



**AGENDA & Notice of City Council Work Session,  
& Regular Meeting of the City Council**

The City Council of the City of Newport will hold a work session on Monday, January 7, 2013, at 12:00 P.M. in Conference Room A, followed by a City Council meeting at 6:00 P.M. in the Council Chambers, 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 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.

**CITY COUNCIL WORK SESSION  
Monday, January 7, 2013 - 12:00 P.M.  
Conference Room A**

- I. Procedure for handling SDC appeal received from Teevin Brothers

**REGULAR MEETING AGENDA  
Monday, January 7, 2013 -- 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 Comment**

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

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

  - A. Approval of minutes from the Work Session and Regular City Council Meeting of December 17, 2012.  
(Morris)
- VI. **Recognition of Outgoing Mayor & Councilors**
- VII. **City Recorder Administers the Oath of Office to the Newly-elected Mayor and Councilors.**
  - A. Take short break for refreshments
- VIII. **Officer's Reports**
  - A. Mayor's Report
    - i. Mayor Romagoux Welcome Address
    - ii. Elect Councilor to fill vacancy
    - iii. Elect Council President
    - iv. Committee reappointments
  - B. City Manager's Report
    - i. Project Management Report
- IX. **Discussion Items and Presentations**

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

  - A. Presentation on the Fire Department collaboration committee recommendations  
(Paige)
- X. **Public Hearings - 7:00 P.M.**
  - A. Public hearing on Ordinance No. 2047, creating a new Municipal Code, Chapter 4.30 Prohibiting the Distribution of Single-Use Plastic Carryout Bags by Retail Establishments  
(Hawker)

**XI. Action Items**

*Citizens will be provided an 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. Approval of recommendation from Destination Newport Committee with regards to CBS billboards  
(Voetberg)

**XII. Council Reports and Comments**

**XIII. Public Comment** (Additional time for public comment - 5 minutes per speaker)

**XIV. Adjournment**





RECEIVED

December 20, 2012

DEC 26 2012

CITY OF NEWPORT

Mr. Jim Voetberg  
Manager, City of Newport  
169 SW Coast Hwy  
Newport OR 97365

Re: System Development Charges (SDC); Storm Water; Appeal thereof

Dear Mr. Voetberg:

As you and city staff are aware, Teevin Brothers is proposing the construction of a 15-acre export facility on McLean\_Pt. at the Port of Newport. In meetings with city staff we have been informed that this new development will trigger systems development charges (SDC's) for stormwater management. As proposed, the SDC's for this project will be in excess of \$180,000.00. We wish to appeal this SDC's determination and request a 50% reduction in the calculated SDC based upon the scope, location, operation, and design of our project. We believe our project will have no impact on the City's storm water management system or negatively impact the city's mission to it's stakeholders. As we propose, our project will:

- Restore functionality of the current storm water management system where it has currently failed. The repairs include re-opening a blocked ditch system that channels water from the Running Spring Rd and terminates in Yaquina Bay. The re-habilitation of the ditch system will not impact the storm water outfall volumes into the Bay as this water is currently reaching the Bay via an alternate route (see Exhibit A)
- Not add any additional storm water runoff to the city of Newport's storm water infrastructure. The paved site will be constructed with a self-contained storm water management system that includes an in-sloped grade to an internal drain system, a detention pond, and a bio-swale settlement pond. See attached Exhibit B for detailed analysis of storm water system impacts.
- Be managed to a higher regulatory standard than current stormwater run-off within the City of Newport. The storm water design has been reviewed and accepted by the Oregon Department of Environmental Quality under the 1200Z permit standards. On-going maintenance and monitoring, and all resulting expenses, will be the responsibility of Teevin and the City of Newport will receive quarterly water quality inspection reports.
- Include the design and construction of a self-contained storm water management valued at approximately \$313,040.21. See attached Exhibit C for cost details.

In making our request we fully understand and appreciate the City's responsibility to maintain its standard of SDC enforcement so as to ensure equitable distribution of costs related to building and maintaining a complex storm water system. In reviewing

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RAINIER  
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DIKE ROAD  
RAINIER  
OREGON  
97048

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556-0410

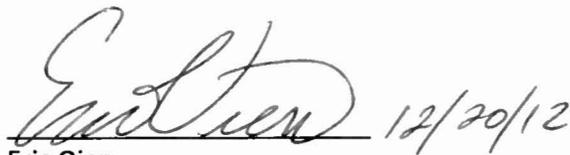
FAX  
(503)  
556-2805

WWW.  
TEEVIN BROS.  
COM

the City's published material on the subject it appears that the City has built its code around providing developers with a method to receive credits in the case of projects such as ours. According to section 5.8.3 of the City of Newport's DRAFT Public Infrastructure System Development Charge Methodology the city has the ability to consider the value of the a developer's improvement relative to the impact of the development and make concessions in cases where the improvements benefit the greater good of the system as a whole (See Exhibit D). We ask that the city consider our project in light of that methodology when evaluating our appeal.

In summary while it is fully our intent to be a good neighbor and partner with the City of Newport in ensuring that all infrastructure needs are adequately funded we would ask that our project be evaluated on the basis of the arguments presented above when determining the appropriate SDC to be levied. In light of the methodology outlined in section 5.8.3 of the City's infrastructure methodology, the positive impact our development will have on the existing storm water system, and the substantial cost of constructing a self contained storm water system we feel our contribution adequately fulfills our obligation to the City's stakeholders.

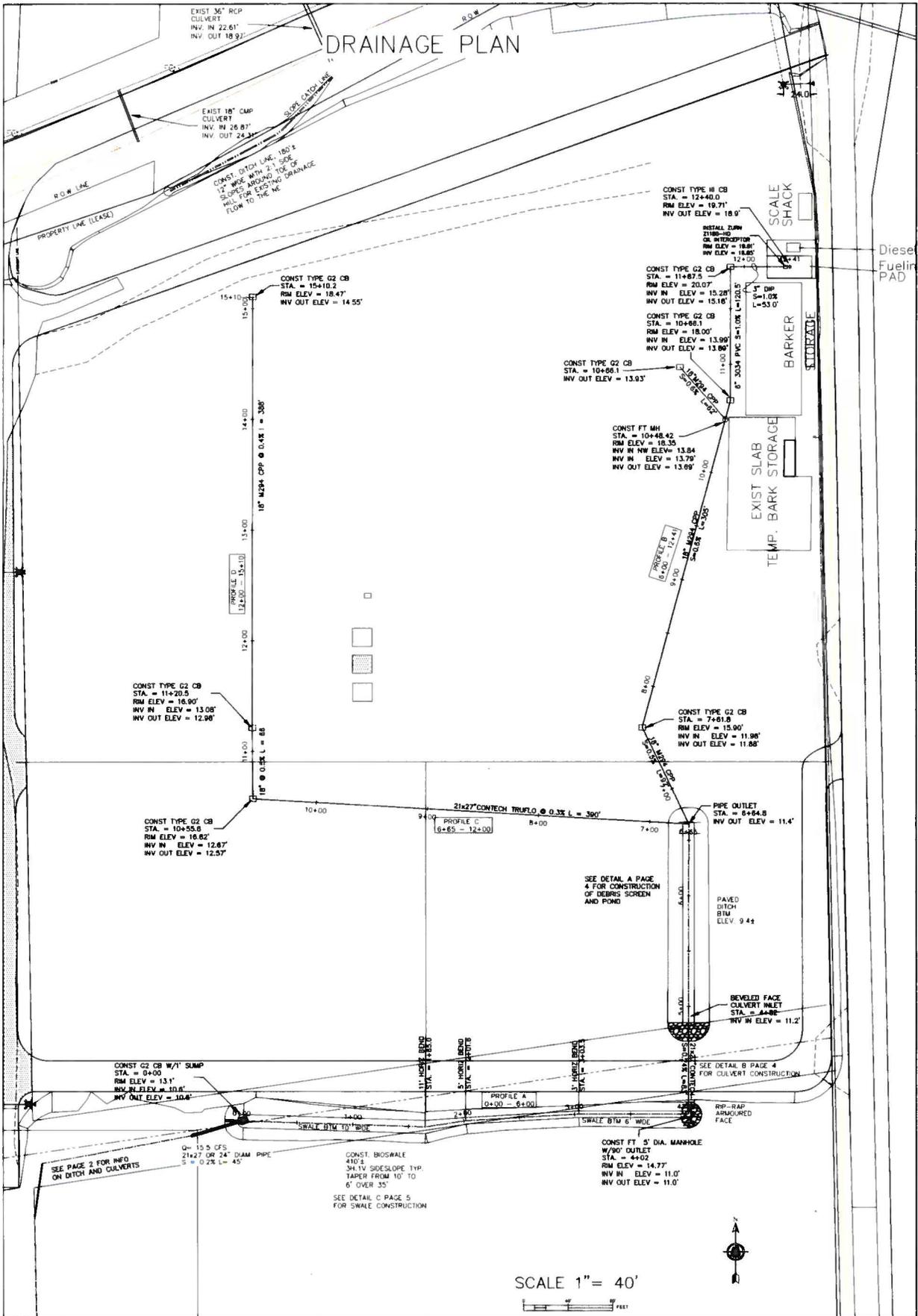
Sincerely,

A handwritten signature in cursive script, followed by the date "12/20/12". The signature is written over a horizontal line.

Eric Oien  
General Manager  
Teevin Brothers Land & Timber

**Exhibit A**

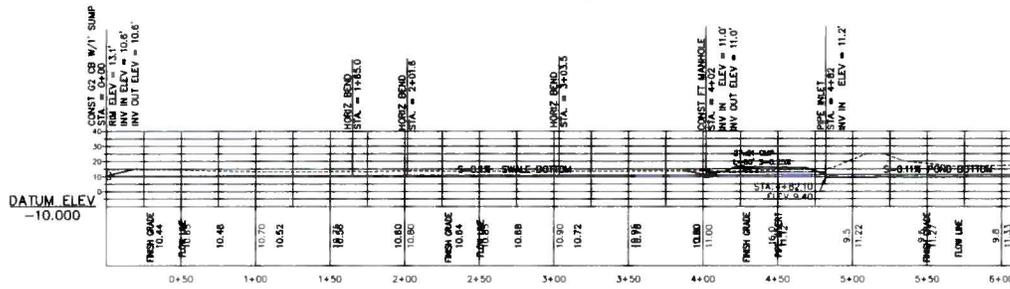
Stuntzner Engineering: "Drainage Plan and Main Drainage Profile"



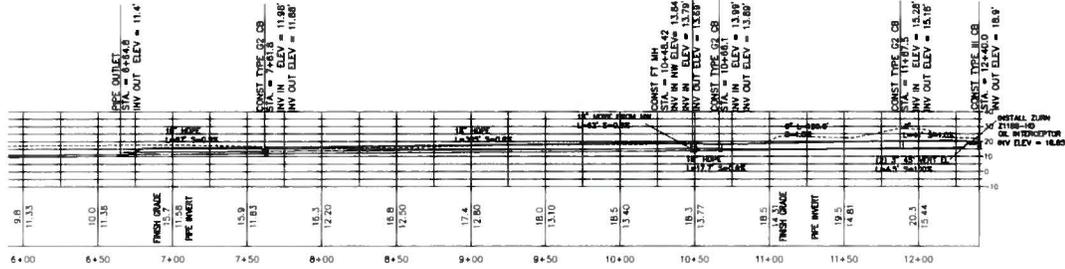
SCALE 1" = 40'

<p><b>Stuntzner Engineering &amp; Forestry, LLC</b> ENGINEERING • LAND SURVEYING • FORESTRY LAND PLANNING • WATER RIGHTS</p> <p>708 SOUTH 4TH STREET PHONE (541) 267-2872 P.O. BOX 118 FAX (541) 267-0588 COOS BAY, OREGON 97420 www.stuntzner.com</p>	<table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	REV	DATE	DESCRIPTION	BY													<p align="center"><b>STORM DRAINAGE PLAN</b></p> <p align="center"><b>TEEVIN BROS. LAND AND TIMBER LLC.</b></p> <p align="center">YAUQUINA BAY RD NEWPORT, OREGON</p>	<p>DESIGNED BY: RED CHECKED BY: MEK DATE: DEC 5 2012 DRAWN BY: TEEVIN BROS DWG NO: 12-100 SHEET 1 of 5</p>
	REV	DATE	DESCRIPTION	BY															
<p>SEE PAGE 2 FOR INFO ON DITCH AND CULVERTS</p> <p>CONST G2 CB W/1' SLUMP STA. = 0+00 RM ELEV = 13.1' INV. IN ELEV = 10.8' INV. OUT ELEV = 10.4'</p> <p>CONST. BIOSWALE 4:1 S SLOPES, TYP. TAPER FROM 10' TO 6' OVER 35'</p> <p>CONST FT 5' DIA. MANHOLE W/90' OUTLET STA. = 4+02 RM ELEV = 14.77 INV. IN ELEV = 11.0' INV. OUT ELEV = 11.0'</p>	<p>CONST TYPE G2 CB STA. = 10+55.6 RM ELEV = 16.82' INV. IN ELEV = 12.87' INV. OUT ELEV = 12.57'</p> <p>CONST TYPE G2 CB STA. = 11+20.5 RM ELEV = 16.90' INV. IN ELEV = 13.08' INV. OUT ELEV = 12.98'</p> <p>CONST TYPE G2 CB STA. = 15+10.2 RM ELEV = 18.47' INV. OUT ELEV = 14.55'</p> <p>CONST TYPE G2 CB STA. = 10+66.1 RM ELEV = 18.00' INV. IN ELEV = 13.99' INV. OUT ELEV = 13.93'</p> <p>CONST FT MH STA. = 10+48.42 RM ELEV = 18.35 INV. IN NW ELEV = 13.84 INV. IN ELEV = 13.79' INV. OUT ELEV = 13.69'</p> <p>CONST TYPE G2 CB STA. = 7+61.8 RM ELEV = 15.90' INV. IN ELEV = 11.98' INV. OUT ELEV = 11.88'</p> <p>CONST TYPE G2 CB STA. = 11+87.5 RM ELEV = 20.07' INV. IN ELEV = 15.28' INV. OUT ELEV = 15.16'</p> <p>CONST TYPE G2 CB STA. = 10+68.1 RM ELEV = 18.00' INV. IN ELEV = 13.99' INV. OUT ELEV = 13.96'</p> <p>CONST TYPE III CB STA. = 12+40.0 RM ELEV = 19.71' INV. OUT ELEV = 16.0'</p>	<p>SEE DETAIL A PAGE 4 FOR CONSTRUCTION OF DEBRIS SCREEN AND POND</p> <p>SEE DETAIL B PAGE 4 FOR CULVERT CONSTRUCTION</p> <p>SEE DETAIL C PAGE 5 FOR SWALE CONSTRUCTION</p>	<p>DESIGNED BY: RED CHECKED BY: MEK DATE: DEC 5 2012 DRAWN BY: TEEVIN BROS DWG NO: 12-100 SHEET 1 of 5</p>																

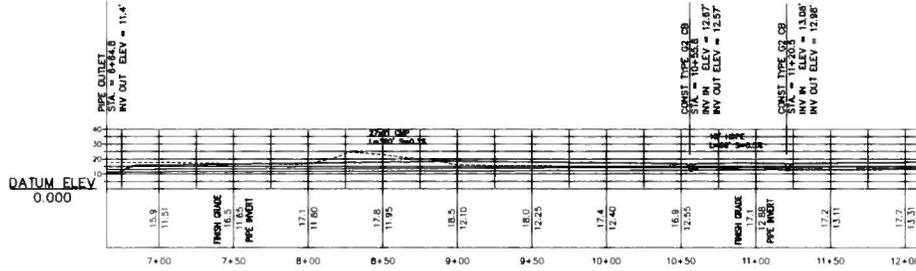
MAIN DRAINAGE PROFILE (A)  
SCALE 1"=40'



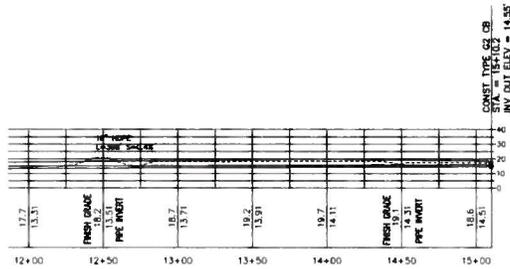
MAIN DRAINAGE PROFILE (B)



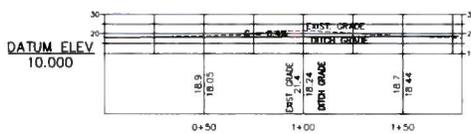
WEST DRAINAGE PROFILE (C)  
SCALE 1"=40'



WEST DRAINAGE PROFILE (D)



NORTH DITCH LINE PROFILE E  
SCALE 1"=30'



REV	DATE	DESCRIPTION	BY



**Exhibit B**

Stuntzner Engineering: "Stormwater Analysis Results For: Teevin Brothers Log Yard Project  
Newport, Oregon".



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FAX (541) 267-0588  
EMAIL: drewMiller@stuntzner.com  
705 South 4<sup>th</sup> Street – PO Box 118  
Coos Bay, Oregon 97420

COOS BAY • FOREST GROVE • DALLAS

## Stormwater Analysis Results For:

### Teevin Brothers Log Yard Project Newport, Oregon

The drainage system calculations and rainfall simulations were performed with EPA SWMM 5.0 (Storm Water Management Model). The design storms used in the model were developed by the SCS method and are consistent with the SCS Type IA Storm distribution.

Submitted by:

*Drew Miller*

Drew Miller, PE  
Stuntzner Engineering



*Exp. 12-31-12*

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## Stormwater Peak Flow Analysis Summary

### Design Storm(s):

10 Year, 3 Hour for Newport Oregon (TP40, USDC 1961):	2.4 Inches
25 Year, 3 Hour for Newport Oregon (TP40, USDC 1961):	2.9 Inches
Storm Distribution: SCS Type IA (3 Hour Distribution)	

### Analysis Model:

EPA SWMM 5.0 (Storm Water Management Model)

Pre and Post development conditions were input into the software along with the design storm information to produce peak flow estimates. Flow routing was computed by the kinematic wave method with 30 second time steps during the rainfall simulation period and subsequent drain out period (80 hours total).

### Results:

#### 10 Year, 3 Hour Storm Event

Pre Development Peak Flow: 9.8 cfs

Post Development Peak Flow: 10.0 cfs

#### 25 Year, 3 Hour Storm Event

Pre Development Peak Flow: 13.7 cfs

Post Development Peak Flow: 10.0 cfs

#### Existing 36" Culvert at Northeast corner of Property

10 Year, 3 Hour Storm Event: 38% of Max Capacity

25 Year, 3 Hour Storm Event: 43% of Max Capacity

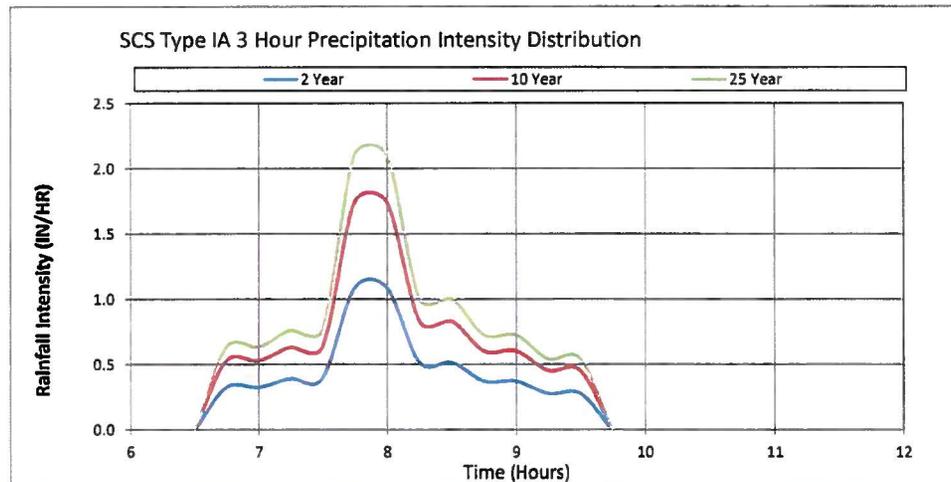
*This culvert is fed by approximately 30 acres of lightly developed land to the north of the county road.*

### Discussion:

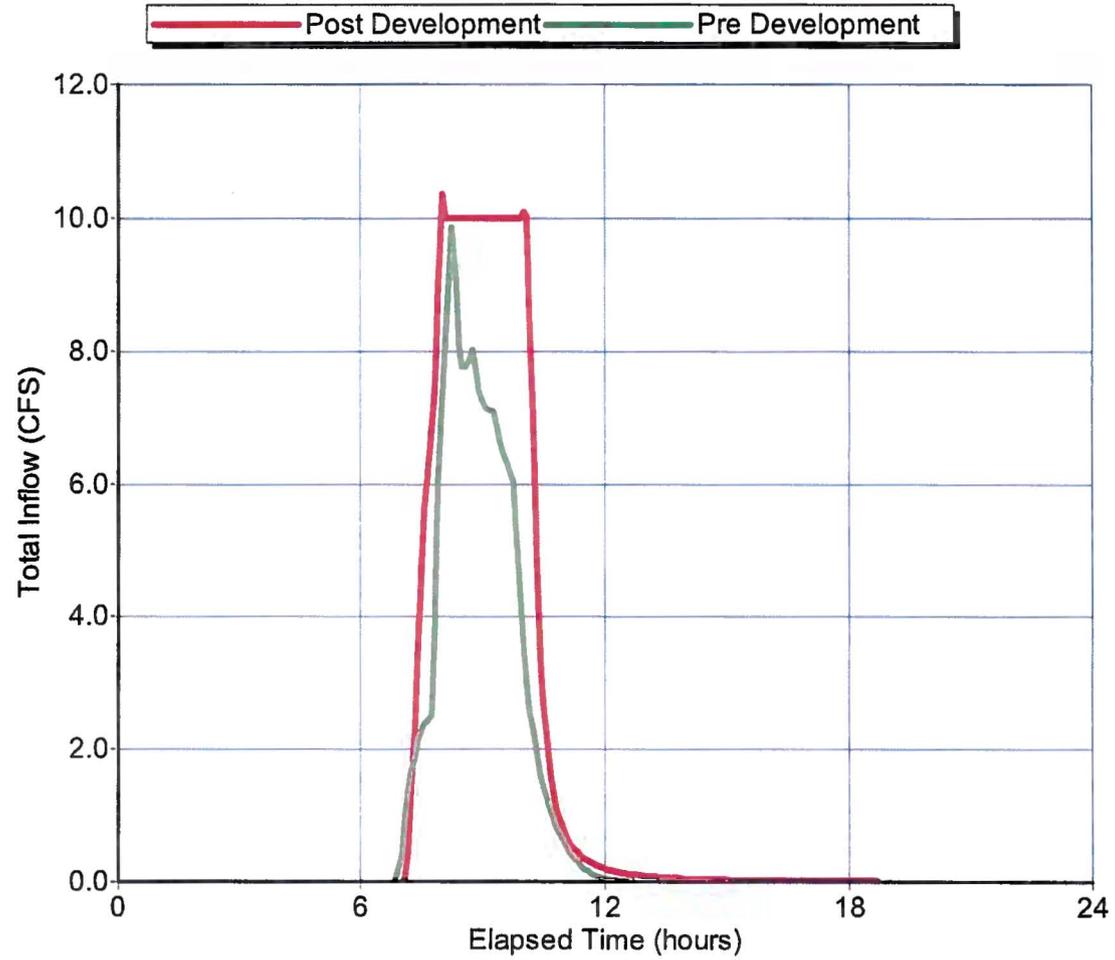
During both the 10 and 25 year events post development peak flows are limited to 10.0 cfs. The flow limiting component in the post development model is the 24" culvert exiting the Bio-Swale and feeding the existing drainage ditch system. The 24" culvert becomes inundated and surcharges the Bio-Swale for a short time during large storm events. During this time the Bio-Swale functions as a detention structure, attenuating the peak flow over a greater period of time. During the 25 year event the Bio-Swale experiences a flooding condition where the water level in the swale overtops its banks. The surrounding area flooded by the Bio-Swale naturally drains to the existing drainage ditches. Regarding the existing 36" culvert located in the Northeast corner of the proposed lease area. The capacity of the culvert is more than adequate to receive runoff from the approximately 30 acres of lightly developed land to the North of the county road. During the 25 Year event the culvert reached its peak flow at approximately 43% of maximum capacity.

