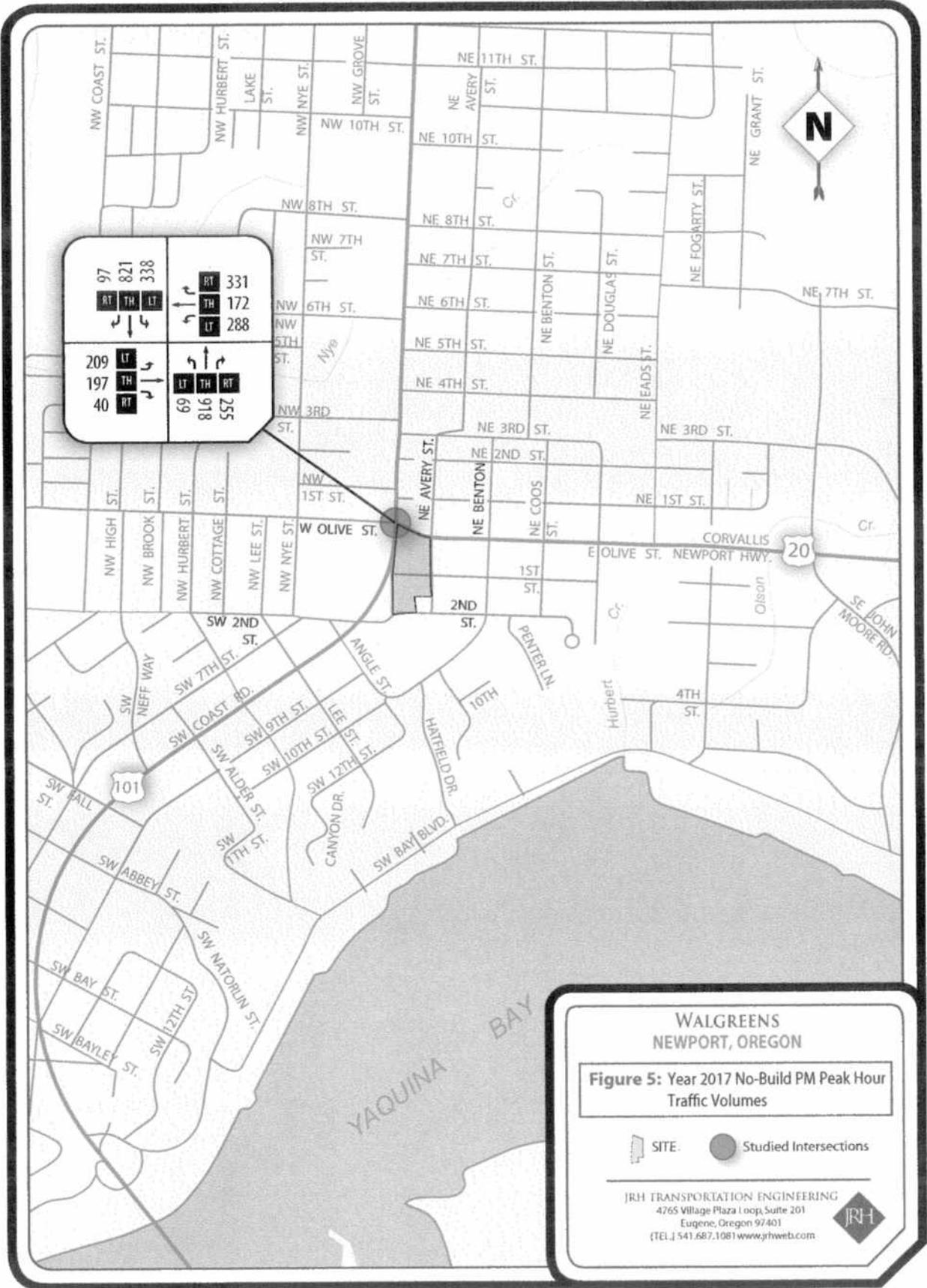
In order to expand the Year 2011 traffic counts to Year 2012 and Year 2017, a growth factor was applied. The growth factor was determined using data contained in ODOT's *Future Volume Table*. The Table provides Year 2009 volumes and extrapolated Year 2029 volumes based on historic growth rates or forecast volumes from regional transportation demand models (where applicable). For this analysis, data for Highway 101 milepost 140.34, 0.02 mile north of Highway 20; Highway 101 milepost 140.40 0.04 mile south of Highway 20; and Highway 20, 0.04 mile east of Highway 101 were used. Data from three separate sampling locations were averaged to calculate the growth factor. The growth rate for year 2012 was determined to be 0.0219. The growth rate for 2017 was found to be 0.1315. Future Volume Table data and growth rate calculations are provided in Appendix E.

Figure 4 provides Year 2012 background traffic volumes. Figure 5 provides Year 2017 background traffic volumes.

These volumes represent conditions without the proposed development in place.



88	741	306	RT	TH	LT	RT	TH	RT	299
RT	TH	LT	←	↑	→	←	↑	→	155
189	178	36	LT	TH	RT	LT	TH	RT	230
RT	TH	LT	←	↑	→	←	↑	→	829
63	829	230	←	↑	→	←	↑	→	63





4.0 ACCESS MANAGEMENT

4.1 SITE LAYOUT

SE 1st Street runs east-west and bisects the subject property. In order to develop the property as planned, the proposal is to vacate SE 1st Street and to create a public easement for site traffic and through-traffic between Highway 101 and properties to the east.

SE 1st Street is a low volume street which serves local area residents. It is also used as a cut-through for emergency vehicles needing to avoid congestion at the Highway 101 and Highway 20 intersection. Currently, there are three access locations on Highway 101 within the proposed project site; a driveway just north of 1st Street that served as access to the car dealership service bay, 1st Street, and a driveway just south of 1st Street that serves as the S. Cape Street connection to Highway 101. The three existing road approaches to the State Highway are proposed to be consolidated into one location approximately between 1st Street and the driveway south of 1st Street. The new privately maintained public easement drive aisle will connect to the consolidated road approach to Highway 101, which will provide the same level of access to abutting properties and emergency services while improving the conditions along the east side of the highway.

4.2 INTERSECTION SPACING

Existing access conditions along Hwy 101 south of US 20 are a mixture of closely spaced streets, and unregulated driveways. The access spacing in this area ranges from 8 feet to 120 feet along the east side of Highway 101. The accesses are illustrated in a figure located in Appendix F.

The City of Newport's Transportation System Plan recommends that "In established areas of the City of Newport as identified in the TSP, the city shall encourage consolidation or reduction of accesses as possible during property redevelopment and/or frontage improvements. Spacing goals for the established areas are 500 feet for driveways, ¼ mile for public roads, and ½ mile for signals. As redevelopment occurs, these spacing standards and access management tools should be evaluated and applied as appropriate to the specific needs of the project".

Highway 101 is an ODOT facility, with a statewide classification on the National Highway system. According to OAR 734-051-0115, access spacing on facilities of this type with a 25 MPH speed is 520 feet. The nearest intersections along Highway 101 to SE 1st Street are Highway 20 (328 feet to the north) and S Cape Street (55 feet to the south). An existing driveway access to the property is located approximately 80 feet north of SE 1st St. The present access configuration has two streets (S Cape St. and SE 1st) and one driveway within 150 feet of each other.

The intersection spacing standards for both the city's TSP and ODOTS OHP in relation to the existing street network are illustrated in Appendix F. As shown in the referenced figure, the prescribed spacing standards are unachievable by the subject property. In fact, most of the public roads within the City do not now and cannot meet the minimum spacing standards in the future.



Senate Bill 264 (SB 264) has been introduced and is currently in the engrossed form. This bill among other things creates an access management system under which the Department of Transportation must process applications for approach permits, and exempt public roads from the standards set for state agencies to acquire a new approach permit for a change of use. The bill is expected to be finalized into law early next year; however the Oregon Department of Transportation is already processing applications with changes described in the engrossed bill. According to the engrossed version of SB 264, the access spacing standards for approaches on Statewide Highways within Urban Areas with speeds of 25 MPH or lower is 350 feet. Were the subject access a private approach, or a new approach, the spacing standard according to the bill would be 350 feet .

With the proposed access changes proposed as part of this project, the distance along Highway 101 to Highway 20 will increase to approximately 370 feet, which will exceed the requirements of intersection spacing standards identified in the engrossed SB -- 264 Table 1.

The proposed change will also achieve the city goal of consolidating and reducing access points with redevelopment.

4.3 BENEFITS TO THE SYSTEM

The proposed access modification to SE 1st Street is found to be a benefit to the transportation system in the following ways:

- It will consolidate three accesses (S Cape St., SE 1st St. and existing property driveway) to a single private approach designed for maximum safety. This provides for better access management.
- The modification is expected to improve safety by eliminating conflict points of two existing approaches.
- Operations in the general vicinity are expected to improve as a result of the access consolidation.
- The access modification will increase the distance from SE 1st Street from the Highway 101 at Highway 20 intersection to 370 feet, and come closer to meeting intersection spacing standards set forth by ODOT in the new current plan and exceed those designated in the new Senate Bill 264 criteria.
- Improves connectivity for emergency vehicles. The emergency vehicles which currently use SE 1st Street as a “cut-thru” to avoid congestion at Highway 101 and Highway 20 can continue to do so. The greater distance from Highway 20 provided by the relocation will lessen the likelihood of emergency vehicles being blocked by northbound traffic queues.
- The capacity of SE 1st Street is not diminished with the proposed modification.



5.0 TRAFFIC FROM PROPOSED DEVELOPMENT

5.1 DEVELOPMENT TRIP GENERATION

To determine the traffic impacts of a development on a roadway system, the number of vehicles added to the study area resulting from the development must be estimated. These movements are referred to as “trips”. The number of trips generated to the site is estimated based on usage and building size.

Industry standard methodology for determining the number of trips generated by a particular development is to consult the Institute of Transportation Engineers (ITE) Trip Generation manuals. The ITE Trip Generation 8th Edition manual provides statistical trip generation data from studies collected for land uses consistent with what is being proposed for this development.

The primary development for this project is a 14,490 square foot Walgreens Pharmacy with drive-through window. In addition, there is the potential for a second business pad located to the south of the Walgreens. The use of the second business is not known at this time; however, in order to analyze the potential impact of the proposed change, two reasonable worst case scenario options were considered. The first option is a 4,200 square foot bank with a drive-through window. The second option is a 2,500 square foot fast food restaurant. The trip generation for each of these options is shown in Tables 5 and 6.



Table 5: Trip Generation – Weekday Daily & Weekday PM Peak Hour Option 1

ITE Land Use Code (8th Edition)	Description	Independent Variable	Independent Variable Size (X)	Weekday		PM Peak Hour of Adjacent Street Traffic (One Hour Between 4 and 6 p.m.)						
				Weekday Daily Rate	Weekday Daily Trips (T)	PM Peak Hour Rate	Trips (T)	% In	% Out	Trips In	Trips Out	
Option 1	881	Pharmacy/Drugstore with Drive-Through Window	1000 sq. ft. GFA	14.45	T=88.16(D)	1,277	T=10.36(D)	80	60%	60%	75	75
		Diverted Link					13%			10	10	
		Pass-By					49%			37	37	
		Primary					56%			28	28	
	912	Drive-In Bank	1000 sq. ft. GFA	4.2	T=146.15(D)	622	T=25.82(D)	108	50%	50%	54	54
		Diverted Link					28%			14	14	
	Pass-By					47%			26	25		
	Primary					25%			15	14		
	Trip Gen Summary	Total Trips			1,899		258			129	129	
		Diverted Link trips					48			24	24	
		Pass-By Trips					125			62	62	
		Primary Trips					95			42	43	

Table 6: Trip Generation – Weekday Daily & Weekday PM Peak Hour Option 2

ITE Land Use Code (8th Edition)	Description	Independent Variable	Independent Variable Size (X)	Weekday		PM Peak Hour of Adjacent Street Traffic (One Hour Between 4 and 6 p.m.)						
				Weekday Daily Rate	Weekday Daily Trips (T)	PM Peak Hour Rate	Trips (T)	% In	% Out	Trips In	Trips Out	
Option 2	881	Pharmacy/Drugstore with Drive-Through Window	1000 sq. ft. GFA	14.45	T=88.16(D)	1,277	T=10.36(D)	80	50%	50%	75	75
		Diverted Link					13%			10	10	
		Pass-By					49%			37	37	
		Primary					56%			28	28	
	934	Fast Food Restaurant with Drive-Through Window	1000 sq. ft. GFA	2.5	T=496.12(D)	1,240	T=30.94(D)	85	52%	48%	44	41
		Diverted Link					25%			11	10	
	Pass-By					59%			22	20		
	Primary					22%			11	11		
	Trip Gen Summary	Total Trips			2,517		235			119	116	
		Diverted Link trips					41			21	20	
		Pass-By Trips					116			59	57	
		Primary Trips					78			39	39	

A percentage of trips attracted to a land use, such as a fast-food restaurant or drive-in bank, are made by vehicles that are already on the roadway system. These trips are classified into two categories, pass-by and diverted link trips. As the term suggests, pass-by trips are made by motorists that are passing by the site on their way to another destination. Diverted link trips are



made by motorists that divert from the primary route between their point of origin and their ultimate destination with an intermediate stop at the proposed development being assessed for traffic impacts. Pass-by and diverted link percentages used in this analysis were calculated using rates and methodology in the ITE Trip Generation Manual and Handbook.

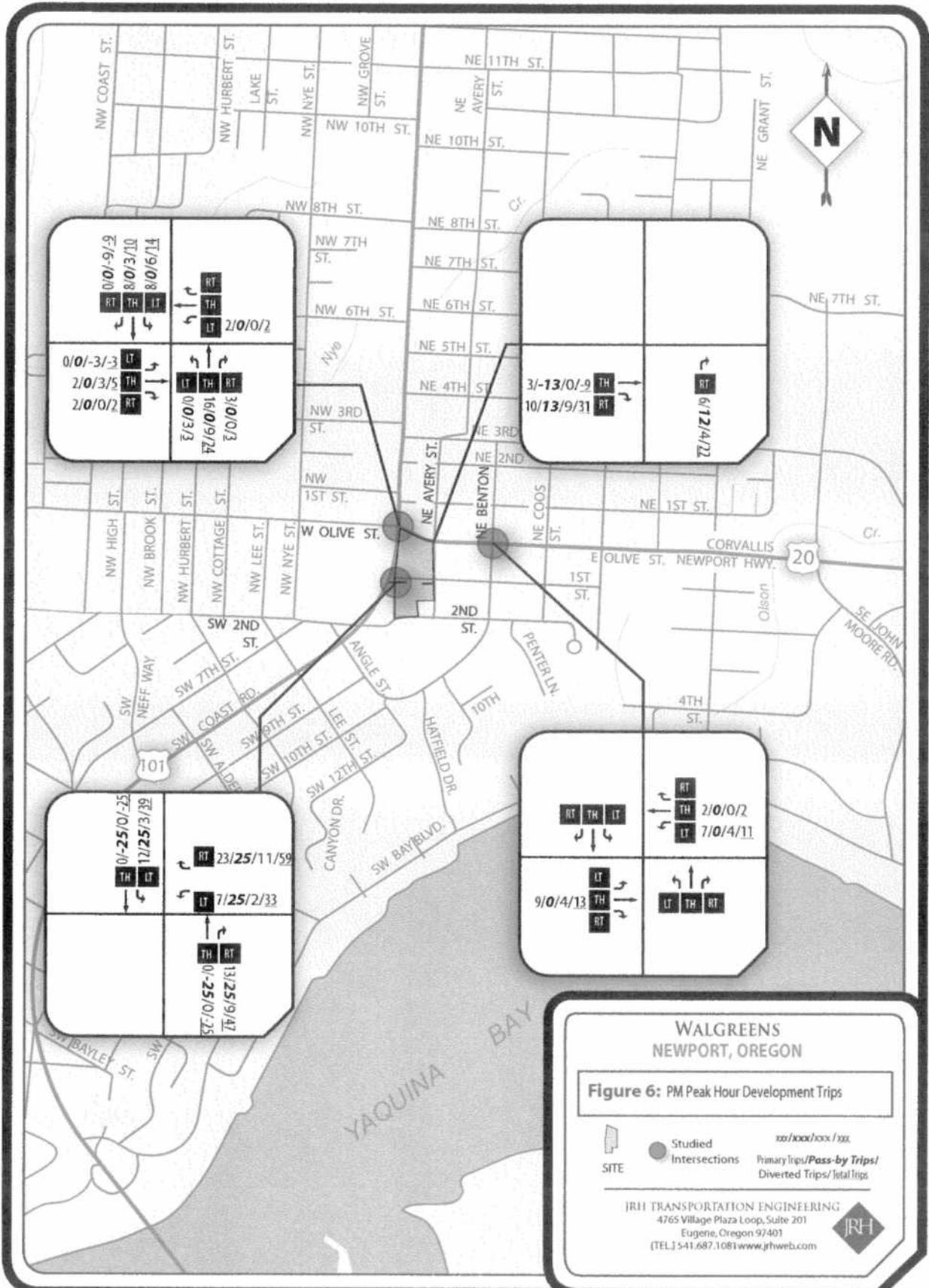
As shown in the tables above, Option 1 with the Walgreens and a bank with a drive-through window generate a greater number of automobile trips. In order to develop a worst case scenario, Option 1 was chosen for use in this analysis.

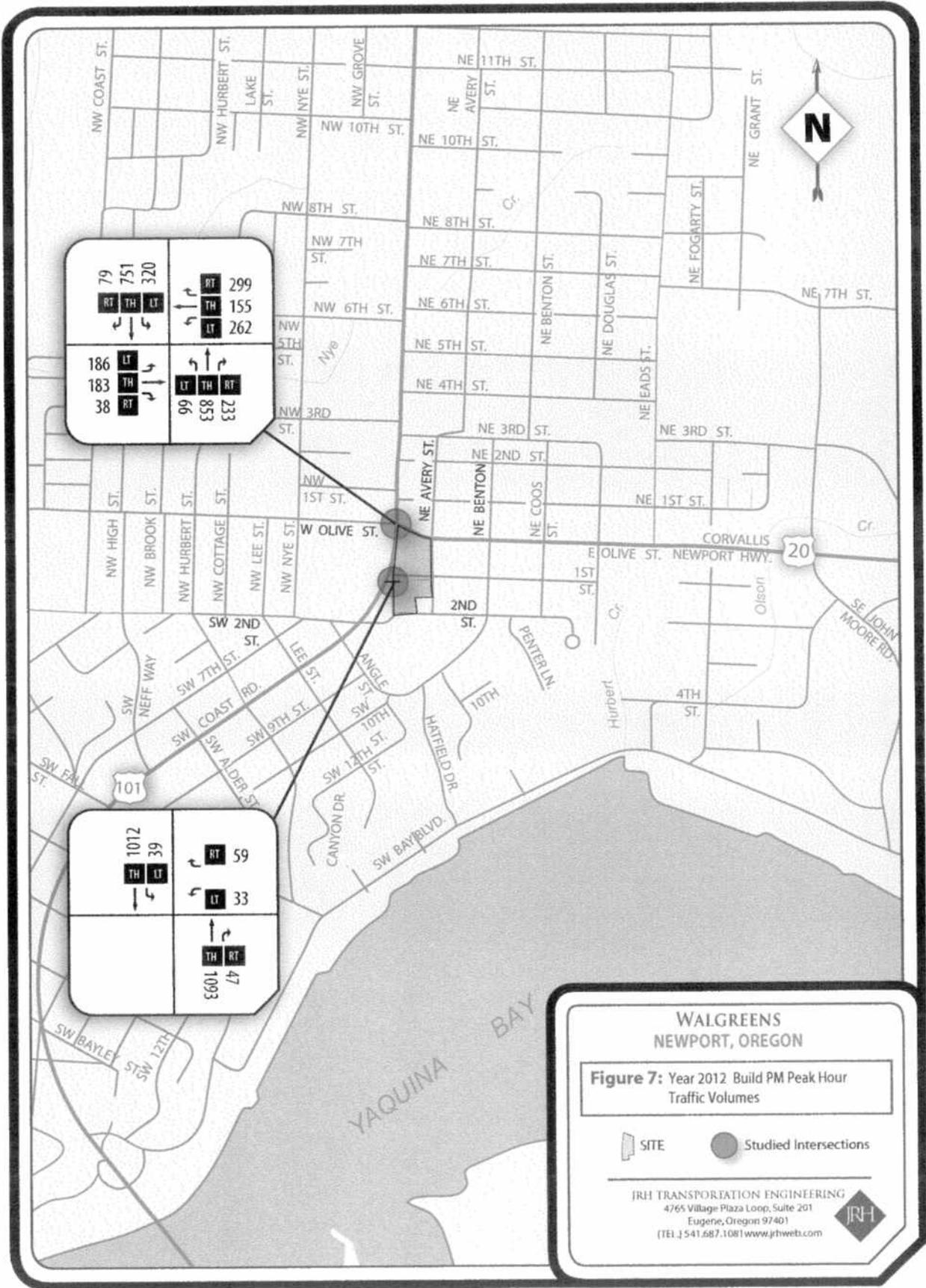
5.2 TRIP DISTRIBUTION AND ASSIGNMENT

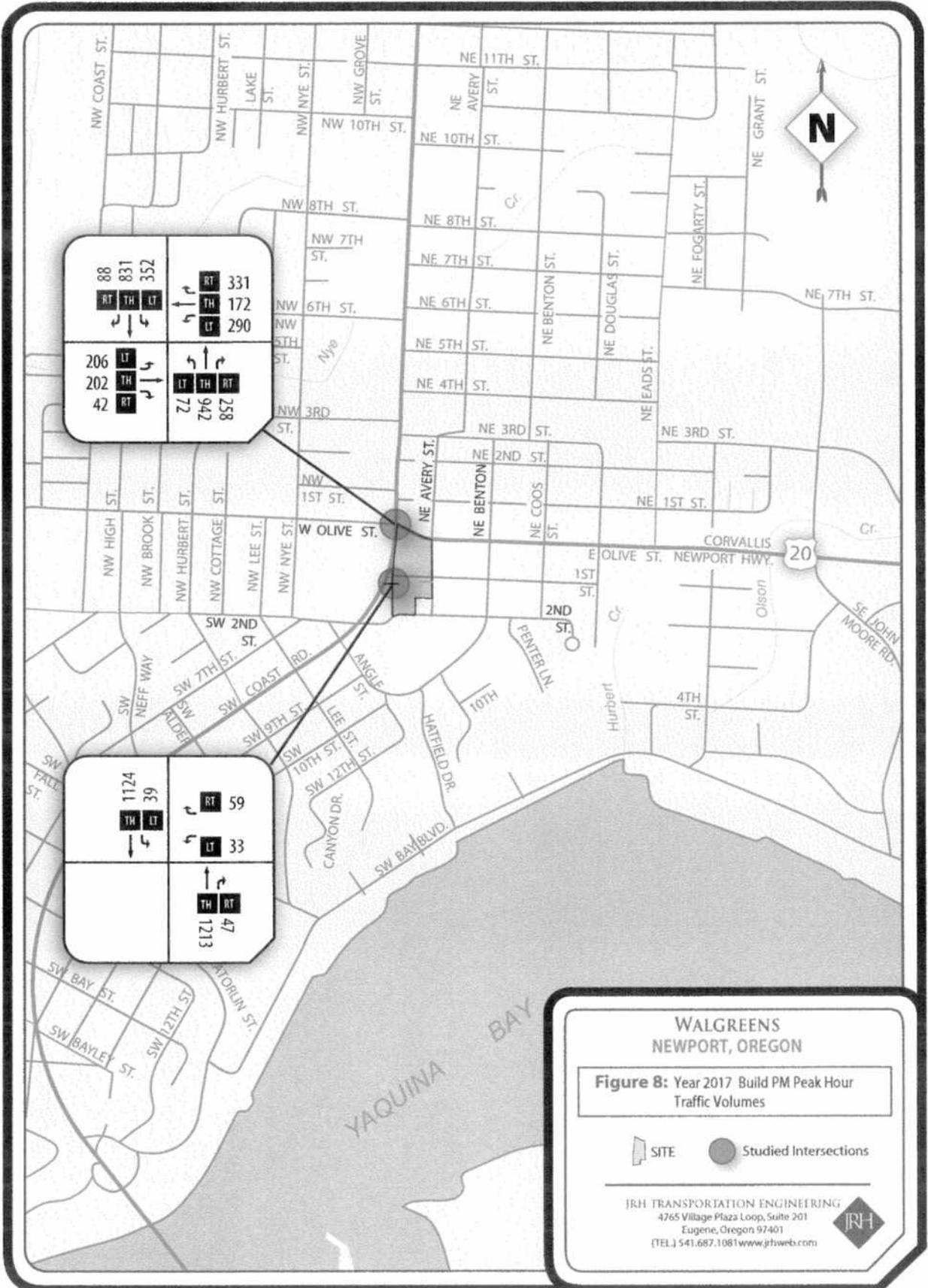
After determining the trip generation of the proposed development, the next step in the analysis requires distributing the trips to the existing and proposed traffic network. Trip distribution allocates the trips generated by the development from their origin to their destination. For this analysis, the trip distribution was based on the existing distribution of vehicles within the nearby roadway network. The primary trips were distributed throughout the system as new trips to the studied intersections. The pass-by trips are trips that are taken off the through direction on Highway 101 and are added to the turns into the modified access. Figure 6 illustrates the distribution of the primary, pass-by and diverted link trips generated by the proposed development.

5.3 BUILD-OUT TRAFFIC

The build-out year traffic was determined by adding Year 2012 and Year 2017 PM peak traffic volumes to the assigned traffic expected from the proposed development. PM peak hour build volumes are provided in Figure 7 for year 2012 and Figure 8 for year 2017.







88 RT	831 TH	352 LT	331 RT
206 LT	202 TH	42 RT	172 TH
			290 LT

1124 TH	39 LT	59 RT
		33 LT
		47 RT
		1213 TH



6.0 INTERSECTION PERFORMANCE ANALYSIS

6.1 PERFORMANCE MEASURES

Two different performance measures were investigated for intersections included in this analysis. These performance measures are level of service (LOS) and volume-to-capacity ratio (v/c). Level of service (LOS) is a concept developed to quantify the degree of comfort (including such elements as travel time, number of stops, total amount of stopped delay, and impediments caused by other vehicles) afforded to drivers as they travel through an intersection or along a roadway segment. It was developed to quantify the quality of service of transportation facilities.

LOS is based on average delay, defined as the average total elapsed time from when a vehicle stops at the end of a queue until the vehicle departs from the stop line. Average delay is measured in seconds per vehicle per hour and then translated into a grade or “level of service” for each intersection. LOS ranges from A to F, with A indicating the most desirable condition and F indicating the most unsatisfactory condition.

The other performance measure is the volume-to-capacity ratio (v/c). Volume-to-capacity ratio describes the capability of an intersection to meet volume demand based upon the absolute maximum number of vehicles that could be served in an hour.

For this study, level of service and v/c intersection analysis was completed according to the Highway Capacity Manual (HCM) method implemented in SYNCHRO Version 7. The intersections were analyzed for LOS and v/c performance and were compared to a minimum standard of LOS D.

The LOS criteria as defined by the Highway Capacity Manual, HCM 2000, for stop-controlled intersections are provided in Table 7. The LOS criteria as defined by the Highway Capacity Manual, HCM 2000, for signalized intersections are provided in Table 8.

Table 7: HCM Level of Service Criteria for Unsignalized Intersections

Level Of Service	Stopped Delay Per Vehicle (Seconds per Vehicle)
A	≤ 10.0
B	> 10.0 and ≤ 15.0
C	> 15.0 and ≤ 25.0
D	> 25.0 and ≤ 35.0
E	> 35.0 and ≤ 50.0
F	> 50.0



Table 8: HCM Level of Service Criteria for Signalized Intersections

Level of Service	Average Delay per Vehicle Per Hour (Seconds)
A	≤ 10
B	> 10 and ≤ 20
C	> 20 and ≤ 35
D	> 35 and ≤ 55
E	> 55 and ≤ 80
F	> 80

In general, traffic facilities are analyzed for peak hour traffic flow rates. Peak hour traffic flow rates are determined by dividing the traffic volumes in the peak hour by the peak hour factor. The peak hour factor is the peak hour traffic volume, divided by four times the peak 15-minute volume during that hour. The peak hour factor is always less than or equal to 1.00; therefore, dividing the peak hour volume by the peak hour factor results in an increase in design volume. For this analysis, the approach peak hour factors are determined based on the existing counts.

