



AGENDA & Notice of Work Session, Urban Renewal & Regular City Council Meeting

The City Council of the City of Newport will hold a work session and executive session on Monday, July 15, 2013, at 12:00 P.M., followed by an Urban Renewal Agency meeting and regular City Council meeting at 6:00 P.M. The work session will be held in Conference Room A at City Hall, and the Urban Renewal Agency and City Council meetings will be held in the Council Chambers, City Hall, located at 169 S.W. Coast Highway, Newport, Oregon 97365. A copy of the agenda follows.

The meeting 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.

CITY COUNCIL WORK SESSION AND EXECUTIVE SESSION

Monday, July 15, 2013 - 12:00 P.M.

Conference Room A

- I. Executive Session Pursuant to ORS 192.660(2)(h) Regarding Litigation or Litigation Probably to be Filed
 - II. Executive Session Pursuant to ORS 192.660(2)(e) Regarding Real Property Transactions
 - III. Additional Work Session Items Not Listed on the Agenda (for this and future work sessions)
 - IV. Airport Project Update
 - V. Council & Mayor Budget
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URBAN RENEWAL AGENCY MEETING AGENDA

Monday, July 15, 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. Call to Order and Roll Call

II. 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.

III. 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 Urban Renewal Meeting of June 17, 2013 (Hawker)

I. Discussion Items and Presentations

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

- A. South Beach Urban Renewal District Minor Amendment #10

IV. Adjournment.

COUNCIL MEETING AGENDA Monday, July 15, 2013

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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 other.

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 City Council Minutes from the Executive Session, Work Session and Regular Meeting of July, 1 2013 and Executive Session and Special City Council Meeting of July 10, 2013 (Hawker)
- B. Acknowledgment of Accounts Paid-June (Brown)

VI. Officer's Reports

- A. Mayor's Report
- B. City Manager's Report
 - i. Department Head Reports
 - ii. Suggestion/Concern/Complaint Update
 - iii. Project Management Report

VII. Discussion Items and Presentations

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

- A. Big Creek Dams-Keith Mills

VIII. 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. Consideration of Ordinance No.2053 Approving Franchise Agreement with CoastCom (Tokos)
- B. Consideration and Possible Adoption of Land Exchange Agreement Between the City of Newport, Newport Assisted Living, LLC, and Newport Cottages (Tokos)
- C. Notice of Intent to Award Newport Municipal Airport 2013 ARFF Truck and Truck Equipment Procurement (Roman)
- D. Consideration of Resolution No. 3633 Calling for an Election on the Issuance of General Obligation Bonds to Provide for a New Municipal Swimming Pool and Adopting a Ballot Title and Explanatory Statement (Protiva)

IX. Council Reports and Comments

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

XI. Adjournment

June 17, 2013
6:00 P.M.
Newport, Oregon

The Urban Renewal Agency of the City of Newport met on the above date in the Council Chambers of the Newport City Hall. On roll call, Beemer, Allen, Roumagoux, Sawyer, Saelens, Swanson, and Busby were present.

Staff present was Interim City Manager Smith, City Recorder Hawker, Community Development Director Tokos, Public Works Director Gross, Fire Chief Paige, Finance Director Marshall, and Police Chief Miranda.

CONSENT CALENDAR

The consent calendar consisted of the following item:

- A. Approval of Urban Renewal Agency minutes from the April 1, 2013 meeting.

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

PUBLIC COMMENT

John Todd reported that the URA budget publication was inconsistent with Oregon budget law as it was included in the city's budget publication, and the URA and city requirements are not the same. Allen noted that he may have comments as this question has arisen in the past. He suggested that Marshall address this issue. Allen added that the URA component of the budget is straightforward and as discussed at the Budget Committee meetings.

PUBLIC HEARINGS

Public Hearing and Potential Adoption of Resolution No. 3639 - Fiscal Year 2013/2014 Urban Renewal Agency Budget. Beemer opened the public hearing on Resolution No. 3639, the Fiscal Year 2013/2014 Urban Renewal Agency Budget, at 6:09 P.M. Allen asked Marshall about the issue of inadequate notice. Marshall stated that the city and URA budget notices were published separately, and that he would soon have affidavits of publication.

John Todd presented the June 7, 2013 publication which included both the city and URA budget notices. Marshall reported that LB1 is required for the city, and the UR1 is required for the URA. Beemer stated that he would drop by Marshall's office tomorrow for clarification. Todd stated that the single publication contains the budget notice for both the city and URA.

Beemer asked for public comment. There was none.

Beemer asked for URA comment. There was none.

MOTION was made by Allen, seconded by Swanson, to adopt Resolution No. 3639, adopting the Fiscal Year 2013/2014 Urban Renewal Agency budget. Allen noted that the staff report was not correct and although the title on the resolution was correct. MOTION was amended by Allen, seconded by Swanson to adopt Resolution No. 3639, a resolution imposing and categorizing ad valorem taxes for the Newport Urban Renewal Agency for Fiscal Year 2013/2014. The motion carried unanimously in a voice vote.