**Newport**      2 YR      10 YR      25 YR  
 TP 40; 3 Hour Rainfall Depth (Inches)      1.5      2.4      2.9

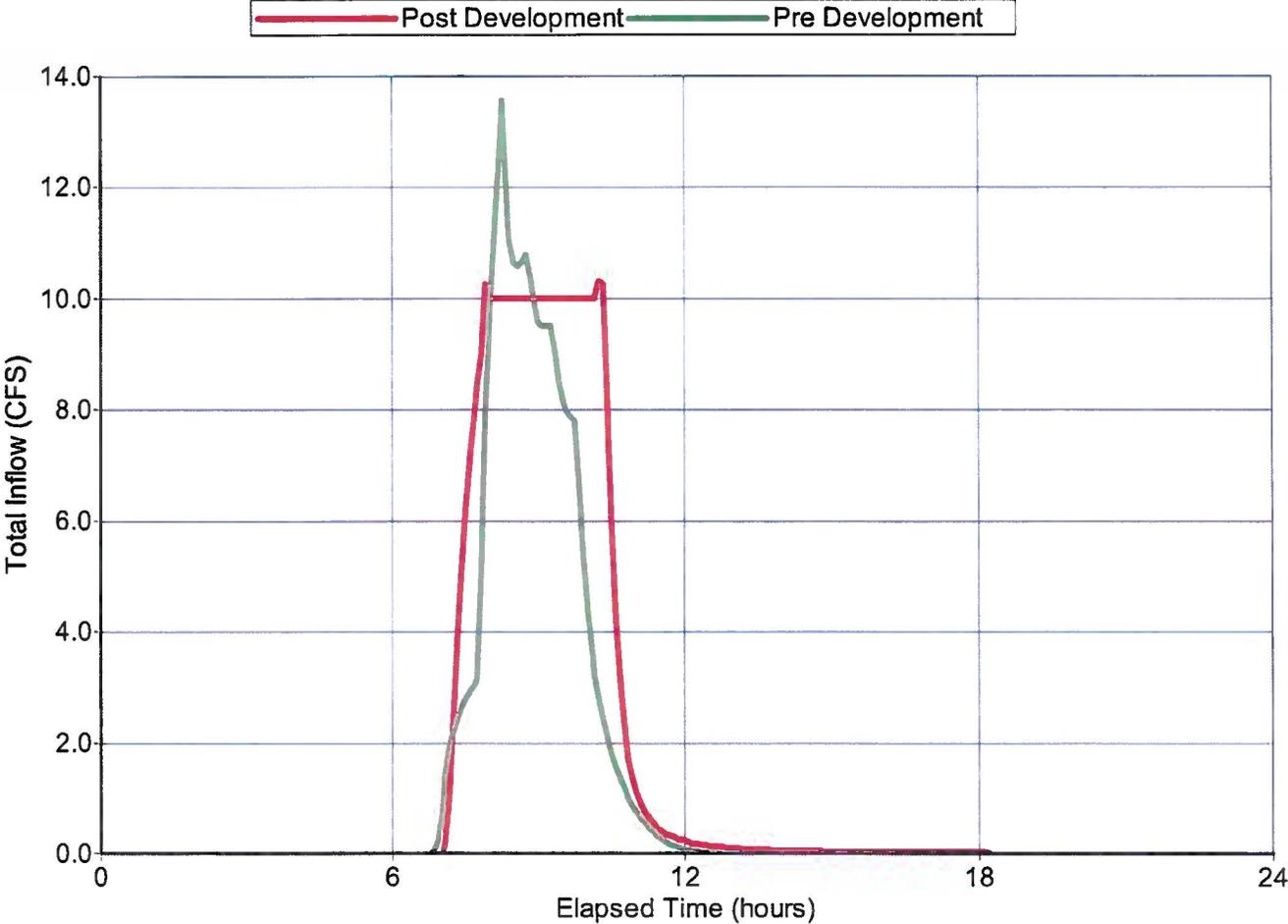
SCS Time (HR)	Type IA 24Hour Distribution Values	Type IA 3Hour Precipitation Distribution	2 YR (inches)	10 YR (inches)	25 YR (inches)	Type IA Incremental Precip	2 YR (inch/hr)	10 YR (inch/hr)	25 YR (inch/hr)
6.50	0.233	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00
6.75	0.251	0.06	0.08	0.13	0.16	6%	0.33	0.53	0.64
7.00	0.268	0.11	0.17	0.28	0.32	6%	0.33	0.53	0.64
7.25	0.289	0.18	0.28	0.42	0.51	7%	0.40	0.64	0.77
7.50	0.310	0.24	0.36	0.58	0.70	7%	0.40	0.64	0.77
7.75	0.368	0.42	0.64	1.02	1.23	18%	1.09	1.74	2.10
8.00	0.425	0.61	0.91	1.45	1.76	18%	1.09	1.74	2.10
8.25	0.453	0.69	1.04	1.68	2.01	9%	0.52	0.83	1.01
8.50	0.480	0.78	1.17	1.87	2.28	9%	0.52	0.83	1.01
8.75	0.500	0.84	1.26	2.02	2.44	6%	0.38	0.61	0.73
9.00	0.520	0.91	1.36	2.17	2.63	6%	0.38	0.61	0.73
9.25	0.535	0.95	1.43	2.29	2.76	5%	0.28	0.45	0.55
9.50	0.550	1.00	1.50	2.40	2.90	5%	0.28	0.45	0.55
9.75	0.550	1.00	1.50	2.40	2.90	0%	0.00	0.00	0.00



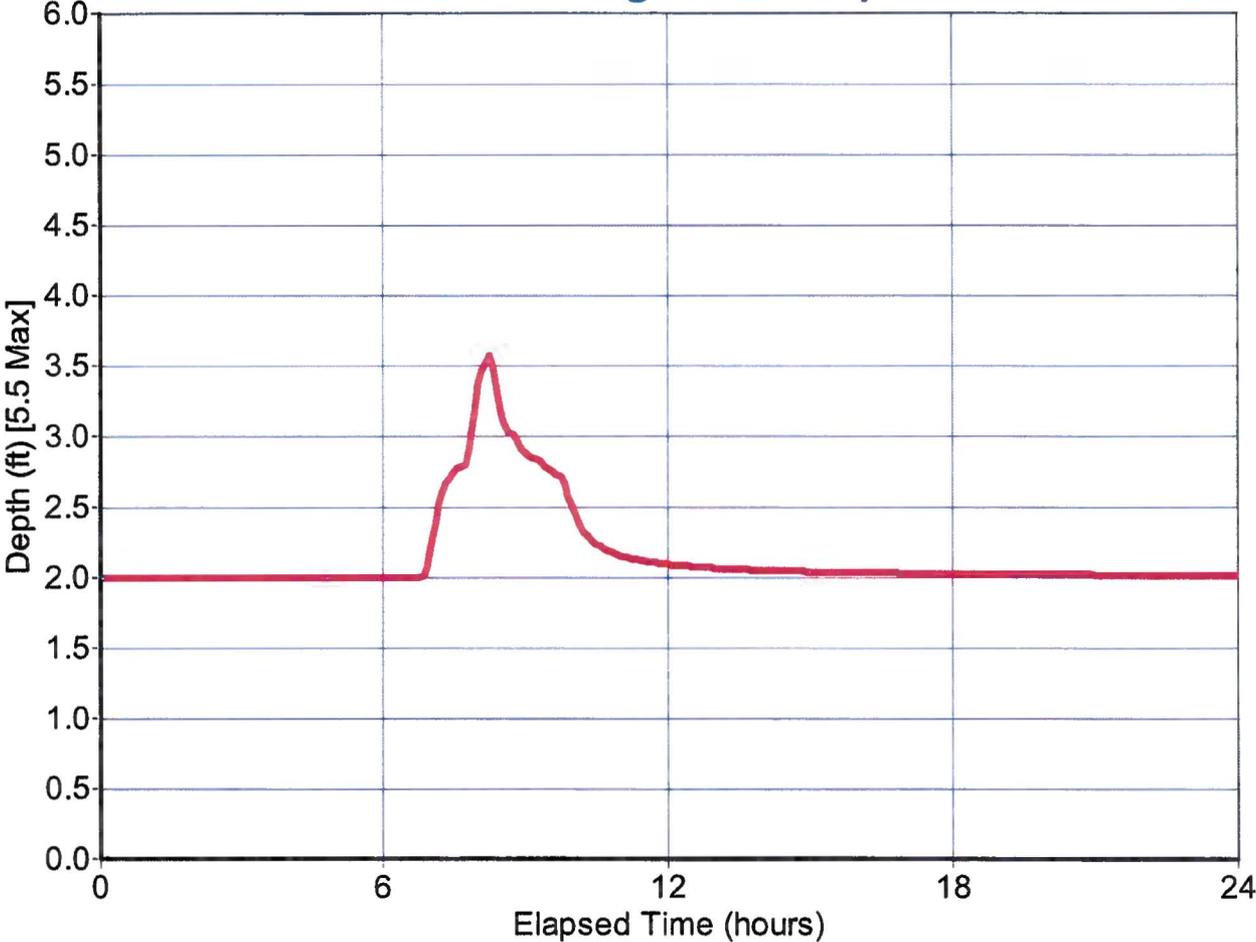
### 10 Year, 3 Hour Storm Peak Discharge



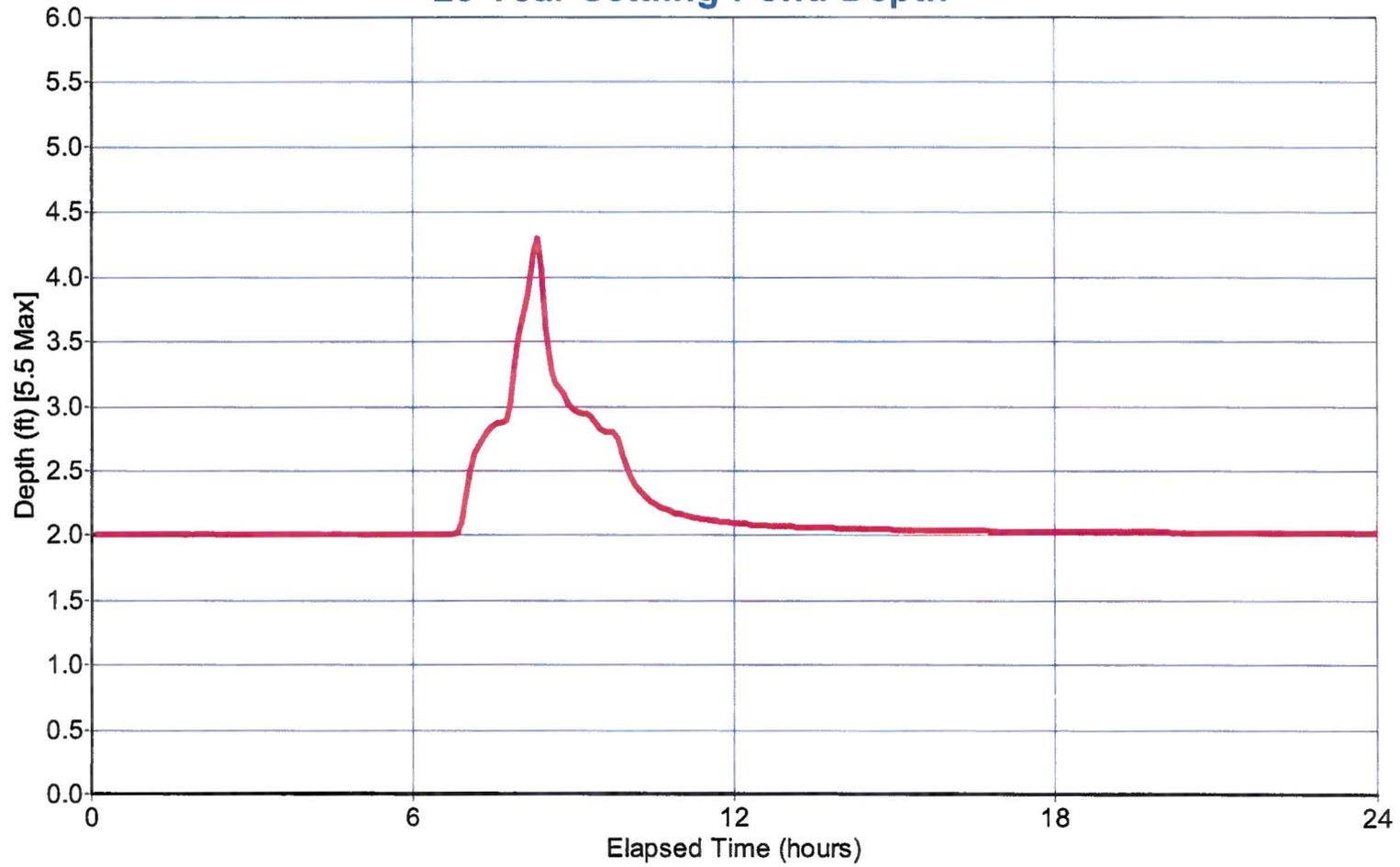
### 25 Year, 3 Hour Storm Peak Discharge