Traffic Signal Timing for the intersection of Highway 101 at Highway 20 was provided by ODOT and is included in Appendix G.

6.2 INTERSECTION ANALYSIS RESULTS

A performance analysis was conducted for the intersections of Highway 101 at Highway 20 and the modified access onto Highway 101. The results of the analysis are illustrated in Table 9 for Year 2012 and 2017 Weekday PM Peak Hour. The SYNCHRO outputs are provided for the Year 2012 and 2017 No-Build in Appendix G and Year 2012 and 2017 Build in Appendix H.

Table 9: Highway 101 at Highway 20 Intersection Performance

Intersection	Jurisdictional Agency	Mobility Standard	2011 Existing	2012 No-Build	2012 Build	2017 No-Build	2017 Build
Highway 101 at Highway 20	ODOT/City	0.80/D	0.95/D	0.97/E	1.00/E	1.07/E	1.10/F

As shown in Table 9, the intersection of Highway 101 at Highway 20 fails to meet the ODOT mobility standards in any condition analyzed. The intersection does not meet standards during the existing conditions, without the addition of the proposed development traffic. The proposed access changes do not degrade the performance of the intersections.



6.3 INTERSECTION MODIFICATION

Though not required for the land use application, modifications were investigated to improve performance of Highway 101 at Highway 20 intersection. The improvement strategies and resulting v/c ratios are provided in Table 10. The outputs are included in Appendix K.

Table 10: Highway 101 at Highway 20 Improvement Options

Modification	2017 Build Condition Resulting Volume to Capacity v/c
Change east and west left-turns to leading protected-permitted operation	1.02/E
Change north and south left-turns to leading protected-permitted operation	1.05/E
Optimized splits and timing for all movements	1.08/E
All left-turns protected-permitted	0.98/E
All left-turns protected-permitted change cycle length to 120 seconds	0.97/D

6.4 QUEUING ANALYSIS

A queuing analysis was performed for the intersection of Highway 101 at Highway 20. The queue length analysis was performed using the microsimulation software program SimTraffic 7. The resulting average and 95th percentile queues are rounded up to 25 feet to better represent the number of vehicles in the queue. The resulting queue lengths are illustrated in Table 11 for Year 2012 and Table 12 for Year 2017. The Sim-Traffic queuing analysis outputs are provided in Appendix I.



Table 11: Year 2012 Queue Lengths Highway 101 at Highway 20

INTERSECTION	MOVEMENT	AVAILABLE STORAGE (feet)	2012 NO-BUILD QUEUING (Feet)		2012 BUILD QUEUING (Feet)	
			AVG.	95TH Percentile	AVG.	95TH Percentile
Highway 101 at Highway 20	Eastbound Left	175	150	250	175	275
	Eastbound Thru-Right	575	225	450	300	550
	Westbound Left	TWLTL	225	350	250	425
	Westbound Thru	800+	150	300	175	475
	Westbound Right	150	125	225	125	225
	Northbound Left	TWLTL	150	425	75	200
	Northbound Thru	800+	625	1200	1225	1500
	Northbound Right	150	125	300	150	150
	Southbound Left	TWLTL	275	450	425	450
	Southbound Thru	800+	300	550	700	950
	Southbound Thru-Right	800+	325	525	600	900
Site Driveway as Full Movement Access						
Highway 101 at Site Driveway	Northbound Thru	800+	N/A	N/A	975	1250
	Northbound Thru-Right	800+	N/A	N/A	975	1250
	Westbound Left	100	N/A	N/A	100	250
	Westbound Right	100	N/A	N/A	75	200
	Southbound Left	TWLTL	N/A	N/A	25	125
	Southbound Thru	300	N/A	N/A	25	100



Table 12: Year 2017 Queue Lengths Highway 101 at Highway 20

INTERSECTION	MOVEMENT	AVAILABLE STORAGE (feet)	2017 NO-BUILD QUEUING (Feet)		2017 BUILD QUEUING (Feet)	
			AVG.	95TH Percentile	AVG.	95TH Percentile
Highway 101 at Highway 20	Eastbound Left	175	175	275	175	275
	Eastbound Thru-Right	575	350	675	300	625
	Westbound Left	TWLTL	350	600	375	600
	Westbound Thru	800+	325	875	300	775
	Westbound Right	150	150	225	150	250
	Northbound Left	TWLTL	225	575	100	225
	Northbound Thru	800+	1175	1725	1275	1450
	Northbound Right	150	150	325	150	300
	Southbound Left	TWLTL	450	450	425	450
	Southbound Thru	800+	775	975	775	950
	Southbound Thru-Right	800+	700	975	675	1000
Site Driveway as Full Movement Access						
Highway 101 at Site Driveway	Northbound Thru	800+	N/A	N/A	1000	1200
	Northbound Thru-Right	800+	N/A	N/A	1025	1200
	Westbound Left	100	N/A	N/A	75	150
	Westbound Right	100	N/A	N/A	75	175
	Southbound Left	TWLTL	N/A	N/A	25	75
	Southbound Thru	300	N/A	N/A	25	125



7.0 CONCLUSIONS

This report addresses the transportation and traffic issues related to the proposed development of an existing site to accommodate a Walgreens with a drive-through window in Newport, Oregon.

The results of the performance analysis show that the Highway 101 at Highway 20 is currently operating above mobility standards identified in the Oregon highway plan minimum. The proposed development does not cause further degradation.

The planned development is consistent with all planning and zoning standards. The need for the analysis is to support the request for vacation of a portion of SE 1st St. SE 1st Street runs east-west and bisects the subject property. For the planned development to fit and to provide required parking, the proposal is to vacate SE 1st Street and to create a public easement directly south of the Walgreens building that will serve as the property's drive aisle and emergency service connection for properties east of Highway 101. The proposed public easement will connect to a modified road approach to Highway 101 with the public right-of-way for S Cape Street.

The proposed access change provides a benefit to the Highway system, by: consolidating three accesses (S Cape St., SE 1st St. and existing property driveway) to a single private approach designed for maximum safety; improving operations in the general vicinity as a result of the consolidation; increase the distance from SE 1st Street from the Highway 101 at Highway 20 intersection to 370 feet, and come closer to meeting intersection spacing standards set forth by the City and ODOT. The increase in spacing to 370 feet will exceed the requirements of intersection spacing standards, a identified in the engrossed Senate Bill 264 (Table 1) which is expected to be signed into law. The proposed change will also achieve the city goal of consolidating and reducing access points with redevelopment, improving safety along the corridor.



June 14, 2011

Derrick I. Tokos, AICP
Community Development Director
City of Newport
169 SW Coast Highway
Newport, OR 97365

RE: Newport Walgreens – Supplement to TIA

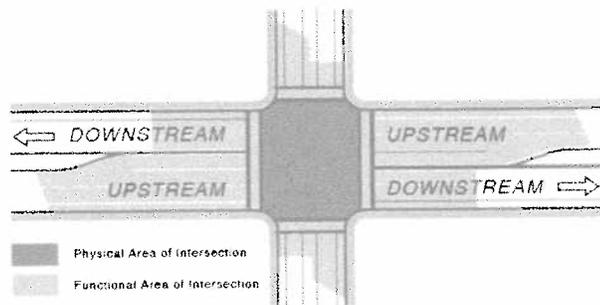
Dear Mr. Tokos:

This letter provides supplemental information to the June 10, 2011 Walgreens Traffic Impact Analysis (TIA) requested to address:

- 1) Highway 101 and turning movement safety based on the location of the proposed Walgreens access, and
- 2) How the 1st Street vacation affects the City's plan for an alternative parallel route to US 20

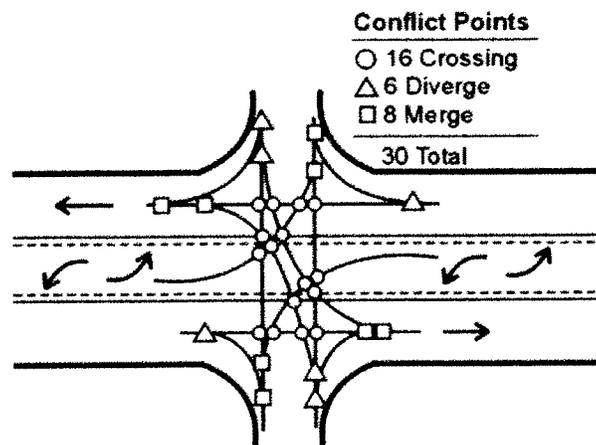
Turning Movement Safety

As mentioned in the June 10, 2011 TIA, the Walgreens project is proposing to consolidate access to/from the east side of Highway 101 in a location that will provide benefits to the corridor. Currently, there are several driveways and street connections on both sides of the highway that create overlapping turning movement conflicts, especially during peak traffic conditions when there are long queues for the northbound approach to US 20. All of the driveways and public street connections are within the upstream and downstream influence zones of the US 20 signalized intersection. The influence zones are based on traffic demand and queuing conditions, which fluctuate throughout the day, but the greatest demand typically forms the basis for creating optimal access spacing.





In congested corridors and in established city grid networks, access spacing based on influence zones would be functionally infeasible to implement without major re-development and adverse impacts to abutting businesses and properties such as the segment south of US 20. The alternative is to manage access on the basis of policy and long range plans and to minimize conflicts while maintaining the expected character of the community.



As proposed in the Walgreens site plan, the proposed access is consistent with the latest legislation (SB 264) to spur development while balancing highway safety and public/private access. Although queuing will extend beyond the proposed Walgreens access during congested periods as identified in the queuing tables of the TIA, there will likely be a considerable amount of time throughout an average day that the northbound approach queuing will not block the proposed consolidated access. And, when congested periods are encountered, motorists typically seek alternative routes to/from a business to minimize travel delay and safety risk. Therefore, the existing street grid that provides alternative parallel routes, along with reducing the number of highway conflict points as proposed, provides a safer corridor in the segment south of US 20.

Alternative Parallel Route

The City's Transportation System Plan (TSP) identifies a project to "Connect SE 1st Street (between SE Douglas and SE Fogarty)". The goal is to provide an alternate parallel route to US 20 for local residents and businesses. The proposed street vacation and consolidated access as proposed in the Walgreens site plan will allow motorists the same opportunities for an alternative parallel route in a public easement. The same street

Letter From: Brian Genovese, JRH Transportation Engineering
RE: Newport Walgreens – Supplement to TIA
June 14, 2011
Page 3



connections will be available even though the street will be privately maintained. The connection to Highway 101 will be at a better location already discussed in the TIA and this supplement. As already mentioned, motorists typically seek the path of least resistance.

Please contact me if you have any questions or need additional information.

Sincerely,


Brian Genovese, PE, PTOE

CARLA PERRY
P. O. Box 832
Newport, OR 97365
541-574-7708

July 11, 2011

Newport City Manager Jim Voetberg
Mayor Mark McConnell and City Council members
The City of Newport
Newport, OR 97365

**RE: July 18, 2011 City Council Agenda item re:
Petition to Vacate a Portion of SE 1st Street
between SE Avery Street and South Coast Highway**

Newport City Manager, Mayor, and City Councilors:

I request that the City of Newport deny the request to vacate a portion of SE 1st Street between SE Avery and South Coast Highway for the development of a Walgreens store. There is no public need for the vacation, only a private need for a property owner to sell his property. There are numerous businesses and economic development opportunities that can use the space without requiring a street vacation. In fact, businesses have done so since SE 1st Street was first platted. There is nothing holding back the redevelopment of this property except for the downturn in the economy.

Public Need:

The vacation of this portion of SE 1st Street does not meet the requirements for public need as defined in the City's Comprehensive Plan. The City of Newport's most urgent public need – affordable housing – was re-affirmed at its June 20, 2011 City Council meeting. The property on both sides of SE 1st Street should be developed in ways that include affordable apartment space above commercial establishments without requiring a street vacation. Other public needs defined by the City of Newport are for a vibrant downtown core that encourages walking, and for health and safety on streets and roadways. However Walgreens' parking lot egress and ingress plan increases the dangers at an already accident-prone intersection. Having police and fire trucks go through what would be private property, and allowing the public the right to walk across a private parking lot as compensation for the loss of a fully developed street are not in the best interests of the public.

Ways to combine street vacation AND public need:

Walgreens has a history of accommodating the needs of each community it enters. In Portland and numerous other cities, Walgreens has erected two-story structures that include apartments for work force housing and/or office space on the second floor. Walgreens has been willing to design the outside of their buildings to blend in and to retain the historic charm of their locations. [Before you object by saying that Newport's core does not have historic charm, please consider the attractive building that houses Newport City Hall itself. The Naterlin School was designed by Portland architect Francis M. Stokes in the 1930s and there is some indication that Frank Lloyd Wright's School of Architecture was involved.] If this approach is taken in Newport, Walgreens could become the flagship store, providing energy to the revitalization of the area by creating a wonderful entry into the City of Newport.

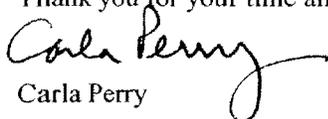
If the City of Newport decides to approve the street vacation, it should do so contingent on a few conditions that will allow it to meet the public need criteria:

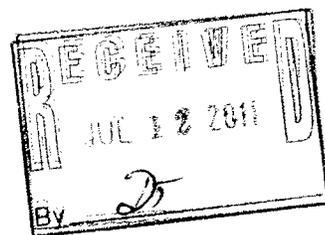
- 1). Walgreens provides affordable housing options on its second floor,
- 2). Walgreens integrates a pedestrian circulation plan that feeds into a larger area in a functional way that enhances pedestrian use rather than provides another barrier,
- 3). The exterior design of the store is compatible with the coastal environment and tie into the neighborhood's best structural features,
- 4). If Walgreens decides not to build, the street vacation becomes null and void,
- 5). And, to meet the City of Newport's goal to integrate Public Art into new development projects, the city should invite the City's Public Arts Task Force to participate in meetings when building design and landscaping of the proposed Walgreens is discussed.

Attached to this letter are newspaper articles about four Walgreens locations where two-story buildings were erected to accommodate the needs of the communities. The articles provide background on how each city's requests were taken into account and their successful outcomes. The four examples are Walgreens stores in San Mateo, California; Davidson, North Carolina; North Andover, Massachusetts; and Oak Park, Illinois. Each page includes a link to the Internet site where the original article appears.

I also request that my letter of June 20, 2011 (and my letter of July 7 that corrected the meetings minutes), and this letter be made part of the public record for the July 18, 2011 hearing. I will be out of town that night and therefore unavailable to speak in person. I request that this letter be read aloud during the public comment period.

Let's make this prime Newport location shine!
Thank you for your time and consideration,


Carla Perry



I've included the link to each article's Internet location.

Council OKs Walgreens For San Mateo / Historic downtown site for two-story building

April 19, 1995 | By Benjamin Pimentel, Chronicle Peninsula Bureau

articles.sfgate.com/1995-04-19/news/17804112_1_downtown-area-walgreens-drugstore-chain

San Mateo has decided to let Walgreens Co. build a new drugstore in the city's downtown area despite some reservations about how the building will change the way the city looks.

The City Council approved a series of motions Monday night that clear the way for the construction of the 26,000-square-foot drugstore at Third and Ellsworth avenues on a lot owned by the Archdiocese of San Francisco.

The proposed building had been opposed by city officials and residents who were hoping for a larger-scale project -- such as a condominium complex and retail shops -- on the vacant lot where St. Matthew's Catholic Church once stood. Some residents are also worried that a drugstore building would ruin the downtown area's historic charm.

"If we had a choice, this is not what we would put there," said city council member Jerry Hill. "But it is acceptable."

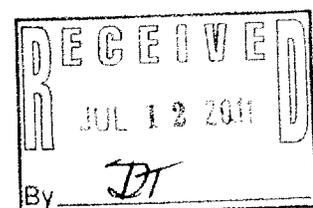
The drugstore chain, which began negotiating a 20-year-lease with the Archdiocese of San Francisco in 1993, originally wanted to construct a 8,100-square-foot building with one floor. But Hill said the plan did not comply with building standards, and was "disappointing in scale and was under-utilizing a valuable downtown corner."

Under the new terms, Walgreens will build a two-story building 36 feet high. To make the store more visually compatible with the historic buildings in the downtown area, the council also approved a Mediterranean-style building design that borrows from the city's main post office, a Spanish-style building listed on the National Register of Historic Places.

<snip>

"We're obviously very happy about it, and we're glad something was worked out that would meet everyone's needs," Walgreens spokesman Michael Polzin said from the corporation's headquarters in Deerfield, Ill.

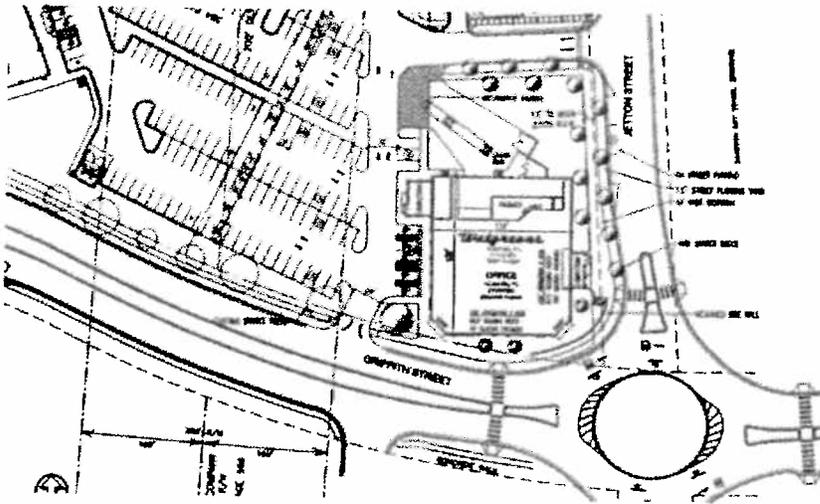
But a San Mateo resident active in opposing the proposal, Susan Cohn, said she is "very disappointed" with the city council's decision. The new building, she said, will be "basically a box with some glitz on the outside," located on a "very key lot in the downtown area." "It's a very traditional downtown (with) a lot of charm," said Cohn, an attorney whose office is located in the downtown area. "It's a terrible waste of the site."



Davidson, North Carolina

Walgreens proposed at Griffith St. roundabout

Posted on 26 April 2010.



A Walgreens drug store and office building is being proposed on the north side of the Griffith Street/Jetton Street roundabout, across from Davidson Day School. Developer Meeting Street Interests is proposing to construct a **2-story Walgreens pharmacy and office building at the Griffith Street/Jetton Street roundabout, in the Exit 30 area.**

The Davidson Planning Board on was scheduled to hear a presentation about the proposal Tuesday night from the town planning staff. Planning Director Kris Krider and Town Planner Parviz Moosavi were to update the board on the proposed site plan, which has been part of the master plan for the site. The architect for the proposal is Jared Ducote.

A site plan given to the board shows a two-story building facing the roundabout, which is opposite Davidson Day School. The building would have about 30,000 square feet of space. The meeting is at 6 p.m. at Town Hall.

EagleTribune.com, North Andover, MA

November 24, 2008

www.eagletribune.com/newhampshire/x1876455239/Auto-shop-will-give-way-to-Walgreens/print

Auto shop will give way to Walgreens

By John Basilesco

PELHAM — An auto repair business that has been at the corner of Route 38 and Old Bridge Street for 25 years will be torn down and replaced with a **two-story Walgreens pharmacy**.

Arista Development received Planning Board approval last week to build the pharmacy where Salem 66 is located. Richard Wunderlich, owner of the car repair and sales business, will sell his property to the developer.

Wunderlich said he plans to stay in business and relocate elsewhere in Pelham.

Planning Director Jeff Gowan said the developer will make some traffic and drainage improvements as part of the building project.

While the Conservation Commission did not support the project because of nearby Beaver Brook, an engineering study showed there would be virtually no impact on the brook, Gowan said. That study, conducted by the developer's engineer, was verified by the Planning Board's engineer, Gowan said. Wunderlich of Methuen, Mass., opened his business on Route 28 in Salem in October 1978. He moved it to Pelham five years later.

The approved plans call for replacing Salem 66 with a 15,060-square-foot, two-story Walgreens. It is just a block away from another Walgreens, which will close when the new store opens, a Walgreens spokeswoman has said. The new store is expected to open late next year.

Melding of Classical Revival, Walgreens well-done

GARRET EAKIN

www.garreteakin.com/Wednesday_Journal/revival.html

Preservation is about change. Our buildings must be adaptable to survive. We need to envision new uses for structures that are obsolete by modern standards. The two-story Collins Building at the corner of Madison and Oak Park was built in 1922 with retail storefronts on the first floor and offices and apartments on the second floor. The elegant structure was planned without parking — an urban building that was built up to the sidewalk — defining the urban streets.

The well built, Classical Revival building retains much of its historic detailing, including a rounded corner entry, limestone trim, and a stone cornice and parapet. **Walgreen's first choice was to tear down the building and erect another (7,500 current locations) bland cookie-cutter windowless box with a squat corner 'tower' facing the parking lot; a prototype indifferent to its location or context.**

Following months, make that years, of meetings with village staff, homeowners and community groups **Walgreens listened** and their architects responded with a design that is commendable. The main goal that came from the community was to save and redevelop the Collins Building. The community and the preservation commission recommended that the addition was not to mimic the Collins yet be respectful to its scale and materials. The parking lot was to be placed on Madison Street, screened by garden walls, benches and landscaping.

The new design continues to provide goods and services to the immediate area plus the convenience of off street parking and a critical new drive thru for prescription pick-up. **I am happy to report that this design does much more than the cookie cutter program demanded by the national chain store. This pharmacy-store is a model of what the future could bear for retailers interested in entering historic communities. Here we have a design that is sensitive and inventive to one of the most beautiful and historically significant communities in America.** The lead architect, Ted Theodore of Camburas & Theodore as well as Walgreens, should be commended for their instructive work of architecture.

The greatest challenge technically was to preserve the two-story façade. This led to employing a steel girt and wind column system bracing the two-story wall, while allowing for selective demolition. The entire obsolete interior, roof and basement were removed and a new foundation and steel structure inserted. A discreet loading dock and drive-thru facility was built on the south side, accessed via an alley. Interesting back-lit vintage Walgreen's photographs were framed and mounted in the storefronts, disguising the dock and bringing interest to the street.

<snip>

This inventive and responsible project is a credit to the community, the architects and the Walgreen's development team. Let's be clear, this unique project was realized because the community demands were met after Walgreens bent their development rules. We now have an everyday building elevated to the noble status of architecture. **Could this very successful company continue now to do the right thing in other locations across the nation?**

Garret Eakin is a practicing architect that has lived in Oak Park for 20 years. He is also a preservation commissioner and an Adjunct Professor at School of the Art Institute.

From: [LINER Duane J](#)
To: [Derrick Tokos](#);
cc: [BLACK Craig B](#); [BATTEN Ann M](#); [JanisCasto@jrhweb.com](#);
[BrianGenovese@jrhweb.com](#); [DETAR John G](#); [Bret@thomasfoxproperties.com](#); [Mark@or-architecture.com](#);
Subject: US 20 / US 101 Vic Newport Walgreens TIA CURSORY REVIEW
Date: Friday, June 24, 2011 10:44:54 AM
Attachments: [Top10SPISgroupsByHwy_2_2010.pdf](#)
[Newport Walgreens- 6 10 11p 9.pdf](#)
[Newport Walgreens- 6 10 11p24-25.pdf](#)
[Newport Walgreens- 6 10 11p26-27.pdf](#)
[Newport Walgreens- 6 10 11p 28.pdf](#)
[Newport Walgreens- 6 10 11Table 5.pdf](#)
[Newport Walgreens- 6 10 11Figure6.pdf](#)

Derek,

JRH was kind enough to provide us a link to the traffic impact analysis (TIA) for the proposed development (Walgreens site) in the southeast quadrant of the intersection of US20 and US101. As the proposed development will use an existing city street connection to the highway, an ODOT road approach application is not required.

Ann Batten - ODOT Region 2 Traffic Analyst has reviewed the TIA. Some of her comments are included below for your consideration:

1. TIA analysis generally follows procedures suggested in ODOT's APM
2. THIS SECTION APPEARS TO BE WITHIN a Top 10% SPIS site on US 101, see attached SPIS PDF.
US101/US 20 intersection is @ US 101 MP 140.36

TIA *incorrectly* states at bottom of page 9 it is not a SPIS site.

Other comments:

a. TRIP DISTRIBUTION

Figure 6 PM Peak Hour Development Trips vs Table 5 Trip Generation Volumes (both pdfs attached to this e-mail)

the Trip Generation values shown (in Tables 5, 6) are ok. (ITE procedures were reasonably followed.)

Trip distribution:

Trips in are ok- Match total in trips presented in Table 5 (most conservative vs Table 6 values for trip generation).

Trips out need a correction, suggestion follows

Trip distribution will better match total Trip Generation values in TIA Table 5 *with the following volume changes to TIA Figure 6:*

At Benton St and US 20

NB volumes, instead of zero volume as shown, *need to be in the order of 13 total trips. Of these, 9 are primary, 4 are diverted link trips, zero are pass by trips.*

It looks like the volumes currently shown in Fig 6 as entering this intersection from the west approach, shown as EB thru, should instead be shown as entering this intersection from the south (likely as right out to east).

Appendices containing Synchro output do not include output for this intersection, (only that for US 101/US 20 and US 101 site access are provided). Therefore, I am unable to check this intersection volumes, if it was a part of the Synchro model used.

No answer at JRH on day called, so unable to verify my correction.

Note however, Volumes at US101/US20 and US 101/Site Access, as shown in Fig 7 = Synchro values, are unchanged by this correction.

Therefore reported Capacity results unchanged, queuing should be unchanged.

This comment/verification would serve to correct Fig 6 values in the case any analysis in this TIA is used in future by others.

b. OPERATIONS

TIA states standard v/c is 0.80 which is correct using OHP US 20 segment. (Table 6 OHP for Statewide, Non-MPO, outside of STA, <=35mph, US 20 controls as it is a freight route. For US 101 technically v/c is 0.85 as is not a freight route.)

Signal operations are stated as being poor now and with and without development in the opening year and future.

p24 in attached pdf shows with existing signal operations, intersection v/c at US 101/US 20
existing 2011 0.95
2012 no-build 0.97
2012 build 1.00
2017 build 1.10

TIA mentioned suggested changes to existing phasing on p 25, pdf attached, which could improve

operations somewhat, but with the changes, still would operate >>> standard v/c.

Note: Synchro files were not provided or reviewed.

c. QUEUING

From TIA Table 11 p 26, pdf attached
year 2012

Queuing on US 20 Eastbound worsens slightly with this development but 2012 w/o build for EB It is already shown over available storage.

EB thru-rt stated as within available storage.

Westbound shown unchanged, but 2012 w/o build shown already over available storage.

Northbound thru shown 1200 ft no build, build 1500 ft.

Northbound right shown to *decrease* w/development. 2012 no build shown 300 ft and is over available storage.

Southbound thru and thru left shown to increase with development.

yr 2012 at site driveway excessive queuing shown NB thru and NB thru-right (1250 ft) Because of back up at signal to north anyway?

d. Conclusions in TIA p 28 Sec 7.0 , pdf attached, statement in second paragraph, that operations do *not* further degrade w/development is questionable , citing above capacity and queuing results.

If you have any questions please call or email me. (PS - if you have specific questions about the TIA and/or comments above, I likely will direct you to our technical expert Ann)

Have a nice weekend

thank you
duane

Duane James Liner, P.E.
Interim Development Review Coordinator
ODOT - Region 2 Traffic
541-757-4140

From: Janis Casto [mailto:JanisCasto@jrhwweb.com]
Sent: Friday, June 10, 2011 1:29 PM
To: D.Tokos@NewportOregon.gov; Mark@or-architecture.com; JUSTER Gerard P *Gerry; DETAR John G; LINER Duane J; Bret Fox
Cc: Brian Genovese; Janis Casto
Subject: Newport Walgreens

Greetings,

The Newport Walgreens Traffic Impact Analysis is complete, and available for download on our FTP site.

Instructions for accessing the documents are provided below:

Take the following link or type in the Windows Explorer (not Internet Explorer) address bar <ftp://mail.jrhweb.com>. It will take you right into the ftp site.

NOTE: Files placed on the JRH ftp site are removed within one week.

If the login prompt does not automatically appear, it may be necessary to select 'Login As...' from the File menu. You may now enter the appropriate user name and password combination.

<u>USER NAME</u>	<u>PASSWORD</u>
user1	freeway

Please feel free to contact us if you have any questions.