ACTION ITEMS

Potential Adoption of Resolution No. 3641 - Transferring Appropriations for Fiscal Year 2012/2013. Marshall reported that there are two transfers in one resolution and he distributed a revised resolution. He explained that Oregon Budget Law states that appropriations cannot be exceeded, and that the governing body must increase appropriations prior to either spending or obligating funds beyond appropriations. He stated that this transfer resolution anticipates appropriations that might be exceeded and transfers resources from funds/cost centers that have resources available to those that may not. Allen noted that the resolution indicates that it is a City of Newport resolution when it is actually a Newport Urban Renewal Agency resolution.

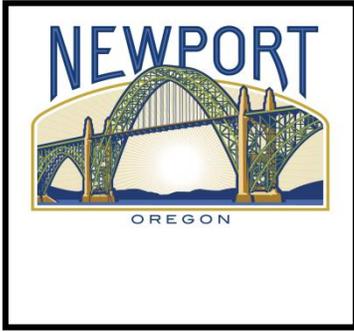
MOTION was made by Busby, seconded by Allen, to adopt Resolution No. 3641 transferring resources as shown in the resolution. The motion carried unanimously in a voice vote.

ADJOURNMENT

Having no further business, the meeting adjourned at 6:14 P.M.

Margaret M. Hawker, City Recorder

Richard Beemer, Chair



Agenda Item # I.A.
Meeting Date July 15, 2013

CITY COUNCIL/URBAN RENEWAL
AGENDA ITEM SUMMARY
City of Newport, Oregon

Issue/Agenda Title Discussion about a 10th Minor Amendment to the South Beach Urban Renewal Plan and Report

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

ISSUE BEFORE THE COUNCIL AND URBAN RENEWAL AGENCY: Review and discuss draft changes to the South Beach Urban Renewal Plan that incorporate decisions made during the fiscal year 2014 budgeting process, and update the revenue and debt service tables given that the Agency is entering its second project borrowing phase.

STAFF RECOMMENDATION: Staff recommends the Urban Renewal Agency review the proposed changes to ensure that they are consistent with decisions made during the budget process and advise of any needed changes. With respect to changes to the revenue and debt service tables, the Agency should consider whether or not it should assume a 6.5% growth rate (the average over the last 8 years) or a more conservative 3% growth rate.

PROPOSED MOTION: This is a discussion item. No motion is necessary.

KEY FACTS AND INFORMATION SUMMARY: The City of Newport adopted a South Beach Urban Renewal Plan and Report (“Plan”), dated September 12, 1983, by Ordinance No. 1341, and Lincoln County did subsequently approve the Plan by Resolution 83-26-9. Nine amendments to the Plan have been previously adopted with the most recent being completed in September of 2012.

Two capital projects are budgeted for fiscal year 2014, both of which contribute to providing access to property purchased by the Oregon Museum of Science and Industry (OMSI), just west of Toby Murry Motors in South Beach. The first project relates to the construction of SW 30th Street between SW Brant and SW Abalone. \$150,000 is budgeted for that work. An additional \$272,894 is budgeted for the extension of SW Abalone to SW 35th/Anchor Way. This is a portion of the \$850,000 that the Plan identifies for this project. Urban Renewal is contributing about half of the project funds. The other half will come from OMSI and other adjoining property owners.

The extension of SW Abalone to SW 35th/Anchor Way is currently listed as a Phase 3 project. It must be moved to Phase 2 in order for the Agency to be able to expend the funds this year. The Agency also has a grant proposal before the Oregon Department of Transportation (ODOT) for the construction of a new intersection at SE 35th and US 101, relocation of the signal from SE 32nd to SE 35th, widening of Ferry Slip from Ash Street to SE 32nd Street and the closure of the US 101/Ferry Slip approach. Bike and pedestrian improvements are also included as part of that project. The total cost is a little over \$2.6 million, with \$1.534 million coming from Urban Renewal. At this point in the grant review process, it appears likely that the State will provide its share of the funding meaning that this project will be ready for construction during Urban Renewal Phase 2. In order to ensure that the match is available, \$390,000 in funding that was programmed for the SE 35th Street and Ferry Slip Road work will need to be shifted from Phase 1 to Phase 2.

A project extending sewer south to the airport can be shifted to Phase 3. Further, funding for the construction of a multi-use path along SW Abalone from Marine Science Drive to the Abalone extension can be reduced from \$325,000 to \$125,000, considering that it will likely be constructed as part of the FEMA funded Safe Haven enhancements. These changes off-set the projects added to Phase 2, so that the total project cost for this phase of the plan are in line with estimated revenues.

For Phase 3, funding for sidewalk work along SW Abalone between the Abalone extension and US 101 can be deleted. A sidewalk along the north side of the street will be constructed as part of the Safe Haven Hill project. Sidewalk on the south side of the road can be deferred until the commercial property develops, in which case the developer will be responsible for those improvements.