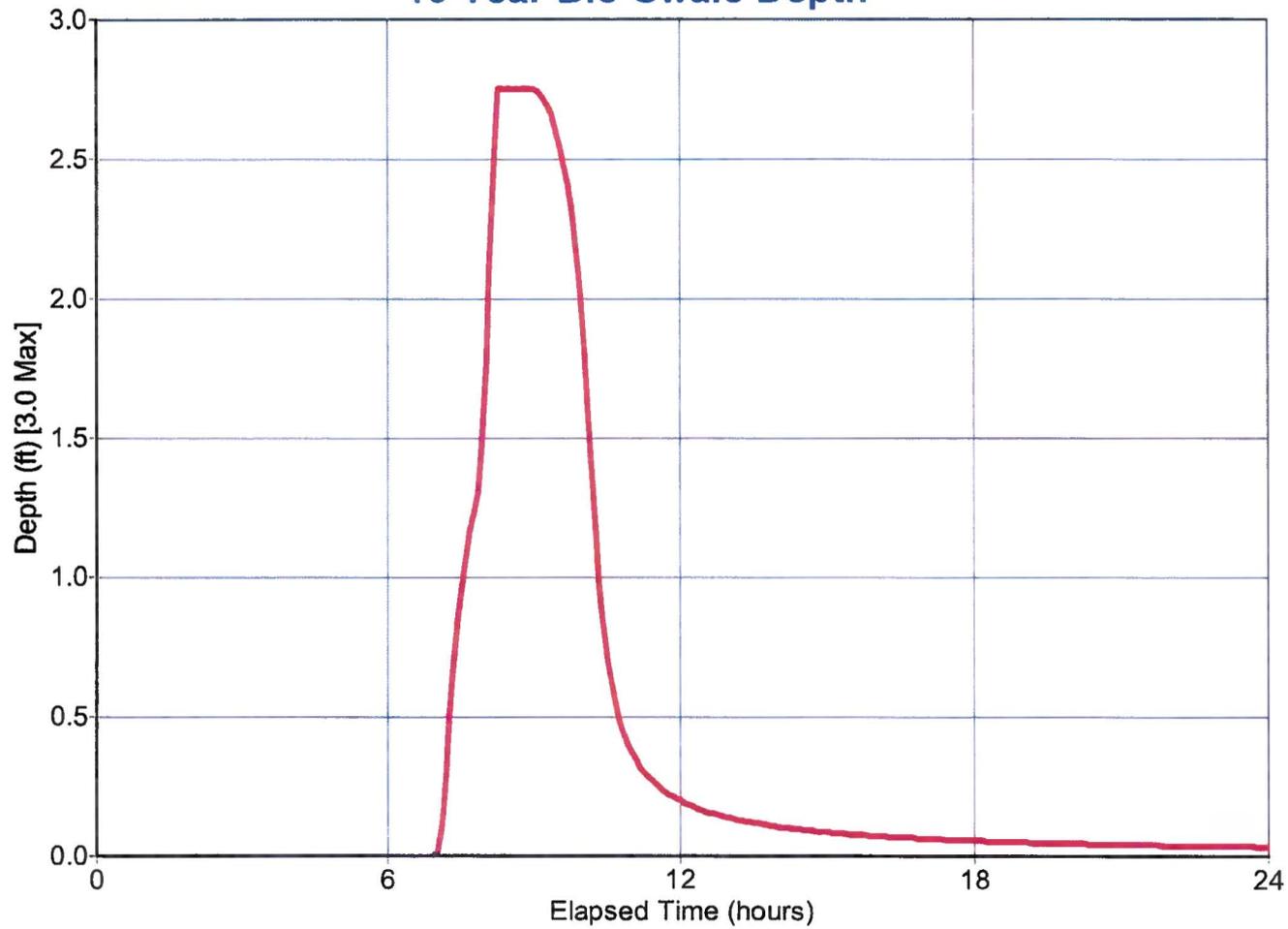
### 10 Year Settling Pond Depth



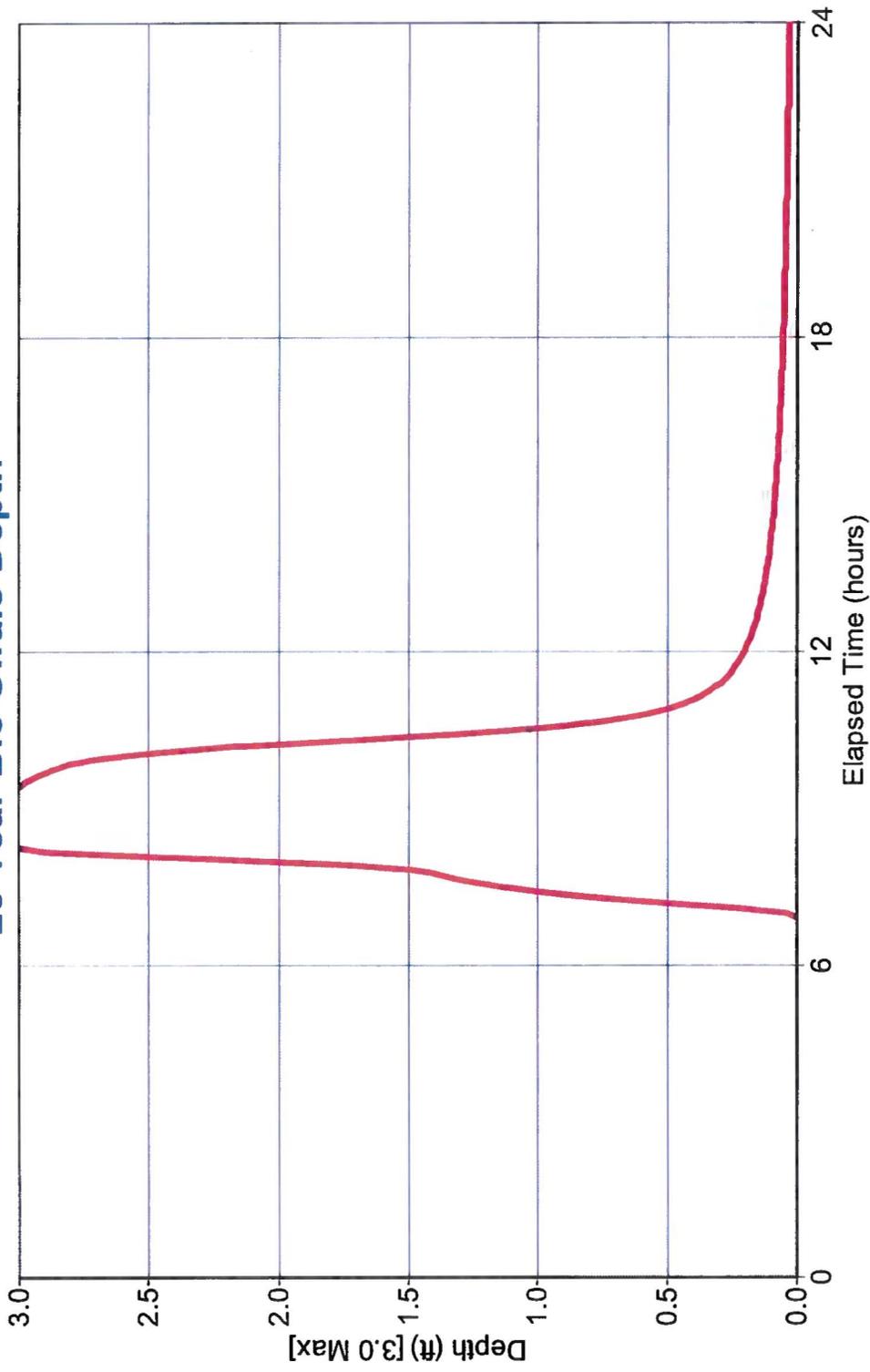
### 25 Year Settling Pond Depth



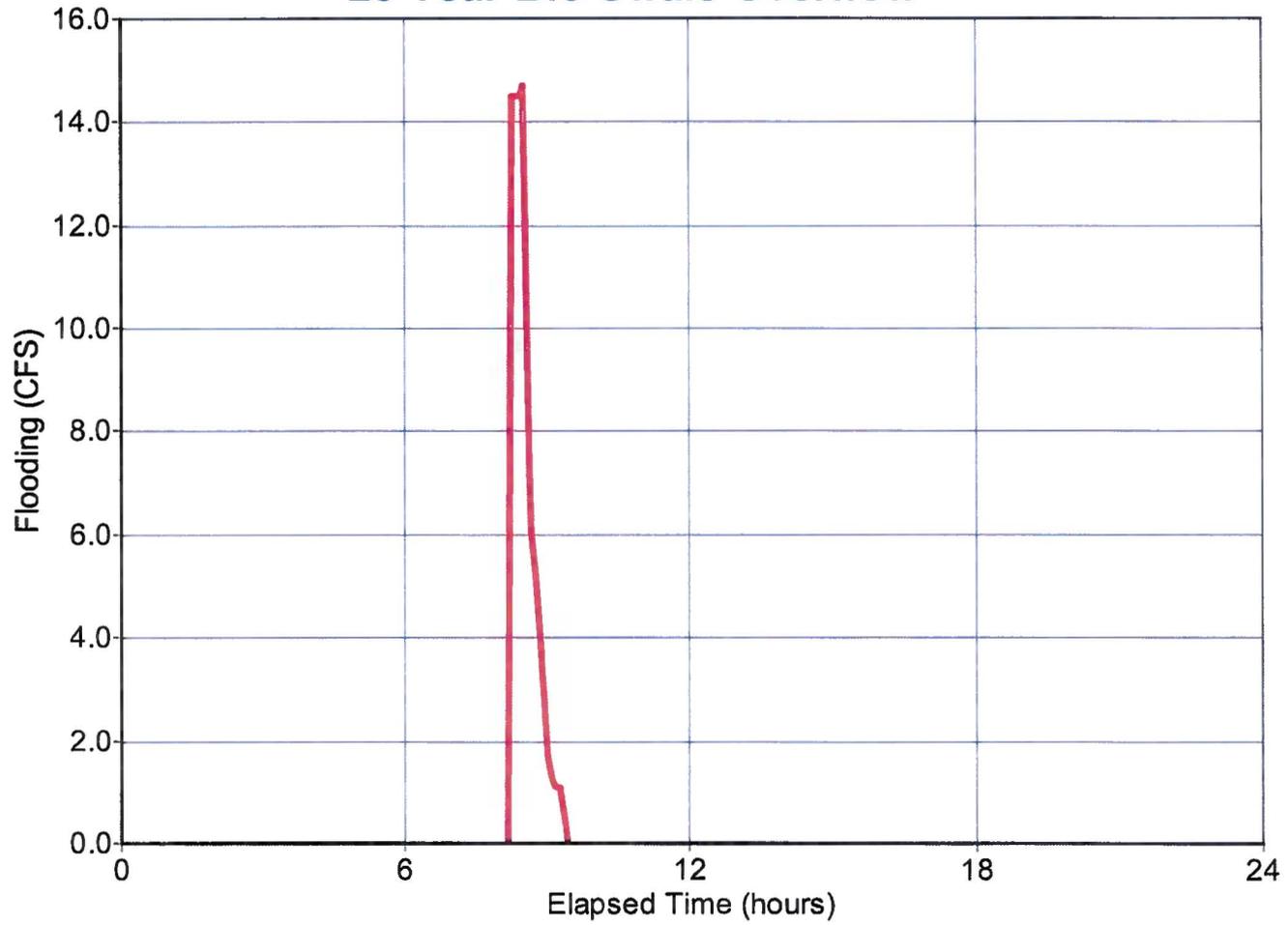
### 10 Year Bio Swale Depth



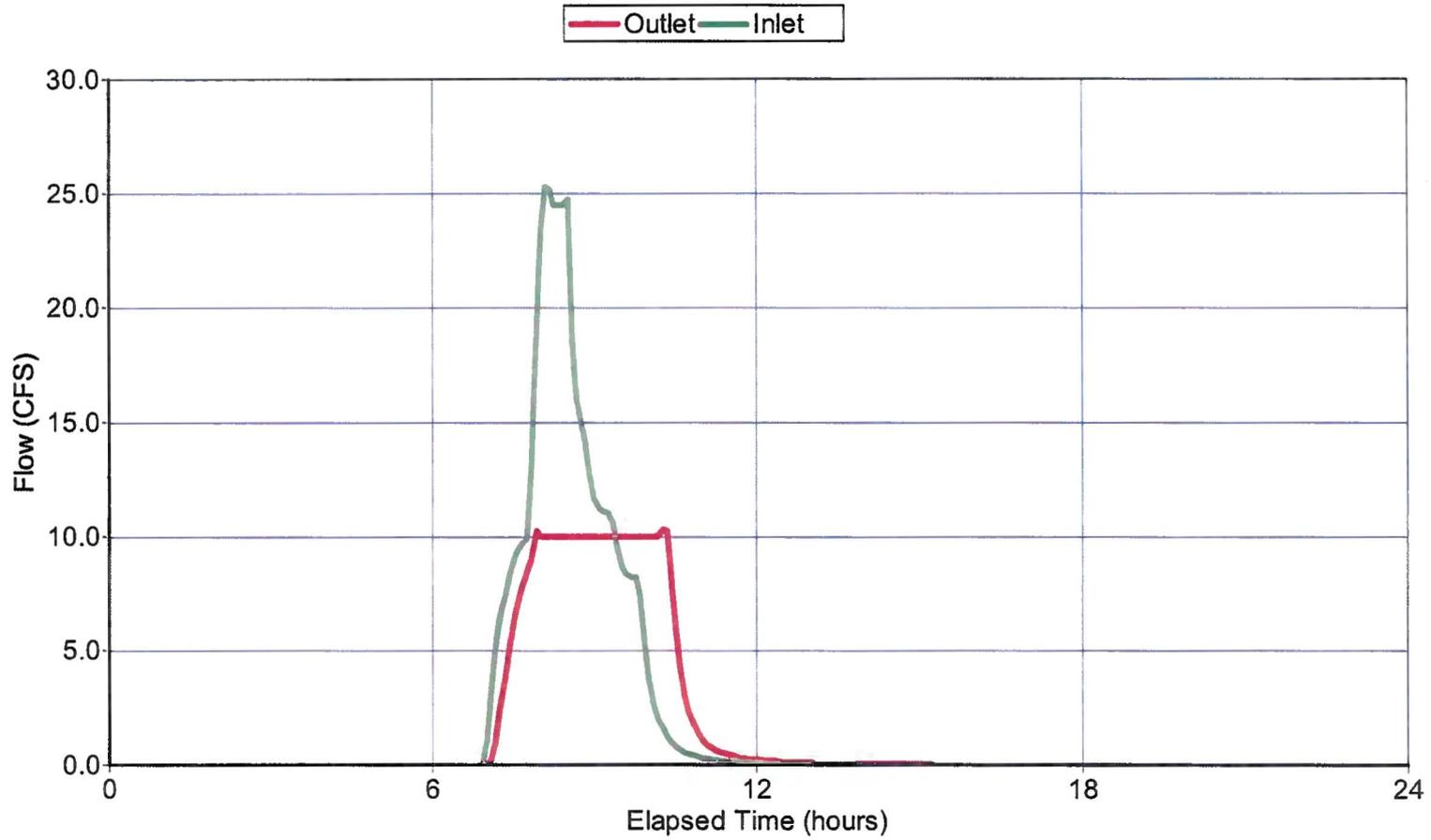
### 25 Year Bio Swale Depth



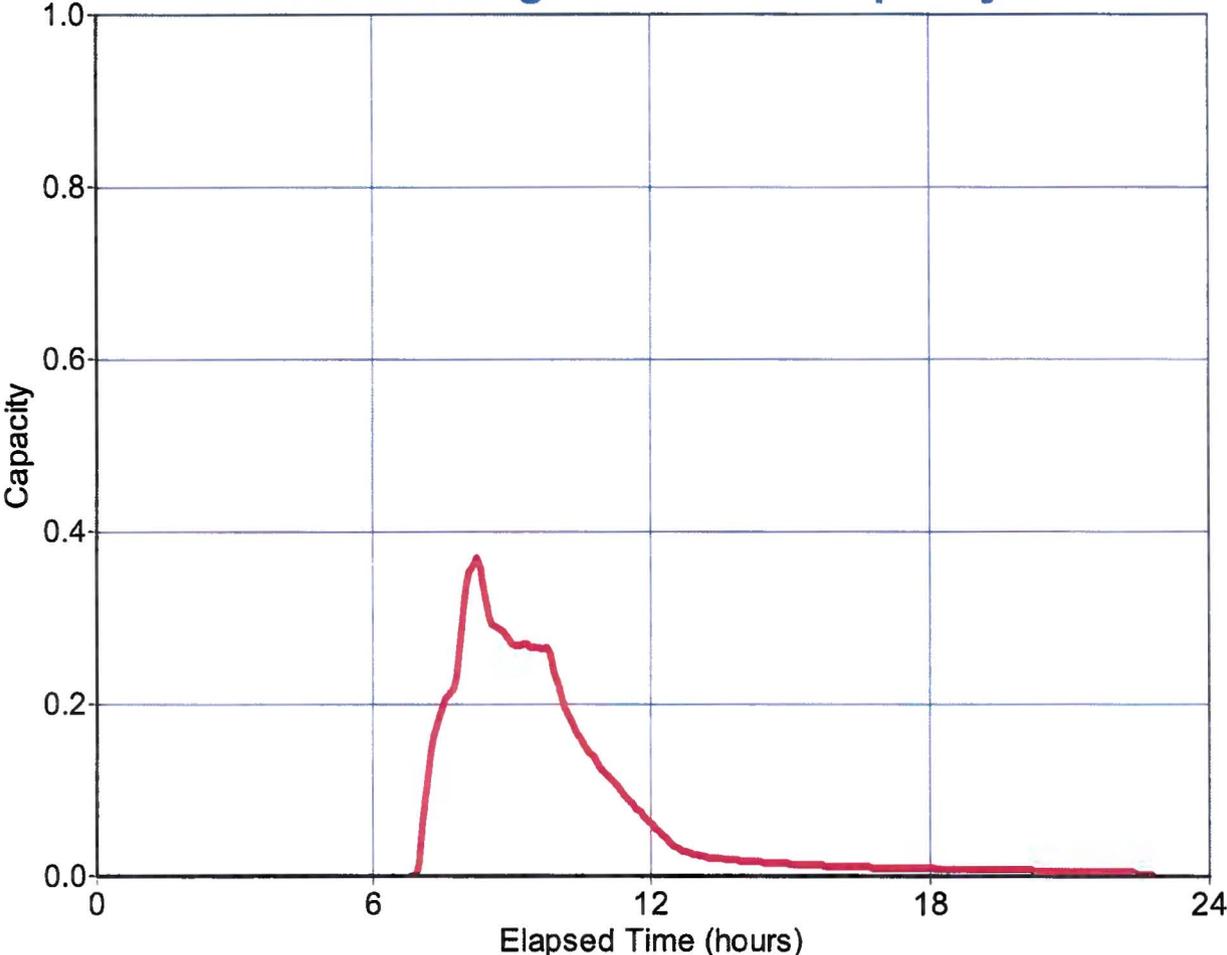
### 25 Year Bio Swale Overflow



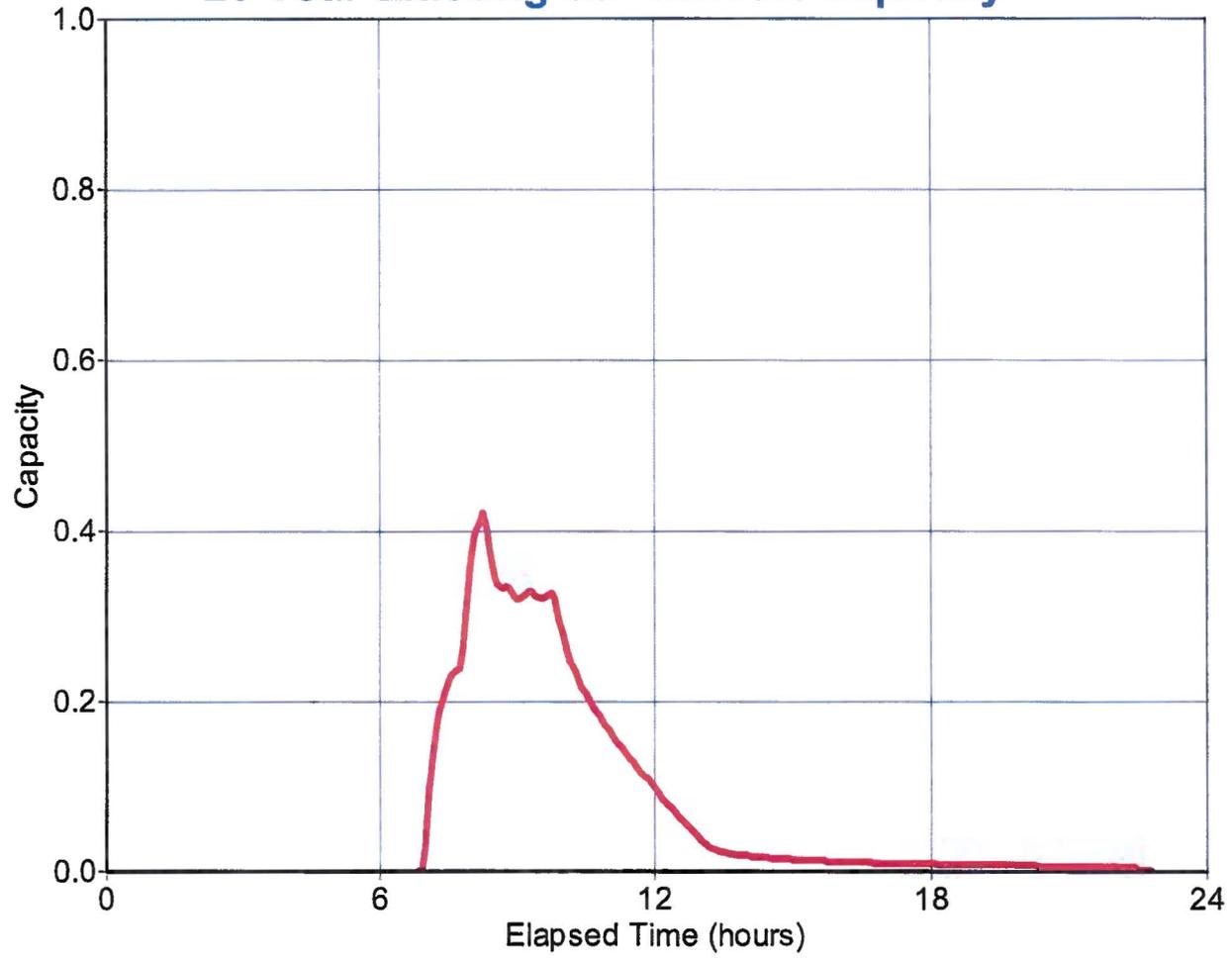
### 25 Year Bio Swale Inlet/Outlet Flow



### 10 Year Existing 36" Culvert Capacity



### 25 Year Existing 36" Culvert Capacity



**Exhibit C**

<b>Storm System Construction Items</b>	<b>Cost</b>
<b>Asphalt Swale Construction (in yard) with trash rack</b>	<b>\$ 70,565.61</b>
<b>Bioswale Construction</b>	<b>\$ 33,585.60</b>
<b>Drain Pipe Install and Backfill</b>	<b>\$ 186,524.00</b>
<b>8' 60" manhole and instalation</b>	<b>\$ 6,615.00</b>
<b>G2 Catch Basin and Installation</b>	<b>\$ 15,750.00</b>
<b>Total</b>	<b>\$ 313,040.21</b>

## Exhibit D

### City of Newport-Public Infrastructure System Development Charge Methodology

#### 5.8.3

"In some cases, credits may be appropriate for development that incorporates improvements that are designed to reduce the impact of increased drainage on the stormwater system. These measures include construction of cisterns, detention facilities, pervious surface technology, and other efforts designed to reduce runoff from a developed property".

"In each case, the City would be required to review proposed mitigation measures and determine an appropriate SDC credit for impervious surface reduction..."



December 17, 2012  
Noon  
Newport, Oregon

## CITY COUNCIL WORK SESSION

Councilors present: McConnell, Brusselback, Beemer, Roumagoux, Allen, Sawyer, and Bertuleit. Also present where council elects Swanson and Busby.

Staff present: Voetberg, Morris, and Tokos.

Media present: Rick Beasley, Newport News-Times and Dave Morgan, News Lincoln County.

McConnell called the meeting to order and roll was taken.

MOTION was made by Bertuleit, seconded by Beemer, that Council enter executive session pursuant to ORS 192.660(2)(e), to discuss real property transactions, and ORS 192.660(2)(i), performance evaluation of the City Manager. The motion carried unanimously in a voice vote, and Council entered executive session at 12:01 P.M.

Having no further discussion, the meeting adjourned at 1:56 P.M.



December 17 2012  
6:00 P.M.  
Newport, Oregon

The City Council of the City of Newport met on the above date in the Council Chambers of the Newport City Hall. On roll call, Beemer, Allen, Bertuleit, Brusselback, McConnell, Roumagoux, and Sawyer were present.

Staff present was City Manager Voetberg, Executive Assistant Morris, Community Development Director Tokos, Public Works Director Gross, Parks and Recreation Director Protiva, Police Chief Miranda, Fire Chief Paige, and Finance Director Marshall.

### **PUBLIC COMMENT**

Lola Jones, from Samaritan House, presented a plaque in recognition of funds received from the Non-profit Funding Task Force. Jones explained this allowed them to fund a position for a case manager.

Lloyd "Oly" Olson presented concerns regarding recent log truck traffic on John Moore Dr. and Bay Blvd. He was concerned that a public hearing has not been held in regards to what he believes is now a truck route. Brusselback noted that the task force has publicly noticed meetings, and asked Olson if he felt that was an appropriate setting to voice his concerns. Olson indicated that the task force meetings are not the right setting to discuss quality of life issues. Allen noted that the task force is currently looking at short term solutions, but they will begin to look at long term issues in upcoming meetings. Allen believes that the public hearing process is a good idea in this case. Roumagoux would like to see the Port of Newport as a partner in discussions of this kind. Allen noted he would like for the traffic impact analysis to come back before this meeting occurs so that the task force can review it.

Jackie Trahan spoke about her concerns with recent log truck traffic on John Moore Dr. and Bay Boulevard, and how this affects her quality of life. She would like to request a public hearing and a geological survey on how this will affect her property.

Patricia Patrick representing Dolphin Real Estate had questions regarding the new water bills. Patrick presented questions regarding due dates on the new bills. Marshall will follow-up with Patrick tomorrow with an answer on the dates. Patrick also presented concerns referencing an email sent regarding the business license code. There have been no revisions, and she states that the City Manager issued a policy that is what she believes to be selective enforcement and discrimination against certain businesses. Voetberg stated the issue Patrick is referring to is in regards to the Embarcadero property and how the business licenses were issued for these units. He stated the Embarcadero was issued a hotel business license, not a license on a per unit basis. Patrick states that she felt they should be treated as individual units. McConnell asked questions regarding the administrative rules for business license enforcement. Allen

noted that in the administrative rules it states that the Council should have been informed of this decision. He would like to have the City Attorney look at this issue for the next council meeting.

## CONSENT CALENDAR

The consent calendar consisted of the following items:

- A. Approval of Work Session and City Council meeting minutes from November 19, 2012;
- B. Report of accounts paid for November 2012.

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

## OFFICER'S REPORTS

**Mayor's Report.** McConnell stated that he has been attending several meetings and Roumagoux has been joining him so that there will be a smooth transition. He thanked Morris for putting together the City Employee Awards celebration.

**City Manager's Report.** Voetberg reported that the updated suggestion/concern/complaint report is included in the packet as well as are the departmental monthly reports.

Voetberg also included information from OCCC, and an update on the complaint regarding the Carpenter hedge, and the nomination sheets for the CWACT committee. Roumgoux will take McConnell's place and Sawyer will continue to serve on the committee.

Voetberg noted that the Fire department has established the structure and general responsibilities on the development of the Central Coast Fire Authority. He also noted that the Fire Department purchased a brush engine for \$175.

Voetberg stated that they have had to hire a new wastewater employee due to the amount of sludge that is being created. This will take the plant from one shift to two shifts to meet the needs of the plant. Gross noted that they are working on long term plans for the plant to handle capacity issues.

Voetberg announced that he has been appointed to be on the board of directors for the Oregon City Manager's Association to represent the coastal communities.

McConnell asked about the SOS fund on the new bills. Marshall stated that the SOS fund has been implemented. Voetberg stated the method of distribution for SOS funds is still being worked out.

Miranda addressed the Council regarding the recent school shooting on the east coast. He has met with the local school principles, and reminded Council there has been "target hardening" of the schools, allowing them to be locked down immediately if necessary. He noted that the School District has a plan, and they practice this plan to help minimize any damages that could occur. Everyone being prepared is crucial, per Miranda. Sawyer asked that there be an active shooter training for all City Hall staff.

## PROCLAMATION

McConnell proclaimed December 14, 2012, as Arbor Day in the City of Newport. Ed Simon briefed the Council on the application process and accepted the proclamation.

## PRESENTATIONS

**Tree City USA.** Ed Simon presented the application for Tree City USA to the Council. He stated that Nancy Steinberg will serve as the Tree City USA representative, but was unable to attend tonight's meeting. Simon noted that the City has met all the appropriate requirements to be designated as a Tree City.

**Yaquina Bay Ocean Observation Initiative.** John Lavrakas presented on the groups behalf. He briefed the Council on the background of YBOOI. He presented a request for funding, in the amount of \$5,000, for an Ocean Observing Conference. Allen noted that tourism promotion is not the same as economic development, and the room tax funds may not be able to be used for this type of conference. Lavrakas said they approached Destination Newport and were not successful in receiving grant funds. Allen asked if they had approached any other local jurisdictions for funding for this conference so that it would be a partnership venture. McConnell proposed that the Council fund \$3,000 if the City of Toledo will contribute \$2,000 to the conference, Roumagoux and Sawyer agreed. MOTION was made by Beemer, seconded by Roumagoux, to authorize the City Manager to grant \$3,000 to YBOOI from the general fund. The motion carried unanimously in a voice vote.

**Community Microenterprise Program.** Guy Faust presented a report on the 2011 activities of the Microenterprise program. He also requested funding for the next fiscal year. He stated that funding from the City helps with the advising and follow-up tutoring for students.

**Ad Hoc Wayfinding Committee Report.** Wendy Ingler presented on behalf of the wayfinding committee the current status of the group. She would like to make this ad hoc committee a standing committee, as it is the only ad hoc committee currently. McConnell stated that the City needs to find a way to communicate between the committee and City staff better. He also noted that this may be a committee that only needs to meet quarterly. McConnell requested that the committee discuss how this group could become more permanent at their next meeting. Gross updated the Council on the wayfinding budget for the year.

**Audit Report.** Marshall presented the audit committee report to the Council. He highlighted that there needs to be more governmental involvement in periodic financial reviews. He stated this could be accomplished through better goals and presentations in more detail to the Council on a regular basis. McConnell noted that it may be beneficial to highlight one department each month. Allen asked when the full audit report will be completed. Marshall stated that the report will be finished by December 31<sup>st</sup> but unsure when it will be ready to present to the Council.

**Request by Councilor Sawyer Regarding Reno Lawsuit.** Sawyer asked questions regarding an email via Allen whether the Reno settlement needed to be approved by the Council. He stated that two options were presented by the attorney; to either deem it a personnel issue, or have the Council ratify the agreement, via a resolution. Allen abstained from the discussion. Sawyer would like the Council to draft a resolution regarding this matter. Voetberg stated that this was not his interpretation of the attorney's recommendations. He presented concerns that the negotiations were not done by the City's attorney but by CIS and this may cause future issues. Brusselback stated that he agreed with the attorney's first recommendation that the Council needs to do nothing regarding this matter. Sawyer asked where the settlement monies were budgeted. Voetberg stated that the money would come from the Airport Fund. Sawyer asked if this was the reason the Airport Director position had not been filled. Voetberg stated that the two decisions were not related. Brusselback stated that a motion of this nature could be seen as crossing the line of the administrative functions of the City. MOTION was made by Sawyer, seconded by Bertuleit, to direct staff to draft a resolution to ratify the Reno lawsuit settlement. The motion did not pass with Bertuleit and Sawyer voting in favor, Beemer, McConnell, Roumagoux, and Brusselback voting opposed, and Allen abstaining.