Thank You,

Janis Casto
JRH Transportation Engineering
4765 Village Plaza Loop, Suite 201
Eugene Oregon 97401
Phone 541.513.3510

Fax 541.345.6599
Office 541.687.1081
janiscasto@jrweb.com

ES

Newport, State of Oregon. Auctioneer: J. Rich M. For said description; thence North 84° 31' East 174.18 feet; thence South 0° 13' East 50.44 feet; thence South 84° 38' West 166.18 feet; thence North 9° 21' West 50 feet, more or less, to the point of beginning. Except that portion having been conveyed to the Oregon State Highway for right of way as described in Book 79, page 306, Deed Records, Map 9-11-8-BD, Tax Lot 8201 Address: 474 and 476 S. Hwy 101, Depoe Bay, OR 97341. Parcel II: Beginning at the original North-easterly corner of Block 4, BREAKER'S ADDITION TO DEPOE BAY, Lincoln County, Oregon; thence North 80° 39' East 40 feet to a point on the original center line of the Oregon Coast Highway; thence South 9° 21' East along said original center line 272.9 feet; thence North 80° 39' East 30 feet to a point on the original Easterly right of way line of the Oregon Coast Highway; thence South 9° 21' East 136.4 feet to the North-west corner of the John Weigant tract described in Deed recorded February 5, 1946 in Book 108, page 256, Deed Records, which is the true place of beginning of the tract herein described; thence North 84° 31' East 174.18 feet along the North line of the Weigant tract to the East line of the Jordan S. Wells tract described in Deed recorded in Book 107, page 490, Deed Records of Lincoln County; thence North 0° 13' West 50.44 feet to the Southeastly corner of the Leon Hise tract as described in Deed recorded April 29, 1946, in Book 111, page 7, Deed Records; thence South 84° 24' 30" West along the Southerly line of said Hise tract 182.18 feet; thence South 9° 21' East 50 feet, more or less, to the point of beginning; EXCEPTING any portion having been transferred to the Oregon State Highway Commission for right of way. Map 9-11-8-BD, Tax Lot 8100. Address: bare land J-15, 22, 29, J-6 (94-06)

IN THE CIRCUIT COURT FOR THE STATE OF OREGON

FOR THE COUNTY OF LINCOLN PROBATE DEPARTMENT IN THE MATTER OF THE ESTATE OF KERI BRANDON SEIBEL CASE NO. 11-1773

NOTICE TO INTERESTED PERSONS Notice: The Circuit Court of the State of Oregon, for the County of Lincoln, has appointed the undersigned as Personal Representative of the Estate of Keri Brandon Seibel, deceased. All persons having claims against said estate are required to present the same, with proper vouchers to Kris Seibel c/o Holbrook & Seifert LLC, Douglas R. Holbrook, PO Box 2087,

Newport OR 97365 within four months from the date of first publication of this notice as stated below, or they may be barred. All persons whose rights may be affected by this proceeding may obtain additional information from the records of the court, the Personal Representative, or the Attorney for the Personal Representative. Dated and first published June 22, 2011. PERSONAL REPRESENTATIVE: Kris Seibel c/o Douglas R. Holbrook, Holbrook & Seifert LLC, PO Box 2087, Newport OR 97365, Telephone (541) 265-2080. J-22, 29, J-6 (06-06)

PUBLIC SALE

On July 22nd at 2:00pm a public sale will be held at Ideal Storage, 5441 W Hwy 20, Toledo. We reserve the right to reject any or all bids/sales. Contents of unit #93, rented by Paul Wright, 8346 SE FLAVEL ST SPACE A-5, PORTLAND, OR 97266 will be for sale. The aforementioned party can contact us prior to the sale at the address above or call 541-336-9611. J-24, 29, J-1, 06 (09-06)

PUBLIC SALE

On July 22nd at 2:00pm a public sale will be held at Ideal Storage, 5441 W Hwy 20, Toledo. We reserve the right to reject any or all bids/sales. Contents of unit #773, rented by Joyce Hunter, 8346 SE FLAVEL ST SPACE A-5, PORTLAND, OR 97266 will be for sale. The aforementioned party can contact us prior to the sale at the address above or call 541-336-9611. J-24, 29, J-1, 06 (10-06)

PUBLIC SALE

On July 22nd at 2:00pm a public sale will be held at Ideal Storage, 5441 W Hwy 20, Toledo. We reserve the right to reject any or all bids/sales. Contents of unit #45, rented by Paul & Lyndie Handsaker, PO Box 676, Siletz, OR 97380 will be for sale. The aforementioned party can contact us prior to the sale at the address above or call 541-336-9611. J-24, 29, J-1, 06 (11-06)

PUBLIC SALE

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IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR LINCOLN COUNTY IN THE MATTER OF THE ESTATE OF CATHERINE ELIZABETH SWANSON-SOLLEY, AKA CATHERINE ELIZABETH SWANSON, DECEASED.

CASE NO. 111748 NOTICE TO INTERESTED PERSONS

NOTICE IS HEREBY GIVEN that Gerald Lee Solley, Jr. has been appointed personal representative. All persons having claims against the estate are required to present them, with vouchers attached, to Timothy E. Brophy, attorney for the personal representative at Brophy, Schmor, Brophy, Maddox & Weaver, LLP, 201 W Main Street, Suite 5, Medford, Oregon 97501, within four months after the date of first publication of this notice, or the claims may be barred. All persons whose rights may be affected by the proceedings may obtain additional information from the records of the court, the personal representative, or the lawyers for the personal representative. Dated and first published June 29, 2011. Gerald Lee Solley, Jr. Personal Representative. PERSONAL REPRESENTATIVE: Gerald Lee Solley, Jr., 422 Lincoln Avenue, Woodland, CA 95695. LAWYER FOR PERSONAL REPRESENTATIVE: Timothy E. Brophy - OSB #784554, Brophy, Schmor, Gerking, Brophy, Paradis & Maddox, LLP, 201 W. Main Street, Suite 5, Medford, OR 97501, 541-772-7249, tbrophy@brophyllc.com. J-29, J-6, 13 (14-13)

CITY OF NEWPORT NOTICE OF A PUBLIC HEARING ON A PARTIAL STREET VACATION

The Newport City Council will hold a second public hearing at 7:00 p.m. on Monday, July 18, 2011, in the City Hall Council Chambers, to consider a partial street vacation (File No. 2-SV-11) as requested by Thomas Fox Properties (Joachim P & C Jean Stutz, property owners) (Mark McKechnie, Oregon Architecture, Inc., authorized representative). The request, which was received on April 18, 2011, is for a proposed vacation of that portion of SE 1st Street from SE Avery Street to S Coast Highway. The abutting properties are currently identified as Tax Lots 9600, 9600, 10200, and 10500 of Assessor's Tax Map 11-11-08-AB.

Oregon Revised Statutes (ORS) 271.120 requires that: (1) The consent of the owners of the requisite area have been obtained; (2) Notice has been duly given; and (3) The public interest will not be prejudiced by the vacation of such plat or street or parts thereof. Testimony and evidence must be directed toward the request above or other criteria, including criteria within the Comprehensive Plan and its implementing ordinances, which the person believes to apply to the decision. Failure to raise an issue with sufficient specificity to afford the city and the parties an opportunity to respond to that issue precludes an appeal (including to the Land Use Board of Appeals) based on that issue. Testimony may be submitted in written or oral form. Oral testimony and written testimony will be taken during the course of the public hearing. The hearing may include a report by staff, testimony from the applicant and proponents, testimony from opponents, rebuttal by applicant and questions and deliberation by the City Council. Written testimony sent to the Community Development (Planning) Department, City Hall, 169 SW Coast Hwy, Newport, OR 97365, must be received by 5:00 p.m. the day of the hearing to be included as part of the hearing or must be personally presented during testimony at the public hearing. Pursuant to ORS 197.763 (6), any person prior to the conclusion of the initial public hearing may request a continuance of the public hearing or that the record be left open for at least seven days to present additional evidence, arguments, or testimony regarding the application. The staff report may be reviewed or a copy purchased at the Newport Community Development (Planning) Department (address above) seven days prior to the hearing. The file materials and the applicable criteria are currently available for inspection at no cost or copies may be purchased for reasonable cost at this address. Contact Derrick Tokos, Community Development Director (541) 574-0626 (address above) J-1, 6, 13 (19-13)

PUBLIC SALE

On July 21st at 2:00 pm a public sale will be held at Ideal Storage, 134 NE Metcalf, Siletz. We reserve the right to reject any or all bids/sales. Contents of unit #S034, rented by Rena Brandt, 703 Sunny Ridge Rd., Toledo, OR 97391 will be for sale. The aforementioned party can contact us prior to the sale at the address above or call 541-336-9611. J-6, 8, 13, 15 (25-15)

PUBLIC SALE

On July 21st at 2:00 pm a public sale will be held at Ideal Storage, 134 NE Metcalf, Siletz. We reserve the right to reject any or all bids/sales. Contents of unit #S099, rented by Tashina Hickman, PO Box 2061, Newport, OR 97365 will be for sale. The aforementioned party can contact us prior to the sale at the address above or call 541-336-9611. J-6, 8, 13, 15 (26-15)

PUBLIC SALE

On July 21st at 2:00 pm a public sale will be held at Ideal Storage, 134 NE Metcalf, Siletz. We reserve the right to reject any or all bids/sales. Contents of unit #S074, rented by Paul Handsaker, PO Box 676, Siletz, OR 97380 will be for sale. The aforementioned party can contact us prior to the sale at the address above or call 541-336-9611. J-6, 8, 13, 15 (27-15)

PUBLIC SALE

On July 21st at 2:00 pm a public sale will be held at Ideal Storage, 134 NE Metcalf, Siletz. We reserve the right to reject any or all bids/sales. Contents of unit #S059, rented by Kayla Potter, 1035 NE Ore. Lincoln City, OR 97367 will be for sale. The aforementioned party can contact us prior to the sale at the address above or call 541-336-9611. J-6, 8, 13, 15 (28-15)

persons mentioned above may contact us prior to the sale at (541) 867-4607. J-6, 8 (22-08)

PUBLIC SALE

On July 21st at 2:00 pm a public sale will be held at Ideal Storage, 134 NE Metcalf, Siletz. We reserve the right to reject any or all bids/sales. Contents of unit #S063, rented by Fawn Metcalf, 204 Umpqua, Siletz, OR 97380 will be for sale. The aforementioned party can contact us prior to the sale at the address above or call 541-336-9611. J-6, 8, 13, 15 (23-15)

PUBLIC SALE

On July 21st at 2:00 pm a public sale will be held at Ideal Storage, 134 NE Metcalf, Siletz. We reserve the right to reject any or all bids/sales. Contents of unit #S063, rented by Kristina Self, 198 Swan St, Siletz, OR 97380 will be for sale. The aforementioned party can contact us prior to the sale at the address above or call 541-336-9611. J-6, 8, 13, 15 (24-15)

PUBLIC SALE

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On July 21st at 2:00 pm a public sale will be held at Ideal Storage, 134 NE Metcalf, Siletz. We reserve the right to reject any or all bids/sales. Contents of unit #S059, rented by Kayla Potter, 1035 NE Ore. Lincoln City, OR 97367 will be for sale. The aforementioned party can contact us prior to the sale at the address above or call 541-336-9611. J-6, 8, 13, 15 (28-15)

tioned party can contact us prior to the sale at the address above or call 541-336-9611. J-6, 8, 13, 15 (28-15)

PUBLIC SALE

On July 21st at 2:00 pm a public sale will be held at Ideal Storage, 134 NE Metcalf, Siletz. We reserve the right to reject any or all bids/sales. Contents of unit #S101, rented by Teresa Bearden, PO Box 9, Siletz, OR 97380 will be for sale. The aforementioned party can contact us prior to the sale at the address above or call 541-336-9611. J-6, 8, 13, 15 (28-15)

LINCOLN COUNTY INVITATION TO BID FOR PUBLIC IMPROVEMENT PROJECT

BID NO: AC - 804 - 2011 CLOSE DATE: JULY 21, 2011

CLOSE TIME: 2:00 P.M. PROJECT NAME: OVERLAY 2.90 MILES OF YACHTS RIVER ROAD #804

OWNER'S CONTACT: JAMES BUSIMAN, P.E., PUBLIC WORKS DIRECTOR

PHONE: (541) 574-1211 FAX: (541) 574-1295 PUBLIC NOTICE

Lincoln County is soliciting bids for Overlaying with Hot Mix Asphalt Concrete 2.90 miles of Yachts River Road #804. The project is located in Yachts, Oregon. Estimated Project cost range is \$250,000 - \$500,000. Contract to be completed by September 30, 2011. Anticipated Notice to Proceed date is July 27, 2011. Contract Documents may be seen or obtained from the office of Lincoln County Public Works, Mitzi Brown, 880 NE 7th Street, Newport, Oregon 97365, telephone (541) 574-1219. Bids must be received at Lincoln County Public Works, 880 NE 7th Street, Newport, Oregon 97365, by bid closing 2:00 p.m. on July 21, 2011. Mailing address: 880 NE 7TH STREET, NEWPORT, OREGON 97365. Submit bids in a sealed envelope marked, "HMCA OVERLAY, Road Number 804, Bid Form - Bid Closing July 21, 2011 at 2:00 p.m." Pursuant to ORS 279C.370 bidders are required to disclose information about certain first-tier subcontractors, either in the bid submission envelope or within two (2) working hours after bid closing. The bidder must comply as applicable with ORS 279C.800 through ORS279C.870 or 40 USC 276a. Each bidder must complete the Residency Statement included in the Bid Form. Bidders shall be currently registered with the Construction Contractors Board (CCB), holding the proper registration for the work contemplated herein, at the time of

subn tors: proje regis at th to er work tion to a tract by fe oper at L Work Neww at 2, 2011 miss right in cc requi to re the b Cour Jam Publ Adve 6, an Neww J-6, NC

The givet loww dwei 1983 ing, Plate Surf 392 Neww The was a/k/a dece be h at 2 ding, acco July to I LLC, part acti: the nve on tl corn Bids legal addr ber f as it The be n mail. does cash orde days tion have the n be n bidd is re poss at w the n from Villac notifi der i unles a s tion Mob: with or in inspe ty, c (541) E. F Seife Neww 265:

2-SV-11 News Time Ad, July 6

handling, shooting technique, layouts, passing and defense. More advanced concepts such as can be reached at 541-203-6374 ext. 212, or sports@newportnewstimes.com.



including... next... youth... included... charge by... person... (86) 753... and Stat... to have... according... the trust... by pay... clarity of... then due... portion... would... had no... together... trustee's... and car... suit com... Notice... tendering... required... portion... any time... before... for sale... CRIMA... CONTACT... JAIL TITLE... COMPANY, of, Suite A 92614 IN SALE "CALL" website for information: IN TRUST... SALE In... alone, the... encloses... the new... includes "grantor"... orator as... persons... tion, the... which is... deed of "Trustee"... include... cessors... y. Dated: IDENTITY INSUR... Y Trustee authorized 4013675 7/17/2011, 7/01/2011

SECTION 8, TOWNSHIP 10 SOUTH, RANGE 11 WEST OF THE WILLAMETTE MERIDIAN IN LINCOLN COUNTY, OREGON. EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE 30 FOOT ROADWAYS DESCRIBED IN DEED RECORDED SEPTEMBER 12, 1939, IN BOOK 82, PAGE 268, DEED RECORDS, PARCEL 2; THE NORTH 55 FEET OF THE FOLLOWING: BEGINNING 328 FEET SOUTH OF THE SOUTHEAST CORNER OF LOT 6, BLOCK 4, FIRST ADDITION TO BEVERLY BEACH, WHICH POINT IS ON THE NORTH LINE OF THE TRACT AS CONVEYED TO WILLIAM A. JEPPE AND ELNORA JEPPE, AS RECORDED IN BOOK 195, PAGE 126. DEED RECORDS OF LINCOLN COUNTY, OREGON; THENCE NORTH 155.0 FEET; THENCE EAST 135 FEET PARALLEL WITH THE SOUTH LINE OF LOT 6, BLOCK 4; THENCE SOUTH 155 FEET TO THE PLACE OF BEGINNING. ALL OF SAID PROPERTY BEING LOCATED IN LOT 2, SECTION 8, TOWNSHIP 10 SOUTH, RANGE 11 WEST OF THE WILLAMETTE MERIDIAN IN LINCOLN COUNTY, OREGON. EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE 30 FOOT ROADWAYS DESCRIBED IN DEED RECORDED SEPTEMBER 12, 1939, IN BOOK 82, PAGE 268, DEED RECORDS. ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN DEED TO MELVIN KELLER ET UX RECORDED FEBRUARY 8, 1979, IN BOOK 97, PAGE 552. FILM RECORDS, DESCRIBED AS FOLLOWS: BEGINNING 328 FEET SOUTH OF THE SOUTHEAST CORNER OF LOT 6, BLOCK 4, FIRST ADDITION TO BEVERLY BEACH, WHICH IS THE NORTHEAST CORNER OF THE TRACT OF LAND AS CONVEYED TO WILLIAM A. JEPPE AND ELNORA JEPPE, AS RECORDED IN BOOK 195, PAGE 126. DEED RECORDS OF LINCOLN COUNTY, OREGON; THENCE NORTH 100 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG THE WEST SIDE OF HIGHWAY AVENUE, 10 FEET; THENCE WEST 135 FEET TO THE EAST SIDE OF CHRISTY AVENUE; THENCE SOUTH 10 FEET ON THE EAST SIDE OF CHRISTY AVENUE; THENCE EAST 135 FEET TO THE TRUE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF VACATED NE DOUGLAS STREET WHICH WOULD INURE BY VACATION RECORDED OCTOBER 23, 2007 AS INSTRUMENT

NO. 200714996 MICRO-FILM RECORDS. C. TRUST DEED INFORMATION: Dated: October 11, 2006, Recording Date: October 18, 2006, Recorder's No.: 2006-15875, Recording Place: Microfilm Records of Lincoln County, Oregon. D. DEFAULT: The Grantors are in default and the Beneficiaries elect to foreclose the Trust Deed for failure to pay the entire balance of the Promissory Note which became due in full on October 11, 2010. E. AMOUNT DUE: By reason of the default, the Beneficiaries have declared all sums owing on the obligation secured by the Trust Deed immediately due and payable, those sums being the principal amount of \$65,000.00, plus interest at the rate of 12% per annum from September 11, 2009, until paid; plus late fees, foreclosure costs and attorney fees, and amounts, if any, advanced by the Beneficiaries pursuant to the terms of the Trust Deed and/or applicable law. F. ELECTION TO SELL: NOTICE IS HEREBY GIVEN THAT the Beneficiaries and Trustee, by reason of said default, have elected and do hereby elect to foreclose said Trust Deed by advertisement and sale pursuant to Oregon Revised Statutes §86.705 et seq., and to cause to be sold at public auction to the highest bidder, for cash or certified funds, the interest in said described property which Grantors had, or had the power to convey, at the time of the execution of the Trust Deed, together with any interest the Grantors acquired after the execution of the Trust Deed, to satisfy the obligations secured by said Trust Deed together with the expenses of sale, including the compensation of the Trustee as provided by law, and the reasonable fees of Trustee's attorney. G. DATE, TIME AND PLACE OF SALE: Date & Time: August 9, 2011, at 11:00 a.m. Place: Inside the front entrance of the Lincoln County Courthouse, 225 West Olive Street, Newport, Oregon. H. RIGHT TO REINSTATE: NOTICE IS FURTHER GIVEN THAT at any time prior to five (5) days before the sale, this foreclosure proceeding may be dismissed and the Trust Deed reinstated by payment to the Trustee of the entire amount then due (other than a portion of the principal as would not then be due had no default occurred), and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation of Trust Deed, and in addition to paying said sums or by tendering the performance necessary to cure the default, by paying all costs and expenses to

the Trustee actually incurred by the Beneficiaries and Trustee in enforcing the obligation and Trust Deed, together with the Trustee's fees and attorney's fees. I. NOTICE: The Federal Fair Debt Practices Act requires we state that this is an attempt to collect a debt and any information obtained will be used for that purpose. J. MISCELLANEOUS: In constituting this Notice, the singular includes the plural, the word "Grantors" includes any successor in interest to the Grantors as well as any other person owing an obligation, the performance of which is secured by the Trust Deed, and the words "Trustee" and "Beneficiaries" include their respective successors in interest. If any NOTICE TO TENANTS: If you are a tenant of this property, foreclosure could affect your rental agreement. A purchaser who buys this property at a foreclosure sale has the right to require you to move out after giving you notice of the requirement. If you do not have a fixed term lease, the purchaser may require you to move out after giving you a 30 day notice on or after the date of the sale. If you have a fixed term lease, you may be entitled to receive, after the date of the sale, a 60 day notice of the purchaser's requirement that you move out. To be entitled to either a 30 day or 60 day notice, you must give the Trustee of the property written evidence of your rental agreement at least 30 days before the date first set for the sale. If you have a fixed term lease, you must give the Trustee a copy of the rental agreement. If you do not have a fixed term lease and cannot provide a copy of the rental agreement, you may give the Trustee other written evidence of the existence of the rental agreement. The date that is 30 days before the date of the sale is July 10, 2011. The name of the Trustee and the Trustee's mailing address are listed on this notice. Federal law may grant you additional rights, including a right to a longer notice period. Consult a lawyer for more information about your rights under federal law. You have the right to apply your security deposit and any rent you prepaid toward your current obligation under your rental agreement. If you want to do so, you must notify your landlord in writing and in advance that you intend to do so. If you believe you need legal assistance with this matter, you may contact the Oregon State Bar and ask for the Lawyer Referral Service. Contact information for the Oregon State Bar is included with this Notice. If you have a low

income and meet federal poverty guidelines, you may be eligible for free legal assistance. Contact information for where you can obtain free legal assistance is included in this notice. For the name and telephone number of an organization near you, please call the statewide telephone contact number at 1-888-610-8764. You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 1-503-684-3763, or toll free in Oregon at 1-800-452-7636, or you may visit its website at www.osbar.org/public/trs/trs.html. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to http://www.lawhelp.org/program/694/index.cfm. DATED this 28th day of March, 2011. ROBERT A. SMEJKAL, Trustee, PO Box 654, Eugene, OR 97440 J-10, 17, 24, J-1 (84-01)

PUBLIC SALE
On July 22nd at 2:00pm a public sale will be held at Ideal Storage, 5441 W Hwy 20, Toledo. We reserve the right to reject any or all bids/sales. Contents of unit #93, rented by Paul Wright, 8346 SE FLAVEL ST SPACE A-5, PORTLAND, OR 97266 will be for sale. The aforementioned party can contact us prior to the sale at the address above or call 541-336-9611 J-24, 29, J-1, 06 (09-06)

PUBLIC SALE
On July 22nd at 2:00pm a public sale will be held at Ideal Storage, 5441 W Hwy 20, Toledo. We reserve the right to reject any or all bids/sales. Contents of unit #773, rented by Joyce Hunter, 8346 SE FLAVEL ST SPACE A-5, PORTLAND, OR 97266 will be for sale. The aforementioned party can contact us prior to the sale at the address above or call 541-336-9611 J-24, 29, J-1, 06 (10-06)

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PUBLIC SALE
A public sale will be held on July 16, 2011 at 12:00 noon at Economy Storage 4587 S Coast Hwy, South Beach. We reserve the right to reject any or all bids/sales. Contents of unit #16, rented by Chris Myers, PO Box 2216, Waldport, OR 97394 & unit #1 rented by Chris Brown, 120 NE 56th Street, Newport, OR 97365 will be for sale. The aforementioned party can contact at above address or call 541-867-2910. Open bids at 4PM on 7-16-11 J-1, 8 (17-08)

CITY OF NEWPORT NOTICE OF A PUBLIC HEARING ON A PARTIAL STREET VACATION
The Newport City Council will hold a second public hearing at 7:00 p.m. on Monday, July 18, 2011, in the City Hall Council Chambers, to consider a partial street vacation (File No. 2-SV-11) as requested by Thomas Fox Properties (Joachim P & C Jean Statz, property owners) (Mark McKechnie, Oregon Architecture, Inc., authorized representative). The request, which was received on April 18, 2011, is for a proposed vacation of that portion of SE 1st Street from SE Avery Street to S Coast Highway. The abutting properties are currently identified as Tax Lots 9500, 9800, 10200, and 10500 of Assessor's Tax Map 11-11-08-AB. Oregon Revised Statutes (ORS) 271.120 requires that: (1) The consent of the owners of the requisite area have been obtained; (2) Notice has been duly given; and (3) The public interest will not be prejudiced by the vacation of such plat or street or parts thereof. Testimony and evidence must be directed toward the request above or other criteria, including criteria within the Comprehensive Plan and its implementing ordinances, which the person believes to apply to the decision. Failure to raise an issue with sufficient specificity

to afford the city and the parties an opportunity to respond to that issue precludes an appeal (including to the Land Use Board of Appeals) based on that issue. Testimony may be submitted in written or oral form. Oral testimony and written testimony will be taken during the course of the public hearing. The hearing may include a report by staff, testimony from the applicant and proponents, testimony from opponents, rebuttal by applicant and questions and deliberation by the City Council. Written testimony sent to the Community Development (Planning) Department, City Hall, 169 SW Coast Hwy, Newport, OR 97365, must be received by 5:00 p.m. the day of the hearing to be included as part of the hearing or must be personally presented during testimony at the public hearing. Pursuant to ORS 197.763 (6), any person prior to the conclusion of the initial public hearing may request a continuance of the public hearing or that the record be left open for at least seven days to present additional evidence, arguments, or testimony regarding the application. The staff report may be reviewed or a copy purchased at the Newport Community Development (Planning) Department (address above) seven days prior to the hearing. The file materials and the applicable criteria are currently available for inspection at no cost or copies may be purchased for reasonable cost at this address. Contact Derrick Tokos, Community Development Director (541) 574-0626 (address above). J-1, 6, 13 (19-13)

NOTICE OF SALE OF ABANDONED PROPERTY
The undersigned hereby gives notice that the following manufactured dwelling is abandoned: A 1983 manufactured dwelling, Serial No. 12950341S, Plate 181466 Located at Surfside Mobile Village, 392 NW 3rd, Space 3, Newport, Oregon 97365. The former tenant/owner was Wanda M. Blum, a/k/a Wanda Sanders, deceased. The sale will be held on July 19, 2011 at 2 p.m. by private bidding. Sealed bids will be accepted if postmarked by July 12, 2011, addressed to Holbrook & Seifert LLC, PO Box 2087, Newport Oregon 97365 and actually received prior to the sale time. A bidder's envelope must be marked on the outside lower left corner as "Private Bid." Bids must include the full legal name, USPS mailing address and phone number for each bidder as well as the price bid. The winning bidder will be notified by phone and mail. A winning bidder who

2-SV-11 News Times Inc. 7/11/11 pg. 03



Agenda Item #: X-C

Meeting Date: July 18, 2011

CITY COUNCIL AGENDA ITEM SUMMARY
City Of Newport, Oregon

Issue/Agenda Title: Council Rules

Prepared By: Hawker Dept Head Approval: ph City Manager Approval: JV

Issue Before the Council: The issue before Council is consideration of adoption of revised Council Rules.

Staff Recommendation: This is a Council decision.

Proposed Motion: I move to approve the revised Council Rules to become effective on July 18, 2011.

Key Facts and Information Summary: The City Council opted to undertake a revision to the Council Rules. Council met several times to review, discuss, and revise the document. The attached Council Rules are the culmination of this effort.

During the last review, Council asked that the city's legal counsel look at the section on Council Liaison's. Christy Monson, from LGLG, wrote:

"I've reviewed the latest draft of the Council Rules and they look legally sufficient; however, I do have one comment regarding Section A/Liaisons.

I believe that it is often a Council liaison's duty to lobby the Board on which he/she is a liaison - in favor of city positions. For example, a Council Liaison to the County Board may need to persuade or educate the County elected officials regarding a city position. To refrain from lobbying in that circumstance would be, I believe, to the city's detriment.

- If the current position of the Council is that at no time should a liaison lobby a board, commission, committee, or task force on any matter, then this language is okay and accomplishes your goals.
- If that is not the position of the Council, then I suggest the following language, which mandates that a liaison must refrain from lobbying or expressing personal views or any views that are not held by a majority of Council:

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

Based on comments from legal counsel, Section A/Liaisons has been changed to reflect A above. Council can amend the motion during the meeting if it wishes.

Other Alternatives Considered: Continuing using the current Council Rules.

City Council Goals: None.

Attachment List: Revised Council Rules.

Fiscal Notes: None.