If the agency is comfortable with these changes, and one of the revenue/debt service projections, then staff can bring forward the revisions as a 10th Minor Amendment to the South Beach Urban Renewal Plan for consideration at a future meeting.

OTHER ALTERNATIVES CONSIDERED: None. The changes have been made consistent with direction provided during the budgeting process, as part of the Memorandum of Understanding between OMSI and the City, and as part of the ODOT grant proposal that the Council authorized for submittal.

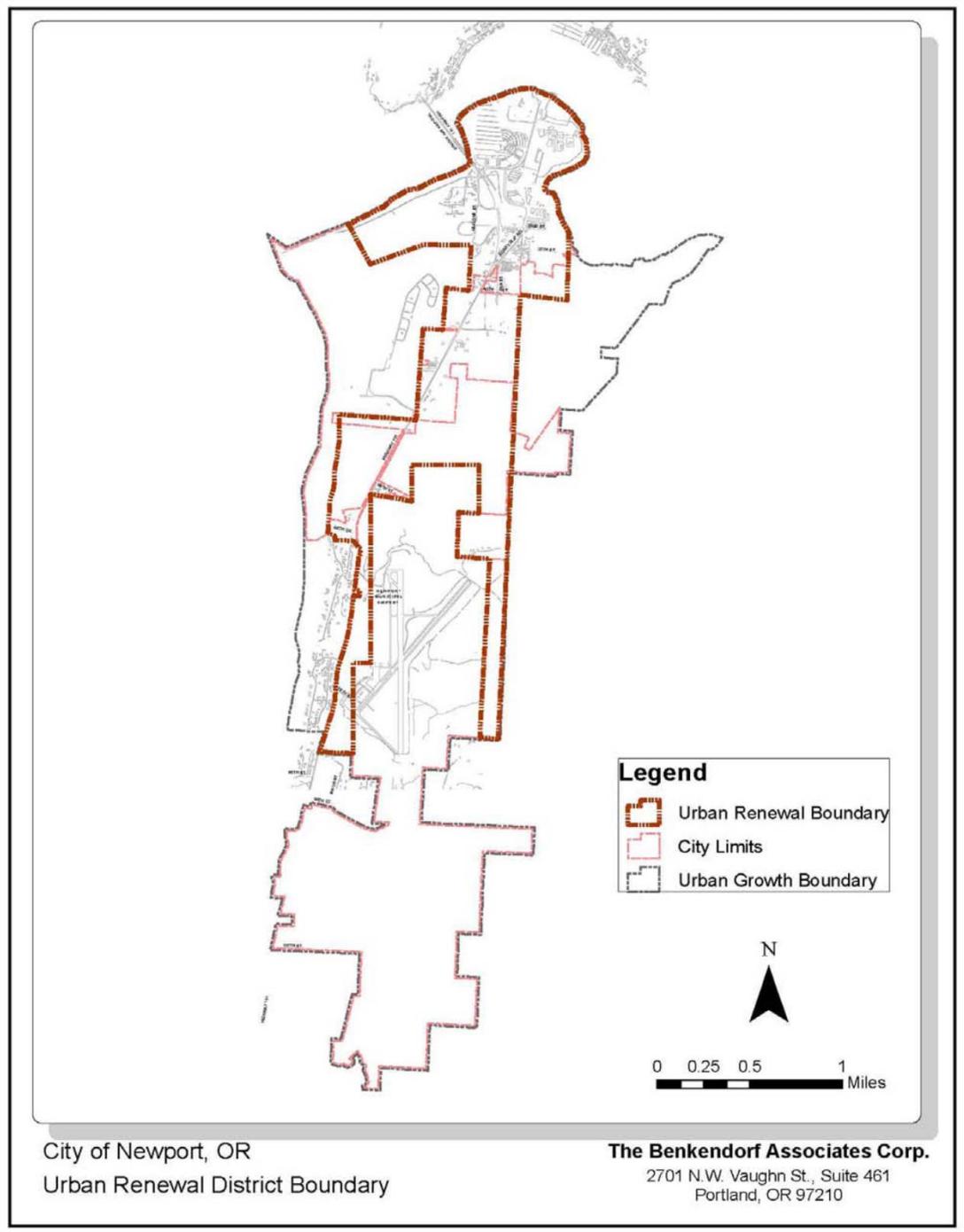
CITY COUNCIL GOALS: This amendment does not implement a specific Council goal.

ATTACHMENT LIST:

Map, list of key projects, draft amendments to the project phases, and revenue/debt service projections.

FISCAL NOTES: Funding adjustments to projects have been allocated such that the totals by phase do not exceed revenue projections.