Allen asked how this could be done from a budgetary stand point. Marshall stated that the monies will come out of the Airport operations cost center appropriation. He also stated that the Council only allocates monies to the cost centers, and it is the City Manager's responsibility to make sure these cost centers are not overrun. He noted that this action will not overrun the cost center, so it is within his spending authority. McConnell asked if this would still leave monies available for temporary help when needed in the summer. Voetberg stated that there will still be funds available for extra help.

## **ACTION ITEMS**

**Consideration of Automatic Aid Agreement with Seal Rock Fire District.** Paige reported that the issue before council is to formalize an automatic aid agreement with Seal Rock Fire District. MOTION was made by Beemer, seconded by Allen, to authorize the City Manager to sign an automatic aid agreement with Seal Rock Fire District on behalf of the City of Newport. The motion carried unanimously in a voice vote.

**Consideration of Resolution No. 3618 Regarding Annual SDC Fee Adjustment.** Tokos reported that the issue before Council is consideration of a resolution adjusting water, wastewater, stormwater, transportation and parks System Development Charge rates based on the difference in construction costs included in the Construction Cost Index published in the Engineering News Record. Consistent with Council Resolution No. 3579, adjustments are calculated using the most recent Cost Index available as of November 1, 2012 and will become effective January 1, 2013. Water SDC rates are significantly higher than they were when the last construction cost adjustment was adopted. This is due to a mid-year change that the Council made to the Water SDC capital improvements project list, adding back three projects that had been removed because it was thought at the time that alternative funding would be sufficient to finance the work (Council Resolution No. 3597). The Water SDC fee is still less than the fee

imposed in 2008, when the projects were last listed as SDC eligible. MOTION was made by Beemer, seconded by Roumagoux, to adopt Resolution No. 3618, amending the City of Newport SDC rates to reflect annual changes in construction costs. The motion carried unanimously in a voice vote.

**Discussion and Potential Action on A Recommendation from the Planning Commission Regarding the Territorial Sea Planning Process.** Allen noted that he attended the last OPAC meeting and he will abstain from this discussion because he will be a discussion maker in that process. McConnell noted that he attended the PMEC meeting and the drafted letter is a reflection of the opinion of the local fisherman. MOTION was made by Roumagoux, seconded by Sawyer, to authorize the Mayor to sign a letter on behalf of the City Council, supporting the siting of the PMEC facility off the coast of Newport and to express the City's desire that future wave energy deployments off the coast of the County be limited to research related endeavors of this nature. The motion carried unanimously in a voice vote with Allen abstaining.

**Consideration of Support of Community Microenterprise Program.** Voetberg reported that the issue before Council is continued support for the Microenterprise Program, including financial support in the amount of \$7,500. He noted that funding will come out of next year's budget. MOTION was made by Beemer, seconded by Bertuleit, to continue to support the Regional Microenterprise Program by authorizing the City Manager to sign an agreement for the City to participate in the formation of a Regional Microenterprise Program, and to direct staff to include \$7,500 in the FY 13/14 budget document for Budget Committee and Council consideration. The motion carried unanimously in a voice vote.

**Consideration of Canvass of Ballots of November 6, 2012 Municipal Election.** Voetberg reported that the issue before Council is post-election housekeeping, and includes the approval of the canvass of the ballots of the November 6, 2012 election. Once the approval is confirmed by motion, the Mayor will issue a proclamation declaring the election of a Mayor and three Councilors. MOTION was made by Allen, seconded by Beemer, to approve the canvass of the ballots of the November 6, 2012, election at which a Mayor and three Councilors were elected. The motion carried unanimously in a voice vote.

McConnell proclaimed the general election held November 6, 2012 as follows:

- Sandra Roumagoux was elected Mayor for a two-year term beginning January 7, 2013
- Laura Swanson was elected to the City Council for a four-year term beginning January 7, 2013.
- Dean Sawyer was elected to the City Council for a four-year term beginning January 7, 2013.
- Ralph Busby was elected to the City Council for a four-year term beginning January 7, 2013.

## **COUNCIL REPORTS AND COMMENTS**

Allen reported that he had attended the P MEC site selection team meeting and the group will be forwarding recommendations on sites at their next gathering. He attended the Planning Commission meeting last week to update the group on the status of the Territorial Sea Plan. He also attended the Portland State Local Government workshop and will brief the Council on this at the first meeting in January. Allen participated in a FINE meeting where they discussed the future of OCZMA. He also attended the Retirement Trustees meeting this month.

Beemer attended several meetings on the collaborations for the participating fire departments. He will attend a meeting on January 24<sup>th</sup> to discuss the organization of the fire departments, and noted the entire Council and all the fire boards are invited.

Bertuleit reported he attended the airport committee meeting and discussed upcoming improvements to the drainage of the runways.

Sawyer reported that he had attended the COG meeting and they discussed the status of the Hwy 20 project, as well as the state gas tax fund. The loss in revenue to gas tax will directly affect ODOT's maintenance budget. He noted that there is a new regional bus service, Northwest Connector, which takes passengers to the northwest corner of the state. Sawyer also attended the Destination Newport Committee meeting where they decided to purchase billboards and television commercials in select markets. He noted that Charter Cable will be moving strictly to digital television and will not be offering analog any longer.

Roumagoux reported that she has attended several meetings with McConnell to introduce herself. She attended the YBEF meeting, where proposed new OMSI and Hatfield Marine Science Center projects were discussed. McConnell and she also met with the OMSI team to ask when we might expect a facility in Newport. They said they were aiming for spring of 2016.

Brusselback had no report.

## **PUBLIC COMMENT**

Bill Bain noted that there will be an OTC meeting coming up regarding the Hwy 20 program. He encouraged the Council to attend and speak in favor of the completion of the Hwy 20 program, and how important it is to the economic development of the area.

## **ADJOURNMENT**

Having no further business, the meeting adjourned at 9:05 P.M.

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Nicole Morris, Executive Assistant

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Mark McConnell, Mayor

**From:** <[CommitteeApp@newportoregon.gov](mailto:CommitteeApp@newportoregon.gov)>  
**Date:** December 26, 2012, 9:54:03 PM MST  
**To:** <[n.clark@newportoregon.gov](mailto:n.clark@newportoregon.gov)>, <[p.hawker@newportoregon.gov](mailto:p.hawker@newportoregon.gov)>  
**Cc:** <[z.slumis@yahoo.jp](mailto:z.slumis@yahoo.jp)>  
**Subject:** Committee Application

Application for City Council - Email Application  
Date: 12/26/2012  
Commission/Committee of Interest: 0.461538461538462  
Name: Diana

Address: Me to. A big thank you to everyone who made Noonefest a sucscs. I am not going to mention names because I am not good with names and I alwaysl miss someone. But you know who you all are. The time went so fast. And it always brings tears to me when it is time to say Good By to everyone. I have never seen a fan club as close and caring for one another as we are. Thank You Peter and Everyone for making Dennis andI I feel so special being a Noonatic.

Workphone: FrtTKcaPhgq  
Homephone: oxMgAfQAboNeHdgi  
Email: [z.slumis@yahoo.jp](mailto:z.slumis@yahoo.jp)  
Occupation: mjLQkLMOCd  
Employer: loqnLMXldGPjoLxd

Why do you want to serve on this committee/commission/board/task force, and how do you believe you can add value? Me to. A big thank you to everyone who made Noonefest a sucscs. I am not going to mention names because I am not good with names and I alwaysl miss someone. But you know who you all are. The time went so fast. And it always brings tears to me when it is time to say Good By to everyone. I have never seen a fan club as close and caring for one another as we are. Thank You Peter and Everyone for making Dennis andI I feel so special being a Noonatic.

What is a difficult decision you have made concerning issues of bias and/or issues of conflict of interest? Me to. A big thank you to everyone who made Noonefest a sucscs. I am not going to mention names because I am not good with names and I alwaysl miss someone. But you know who you all are. The time went so fast. And it always brings tears to me when it is time to say Good By to everyone. I have never seen a fan club as close and caring for one another as we are. Thank You Peter and Everyone for making Dennis andI I feel so special being a Noonatic.

Describe the process of how you make decisions. Me to. A big thank you to everyone who made Noonefest a sucscs. I am not going to mention names because I am not good with names and I alwaysl miss someone. But you know who you all are. The time went so fast. And it always brings tears to me when it is time to say Good By to everyone. I have never seen a fan club as close and caring for one another as we are. Thank You Peter and Everyone for making Dennis andI I feel so special being a Noonatic.

What do you think about consensus decision making? What does the consensus decision making process mean to you? Me to. A big thank you to everyone who made Noonefest a sucscs. I am not going to mention names because I am not good with names and I alwaysl miss someone. But you know who you all are. The time went so fast. And it always brings tears to me when it is

time to say Good By to everyone. I have never seen a fan club as close and caring for one another as we are. Thank You Peter and Everyone for making Dennis and I feel so special being a Noonatic.

Describe all other pertinent information/background for this position. Me to. A big thank you to everyone who made Noonefest a sucscs. I am not going to mention names because I am not good with names and I always miss someone. But you know who you all are. The time went so fast. And it always brings tears to me when it is time to say Good By to everyone. I have never seen a fan club as close and caring for one another as we are. Thank You Peter and Everyone for making Dennis and I feel so special being a Noonatic.

## Peggy Hawker

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**From:** CommitteeApp@newportoregon.gov  
**Sent:** Thursday, November 22, 2012 1:11 PM  
**To:** Nicole Morris; Peggy Hawker  
**Cc:** propsinc@newportnet.com  
**Subject:** Committee Application

Application for City Council - Email Application

Date: 11/22/2012

Commission/Committee of Interest: City Council

Name: Jeff Bertuleit

Address: 354 SE 2nd St

Newport, OR 97365

Workphone: 541-265-3032`

Homephone: 541-265-3032

Email: propsinc@newportnet.com

Occupation: Manufacturing

Employer: Props Inc.

Why do you want to serve on this committee/commission/board/task force, and how do you believe you can add value? I want to serve on the Council and be a part of moving the City forward in a positive and active manner. There are many elements, geographical, native resource, and social that I want to help develop in a positive way.

I have an educational and a comprehensive background of the issues facing the city of Newport. I believe that with my background and experience I would be of value to the Council.

What is a difficult decision you have made concerning issues of bias and/or issues of conflict of interest? It is not a difficult decision to recuse yourself on issues of bias where choices are not clear. There are other people there to make the decision. If there is a potential conflict of interest it needs to be declared and if an actual conflict, the law is quite clear to step down. I follow those rules.

Describe the process of how you make decisions. I have had made many decisions where I have known the parties or felt pro or con on the issue. I base my decisions on supported facts and the best information available.

What do you think about consensus decision making? What does the consensus decision making process mean to you? A consensus decision is one that has given everyone a chance to express their opinion and facts and consider everyone else's input to reach the best possible outcome. It may not have been the total choice you or others may have wanted, but choices have to be made to move things forward.

Describe all other pertinent information/background for this position. I have been on the Bayfront, Nye Beach, Highway 101, Cell Tower, South Beach, Design Review, Urban Renewal South Beach extension, Downtown, Peninsula, Coho/Brant, Budget, Zoning Update committees, and been attending the Urban Renewal and airport meetings since 1990.

I have been on City Council for the past eight years, one year as Council President and currently Urban Renewal Chairman.



Date: December 28, 2012

List the Commission/  
Committee of Interest: Open seat for City Councilor

Address: 882 SE Crescent Place, Newport, OR

Work Telephone Number: N/A

Home Telephone Number: 541-574-0737

Email Address: lolson0737@charter.net

Occupation: Retired

Past Employer: US Department of Interior,  
National Park Service

*1. Why do you want to serve on this committee/commission/board/task force, and how do you believe you can add value?*

I had originally considered placing my name in contention for a City Councilor position in the past November election; but decided against it due to the 4 year term commitment. I have a propensity to get totally involved in any activity that I pursue, as many have seen in my efforts to find a solution to the log exporting situation. I have dedicated the past 15 years to systematically reduce my stress level so that I would be able to enjoy my retirement years. Four years of additional exposure to stressful situations does not appeal to me; however, when the vacant City Councilor position opened I decided that I could managed a two year term, if so appointed.

My wife and I currently own a home here in Newport that overlooks the bay, bridge, bayfront, and ocean. We both enjoy living in Newport and have look forward to volunteer work that will benefit the community. I am currently a citizen member of the City's Budget Committee, and have made special efforts to observe the operations of every Department within the City. I am also a member of the joint Port/City Task Force for pedestrian and vehicle safety improvements to the Moore Drive/Bay Blvd truck route.

The City has made considerable positive progress over the past few years and I would like to be involved in perpetuating this progress in making Newport a desirable place for our citizens to live, work and/or retire. I also believe that the City has an excellent opportunity to establish more productive relationships with the Port of Newport and Lincoln County in finding areas of cooperation and mutual benefit.

I believe that I can add value to the City Council based on my past experience in public service and management, and providing addition perspective to issues facing the City of Newport. I understand public service. I have spent all of my professional career in the

public sector working 32 years for the National Park Service in high visibility positions ensuring the preservation of National Parks and providing services to the visiting public.

For 22 years I was an area manager responsible for coordination and management of the North Rim area of Grand Canyon National Park and for the Wawona area of Yosemite National Park. Both of these areas were equivalent to managing a small city where all services were provided by the National Park Service including: law enforcement, emergency medical services, wildland and structural fire protection, visitor services (hotel, food service, camping, recreational activities, etc.), road and trail maintenance; water and waste water operations, facility maintenance, etc.

For a 3 year period I was a voting member of the senior management team at Yosemite NP and developed a working understanding of consensus management and team building. As a member of senior management team at Yosemite NP, we were responsible for the management and direction of a staff of 800 employees, over 2,000 concession employees, and services to 3.5 million visitors per year.

*2. What is a difficult decision you have made concerning issues of bias and/or issues of conflict of interest?*

During my years working as a Supervisory Park Ranger and a District Ranger (area manager) I had the opportunity to recruit and hire over 100 Law Enforcement (LE) Park Rangers. In the late 1980's I held a District Ranger position at Yosemite NP and had a series of vacant positions to fill when I first arrived at the Park. Many of my peer area managers placed a considerable amount of pressure on me to only look at male applicants and also to hire within the Park's current staff, which had been the "way we do things" for many years.

I looked at this situation as an opportunity to start a culture change at the Park and provide an example for staffing that was more reflective of the visitors that used the Park. I made special efforts to recruit from outside of the Park and to hire highly qualified individuals to set a new standard to my peer area managers. I filled these positions with the first female LE Park Ranger for Yosemite NP, a professional LE officer from the US Marshals agency, and a subordinate LE Supervisor from a small sized park that had a more balanced approach to Law Enforcement. Although there was some short term resentment from many in the park's LE community, there was a noticeable turnaround later in hiring practices throughout the park and a better appreciation of expertise from new employees hired from outside of the park, including a substantial increase in the number of female LE Park Rangers.

The female LE Park Ranger went on in her career to be the Chief LE Officer at a large park and later as a Regional Chief LE Officer; the ex US Marshals officer went on to be a well respected District Ranger at a large park; and the subordinate LE Supervisor went on to be an outstanding Park Superintendent of a large park.

*3. Describe the process of how you make decisions.*

I look at the decision making process as being either traditional or emergency. In the traditional process I start by looking at the macro level, the "big picture" of the issue to obtain a broad understanding. A very important part of this process is the find the root cause of the issue that needs a decision. If you cannot identify the cause you can't find an effective solution to the issue.

I solicit input and opinions from others and especially from stakeholders to the issue to gain an understanding of how the decision may affect them, positive and negative. Over the years, I have developed a filter in the decision process that I call "the Olson fairness factor". I apply this filter to my decisions and to the decisions of others. The question that I ask: On face value, is this decision fair to those that may be affected? It is usually applied at the beginning of the process to give me a basic feeling, positive or negative. If there is a negative feeling I move to the micro level to identify the area that needs change. I try to provide as much feedback and opinion as possible before making a decision. In some cases, I take out an "insurance policy" on the decision, especially if it is controversial. This usually is in the form of a time period review to revisit the decision after a year, as an example, to see if it needs to be modified or changed.

The emergency process is quite different. It involves decision making on a very short time line from a few seconds to a few hours or a limited period where there is a time restriction for gathering input and opinion from others. In a Law Enforcement incident, a decision may have to be made in a split second in a "shoot, don't shoot" situation. This decision process is based on proper training and individual character. You may not be able to get feedback from all of the stakeholders. In other emergency decisions you may only have time to gather 50% of the information you need to make a decision. These situations comes down to applying sound judgment and previous experience in handling this type of decision making. You may have to live with the outcome of the decision and its possible negative effects if you get it wrong.

*4. What do you think about consensus decision making? What does the consensus decision making process mean to you?*

The consensus decision process works best when you have all of the stakeholders involved and when they have ample time to express their concerns. Everything goes on the table for discussion and a process is established to find the common ground of areas where the majority can find agreement. The process may not fully address everyone's concerns in the resulting decision. I find it useful to have a process that allows a minority opinion to be included in the final decision.

*5. Describe all other pertinent information/background for this position.*

For a 6 year period, I was a member of a regional support office team as a Safety and Occupational Health Manager servicing 100 parks and over 5,000 employees. During this time I provided "team development" training sessions to all senior managers within a large regional area based on the Leadership in Safety Excellence format that changes the safety culture of the park. Implementation of this program resulted in a 50% reduction in employee lost time injuries.

While at Yosemite NP, I worked closely with the Wawona Town Plan Advisory Committee, Mariposa Planning Department, and the Mariposa Board of Supervisors in developing new ordinances including establishing new fencing and street lighting standards. I was also a member of the Mariposa County Advisory Committee for the adjacent community of Fish Camp, CA. I drafted a set of Code of Federal Regulations that mirrored those of Mariposa County's building ordinances contained in the Wawona Town Plan and allowed the NPS to enforce the local ordinances by way of federal regulations. I also revised the Draft Yosemite Land Protection Plan and linked it to the Wawona Land Use Zoning (CFR) regulations.

I also developed and implemented a wide range of Memorandums of Understanding, Special Use Permits, conversion of SUP's to Right of Way permits, etc. Responsible for management of special agreements/memorandums of understanding with the local USFS, California Department of Fish and Game, Mariposa County, PG&E and Pacific Bell, Department of Education, Calif Dept of Forestry, etc.

I was responsible for the management of a large private property (inholding) area within the park. This area is a checkerboard of private and government property contained within one full section (640 acres) and includes 305 private properties with approximately 290 private residences, 49 reservation of use and occupancy residences, 55 park owned residences, 25 concessioner housing units, two cabin rental companies (120 homes/285 rooms), a small country store, public grade school, community library, and a community center.

  
Lloyd "Oly" Olson, Jr.

## Peggy Hawker

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**From:** CommitteeApp@newportoregon.gov  
**Sent:** Monday, December 03, 2012 5:50 AM  
**To:** Nicole Morris; Peggy Hawker  
**Cc:** mark.saelens@mac.com  
**Subject:** Committee Application

Application for City Council - Email Application

Date: 12/3/2012

Commission/Committee of Interest: City Council

Name: Mark Saelens

Address: 275 NE SanBay0 Circle

Newport, OR 97365

Workphone: 541-272-4803

Homephone: 541-270-1889

Email: mark.saelens@mac.com

Occupation: Sustainability and Materials Management

Employer: Lincoln County

Why do you want to serve on this committee/commission/board/task force, and how do you believe you can add value? I have always felt those that are willing to put in the extra time to assist their community drive the success of that community. I have been thinking about the Newport City Council for a couple of years, but until now did not feel that the time was right for me to pursue such an endeavor. With the recent changes in city council I believe the time has come for me to utilize my extensive background in science, government, policy, decision-making, consensus building and service to community in a way that will greatly benefit the Newport City Council.

What is a difficult decision you have made concerning issues of bias and/or issues of conflict of interest? First of all I would like to say that issues of conflict of interest in a small community are common, but a person should feel comfortable declaring any conflicts and voting only on issues that do not pose a serious conflict.

Bias is a little more difficult to deal with since we all have some degree of bias, but keeping you focus on mission; goal or purpose of your organization can minimize your bias.

One recent difficult decision was in preparing a recent county budget. I have been trying to return a part-time position to my department to relieve some areas where I have way too much work. I felt I had to give priority to key programs and events so that is what I did even though my bias or self-interest would have been to hire a position.

Describe the process of how you make decisions. I make decisions by making sure I am informed by all the available information on a topic including the opinion of my co-workers, committee, council and the public opinion and testimony on the issue. I also consider timing. Is this the right time for such a decision, or would additional information or a delayed implementation make more sense.

If a final decision is not yet needed, I find it often helps to make some preliminary decisions that can gather the most support, and then continue to work on the more difficult pieces of a final decision. I often automatically devise decisions in my own thinking that represent a compromise to see how it may fit in the larger body of many differing opinions. With my science background I am also always looking at any facts or "laws of nature" relative to the decision if appropriate.

When the time comes to make a final decision I do that based on everything i have heard, read and seen on the topic and devise for myself what I think is the best decision.

What do you think about consensus decision making? What does the consensus decision making process mean to you? For as long as I can remember consensus decision making has always been part of my life. Planning family vacations together with my family at a young age. Years of boy scouts leadership that valued consensus building. Thirty years of marine fisheries management (where almost nothing can be achieved without consensus). I have always worked in groups, and for a group to work effectively together over time consensus decision making is a must.

When I find myself with a different opinion or view than somebody else the first question I ask myself is what it would take for us to agree someplace in the middle. If I feel particularly strong about something, I ask myself what I need to communicate to another person to give them a better chance of understanding and perhaps even agree with my position.

The opposite of this form of decision making is to have one or only a few decision makers with everyone else as an advisor only.

Describe all other pertinent information/background for this position. I have worked at all levels of government except city. While a state employee I spent much of my career as an advisor to the federal fisheries management process and as a program manager of many federal contracts.

I view city government as a smaller version of the work I have been doing my entire adult life. Having said that my time working for county government has shown me that "local small government" has some very unique qualities that you must build into your thinking to be successful.

I feel my work at the county level, my elected position to the Board of the Lincoln Soil and Water Conservation and my involvement with several additional locals groups will be of great value to me on city council.

My government experience with budget, fiscal management, policy development, regional and local resource management, law enforcement will all be beneficial for a seat on the city council.

My science background will provide perhaps the most beneficial skills, knowledge and experience for the city council as more and more environment issues are aimed at cities by federal and state government.