City of Newport

COUNCIL RULES

EFFECTIVE JULY 18, 2011

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

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

RULES GOVERNING COUNCIL MEETINGS

TYPES OF MEETINGS

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

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

Regular Meetings

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

Special Meetings

A. Special meetings are called by:

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

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

Emergency Meetings

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

Work Sessions

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

Executive Sessions

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

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

MEETING PROCEDURE

Requirements of all Meetings

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

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

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

Adjournment, Continuance, and Breaks

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

Agenda

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

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

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

Broadcasting Council Meetings

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

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

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

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

Electronic Communication

All electronic communication shall be silenced during Council meetings.

Consent Calendar

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

Decorum (see also "*Order*")

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

Exhibits

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

Meeting Procedure

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

Meeting Staffing

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

Minutes

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

A. Council meeting minutes shall contain:

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

6. Reference to any document discussed at the meeting.

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

Motions

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

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

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

News Media

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

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

Order

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

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

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

Order of Business

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

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

Ordinances and Resolutions

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

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

Planning Commission Testimony

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

Presiding Officer

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

Public Comment at Council Meetings

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

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

Public Hearings and Participation.

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

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

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

Public Addressing the Council

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

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

Quorum

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

Reconsideration of Actions Taken

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

Suspension of Rules

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

Voting

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

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

GENERAL COUNCIL RULES

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

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

Appointed Positions

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

Attendance and Presence in the City

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

Communication with Staff

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

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

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

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

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

Conduct of Council Members.

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

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

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

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

Conferences and Seminars

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

Confidentiality

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

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

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

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

Contacts with Organizations

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

Expenses, Reimbursement and Compensation

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

Gifts by the Council

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

Liaison to Boards, Commissions and Committees

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

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

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

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

Litigation

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

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

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

Public Records

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

Representing the City

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

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

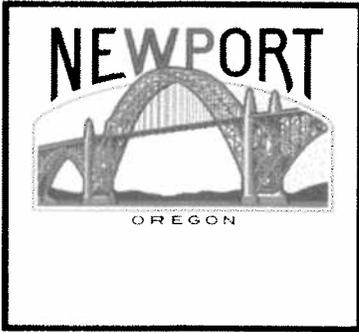
made by such negotiators shall require approval of the Council as a whole to take effect.

Vacancies on Boards, Commissions and Committees

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

Vacancies on the Council

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



Agenda Item #: X-D

Meeting Date: July 18, 2011

CITY COUNCIL AGENDA ITEM SUMMARY
City Of Newport, Oregon

Issue/Agenda Title: Consideration of Resolution No. 3553 - Creating a Tourism Facilities Grant Review Task Force

Prepared By: Hawker Dept Head Approval: ph City Manager Approval: JV

Issue Before the Council: The issue before Council is consideration of Resolution No. 3553 that would create a Tourism Facilities Grant Review Task Force.

Staff Recommendation: Staff recommends approval of the resolution.

Proposed Motion: I move to adopt Resolution No. 3553, creating a Tourism Facilities Grant Review Task Force.

Key Facts and Information Summary: For some time, Council has been discussing the use of tourism facilities funds that were initially set aside for construction of an event center. The event center idea was ultimately shelved, and the monies remain in a fund designated for tourism facilities. Council discussed the idea of granting the funds to community non-profit agencies for tourism facilities. Several community organizations have approached Council and requested use of these funds. At its work session of July 5, 2011, Council directed staff to draft a resolution creating a seven-member task force to develop criteria for awarding monies; to review applications for funding; and to make recommendations to the City Council on both issues. Council suggested that two of the seven members could be non-residents of the city, but individuals who had an interest in economic development.

Other Alternatives Considered: None.

City Council Goals: None.

Attachment List: Resolution No. 3553

Fiscal Notes: The fiscal impact will be dependent on distribution of funds.

RESOLUTION NO. 3553

A RESOLUTION ESTABLISHING A
TOURISM FACILITIES GRANT REVIEW TASK FORCE
FOR THE CITY OF NEWPORT

FINDINGS:

1. The City of Newport has funds for tourism facilities for which the City Council desires to establish a grant program for distribution of the funds; and
2. The City of Newport recognizes the importance of allocating these funds to non-profit agencies for the improvement or construction of tourism facilities through a grant process.

NOW, THEREFORE, THE CITY OF NEWPORT RESOLVES:

Section 1. The City Council creates a Tourism Facilities Grant Review Task Force that will be comprised of seven members; two of which may be from outside the city with an interest in economic development.

Section 2. The Task Force will be responsible for developing criteria for distribution of tourism facilities funds.

Section 3. The Task Force will be responsible for reviewing grant applications for the tourism facilities funds.

Section 4. The Tourism Facilities Grant Review Task Force will be responsible for forwarding recommendations on the grant criteria and funding recommendations for tourism facilities funding to the City Council for approval.

Section 5. This resolution shall be effective immediately upon passage.

Adopted by the Newport City Council on July 18, 2011.

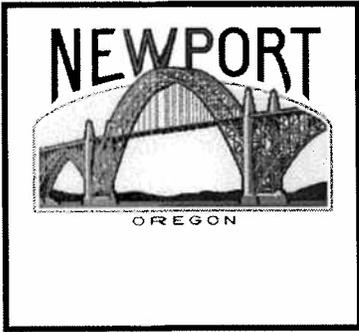
Signed on _____, 2011.

CITY OF NEWPORT

Mark McConnell, Mayor

ATTEST:

Margaret M. Hawker, City Recorder



Agenda Item #
Meeting Date

X-E
July 18, 2011

CITY COUNCIL AGENDA ITEM SUMMARY
City of Newport, Oregon

Issue/Agenda Title Request for Council acceptance of annual DLCD Coastal Management Grant (#CZM-12-025)

Prepared By: Derrick Tokos Dept Head Approval: DT City Mgr Approval: [Signature]

ISSUE BEFORE THE COUNCIL: Acceptance of a \$10,000 annual grant from the Department of Land Conservation and Development (DLCD) for land use planning and related work within Oregon's federally approved Coastal Zone along with a resolution requesting the funds.

STAFF RECOMMENDATION: Staff recommends the Council accept the grant.

PROPOSED MOTION: I move the Council adopt Resolution 3552, a resolution accepting a \$10,000 annual DLCD coastal planning grant.

KEY FACTS AND INFORMATION SUMMARY: Coastal Management Grants are awarded annually to jurisdictions that have adopted comprehensive plans and land use regulations which have been acknowledged by the State of Oregon and incorporated within the Oregon Coastal Management Program. Funds may be used for a range of planning activities such as updating plans and ordinances, preparing land use decisions, conducting public outreach and training, and collecting data. Among other things, past grant funds have been used to offset the costs of preparing the South Beach Neighborhood Plan, Transportation System Plan update, conducting Planning Commission trainings and developing land use GIS data. For this fiscal year the grant is programmed towards scanning land use records so that they can be more readily searched and made accessible to the public. Funds made available under this agreement are federal funds and may not be used to supplant state or local government funds that would otherwise be available.

To obtain the grant, the City Council must provide DLCD with a formal letter or resolution requesting the funds. No other action is needed.

OTHER ALTERNATIVES CONSIDERED: None.

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

ATTACHMENT LIST:

- Copy of the grant agreement
- Draft resolution requesting the funds

FISCAL NOTES: The \$10,000 associated with this grant is reflected in the FY 11-12 budget. With the grant award the City is required to provide a \$10,000 cash or in-kind match. Given that this grant encompasses day-to-day planning work, the City has generated the required match through in-kind contributions in the past and staff expects the same for this grant period.

**Oregon Department of Land Conservation and
Development
FY11-12 Grant Agreement**

Date
July 1, 2011
Type of Grant
Coastal Zone Management

Grantee Name City of Newport

Grant No.
CZM-12-025

Street Address

PO Box 5
Newport, OR 97365

DLCD Grant Amount

\$10,000

Award Period

July 1, 2011 through June 30, 2012

Grantee Share

\$10,000

Authority **State General Fund** **Federal Fund**
CFDA 11.419 XX
Coastal Zone Management Administrative Awards
Department of Commerce
National Oceanic and Atmospheric Administration (NOAA)
Federal Grant No. NA11NOS419 Award Amount: \$2,213,000

Total Cost
\$20,000

Project Title

Coastal Zone Management 11-12

Grantee Representative

Derrick Tokos, Community Dev Director
541-574-0626
dtokos@thecityofnewport.net

DLCD Grant Manager

Matt Spangler
541-574-1095
matt.spangler@state.or.us

This Grant, approved by the Coastal Program Manager of the Department of Land Conservation and Development, acting on behalf of the Land Conservation and Development Commission, is issued in duplicate and constitutes an obligation of state funds contingent upon the issuance of a grant from OCRM/NOAA to DLCD for FY 11/12. By signing the two documents, the Grantee agrees to comply with the Grant provisions shown in Attachment A. Attachment A contains standard terms and conditions, reporting requirements and payment schedule.

Upon acceptance by the Grantee, the two signed documents shall be returned to DLCD. ***If not signed and returned without modification by the Grantee within 30 days of receipt, the Grant Manager may unilaterally terminate this Grant.*** Upon receipt of the signed documents, the DLCD Coastal Program Manager shall sign and one copy will be returned for the Grantee's file.

For the Grantee:

Sign and Print/Type Name of Authorized Official

Title

Date

DLCD Program Manager Signature

DLCD Coastal
Program Manager

Date

Attachment A

Work Program

By agreement with the federal Office of Ocean and Coastal Resource Management (OCRM), use of funds under this grant program is for work within the boundaries of those jurisdictions in Oregon's federally-approved Coastal Zone that have adopted comprehensive plans and land use regulations acknowledged by the Land Conservation and Development Commission (LCDC) and incorporated within the Oregon Coastal Management Program (OCMP).

NOTE: Grantee acknowledges that grant funds shall not be used for legal or administrative costs associated with defending the Grantee or other grantees from decisions made by the department or the commission.

Grant Matching Funds Requirement and Rate of Payment

1. This award requires the City of Newport to provide \$10,000.00 in project-related matching costs from non-federal sources. The City must maintain an accounting for \$20,000.00 in its official records.
2. Matching funds, whether in cash or in-kind, are expected to be paid out at the same general rate as the state share, and matching fund accounting shall be included with each reimbursement request. Exceptions to this requirement may be approved by the Grant Manager based on demonstration that the schedule of tasks for the project and the rate of local match for these tasks justify a delayed payout of cash or in-kind contributions. In any case, the Grantee must fulfill the non-Federal matching commitment over the life of the award.

Payment and Reporting Schedule

1. Reimbursement up to 50% of the grant award will be made upon completion of a semi-annual report due January 31, 2012, for the period July 1, 2011 to December 31, 2011;
2. Final reimbursement up to the total amount of the grant will be made upon completion of a second semi-annual report due July 31, 2012, for the period January 1, 2012 to June 30, 2012.

Please note: DLCD will NOT make payment when semiannual reports are more than 60 days beyond the due date.

The following reports are **required** on an on-going basis and in addition to the two semi-annual reports required above:

- Notice of pending land use decisions shall be provided on an ongoing basis to the appropriate DLCD Coastal Regional Representative **before** land use decisions are made. Staff reports and draft findings of fact shall be submitted to the Regional Representative with these notices;
- If this Grant Agreement is terminated for any reason, a final programmatic and financial closeout report is required within 30 days.

Grantee agrees to

1. Designate a Coastal Specialist(s) responsible for preparing staff reports and draft findings of fact for proposed local land use decisions, reports of violations of local land use regulations, and results of field inspections and who will be a point of contact for the Department;
2. Provide **timely** notices, staff reports, and draft findings of fact related to proposed legislative and quasi-judicial land use decisions to the DLCDC Regional Representative and affected state and federal agencies before the decisions are made;
3. Coordinate with state agencies, federal agencies, and other units of local government, including port districts, to carry out the provisions of applicable acknowledged plan(s) and ordinances, and to identify plan and regulation violations;
4. At minimum, the Coastal Specialist, or the jurisdictions designee shall attend at least one of two semi-annual meetings of the Oregon Coastal Management Program Network Partners sponsored by the Department. DLCDC will reimburse Grantee, up to \$200 per person from this grant to support travel costs associated with attendance at such meeting. Grantee shall conduct all travel in the most efficient and cost effective manner resulting in the best value to DLCDC. The travel must comply with all the requirements set forth in this section and must be for official DLCDC business only. Grantee shall provide DLCDC with receipts for all travel expenses except meals. All Grantee representatives will be limited to economy or compact-sized rental vehicles, unless Grantee personally pays the difference. DLCDC will reimburse travel and other expenses of the Grantee at rates set forth in the Oregon Accounting Manual as of the date Grantee incurred the travel or other expenses. The Oregon Accounting Manual is available at <http://www.oregon.gov/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf> ;
5. Provide pre-application advice and information to potential applicants about acknowledged comprehensive plan and land use regulations that may be applicable, identify sources of technical information that may be useful in addressing these requirements, and invite DLCDC to participate in pre-application conferences as appropriate;
6. Provide, upon request, timely findings or certification of compatibility of proposed land use actions or permits with applicable provisions of acknowledged comprehensive plan(s) and land use regulations to relevant state and federal agencies to which application has been made and for which a statement of Land Use Compatibility (LUCS) is required by the state or federal agency
7. Retain all financial and personnel records pertaining to grant expenditures and local matching funds for a period of at least three years from date of filing of final report on this grant, as provided under Standard Conditions, below;
8. Advise in a timely way the Department's Regional Representative of any amendment that may be needed for this grant agreement; and
9. Provide two semi-annual reports to the Department as specified in this agreement.

Use of Grant Funds

Funds received by the Grantee pursuant to this agreement shall be expended only to accomplish and carry out one or more of the following activities:

1. Carry out administrative actions including zone changes, conditional uses, variances, permits, partitionings and other development applications, and similar ministerial and quasi-judicial actions;
2. Codify plan documents and land use regulations, including conversion to digital data bases;
3. Collect data, conduct inventories and studies related to comprehensive plan elements, ancillary or functional plans, and land use regulations;
4. Develop and conduct special public workshops and technical training programs on land use;
5. Develop, amend, or implement intergovernmental coordination programs or agreements;
6. Enforce land use regulations, including developing and implementing dispute resolution programs;
7. Conduct or sponsor land use training for local elected and appointed officials, staffs, and citizens on land use;
8. Make legislative land use amendments to comprehensive plans and land use regulations;
9. Purchase maps and aerial photos to support land use planning functions;
10. Support citizen involvement programs and activities;
11. Update and reprint maps, develop GIS data, inventory data and plan documents;

Standard Conditions

1. The funds made available under this agreement are federal funds (CFDA #11.419) and may not be used to supplant state or local government funds that would otherwise be available in the absence of such federal funds.
2. The cover or the title page of all reports, studies, or other documents supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration, through a grant to the Department of Land Conservation and Development.
3. The Grantee, upon signing the Grant Agreement, agrees to designate a Coastal Specialist(s) either in a cover letter accompanying this agreement, or in an e-mail to diana.evans@state.or.us;

4. DLCD's Right to Terminate at its Discretion. At its sole discretion, DLCD may terminate this Grant Agreement:
- For its convenience upon thirty (30) days' prior written notice by DLCD to Grantee;
 - Immediately upon written notice if DLCD fails to receive funding, appropriations, limitation, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
 - Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the DLCD's purchase of the Work or Work Products under this Grant Agreement is prohibited from paying for such Work or Work Products from the planned funding source.

DLCD's Right to Terminate for Cause. In addition to any other rights and remedies DLCD may have under this Grant Agreement, DLCD may terminate this Grant Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, or upon expiration of the time period and with such notice as provided below, upon the occurrence of any of the following events:

- Grantee is in default because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- Grantee is in default because Grantee commits any material breach or default of any covenant, warranty, obligation, or agreement under this Grant Award, fails to perform the Work under this Grant Award within the time specified herein or any extension thereof or so fails to pursue the Work as to endanger Grantee's performance under this Grant Award in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.

Return of Property: Upon termination of this Grant Award for any reason whatsoever, Grantee shall immediately deliver to DLCD all of DLCD's property (including without limitation any Work or Work Products for which DLCD has made payment in whole or in part) that is in the possession or under the control of the Grantee in whatever stage of development and form of recordation such Grantee property is expressed or embodied at that time. Upon receiving a notice of termination of this Grant Agreement, Grantee shall immediately cease all activities under this Grant Award, unless DLCD expressly directs otherwise in such notice of termination. Upon DLCD's request, Grantee shall surrender to anyone DLCD designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

5. The Grantee will maintain standard accepted accounting and fiscal records of the receipt and expenditure of funds by the grantee. The account records for the expenditure of these funds shall be distinguished from the account records of all other funds. Allocations for the time devoted by the designated Coastal Specialist(s) to this award shall be accounted for on a daily basis.
6. The Comptroller General of the United States, the Secretary of Commerce of the United States, the Inspector General of the United States Department of Commerce, the Attorney

General of the State of Oregon, the Secretary of State of the State of Oregon, and the Director of the Oregon Department of Land Conservation and Development, or any other duly authorized federal or state representative, shall have access to the documents, papers, and records of transactions related to this Grant. Any special program or financial reports shall be promptly submitted to the Director of the Department of Land Conservation if so requested. All records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after the completion of the final financial closeout report, whichever is later.

The Grantee is subject to the requirements of 2 CFR 225, 15 CFR 24, and audit requirements found in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156, as implemented by OMB Circular A-133. In order for the department to comply with the Single Audit Act, the Grantee shall submit to the department, as soon as available, a copy of all audits and compliance correspondence for the audited period covering the payment of federal funds under this agreement.

7. Positive efforts shall be made to use small businesses and minority-owned businesses as sources of supplies.
8. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement or to any benefit which might arise therefrom.
9. The Grantee agrees to comply with the non-discrimination requirements below:
 - Statutory Provisions**
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Department of Commerce implementing regulations published at 15 CFR Part 8 which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
 - Title IX of the Education Amendments of 1972 (20 USC §§1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
 - Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794) and Department of Commerce implementing regulations published at 15 CFR Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance;
 - The Age Discrimination Act of 1975, as amended (42 USC §§6101 et seq.) and Department of Commerce implementing regulations published at 15 CFR Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
 - The Americans with Disabilities Act of 1990 (42 USC §§ 12101 et seq.) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
 - Any other applicable non-discrimination law(s).
 - Other Provisions**
 - Parts II and III of EO11246 (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and 12086 (43 FR 46501, 1978), require Federally assisted

construction contracts to include the nondiscrimination provisions of §§202 and 203 of that EO and Department of Labor regulations implementing EO11246 (41 CFR § 60-1.4(b), 1991).

- EO 13166 (August 11, 2000), “Improving Access to Services for Persons With Limited English Proficiency,” and Department of Commerce policy guidance issued on March 24, 2003 (68 FR 14180) to Federal financial assistance recipients on the Title VI prohibition against national origin discrimination affecting Limited English Proficient (LEP) persons.

RESOLUTION NO. 3552

**A RESOLUTION REQUESTING AN OREGON DEPARTMENT OF LAND
CONSERVATION AND DEVELOPMENT COASTAL MANAGEMENT GRANT**

FINDINGS:

1. The City of Newport is interested in receiving a \$10,000 grant from the Oregon Department of Land Conservation and Development (DLCD) in the form of a DLCD Coastal Management Grant for the Fiscal Year 2011-2012.
2. The DLCD Coastal Management Grant funds will be of assistance to the City of Newport in updating various elements of the Newport Comprehensive Plan (as the State of Oregon has listed the City of Newport as a candidate for periodic review) and for other purposes as allowed by the grant agreement.

THE CITY OF NEWPORT RESOLVES AS FOLLOWS:

Section 1. The Newport City Council hereby approves the request by the City of Newport for grant funding through a DLCD Coastal Management Grant for the Fiscal Year 2011-2012.

Section 2. The effective date of this resolution is July 18, 2011.

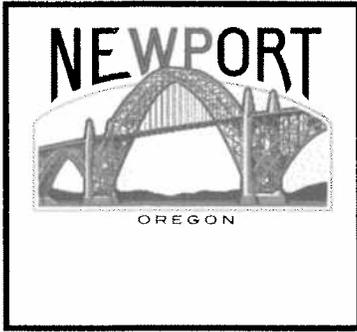
Adopted by a _____ vote of the Newport City Council on _____, 2011.

Signed on _____, 2011.

Mark McConnell
Mayor

ATTEST:

City Recorder



Agenda Item #
Meeting Date

X-F
July 18, 2011

CITY OF NEWPORT
AGENDA ITEM SUMMARY
City of Newport, Oregon

Issue/Agenda Title: Notice of Intent to Award the Performing Arts Center Reroofing Project

Prepared By: Timothy Gross Dept Head Approval: _____ City Mgr Approval: JV

Issue Before the Council:

Notice of Intent to Award the Performing Arts Center Reroofing Project.

Staff Recommendation:

Staff recommends awarding the Coast Park Improvements Project to **Weatherguard, Inc.**

Proposed Motions:

I move that the City of Newport Public Works Department issue a Notice of Intent to Award the Performing Arts Center Reroofing Project to **Weatherguard, Inc.** in the amount of **\$144,378.60**, and contingent upon no protest, authorize award and direct the City Manager to execute the contract on behalf of the City of Newport.

Key Facts and Information Summary:

Improvements proposed to be constructed as part of the Coast Park Improvements Project includes:

- Removal of the existing concrete tile roof and hauling of the shingles to the Water Treatment Facility to be recycled as fill and/or riprap lining of the backwash pond.
- Replacement of rotted sheathing
- Take down the gutters and replace rotted fascia boards
- Installation of (4) new smoke vents
- Installation of a new asphalt shingle roofing system

Bids were opened Thursday, July 14, 2011, at 2:00 p.m. Please see the attached bid tabulation for details.

<i>Engineers Estimate (base bid)</i>	<i>\$144,342</i>
<u>Contractor</u>	<u>Base Bid</u>
Weatherguard, Inc.	\$144,378.60
Quade Commercial Construction	\$168,610.00
Lake Oswego Construction	\$189,091.00
Stuzman & Kropf Contractors, Inc.	Non-responsive

The apparent low responsive bidder is Weatherguard, Inc. with a base bid amount of \$144,378.60.

Other Alternatives Considered:

Not applicable.

City Council Goals:

Public Facilities

- Review and evaluate the condition of all city-owned public facilities, including a list of deferred and projected maintenance, repairs, and replacement schedule, along with associated costs.
- Achieve energy/cost savings through identification and implementation of sustainable practices.

Attachment List:

None

Fiscal Notes:

Financing for this project is through funds remaining in the Northside Urban Renewal Agency Fund. Through an intergovernmental agreement between the City and the Urban Renewal Agency, the City has been authorized to act as the contract manager for projects involving facilities owned by the Urban Renewal Agency. The PAC is one of those facilities. The balance remaining in the Northside Urban Renewal Agency Fund is approximately \$160,000. Please see the attached interagency agreement for details.

Performing Arts Center Reroofing Project

ITEM	Engineer's Estimate			Weatherguard, Inc.			Quade Commercial Construction			Lake Oswego Construction			Stuzman & Kropf Contractors, Inc.										
	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	SUBMITTED TOTAL	CORRECTED TOTAL	UNIT PRICE	SUBMITTED TOTAL	CORRECTED TOTAL	UNIT PRICE	SUBMITTED TOTAL	CORRECTED TOTAL	UNIT PRICE	SUBMITTED TOTAL	CORRECTED TOTAL							
SECTION 07311.3																							
1	Remove and replace existing roofing system	LS	1	\$ 110,500.00	\$ 110,500.00	\$99,200.00	\$99,200.00	\$115,630.00	\$115,630.00	\$115,630.00	\$165,936.00	\$165,936.00	\$165,936.00										
2	Roof substrate removal and replacement - 7/16" top sheathing and 1" insulation	SF	3700	\$ 2.78	\$ 10,293.19	\$2.67	\$9,879.00	\$4.54	\$16,768.00	\$16,798.00	\$1.92	\$7,098.00	\$7,104.00										
3	Roof substrate removal and replacement - 3/4" bottom sub-sheathing	SF	3700	\$ 3.62	\$ 13,404.66	\$2.02	\$7,474.00	\$3.01	\$11,140.00	\$11,137.00	\$1.77	\$6,562.00	\$6,549.00										
SECTION 09221																							
4	Facia board adjustment/ replacement	LF	320	\$ 20.65	\$ 6,608.71	\$65.83	\$21,065.60	\$53.65	\$17,166.00	\$17,168.00	\$22.60	\$7,331.00	\$7,232.00										
SECTION D723.6																							
5	Install Smoke Vents	LS	1	\$ 3,536.00	\$ 3,536.00	\$6,780.00	\$6,780.00	\$7,877.00	\$7,877.00	\$7,877.00	\$2,270.00	\$2,270.00	\$2,270.00										
														TOTAL									
														\$144,342.56		\$144,378.60		\$168,610.00		\$189,096.00		\$189,091.00	

Non-Responsive

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE NEWPORT URBAN RENEWAL AGENCY AND THE CITY OF NEWPORT TO REPAIR AND MAINTAIN PROPERTIES CONSTRUCTED WITH NORTH SIDE URBAN RENEWAL FUNDS

This Intergovernmental Agreement is entered into by and between the Newport Urban Renewal Agency, Oregon ("Agency") and the City of Newport, Oregon ("City"). The parties hereby agree as follows:

1. Recitals

- 1.1** The Agency intends to make its final debt service payment on previously issued North Side Urban Renewal District ("North Side URD") borrowings on December 15, 2010. The Agency enters into this Agreement to create indebtedness for the North Side URD in the amount of the available tax increment revenues for the North Side URD after repayment of all previously issued borrowings for that district (the "Available Revenues"). Staff estimates that after the final payment is made on previously issued borrowings, approximately \$110,000. (one hundred ten thousand dollars) will remain in the North Side URD fund as Available Revenues.
- 1.2** Buildings constructed with North Side URD funds ("North Side URD Buildings") have experienced normal wear and tear over the years and because of a lack of funds, the City has deferred maintenance on these buildings. Buildings particularly in need of repair, renovation, refurbishment and maintenance include the Performing Art Center, the Public Library (roof and air handling system), and the City Hall (air handling system). Upgrades to City Hall are also required for increased energy efficiency.
- 1.3** The Performing Arts Center (PAC) has several issues of concern. The roof has numerous leaks which are causing damage to the building itself. Attempts to repair the roof have not been successful. Staff recommends that the roof be replaced, the cost of which is estimated to be \$100,000. The smoke doors located on the roof of the PAC also need to be replaced as they are badly corroded. Finally, beams in the covered parking structure are rotting and need to be replaced. The cost of replacement is estimated to be \$10,000.
- 1.4** The Agency has approved a minor amendment to the North Side Urban Renewal Plan which states that North Side URD funds may be used for the repair of North Side URD Buildings. To carry out this purpose, staff recommends the Agency and City execute this Agreement for the City to perform or to contract for the performance of appropriate repairs and maintenance on North Side URD Buildings and to be compensated for such purpose with Available Revenues.

- 1.5 The urban renewal plan for the North Side URD will remain in effect until such time as all indebtedness of the North Side URD is repaid.

2. Scope of Agreement

- 2.1 The City will perform or contract for the performance of appropriate repairs and maintenance on North Side URD Buildings pursuant to this Agreement. The Agency will repay the City from Available Revenues for such repairs and maintenance. The City acknowledges that the Agency will only make payments to the City under this Agreement from Available Revenues.
- 2.2 The Agency directs the City to perform or contract for the performance of the following repairs and maintenance to North Side URD Buildings as prioritized by the Executive Director of the Agency and to the extent that Available Revenues are available to repay the City for such project. The priority for repair and maintenance efforts is the Performing Arts Center. Before the City takes action related to any projects, it may require the Agency to provide a certification that Available Revenues are available to repay the City for such repairs or maintenance.
- 2.3 This Agreement creates an indebtedness on behalf of the Agency for North Side URD funds. The repair and maintenance of North Side URD Buildings described in this Agreement is authorized under the urban renewal plan, as amended, for the North Side URD. The Agency is authorized to enter into this indebtedness by execution of this Agreement and the State urban renewal statutes. The urban renewal plan for the North Side URD will remain in effect until such time as all indebtedness of the North Side URD is repaid.
- 2.4 The County Assessor will be informed that as of December 15, 2010, a tax levy is no longer required for the North Side Urban Renewal District.
- 2.5 The maximum indebtedness limit for the North Side URD has not been reached.
- 2.6 The Executive Director and other staff shall take necessary steps to carry out this Agreement.

3. Miscellaneous

3.1 Binding Effect

This Agreement shall inure to the benefit of and shall be binding upon the Agency and the City and their respective successors and assigns.