South Beach URA District



B. PROJECTS AND COST ESTIMATES

1. Phase 1 – 2009/12

PUBLIC RIGHTS OF WAY	Cost Estimate	URA Portion
Streets		
Ash St. Design & Construct	425,000*	425,000*
Coho/Brant Area – Plan and Design	70,000*	70,000*
Coho/Brant Area – Construct	850,000	550,000
SE 35th & Ferry Slip Road (Moved to Phase 2)	464,000	390,000
Marine Science Drive	2,304,000	1,138,000
Realign Rogue and 25th	448,000	448,000
Pacific Way Improvements	251,000	251,000
Sidewalks		
OSU Dr. to Marine Sc. Dr.	70,000	0
OSU Dr. (Abalone to Ferry Slip)	67,500	67,500
Acquisition		
<i>TSP Projects - right of way</i>	300,000	150,000
UTILITIES		
Water		
<i>Hwy 101 – 40th to 50^t</i>	320,000*	320,000*
<i>Sanitary Sewer line-same ROW</i>	600,000	600,000
PUBLIC AMENITIES		
Neighborhood Park/Open Space Site Acquisition (OPRD Grant \$150,000)	275,000	125,000
Purchase of 2.5 acre coastal gully & foredune site adjacent to South Beach State Park	225,000	225,000
ACQUISITION/DEVELOPMENT		
COMMUNITY IMPROVEMENT PROGRAMS	0	0
SPECIAL PROJECT IDEAS		
Wetland Planning/Mitigation Bank	200,000	200,000
Trails – easement acquisitions	100,000	100,000
South Jetty Trail	317,000	317,000
<i>Tsunami Evacuation Route Improvements for Safe Haven Hill</i>	557,000	200,000
Total:	\$7,028,500	\$4,761,500
Revenue Estimate (7.1% growth)		\$4,774,000

* These projects were budgeted at the time of Substantial Amendment No. 5 and have never been included in the revenue estimates.

Note: Figures in **bold** are revisions proposed with this amendment. Projects shown in ~~strikeout~~ have been completed. Urban renewal funds for projects depicted in *italics* have been budgeted for expenditure. It is unlikely that any other listed Phase 1 projects will be funded.

2. Phase 2 – 2013/16

PUBLIC RIGHTS OF WAY	Cost Estimate	UR Portion
Streets		
35 th St. – 101 to Ferry Slip Road	\$2,167,000	\$1,000,000
Commercial Street Prototype and relocate 32 nd Street Signal (includes Phase 1 and Phase 2 funding) (Coho/Brant Projects #10 and #11)		\$1,390,000
Anchor Way 35 th to 40 th	0	0
Sidewalks		
Ferry Slip Rd - 29 th to Marine Science Dr. (Shared use path and Sidewalk, SB Peninsula Refinement Plan)	104,000	104,000
SW Abalone – Marine Science Dr. to Abalone extension (Coho/Brant Project #13A)	325,000	325,000 125,000
Acquisition/Development		
TSP Projects - right of way	450,000	250,000
Existing Street/ROW improvements including: paving, storm water, pedestrian/bicycle paths and landscaping:		
SW Abalone St – SW 29 th to Anchor Way (Coho/Brant Project #8) (Moved to Phase 3)	1,773,000	850,000
SW 27 th – SW Brant to SW Abalone (Coho/Brant Project #2A)	145,000	145,000
SW 30 th – SW Brant to SW Abalone (Coho/Brant Project #5)	311,000	150,000
SW Brant – SW 27 th to SW 30 th (Coho Brant Project #7)	707,000	707,000
SE Ferry Slip Rd – 32 nd to Ash Match for LIDs formed to implement Tier 2 and Tier 3 Coho/Brant improvements	144,000 150,000	144,000 150,000
SW Abalone & SW 35 th St. Stormwater Improvements (Coho/Brant Project #18)	84,000	42,000
SW 26 th St. and SW Brant St. Stormwater Improvements (Coho/Brant Project #17)	84,000	84,000
UTILITIES		
Sewer		
101 Gravity line south to Airport (Phase 3)	1,000,000	1,000,000
SW 26 th Street Sanitary Lift Station Upgrade (Coho/Brant Project #16)	110,000	110,000
Utility Lines		
Bury existing/new lines underground	300,000	300,000
PUBLIC AMENITIES		
Neighborhood Park Development	350,000	0
Neighborhood Park/Open Space/Trail Acquisition or Development	200,000	200,000
ACQUISITION/DEVELOPMENT		
Strategic Site Acquisition for Re-Use	250,000	100,000
Site Prep for Re-Use	100,000	100,000
Strategic Site Acquisition for Economic Development, Community Facilities and Affordable Housing	500,000	300,000
SPECIAL PROJECT IDEAS		
Wetland Mitigation Bank	100,000	100,000
Total:	\$7,581,000	\$5,351,000
Revenue Estimate (7.1% growth)		\$5,370,000