## Peggy Hawker

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**From:** CommitteeApp@newportoregon.gov  
**Sent:** Tuesday, November 20, 2012 2:38 PM  
**To:** Nicole Morris; Peggy Hawker  
**Cc:** Bill Bain  
**Subject:** Committee Application

Application for City Council - Email Application

Date: 11/20/2012

Commission/Committee of Interest: City Council

Name: William D. Bain

Address: 4910 NW Woody Way

P.O. Box 1047

Newport, OR 97365-0079

Workphone: 541 265-3012

Homephone: 541 265-5876

Email: bill@yaquina.com

Occupation: Real Estate Appraiser

Employer: Self - Oregon Coast Appraisal Service

Why do you want to serve on this committee/commission/board/task force, and how do you believe you can add value? I want to serve on the council to assist in making decisions about the future of the city and its essential services and programs. My previous experience of 14 years working with the city as a member of Planning Commission and City Council provides a backdrop for what I can contribute.

What is a difficult decision you have made concerning issues of bias and/or issues of conflict of interest? I have always approached any potential conflict of interest or bias with the notion that any appearance of such must be disclosed and removed myself from the debate.

Describe the process of how you make decisions. Listen, study and analyze, consider ramifications, enter the discussion and ask questions, elicit opinions of others, state position and reasons, be prepared to change if convinced my position is not in the best interest of the city (or other organization).

What do you think about consensus decision making? What does the consensus decision making process mean to you? Consensus is the desired model, but is not always possible or in the best interest of the entity. Most decisions are made by consensus, however, and what it means is that all parties to the decision will agree to compromises where differences of opinion exist in order to move the item forward and conduct the business of the organization with full support of the decisions made. When consensus cannot be achieved, the resulting decisions must still be fully supported, without efforts to derail or otherwise counter the decision, overtly or covertly.

Describe all other pertinent information/background for this position. Full-time resident since 1987, part-time resident and property owner for entire life; deeply committed to the success of the community, served on Planning Commission for 6 years, on council for 8 years including 5 years as Mayor, continue to serve as a "private sector" representative on the CWACT board and executive committee, active with the Chamber of Commerce, local historical society, local fraternal club, and regional veterans' organizations.





Agenda Item # VIII. A. iii.  
Meeting Date 1/7/13

CITY COUNCIL AGENDA ITEM SUMMARY  
City Of Newport, Oregon

Issue/Agenda Title: Election of City Council President

Prepared By: Peggy Hawker Dept Head Approval: ph City Manager Approval: [Signature]

Issue Before the Council: The issue before Council is the annual election of a Council President.

Staff Recommendation: This is a Council decision.

Proposed Motion: I move that \_\_\_\_\_ be elected Council President for the 2013 calendar year.

Key Facts and Information Summary: Chapter III, Section 9, of the City Charter states, "At its first meeting each year, the Council shall elect a president from its membership. The president presides in the absence of the Mayor and acts as Mayor when the Mayor is unable to perform duties." Since this will be the first meeting of the year, this election should occur at this time.

Other Alternatives Considered: None.

City Council Goals: None.

Attachment List: E-mail message from Councilor Allen

Fiscal Notes: N/A

## Peggy Hawker

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**From:** David Allen  
**Sent:** Wednesday, January 02, 2013 3:05 PM  
**To:** Peggy Hawker  
**Cc:** Jim Voetberg; Cheryl Atkinson  
**Subject:** FW: Council president

Peggy - FYI to include in council packet. Thanks. --David

---

**From:** Jim Voetberg  
**Sent:** Wednesday, January 02, 2013 11:22 AM  
**To:** Mayor City of Newport; City Council  
**Subject:** FW: Council president

Mayor and Council,

Just an FYI,

Jim

-----Original Message-----

**From:** David Allen  
**Sent:** Wednesday, January 02, 2013 11:18 AM  
**To:** Peggy Hawker  
**Cc:** Jim Voetberg  
**Subject:** Council president

Peggy - if possible, please include this in the packet materials for "election of council president" agenda item for the Jan. 7 meeting:

FYI - I attended the local government workshop at Portland State University in early December. It was very informative with nearly 40 local government officials in attendance. Near the end during Q&A, workshop faculty shared the view that the council president position should rotate so that different councilors had a chance to serve in that position. I agree with that, which is why I would decline serving a second year in that position. However, I did enjoy presiding over those council meetings the mayor was unable to attend this past year. --David

## Committee Re-Appointments 2013

### Re-Appointments

#### \*Planning Commission

(3 year terms-ending 12/31/15)

-Gary East

-William Branigan

#### \*Budget Committee

(3 year terms-ending 12/31/15)

-Janet Webster

-Don Huster

-Chuck Forinash

#### \*Airport Committee

(2 year terms-ending 12/31/14)

-James Chuchwell

#### \*Library Board

(4 year terms- ending 12/31/16)

-Sharon Beardsley

#### \*Parks and Recreation Committee

(2 year term- ending 12/31/14)

-Jennie Scarborough

-Karen Smith

-Ed Simon

#### \*Destination Newport

(1 year term-ending 12/31/13)

-Lil Patrick

-John Clark

-Ric Rabourn

-Lorna Davis

-Gabe McEntee

-Carrie Lewis

#### \*Senior Advisory Committee

(2 year term- ending 12/31/14)

-Michael Rickus

-Donna Fogarty

-Betty Krause

-Eldon Miller

#### \*Bike/Ped. Advisory Committee

(3 year term-ending 12/31/15)

-Ken Dennis

- Maryann Bozza
- Robert Hein

VACANCY'S

- Parks and Recreation Committee x7
- Senior Citizen Advisory Committee x1
- Airport Committee
- Destination Newport- At Large Position
- Library Board



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

## Manager's Report Meeting of January 7, 2013

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Following is the Manager's Report for the City Council meeting of January 7, 2013:

Certified 2012 Population Estimate: Attached for Council information is the certified 2012 population estimate for Newport.

Meet Departments/Facility Tours: Staff is happy to either schedule individual or group meetings with the Departments and/or schedule tours of our facilities. Please let me or Peggy know if you are interested and we can schedule something accordingly.

Legislators to visit OCCC: As indicated in the attached news release, OCCC will be hosting a series of visits by elected officials including Senator Roblan and Representative Gomberg on January 9<sup>th</sup> and 10<sup>th</sup>. The public is invited to attend each of these meetings with the elected officials.

Gregory Carpenter Violations Update: Attached is an update by Chief Miranda regarding potential violations reported by Gregory Carpenter. Please note the update was sent to Mr. Carpenter as promised by the Chief.

Capital Project Update: Attached is a status update on the City's capital projects which has been prepared by Senior Projects Manager Ted Jones.

Manager's Weekly Report: Attached is the Weekly Manager's Report for the weeks of December 10<sup>th</sup> and December 17<sup>th</sup>, 2012.

**College of Urban and Public Affairs**  
Population Research Center

Post Office Box 751  
Portland, Oregon 97207-0751  
780 Urban Center  
506 SW Mill Street

503-725-3922 tel  
503-725-5199 fax  
askprc@pdx.edu  
www.pdx.edu/prc/

– **IMPORTANT NOTICE** –  
**Certified 2012 Population Estimate**

December 15, 2012

**To: Newport city**

Listed below is the population estimate for July 1, 2012. Also included are the certified 2011 estimate and 2010 Census figure. The July 1, 2012 estimate is certified on December 15, 2012.

**CERTIFIED POPULATION ESTIMATE:**

**JULY 1, 2012: 10,150**

**CERTIFIED POPULATION ESTIMATE:**

**JULY 1, 2011: 10,065**

**CERTIFIED CENSUS FIGURE:**

**APRIL 1, 2010: 9,989**

If you have any questions, please contact:

**Risa S. Proehl**  
Population Research Center  
Portland State University  
PO Box 751  
Portland, OR 97207-0751

Telephone: (503) 725-5103  
Fax: (503) 725-5199  
E-mail: proehlr@pdx.edu

Contact: Bruce Koike

400 SE College Way.  
Newport, OR 97366  
Ph. 541-265-8530  
Fax 541-265-3820  
bkoike@occo.cc.or.us

**Oregon Coast  
Community College**

# Press Release

## **Legislators to Visit Oregon Coast Community College**

Oregon Coast Community College will be hosting a series of visits by elected officials beginning with State Senator Arnie Roblan (Senate District 5). Senator Roblan will be at the central campus in Newport on Wednesday, January 9, 2013. The session with students, college personnel and the general public starts at 10:30 in the Community Room and concludes at 11:30. Roblan then travels to Tillamook to meet with the community members there. The Senate District 5 area stretches from Coos Bay northward to Tillamook County.

Senator Roblan served 4 terms as the House District 9 representative (Coos Bay) before running for the vacant seat due to the retirement of Joanne Verger. Roblan was the principal of Marshfield High School prior to becoming a lawmaker.

The following day, Thursday, January 10, House Representative David Gomberg (House District 10) will meet with students, college employees and community members from 11:30 to 12:30 in the Community Room at the central campus in Newport. Gomberg replaces three term House Representative Jean Cowan who is also retiring. House District 10 encompasses Lincoln, northwest Lane, and portions of Yamhill, Polk and Tillamook counties.

Prior to developing a successful business, Gomberg earned several degrees including a Masters of Business Administration from Willamette University and was also elected as Student Body President at Oregon State University while perusing a degree in Political Science. He also served as a legislative aide to former Governor Barbara Roberts. Governor Roberts will be the college's commencement speaker at the June 15 graduation at the Performing Arts Center.

The public is invited to attend each of these meetings with the elected officials.

Winter term classes begin on Monday, January 7, 2013. Prospective students should contact the college at (541) 265-2283 about admission and registration for classes. The schedule of classes can also be viewed from the college's website at [www.oregoncoastcc.org](http://www.oregoncoastcc.org).

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*More on following page*

Regrettably, due to reduced state support and the resulting budget constraints, Oregon Coast Community College will be closed from through January 1. Regular operations resume at 8:00 AM on Thursday, January 2, 2013.

POLICE DEPARTMENT  
169 SW COAST HWY  
NEWPORT, OREGON 97365

COAST GUARD CITY, USA



 COPY

541.574.3348  
[www.newportpolice.net](http://www.newportpolice.net)

MOMBETSU, JAPAN, SISTER CITY

December 31, 2012

Gregory Carpenter  
5806 NW Rhododendron Street  
Newport, Oregon 97365

Dear Mr. Carpenter,

As promised, enclosed is the log of the violations you reported. It shows the progress, to date, of action taken. I will send you another updated log at the end of January.

Sincerely,



Mark J. Miranda  
Chief of Police  
(FBINA 198)

Cc: Jim Voetberg, City Manager

EST.

1882

Newport Police Department  
 NUISANCE COMPLAINT LOG

No.	Date Rcd.	Complt.	Address	Problem	Priority	Case	Status	Closed Date
1	9/17/2012	Carpenter	558 NE 3rd St.	Fence	3	1211-4009	No Viol.	11/27/2012
2	9/17/2012	Carpenter	508 NE 3rd St	Fence	3	1211-4010	No Viol.	11/27/2012
3	9/17/2012	Carpenter	509 NE 3rd St.	Fence	3	1211-4011	UTL	11/27/2012
4	9/17/2012	Carpenter	204 NE Benton St.	Vegetation	3	1211-4012	Pending	
5	9/17/2012	Carpenter	710 NE Jeffries St.	Vegetation	3			
6	9/17/2012	Carpenter	705 NE Jeffries St.	Vegetation	3	1211-4013	No Viol.	11/27/2012
7	9/17/2012	Carpenter	1098 NE 7th St.	Vegetation	3	1211-4014	Pending	
8	9/17/2012	Carpenter	1110 NE 7th St.	Vegetation	3			
9	9/17/2012	Carpenter	311 NE 2nd St.	Vegetation	3	1211-4015	Variance	11/27/2012
10	9/17/2012	Carpenter	132 NE Coos St.	Fence	3	1211-4016	No Viol.	11/27/2012
11	9/17/2012	Carpenter	404 NE 2nd St.	Vegetation	3			
12	9/18/2012	Carpenter	457 NW 56th St.	Vegetation	3			
13	9/18/2012	Carpenter	5608 NW Meander St.	Vegetation	3	1212-4210	No viol.	12/4/2012
14	9/18/2012	Carpenter	5511 NW Meander St.	Vegetation	3			
15	9/18/2012	Carpenter	5423 NW Meander St.	Vegetation	3	1212-4211	No viol.	12/12/2012
16	9/18/2012	Carpenter	521 NW 54th St.	Vegetation	3			
17	9/18/2012	Carpenter	412 NW 54th St.	Fence	3			
18	9/18/2012	Carpenter	551 NW 54th St.	Vegetation	3			
19	9/18/2012	Carpenter	5508 NW Pinery St.	Vegetation	3			
20	9/20/2012	Carpenter	535 NW 7th St.	Trees	3			
21	9/20/2012	Carpenter	613 NE 7th St.	Vegetation	3	1210-4627	Pending	
22	9/20/2012	Carpenter	409 NE 7th St.	Fence & Vegetation	3	1210-4628	Pending	
23	9/20/2012	Carpenter	707 NE Eads St.	Vegetation	2	1210-4629	UTL	10/30/2012
24	9/20/2012	Carpenter	305 NE 7th St.	Vegetation	3	1210-4630	No Viol.	10/30/2012
25	9/20/2012	Carpenter	306 NE 7th St.	Vegetation	3	1210-4631	UTL	10/30/2012
26	9/20/2012	Carpenter	431 NE Benton St.	Fence & Vegetation	3	1210-4632	No Viol.	10/30/2012
27	9/20/2012	Carpenter	620 NE Benton St.	Vegetation	3	1210-4633	No Viol.	10/30/2012
28	9/20/2012	Carpenter	428 NE Benton St.	Vegetation	3	1210-4634	Pending	
29	9/20/2012	Carpenter	303 NE Benton St.	Vegetation	3	1210-4635	UTL	10/30/2012
30	9/20/2012	Carpenter	305 NE Benton St.	Vegetation	3	1210-4636	No Viol.	10/30/2012
31	9/20/2012	Carpenter	304 NE Benton St.	Vegetation	3			
32	9/21/2012	Carpenter	1921 NE Crestview Dr.	Vegetation	3			
33	9/21/2012	Carpenter	1930 NE Crestview Dr.	Vegetation	3			

Newport Police Department  
 NUISANCE COMPLAINT LOG

34	9/21/2012	Carpenter	2014 NE Crestview Dr.	Vegetation	3		
35	9/21/2012	Carpenter	2597 NE Crestview Dr.	Vegetation	3		
36	9/21/2012	Carpenter	5707 NW Gladys St.	Vegetation	3		
37	9/21/2012	Carpenter	87 NW 56th St.	Fence & Vegetation	3		
38	9/21/2012	Carpenter	519 NE 20th Place	Vegetation	3		
39	9/21/2012	Carpenter	437 NE 20th Place	Vegetation	3		
40	9/21/2012	Carpenter	2511 NE Crestview Dr.	Vegetation	3		
41	9/21/2012	Carpenter	405 NW 55th St.	Cars & Junk	3		
42	9/21/2012	Carpenter	658 NW 7th St.	Fence	3		
43	9/24/2012	Carpenter	415 NW 58th St	Fence & Vegetation	3		
44	9/24/2012	Carpenter	416 NW 58th St.	Vegetation	3		
45	9/24/2012	Carpenter	5715 NW Rhododendron St.	Vegetation	3		
46	9/24/2012	Carpenter	5805 NW Rhododendron St.	Vegetation	3		
47	9/24/2012	Carpenter	125 NW 55th St.	Junk	3		
48	9/24/2012	Carpenter	5909 NW Rhododendron St.	Vegetation	3		
49	9/24/2012	Carpenter	125 NW Gladys St.	Vegetation	3		
50	9/24/2012	Carpenter	424 NW 59th St.	Blighted	3		
51	9/24/2012	Carpenter	5814 NW Rhododendron St.	Vegetation	3		
52	9/24/2012	Carpenter	5818 NW Rhododendron St.	Vegetation	3		
53	9/24/2012	Carpenter	5815 NW Rhododendron St.	Trees	3		
54	9/24/2012	Carpenter	428 NW 56th St.	Fence, vegetation & trailer	3	1212-4209 No viol.	12/25/2012
55	11/24/2012	Carpenter	19 SW Herbert St	Over 36" hedge	3		
56	11/24/2012	Carpenter	244 SW 12th St	Over 36" hedge	3		
57	11/24/2012	Carpenter	345 SE 2nd St	Over 36" hedge	3	1212-4208 No viol.	12/31/2012
58	11/24/2012	Carpenter	462 NE 5th St	Over 36" hedge	2		
59	11/24/2012	Carpenter	13 SW Brook St	Hazardous hedges	3		
60	11/24/2012	Carpenter	219 NW Cottage	Hazardous hedges	3		

Priority 1 : Main Thoroughfare

Priority 2: Residential Feeder Streets

Priority 3: Residential Streets

UTL: Not a valid address

Updated: 12/31/2012



# Memo

**To:** Jim Voetberg, City Manager and City Council  
**From:** Ted Jones, PE, Sr Proj Mgr  
**Date:** January 7<sup>th</sup>, 2012  
**Re:** Capital Projects Status Update

---

**Project:** NE 3rd & Avery Sewer Re-alignment  
**Project Number:** 2010-012  
**Status:** Surface restoration complete.  
**Next Task:** Punch list finish out.  
**Budget:** \$335,183.66  
**Description:** This project is to relocate a failing sanitary sewer line that is currently located under a house on NE 3rd Street. The sanitary sewer and an adjacent storm sewer line will be relocated to the west within the street right-of-way.

**Project:** Big Creek Sewer Rehabilitation  
**Project Number:** 2010-001  
**Status:** Point repairs made and sewer is on line and functioning.  
**Next Task:** Punch list and site restoration.  
**Budget:** \$234,985  
**Description:** This project will address infiltration and inflow issues that are contributing to sanitary sewer backups at the Big Creek Lift Station. In addition, the backwash water from the new water treatment plant will be discharged to this system.

**Project:** Hwy 101 Sewer & Water Improvements  
**Project Number:** 2011-008  
**Status:** Waterline installation is nearly complete.  
**Next Task:** Install hydrants and re-establish service connections.  
**Budget:** \$1.3MM  
**Description:** This project replaces undersized and aging water pipes in the South Beach area, improving water capacity and pressure. In addition, sanitary sewer pipes are being extended allowing adjacent properties to connect to City services, thereby abandoning aging septic systems. The extension of water and sewer services in this area allows future residential and commercial growth in South Beach. This project is primarily funded through South Beach Urban Renewal.

**Project:** Street Overlays and Improvements  
**Project Number:** 2012-017  
**Status:** NE 2<sup>nd</sup> and NE 20<sup>th</sup> have been paved.  
**Next Task:** Complete punch list and close out the project.  
**Budget:** \$144,146.30

Description: Repair and overlay NE 20<sup>th</sup>, NE 2<sup>nd</sup>, and NE 3<sup>rd</sup> Streets

### **Projects in Design or Analysis Phase**

#### **Water Treatment and Distribution**

- 2011-018 Agate Beach Tank, Salmon Run Pump Station and Waterlines – Draft plans are prepared and meeting with Lincoln County for conditional use permit.
- 2012-012 Big Creek Dam Outlet Rehab Project – construction plan preparation started and permits required from DSL and COE. Approximately 60% design completion.
- 2012-014 South Beach SCADA Improvements – project alternative under City Staff review.
- 2012-013 Lakewood Hills Pump Station Upgrades – Conceptual design is with City Staff for review.
- 2012-010 Yaquina Heights Tank Rehab - Scope of Work under development - NTR
- 2011-025 Big Creek Dam 1 and 2 – Finalizing the report. - NTR

#### **Streets and Storm Drainage**

- 2012-015 Bayfront/John Moore Drainage Upgrade – Scope of Work under development - NTR
- 2011-027 Infrastructure Mapping – Complete from South Beach to Hwy 20. With City Staff Supervisors to review/revise.
- 2011-024 US-101 Crosswalks – Design consultant is preparing an estimate of effort hours for ODOT's review.

#### **Wastewater Collection and Treatment**

- 2012-008 WWTP Biosolids Evaluation – Staffing adjustments have been implemented and process monitoring/optimization continues.
- 2011-005 Bayside Sewer Rehab – Preliminary report has been presented to Engineering Staff and the preferred design option is being refined.
- 2012-025 Big Creek Pump Station – Conceptual Design is nearly complete and preliminary cost estimates are being developed.
- 2012-024 Big Creek Force Main – preliminary engineering is complete and will be integrated with the pump station conceptual design.
- 2012-027 Sanitary Sewer Flow Monitoring – Flow monitors installed and data collection underway.

## **Manager's Office Weekly Report Week of December 10, 2012**

Following are various items and issues which the City has been involved with during the week of December 10, 2012.

Airport Staff Meeting: Data gathering for design of the 16/34 project design is nearly complete. Pilot rental of vehicles from Toby Murray is popular. Enterprise has a copy of our concessioner's agreement, but they have not signed it after repeated attempts of asking. Lance, Terry and Chuck continue to get compliments from airport patrons for their positive attitude and hard work.

Airport Committee Meeting: The Airport Committee heard updates from operations (Lance), the FBO (Terry), and projects (Ted). At the Committee's request, information about the airport's role in an emergency was located (a draft copy) and sent to the committee and Council.

Arbor Day Tree Planting: Mayor McConnell, Jim Protiva and I participated in a tree planting as a part of our Tree City USA designation process. Kids from the Parks and Rec afterschool program participated in the celebration by digging the hole and planting the tree. By designating an arbor day and planting a tree, the City completed necessary steps in order to submit its Tree City USA application.

Public Arts Committee: The Public Arts Committee held its first meeting. Catherine Rickbone was voted chair of the committee. As the Council will recall, the Public Arts Committee was established to assist the City in issues with art; including the selection of art, repair and care of art, as well as the decommissioning of art when necessary.

Meeting with Teevin Brothers: Derrick and I met with representatives from Teevin Brothers regarding their development at the international port, utilities and SDC's. Council may expect an appeal from Teevin regarding their storm drain SDC, which is a right they have under the SDC process.

Lincoln County Manager's Luncheon: Various governmental managers within Lincoln County met over lunch to chat about various issues and projects within their jurisdiction. The meeting was informative and fun, and everyone agreed to continue this monthly meeting.

Meeting with OCCA on PAC Renovations: I met with representatives of OCCA to try and finalize an agreement relating to the tourism grant OCCA received from the city. The form of the agreement has been vetted by the city attorney.

DNC Meeting: I attended the DNC meeting where the committee approved the recommendation of various advertising media, including billboards and print media. The billboard advertising will be brought before Council for consideration.

County Emergency Management, Utility Provider Meeting: I attended a County Emergency Management meeting dealing with various utility providers, the purpose of which was to discuss communication of outages and repairs during an emergency. The County heard comments from Central Lincoln PUD, Natural Gas and the City on how communication is currently provided and could be improved.

Central Coast Fire Authority: The City, Newport Rural Fire, Depoe Bay Fire and Central Coast Rescue continued discussions on the creation of a Central Coast Fire Authority that would combine administrative functions. The discussions have led to a preferred structure, duties and the placement of names in each position. Chief Paige is working with LGLG on an ORS190 agreement to formalize the relationships between the various fire/rescue agencies.

State Legislative Concept 2157: The Senate Interim Committee on Veterans Affairs met and introduced Legislative Concepts 2157 dealing with 911 Dispatch. The proposal is intended to limit to nine, the number of dispatch centers within the State. The City's move to WVCC may have further benefits than just improvements in service and costs.