3.2 Severability

In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

3.3 Amendments & Execution

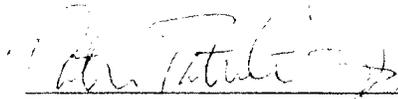
This Agreement may be amended only by a writing signed by both parties. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

3.4 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any action regarding this Agreement or the transactions contemplated hereby shall be brought in an appropriate court of the State of Oregon in Lincoln County, Oregon.

IN WITNESS WHEREOF, the Agency and the City have executed this Agreement as of the last date set forth below.

Newport Urban Renewal Agency



Patricia Patrick-Joling, Chair

12/5/10

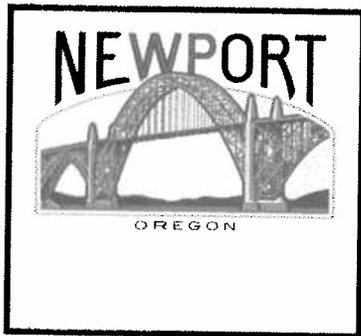
Date

City of Newport



William D. Bain, Mayor

Date



Agenda Item #: X-6
Meeting Date: 07/18/11

CITY COUNCIL AGENDA ITEM SUMMARY
City Of Newport, Oregon

Issue/Agenda Title: Award of Contracts for Police Vehicle Maintenance

Prepared By: Marshall Dept Head Approval: Marshall City Mgr Approval: _____

Issue Before the Council: The issue before Council is consideration of approval of a contract with Ocean Tire and Auto Service to provide police vehicle maintenance for the City of Newport.

Staff Recommendation: Staff recommends approval of the contract.

Proposed Motion: *I move to approve a contract with Ocean Tire and Auto Service to provide police vehicle maintenance services to the city.*

Key Facts and Information Summary: To comply with the city's public contracting rules, on May 23, 2011, the city issued an RFP for police vehicle maintenance. Two proposals were received. The proposals were evaluated by staff, and the proposal from Ocean Tire and and Auto Service is recommended for award of contract. Approval of this contract formalizes the city's use of this company.

The award of this contract is based upon the scoring and evaluation criteria located at Paragraph IX in the RFP. Based upon those results (attached), Ocean Tire and Auto Service is the successful proposer.

Other Alternatives Considered: None.

City Council Goals: Not applicable.

Attachment List:
RFP for police vehicle maintenance
Proposal from Les Schwab
Proposal from Ocean Tire and Auto Service
Scoring and Evaluation.

Fiscal Notes: The hourly rate for maintenance services is \$80.00 per hour.

RESOLUTION NO. 3554

A RESOLUTION ESTABLISHING A
RECREATION FACILITIES MANAGEMENT REVIEW TASK FORCE
FOR THE CITY OF NEWPORT

FINDINGS:

1. The City of Newport has several recreational facilities including the Recreation Center and Swimming Pool; and
2. The City Council of the City of Newport has discussed the concept of contracting for recreational facility management; and
3. The City Council has directed staff to initiate the process of establishing a task force to study this matter.

NOW, THEREFORE, THE CITY OF NEWPORT RESOLVES:

Section 1. The City Council creates a Recreation Facilities Management Review Task Force that will be comprised of five or seven members.

Section 2. The Task Force will be responsible for studying the feasibility of the City of Newport contracting with a private or non-profit entity for the operation of the city's recreational facilities.

Section 3. The Task Force will be responsible for completing this task by January 15, 2012 to allow for appropriate budgeting in the 2012/2013 budget.

Section 4. The Recreation Facilities Management Review Task Force will be responsible for forwarding recommendations to the City Council for approval.

Section 5. This resolution shall be effective immediately upon passage.

Adopted by the Newport City Council on _____, 2011.

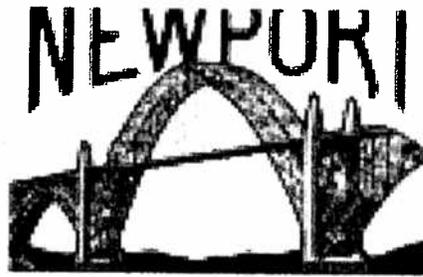
Signed on _____, 2011.

CITY OF NEWPORT

Mark McConnell, Mayor

ATTEST:

Margaret M. Hawker, City Recorder



CITY OF NEWPORT

NOTICE OF REQUEST FOR PROPOSALS
PROVIDE FLEET SERVICES FOR POLICE VEHICLES

Notice is hereby given that the CITY of Newport ("CITY") is requesting proposals for Police Vehicle Maintenance.

CITY desires to enter into a Service Agreement, awarded under Newport Public Contracting Rule 10.015.B, with a qualified firm that can demonstrate competency and experience in providing police vehicle maintenance. The contract term is for one year, commencing 01 July 2011, with an option to extend the contract up to four additional, one-year terms, upon agreement by both parties.

SCOPE OF SERVICE: This is a request to contractors to furnish labor, equipment, and materials to provide vehicle maintenance for the CITY of Newport police vehicles. **Maintenance will include, but is not limited to:**

- Routine preventative maintenance in accordance with manufacturer's recommendations
- Special service that may include, but is not limited to, electrical work; mechanical work; suspension and alignments; tire exchange, rotation, and replacement
- Pickup and return vehicles to CITY Hall
- Pickup and return vehicles from other shops, firms, or vendors who may perform work beyond the scope of the contractor
- Emergency service, 24 hours a day, seven days a week, 365 days a year
- More specific services and further details are described in the proposal and, specifically, in Section 3, Scope of Work.

The Request for Proposals is available at both the Finance and Police Department counters at the Newport CITY Hall, 169 SW Coast Highway, Newport, OR, 97365. It may also be downloaded at <http://www.newportoregon.gov>.

It is important that prospective contractors regularly visit the Web site for addenda, clarifications, and other notifications that may be relevant. In addition, all proposers that request complete set of the Proposal Documents from CITY will receive notification when additional items are posted.

The CITY intends for the selected contractor to commence services on 01 July 2011. Proposals must be received by the CITY, at the Finance Department counter, not later than 1:00 p.m. on _10 June 2011. Five copies of the Proposal must be presented. Facsimile proposals will not be accepted, and proposals received after the designated time and date will be returned unopened.

All proposals must be in a sealed envelope, addressed as follows:

Attn: David Marshall, Finance Director,
CITY of Newport, 169 SW Highway,
Newport OR 97365.

Marked clearly in the lower left hand corner: "Police Vehicle Maintenance – RFP."

The CITY may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all proposal in whole or in part when the cancellation or rejection is in the best interest of the CITY, and at no cost to the CITY.

CITY OF NEWPORT, OREGON

REQUEST FOR PROPOSALS
FOR
POLICE VEHICLE MAINTENANCE
RFP Issue Date: 23 May 2011
RFP Due Date: 1:00 p.m. 10 June 2011
Contract Effective as of: 1 July 2011

POLICE DEPARTMENT

Police Chief..... Mark Miranda

Police Sergeant.....Tom Simpson

Finance Director David Marshall

For Technical Information about this Proposal, contact Sergeant Simpson 541.574.0633, or email at newportpolice.net

For Financial and Administrative information about this Proposal, Contact David Marshall at 541.574.0610 or at d.marshall@newportoregon.gov

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4	Proposal and Proposer Requirements	12
5	Proposal Selection and Evaluation	14
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7	Attachments	17

ATTACHMENTS

- A. Qualification of Contractor
- B. Schedule of Contract Prices
- C. Required Services
- D. Current CITY Police Vehicles
- E. Service Agreement

SECTION 1 – REQUEST FOR PROPOSAL

CITY OF NEWPORT

NOTICE OF REQUEST FOR PROPOSALS

PROVIDE FLEET SERVICES FOR POLICE VEHICLES

Notice is hereby given that the CITY of Newport ("CITY") is requesting proposals for Police Vehicle Maintenance.

CITY desires to enter into a Service Agreement, awarded under Newport Public Contracting Rule 10.105B, with a qualified firm that can demonstrate competency and experience in providing police vehicle maintenance. The contract term is for one year, commencing 01 July 2011, with an option to extend the contract up to four additional, one-year terms, upon agreement by both parties.

SCOPE OF SERVICE: This is a request to contractors to furnish labor, equipment, and materials to provide vehicle maintenance for the CITY of Newport police vehicles. **Maintenance will include, but is not limited to:**

- Routine preventative maintenance in accordance with manufacturer's recommendations
- Special service that may include, but is not limited to, electrical work; mechanical work; suspension and alignments; tire exchange, rotation, and replacement
- Pickup and return vehicles to CITY Hall
- Pickup and return vehicles from other shops, firms, or vendors who may perform work beyond the scope of the contractor
- Emergency service, 24 hours a day, seven days a week, 365 days a year
- More specific services and further details are described for the Scope of Work at Section 3.

The Request for Proposals is available at the Newport City Hall, 169 SW Coast Highway, Newport, OR, 97365. It may also be downloaded at <http://www.newportoregon.gov>.

It is important that prospective contractors regularly visit the Web site for addenda, clarifications, and other notifications that may be relevant. In addition, all proposers that request a complete set of the Proposal Documents from CITY will receive notification when additional items are posted.

The CITY intends for the selected contractor to commence services on 01 July 2011. Proposals must be received by the CITY, at the Finance Department counter not later than 1:00 p.m. on 10 June 2011. Five copies of the Proposal must be presented. Facsimile proposals will not be accepted, and proposals received after the designated time and date will be returned unopened.

All proposals must be in a sealed envelope, addressed as follows:

CITY of Newport
Finance Department
David Marshall, Director
169 SW Highway
Newport OR 97365
Email: d.marshall@newportoregon.gov
Phone: 541.574.0610

The CITY may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all proposals in whole or in part when the cancellation or rejection is in the best interest of the CITY, and at no cost to the CITY.

SECTION 2 – INTRODUCTION AND GENERAL INFORMATION

2.1 INTRODUCTION

The CITY of Newport (“CITY”) is an Oregon municipal corporation with a 2010 population of approximately 10,500. The CITY employs approximately 142 staff; it is governed by a City Council of six Councilors and the Mayor.

The contract term of the Police Vehicle Maintenance agreement will be for one year, beginning 01 July 2011, with the option to extend the contract for four additional, one-year periods. The objective of requesting proposals is for the CITY to determine which Firm can offer the highest quality of service at a cost representing the best value to the CITY.

2.2 ISSUING OFFICE AND SUBMITTAL LOCATION

The Finance Director of the CITY will issue the Request for Proposal document and will be the CITY’s Point of Contact for administrative, clerical, and financial questions and concerns.

Each proposer is to provide five total copies of its proposal with one copy marked “ORIGINAL.” Your Proposal must be delivered to the **Finance Office counter by the closing date, 10 June 2011, at 1:00 p.m.** **The outside of the sealed envelope must state “POLICE VEHICLE MAINTENANCE RFP” and be addressed to the Finance Director at the address indicated below:**

Submit Administrative/Financial Questions to	Submit Scope of Work/Technical Questions to:
David Marshall, Finance Director	Sergeant Tom Simpson
169 SW Coast Highway	Newport Police Department
City of Newport OR 97365	City of Newport OR 97365
541.574.0610	541.574.0633
d.marshall@newportoregon.gov	t.simpson@newportpolice.net

Telephone, facsimile, or electronically transmitted Proposals will not be accepted. Proposals received after the specified date and time will not be accepted, reviewed, or considered. Proposers submitting

Proposals are solely responsible for the means and manner of their delivery; you are encouraged to confirm delivery prior to the deadline.

Throughout the RFP process, the term “In writing” refers to letter and/or email correspondence. The preferred method of communications is by email. The subject line of each and every communiqué, regardless of type, must be: “City of Newport RFP for Police Vehicle Maintenance.” Of course, regular mail is also accepted.

2.3 SCHEDULE. The CITY’s schedule for issuance of the RFP, the evaluation of the responses, and the selection of the vendor(s), is as follows:

1. RFP Advertised	23 May 2011
2. Final Date to Submit Change or Solicitation Requests	03 June 2011
3. Last Date for Addenda	07 June 2011
4. Proposal Due Date	10 June 2011
5. Evaluate Proposals	13 – 17 June 2011
6. Proposer Interviews (optional)	<u>TBD</u>
7. Council Award Approval	20 June 2011
8. Notice of Intent to Award	21 June 2011
9. Protest Period Ends (seven calendar days)	28 June 2011
10. Commencement of Contract	01 July 2011

2.4 CHANGES TO THE SOLICITATION BY CITY ADDENDA. The CITY reserves the right to make changes to the RFP by written addendum, which shall be issued to all prospective Proposers known to the CITY to have received the Proposal Document.

A prospective Proposer may request a change in the RFP by submitting a written or email request to:

Attn: David Marshall
Finance Director
169 SW Coast Highway
Newport OR 97365
d.marshall@newportoregon.gov

The request must specify the provision of the RFP in question (example: Section 3.2, second paragraph, which reads . . .”) and contain an explanation for the requested change. All requests for changes or additional information must be submitted to the CITY no later than 03 June 2011.

The CITY will evaluate all requests submitted, but reserves the right to determine whether to accept the requested change. If, in the opinion of the CITY, additional information or interpretation is necessary, such information will be supplied in the form of an Addendum, as stated above. Addenda will be issued in this format: “Addenda #01, 02, xx, dated xx/xx/xx to the City of Newport’s RFP for Police Vehicle Maintenance.” All addenda will have the same binding effect as though contained in the main body of the RFP. **Oral instructions or information concerning the project given out by CITY managers, employees, or agents to prospective Proposers shall not bind the CITY.**

1. Addenda will be mailed both by regular post and email to all potential Proposers that request a complete set of the Proposal Documents from CITY.
2. No addenda will be issued later than the date established in the RFP schedule (07 June 2011) except an addendum, if necessary, postponing the date for receipt of Proposals, withdrawing the invitation, modifying elements of the proposal resulting from a delayed process, or

requesting additional information, clarification, or revisions of proposals leading to obtaining best offers or best and final offers.

3. Each proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all Addenda issued, and ***receipt of each Addendum shall be acknowledged in the appropriated location on each Addendum and included with the Proposal submittal.***
4. The CITY intends to use email correspondence for the majority of the communications associated with this RFP. Such correspondence ***must use*** in its subject line the phrase, ***"CITY of Newport RFP for Police Vehicle Maintenance."***

2.6 Cancellation. The CITY reserves the right to cancel the award of this contract at any time before execution of the contract by both parties, if cancellation is determined to be in the CITY's best interest. In no event shall the CITY incur any liability for the cancellation of award.

2.7 Late Proposals. All Proposals that are not received by the deadline stated in the RFP Schedule will be considered late and therefore non-responsive. Delays due to mail and/or delivery handling, including, but not limited to, delays within the CITY's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the stated deadline. Proposers submitting Proposals on the Proposal Due Date (04 April 2011) are encouraged to confirm with the Finance Office the time of the "Proposal Clock," such time being the unassailable benchmark for the official and correct time of submittal.

2.8 Proposer's Representation. Proposers by the act of submitting their Proposals, represent that:

1. They have read and understand the Proposal Documents and that their Proposal is made in accordance with those Documents;
2. They have familiarized themselves with the local conditions under which the work will meet their satisfaction;
3. Their Proposal is based upon the requirements described in the Proposal Documents without exception, unless exceptions are clearly stated in the response.

2.9 Conditions of Submittal. By the act of submitting a response to the Invitation, the Proposer certifies that:

1. Proposer and each person signing on behalf of Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the CITY, has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Proposer's response to this RFP.
2. Proposer has examined all parts of this RFP, including all requirements and contract terms and conditions thereof, and, if its Proposal is accepted, the Proposer shall accept and execute the contract documents upon award, unless substantive changes are made in the Proposal without the approval of the Proposer.
3. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal, and that no person, firm, corporation, other than the named, has any interest in the Proposal, or in the proposed contract.
4. Proposer has quality experience providing the required services.

2.10 Proposer Requests Interpretation of RFP Documents. Proposers shall promptly notify the CITY of:

1. Any ambiguity, inconsistency, or error which they may discover upon examination of the Proposal Documents.

2. Proposers requiring clarification or interpretation of the Proposal Documents shall make a written request for such clarification or interpretation to the Finance Director as described in Section 2.2.
3. The CITY shall make interpretations, corrections, or changes to the Proposal Documents in writing by published Addenda, Interpretations, Corrections, or Changes to the Proposal Documents, which will be communicated to Proposers as described in Section 2.4. Changes to the Proposal Documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, or changes.
4. Should any doubt or difference of opinion arise between the CITY and a Proposer as to the items to be furnished, or the interpretation of the provisions of this RFP, the decision of the CITY shall be final and binding upon all parties.

2.11 Proposer Requirements for Information. Requests for Information (RFIs) regarding CITY services, programs, or personnel, or any other information shall be submitted in writing directly to the Finance Director at the address referenced in this document. Answers will be provided to all Proposers of record on the date that answers are available.

2.12 Solicitation Protests. Any complaints or perceived inequities related to this RFP shall be in writing and directed to the Finance Director at the addresses listed in this RFP and shall be received no later than 03 June 2011. Such submittals will be reviewed upon receipt and will be answered in writing.

2.13 Award Protests. Any Proposer who claims to have been adversely affected or aggrieved by the selection of a competing Proposer shall have seven calendar days after notification of the selected Proposer to submit a written protest. This written notification must be submitted to the Issuing Office address no later than Close of Business (COB), 28 June 011. No protest against an award will be considered if received after this deadline.

2.14 Cost of RFP and Associated Responses. Proposers responding do so at their own expense. Responses to this RFP are voluntary, and Proposers shall not include any such expenses as part of their Proposal.

2.15 CITY to Request Clarification, Additional Research, and Revisions. The CITY:

1. Reserves the right to obtain clarification of any point in a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in a finding that the Proposer is non-responsive, resulting in the rejection of the Proposal.
2. May obtain information from any legal source for clarification of any Proposal or for information on any Proposer. The CITY need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.
3. May perform, at its sole option, investigations of Proposers. Information may include, but not be limited to, credit history; recent financial statements; current litigation; bonding capacity and related history; and, reference checks. All such documents, if requested by the CITY, become part of the CITY's public records, and may be disclosed accordingly.
4. The CITY reserves the right to initiate negotiations with Proposers pursuant to OAR 137-047-0262(3), after an initial determination of which Proposals are responsive and prior to Award.

2.16 Rejection of Proposals. The CITY reserves the right to reject any or all Proposals received as a result of this RFP. Proposals may be rejected for one or more of the following reasons, including, but not limited to:

1. Failure of the Proposer to adhere to one or more of this RFP's provisions.

2. Failure of the Proposer to submit a Proposal in the format described in this RFP.
3. Failure of the Proposer to submit a Proposal in the timeframe established in this RFP.
4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.
5. The CITY may reject any Proposal not compliant with all prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding by the CITY that it is in the public interest to do so.

2.17 Modification or Withdrawal of Proposal by Proposer.

1. A Proposal may not be modified, withdrawn, or canceled by the Proposer for sixty calendar days following the time and date designated for the receipt of Proposals.
2. Proposals submitted early may be modified or withdrawn only by notice to the CITY Finance Director, at the Proposal submittal location, prior to the time designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposer. All communications shall be worded so as to not reveal the amount of the original Proposal or any other material contents of the original Proposal.
3. Withdrawn Proposals may be resubmitted up to the time for the receipt of Proposals provided that they are then fully in conformance with these Instructions.
4. The CITY reserves the right to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

2.18 Proposal Ownership

1. All Proposals submitted become, and remain, the property of the CITY and, as such, are considered public information and are subject to public disclosure within the context of the Federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502.
2. Unless certain pages or specific information are specifically marked "proprietary" and qualify as such within the context of the regulations stated in the preceding paragraph, the CITY shall make available to any person requesting information through the CITY's processes for disclosure of public records, any and all information submitted as a result of this solicitation without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

2.19 Duration of Proposal. Proposal prices, terms, and conditions shall be firm for a period of at least ninety days from the deadline for receipt of submittal. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the ninety-day period.

2.20 Affirmative Action/Non-Discrimination. By submitting a proposal, the Proposer agrees to comply with the Fair Labor Standards Act; Title VII, of the Civil Rights Act of 1964; Executive Order 11246 (as amended); Fair Employment Practices; Equal Employment Opportunity Act; Americans with Disabilities Act; and Oregon Revised Statutes. By submitting a proposal, the Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women, or emerging small business enterprise in obtaining any required subcontracts.

2.21 Confidentiality. All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which Proposer requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the Proposal the Proposer requests exception from disclosure. Proposer shall not copyright, or cause to be copyrighted, any portion of any document

submitted to the CITY as a result of this RFP. Proposer should not mark the entire proposal document "Confidential."

2.22 Intergovernmental Cooperative Agreement. Pursuant to ORS 279A.215, other Public Agencies shall have the ability to purchase the awarded goods and services from the awarded Firm(s) under terms and conditions of the resultant contract. Any such purchases shall be between the Firm and the Participating Public Agency and shall not impact the Contractor's obligation to the CITY. If the Firm chooses to participate in such agreements, all Agency relationships including those for contract administration, ordering, deliveries, approvals, billing, and collections shall be between the Participating Agency and the Firm. The originating agency, CITY of Newport, except for this enabling agreement, shall not participate in any aspects of commercial activity between the Firm and the Participating Agency. If the Firm agrees to participate, all such participation shall be on the basis of this solicitation and the resulting award except that reasonable changes in pricing and terms may be negotiated directly between the Participating Agency and the Firm to accommodate difference in delivery distances and local conditions. All such changes shall be solely between the Firm and the Participating Agency.

Any Proposer, by written notification included with its solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other Public Agencies.

SECTION 3 – SCOPE OF WORK

1. GENERAL PROVISIONS

A. The successful Contractor(s) must be able to perform "required" and preventative maintenance and common repair services on vehicles and equipment that may include, but is not limited to:

1. Brakes
2. Suspension
3. Heating/Air Conditioning systems
4. Electrical systems
5. Engine/transmission
6. Tires and wheels
7. Installation and maintenance of police equipment

B. The CITY prefers to have a primary Contractor that has the ability to perform all required services. However, work may be sub-contracted, **or the CITY may select more than one Contractor.**

C. When Sub-contractors are used, the Contractor is responsible for every sub-contractor's performance, including, but not limited to, billing, reporting, scheduling, delivery and pickup, work quality, and warranty.

D. Though the CITY prefers to award a contract on a "one-stop" basis (that is contract with a single vendor), this Request for Proposal is formatted such that the CITY *may* award more than one contract, if it is determined to be in the CITY's best interest. The CITY reserves the right to award all items to one or more contractors, or multiple items to multiple contractors, or to award in any other manner that is most advantageous to the CITY.

E. The Contractor must have the ability to provide required preventative maintenance and repair service listed in sub-paragraph 1-5, below, for the fleet listed at Attachment D.

2. REQUIRED SERVICES

A. Full mechanical diagnosis and repairs, to include engine/drive train/coolant/suspension systems. Contractor must have the ability to fully diagnose "check engine" and other fault indicators.

B. Contractor must provide after hours, indoor, secure storage.

C. Contractor must be able to respond to "call out" service, including weekends and holidays, when the on-duty/on-call NPD supervisor determines it necessary to do so, for both and shop and roadside services.

D. The Contractor must provide NPD priority in work scheduling (NPD repairs must be made first priority before all other customers).

E. The Contractor must be able to:

1. Make interior repairs and maintenance, to include, but not be limited to, door handles, seats, window tracks, and mirrors.

2. Tire rotation, balancing, and repair.

3. Alignments, shocks, fluid checks and fills, transmission fluid checks and services, brake services to include pads, rotors, calipers, lines, and fluids.

4. A documented FULL SAFETY CHECK must be completed on each vehicle when regular vehicle maintenance or other service is completed by the Contractor, or when requested by the Fleet Manager.

F. Tire and rims sales to include, but not be limited to, sales, mounting, and balancing of "pursuit" or "non-pursuit" rated tires as dictated by the Fleet Manager for each specific vehicle (to include Tire Pressure Monitoring System (TPMS) as required. Currently, the NPD uses the Kuhmo Monitoring System (TPMS) ECTSA tire on all of its Ford CVPIs. This tire has been selected for its longer life and performance instead of those tires currently listed on the Oregon State Bid.

G. The Contractor must provide winter tire sales, storage, and "switch over" upon demand by the fleet manager or his designee.

H. The Contractor must provide **On Site** inventory to include, but not be limited to, tires, tire rims, shocks, brake pads, rotors, head and tail light bulbs, wiper blades, fuses, spot lights, and bulbs for emergency lighting equipment.

I. The Contractor must affect repairs, or provide shop space for repairs, to emergency lighting and electrical equipment in conjunction with Auto Additions technicians, either in-house or through coordination of repairs via phone or other types of communications.

J. The Contractor must provide pick-up and delivery services as required, and toher maintenance/repairs at the Police Department.

K. The Contractor must provide pick-up and delivery of vehicles to other area vendors when it is determined that the repair work required cannot be performed in the contractor's shop, and/or the required repair issue is covered by warranty and must be completed at a certified dealership to fulfill warranty requirements. The Contractor's employees performing this task, as well as test driving the department's vehicles, must be screened, and be subject to a completed criminal history and background check.

- L. The Contractor must be able to provide welding and fabrication of specialty devices and parts, as required by the Fleet Manager, or be able to subcontract out this work and affect delivery and pickup of police vehicles as described elsewhere in this RFP.
- M. **Preventative Maintenance**
1. The CITY's vehicles are routinely driven short distances, with frequent starts and stops and long idle times. Preventative maintenance requirements are shown at Attachment C. The average annual usage is normally around 10,000 miles for general purpose vehicles and 20,000 miles for Police vehicles.
- N. **Repairs and Maintenance**
1. Provide service and repairs to all mechanical and electrical systems as needed, including body work as requested (replacement of door handles, for example, or welding and fabrication).
 - a) Repairs and Maintenance also includes manufacturer's recommended routine and annual maintenance, including tune-ups and overhauls as appropriate and required.
- O. **Wheels and Tires**
1. Change/Rotate tires as required during winter months; change tires, again, for warmer weather. Often, studded snow tires will need to be installed, then removed, within days, or even hours. This activity must be the Contractor's first priority, superseding that of all other customers.
 2. Check tires for wear, and replace as necessary; store unused tires until needed.
- P. **Transport of Vehicles for Service**
1. Contractor may be responsible for pick-up and delivery of some or all police vehicles for preventative and scheduled services from City Hall, at 169 SW Coast Highway, Newport, Oregon.
 2. For all non-scheduled emergency service, Contractor is to provide courtesy transportation for customer to and from City Hall, or other locations within the CITY limits, as requested.
 3. For vehicles that cannot be driven, additional towing charges may be billed to the CITY upon *prior approval* by the Chief of Police, or designee.
 4. When vehicles must remain overnight at Contractor's place of business, no costs for storage will be charged; the vehicles must be stored inside a building that meets Police security requirements. These requirements may be confirmed by inspection as part of the review of submitted proposals.
- Q. **Conditions on Required Services**
1. If common repairs and routine maintenance have not been previously scheduled, the CITY requires one-day (24-hour) turn-around.
 2. For common repairs and routine maintenance that have been scheduled, the CITY requires a four-hour turnaround time.
 3. The Contractor is to ensure that an adequate inventory for special and uncommon parts are materials are stocked, so as to ensure the turnaround times mentioned in a) and b), above.
- R. Any contractor or contractor's employees who require access to the police facility must be fingerprinted and have a background check conducted by the City of Newport Police Department.

SECTION 4 – PROPOSAL AND PROPOSER REQUIREMENTS

1. **Submittal of Proposals.** In order to be considered for this Project, each Proposer must provide five total copies of its proposal; one copy should be marked “**ORIGINAL**,” and delivered to the Finance Department counter at City Hall. All proposals must arrive at the Finance Department on or before 1:00 p.m., 10 June 2011. A corporate officer who has been authorized to commit the Proposing firm to the specifications described in the proposal must sign all five of the proposals. Proposals shall be submitted in a sealed envelope, with the words “POLICE VEHICLE MAINTENANCE RFP” clearly printed at the lower right-hand corner. The document shall be addressed and delivered to:

City of Newport
Finance Department
David Marshall, Director
169 SW Highway
Newport OR 97365
Email: d.marshall@newportoregon.gov
Phone: 541.574.0610

2. **Proposal Format.** Proposals shall be printed double-sided, on recycled paper, and prepared in a simple, economical manner, without stiff binders or covers, fastened in the top-left-handed corner, with the sections tabbed to match those in this RFP, and with all pages numbered within each section.