3. Phase 3 – 2017/20

PUBLIC RIGHTS OF WAY	Cost Estimate	UR Portion
Streets		
40 th and 101 Signal and Intersection Improvements (Moved from Phase II)	\$2,624,000	\$1,000,000
50 th and 101 Intersection Improvements	1,970,000	400,000
Sidewalks		
Abalone St. – Abalone extension to US 101 (Coho/Brant Project #13B)	165,000	165,000
35 th St. – Ferry Slip to estuary turn)	400,000	400,000
Acquisition/Development	250,000	0
Existing Street/ROW improvements including: paving, storm water, pedestrian/bicycle paths and landscaping		
SW Abalone St – SW 29 th to Anchor Way (Coho/Brant Project #8) (Moved to Phase 2)	1,773,000	850,000
Match for LIDs formed to implement Tier 2 and Tier 3 Coho/Brant improvements	200,000	200,000
UTILITIES		
Water		
12" Bay Under-crossing Pipeline	995,000	795,000
King Ridge Reservoir (15% of Cost)	196,200	0
Sewer		
101 Gravity line south to Airport (Moved from Phase 2)	\$1,000,000	\$1,000,000
Henderson Creek Piping	280,000	280,000
Henderson Creek Lift Station	323,000	323,200
Storm		
Project 5a – Redirect Drainage	1,480,000	1,480,000
Utility Lines		
Bury existing/new lines underground	200,000	200,000
PUBLIC AMENITIES		
Street Tree and Open Space Planting	100,000	100,000
Street Furniture	50,000	50,000
Gateway to South Beach	700,000	100,000
Neighborhood Park/Open Space Acquisition	200,000	200,000
COMMUNITY IMPROVEMENT PROGRAMS		
Fund Storefront Facade Loan/Grant Program	100,000	100,000
SPECIAL PROJECT IDEAS		
Trails – Acquire and Develop Coastal Gully Open Space Improvements (Coho/Brant Project #19)	100,000	100,000
SW Coho St, SW 29 th St to Jetty Way (Coho/Brant Project #12)	200,000	200,000
Tsunami Evacuation Route Improvements	100,000	100,000
Wetland Mitigation Bank	200,000	200,000
	100,000	100,000
Total:	\$12,706,200	\$7,328,200
Revenue Estimate (7.1% growth)		\$7,360,000

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

Year	(A) URD Incremental Revenue	(B) Total Existing Debt Service	(C) Remaining Uncommitted Revenue	(D) Phase I Debt Service	(E) Remaining Uncommitted Revenue	(F) Phase II Debt Service	(G) Remaining Uncommitted Revenue	(H) Phase III Debt Service	(I) Remaining Uncommitted Revenue
2010-11	\$1,968,200	\$1,189,903	\$778,297	\$648,581	\$0		\$0		\$0
2011-12	\$2,119,800	\$1,182,531	\$937,269	\$648,581	\$158,972		\$158,972		\$158,972
2012-13	\$2,113,500	\$1,178,534	\$1,098,707	\$648,581	\$320,410		\$320,410		\$320,410
2013-14	\$2,274,700	\$1,186,660	\$1,418,062	\$648,581	\$639,765		\$639,765		\$639,765
2014-15	\$2,447,300	\$1,181,819	\$1,924,439	\$648,581	\$1,146,142	\$729,700	\$270,502		\$270,502
2015-16	\$2,621,100	\$1,173,666	\$1,726,052	\$648,581	\$947,755	\$729,700	\$72,115		\$72,115
2016-17	\$2,807,200	\$1,176,828	\$1,704,650	\$648,581	\$926,353	\$729,700	\$50,713		\$50,713
2017-18	\$3,006,500	\$1,176,347	\$1,882,387	\$648,581	\$1,104,090	\$729,700	\$228,450		\$228,450
2018-19	\$3,220,000	\$745,199	\$2,710,105	\$648,581	\$1,931,808	\$729,700	\$1,056,168		\$1,056,168
2019-20	\$3,255,700	\$317,940	\$4,025,613	\$648,581	\$3,247,316	\$729,700	\$2,371,676	\$1,000,000	\$1,371,676
2020-21	\$3,486,800	\$317,410	\$4,582,216		\$4,582,216	\$729,700	\$3,706,576	\$1,000,000	\$2,506,576
2021-22	\$3,734,400	\$311,282	\$6,004,891		\$6,004,891	\$729,700	\$5,129,251	\$1,000,000	\$3,929,251
2022-23	\$3,999,500	\$147,799	\$7,898,830		\$7,898,830	\$729,700	\$7,023,190	\$1,000,000	\$5,823,190
2023-24	\$4,283,500	\$0	\$10,281,386		\$10,281,386	\$729,700	\$9,405,746	\$1,000,000	\$8,205,746
2024-25	\$4,587,600	\$0	\$13,039,518		\$13,039,518		\$13,039,518	\$1,000,000	\$11,839,518
2025-26	\$4,913,400	\$0	\$17,108,104		\$17,108,104		\$17,108,104	\$1,000,000	\$15,908,104
2026-27	\$5,262,200	\$0	\$21,647,547		\$21,647,547		\$21,647,547	\$1,000,000	\$20,447,547
Term of Loan (Years)					10		10		10
Total Amount Borrowed					\$4,773,611		\$5,370,656		\$7,360,087