Coast Guard Auxiliary Party at the Airport: The Coast Guard Auxiliary held its holiday and recognition party at the airport. Reports from Lance is the Auxiliary really enjoyed the venue.

Upcoming issues:

- Updating Sign Code
- Vehicle Camping
- OPRD Agreement for use of Room Tax Funds for improvements to South Beach State Park

Staff has been/continues working with LGLG on the following issues:

- Fiber Build-out and potential agreements with Coastcom.
- LID Process
- Miscellaneous Agreements
- Employment issues

## **Manager's Office Weekly Report** **Week of December 17, 2012**

Following are various items and issues which the City has been involved with during the week of December 17, 2012.

Airport Staff Meeting: Lance and Terry will be looking through the Part 139 Operating Manual and past certification records to plan and schedule necessary training in order to stay compliant with our Part 139 certificate.

Oregon Transportation Committee Meeting – Hwy 20: I attended with several representatives of our community an Oregon Transportation Committee (OTC) meeting where the Committee discussed options relating to the Highway 20 project. As the Council will recall, ODOT staff developed five options, three of which were unacceptable as they abandoned most or all of the HWY 20 project. Mayor McConnell submitted a letter supporting the completion of the project and I, as well as the other representatives, testified that completion of the project was necessary for safety and economic viability of the region. Comments by members of the OTC indicate they will continue to support completion of the project, with a leaning toward Option 2, which would delay completion until 2016.

COG Manager's Meeting: I attended a monthly meeting with city and county managers from Lincoln, Benton and Linn County organized by the Cascades West Council of Governments. After discussing the wave energy testing facility selection process, the Cascades West Council of Governments agreed to submit a letter of support for the facility to be located in Newport (the letter was written and submitted to Caroline Bauman on Friday the 21<sup>st</sup>).

Central Coast Fire Authority: Chief Paige has developed a power point presentation to discuss the evolution of the Central Coast Fire Authority. Chief Paige will be presenting this to Council and to any other group or organization who is interested.

Emergency 911 Dispatch - Willamette Valley Communication Center: While emergency 911 dispatch has been transferred to Willamette Valley Communication Center (WVCC), the closeout of Lincom and transfer of assets is still being finalized. A complicated process, recognition needs to go to Wayne Belmont who has worked through all the details, from legal issues to honoring the Lincom agency glide-path, to make sure it is done correctly.

New Employees: JJ Schofield, our new HR Generalist, will begin on January 7<sup>th</sup>. Interviews for the City Manager's Administrative Assistant position will be conducted the week of January 7<sup>th</sup>, with the plan to fill the position shortly thereafter.

Business License Administrative Policies: I talked to David Marshall about developing administrative policies for the business license code. This has been on his "To-do List" and he indicated he planned to have an outline of the policies developed for the Council meeting of January 22<sup>nd</sup>.

Out of the Office: Between Thursday December 27<sup>th</sup> through January 1<sup>st</sup> I will be out of town visiting Kim's mom in Bonners Ferry Idaho. I will have my cell phone in case I need to be contacted, however while out of town, Chief Miranda will serve as acting manager.

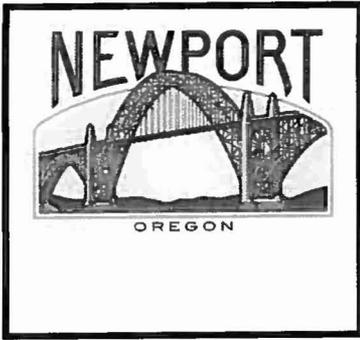
Upcoming issues:

- Updating Sign Code
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- Fiber Build-out and potential agreements with Coastcom.
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- Miscellaneous Agreements
- Employment issues





Agenda Item #  
Meeting Date

IX. A  
January 7, 2013

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

Issue/Agenda Title Presentation on the Fire Department collaboration committee recommendations  
Prepared By: Phil Paige, Fire Chief Dept Head Approval: PLP City Mgr Approval: [Signature]

Issue Before the Council: Presentation on the Fire Department collaboration committee recommendations.

Staff Recommendation: The Council should consider the information presented regarding the Fire Department collaboration committee recommendations in preparation for the upcoming joint workshop with Fire District Boards of Directors, and formal Council action in February, 2013.

Proposed Motion: No action required at this time.

Key Facts and Information Summary: In 2012, the City participated, along with several other Lincoln County Fire Departments in a feasibility study that looked at opportunities for collaborative efforts in providing fire and emergency services. The study was conducted by Emergency Services Consulting International and received in June, 2012. The recommendations included individual department improvements, general collaboration concepts, and considered several strategies for collaboration between fire departments. "Strategy F" - a combination of Newport Fire Department, Newport Rural Fire Protection District, Depoe Bay Fire District and North Lincoln Fire and Rescue District was recommended.

Initial conversations between the "Strategy F" jurisdictions, led to further study of a new "Strategy G" - a combination of NFD, NRFPD, and DBRFD. The more detailed "Strategy G" recommendation suggested an ORS 190 agreement to form a "Fire Authority". A Fire Services Collaboration committee was formed with representatives of many stakeholder groups, including the Newport City Council. The group met over the past several months, and was expanded to include representatives of the Central Oregon Coast Fire District (Waldport).

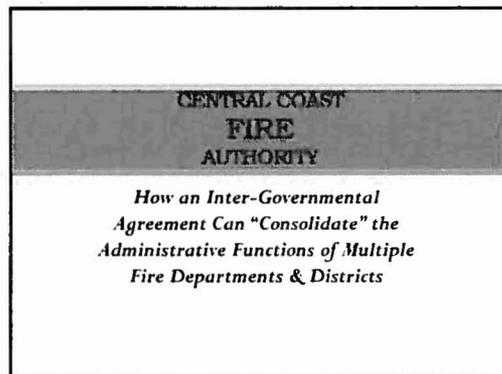
This presentation will review the recommendations of the Fire Department collaboration committee.

Other Alternatives Considered: The City could maintain the status quo regarding fire and emergency services.

City Council Goals: One of the 2012-13 Council Goals is to implement recommendations from the ESCI feasibility study.

Attachment List: PowerPoint presentation

Fiscal Notes: One of the goals of the collaboration committee was to make improvements to service levels without causing increases in costs.



### June 2012 Report by ESCI

**Opportunities for Collaborative Efforts Feasibility Study**

- Central Oregon Coast Fire and Rescue
- Depoe Bay Fire Protection District
- Newport Fire Department (City and District)
- North Lincoln Fire and Rescue District 1
- Siletz Rural Fire Protection District
- Yachats Rural Fire Protection District

### Recommendations

- Individual department improvements
- General collaboration concepts
- "Strategy F" – a combination of NFD, NRFD, DBRFD and NLFER was recommended
- Initial conversations led to further study of "Strategy G" – a combination of NFD, NRFD, and DBRFD
- The more detailed "Strategy G" recommendation suggested a ORS 190 agreement to form a "Fire Authority"
- Full study reports are available for viewing at:  
<http://www.thecityofnewport.net/dept/nfd/CollaborativeEfforts.asp>

### Collaboration Committee Formed

- Representatives from City of Newport, Newport Rural Fire District and Depoe Bay Fire District began meeting
- Representative and Alternate from each governing body, administration, labor group and volunteer group met at least monthly to identify issues and refine a recommendation
- Central Oregon Coast Fire District expressed interest and began meeting with the group
- Developed a model, roles and responsibilities and an organizational chart for a "Central Coast Fire Authority"

### Goals

- Provide for enhanced service levels to all of the communities served
- Maintain existing personnel (volunteer and career)
- Maintain existing programs and seek additional opportunities
- Maintain the current funding levels and contain costs
- Provide a flexible framework that allows for additional entities to collaborate as it becomes mutually beneficial

### Recommendations

- Consolidate the administrative functions of the three current fire departments that serve the four jurisdictions
- Form a "Fire Authority" board through a ORS 190 contract
- The participating parties would be represented on a Central Coast Fire Authority Board by five members, one from each District and two from the City of Newport
- Shared costs for the fire authority budget would be contributed by the same formula used for sharing costs for the original study (based on population, area size, budget, call volume, and W<sup>2</sup> 20% each)
- A contract is being drafted, based on the one used by the recently formed "Lane Fire Authority", by Speer, Hoyt at the direction of the Policy representatives for review by participating parties

## Sample Budget for Year 1 of CCFA

(for purposes of example only)

Share of Expense	Year 1 Estimate
Insurance	\$11,000
Legal	5,000
Audit and reporting	4,000
Patches, badges and T Shirts	12,000
Signs for vehicles and stations	12,000
Printing – Forms, cards, letterhead	3,000
Meetings and Annual Planning Retreat	3,000
Contingency	10,000
<b>Total</b>	<b>\$50,000</b>

## Application of Cost Sharing Formula

(for purposes of example only)

Participating Party	Formula percentage	Total
Central Coast Fire District	26%	\$13,000
Depece Bay Fire District	26%	\$13,000
City of Newport	57%	\$18,500
Newport Rural Fire District	11%	\$5,500
<b>Total</b>	<b>100%</b>	<b>\$50,000</b>

## CENTRAL COAST FIRE AUTHORITY Recommended Organizational Chart



## CENTRAL COAST FIRE AUTHORITY Chief Officers - Administrative Duties

### Fire Chief – Phil Paige

- Oversight of contractual services
- Provides leadership and direction to organization
- Sets fire department policy
- Budget development and management
- Collaborates and maintains partnerships with and supports other fire districts and city departments
- Implements the goals, strategies, programs and policies of the Central Coast Fire Authority Board
- Oversees development and implementation of the strategic plan
- Attends City Council and Board meetings
- Interacts with various community groups
- Supervise Assistant Chief, Executive Assistant/Office Manager and Volunteer Coordinator
- Monitors community fire protection risks

## CENTRAL COAST FIRE AUTHORITY Chief Officers - Administrative Duties

### Assistant Chief / Operations – Josh Williams

- Operations (Fire, LMS, Hazardous Materials, Rescue)
- Personnel matters
- Employee relations
- Report management system coordinator
- Strategic plan implementation
- Operation Manual, SOG's
- Pre-Employment testing and evaluation
- Willamette Valley Dispatch Liaison
- Supervise Shift Captains and the Chiefs of Training, LMS and Prevention Divisions
- IFO Coordination

## CENTRAL COAST FIRE AUTHORITY Chief Officers - Administrative Duties

### Division Chief / Fire Prevention - Rob Murphy

- Fire code administration
- Fire investigations
- Hazardous materials management
- Fire code review & adoption
- Inspection programs
- New development and construction plan review
- Public education and information programs
- Supervise Senior Inspector & 2 Inspectors
- Strike Team Leader
- Attend District Meetings & Prepare Staff reports
- Disaster Preparedness and Emergency Management Programs
- CERT Team management and coordination

## CENTRAL COAST FIRE AUTHORITY Chief Officers - Administrative Duties

### Division Chief / Training & Safety – Hank Walling

- In-service and specialized training coordination for career and volunteer personnel
- Training schedule and calendar
- Recruit testing
- DPST certification coordination and recordkeeping
- Development and maintenance of training facilities
- Cadet Program
- Training records and report management
- Representative to Safety Committees
- Safety operations and procedures
- Promotional exam design and preparation
- COCTO representative
- Wellness program coordinator
- Respiratory protection program coordinator
- Probationary education, training, testing, academy
- Training requests & reimbursement

## CENTRAL COAST FIRE AUTHORITY Chief Officers - Administrative Duties

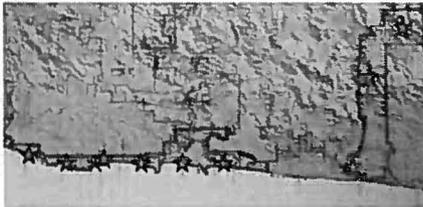
### Division Chief / EMS – Derek Clawson

- EMS Training Coordinator
- Quality Assurance Program
- Recruit EMS Evaluations
- Medical Supply, Equipment, Specification and Purchase
- Ambulance Billing Coordinator
- EMS Report Management System, Records Collection
- Hospital, County and State EMS Liaison
- Primary Officer (HIPAA)
- Designated Officers (Blood Borne Pathogens)
- Pre-employment Testing & Evaluation
- ASA coordination, management and budget
- Certification / recertification management
- Controlled substance manager
- Protocol & documentation compliance
- EMS system structure & oversight
- AED / CPR Programs

## CENTRAL COAST FIRE AUTHORITY

- Chief Officers and other administrative personnel (2.5 FTE) would be shared by the participating departments, but would be budgeted for and remain employees of their current employers
- Operations personnel would remain as currently assigned, but would begin to see more standardized training, operational procedures, and would be under the direction of the shared administration of the Central Coast Fire Authority.

## Central Coast Fire Authority Area



## Central Coast Fire Authority

- 82 square miles with an additional 200 sq. mile ambulance service area (Central Coast Fire)
- Service population of 19,410
- 3,037 calls for service (2011)
- 9 Fire stations
- Apparatus
  - 11 fire engines
  - 1 ladder truck
  - 2 ambulances
  - 3 rescues
  - 7 command vehicles
  - 1 rescue boat
  - 1 water tender/1 Beach Rescuer (Humbler)
  - 1 Quads
  - 1 ARES rescuer
- Asset value - \$2,405,547,064
- Personnel
  - 20 career
  - 24 volunteer
  - 3 career administration

## Where do we go from here?

- January 24, 2013 – joint work session with full representation from the Newport City Council and the Boards of Directors from Central Coast, Depoe Bay and Newport Rural fire districts for information update, presentation of draft contract and question and answers.
- Regular meeting of each governmental entity in February, for a formal decision regarding participation in the Central Coast Fire Authority, and authorization for entering into the contract under ORS 190.
- Begin budgeting, planning and implementation for July 1, 2013 start date.



Agenda Item #  
Meeting Date

X. A.  
1/7/13

CITY COUNCIL AGENDA ITEM SUMMARY  
City Of Newport, Oregon

Issue/Agenda Title: Public Hearing on Ordinance No. 2047 that Would Create a New Municipal Code Chapter 4.30 Prohibiting the Distribution of Single-Use Plastic Carryout Bags by Retail Establishments

Prepared By: Peggy Hawker Dept Head Approval: ph City Manager Approval: [Signature]

Issue Before the Council: The issue before Council is to hear public testimony on the potential adoption of Ordinance No. 2047 which would create a new Municipal Code Chapter 4.30 prohibiting a the distribution of single-use plastic carryout bags by retail establishments.

Staff Recommendation: Staff recommends Council hear public testimony and direct staff accordingly.

Proposed Motion: None. This is to hear public testimony only.

Key Facts and Information Summary: On December 6, 2010, the City Council adopted Resolution No. 3529 supporting the state Legislature passing legislation to ban single-use plastic checkout bags. That legislation was not passed. Subsequently, the City Council was asked to consider adopting an ordinance banning single-use plastic checkout bags. On October 17, 2011, the City Council held a public hearing at which time public testimony and written comment was presented almost entirely in favor of a local ban on single-use plastic checkout bags. Following this public hearing, the City Council decided in a 5-2 vote to move forward with drafting an ordinance to ban single-use plastic checkout bags with a charge on paper checkout bags. On November 7, 2011, the City Council voted 4-3 to reconsider and then deny its October 17, 2011 decision. On December 5, 2011, the City Council considered the suggestion to form an advisory task force. On January 3, 2012, the City Council considered a potential list of stakeholders for an advisory task force; a timeline for the task force; and the responsibility of the task force. On January 17, 2012, the City Council considered a draft resolution that would establish this task force. On February 6, 2012, the City Council adopted Resolution No. 3576 establishing a task force to study and recommend a community plan for single-use plastic checkout bags. The Plastic Bag Community Plan Task Force met eight times during 2012 (April 19, May 3, May 31, June 28, July 26, August 23, September 27, October 11). At its last meeting, the Task Force voted on four options: 1. Adopt the Corvallis Model - Ban with Fee for Paper; Newport Model - No Ban + Fee; Transition - Assess in One Year; Voluntary Ban. The option receiving the most votes was the Corvallis Model - Ban with Fee for Paper. The Task Force made a presentation to City Council on October 15, 2012. Council heard comments from the audience and received copies of written comments. At this meeting, the City Council adopted the following motion in a 4-3 vote: MOTION was made by Sawyer, seconded by Bertuleit, to direct staff to bring an ordinance, based on the Corvallis model, banning the use of single use plastic bags, to send to the voters in May of 2013,

to become effective if approved by the voters. That ordinance is attached as Ordinance No. 2047. It is based on the Corvallis model, but effective if approved by the voters at an election to be held on May 21, 2013.

Attachment List: Ordinance No. 2047  
Resolution No. 3576 Establishing the Task Force  
List of Options and Votes of the Task Force on Each of the Options

Fiscal Notes: The cost of the election is not projected to exceed \$1,500.

CITY OF NEWPORT

ORDINANCE NO. 2047

AN ORDINANCE CREATING A  
NEW MUNICIPAL CODE CHAPTER 4.30  
REGARDING SINGLE-USE PLASTIC CARRYOUT BAGS  
AND STATING AN EFFECTIVE DATE

Section 1. Chapter 4, Businesses, of the Newport Municipal Code is amended to add Chapter 4.30 as follows:

- 4.30.010 Purpose.
- 4.30.020 Definitions.
- 4.30.030 Supervision by City Manager.
- 4.30.040 Single-Use Plastic Carryout Bag Regulation.
- 4.30.050 Enforcement and Penalties.
- 4.30.060 Severability.

4.30.010 Purpose.

The purpose of this Chapter is to prohibit retail establishments from distributing single-use plastic carryout bags to their customers and to encourage the distribution and use of reusable options in order to avoid the negative environmental consequences found with the use of single-use plastic carryout bags.

4.30.020 Definitions.

- A. ASTM Standard means the current American Society for Testing and Materials (ASTM)'s International D-6400.
- B. City means the City of Newport.
- C. City Manager means the City Manager for the City of Newport or the City Manager's designee acting under his or her direction.
- D. Recyclable Paper Bag means a paper bag that meets all of the following requirements:
  - 1. Is 100% recyclable and contains a minimum of 40% post-consumer recycled content;
  - 2. Is capable of composting consistent with the timeline and specifications of the ASTM Standard.

- E. Retail Establishment means any store, shop, sales outlet, or vendor located within the City of Newport that sells goods at retail. Retail Establishment does not include any establishment where the primary business is the preparation of food or drink:
1. For consumption by the public;
  2. In a form or quantity that is consumable then and there, whether or not it is consumed within the confines of the place where prepared; or
  3. In consumable form for consumption outside the place where prepared.
- F. Reusable Bag means a bag with handles that is either:
1. Made of cloth or other machine washable material, or
  2. Made of durable plastic that is at least 2.25 mils thick.
- G. Single-use Plastic Carryout Bag means a plastic bag made from synthetic or natural organic materials, that is provided by a Retail Establishment to a customer at the point of sale for use to transport or carry away purchases from the Retail Establishment. A Single-use Plastic Carryout Bag does not include:
1. A reusable bag;
  2. A plastic bag provided by a Retail Establishment to a customer at a time other than the time of checkout; or
  3. Pharmacy prescription bags.

#### 4.30.030 Supervision by City Manager.

The regulation of Single-use Plastic Carryout Bags in the city under the provisions herein shall be under the supervision of the City Manager.

#### 4.30.040 Single-use Plastic Carryout Bag Regulation.

- A. Retail Establishments shall not provide or make available Single-use Plastic Carryout Bags to customers.
- B. When a Retail Establishment makes a Recyclable Paper Bag available to a customer at the point of sale, the Retail Establishment shall charge the customer a reasonable pass-through cost of not less than five cents per Recyclable Paper Bag provided to the customer.
- C. A Retail Establishment shall provide customers who use a voucher issued under the Women, Infants, and Children Program established in the Oregon Health Authority

under ORS 409.600 with a Reusable Bag or a Recyclable Paper Bag at no cost upon request of the customer at the point of sale.

#### 4.30.050 Enforcement and Penalties.

- A. A person is guilty of a violation of this Section, if that person is the one who provides or makes available a Single-use Plastic Carryout Bag to customers, and/or is a person who is in charge or in control of a retail establishment that provides or makes available a Single-use Plastic Carryout Bag to customers, and/or is a person or business entity (e.g., corporation, firm, partnership, association, limited liability entity, cooperative) who owns a retail establishment that provides or makes available a Single-use Plastic Carryout Bag to customers, or is an agent, officer, or manager, director, or employee who exercises authority over the retail establishment that provides or makes available a Single-use Plastic Carryout Bag to customers.
- B. Each Single-use Plastic Carryout Bag provided or made available to customers in violation of this section is a separate offense.
- C. A violation of this section is a Class A infraction, with a minimum fine for each separate offense of not less than \$200.
- D. Enforcement of this section shall begin July 1, 2014 for retailers with more than 50 full-time equivalent employees and January 1, 2015 for retailers with 50 or less full-time equivalent employees.

#### 4.30.060 Severability.

If any provision, paragraph, word, section, or article of this Section is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and chapters shall not be affected and shall continue in full force and effect.

Section 2. This ordinance shall take effect immediately if approved by the electors of the City of Newport at an election to be held on May 21, 2013.

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Sandra Roumagoux, Mayor

ATTEST:

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Margaret M. Hawker, City Recorder

CITY OF NEWPORT  
RESOLUTION NO. 3576

A Resolution Establishing a Task Force to Study and Recommend  
A Community Plan for Single-Use Plastic Checkout Bags

**FINDINGS:**

1. On December 6, 2010, the Council unanimously adopted Resolution No. 3529 in support of the state Legislature passing legislation to ban single-use plastic checkout bags. Such legislation was not passed in the 2011 session.
2. Subsequently, the Council was asked to consider passing an ordinance to ban single-use plastic checkout bags. A petition signed by around 50 local groups and businesses was submitted to the Council in support of this request.
3. On October 17, 2011, the Council held a public hearing in which public testimony and submitted written comment ran almost entirely in favor of a local ban on single-use plastic checkout bags. Following the public hearing, the Council decided in a 5-2 vote to move forward with drafting an ordinance to ban single-use plastic checkout bags with a charge on paper checkout bags.
4. On November 7, 2011, the Council voted 4-3 to reconsider and then deny its October 17 decision. Councilor Allen, who voted against drafting an ordinance, offered and was asked to put together some suggestions for discussion the following month.
5. On December 5, 2011, the Council considered the suggestion to form an advisory task force. Councilor Allen, with assistance from Councilor Roumagoux, who voted in favor of drafting an ordinance, was asked to put together some preliminary ideas for an advisory task force for discussion the following month.
6. On January 3, 2012, the Council considered a potential list of stakeholders for an advisory task force, a timeline for the task force, and responsibility of the task force. Councilor Allen, with assistance from Councilor Roumagoux, was asked to put together a draft resolution for discussion the following Council meeting.
7. On January 17, 2012, the Council considered a draft resolution to establish a task force, and after further discussion directed city staff to initiate the process of establishing a task force with membership, a timeline, and responsibility as set forth below.