The proposal shall be prepared succinctly, providing a straight-forward, concise description of the Proposer’s ability to meet the requirements of the RFP. There should be no unnecessary attachments or exhibits. CITY reserves the right to reject Proposals that are determined to be illegible or too difficult to read.

3. **Proposer Representations.** Proposer further agrees to the following:

- A. To examine the scope of services and conditions thoroughly.
- B. To provide for appropriate insurance, deposits, and bonds, if required.
- C. To comply fully with the scope of services for the agreed contract.
- D. That any and all registration and certification requirements are met as set forth and required in the Oregon Revised Statutes and this RFP.

4. **Key Personnel.** The selected Proposer shall assign a Project Manager acceptable to the CITY who will represent the Proposer in providing Police Vehicle Maintenance services to the CITY. If the Project Manager is removed by the Proposer, the new Manager must be acceptable to the CITY’s Police Chief. Proposer will provide CITY with a Manager who has experience with the Proposer’s company and services.

5. **Partnership/Joint Venture – Responses.** If Proposer is a partnership or joint venture, information must be provided for each partner or joint venture, and each partner or joint venture must

sign the Proposal and any contracts on behalf of both itself and Proposer, and each will be jointly and severally liable.

6. **Proposal Format and Requirements.** Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the Proposer to mislead the CITY, will disqualify the Proposer. Each Proposer shall provide the following in addition to describing their qualifications and commitment to providing the Scope of Work.

In addition, the Proposer should provide:

- A. A clear understanding of the work to be performed, demonstrated by the comprehensiveness and appropriateness of the Proposal;
- B. Specific qualifications of the Proposer and specific work experience within a governmental environment.

7. **Mandatory Proposal Content:**

- A. A Letter of Transmittal that summarizes the key points of the Proposal. Identify who will be the Project Manager, and state that the proposal will be valid for ninety days after the transmittal date. The letter should be signed by the individual(s) with authority to contractually bind the company during the period in which the CITY is considering proposals and should include name, title, address, telephone number, and email address.
- B. A history of the firm and organizational chart detailing the responsibilities and experience of its officer and vehicle maintenance personnel.
- C. A history of the Firm and organizational chart detailing the responsibilities and experience of its officers and vehicle maintenance personnel.
- D. A list of the personnel to be assigned to the CITY together with a statement of their expertise, professional licensing, and certifications. Identify the nature of the work each individual will perform and include résumés.
- E. At least three references from fleet customers for whom the Proposer is currently or has previously provided Vehicle Maintenance Services, within the last three years. Provide name of contact person, phone number, and email address.
- F. A statement of how the Firm will provide services and address the Scope of Work listed in the RFP. This statement should include a discussion describing your approach to working with a client, the reports provided to the Client (include a sample report with your proposal), the responsibilities assumed by the Firm, and the Firm's expectation of what the CITY would provide to the Firm
- G. A statement disclosing whether or not the Firm or any of its staff who would work on this contract have ever been sued or been subject to professional discipline in connection with providing vehicle maintenance for any client, or related services. If such lawsuits or disciplinary actions have occurred, summarize the allegations, when they occurred, and indicate the outcome of the proceedings.

8. **Additional Attachments Required** include:

- A. Proposers are required to complete the **Qualifications of Contractor** form (**Attachment A**).
- B. Proposers are required to complete the **Schedule of Contract Prices** form (**Attachment B**).
- C. Proposers shall review the attached **Minimum Routine Maintenance (Attachment C)** and **Current Police Vehicles (Attachment D)**.
- D. Proposal submittal indicates Proposers agree to execute the attached **Service Agreement** and to be bound by its terms. (**Attachment E**).
- E. Proposers are to submit all addenda of this RFP as part of the Proposal response. Receipt of each addendum shall be acknowledged by the Proposer by signing in the appropriate designated location. Each Proposer by signing in the appropriate designated location. Prior to submitting a proposal, each Proposer shall determine that the Proposer has received all addenda issued by the CITY. Addenda are posted on the CITY's Web site at <http://www.newportoregon.gov/>.

SECTION 5 – PROPOSAL SELECTION AND EVALUATION

VIII. GENERAL INFORMATION

1. Each proposal will be judged on its completeness and quality of its content. The CITY reserves the right to reject any or all proposals and is not liable for any costs the Proposer incurs while preparing or presenting the proposal. All proposals will become part of the public file, without obligation to the CITY. Upon the completion of the evaluations, the CITY intends to award the attached contract to the Proposer whose proposal is considered to best serve the interests of the CITY.
2. The Selection Review Committee will be comprised of at least three members. The role of this Committee is to evaluate the proposals is to evaluate the submitted proposals and recommend award. The CITY may also seek expert advice to help review proposals. Such advisors to the Selection Review Committee may attend evaluation meetings and Proposer interviews, evaluate the proposals, and lend any such expertise to the process as requested by the CITY. However, any such person that is contacted by the CITY for expert advice shall not, from first being contacted until the RFP is completed, or otherwise terminated, have communications with any Proposers regarding their proposals or the process.
3. Scoring will be completed covering all areas listed in the Evaluation Criteria (5) below. All scores for each Proposer shall be added together to arrive at a final score for each Proposer. Proposals will then be ranked in descending order by the total Proposal score.
4. The CITY is seeking value from the service that is requested. While cost is important to the overall evaluation, experience and qualifications will be assigned a higher value. If additional information is necessary as part of the evaluations, such information will be solicited in order to allow the committee to complete the evaluation process.
5. At the CITY's option, interviews may be conducted with all or a select few of the Proposers after the Proposals are evaluated. If held, a possible 50 additional points will be attributed for interviews. The interview scores will be added to the paper scores, and the list re-ordered as necessary.
6. If final scores are within five points, the CITY reserves the right to negotiate with any of these Proposers.

IX. SCORING AND EVALUATION CRITERIA

The criteria listed below will be used to evaluate the Proposers to determine the finalists and apparent successful Proposer. **Total possible points will be 100. If presentations and interviews are conducted, there may be a possible 50 additional points available.**

1. **Experience and Qualifications (50 points) – 50%.**
Overall capabilities of the Proposer to meet the required service levels described in this RFP. This includes demonstrated experience in the industry, available services, and the credentials and experience of the Proposer’s technicians.
2. **References (25 points) – 25%**
The Police Vehicle Maintenance provider must successfully manage the relationship between the CITY and the Proposer. References will be contacted to assist with the evaluation of experience, expertise, and the customer’s satisfaction.
3. **Cost of Services (25 points) – 25%**
Total proposed costs.

X. RANKING OF PROPOSALS

1. Proposals may be ranked by the Selection Review Committee based on evaluation of responses and interviews (if any), with the first-ranked Proposer being that Proposer which is considered to be the most appropriate and fully able to perform the services, and the second-ranked Proposer being the next most appropriate, all in the sole judgment of the Selection Review Committee.
2. Any Proposer’s response to this RFP shall be considered *de facto* permission to the CITY to disclose the results, when tabulated, to selected viewers at the sole discretion of the CITY.

SECTION 6 – CONTRACT REQUIREMENTS

- A. **Contract Award**
The award of a contract is accomplished by executing a contract that incorporates the entire RFP and Attachments, Proposer’s response, clarifications, addenda, and additions. All such materials constitute the contract documents. The Proposer agrees to accept the contract terms of the attached Agreement unless substantive changes are made without the approval of the Proposer. The Finance Department is the sole point of contact for the issuance of the contract.
- B. **Term of Contract**
The term of the service Agreement shall be one year, subject to termination by either party according to the procedure set out in the contract. This contract may be extended for four additional one-year terms at the option of the CITY.

Extensions will be on the same terms as the original agreement, subject only to renegotiation of compensation as provided in this RFP. In no event shall compensation increases exceed the increase in the Portland Consumer Price Index (CPI-U). The portion of the Consumer Price Index

used to calculate increased compensation will be for the preceding six-month period ending December 31st prior to the date of the extension of this contract. If the Portland CPI-U is negative, the compensation will remain as it was just prior to the extension of the contract.

C. **Requirements**

Proposer must be covered by Worker's Compensation Insurance, which will extend to and include work in Oregon. Proposer must also submit documents showing general liability insurance, automobile and collision insurance coverage, and indicating that Proposer has no conflict of interest in submitting Proposal.

The Proposer shall provide a Certificate of Insurance within ten days of the Notice of Contract Award.

D. **Contract Administrator**

The CITY's Finance Director, or the Finance Director's designee, will be the Contract Administrator for the Police Vehicle Maintenance contract.

ATTACHMENT A
POLICE VEHICLE MAINTENANCE PROPOSAL
QUALIFICATION OF CONTRACTOR

Business Name: _____

Owner Name: _____

Business Address: _____

Business Telephone: Day: _____ Evenings/Weekends: _____

Date Business Established: _____

No. of Trained Mechanics (Attach Resumés) _____

Days and Hours Services Available _____

Holiday Availability _____

Special Equipment Available _____

Other Qualifications for the CITY to consider: _____

Proposer is _____ is not _____ a resident bidder as defined by ORS 279A.120.

SUBCONTRACTORS

Subcontractor Name: _____ Work to be Subcontracted: _____

SIGNATURE BLOCK

Name _____ Phone/Fax Numbers _____

Address _____ email _____

City, State, Zip

Zip Code

Signature _____ Date _____

ATTACHMENT B
POLICE VEHICLE MAINTENANCE PROPOSAL
SCHEDULE OF CONTRACT PRICES

Will flat rate manual be used? Yes No

Name of flat rate manual, if used: _____

Labor rate for service: _____

Labor rate if emergency service provided: _____

Indicate parts pricing based on cost or retail

List parts discount, if any _____ %

Other special services/rates: _____

ATTACHMENT C
POLICE VEHICLE MAINTENANCE PROPOSAL
MINIMUM ROUTINE MAINTENANCE

- 1) Oil change and filter
- 2) Wiper blades
- 3) Heating/Air Conditioning System
- 4) Lights
- 5) Air Cleaner
- 6) Radiator Condition
- 7) Cooling System – leaks and hoses
- 8) Tire Wear and Pressure
- 9) Belts
- 10) Shocks
- 11) Steering Linkage Leaks
- 12) Transmission Leaks
- 13) Engine Leaks
- 14) Differential Leaks
- 15) Battery and Cables
- 16) Exhaust System Leaks
- 17) Brakes: Front _____ % Rear _____%
- 18) Emergency Brake
- 19) Test Drive, if Appropriate

ATTACHMENT D
POLICE VEHICLE MAINTENANCE PROPOSAL
CURRENT POLICE VEHICLES

NPD Fleet License Plates / 10-14-09

UNIT	LICENSE PLATE		VEHICLE INFO
71 / C	E237582		07 Ford CV
72 / E	E237596		07 Ford CV
74 / D	E237595		07 Ford CV
83 / R	E245506		08 Ford CV
84 / O	E245505		08 Ford CV
92 / U	E245540		09 Chev Tahoe
93 / G	E209797		09 Ford CV
61 / B	E231184	Sgt	06 Ford CV
88 / T Durango	E247506	Sgt	07 Dodge
42 / F	E228072	Sgt	04 Ford CV
87 / A Durango	E247505	Sgt	06 Dodge
41 / M	743BBX	Chief	03 Chev Impala
34 / K	351DGB	Lt	03 Ford CV
712 / P	397BQU	Det	07 Chev Impala
95 / N	910ENP	Det	06 Ford CV
08L		Det	Lint Vehicle
06L		Det	Lint Vehicle
24 / L Van	E240036	CSO	02 Chev Astro
21 / G	E221006	Vol	02 Ford CV
76	E240009		95 Ford
Ambulance			
969	E204119	PEO	96 GoFor

ATTACHMENT E
POLICE VEHICLE MAINTENANCE PROPOSAL
SERVICE AGREEMENT

**CONTRACT TO FURNISH POLICE VEHICLE MAINTENANCE
TO THE THE CITY OF NEWPORT, OREGON**

This contract is entered into between the City of Newport, Oregon, hereinafter referred to as "CITY" and (Name of Contractor), hereinafter referred to as "CONTRACTOR," and is effective upon its execution by and between both parties hereto.

In consideration of the mutual promises contained herein, it is agreed as follows:

ARTICLE I: SCOPE OF SERVICES

For the consideration set forth in Article V, CONTRACTOR agrees to provide Police Vehicle Maintenance Services as set forth in the Request for Proposal and CONTRACTOR's responsive Proposal, both attached hereto as Exhibit A, and by this reference incorporated herein.

ARTICLE II: MODIFICATIONS

This agreement may only be modified by a writing executed by both parties

ARTICLE III: RESPONSIBILITIES OF THE CONTRACTOR

- A. Notice to Proceed. CONTRACTOR will not begin work on any of the duties and services listed in Article I until CITY directs in writing to proceed. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article II.
- B. Quality of Service. CONTRACTOR, in performing the services called for in Article I, shall maintain the highest level of quality practicable. The quality of services shall be no less than the highest standards maintained by other vehicle maintenance firms in the City of Newport.
- C. State or Federal Requirements. CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work under this contract, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth on Exhibit B, attached hereto and incorporated herein by this reference.
- D. Access to Records. The CONTRACTOR shall maintain, and the CITY and its duly authorized representatives shall have access to, the books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three

years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the CITY.

- E. CONTRACTOR is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to this payment.
- F. If this payment is to be charged against federal funds, CONTRACTOR certifies that he is not currently employed by the federal government and the amount charged does not exceed his normal charge for the type of service provided.
- G. CONTRACTOR is not currently employed by CITY, and will not be under the direct control of CITY.
- H. CONTRACTOR will not be eligible for any federal Social Security, state Workmen's Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment, except as a self-employed individual.
- I. CONTRACTOR is _____ is not _____ a member of the Oregon Public Employees Retirement System and employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

ARTICLE IV: RESPONSIBILITIES OF THE CITY

- A. Authorization to Proceed. CITY shall authorize CONTRACTOR in writing to proceed prior to CONTRACTOR starting work on any of the services listed in Article I.

ARTICLE V: COMPENSATION

- A. CITY agrees to pay for the services in Article I in accordance with the compensation provisions in this agreement and the Schedule of Contract Prices set forth within Exhibit A.
- B. Payment will be made within 30 days after the receipt of billing for each service rendered during the month, upon satisfactory performance made in accordance with the scope of work. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. CITY has the right to appeal or ask for clarification on any CONTRACTOR billing within 30 days of receipt of billing. In the event of a contested billing, only that portion of payment so contested shall be withheld, and the undisputed portion shall be paid in accordance with this Article V.
- C. CITY shall report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

ARTICLE VI: INDEMNIFICATION

- A. CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its agents, officers, and employees, from and against any and all liability, claims, suits, loss, damages, costs,

and expenses arising out or resulting from the negligent or intentional acts, errors, or omissions of CONTRACTOR, its officers, employees, or agents.

ARTICLE VII: INSURANCE

- A. CONTRACTOR shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability: Insurance Service Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form, with CG-25 03 (Amendment Aggregate Limits of Insurance per Project) attached.
- B. Automobile Liability: ISO form CA 0001, providing Business Automobile Coverage on owned, non-owned, and hired vehicles.
- C. Workers’ Compensation insurance as required by Oregon Revised Statutes and Employers’ Liability Insurance.

B. **Minimum Limits of Insurance**

CONTRACTOR shall maintain limits no less than

1. Commercial General Liability
 - a) \$1.0 million Each Occurrence
 - b) \$2.0 million General Aggregate¹
 - c) \$2.0 million Products Aggregate
 - d) \$1.0 million Personal Injury
2. Automobile Liability - \$1.0 million Per Occurrence
3. Employer’s Liability
 - a) \$500,000 Each Accident
 - b) \$500,000 Aggregate
 - c) \$500,000 Each Employee

C. **Deductibles and Self-Insured Retentions**

1. Any deductible or self-insured retention must be approved by the CITY. At the option of the CITY, either:

¹ The General Aggregate shall apply separately to this project

- a) The insurer shall reduce or eliminate such deductible or self-insured retention as respects the CITY, its officers, employees, and agents; or
- b) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

D. Additional Insured

1. CONTRACTOR shall furnish CITY with Certificates of Insurance that contain original endorsements for each insurance policy and signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and approved by the CITY before work commences. The CITY shall be listed as an "additional insured."
2. The policies shall contain, or be endorsed to contain, the following provisions: Commercial General Liability and Automobile Liability Coverage
 - a) The City of Newport, its officers, employees, and agents are to be covered as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR, including the Insured's general supervision of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied, or used by the CONTRACTOR, or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, or volunteers.
 - b) The CONTRACTOR'S insurance coverage shall be primary insurance as respect the CITY, its officers employees, and agents. Any insurance or self-insurance maintained by the CITY, its officers, employees, or agents shall be in excess of the CONTRACTOR's insurance and shall not contribute to it.
 - c) Any failure to comply with any reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, employees, or agents.
 - d) The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made, or suit is brought, to the limits of the insurer's liability.
3. Workers' Compensation and Employer's Liability Coverage
 - a) The insurer shall agree to waive all rights of subrogation against the CITY, its officers, employees, and agents for losses arising from work performed by the CONTRACTOR for the CITY.
4. All Coverages
 - a) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after 30 days' prior written

notice by certified mail, return receipt requested, has been given to the CITY.

E. Acceptability of Insurers

1. With the exception of SAIF Corporation for Workers' Compensation coverage, insurance is to be obtained from insurers with A.M. Best rating of no less than A – VII. Any other carrier with lower ratings must be previously approved by CITY, in writing.

F. Subcontractors

1. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All Coverages for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE VIII: ASSIGNMENT

A. This agreement shall be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this agreement shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this agreement.

B. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONTRACTOR

ARTICLE IX: INTEGRATION

A. The terms and conditions of this agreement, including its attachments, represent the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article II.

ARTICLE X: SUSPENSION OF WORK

A. CITY may suspend, in writing, and without cause, all or a portion of the work under this agreement. CONTRACTOR may request that the work be suspended by notifying CITY, in writing, of circumstances that are interfering with progress of work. CONTRACTOR may suspend work on the project in the event CITY does not pay invoices when due. The time for completion of the work shall be extended by the number of days that work

is suspended. In the event that the period of suspension exceeds 90 days, the terms of this agreement are subject to renegotiation, and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

ARTICLE XI: TERMINATION OF WORK

- A. CITY may terminate all or a portion of the work covered by this agreement for its convenience. Either party may terminate work if the other party fails to substantially perform in accordance with the provisions of this agreement. Termination of the agreement is accomplished by 15 days' prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- B. In the event of termination, CONTRACTOR shall be paid for work previously performed and shall, at the direction of CITY, perform such additional services as may be necessary to facilitate transition to a new CONTRACTOR of CITY's choosing. CONTRACTOR shall be paid for such additional work as provided under the terms of this agreement or as may be provided by the parties through a modification of this agreement.

ARTICLE XII: FORCE MAJEURE

- A. Neither CITY nor CONTRACTOR shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

ARTICLE XIII: CONFLICT RESOLUTION

- A. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this agreement, the parties shall, upon the request of CITY, submit such dispute to binding arbitration. Except as otherwise provided in this agreement, arbitration shall be requested by CITY delivering to CONTRACTOR a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the Lincoln County Circuit Court, upon the request of either party submitted in accordance with ORS 36.310. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

The CITY and CONTRACTOR agree to a consolidated arbitration of such claims, disputes, and other matters in question between themselves regarding the project, with claims, disputes, and other matters in question regarding the project between and among the CITY, CONTRACTOR and the CITY's third party designees and contractors and anyone

else under contract with the CITY or any other party to perform work or services related to the project.

Notwithstanding any dispute under this Agreement, whether before or during arbitration, the CONTRACTOR shall continue to perform its work pending resolution of a dispute, and the CITY shall make payments as required by the agreement for undisputed portions of work.

- B. Attorney Fees. If either party commences any arbitration, suit, or proceeding against the other to rescind, interpret or enforce the terms of this contract, the parties agree that the prevailing party shall be awarded reasonable attorney's fees and costs incurred in any such arbitration, action, suit or proceeding and in any later appeals filed as a consequence thereof. Such costs shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

ARTICLE XIV: COURT OF JURISDICTION

The laws of the State of Oregon shall govern the validity of this agreement, its interpretation and performance, and other claims related to it. Venue for litigation shall be in Lincoln County, Oregon.

CONTRACTOR:

Date: _____

By: _____

Title: _____

By: _____

(two signatures required if corporation)

Title: _____

CITY OF NEWPORT, OREGON:

Date: _____

By: _____

Jim Voetberg, City Manager

Mailing Address: _____

Telephone: _____

Fax : _____

Tax ID: _____

Or

Social Security No.: _____



ALAN BROWN TIRE CENTER

1155 S.W. Coast Hwy.
Newport, OR 97365
(541) 265-6604

Ken W. Brown
1155 SW Coast Hwy
Newport, Or 97365
541-265-6604
Ken.W.Brown@LesSchwab.com
June 8, 2011

David Marshall, Finance Director

City of Newport, 169 SW Highway

Newport, Or 97365

Enclosed is a copy of our "proposal" for the bid containing to service work on the police dept. vehicles. The report is a summary of services and prices on product that we would like to supply to the police dept. Our project manager is Ken W. Brown (officer of corporation) . All prices proposed will be honored for a minimum of 90 days starting on transmittal date. After reviewing the RFP we are confident that we can accommodate all services listed and more.

Within the proposal we have also included additional tire, brake, battery and alignment options. We chose to do this to give the city multiple options, and because of product availability. When checking price and availability of listed Kumho tires we have found that there are only two in stock at Kumho factory, and no ETA of new product.

In closing I would also like to mention that myself and my staff look forward to servicing this contract. Our staff is very capable of providing the services and knowledge of all products that would be needed to honor the terms of this RFP. We would also like to mention that our staff is subject to drug screening prior to employment and random drug testing.

Sincerely,

A handwritten signature in black ink that reads "Ken Brown".

Ken W. Brown

Enclosure: Proposal



ALAN BROWN TIRE CENTER

1155 S.W. Coast Hwy.
Newport, OR 97365
(541) 265-6604

Alan Brown Tire Center was founded in 1972 by Alan and June Brown at the present location in Newport. The original building was expanded in 1981 to its present size, in 1985 we add the alignment and brake center to meet the demands of our customers. As the area grew we decided to expand the operations by adding a second location in Toledo in 1999 We have always been a member of the Les Schwab dealer program for our purchasing and training needs. We have always prided ourselves in quality of service and with highly trained and professional employees. We also strive to have the best up to date equipment and products to service our customers. Alan Brown Tire center strives to follow all "Green" best practices and is proudly a drug free establishment.

Alan Brown is still the president of the corporation but is no longer involved in the day to day operation of the business.

June Brown is the secretary of the corporation and works part time with the financial side of the business.

Ken Brown is a vice president of the corporation and manages the day to day operation of the Newport store.

Tad Brown is also a vice president of the corporation and he manages the day to day operations of the Toledo store.

Ken Brown started out part time in the Newport store in 1980 and worked until attending College at Lane Community College studying the automotive repair program. He then started full time at the store in June of 1985 and has worked in all aspects of the tire store as well as the alignment center; he continues with the Les Schwab training courses still to this day and has been in management of the store since 1992.

This firm or any of its staff have not been sued or been subject to professional discipline in connection with providing vehicle maintenance for any client, or related services.

THE WEST'S LARGEST INDEPENDENT TIRE DEALER WITH OVER 400 LOCATIONS IN OREGON, WASHINGTON, IDAHO, MONTANA, CALIFORNIA, NEVADA, UTAH, AND ALASKA

Employee List

Ken Brown – Manager

Brady Cyphert – Assistant Manager

Ann Illingworth – Sales and Administration Services

Chris Shields – Sales and Service/ Commercial Services

Jason Tyler – Sales and Service

Michael Hogle – Brake and Alignment Technician /Sales and Service

AJ Gonsalves – Sales and Service

Mike Perry – Brake and Alignment Technician/Sales and Service

Kyle Black – Sales and Service/ Commercial Services

Tyler Donaldson – Sales and Service

Bo Roberts – Brake and Alignment Technician/Sales and Service

Sean Bryant – Sales and Service

Joe Wieboldt – Sales and Service

Ken Brown

6/7/2011



1155 SW Coast Hwy Newport, Or 97365

541-265-6604

Ken.W.Brown@LesSchwab.com

LesSchwab.com

EDUCATION

Manager Training Program

Assistant Manager Training Program

Les Schwab Training Center

Lane Community College

Newport High School

EXPERIENCE

Manager | Les Schwab

June 1985 - Present

SKILLS

- TIA Certification
- Brake and Alignment training
- Sales and Admin training
- ATS Training
- TPMS Training

Brady Cyphert

6/7/2011



1155 SW Coast Hwy Newport, Or 97365

541-265-6604

Brady.D.Cyphert@LesSchwab.com

LesSchwab.com

EDUCATION

Assistant Manager Training Program

Les Schwab Training Center

Newport High School

EXPERIENCE

Assistant Manager | **Les Schwab**

July 2000 - Present

SKILLS

- TIA Certified
- Brake and Alignment training
- Sales and Admin training
- ATS Training
- TPMS Training

Ann Illingworth

6/7/2011



1155 SW Coast Hwy Newport, Or 97365

541-265-6604

Ann.M.Illingworth@LesSchwab.com

LesSchwab.com

EDUCATION

Portland Community College

Tigard High

Woodrow Wilson High

EXPERIENCE

Sales and Administrative services | **Les Schwab**

Jan 1992 – Present

SKILLS

- Office and Accounting
- Sales and Admn Training

Chris Shields

6/7/2011



1155 SW Coast Hwy Newport, Or 97365

541-265-6604

Chris.J.Shields@LesSchwab.com

LesSchwab.com

EDUCATION

Les Schwab Training Center

Les Schwab Brake and Alignment Training

Thurston High School

EXPERIENCE

Sales and Service | **Les Schwab**

March 1996 - Present

Navy

Aug 1991- June 1995

SKILLS

- TIA Certification
- Brake and Alignment Training
- Assistant Manager Training
- ATS Training
- TPMS Training

Jason Tyler

6/7/2011



1155 SW Coast Hwy Newport, Or97365
541-265-6604

LesSchwab.com

EDUCATION

Les Schwab Training Center
Linn Benton CC
Toledo High School

EXPERIENCE

Sales and Service | **Les Schwab**
June 2002 - Present

KFC

Aug 1996 – Sept 2001

SKILLS

- Sales and Service
- Brake and Alignment Training
- ATS Training
- TPMS Training

Michael Hogle

6/7/2011



1155 SW Coast Hwy Newport, Or 97365
541-265-6604

LesSchwab.com

EDUCATION

West Albany High School

Lane Community College

Les Schwab Training Center

EXPERIENCE

Alignment Tech/Sales and Service | **Les Schwab**
Aug 2002 - Present

Pacific Auto Body and Paint

July 1991 – July 2002

SKILLS

- Les Schwab certified Brakes, Alignment, and Suspension
- ICAR Certified
- ATS Training
- TPMS Training

AJ Gonsalves

6/7/2011



1155 SW Coast Hwy Newport, Or 97365
541-265-6604

LesSchwab.com

EDUCATION

Les Schwab Training Center
Waldport High School

EXPERIENCE

Sales and Service | **Les Schwab**
April 2005 - Present

SKILLS

- Brake and Alignment Training
- ATS Training
- TPMS Training

Mike Perry

6/7/2011



1155 SW Coast Hwy Newport, Or 97365
541-265-6604

EDUCATION

Les Schwab Brakes and Alignment Certification

Les Schwab Training Center

OCCC

Newport High School

EXPERIENCE

Brake and Alignment Tech | **Les Schwab**

May 2005 – Present

Specialty Auto Body

May 2000 – May 2005

Newport Marine and RV

Feb 1998 – March 2001

SKILLS

- Les Schwab certified Brakes, Alignment, and Suspension
- ICAR Certified
- Air Conditioning Certified
- ATS Training
- TPMS Training

Kyle Black

6/7/2011



1155 SW Coast Hwy Newport, Or 97365

541-265-6604

Kyle.J.Black@LesSchwab.com

LesSchwab.com

EDUCATION

Les Schwab Training Center

Western Oregon University

Crook County High School

EXPERIENCE

Sales and Service | **Les Schwab**

Sept 2006 - Present

Les Schwab Distribution Center

July 2004 – Aug 2006

SKILLS

- TIA Certification
- Brake and Alignment training
- Commercial account management
- ATS Training
- TPMS Training

Tyler Donaldson

6/7/2011



1155 SW Coast Hwy Newport, Or 97365
541-265-6604

LesSchwab.com

EDUCATION

WyoTech

Newport High School

EXPERIENCE

Sales and Service | **Les Schwab**
Aug 2010 – Present

Newport Bike Shop

June 2007 – Nov 2009

SKILLS

- Brake and Alignment Training
- ATS Training
- TPMS Training

Bo Roberts

6/7/2011



1155 SW Coast Hwy Newport, Or 97365
541-265-6604

EDUCATION

Chaffey High School

EXPERIENCE

Alignment Tech | **Les Schwab**
May 2011 – Present

Walmart/Manger of Tire Service Dept
Jan 2007 – May 2011

Home depot
Aug 2004 – Oct 2006

SKILLS

- Service First Training (Les Schwab Training System)
- ATS Training
- TPMS Training
-

Sean Bryant

6/7/2011



1155 SW Coast Hwy Newport, Or 97365
541-265-6604

LesSchwab.com

EDUCATION

West coast Training

Toledo High School

EXPERIENCE

Sales and Service | **Les Schwab**
May 2011 – Present

Stafford Excavating
July 2010 – Sept 2010

SKILLS

- Service First Training (Les Schwab Training system)
- ATS Training
- TPMS Training

Joe Wieboldt

6/7/2011



1155 SW Coast Hwy Newport, Or 97365
541-265-6604

LesSchwab.com

EDUCATION

Waldport High School GED

EXPERIENCE

Sales and Service | **Les Schwab**

May 2011 – Present

National Guard

Oct 2009 – Present

Star bucks

Fed 2006 – July 2008

SKILLS

- Oregon National Guard heavy equipment operator
- Les Schwab certified Brakes, Alignment, and Suspension
- ATS Training
- TPMS Training



Oregon

John A. Kitzhaber, MD, Governor

Department of State Police

PO Box 947/52 NE 73rd St.