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

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

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

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

South Beach URA District Conservative Growth Projection

PROJECTED REVENUES, DEBT SERVICE & OTHER EXPENDITURES - Assume annual growth of 3.0%

	(A) URA Incremental Revenue 3%	(B & D) Total Existing Debt Service	(E) Remaining Uncommitted Revenue	(F) Phase II Service Debt	(G) Remaining Uncommitted Revenue	(H) Phase III Service Debt	(I) Remaining Uncommitted Revenue
2010-11	1,848,185	1,314,972	(480,394)		(480,394)		(480,394)
2011-12	1,808,906	1,339,603	(108,106)		(108,106)		(108,106)
2012-13	1,891,500	1,332,148	296,039		296,039		296,039
2013-14	1,948,245	1,376,405	921,331		921,331		921,331
2014-15	2,006,692	1,215,078	1,588,657	729,700	321,892		321,892
2015-16	2,066,893	1,221,148	2,262,910	729,700	1,049,851		1,049,851
2016-17	2,128,900	1,270,243	2,909,491	729,700	1,750,139		1,750,139
2017-18	2,192,767	1,243,638	3,559,315	729,700	2,453,669		2,453,669
2018-19	2,258,550	1,097,800	4,923,319	729,700	3,871,380		3,871,380
2019-20	2,326,307	763,550	6,569,626	729,700	5,571,393	1,000,000	3,835,384
2020-21	2,396,096	545,075	8,217,073	729,700	7,272,547	1,000,000	5,610,139
2021-22	2,467,979	609,675	9,972,659	729,700	9,081,839	1,000,000	7,493,032
2022-23	2,542,018	569,250	12,367,240	729,700	11,530,127	1,000,000	10,014,921
2023-24	2,618,279		14,833,659	729,700	14,103,959	1,000,000	12,662,354
2024-25	2,696,827		17,374,070		17,374,070	1,000,000	16,006,066
2025-26	2,777,732		19,990,694		19,990,694	1,000,000	18,696,290
2026-27	2,861,064		22,685,816		22,685,816	1,000,000	21,465,014
Term of Loan (Years)				10			
Total Amount Borrowed				5,370,656		7,360,087	

Annual Tax increment estimated to be collected by South Beach URA. Years 2010-11 and 2011-12 are actual tax increment (A) received; Year 2012-13 is budgeted tax increment; Balance of years are increased at the conservative rate of 3% per year.

(B & D) Current Existing Debt Service, including Phase I Debt Service *

(E) Revenue remaining after existing debt service obligation and reserve is met. **

New annual debt service to adequately fund projects identified in Phase II of South Beach URA Plan document, schedule to begin in

(F) FY 2014-15

Revenue remaining after existing debt service obligation and reserve is met, Phase II debt service obligation and reserve

(G) requirements are met

New annual debt service to adequately fund projects identified in Phase III of South Beach URA Plan document, schedule to begin

(H) in FY 2019-20

Revenue remaining after existing debt service obligation and reserve is met, Phase II and Phase III debt service obligation and

(I) reserve requirements are met

Phase I borrowing original plan to borrow \$4,773,611, the SB URA actually only borrowed \$2.1 Million and refinanced existing debt to a lower rate a savings of \$558,561 over the life of the debt. Also the SB Construction Fund had a beginning Fund balance FY

* 2010-11 of \$2,177,128, this is prior to the \$2.1 Mil borrowing

SB URA Debt Fund beginning Fund Balance for FY 2010-11 was \$743,331, as well as the loan reserves amount, there was never a ** negative fund balance.



South Beach URA District Past Performance Growth Projection

PROJECTED REVENUES, DEBT SERVICE & OTHER EXPENDITURES - Assume annual growth of 6.5%

	(A) URA Incremental Revenue 6.5%	(B & D) Total Existing Debt Service	(E) Remaining Uncommitted Revenue	(F) Phase II Debt Service	(G) Remaining Uncommitted Revenue	(H) Phase III Debt Service	(I) Remaining Uncommitted Revenue
2010-11	1,848,185	1,314,972	(480,394)		(480,394)		(480,394)
2011-12	1,808,906	1,339,603	(108,106)		(108,106)		(108,106)
2012-13	1,891,500	1,332,148	296,039		296,039		296,039
2013-14	2,014,448	1,376,405	983,694		983,694		983,694
2014-15	2,145,387	1,215,078	1,781,670	729,700	514,905		514,905
2015-16	2,284,837	1,221,148	2,661,226	729,700	1,448,167		1,448,167
2016-17	2,433,351	1,270,243	3,594,600	729,700	2,435,248		2,435,248
2017-18	2,591,519	1,243,638	4,620,049	729,700	3,514,403		3,514,403
2018-19	2,759,968	1,097,800	6,456,388	729,700	5,404,449		5,404,449
2019-20	2,939,366	763,550	8,680,196	729,700	7,681,962	1,000,000	5,945,954
2020-21	3,130,424	545,075	11,019,380	729,700	10,074,854	1,000,000	8,412,446
2021-22	3,333,902	609,675	13,590,666	729,700	12,699,846	1,000,000	11,111,039
2022-23	3,550,606	569,250	16,935,336	729,700	16,098,223	1,000,000	14,583,017
2023-24	3,781,395		20,497,410	729,700	19,767,710	1,000,000	18,326,105
2024-25	4,027,186		24,291,019		24,291,019	1,000,000	22,923,015
2025-26	4,288,953		28,331,212		28,331,212	1,000,000	27,036,809
2026-27	4,567,735		32,634,018		32,634,018	1,000,000	31,413,216
Term of Loan (Years)				10			
Total Amount Borrowed				5,370,656		7,360,087	