**NOW, THEREFORE, THE CITY OF NEWPORT RESOLVES:**

**Section 1.** The Council establishes a Plastic Bag Community Plan Task Force with the following members:

Surfrider Foundation - Newport Chapter  
Oregon League of Conservation Voters - Lincoln County Chapter  
Lincoln County Solid Waste District  
Lincoln County Solid Waste Hauler/s  
Northwest Grocery Association  
J C Thriftway Market  
Newport Farmer's Market  
Large Retailer (non-grocery)  
Smaller Retailer (non-grocery)  
At least two Public at-large

Section 2. The members listed in Section 1 above, with the exception of larger retailer, smaller retailer, and public at-large, can select the person/s to represent them on the Task Force. Council will appoint larger retailer, smaller retailer, and public at-large through the standard city application and interview process.

Section 3. The responsibility of the Task Force is to identify different approaches to reduce or eliminate the use of single-use plastic checkout bags, and ways in which to measure their effectiveness. This may include community outreach and education, local recycling efforts, a local ban either with or without a charge/deposit on paper checkout bags, or a combination of these or other approaches.

Section 4. The Task Force can seek assistance from local organizations, like the Greater Newport Chamber of Commerce, as an information resource. Task Force members can do their own information gathering as well.

Section 5. The Task Force will be responsible for forwarding recommendation/s to the Council for consideration and potential plan of action.

Section 6. The Task Force will be responsible for completing its task by the Council's regular meeting on September 4, 2012.

Section 7. This resolution is effective upon adoption.

Passed and adopted by the Newport City Council on February 6, 2012.



Mark McConnell, Mayor

ATTEST:

  
Margaret M. Hawker, City Recorder

	Corvallis Model Ban + Fee	Newport Model No Ban + Fee	Transition Assess in One Year	Voluntary
Not Support	4	6	5	6
Could Support	0	1	4	0
Support	6	3	0	4
Abstentions*	2	2	3	2

\*Abstentions were: Lincoln County Hauler Representative, Mark Saelens, and for Option 3 (Transition) Herb Goblirsch.



Agenda Item# XI.A.  
Meeting Date: 1/7/13

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

Issue/Agenda Title: Consideration of Award for CBS Outdoor Billboard

Prepared By: ca Dept Head Approval: jv City Mgr Approval: 

**Issue Before the Council:** The issue before Council is the consideration of a billboard located on Hwy. 99 near Newberg, and poster billboards placed throughout the Eugene/Springfield area and in and around Corvallis/Albany. A proposal was submitted by CBS Outdoor, was reviewed and recommended by the Destination Newport Committee.

**Staff Recommendation:** The current procedure requires a recommendation from the Destination Newport Committee to the City Council. The DNC is forwarding a positive recommendation to enter into an agreement with CBS Outdoor for placement of advertising on a billboard for one year (Feb. 2013-Feb. 2014) at a cost of \$14,000. The billboard is located near Newberg. They are also recommending we enter into an agreement with CBS Outdoor for a poster campaign from March through June of 2013. The poster campaign will be in the Eugene/Springfield area, as well as Corvallis/Albany, at a cost of \$34,180 with production costs of \$4,400.

**Proposed Motion:** I move to approve the Destination Newport Committee's recommendations to enter into an agreement with CBS Outdoor Advertising for one year billboard advertising near Newberg, and a poster campaign in and around Eugene/Springfield/Corvallis and Albany in the total amount \$52,580.

**Key Facts and Information Summary:** CBS Outdoor proposed a billboard located on Hwy. 99 near Newberg. The billboard faces north, and is a 12' by 24' billboard. The billboard advertising will be for a year beginning February 4, 2013, through February 2, 2014, at a total cost of \$14,000. CBS also recommended a poster campaign that will run from March 2013 through June 2013. The posters will be located in the Eugene/Springfield area, as well as Corvallis/Albany. The cost for the posters will be \$34,525 for the four month run, and there will be a production cost associated with the poster campaign, which will be \$4,400.

**Other Alternatives Considered:** None.

**City Council Goals:** The request does not address a specific City Council goal.

**Attachment List:** Attached is the order and agreements for the billboard and production costs.

**Fiscal Notes:** If approved, this funding would come from budgeted marketing and advertising monies in the Room Tax Fund.

# ADVERTISER AGREEMENT



CBS Outdoor  
135 Silver Lane, Suite 230  
Eugene, OR 97404  
(541) 607-9355  
(541) 607-9384

CONTRACT NO.: 1331734

DATE: 12/14/12

ADVERTISER: Visit Newport/Visit Newport

SALESPERSON: Leigh Deinert (169)

Client Supplies Production: No

*Copy must meet Production specifications and be received 10 working days prior to each advertising period.*  
THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF CBS OUTDOOR'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

**ADVERTISER**

City of Newport  
169 Coast Hwy  
Newport, OR 97365  
541-574-0603  
Attn: Jim Voetberg

Subject to the terms of the Production Information Addendum Page and the CBS Outdoor Terms and Conditions of Advertising Service each attached hereto and made a part hereof, "ADVERTISER/AGENCY" hereby contracts with CBS Outdoor ("Company") for the display of advertising Copy ("Copy") on the outdoor advertising display(s) described below, commencing approximately on the commencement date of the Advertising Period listed below. Advertiser/Agency shall provide the Copy in the form and type specified by Company.  
**See Production Information Addendum page for shipping quantities and addresses.**

Market	Media/Location(s)	Size	GRP/EOI 18+	Units	Advertising Period	No. of Periods	*	Period Cost
Oregon	Bulletins/Newberg/Unit# 17505A-O W/L HWY 99 45 FT S/O 2ND WAY N F/N	12'x24'	83,669	1	02/04/13-02/02/14	13.00	OT	\$14,000.00

Special Instructions:  
Production included

Net Agreement Total: \$14,000.00

**THIS AGREEMENT IS NON-CANCELABLE BY ADVERTISER/AGENCY EXCEPT AS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED HERETO WITH RESPECT TO TRANSIT DISPLAYS ONLY. THIS AGREEMENT CONSISTS OF THIS PAGE, THE PRODUCTION INFORMATION ADDENDUM PAGE, AND THE CBS OUTDOOR TERMS AND CONDITIONS OF ADVERTISING SERVICE INCORPORATED HEREIN, ALL OF WHICH ADVERTISER/AGENCY HEREBY ACKNOWLEDGES RECEIVING AND APPROVING. ANY MISSING PAGES OF THIS AGREEMENT MAY BE OBTAINED OR REQUESTED THROUGH ANY CBS OUTDOOR OFFICE OR REPRESENTATIVE IF LOST OR NOT RECEIVED BY ADVERTISER/AGENCY. FACSIMILE SIGNATURES SHALL HAVE THE SAME FORCE AND EFFECT AS ORIGINAL SIGNATURES. THIS AGREEMENT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE ONE AND THE SAME COPY. AGENCY AND/OR THE SIGNATORY HERETO REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO EXECUTE THE SAME ON BEHALF OF AND BIND THE ADVERTISER AND THAT THE ADVERTISER APPROVES SAME.**

ACCEPTED AND AGREED TO BY - CBS OUTDOOR

ADVERTISER/AGENCY \_\_\_\_\_  
AUTHORIZED SIGNATURE - TITLE

BY \_\_\_\_\_ DATE \_\_\_\_\_

PLEASE PRINT \_\_\_\_\_ DATE \_\_\_\_\_  
NAME - TITLE

\* Period Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time TF=Till Forbid

# ADVERTISER AGREEMENT - PRODUCTION INFORMATION ADDENDUM



ADVERTISER  
 City of Newport  
 169 Coast Hwy  
 Newport, OR 97365  
 541-574-0603  
 Attn: Jim Voetberg

CONTRACT NO.: 1331734

DATE: 12/14/12

ADVERTISER: Visit Newport/Visit Newport

SALESPERSON: Leigh Deinert (169)

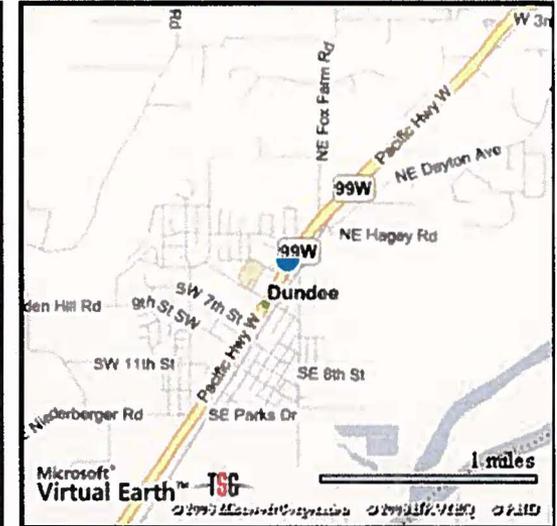
*Copy must meet Production specifications and be received 10 working days prior to each advertising period.*  
 THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF CBS OUTDOOR'S  
 MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Market	Media/Location(s)	Size	Copy Due Date	Shipping Quantity	Shipping Address	Service AE	Ext. Fab Per Sq Ft
Oregon	Bulletins/Newberg/Unit# 17505A-O W/L HWY 99 45 FT S/O 2ND WAY N F/N	12'x24'	01/21/13	1	Webfoot Enterprises, LLC 83815 S. Morningstar Creswell, OR 97426 541-895-4275 Attn: Sam Schartz		

## CBS OUTDOOR TERMS AND CONDITIONS OF ADVERTISING SERVICE

1. As used in this herein, Company shall mean CBS Outdoor and Advertiser shall mean and be deemed to include, in addition to Advertiser, any advertising agency or any other agent or licensee of Advertiser (collectively "Advertiser").
2. At least ten (10) working days before the estimated start date, Advertiser, at its sole expense, shall furnish and deliver to Company or to service points designated by Company, sufficient supply of advertising copy, in form and type specified by Company along with written notice to Company setting forth required posting instructions. If copy is not so received, a loss of service may occur or additional costs may be charged by Company although commercially reasonable efforts will be used to post copy as promptly as practicable after receipt from Advertiser. If Advertiser requests expedited installation within five working days of receipt of late received copy, a fee of not less than \$650 per location will be payable. In any event, if copy is not received in a timely manner, Company may use subject locations in any manner, without limiting Advertiser's liability to pay for such space prior to posting the late received copy. If Copy is furnished and delivered as required above and such Copy is not rejected by Company pursuant to the terms hereof (i) the Copy shall be posted, and (ii) in the case of showing based programs the Copy shall be Significantly Posted (as hereinafter defined) by Company within five (5) working days of the date for the commencement of the Advertising Period set forth on the first page of this Agreement. For the purposes hereof, a program shall be deemed to be Significantly Posted if at least 85% of the program has been posted. Nudity, pornographic, profane or obscene copy shall not be permitted. The character, design, text and illustrations on advertising copy and the material used shall be subject to approval by Company and by the location owner, transit company/authority or third party controlling location ("Owner"). If copy is rejected, Advertiser shall continue to be liable for the full term of this Contract and Advertiser shall be responsible for providing an acceptable replacement copy within ten days of notification that a previous copy was rejected. If production is received after the date specified by Company, Company shall be entitled to full payment for the contract period even if partial or no display results. Advertiser shall indemnify, defend and save harmless Company and Owner against all claims and liabilities arising out of the advertising material displayed under this Contract, including but not limited to any claim for defamation, or infringement of any copyright, trademark, or other intellectual property or privacy right and reasonable attorneys' fees and expenses incurred in defending any such claims.
3. Should Advertiser's copy be damaged, defaced, or deteriorated for any reason whatsoever, including ordinary wear and tear, or if lost or stolen, Advertiser shall furnish a replacement copy, upon Company's request, without liability or expense to Company. If Advertiser fails to provide such replacement copy, Company may use the location involved in any manner, without releasing Advertiser from obligation to pay for such location. Unless otherwise specified on the face hereof, there will be a service charge for all installations on walls and for any changes in any display material after initial placement. All designs for displays produced by Company will be faithfully reproduced. Company will maintain displays in good condition to the extent of matters reasonably within Company's control or assumed responsibilities. Any repainting or reposting requested by Advertiser in addition to that specified herein, if any, shall be paid by Advertiser in advance per Company's current quoted prices.
4. If for any reason whatsoever during the term hereof (i) Company is unable to secure any specified location or loses the right to use any location, or (ii) any location becomes obstructed, destroyed or defaced, or (iii) Company fails to timely meet its posting requirements hereunder, any resulting loss of advertising shall not be deemed a breach or termination of this Contract. Company shall have the option to replace lost locations with locations of equal value per Company's prices and/or classifications, or to issue a pro-rated credit. Any delay in commencing of service and/or posting of fewer locations than specified and/or resulting loss of advertising service caused by any reason whatsoever, shall not render Company liable for any damages or offsets of any kind and shall be remedied solely by extending the Advertising Period of this Contract to provide an equivalent amount of advertising service at the contracted location or a replacement location of equal value, or at Company's option, result in a pro-rated credit, with all other remedies at law or equity being expressly waived by Advertiser. Notwithstanding anything contained herein to the contrary, if any location is lost for any reason whatsoever, Company shall also have the option to terminate this Contract and receive payment in full for services through the termination date.
5. Where illuminated displays are provided, illumination will be from dusk to midnight. If illumination is halted or reduced for any reason, including but not limited to operation of law or malfunction of equipment, Advertiser shall receive a credit for the period of reduced or non-illumination at the rate of fifteen percent (15%) of the contract price for the impacted period, provided Advertiser shall have first given written notice to Company of the illumination problem and same continues for more than five (5) days after Company's receipt of such notice.
6. Advertiser shall inspect the display within three (3) days after installation. Unless within such period Advertiser gives written notice to Company specifying any defect, the display shall be conclusively presumed to have been inspected and approved by Advertiser for all purposes whatsoever, including content and location of displays. If after installation of display Owner disapproves any advertisement, or if adverse publicity results from any display, Company shall have the right to remove advertisement and, at its option, either terminate this Contract or request a new acceptable advertisement copy pursuant to paragraph 2 above. Company and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations. In the event any advertisement becomes illegal, Company reserves the right to terminate same upon notice to Advertiser. Acceptance of this Contract is subject to credit check and approval by Company. Company, in its sole discretion, may extend or reject credit, or at any time during the term, withdraw credit and Company may thereupon require partial or full payment of the remaining contract amount in advance. In the event of any termination under this paragraph, Advertiser's obligation shall cease as of the effective termination date.
7. Agency and Advertiser shall be jointly and severally liable for payment of the amounts owed under this Contract. In the event of default or material breach by Advertiser/Agency, in addition to other remedies available at law, Company may: (a) cancel this Contract without prior notice and demand payments of all amounts remaining due and owing; (b) without terminating this Contract, declare the entire balance of payments to be made hereunder immediately due and payable; (c) remove all of Advertiser's displays without limiting Advertiser's liability hereunder; and/or (d) declare Advertiser in default under any other agreement with Company. Waiver by Company of any breach by Advertiser/Agency hereunder shall not prejudice the rights of Company with respect to any breach not specifically waived by Company. In the event of legal action arising out of this Contract, Company shall be entitled to recover its reasonable attorneys' fees and out of pocket expenses. This Contract and all related claims shall be construed according to the laws of the State of Arizona and Maricopa County, Arizona shall be the proper and exclusive legal jurisdiction and venue for any resulting legal action.
8. Invoicing will be rendered monthly in advance dating from the commencement date. Invoices rendered to Advertiser shall be conclusive as to the correctness of the items stated unless Company receives written objection within fifteen (15) days thereof. Non-receipt of invoices or lack of invoicing, shall not impact Advertiser's liability hereunder. Any discounts given shall be forfeited/reversed for invoices not paid within sixty (60) days from the date thereof. All rates and adjustments are computed on the basis of thirty (30) days to the month, unless a different period is specified on the face hereof. Invoices shall be due thirty (30) days after the date of invoice and failure to pay within such timeframe shall result in a default hereunder and shall further be deemed a default under any other agreements with Company. Invoices not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month (18% annual), or such lesser rate permitted by law.
9. Company shall not be held responsible for unused posters, displays or other copy provided by Advertiser and Company may dispose of any such materials. Company may promote Company's own business through the use of Advertiser's posters or displays in any manner whatsoever. Company is an Equal Opportunity Employer.
10. This Contract contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligation of either party hereto. This Contract is not cancelable or assignable by Advertiser, nor may the subject of the advertising be changed without the consent of Company. Notwithstanding the foregoing, agreements for transit displays may be cancelled by Advertiser upon providing at least 90-days written notice prior to affected posting date, with Advertiser paying, upon invoicing, short rate for actual length of term.
11. The following provisions shall be applicable in the event that this Contract shall be for the display of advertising copy on a LED, LCD or other digital display sign ("Digital Sign"): Notwithstanding anything herein to the contrary, the Company shall be not obligated to display the copy for more than 91% of the display time provided hereunder (the "Guaranteed Display Time"). If the Company displays the copy for at least the Guaranteed Display time, there shall be no reduction in the fee paid hereunder or extension of the term hereof. If the Company displays the copy for less than the Guaranteed Display Time, the Company shall, in its sole discretion, either (i) terminate this Contract and reimburse the Advertiser for fees paid relating to the period for which the copy was not displayed for at least the Guaranteed Display Time, (ii) equitably extend the Advertising Period of this Contract at the contracted location or a replacement location of equal value, or (iii) issue to Advertiser a pro-rated credit for advertising services equivalent to the period for which copy was not displayed for the Guaranteed Display Time. The Advertiser hereby expressly waives all other remedies at law or equity, and the Company shall have no other liability to the Advertiser as a result of any failure to display the copy for at least the Guaranteed Display Time. In addition to the foregoing, the Company shall have the right at any time to preempt the display of copy in order to utilize the Digital Sign(s) for public service messages in connection with (i) an Amber Alert, or (ii) at the request of any Federal, State or local authority, any public emergency (including but not limited to emergencies related to homeland security) (an "Emergency Interruption"). In such event, the Company shall not be in breach of this Contract and the Company shall have no liability to the Advertiser pursuant to the preceding paragraph or otherwise as a result of any such Emergency Interruption. The Advertiser hereby expressly waives any remedies at law or equity to which the Advertiser might otherwise be entitled as a result of such Emergency Interruption. For the purposes of the provisions hereof pertaining to the display of advertising on a Digital Sign, "copy" shall be deemed to mean any advertisement displayed on such sign whether the same is animated, static or otherwise, specifically including, but not limited to, streaming content or digital images, as applicable.
12. Agency/Advertiser hereby represents, warrants and confirms that it is aware of the requirements of 18 U.S.C. §§ 2257-2257A and that it fully complies with them either by certifying to the U.S. Attorney General, in the form required by 28 C.F.R. § 75.9, that Agency/Advertiser collects and maintains individually identifiable information relating to models used in the advertisement to be displayed pursuant to the terms hereof (including but not limited to their names, addresses, and dates of birth) in accordance with applicable Federal and/or State tax and labor or other law, or that Agency/Advertiser creates, maintains, cross-indexes and makes available for inspection records as required by 28 C.F.R. §§ 75.2-75.5. Upon request, Agency/Advertiser will provide Company with proof of its compliance.

# NORTH WEST NON-METRO - Newberg, Or #17505A



**NOTES:**  
Production Material: Vinyl  
This location is illuminated.  
Latitude: 45.299924 Longitude: -122.985029

**W/L HWY 99 45 FT S/O 2ND WAY N / Facing N - 12'x24'**  
**EOI (Eyes On Impressions/wk): 76,279 / DEC: 19.45**



135 Silver Lane, Suite 230 • Eugene • OR • 97404 • (541) 607-9355 • WWW.CBSOUTDOOR.COM



# ADVERTISER AGREEMENT



CBS Outdoor  
135 Silver Lane, Suite 230  
Eugene, OR 97404  
(541) 607-9355  
(541) 607-9384

CONTRACT NO.: **1291819**

DATE: 12/14/12

ADVERTISER: **City of Newport/Visit Newport**

SALESPERSON: Leigh Deinert (169)

Client Supplies Production: No

*Copy must meet Production specifications and be received 10 working days prior to each advertising period.*  
THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF CBS OUTDOOR'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

**ADVERTISER**  
City of Newport  
169 Coast Hwy  
Newport, OR 97365  
541-574-0603  
Attn: Jim Voetberg

Subject to the terms of the Production Information Addendum Page and the CBS Outdoor Terms and Conditions of Advertising Service each attached hereto and made a part hereof, "ADVERTISER/AGENCY" hereby contracts with CBS Outdoor ("Company") for the display of advertising Copy ("Copy") on the outdoor advertising display(s) described below, commencing approximately on the commencement date of the Advertising Period listed below. Advertiser/Agency shall provide the Copy in the form and type specified by Company.  
**See Production Information Addendum page for shipping quantities and addresses.**

Market	Media/Location(s)	Size	GRP/EOI 18+	Units	Advertising Period	No. of Periods	*	Period Cost
Oregon Posters	Posters/Eugene/Springfield	10'5h x 22'8w	50	9	03/04/13-04/28/13	2.00	4W	\$3,600.00
Oregon Posters	Posters/Corvallis/Albany	10'5h x 22'8w	50	7	03/04/13-04/28/13	2.00	4W	\$3,465.00
Oregon Posters	Posters/Eugene/Springfield	10'5h x 22'8w	100	15	04/29/13-06/23/13	2.00	4W	\$4,500.00
Oregon Posters	Posters/Corvallis/Albany	10'5h x 22'8w	100	13	04/29/13-06/23/13	2.00	4W	\$5,525.00

**Special Instructions:**  
8 week posting cycle

**Net Agreement Total: \$34,180.00**

**THIS AGREEMENT IS NON-CANCELABLE BY ADVERTISER/AGENCY EXCEPT AS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED HERETO WITH RESPECT TO TRANSIT DISPLAYS ONLY. THIS AGREEMENT CONSISTS OF THIS PAGE, THE PRODUCTION INFORMATION ADDENDUM PAGE, AND THE CBS OUTDOOR TERMS AND CONDITIONS OF ADVERTISING SERVICE INCORPORATED HEREIN, ALL OF WHICH ADVERTISER/AGENCY HEREBY ACKNOWLEDGES RECEIVING AND APPROVING. ANY MISSING PAGES OF THIS AGREEMENT MAY BE OBTAINED OR REQUESTED THROUGH ANY CBS OUTDOOR OFFICE OR REPRESENTATIVE IF LOST OR NOT RECEIVED BY ADVERTISER/AGENCY. FACSIMILE SIGNATURES SHALL HAVE THE SAME FORCE AND EFFECT AS ORIGINAL SIGNATURES. THIS AGREEMENT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE ONE AND THE SAME COPY. AGENCY AND/OR THE SIGNATORY HERETO REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO EXECUTE THE SAME ON BEHALF OF AND BIND THE ADVERTISER AND THAT THE ADVERTISER APPROVES SAME.**

ACCEPTED AND AGREED TO BY - CBS OUTDOOR

ADVERTISER/AGENCY \_\_\_\_\_  
AUTHORIZED SIGNATURE - TITLE

BY \_\_\_\_\_ DATE \_\_\_\_\_

PLEASE PRINT \_\_\_\_\_ DATE \_\_\_\_\_  
NAME - TITLE

\* Period Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time TF=Till Forbid

# ADVERTISER AGREEMENT - PRODUCTION INFORMATION ADDENDUM



ADVERTISER  
 City of Newport  
 169 Coast Hwy  
 Newport, OR 97365  
 541-574-0603  
 Attn: Jim Voetberg