Newport, OR 97365-0073

OFFICE (541)265-5354

FAX (541)265-8243

June 1, 2011



To Whom It May Concern:

The Oregon State Police Newport Area Command has utilized Alan Brown Tire Center for service of our patrol vehicles for many years.

Alan Brown Tire Center has provided many services for our vehicles including lube, oil and filter service; new tires; alignments; tire rotations; flat repairs; break replacements and maintenance; shock replacements as well as many other maintenance and replacement services.

I have been very satisfied with the service we have received from Alan Brown Tire Center. I have found that the staff is consistently courteous, professional and knowledgeable. The work that has been performed on our vehicles has been completed in a timely and thorough manner.

In short, I have been very satisfied with Alan Brown Tire Center and highly recommend their services.

Sincerely,

Justin McGladrey, Lieutenant
Oregon State Police-Newport Area Command
52 NE 73rd Street
Newport, Oregon 97365

JPM/jpm



CENTRAL LINCOLN

YOUR PUBLICLY - OWNED ELECTRIC UTILITY

2129 North Coast Highway • P.O. Box 1126 • Newport, OR 97365-0090 • 541-265-3211 • FAX: 541-265-5208

To whom it may concern

June 1, 2011

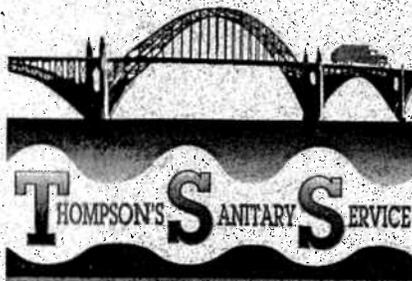
Regarding Alan Brown Tire Center's (Newport Les Schwab) and their ability to meet the service requirements that help keep our fleet operational. Central Lincoln P.U.D has used the products and services of this family owned business for over twenty years. In the last 6 $\frac{1}{2}$ years as Central Lincolns Fleet Specialist I have relied on the Newport Les Schwab store for the tire replacement of our fleet which includes, backhoes, cars, light and heavy trucks and trailers. They also have supplied batteries, performed suspension work, and oil changes on our light trucks and cars. The staff excels in product knowledge, courteous customer relations, response of call-out repairs, and workmanship. Newport Les Schwab's pricing, warranty, reliability of work performed, and products provided, has helped Central Lincoln to maintain a very reliable, budget friendly, aging fleet.

Sincerely: Bob Cusick



Fleet Specialist Central Lincoln P.U.D.

**CENTRAL
LINCOLN** 
A PUBLICLY-OWNED ELECTRIC UTILITY



TEL: (541) 265-7249
FAX: (541) 265-3034
7450 NE Avery • PO Box 648 • Newport, OR 97365

June 9, 2011

To Whom It May Concern:

Thompson's Sanitary Service Inc., has utilized several different vendors in the past for tires and repair. Ten years ago, in 2001 we recognized that Alan Brown Tire Center has superior service and unmatched availability of products.

Alan Brown Tire Center has provided many services for our vehicles including on site repair, replacement; and routine inspection of our tires. It's critical that our fleet of trucks is ready to work, and we rely on Alan Brown Tire Center to make sure they are.

I have been very satisfied with Alan Brown Tire Center. The staff is consistently courteous, professional and knowledgeable. We have used road side call out service all over the state, their integrated billing allows our company to feel at home no matter what store we need to call on.

They have been more than willing to answer questions regarding paperwork and reports that help us manage our multi-company owned fleet, and I would recommend them highly to anyone that asks.

I am very satisfied with Alan Brown Tire Center and often use their outstanding business performance as a model to strive for in my business.

Sincerely,

A handwritten signature in cursive script that reads "Robert M. Thompson".

Robert M. Thompson
Thompson's Sanitary Service Inc.
President

ATTACHMENT A
POLICE VEHICLE MAINTENANCE PROPOSAL
QUALIFICATION OF CONTRACTOR

Business Name: Alan Brown Tire Center Inc dba Les Schwab Tire
Owner Name: Alan Brown, June Brown, Ken Brown, Tad Brown
Business Address: 1155 SW Coast Hwy, Newport, OR 97365
Business Telephone: Day: 541-265-6604 Evenings/Weekends: 541-265-6604
Date Business Established: 1972
No. of Trained Mechanics (Attach Resumés) 13
Days and Hours Services Available M-F 8-6, Sat 8-5
Holiday Availability All
Special Equipment Available Hunter Aligner S811, Hunter road force balance
Pro cut 9.2PFM, Bartec wheelrite tech 400 plus, OTC Genisys, Customer
First POS
Other Qualifications for the CITY to consider:

Proposer is is not a resident bidder as defined by ORS 279A.120.

SUBCONTRACTORS

Subcontractor Name: _____	Work to be Subcontracted: _____
Subcontractor Name: _____	Work to be Subcontracted: _____
Subcontractor Name: _____	Work to be Subcontracted: _____
Subcontractor Name: _____	Work to be Subcontracted: _____

SIGNATURE BLOCK

Name Ken W Brown Phone/Fax Numbers 541-265-6604
541-265-6655 fax
Address 1155 SW Coast Hwy email Ken.W.Brown@Lesschwab.com
Newport, OR 97365 97365
City, State, Zip Zip Code

Signature _____ Date June 10, 2011

ATTACHMENT B
POLICE VEHICLE MAINTENANCE PROPOSAL
SCHEDULE OF CONTRACT PRICES

Will flat rate manual be used? Yes No

Name of flat rate manual, if used: Les Schwab Labor Guide

Labor rate for service: \$90.00 hr

Labor rate if emergency service provided: At store Les Schwab pricing/
in field \$90.00 hr

Indicate parts pricing based on cost or retail

List parts discount, if any varies by item

Other special services/rates: _____



Associated With

The West's Largest Independent Tire Dealer

366538

SOLD TO: NPD

Customer Declined Address info.

ACCT A25 99998 INVOICE 382890

ALAN BROWN TIRE CENTER
1155 SW Coast Highway
Newport, OR 97365 0000
541-265-6604

DATE 06-01-2011 TIME 1:05:54 PM

SOLD BY	TRANSACTION TYPE	WORK ORDER #	CUSTOMER PO #	LICENSE	MILEAGE	YEAR / MAKE / MODEL
BC	NO CHARGE	417121		5	05	

QTY.	PRODUCT CODE	PRODUCT DESCRIPTION	PRICE	FET	AMOUNT
1	00695304	FLAT REPAIR - DROP CENTER WHEELS	12.75		12.75
4	00680003	N/C PASSENGER ROTATE SERVICE (EACH)	6.25		25.00
4	00695348	WHEEL SPIN BALANCE	12.50		50.00
4	00680004	N/C PASSENGER SEASONAL SWITCH SERVICE	6.25		25.00
1	00695512	FLAT REPAIR - DROPCENTER & 16.5"	12.75		12.75
4	00680002	N/C COMMERCIAL ROTATE SERVICE	7.00		28.00
4	00680005	N/C COMMERCIAL SEASONAL SWITCH SERVICE	7.00		28.00
4	00695556	WHEEL SPIN BALANCE	14.50		58.00
1	00680006	N/C ALIGNMENT CHECK SERVICE	56.25		56.25
1	00680007	N/C BRAKE INSPECTION SERVICE	20.00		20.00
1	00680008	N/C SHOCK INSPECTION SERVICE	13.00		13.00
1	00680009	N/C BATTERY INSPECTION SERVICE	10.00		10.00
1	00680010	N/C SUSPENSION CHECK SERVICE	15.00		15.00
1	00680012	N/C WHEEL RETORQUE SERVICE	.00		.00
1	00680011	N/C SUSPENSION RETORQUE SERVICE	65.00		65.00
1	00680013	N/C STUD REPLACEMENT SERVICE	.00		.00
1	00680014	N/C CUSTOMER SATISFACTION SERVICE	.00		.00

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty. SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND CONSEQUENTIAL DAMAGES FOR LES SCHWAB MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE. Purchaser acknowledges having received the goods described above and having read and received a copy of the Security Agreement and Warning (when applicable) contained on the reverse side hereof.

SALES TAX	
TIRE TAX	
TOTAL	Continued

PURCHASER X

Revised date 12/08: Print date 12/10

CUSTOMER COPY



Associated With

The West's Largest Independent Tire Dealer

366539

SOLD TO: NPD

Customer Declined Address info.

ACCT A25 99998 INVOICE 382890

ALAN BROWN TIRE CENTER
1155 SW Coast Highway
Newport, OR 97365 0000
541-265-6604

DATE 06-01-2011 TIME 1:05:54 PM

SOLD BY	TRANSACTION TYPE	WORK ORDER #	CUSTOMER PO #	LICENSE	MILEAGE	YEAR / MAKE / MODEL
BC	NO CHARGE	417121		5	05	

QTY.	PRODUCT CODE	PRODUCT DESCRIPTION	PRICE	FET	AMOUNT
4	00680015	TIRE INSPECTION	.00		.00
1	00680016	BRAKE SERVICE OTHER	.00		.00
1	00610111	TPMS RELEARN LABOR	20.95		20.95
1	00680017	ALIGNMENT SERVICE OTHER	.00		.00
1	00680018	TIRE PRESSURE INSPECTION	.00		.00
1	00680019	VISUAL ALIGNMENT INSPECTION	.00		.00
1	00680015	TIRE INSPECTION	.00		.00
1	00680007	N/C BRAKE INSPECTION SERVICE	.00		.00
1	00680008	N/C SHOCK INSPECTION SERVICE	20.00		20.00
1	00680009	N/C BATTERY INSPECTION SERVICE	13.00		13.00
1	00680018	TIRE PRESSURE INSPECTION	10.00		10.00
1	00680019	VISUAL ALIGNMENT INSPECTION	.00		.00
		SERVICED BY: BRADY CYPHERT			

COMPLIMENTARY SERVICE -- THANK YOU FOR YOUR BUSINESS.

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty. SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND CONSEQUENTIAL DAMAGES FOR LES SCHWAB MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE. Purchaser acknowledges having received the goods described above and having read and received a copy of the Security Agreement and Warning (when applicable) contained on the reverse side hereof.

SALES TAX	.00
TIRE TAX	.00
TOTAL	.00

PURCHASER X

Revised date 12/08: Print date 12/10

CUSTOMER COPY



***** PRICE QUOTATION *****

PRICES GOOD FOR 30 DAYS.

Store A25 ALAN BROWN TIRE CENTER
 1155 SW Coast Highway
 Newport, OR 97365 0000
 541-265-6604

Quote# 65238
 Invoice# ...
 Page# 1

Customer Name NPD
 Address
 City, State, Zip ...
 Phone

Date 6/08/2011
 Time 16:15:42 PM
 License
 Year
 Make
 Model

Salesperson BRADY CYPHERT
 BC

Comments

Qty	Product Code	Product Description	Price	FET	Amount
ALL PARTS NEW UNLESS SPECIFIED					
4	00000442	P275/60R-17 KUMHO RDVENT APT	205.19		820.76
4	00695348	WHEEL SPIN BALANCE	12.50		50.00
				Sales Tax:	.00
				Tire Tax:	.00
				QUOTATION Total:	870.76
4	00000442	P265/60R-18 YOKOHAMA ATS	196.26		785.04
4	00695348	WHEEL SPIN BALANCE	12.50		50.00
				Sales Tax:	.00
				Tire Tax:	.00
				QUOTATION Total:	835.04
4	00000440	P235/55ZR-17 KUMHO ASX KU21	148.58		594.32
4	00695348	WHEEL SPIN BALANCE	12.50		50.00
				Sales Tax:	.00
				Tire Tax:	.00
				QUOTATION Total:	644.32
4	01402587	235/55HR-17 99H H405 ALL SEASONS BLACKWALL	130.02		520.08
4	00695348	WHEEL SPIN BALANCE	12.50		50.00
				Sales Tax:	.00
				Tire Tax:	.00
				QUOTATION Total:	570.08
4	07302087	P235/55ZR-17 98W P-ZERO NERO ALL SEASONS BLACKWALL	130.91		523.64
4	00695348	WHEEL SPIN BALANCE	12.50		50.00
				Sales Tax:	.00
				Tire Tax:	.00
				QUOTATION Total:	573.64

Customer Signature: _____ Estimate Decision: _____

Revised Estimate: _____ In Person Phone#: _____

Customer Signature: _____ Date: _____ Time: _____



***** PRICE QUOTATION *****

PRICES GOOD FOR 30 DAYS.

Store A25 ALAN BROWN TIRE CENTER
1155 SW Coast Highway
Newport, OR 97365 0000
541-265-6604

Quote# 65239
Invoice# ...
Page# 1
Date 6/09/2011
Time 12:54:35 AM
License ...
Year
Make
Model

Customer Name NPD
Address
City, State, Zip ...
Phone

Salesperson BRADY CYPHERT
BC

Comments

Qty	Product Code	Product Description	Price	FET	Amount
ALL PARTS NEW UNLESS SPECIFIED					
1	00000454	PADS AND TURN ROTORS JOB	109.95		109.95
				Sales Tax:	.00
				Tire Tax:	.00
				QUOTATION Total:	109.95
1	00000454	FRONT BRAKE JOB PADS NEW ROTORS	109.95		109.95
2	54481010	680110 BRAKE ROTOR Machine-to Specification: 0 Current Wear L) 0 R) 0	88.95		177.90
				Sales Tax:	.00
				Tire Tax:	.00
				QUOTATION Total:	287.85

Customer Signature: _____ Estimate Decision: _____

Revised Estimate: _____ In Person Phone#: _____

Customer Signature: _____ Date: _____ Time: _____



***** PRICE QUOTATION *****

PRICES GOOD FOR 30 DAYS.

Store A25 ALAN BROWN TIRE CENTER
 1155 SW Coast Highway
 Newport, OR 97365 0000
 541-265-6604

Quote# 65083
 Invoice# ...
 Page# 1

Customer Name FRONT BRAKES O8 CROWN VIC
 Address
 City, State, Zip ...
 Phone

Date 6/01/2011
 Time 1:09:09 PM
 License
 Year 2008
 Make FORD
 Model CROWN VICTORIA

Salesperson MICHAEL HOGLE
 MPH

Qty	Product Code	Product Description	Price	FET	Amount
-----	--------------	---------------------	-------	-----	--------

ALL PARTS NEW UNLESS SPECIFIED

1	00640026	BRAKE LABOR	89.54		89.5
1	00685407	POLICE FDISC BJ BRAKE JOB (PARTS ONLY)	178.16		178.1
1	00689920	REMANUFACTURED CALIPERS (EA) \$98.00 X 2=\$196.00 LISTED BELOW	.00		.0
2	54499902	680110P POLICE - BRAKE ROTOR Machine-to Specification . Current Wear L) . R) .	115.83		231.6
1	54599913	RC11382P RAYBESTOS POLICE REMANUFACTURED CALIPER	.00		.0
1	54599912	RC11381P RAYBESTOS POLICE REMANUFACTURED CALIPER	.00		.0

Sales Tax: .0
 Tire Tax: .0
 QUOTATION Total: 499.3

Customer Signature: _____ Estimate Decision: _____

Revised Estimate: _____ In Person Phone#: _____

Customer Signature: _____ Date: _____ Time: _____



***** PRICE QUOTATION *****

PRICES GOOD FOR 30 DAYS.

Store A25 ALAN BROWN TIRE CENTER
 1155 SW Coast Highway
 Newport, OR 97365 0000
 541-265-6604

Quote# 65084
 Invoice#
 Page# 1
 Date 6/01/2011
 Time 1:10:20 PM
 License
 Year 2008
 Make FORD
 Model CROWN VICTORIA

Customer Name 08 CROWN VIC REAR BRAKES
 Address
 City, State, Zip ...
 Phone

Salesperson MICHAEL HOGLE
 MPH

Qty	Product Code	Product Description	Price	FET	Amount
-----	--------------	---------------------	-------	-----	--------

ALL PARTS NEW UNLESS SPECIFIED

1	00640039	BRAKE LABOR	109.53		109.53
1	00685408	POLICE RDISC BJ BRAKE JOB (PARTS ONLY)	164.98		164.98
1	00689921	REMANUFACTURED CALIPERS (EA) \$90.75 X 2=\$181.50 LISTED BELOW	.00		.00
2	54499906	680129P POLICE - BRAKE ROTOR Machine-to Specification . Current Wear L) . R) .	73.35		146.70
1	54599923	RC11821P RAYBESTOS POLICE REMANUFACTURED CALIPER	.00		.00
1	54599924	RC11822P RAYBESTOS POLICE REMANUFACTURED CALIPER	.00		.00

Sales Tax: .00
 Tire Tax: .00
 QUOTATION Total: 421.23

Customer Signature: _____ Estimate Decision: _____

Revised Estimate: _____ In Person Phone#: _____

Customer Signature: _____ Date: _____ Time: _____



***** PRICE QUOTATION *****

PRICES GOOD FOR 30 DAYS.

Store A25 ALAN BROWN TIRE CENTER
 1155 SW Coast Highway
 Newport, OR 97365 0000
 541-265-6604

Quote# 65222
 Invoice# ...
 Page# 1
 Date 6/08/2011
 Time 11:41:11 AM
 License
 Year
 Make
 Model

Customer Name NPD
 Address
 City, State, Zip ...
 Phone

Salesperson BRADY CYPHERT
 BC

Comments

Qty	Product Code	Product Description	Price	FET	Amount
-----	--------------	---------------------	-------	-----	--------

ALL PARTS NEW UNLESS SPECIFIED

1	04071265	65-60 - 60 MONTH BATTERY	65.40		65.40
1	00671502	BATTERY INSTALLATION	10.00		10.00
		60 month warranty			
				Sales Tax:	.00
				Tire Tax:	.00
				QUOTATION Total:	75.40

1	04070865	65 XHD - XHD BATTERY	83.57		83.57
1	00671502	BATTERY INSTALLATION	10.00		10.00
		72 month warranty			
				Sales Tax:	.00
				Tire Tax:	.00
				QUOTATION Total:	93.57

1	04070465	65 XT - XTREME POWER BATTERY	90.85		90.85
1	00671502	BATTERY INSTALLATION	10.00		10.00
		84 month warranty			
				Sales Tax:	.00
				Tire Tax:	.00
				QUOTATION Total:	100.85

Customer Signature: _____ Estimate Decision: _____

Revised Estimate: _____ In Person _____ Phone#: _____

Customer Signature: _____ Date: _____ Time: _____



***** PRICE QUOTATION *****

PRICES GOOD FOR 30 DAYS.

Store A25 ALAN BROWN TIRE CENTER
1155 SW Coast Highway
Newport, OR 97365 0000
541-265-6604

Quote# 65217
Invoice# ...
Page# 1

Customer Name NPD
Address
City, State, Zip ...
Phone

Date 6/08/2011
Time 11:35:59 AM
License
Year
Make
Model

Salesperson BRADY CYPHERT
BC

Qty	Product Code	Product Description	Price	FET	Amount
-----	--------------	---------------------	-------	-----	--------

ALL PARTS NEW UNLESS SPECIFIED

1	00006498	LUBE, OIL, FILT, ROTATE	31.95		31.95
---	----------	-------------------------	-------	--	-------

Sales Tax:	.00
Tire Tax:	.00
QUOTATION Total:	31.95

Customer Signature: _____ Estimate Decision: _____

Revised Estimate: _____ In Person Phone#: _____

Customer Signature: _____ Date: _____ Time: _____



***** PRICE QUOTATION *****

PRICES GOOD FOR 30 DAYS.

Store A25 ALAN BROWN TIRE CENTER
1155 SW Coast Highway
Newport, OR 97365 0000
541-265-6604

Quote# 65209
Invoice# ...
Page# 1
Date 6/08/2011
Time 11:14:59 AM
License
Year
Make
Model

Customer Name NPD
Address
City, State, Zip ...
Phone

Salesperson BRADY CYPHERT
BC

Qty	Product Code	Product Description	Price	FET	Amount
-----	--------------	---------------------	-------	-----	--------

ALL PARTS NEW UNLESS SPECIFIED

1	00680112	THRUST ANGLE ALIGNMENT - DOMESTIC/IMPORT CARS, PICKUPS, VANS	47.95		47.95
---	----------	--	-------	--	-------

Sales Tax:	.00
Tire Tax:	.00
QUOTATION Total:	47.95

Customer Signature: _____ Estimate Decision: _____

Revised Estimate: _____ In Person Phone#: _____

Customer Signature: _____ Date: _____ Time: _____



***** PRICE QUOTATION *****

PRICES GOOD FOR 30 DAYS.

Store A25 ALAN BROWN TIRE CENTER
 1155 SW Coast Highway
 Newport, OR 97365 0000
 541-265-6604

Quote# 65079
 Invoice# ...
 Page# 1

Customer Name NPD
 Address
 City, State, Zip ...
 Phone

Date 6/01/2011
 Time 1:01:00 PM
 License
 Year
 Make
 Model

Salesperson BRADY CYPHERT
 BC

Qty	Product Code	Product Description	Price	FET	Amount
-----	--------------	---------------------	-------	-----	--------

ALL PARTS NEW UNLESS SPECIFIED

1	00680116	4 WHEEL ALIGNMENT - DOMESTIC/IMPORT CARS (SHIMS INCLUDED)	78.95		78.95
---	----------	---	-------	--	-------

Sales Tax: .00
 Tire Tax: .00
 QUOTATION Total: 78.95

Customer Signature: _____ Estimate Decision: _____

Revised Estimate: _____ In Person Phone#: _____

Customer Signature: _____ Date: _____ Time: _____

ATTACHMENT E
POLICE VEHICLE MAINTENANCE PROPOSAL
SERVICE AGREEMENT

**CONTRACT TO FURNISH POLICE VEHICLE MAINTENANCE
TO THE THE CITY OF NEWPORT, OREGON**

This contract is entered into between the City of Newport, Oregon, hereinafter referred to as "CITY" and (Name of Contractor), hereinafter referred to as "CONTRACTOR," and is effective upon its execution by and between both parties hereto.

In consideration of the mutual promises contained herein, it is agreed as follows:

ARTICLE I: SCOPE OF SERVICES

For the consideration set forth in Article V, CONTRACTOR agrees to provide Police Vehicle Maintenance Services as set forth in the Request for Proposal and CONTRACTOR's responsive Proposal, both attached hereto as Exhibit A, and by this reference incorporated herein.

ARTICLE II: MODIFICATIONS

This agreement may only be modified by a writing executed by both parties

ARTICLE III: RESPONSIBILITIES OF THE CONTRACTOR

- A. Notice to Proceed. CONTRACTOR will not begin work on any of the duties and services listed in Article I until CITY directs in writing to proceed. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article II.
- B. Quality of Service. CONTRACTOR, in performing the services called for in Article I, shall maintain the highest level of quality practicable. The quality of services shall be no less than the highest standards maintained by other vehicle maintenance firms in the City of Newport.
- C. State or Federal Requirements. CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work under this contract, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth on Exhibit B, attached hereto and incorporated herein by this reference.
- D. Access to Records. The CONTRACTOR shall maintain, and the CITY and its duly authorized representatives shall have access to, the books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three

years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the CITY.

- E. CONTRACTOR is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to this payment.
- F. If this payment is to be charged against federal funds, CONTRACTOR certifies that he is not currently employed by the federal government and the amount charged does not exceed his normal charge for the type of service provided.
- G. CONTRACTOR is not currently employed by CITY, and will not be under the direct control of CITY.
- H. CONTRACTOR will not be eligible for any federal Social Security, state Workmen's Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment, except as a self-employed individual.
- I. CONTRACTOR is _____ is not _____ a member of the Oregon Public Employees Retirement System and employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

ARTICLE IV: RESPONSIBILITIES OF THE CITY

- A. Authorization to Proceed. CITY shall authorize CONTRACTOR in writing to proceed prior to CONTRACTOR starting work on any of the services listed in Article I.

ARTICLE V: COMPENSATION

- A. CITY agrees to pay for the services in Article I in accordance with the compensation provisions in this agreement and the Schedule of Contract Prices set forth within Exhibit A.
- B. Payment will be made within 30 days after the receipt of billing for each service rendered during the month, upon satisfactory performance made in accordance with the scope of work. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. CITY has the right to appeal or ask for clarification on any CONTRACTOR billing within 30 days of receipt of billing. In the event of a contested billing, only that portion of payment so contested shall be withheld, and the undisputed portion shall be paid in accordance with this Article V.
- C. CITY shall report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

ARTICLE VI: INDEMNIFICATION

- A. CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its agents, officers, and employees, from and against any and all liability, claims, suits, loss, damages, costs,

and expenses arising out or resulting from the negligent or intentional acts, errors, or omissions of CONTRACTOR, its officers, employees, or agents.

ARTICLE VII: INSURANCE

- A. CONTRACTOR shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability: Insurance Service Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form, with CG-25 03 (Amendment Aggregate Limits of Insurance per Project) attached.
- B. Automobile Liability: ISO form CA 0001, providing Business Automobile Coverage on owned, non-owned, and hired vehicles.
- C. Workers' Compensation insurance as required by Oregon Revised Statutes and Employers' Liability Insurance.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than

1. Commercial General Liability
 - a) \$1.0 million Each Occurrence
 - b) \$2.0 million General Aggregate¹
 - c) \$2.0 million Products Aggregate
 - d) \$1.0 million Personal Injury
2. Automobile Liability - \$1.0 million Per Occurrence
3. Employer's Liability
 - a) \$500,000 Each Accident
 - b) \$500,000 Aggregate
 - c) \$500,000 Each Employee

C. Deductibles and Self-Insured Retentions

1. Any deductible or self-insured retention must be approved by the CITY. At the option of the CITY, either:

¹ The General Aggregate shall apply separately to this project

- a) The insurer shall reduce or eliminate such deductible or self-insured retention as respects the CITY, its officers, employees, and agents; or
- b) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

D. Additional Insured

1. CONTRACTOR shall furnish CITY with Certificates of Insurance that contain original endorsements for each insurance policy and signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and approved by the CITY before work commences. The CITY shall be listed as an "additional insured."
2. The policies shall contain, or be endorsed to contain, the following provisions: Commercial General Liability and Automobile Liability Coverage
 - a) The City of Newport, its officers, employees, and agents are to be covered as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR, including the Insured's general supervision of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied, or used by the CONTRACTOR, or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, or volunteers.
 - b) The CONTRACTOR'S insurance coverage shall be primary insurance as respect the CITY, its officers employees, and agents. Any insurance or self-insurance maintained by the CITY, its officers, employees, or agents shall be in excess of the CONTRACTOR's insurance and shall not contribute to it.
 - c) Any failure to comply with any reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, employees, or agents.
 - d) The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made, or suit is brought, to the limits of the insurer's liability.
3. Workers' Compensation and Employer's Liability Coverage
 - a) The insurer shall agree to waive all rights of subrogation against the CITY, its officers, employees, and agents for losses arising from work performed by the CONTRACTOR for the CITY.
4. All Coverages
 - a) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after 30 days' prior written

notice by certified mail, return receipt requested, has been given to the CITY.