Annual Tax increment estimated to be collected by South Beach URA. Years 2010-11 and 2011-12 are actual tax increment received; Year 2012-13 is budgeted tax increment; Balance of years are increased at the rate of conservative 6.5% per year

(A) (Average of tax increment received between FY 2004 - FY 2012).

(B & D) Current Existing Debt Service, including Phase I Debt Service *

(E) Revenue remaining after existing debt service obligation and reserve is met. **

New annual debt service to adequately fund projects identified in Phase II of South Beach URA Plan document, schedule to begin in

(F) FY 2014-15

Revenue remaining after existing debt service obligation and reserve is met, Phase II debt service obligation and reserve

(G) requirements are met

New annual debt service to adequately fund projects identified in Phase III of South Beach URA Plan document, schedule to begin

(H) in FY 2019-20

Revenue remaining after existing debt service obligation and reserve is met, Phase II and Phase III debt service obligation and

(I) reserve requirements are met

Phase I borrowing original plan to borrow \$4.773,611, the SB URA actually only borrowed \$2.1 Million and refinanced existing debt at a lower rate, a savings of \$558,561 over the life of the debt. Also the SB Construction Fund had a beginning Fund balance FY

* 2010-11 of \$2,177,128, this is prior to the \$2.1 Mil borrowing

SB URA Debt Fund beginning Fund Balance for FY 2010-11 was \$743,331, as well as the loan reserves amount, there was never a

** negative fund balance.



July 1, 2013
Noon
Newport, Oregon

CITY COUNCIL WORK SESSION

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

Staff present: Smith, Hawker, and Tokos.

Others present: Bob Gibson and Jeri Knudson, human resource consultants working on the city manager recruitment.

Media present: Dave Morgan from News Lincoln County arrived late.

Roumagoux called the meeting to order and the roll was taken.

1. Roumagoux asked for additional work session items that are not listed on the agenda, for this or future work sessions.

Saelens thanked staff for correcting the parking situation in front of the City Hall.

2. A discussion ensued regarding the amount of City Manager salary that had been agreed upon by Council at the last work session. The conclusion was to leave the salary range at \$95,000 - \$115,000.
3. Roumagoux reported that she had attended a meeting of the Central Coast Fire Authority and had provided information to Sawyer.
4. Swanson thanked the Public Works Department for repairing the hazard on the City Hall ramp.
5. Busby asked where the fireworks display would be, and it was noted that the fireworks will be shot from a barge in the middle of the bay.
6. MOTION was made by Beemer, seconded by Swanson, to enter executive session pursuant to 192.660(2)(e) regarding real property transactions. The motion carried unanimously, and Council entered executive session at 12:07 P.M.

MOTION was made by Beemer, seconded by Allen, to leave executive session. The motion carried unanimously in a voice vote, and Council returned to its work session at 12:17 P.M.

7. Tokos made a PowerPoint presentation regarding system development charges. He reviewed: the purpose of SDC's; the definition of the SDC; the definition of capital improvement; the distinction between improvement and reimbursement fee; the methodology required for SDC's; the city's history of SDC assessments; how the SDC fee is determined; determining eligibility of capital projects for SDC assessments; what triggers and SDC assessment; SDC's collected by year from 2008 - 2013; SDC's

collected by type from 2008 - 2013; comparison of fees for new single family construction; SDC collections that were heavily influenced by large projects including the NOAA MOC-P; comparison of SDC eligible projects and collections by construction type; collections versus transfers to capital projects; eligible versus actual and projected collections over a 20-year planning period; percentage of SDC eligible projects receiving credits; how to amend the SDC's; authorized SDC expenditures; SDC credits; recommendations; and next steps.

8. A discussion ensued regarding the draft City Manager evaluation tool. Allen noted that he was seeking feedback as the sub-group was looking for direction. Saelens noted that there would be a quarterly review of goals. Council concurred with the first page of the evaluation document and performance ratings. It was suggested that the sub-group meet with Smith and John Baker in July regarding the draft process, and report any comments to Council in August. July 25, from 1 - 2:30 P.M., was selected as the tentative date and time.
9. Busby noted that he had sent additions for characteristics of a new City Manager several weeks ago, and these included economic development and environmental experience.
10. Smith reported that Georgia-Pacific has invited the city to participate in the cardboard boat race, and asked whether Council wanted to enter a team. Council declined.