CONTRACT NO.: **1291819**

DATE: 12/14/12

ADVERTISER: **City of Newport/Visit Newport**

SALESPERSON: Leigh Deinert (169)

*Copy must meet Production specifications and be received 10 working days prior to each advertising period.*  
 THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF CBS OUTDOOR'S  
 MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Market	Media/Location(s)	Size	Copy Due Date	Shipping Quantity	Shipping Address	Service AE	Ext. Fab Per Sq Ft
Oregon Posters	Posters/Eugene/Springfield	10'5h x 22'8w	02/18/13	9	Webfoot Enterprises, LLC 83815 S. Morningstar Creswell, OR 97426 541-895-4275 Attn: Sam Schartz		
Oregon Posters	Posters/Corvallis/Albany	10'5h x 22'8w	02/18/13	7	Webfoot Enterprises, LLC 83815 S. Morningstar Creswell, OR 97426 541-895-4275 Attn: Sam Schartz		
Oregon Posters	Posters/Eugene/Springfield	10'5h x 22'8w	04/15/13	15	Webfoot Enterprises, LLC 83815 S. Morningstar Creswell, OR 97426 541-895-4275 Attn: Sam Schartz		
Oregon Posters	Posters/Corvallis/Albany	10'5h x 22'8w	04/15/13	13	Webfoot Enterprises, LLC 83815 S. Morningstar Creswell, OR 97426 541-895-4275 Attn: Sam Schartz		

## CBS OUTDOOR TERMS AND CONDITIONS OF ADVERTISING SERVICE

1. As used in this herein, Company shall mean CBS Outdoor and Advertiser shall mean and be deemed to include, in addition to Advertiser, any advertising agency or any other agent or licensee of Advertiser (collectively "Advertiser").
2. At least ten (10) working days before the estimated start date, Advertiser, at its sole expense, shall furnish and deliver to Company or to service points designated by Company, sufficient supply of advertising copy, in form and type specified by Company along with written notice to Company setting forth required posting instructions. If copy is not so received, a loss of service may occur or additional costs may be charged by Company although commercially reasonable efforts will be used to post copy as promptly as practicable after receipt from Advertiser. If Advertiser requests expedited installation within five working days of receipt of late received copy, a fee of not less than \$650 per location will be payable. In any event, if copy is not received in a timely manner, Company may use subject locations in any manner, without limiting Advertiser's liability to pay for such space prior to posting the late received copy. If Copy is furnished and delivered as required above and such Copy is not rejected by Company pursuant to the terms hereof (i) the Copy shall be posted, and (ii) in the case of showing based programs the Copy shall be Significantly Posted (as hereinafter defined) by Company within five (5) working days of the date for the commencement of the Advertising Period set forth on the first page of this Agreement. For the purposes hereof, a program shall be deemed to be Significantly Posted if at least 85% of the program has been posted. Nudity, pornographic, profane or obscene copy shall not be permitted. The character, design, text and illustrations on advertising copy and the material used shall be subject to approval by Company and by location owner, transit company/authority or third party controlling location ("Owner"). If copy is rejected, Advertiser shall continue to be liable for the full term of this Contract and Advertiser shall be responsible for providing an acceptable replacement copy within ten days of notification that a previous copy was rejected. If production is received after the date specified by Company, Company shall be entitled to full payment for the contract period even if partial or no display results. Advertiser shall indemnify, defend and save harmless Company and Owner against all claims and liabilities arising out of the advertising material displayed under this Contract, including but not limited to any claim for defamation, or infringement of any copyright, trademark, or other intellectual property or privacy right and reasonable attorneys' fees and expenses incurred in defending any such claims.
3. Should Advertiser's copy be damaged, defaced, or deteriorated for any reason whatsoever, including ordinary wear and tear, or if lost or stolen, Advertiser shall furnish a replacement copy, upon Company's request, without liability or expense to Company. If Advertiser fails to provide such replacement copy, Company may use the location involved in any manner, without releasing Advertiser from obligation to pay for such location. Unless otherwise specified on the face hereof, there will be a service charge for all installations on walls and for any changes in any display material after initial placement. All designs for displays produced by Company will be faithfully reproduced. Company will maintain displays in good condition to the extent of matters reasonably within Company's control or assumed responsibilities. Any repainting or reposting requested by Advertiser in addition to that specified herein, if any, shall be paid by Advertiser in advance per Company's current quoted prices.
4. If for any reason whatsoever during the term hereof (i) Company is unable to secure any specified location or loses the right to use any location, or (ii) any location becomes obstructed, destroyed or defaced, or (iii) Company fails to timely meet its posting requirements hereunder, any resulting loss of advertising shall not be deemed a breach or termination of this Contract. Company shall have the option to replace lost locations with locations of equal value per Company's prices and/or classifications, or to issue a pro-rated credit. Any delay in commencing of service and/or posting of fewer locations than specified and/or resulting loss of advertising service caused by any reason whatsoever, shall not render Company liable for any damages or offsets of any kind and shall be remedied solely by extending the Advertising Period of this Contract to provide an equivalent amount of advertising service at the contracted location or a replacement location of equal value, or at Company's option, result in a pro-rated credit, with all other remedies at law or equity being expressly waived by Advertiser. Notwithstanding anything contained herein to the contrary, if any location is lost for any reason whatsoever, Company shall also have the option to terminate this Contract and receive payment in full for services through the termination date.
5. Where illuminated displays are provided, illumination will be from dusk to midnight. If illumination is halted or reduced for any reason, including but not limited to operation of law or malfunction of equipment, Advertiser shall receive a credit for the period of reduced or non-illumination at the rate of fifteen percent (15%) of the contract price for the impacted period, provided Advertiser shall have first given written notice to Company of the illumination problem and same continues for more than five (5) days after Company's receipt of such notice.
6. Advertiser shall inspect the display within three (3) days after installation. Unless within such period Advertiser gives written notice to Company specifying any defect, the display shall be conclusively presumed to have been inspected and approved by Advertiser for all purposes whatsoever, including content and location of displays. If after installation of display Owner disapproves any advertisement, or if adverse publicity results from any display, Company shall have the right to remove advertisement and, at its option, either terminate this Contract or request a new acceptable advertisement copy pursuant to paragraph 2 above. Company and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations. In the event any advertisement becomes illegal, Company reserves the right to terminate same upon notice to Advertiser. Acceptance of this Contract is subject to credit check and approval by Company. Company, in its sole discretion, may extend or reject credit, or at any time during the term, withdraw credit and Company may thereupon require partial or full payment of the remaining contract amount in advance. In the event of any termination under this paragraph, Advertiser's obligation shall cease as of the effective termination date.
7. Agency and Advertiser shall be jointly and severally liable for payment of the amounts owed under this Contract. In the event of default or material breach by Advertiser/Agency, in addition to other remedies available at law, Company may: (a) cancel this Contract without prior notice and demand payments of all amounts remaining due and owing; (b) without terminating this Contract, declare the entire balance of payments to be made hereunder immediately due and payable; (c) remove all of Advertiser's displays without limiting Advertiser's liability hereunder; and/or (d) declare Advertiser in default under any other agreement with Company. Waiver by Company of any breach by Advertiser/Agency hereunder shall not prejudice the rights of Company with respect to any breach not specifically waived by Company. In the event of legal action arising out of this Contract, Company shall be entitled to recover its reasonable attorneys' fees and out of pocket expenses. This Contract and all related claims shall be construed according to the laws of the State of Arizona and Maricopa County, Arizona shall be the proper and exclusive legal jurisdiction and venue for any resulting legal action.
8. Invoicing will be rendered monthly in advance dating from the commencement date. Invoices rendered to Advertiser shall be conclusive as to the correctness of the items stated unless Company receives written objection within fifteen (15) days thereof. Non-receipt of invoices or lack of invoicing, shall not impact Advertiser's liability hereunder. Any discounts given shall be forfeited/reversed for invoices not paid within sixty (60) days from the date thereof. All rates and adjustments are computed on the basis of thirty (30) days to the month, unless a different period is specified on the face hereof. Invoices shall be due thirty (30) days after the date of invoice and failure to pay within such timeframe shall result in a default hereunder and shall further be deemed a default under any other agreements with Company. Invoices not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month (18% annual), or such lesser rate permitted by law.
9. Company shall not be held responsible for unused posters, displays or other copy provided by Advertiser and Company may dispose of any such materials. Company may promote Company's own business through the use of Advertiser's posters or displays in any manner whatsoever. Company is an Equal Opportunity Employer.
10. This Contract contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligation of either party hereto. This Contract is not cancelable or assignable by Advertiser, nor may the subject of the advertising be changed without the consent of Company. Notwithstanding the foregoing, agreements for transit displays may be cancelled by Advertiser upon providing at least 90-days written notice prior to affected posting date, with Advertiser paying, upon invoicing, short rate for actual length of term.
11. The following provisions shall be applicable in the event that this Contract shall be for the display of advertising copy on a LED, LCD or other digital display sign ("Digital Sign"): Notwithstanding anything herein to the contrary, the Company shall be not obligated to display the copy for more than 91% of the display time provided hereunder (the "Guaranteed Display Time"). If the Company displays the copy for at least the Guaranteed Display time, there shall be no reduction in the fee paid hereunder or extension of the term hereof. If the Company displays the copy for less than the Guaranteed Display Time, the Company shall, in its sole discretion, either (i) terminate this Contract and reimburse the Advertiser for fees paid relating to the period for which the copy was not displayed for at least the Guaranteed Display Time, (ii) equitably extend the Advertising Period of this Contract at the contracted location or a replacement location of equal value, or (iii) issue to Advertiser a pro-rated credit for advertising services equivalent to the period for which copy was not displayed for the Guaranteed Display Time. The Advertiser hereby expressly waives all other remedies at law or equity, and the Company shall have no other liability to the Advertiser as a result of any failure to display the copy for at least the Guaranteed Display Time. In addition to the foregoing, the Company shall have the right at any time to preempt the display of copy in order to utilize the Digital Sign(s) for public service messages in connection with (i) an Amber Alert, or (ii) at the request of any Federal, State or local authority, any public emergency (including but not limited to emergencies related to homeland security) (an "Emergency Interruption"). In such event, the Company shall not be in breach of this Contract and the Company shall have no liability to the Advertiser pursuant to the preceding paragraph or otherwise as a result of any such Emergency Interruption. The Advertiser hereby expressly waives any remedies at law or equity to which the Advertiser might otherwise be entitled as a result of such Emergency Interruption. For the purposes of the provisions hereof pertaining to the display of advertising on a Digital Sign, "copy" shall be deemed to mean any advertisement displayed on such sign whether the same is animated, static or otherwise, specifically including, but not limited to, streaming content or digital images, as applicable.
12. Agency/Advertiser hereby represents, warrants and confirms that it is aware of the requirements of 18 U.S.C. §§ 2257-2257A and that it fully complies with them either by certifying to the U.S. Attorney General, in the form required by 28 C.F.R. § 75.9, that Agency/Advertiser collects and maintains individually identifiable information relating to models used in the advertisement to be displayed pursuant to the terms hereof (including but not limited to their names, addresses, and dates of birth) in accordance with applicable Federal and/or State tax and labor or other law, or that Agency/Advertiser creates, maintains, cross-indexes and makes available for inspection records as required by 28 C.F.R. §§ 75.2-75.5. Upon request, Agency/Advertiser will provide Company with proof of its compliance.



# ADVERTISING NON-SPACE AGREEMENT

Contract #: 1291836  
 Date: 12/14/12  
 Page: 1 of 2

City of Newport "ADVERTISER/AGENCY" hereby contracts with CBS OUTDOOR (Outdoor) for the production, installation or services advertising display as described below upon the terms and conditions set forth in this contract. The artwork furnished to CBS Outdoor requires the following special handling and/or embellishment features not included in normal execution of advertising space:

Market/Media	Specifications	#Units	Copy Size	Total Sq. Ft.	Date(s)	No. of Periods	*	Period Cost T=Tax Value B=Barter Value	Period Total
Oregon Posters Production Costs		44			02/04/13	1.00	D	\$4,400.00	\$4,400.00

Advertiser CITY OF NEWPORT  
 Agency  
 Ref. Space Contract # 1291819  
 Customer Ref #  
 Special Instructions

Total Net Amount: \$4,400.00  
 Total Shipping Cost: \$0.00  
 Total Sales Tax: \$0.00  
 Net Agreement Total: \$4,400.00

**Approval must be provided prior to completion of all special embellishment features.** This agreement is non-cancelable by advertising/agency. This agreement consists of this page and the CBS Outdoor terms and conditions incorporated herein, all of which advertiser/agency hereby acknowledges receiving and approving. Facsimile signatures shall have the same force and effect as original signatures. Agency and/or the signatory hereto represents and warrants that they are authorized to execute the same on behalf of and bind the advertiser and that the advertiser approves same.

Sales A.E. Leigh Deinert (169)  
 Approval \_\_\_\_\_  
 By \_\_\_\_\_  
 Date \_\_\_\_\_  
 Return To CBS Outdoor  
135 Silver Lane, Suite 230  
Eugene, OR 97404  
(541) 607-9355

Advertiser/Agency \_\_\_\_\_  
 Print Name/Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Bill To City of Newport  
 Billing Address 169 Coast Hwy  
Newport, OR 97365  
541-574-0603  
Attn: Jim Voetberg

\* Period Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time; TF=TH Forbid \*\* Barter

## CBS OUTDOOR TERMS AND CONDITIONS OF ADVERTISING SERVICE

1. As used in this herein, Company shall mean CBS Outdoor and Advertiser shall mean and be deemed to include, in addition to Advertiser, any advertising agency or any other agent or licensee of Advertiser (collectively "Advertiser").
2. At least ten (10) working days before the estimated start date, Advertiser, at its sole expense, shall furnish and deliver to Company or to service points designated by Company, sufficient supply of advertising copy, in form and type specified by Company along with written notice to Company setting forth required posting instructions. If copy is not so received, a loss of service may occur or additional costs may be charged by Company although commercially reasonable efforts will be used to post copy as promptly as practicable after receipt from Advertiser. If Advertiser requests expedited installation within five working days of receipt of late received copy, a fee of not less than \$650 per location will be payable. In any event, if copy is not received in a timely manner, Company may use subject locations in any manner, without limiting Advertiser's liability to pay for such space prior to posting the late received copy. If Copy is furnished and delivered as required above and such Copy is not rejected by Company pursuant to the terms hereof (i) the Copy shall be posted, and (ii) in the case of showing based programs the Copy shall be Significantly Posted (as hereinafter defined) by Company within five (5) working days of the date for the commencement of the Advertising Period set forth on the first page of this Agreement. For the purposes hereof, a program shall be deemed to be Significantly Posted if at least 85% of the program has been posted. Nudity, pornographic, profane or obscene copy shall not be permitted. The character, design, text and illustrations on advertising copy and the material used shall be subject to approval by Company and by location owner, transit company/authority or third party controlling location ("Owner"). If copy is rejected, Advertiser shall continue to be liable for the full term of this Contract and Advertiser shall be responsible for providing an acceptable replacement copy within ten days of notification that a previous copy was rejected. If production is received after the date specified by Company, Company shall be entitled to full payment for the contract period even if partial or no display results. Advertiser shall indemnify, defend and save harmless Company and Owner against all claims and liabilities arising out of the advertising material displayed under this Contract, including but not limited to any claim for defamation, or infringement of any copyright, trademark, or other intellectual property or privacy right and reasonable attorneys' fees and expenses incurred in defending any such claims.
3. Should Advertiser's copy be damaged, defaced, or deteriorated for any reason whatsoever, including ordinary wear and tear, or if lost or stolen, Advertiser shall furnish a replacement copy, upon Company's request, without liability or expense to Company. If Advertiser fails to provide such replacement copy, Company may use the location involved in any manner, without releasing Advertiser from obligation to pay for such location. Unless otherwise specified on the face hereof, there will be a service charge for all installations on walls and for any changes in any display material after initial placement. All designs for displays produced by Company will be faithfully reproduced. Company will maintain displays in good condition to the extent of matters reasonably within Company's control or assumed responsibilities. Any repainting or reposting requested by Advertiser in addition to that specified herein, if any, shall be paid by Advertiser in advance per Company's current quoted prices.
4. If for any reason whatsoever during the term hereof (i) Company is unable to secure any specified location or loses the right to use any location, or (ii) any location becomes obstructed, destroyed or defaced, or (iii) Company fails to timely meet its posting requirements hereunder, any resulting loss of advertising shall not be deemed a breach or termination of this Contract. Company shall have the option to replace lost locations with locations of equal value per Company's prices and/or classifications, or to issue a pro-rated credit. Any delay in commencing of service and/or posting of fewer locations than specified and/or resulting loss of advertising service caused by any reason whatsoever, shall not render Company liable for any damages or offsets of any kind and shall be remedied solely by extending the Advertising Period of this Contract to provide an equivalent amount of advertising service at the contracted location or a replacement location of equal value, or at Company's option, result in a pro-rated credit, with all other remedies at law or equity being expressly waived by Advertiser. Notwithstanding anything contained herein to the contrary, if any location is lost for any reason whatsoever, Company shall also have the option to terminate this Contract and receive payment in full for services through the termination date.
5. Where illuminated displays are provided, illumination will be from dusk to midnight. If illumination is halted or reduced for any reason, including but not limited to operation of law or malfunction of equipment, Advertiser shall receive a credit for the period of reduced or non-illumination at the rate of fifteen percent (15%) of the contract price for the impacted period, provided Advertiser shall have first given written notice to Company of the illumination problem and same continues for more than five (5) days after Company's receipt of such notice.
6. Advertiser shall inspect the display within three (3) days after installation. Unless within such period Advertiser gives written notice to Company specifying any defect, the display shall be conclusively presumed to have been inspected and approved by Advertiser for all purposes whatsoever, including content and location of displays. If after installation of display Owner disapproves any advertisement, or if adverse publicity results from any display, Company shall have the right to remove advertisement and, at its option, either terminate this Contract or request a new acceptable advertisement copy pursuant to paragraph 2 above. Company and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations. In the event any advertisement becomes illegal, Company reserves the right to terminate same upon notice to Advertiser. Acceptance of this Contract is subject to credit check and approval by Company. Company, in its sole discretion, may extend or reject credit, or at any time during the term, withdraw credit and Company may thereupon require partial or full payment of the remaining contract amount in advance. In the event of any termination under this paragraph, Advertiser's obligation shall cease as of the effective termination date.
7. Agency and Advertiser shall be jointly and severally liable for payment of the amounts owed under this Contract. In the event of default or material breach by Advertiser/Agency, in addition to other remedies available at law, Company may: (a) cancel this Contract without prior notice and demand payments of all amounts remaining due and owing; (b) without terminating this Contract, declare the entire balance of payments to be made hereunder immediately due and payable; (c) remove all of Advertiser's displays without limiting Advertiser's liability hereunder; and/or (d) declare Advertiser in default under any other agreement with Company. Waiver by Company of any breach by Advertiser/Agency hereunder shall not prejudice the rights of Company with respect to any breach not specifically waived by Company. In the event of legal action arising out of this Contract, Company shall be entitled to recover its reasonable attorneys' fees and out of pocket expenses. This Contract and all related claims shall be construed according to the laws of the State of Arizona and Maricopa County, Arizona shall be the proper and exclusive legal jurisdiction and venue for any resulting legal action.
8. Invoicing will be rendered monthly in advance dating from the commencement date. Invoices rendered to Advertiser shall be conclusive as to the correctness of the items stated unless Company receives written objection within fifteen (15) days thereof. Non-receipt of invoices or lack of invoicing, shall not impact Advertiser's liability hereunder. Any discounts given shall be forfeited/reversed for invoices not paid within sixty (60) days from the date thereof. All rates and adjustments are computed on the basis of thirty (30) days to the month, unless a different period is specified on the face hereof. Invoices shall be due thirty (30) days after the date of invoice and failure to pay within such timeframe shall result in a default hereunder and shall further be deemed a default under any other agreements with Company. Invoices not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month (18% annual), or such lesser rate permitted by law.
9. Company shall not be held responsible for unused posters, displays or other copy provided by Advertiser and Company may dispose of any such materials. Company may promote Company's own business through the use of Advertiser's posters or displays in any manner whatsoever. Company is an Equal Opportunity Employer.
10. This Contract contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligation of either party hereto. This Contract is not cancelable or assignable by Advertiser, nor may the subject of the advertising be changed without the consent of Company. Notwithstanding the foregoing, agreements for transit displays may be cancelled by Advertiser upon providing at least 90-days written notice prior to affected posting date, with Advertiser paying, upon invoicing, short rate for actual length of term.
11. The following provisions shall be applicable in the event that this Contract shall be for the display of advertising copy on a LED, LCD or other digital display sign ("Digital Sign"): Notwithstanding anything herein to the contrary, the Company shall be not obligated to display the copy for more than 91% of the display time provided hereunder (the "Guaranteed Display Time"). If the Company displays the copy for at least the Guaranteed Display Time, there shall be no reduction in the fee paid hereunder or extension of the term hereof. If the Company displays the copy for less than the Guaranteed Display Time, the Company shall, in its sole discretion, either (i) terminate this Contract and reimburse the Advertiser for fees paid relating to the period for which the copy was not displayed for at least the Guaranteed Display Time, (ii) equitably extend the Advertising Period of this Contract at the contracted location or a replacement location of equal value, or (iii) issue to Advertiser a pro-rated credit for advertising services equivalent to the period for which copy was not displayed for the Guaranteed Display Time. The Advertiser hereby expressly waives all other remedies at law or equity, and the Company shall have no other liability to the Advertiser as a result of any failure to display the copy for at least the Guaranteed Display Time. In addition to the foregoing, the Company shall have the right at any time to preempt the display of copy in order to utilize the Digital Sign(s) for public service messages in connection with (i) an Amber Alert, or (ii) at the request of any Federal, State or local authority, any public emergency (including but not limited to emergencies related to homeland security) (an "Emergency Interruption"). In such event, the Company shall not be in breach of this Contract and the Company shall have no liability to the Advertiser pursuant to the preceding paragraph or otherwise as a result of any such Emergency Interruption. The Advertiser hereby expressly waives any remedies at law or equity to which the Advertiser might otherwise be entitled as a result of such Emergency Interruption. For the purposes of the provisions hereof pertaining to the display of advertising on a Digital Sign, "copy" shall be deemed to mean any advertisement displayed on such sign whether the same is animated, static or otherwise, specifically including, but not limited to, streaming content or digital images, as applicable.
12. Agency/Advertiser hereby represents, warrants and confirms that it is aware of the requirements of 18 U.S.C. §§ 2257-2257A and that it fully complies with them either by certifying to the U.S. Attorney General, in the form required by 28 C.F.R. § 75.9, that Agency/Advertiser collects and maintains individually identifiable information relating to models used in the advertisement to be displayed pursuant to the terms hereof (including but not limited to their names, addresses, and dates of birth) in accordance with applicable Federal and/or State tax and labor or other law, or that Agency/Advertiser creates, maintains, cross-indexes and makes available for inspection records as required by 28 C.F.R. §§ 75.2-75.5. Upon request, Agency/Advertiser will provide Company with proof of its compliance.