E. Acceptability of Insurers

1. With the exception of SAIF Corporation for Workers' Compensation coverage, insurance is to be obtained from insurers with A.M. Best rating of no less than A – VII. Any other carrier with lower ratings must be previously approved by CITY, in writing.

F. Subcontractors

1. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All Coverages for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE VIII: ASSIGNMENT

- A. This agreement shall be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this agreement shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this agreement.
- B. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONTRACTOR

ARTICLE IX: INTEGRATION

- A. The terms and conditions of this agreement, including its attachments, represent the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article II.

ARTICLE X: SUSPENSION OF WORK

- A. CITY may suspend, in writing, and without cause, all or a portion of the work under this agreement. CONTRACTOR may request that the work be suspended by notifying CITY, in writing, of circumstances that are interfering with progress of work. CONTRACTOR may suspend work on the project in the event CITY does not pay invoices when due. The time for completion of the work shall be extended by the number of days that work

is suspended. In the event that the period of suspension exceeds 90 days, the terms of this agreement are subject to renegotiation, and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

ARTICLE XI: TERMINATION OF WORK

- A. CITY may terminate all or a portion of the work covered by this agreement for its convenience. Either party may terminate work if the other party fails to substantially perform in accordance with the provisions of this agreement. Termination of the agreement is accomplished by 15 days' prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- B. In the event of termination, CONTRACTOR shall be paid for work previously performed and shall, at the direction of CITY, perform such additional services as may be necessary to facilitate transition to a new CONTRACTOR of CITY's choosing. CONTRACTOR shall be paid for such additional work as provided under the terms of this agreement or as may be provided by the parties through a modification of this agreement.

ARTICLE XII: FORCE MAJEURE

- A. Neither CITY nor CONTRACTOR shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

ARTICLE XIII: CONFLICT RESOLUTION

- A. Arbitration. If any disputes, disagreements, or controbersiers arise between the parties pertaining to the interpretation, validity, or enforcement of this agreement, the parties shall, upon the request of CITY, submit such dispute to binding arbitration. Except as otherwise provided in this agreement, arbitration shall be requested by CITY delivering to CONTRACTOR a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the Lincoln County Circuit Court, upon the request of either party submitted in accordance with ORS 36.310. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

The CITY and CONTRACTOR agree to a consolidated arbitration of such claims, disputes, and other matters in question between themselves regarding the project, with claims, disputes, and other matters in question regarding the project between and among the CITY, CONTRACTOR and the CITY's third party designees and contractors and anyone

else under contract with the CITY or any other party to perform work or services related to the project.

Notwithstanding any dispute under this Agreement, whether before or during arbitration, the CONTRACTOR shall continue to perform its work pending resolution of a dispute, and the CITY shall make payments as required by the agreement for undisputed portions of work.

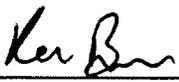
- B. Attorney Fees. If either party commences any arbitration, suit, or proceeding against the other to rescind, interpret or enforce the terms of this contract, the parties agree that the prevailing party shall be awarded reasonable attorney's fees and costs incurred in any such arbitration, action, suit or proceeding and in any later appeals filed as a consequence thereof. Such costs shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

ARTICLE XIV: COURT OF JURISDICTION

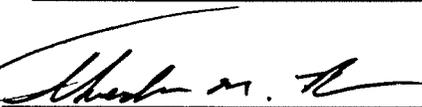
The laws of the State of Oregon shall govern the validity of this agreement, its interpretation and performance, and other claims related to it. Venue for litigation shall be in Lincoln County, Oregon.

CONTRACTOR:

Date: June 10, 2011

By: 

Title: Vice President

By: 
(two signatures required if corporation)

Title: Vice President

CITY OF NEWPORT, OREGON:

Date: _____

By: _____
Jim Voetberg, City Manager

Mailing Address: _____

1155 SW Coast Hwy

Newport, OR 97365

Telephone: _____ 541-265-6604

Fax: _____ 541-265-6655

Tax ID: _____ 93-0603759

Or

Social Security No.: _____

Item 1. **The Insured:**
 ALAN BROWN TIRE CENTER INC

Entity Type:
 CORPORATION

Mailing address:
 ALAN BROWN TIRE CENTER INC
 1155 SW COAST HWY
 NEWPORT, OR 97365-5223

Agency:
 CLIENT SERVICES GROUP
 WELLS FARGO INSURANCE INC
 MAC N9306-134
 733 MARQUETTE AVE 13TH FLOOR
 MINNEAPOLIS, MN 55402

Other workplaces not shown above:
 415 NW A ST, TOLEDO, OR 97391-1240

415 NW A ST, TOLEDO, OR 97391-1240

64 SW 32ND ST, NEWPORT, OR 97366-9801

Item 2. **The policy period** is from 01-01-2011, 12:01 A.M. to 01-01-2012, 12:01 A.M. at the insured's mailing address

Item 3. **A. Workers Compensation Insurance: Part One** of the policy applies to the Workers Compensation Law of the states listed here: OREGON

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident \$1,000,000 each accident
 Bodily Injury by Disease \$1,000,000 each employee
 Bodily Injury by Disease \$1,000,000 policy limit

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
 NONE

D. This policy includes these endorsements and schedules:

WC360601E	Oregon Cancellation Endorsement
WC000421C	Catastrophe (other than Certified Acts of Terrorism) Premium End
WC000422A	Terrorism Risk Insurance Prog Reauthorization Act Disclosure End
WC000414	Notification of Change in Ownership Endorsement
WC000406A	Premium Discount Endorsement
WC360404	Oregon Group Supplemental Experience Rating Plan Endorsement
WC360406	Premium Due Date Endorsement
WC990309C	SAIFPlus Endorsement
WC990602	Subject Officer Payroll Requirement - Corporation
WC000313	Waiver of Our Right to Recover from Others Endorsement
WC360301	Oregon Unsafe Equipment Exclusion Endorsement
WC990616	Confidentiality Endorsement

Item 4. **The premium** for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. The premium and rates and the experience rating modification factor, if any, may change on your anniversary rating date of 01-01-2012. All information required below is subject to verification and change by audit.



CERTIFICATE OF LIABILITY INSURANCE

OP ID KL
ALANB-2

DATE (MM/DD/YYYY)

06/10/11

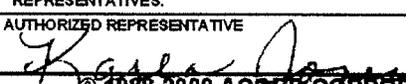
PRODUCER Western States Ins. Newport 811 N. Coast Highway Newport OR 97365 Phone: 541-265-7768 Fax: 541-265-7675	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Alan Brown Tire Center Inc Mountain Pacific Invest, LLC 1155 S W Coast Hwy Newport OR 97365	INSURER A: Liberty Northwest Ins Corp	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	C07162318	01/01/11	01/01/12	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	C07162318	01/01/11	01/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	C07162318	01/01/11	01/01/12	EACH OCCURRENCE \$ 2000000 AGGREGATE \$ 2000000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER City of Newport 169 SW Coast Hwy. Newport OR 97365	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

City of Newport RFP for Police Vehicle Maintenance
(A) Letter of Transmittal

A

OCEAN TIRE & AUTO SERVICE INC
Project Manager: Doug Orr

This proposal will be valid for ninety (90) days after the transmittal date.

One stop-shopping:

- Tires; rims; mount; spin; rotation; balance
- Automotive repairs by certified ASE mechanics; full engine diagnostics and repair; electrical work
- Tune-ups
- Coordination of warranty work at dealerships with free shuttle services
- LOF
- Brakes
- Alignments
- Headlights; tail lights; specialty bulbs for emergency equipment
- Complete exhaust system repair
- Air conditioning
- Transmissions
- Suspensions
- Batteries

No charge services:

- 24/7 road service
- Pick-up and delivery with already approved authorization for time-saving unsupervised movement of City Owned vehicles to City Hall and other authorized vendors
- Engine computer diagnostics
- Tire and equipment storage
- Flat repair, rotation and balance of tires
- Swap of winter/summer tires of tires mounted on wheels
- Comprehensive safety inspections with every oil change, tire service or as necessary
- Coordinate with other specialty vendors for shop space and coordinated repairs

Specialized services:

- #1 priority schedule placement
- Willingness to work with fiscal year budgets
- After hour/on call diagnoses of vehicle including test drive with driver to duplicate problem
- Fabrication of mounts for police equipment installation
- Pro-active to reduce department labor burden of vehicle repairs and cost of repairs
- Out of area shuttle service
- Full automotive repairs, including interiors (door handles, seats, locks, etc.)

City of Newport RFP for Police Vehicle Maintenance

OCEAN TIRE & AUTO SERVICE INC

**(B, C, D) Firm History and Organizational Chart
Employee Resume**

B, C, D

Ocean Tire and Auto Service Inc is a local company and has been in business since 1997, owned and operated by Doug Orr, a local resident since 1966. Ocean Tire and Auto Service Inc is an independently owned *Tire Factory*, which operates in 13 western states and has 287 independently owned stores.

Doug Orr has been a ASE certified mechanic since 1987, working in the field continuously since then. Doug Orr specializes in meeting customer needs, work scheduling, billing, payroll, accounts payable and receivable. Mr. Orr specializes in safety inspections, engine performance and repairs, tune ups, transmissions and differentials, exhaust systems, lube-oil-filter, tire selection, mounting and services, alignments, air conditioning, brakes, drivability, welding and parts fabrication, parts ordering, delivery and parts inventory control.

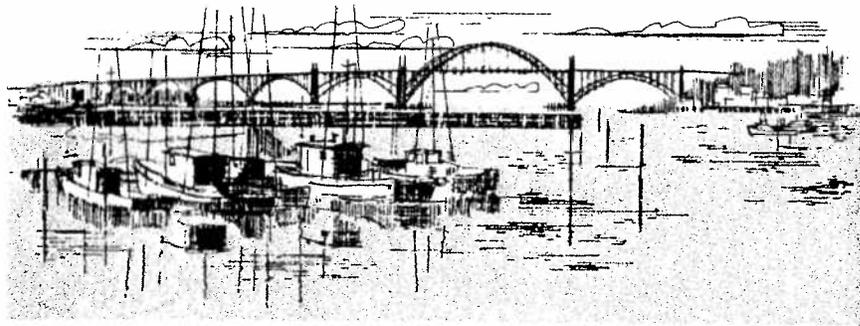
Leonard Kropf has been a full time employee of Ocean Tire and Auto Service Inc since 1997 and has been an ASE certified mechanic for over 30 years. Mr. Kropf has worked in the automotive repair field for 38 years, specializing in vehicle suspension, alignments, exhaust systems, brakes, steering, transmissions, lube-oil-filter service, safety inspections as well as tire selection, mounting and service.

Mike Douglass has been a full time employee of Ocean Tire and Auto Service Inc since 1997 and has been an ASE certified mechanic for 29 years. Mr. Douglass has 17 years experience as a General Motors certified technician and over 130 hours of specialized training from GM. Mr. Douglass specializes in brakes, electrical systems, engine performance and repairs, tune ups, drivability issues, differentials, exhaust systems, welding and fabrication, air conditioning, safety inspections, lube-oil-filter service as well as tire selection, mounting and service.

Corey Jansen has been a full time employee of Ocean Tire and Auto Service Inc since 2003, as the front desk manager. Mr. Jansen performs front desk customer service duties, as well as work scheduling service, Mr. Jansen also performs lube-oil-filter service, safety inspections, exhaust systems as well as tire selection, mounting and service, coordination with customers and other vendors, parts ordering, delivery and parts inventory control.

Cam Risener has been a full time employee of Ocean Tire and Auto Service Inc since 2009. Mr. Risener specializes in lube-oil-filter services, safety inspections as well as tire selection, mounting and services.

Sharon Hall has been a part time employee of Ocean Tire and Auto Service Inc since 1999. Mrs. Hall specializes in customer service, as well as payroll, accounts receivable and payable.



CITY OF NEWPORT
 POLICE DEPARTMENT
 169 S.W. COAST HIGHWAY
 NEWPORT, OREGON 97365
 (541) 574-3348

January 17, 2007

COPY

Doug Orr
 Ocean Tire & Auto Service
 1114 North Coast Highway
 Newport, Oregon 97365

Doug
 Dear Mr. Orr,

During our recent inclement weather, you were called at about 11:30 PM at your home and asked to come into your business and put studded tires on several patrol cars. I was told that you did so without question, even though you were ill. I also was told that you were in your shop until almost 3:30 AM completing the task, which allowed the police officers the mobility to properly perform their tasks. Your actions directly benefited the Police Department, thus the City of Newport as a whole.

Over the years we have come to rely on you and your business for first rate service to our Department. This event goes beyond that. You deserve special thanks from me and the City of Newport for a job well done.

Sincerely,

[Signature]
 Mark J. Miranda
 Chief of Police

Cc: Mayor Bain
 City Manager O'Neal

*Dear Mr. Orr -
 Many thanks for your
 responsive service to the
 City and citizens of Newport.*

*Allen
 O'Neal
 City Manager*

POLICE DEPARTMENT
169 SW COAST HWY
NEWPORT, OREGON 97365

COAST GUARD CITY, USA



541.574.3348
www.newportpolice.net

MOMBETSU, JAPAN, SISTER CITY

June 1st, 2011

Mr. Dave Marshall, Finance Director

City of Newport

I am writing on the behalf of Ocean Tire Automotive Service of Newport in their bid for the contract for maintenance for the City of Newport/Police Department Vehicles.

As you know, I am the Fleet Manager for the police department and have been since 2007. I have worked closely with area vendors to provide the most cost effective repairs and services for our vehicles while maintaining a fleet of vehicles and peripheral equipment that meets the highest safety standards. For about the last four years, a majority of our non-warranty vehicle maintenance, repairs and regular service has been done at Ocean Tire Automotive Service.

Ocean Tire Automotive Service was chosen for this work because of their highest safety standards, customer service, quality of their products, quick turn a round of our vehicles, quality of their service and because it is a "one stop shopping" type business which meets nearly all of our fleet needs. The last issue is particularly important to me. If myself or other staff members have to spend less time running around to different shops to get different types of work done, those man hours saved can be of significant savings to the City of Newport Mr. Doug Orr, who owns the business, works closely with me to help us best manage our ever shrinking resources. As a small business owner, he relates to the financial struggles of the City of Newport and applies much needed common sense to our service and repairs needs. He and his staff go out of their way to do the little things that assist us with budgetary restrictions and provide great customer service at the same time.

Mr. Orr has been instrumental in providing us cost saving ideas. As an example, our Ford Crown Vic patrol cars have a need for a specific grade of tire. Several years ago Mr. Orr researched several different tires for us and found one that met all of our specs and needs, yet was priced *below* the Oregon State Bid price. We also found that this particular line of tires wear longer than those available on state bid, which provides us extra savings. Mr. Orr and his staff have provided the same cost effective ideas on our brakes, rotors and vehicle batteries. As another example of his work, his staff do a complete safety inspection of our vehicles each time they come into his shop for tires, lube-oil-filter or virtually any other service. On many occasions, his staff has located issues with our cars that if left undetected would have been of grave consequence to our officers and would have been far more costly

EST.

1882



Linen & Industrial Supply • Paper Products

Big Enough to Do the Job - Small Enough to Care

P.O. Box 1404, Newport, Oregon 97365

To Whom It May Concern

Tire Factory has handle a lot of West Coast Linen vehicle repair work for the last Twenty years. All of the repair has been satisfactory or above. If you have any questions please feel free to contact Bruce Flaming or Susie Clement at Bruce@westcoastlinen.com

Thank You

Susie Clement

Susie Clement

541-265-5318

City of Newport RFP for Police Vehicle Maintenance

OCEAN TIRE & AUTO SERVICE INC

(F) Scope of Work and Services Provided

Ocean Tire and Auto Service Inc provides a full service automotive mechanical repair and tire shop. Ocean Tire and Auto Service Inc has been in business since 1997, providing automotive services to a wide range of private customers, corporations, government entities and small businesses. Ocean Tire and Auto Service Inc is in association with *The Tire Factory*, a multi state corporation with over 287 stores. Ocean Tire and Auto Service Inc provides fleet repair services to such organizations as the Newport Police Department, US Postal Service, Central Lincoln PUD, Oregon State Police, CoastCom, Oregon State Department of Administrative Services, S&J Construction, West Coast Linen and others.

Ocean Tire and Auto Service Inc provides a full line of tires, brakes, suspension, exhaust, drivability services, tune ups, full safety inspections, alignments, welding and fabrication, full engine and transmission repair, replacement and service.

Ocean Tire and Auto Service Inc works closely with customers to provide the best service and products to best meet the economical needs of the customer in a timely and professional manner.

Ocean Tire and Auto Service Inc assumes all responsibilities for repairs and parts as specified by written warranty.

Ocean Tire and Auto Service Inc would expect the City of Newport to provide prompt payment for services provided, as well as clear communications on needed services and repairs and expectations of Ocean Tire and Auto Service Inc.

Sample reports attached

5

City of Newport RFP for Police Vehicle Maintenance

OCEAN TIRE & AUTO SERVICE INC

(G) Past Legal Issues

Ocean Tire and Auto Service Inc has been in business since 1997 in Newport, Oregon. At no time during its history has the corporation or staff members been sued by private party, corporation or public entity for services provided. No member of this firm has been the subject of professional discipline in connection with any service provided by Ocean Tire and Auto Service Inc.

ATTACHMENT A
POLICE VEHICLE MAINTENANCE PROPOSAL
QUALIFICATION OF CONTRACTOR

ATTACHMENT A

Business Name: Ocean Tire & Auto Service Inc.
Owner Name: Doug ORR
Business Address: 1114 N. COAST HWY. NEWPORT OR 97365
Business Telephone: Day: (541) 265-7766 Evenings/Weekends: (541) 270-4556
Date Business Established: 1997
No. of Trained Mechanics (Attach Resumés) 5 (five)
Days and Hours Services Available 24 / 7
Holiday Availability 24 / 7
Special Equipment Available _____

Other Qualifications for the CITY to consider:

Proposer is is not _____ a resident bidder as defined by ORS 279A.120.

SUBCONTRACTORS

Subcontractor Name: _____ Work to be Subcontracted: _____
Subcontractor Name: _____ Work to be Subcontracted: _____
Subcontractor Name: _____ Work to be Subcontracted: _____
Subcontractor Name: _____ Work to be Subcontracted: _____

SIGNATURE BLOCK

Name Doug ORR Phone/Fax Numbers (541) 265-7766
(541) 265-6335 FAX
(541) 270-4556 cell
Address 1114 N. COAST HWY. email DOUGORR@ACTIONNET.NET
Newport OR 97365 97365
City, State, Zip Zip Code

Signature _____ Date _____

ATTACHMENT B
POLICE VEHICLE MAINTENANCE PROPOSAL
SCHEDULE OF CONTRACT PRICES

ATTACHMENT B

Will flat rate manual be used? Yes No

Name of flat rate manual, if used: ALL DATA

Labor rate for service: \$80.⁰⁰ per hour

Labor rate if emergency service provided: \$80.⁰⁰ per hour

Indicate parts pricing based on cost or retail

List parts discount, if any _____ %

Other special services/rates: No charge for pick-up and
delivery, as necessary

ATTACHMENT C
POLICE VEHICLE MAINTENANCE PROPOSAL
MINIMUM ROUTINE MAINTENANCE

ATTACHMENT C

- 1) Oil change and filter
- 2) Wiper blades
- 3) Heating/Air Conditioning System
- 4) Lights
- 5) Air Cleaner
- 6) Radiator Condition
- 7) Cooling System – leaks and hoses
- 8) Tire Wear and Pressure
- 9) Belts
- 10) Shocks
- 11) Steering Linkage Leaks
- 12) Transmission Leaks
- 13) Engine Leaks
- 14) Differential Leaks
- 15) Battery and Cables
- 16) Exhaust System Leaks
- 17) Brakes: Front _____ % Rear _____%
- 18) Emergency Brake
- 19) Test Drive, if Appropriate

ATTACHMENT D
POLICE VEHICLE MAINTENANCE PROPOSAL
CURRENT POLICE VEHICLES

ATTACHMENT D

NPD Fleet License Plates / 10-14-09

UNIT	LICENSE PLATE		VEHICLE INFO
71 / C	E237582		07 Ford CV
72 / E	E237596		07 Ford CV
74 / D	E237595		07 Ford CV
83 / R	E245506		08 Ford CV
84 / O	E245505		08 Ford CV
92 / U	E245540		09 Chev Tahoe
93 / G	E209797		09 Ford CV
61 / B	E231184	Sgt	06 Ford CV
88 / T	E247506	Sgt	07 Dodge
Durango			
42 / F	E228072	Sgt	04 Ford CV
87 / A	E247505	Sgt	06 Dodge
Durango			
41 / M	743BBX	Chief	03 Chev Impala
34 / K	351DGB	Lt	03 Ford CV
712 / P	397BQU		
95 / N	910ENP	Det	07 Chev Impala
08L		Det	06 Ford CV
06L		Det	Lint Vehicle
		Det	Lint Vehicle
24 / L	E240036	CSO	02 Chev Astro
Van			
21 / G	E221006	Vol	02 Ford CV
76	E240009		95 Ford
Ambulance			
969	E204119	PEO	96 GoFor

ATTACHMENT E

ATTACHMENT E
POLICE VEHICLE MAINTENANCE PROPOSAL
SERVICE AGREEMENT

**CONTRACT TO FURNISH POLICE VEHICLE MAINTENANCE
TO THE THE CITY OF NEWPORT, OREGON**

This contract is entered into between the City of Newport, Oregon, hereinafter referred to as "CITY" and (Name of Contractor), hereinafter referred to as "CONTRACTOR," and is effective upon its execution by and between both parties hereto.

In consideration of the mutual promises contained herein, it is agreed as follows:

ARTICLE I: SCOPE OF SERVICES

For the consideration set forth in Article V, CONTRACTOR agrees to provide Police Vehicle Maintenance Services as set forth in the Request for Proposal and CONTRACTOR's responsive Proposal, both attached hereto as Exhibit A, and by this reference incorporated herein.

ARTICLE II: MODIFICATIONS

This agreement may only be modified by a writing executed by both parties

ARTICLE III: RESPONSIBILITIES OF THE CONTRACTOR

- A. Notice to Proceed. CONTRACTOR will not begin work on any of the duties and services listed in Article I until CITY directs in writing to proceed. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article II.
- B. Quality of Service. CONTRACTOR, in performing the services called for in Article I, shall maintain the highest level of quality practicable. The quality of services shall be no less than the highest standards maintained by other vehicle maintenance firms in the City of Newport.
- C. State or Federal Requirements. CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work under this contract, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth on Exhibit B, attached hereto and incorporated herein by this reference.
- D. Access to Records. The CONTRACTOR shall maintain, and the CITY and its duly authorized representatives shall have access to, the books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three

and expenses arising out or resulting from the negligent or intentional acts, errors, or omissions of CONTRACTOR, its officers, employees, or agents.

ARTICLE VII: INSURANCE

- A. CONTRACTOR shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability: Insurance Service Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form, with CG-25 03 (Amendment Aggregate Limits of Insurance per Project) attached.
- B. Automobile Liability: ISO from CA 0001, providing Business Automobile Coverage on owned, non-owned, and hired vehicles.
- C. Workers’ Compensation insurance as required by Oregon Revised Statutes and Employers’ Liability Insurance.

B. **Minimum Limits of Insurance**

CONTRACTOR shall maintain limits no less than

1. Commercial General Liability
 - a) \$1.0 million Each Occurrence
 - b) \$2.0 million General Aggregate¹
 - c) \$2.0 million Products Aggregate
 - d) \$1.0 million Personal Injury
2. Automobile Liability - \$1.0 million Per Occurrence
3. Employer’s Liability
 - a) \$500,000 Each Accident
 - b) \$500,000 Aggregate
 - c) \$500,000 Each Employee

C. **Deductibles and Self-Insured Retentions**

1. Any deductible or self-insured retention must be approved by the CITY. At the option of the CITY, either:

¹ The General Aggregate shall apply separately to this project

notice by certified mail, return receipt requested, has been given to the CITY.

E. Acceptability of Insurers

1. With the exception of SAIF Corporation for Workers' Compensation coverage, insurance is to be obtained from insurers with A.M. Best rating of no less than A – VII. Any other carrier with lower ratings must be previously approved by CITY, in writing.

F. Subcontractors

1. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All Coverages for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE VIII: ASSIGNMENT

- A. This agreement shall be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this agreement shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this agreement.
- B. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONTRACTOR

ARTICLE IX: INTEGRATION

- A. The terms and conditions of this agreement, including its attachments, represent the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article II.

ARTICLE X: SUSPENSION OF WORK

- A. CITY may suspend, in writing, and without cause, all or a portion of the work under this agreement. CONTRACTOR may request that the work be suspended by notifying CITY, in writing, of circumstances that are interfering with progress of work. CONTRACTOR may suspend work on the project in the event CITY does not pay invoices when due. The time for completion of the work shall be extended by the number of days that work

else under contract with the CITY or any other party to perform work or services related to the project.

Notwithstanding any dispute under this Agreement, whether before or during arbitration, the CONTRACTOR shall continue to perform its work pending resolution of a dispute, and the CITY shall make payments as required by the agreement for undisputed portions of work.

- B. Attorney Fees. If either party commences any arbitration, suit, or proceeding against the other to rescind, interpret or enforce the terms of this contract, the parties agree that the prevailing party shall be awarded reasonable attorney's fees and costs incurred in any such arbitration, action, suit or proceeding and in any later appeals filed as a consequence thereof. Such costs shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

ARTICLE XIV: COURT OF JURISDICTION

The laws of the State of Oregon shall govern the validity of this agreement, its interpretation and performance, and other claims related to it. Venue for litigation shall be in Lincoln County, Oregon.

CONTRACTOR:

Date: 6/9/11

By: 

Title: President

By: 
(two signatures required if corporation)

Title: Secretary

CITY OF NEWPORT, OREGON:

Date: _____

By: _____
Jim Voetberg, City Manager

JASON

SCORING AND EVALUATION CRITERIA PROPOSALS FOR POLICE VEHICLE MAINTENANCE

		Scoring	
		Les Schwab	Ocean Tire
<u>Experience and Qualifications</u>	<u>Possible Points</u>		
	50		
Overall capabilities of the Proposer to meet the required service levels described in this RFP. This includes demonstrated experience in the industry, available services, and the credentials and experience of the Proposer's technicians		40	50
<u>References</u>	25		
The Police Vehicle Maintenance provider must successfully manage the relationship between the CITY and the Proposer. References will be contacted to assist with the evaluation of experience, expertise, and the customer's satisfaction.		25	25
<u>Cost of Services</u>	25		
Total proposed costs.		15	25
TOTAL POINTS	100	80	100

Tou

SCORING AND EVALUATION CRITERIA PROPOSALS FOR POLICE VEHICLE MAINTENANCE

Experience and Qualifications

Possible Points

50

Overall capabilities of the Proposer to meet the required service levels described in this RFP. This includes demonstrated experience in the industry, available services, and the credentials and experience of the Proposer's technicians

References

25

The Police Vehicle Maintenance provider must successfully manage the relationship between the CITY and the Proposer. References will be contacted to assist with the evaluation of experience, expertise, and the customer's satisfaction.

Cost of Services

25

Total proposed costs.

TOTAL POINTS

100

		Scoring	
		Les Schwab	Ocean Tire
		35	50
		20	25
		15	25
		70	100

**SCORING AND EVALUATION CRITERIA
PROPOSALS FOR POLICE VEHICLE MAINTENANCE**

D. Marshall

Experience and Qualifications

Possible Points

50

Overall capabilities of the Proposer to meet the required service levels described in this RFP. This includes demonstrated experience in the industry, available services, and the credentials and experience of the Proposer's technicians

References

25

The Police Vehicle Maintenance provider must successfully manage the relationship between the CITY and the Proposer. References will be contacted to assist with the evaluation of experience, expertise, and the customer's satisfaction.

Cost of Services

25

Total proposed costs.

TOTAL POINTS

100

		Scoring	
		Les Schwab	Ocean Tire
	50	35	45
Overall capabilities of the Proposer to meet the required service levels described in this RFP. This includes demonstrated experience in the industry, available services, and the credentials and experience of the Proposer's technicians			
	25	20	20
The Police Vehicle Maintenance provider must successfully manage the relationship between the CITY and the Proposer. References will be contacted to assist with the evaluation of experience, expertise, and the customer's satisfaction.			
	25	20	25
Total proposed costs.			
TOTAL POINTS	100	75	90