Having no further business, the meeting adjourned at 1:30 P.M.

July 10, 2013
10:00 A.M.
Newport, Oregon

The City Council of the City of Newport met in a Special Meeting, on the above date, in Conference Room A of the Newport City Hall. Allen, Roumagoux, Sawyer, and Busby were present. Swanson, Beemer, and Saelens were excused.

Staff attending was as follows: Smith, Hawker, City Attorney Christy Monson, and Todd Lyon, of Barran Liebman (via telephone).

Also in attendance was Dave Morgan from News Lincoln County and Larry Coonrod from the Newport News-Times.

Allen noted that the executive session scheduled for today should be cited under ORS 192.660(2)(f), to discuss records which are exempt public disclosure, and that the records are exempt public records under ORS 192.502(9)(a). He added that both citations should be used for this meeting.

Allen asked for clarification on the role of Todd Lyons from Barran Liebman. He asked what services Lyons provided. Monson reported that it would not have been appropriate for her firm to conduct a personnel investigation that involved three members of the City Council as she works for the Council. She added that she talked with CIS, and CIS requested that the city obtain outside counsel based on the city's number of employee claims. Lyons stated that he has experience in conducting these types of investigations, and that tight parameters were used during this investigation. He added that an associate conducted the investigation, he (Lyons) read the investigation report, conferred with Monson, and made legal recommendations.

During the course of a regularly scheduled and noticed Special Meeting of the City Council, MOTION was made by Allen, seconded by Sawyer, to enter executive session pursuant to ORS 192.660(2)(f) to discuss exempt public records which are exempt public records under ORS 192.502(9)(a) and pertaining to airport-related personnel investigations. The motion carried unanimously in a voice vote, and Council entered executive session at 10:07 A.M.

MOTION was made by Sawyer, seconded by Busby, to leave executive session. The motion carried unanimously in a voice vote, and Council returned to its Special Meeting at 11:13 A.M.

A discussion ensued regarding the recruitment of a Finance Director. Smith recommended that he be given the authority to recruit an Interim Finance Director, adding that there are several financial projects looming, including: preparation of next year's budget; the Infrastructure Task Force; the swimming pool General Obligation bond; and South Beach URA funding. It was noted that hiring a permanent Finance Director at this

time might limit the applicant pool as the applicants may want to know who they will be working for, and without a permanent City Manager, this is an unknown. MOTION was made by Allen, seconded by Busby, to give the Interim City Manager the ability to proceed with hiring an Interim Finance Director, and returning to the City Council to approve the selection. The motion carried unanimously in a voice vote.

It was noted that a Special Council meeting may be need on Thursday, July 18, 2013, at 5:00 P.M. regarding the Runway 16/34 Rehabilitation Project. Smith explained the need for the meeting.

Roumagoux asked that the recommended Council training be scheduled at a work session in the near future. Monson and Hawker will schedule the training.

Margaret M. Hawker, City Recorder

Sandra N. Roumagoux, Mayor

June 17, 2013
6:14 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, Roumagoux, Sawyer, Saelens, Swanson, and Busby were present.

Staff present was Interim City Manager Smith, City Recorder Hawker, Community Development Director Tokos, Public Works Director Gross, Police Chief Miranda, Parks and Recreation Director Protiva, Assistant Fire Chief Murphy, Police Sergeant Garbarino, and Assistant Finance Director Brown.

PLEDGE OF ALLEGIANCE

Roumagoux requested a moment of silence in honor of the firefighters lost in the Arizona wildfire.

Council and the audience participated in the Pledge of Allegiance.

ADDITIONS/DELETIONS AND APPROVAL OF THE AGENDA

Smith requested that Action Item A. be removed from the agenda. Allen stated that he has questions about this agenda item and wishes to get the questions on the record for clarification prior to sending it back to the Destination Newport Committee.

CONSENT CALENDAR

The consent calendar consisted of the following items:

- A. Approval of City Council minutes from the work session and regular meeting of June 17, 2013;
- B. OLCC application - Deep End Café;
- C. OLCC application - Panache.

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

OFFICER'S REPORTS

Mayor's Report. Roumagoux appointed Robin Dennis to the Wayfinding Committee. MOTION was made by Allen, seconded by Beemer, to ratify the Mayor's appointment. The motion carried unanimously in a voice vote.

Roumagoux reported that she had attended the quarterly ODOT meeting with Tokos, Miranda, and Smith.

Roumagoux reported that she had attended the Lincoln County Mayor's meeting hosted by John Robinson of Siletz.

Roumagoux reported that she attended a presentation on the Central Coast Fire Authority implementation plan. She noted that the next step is for the plan to go to the various departments for further review and discussion.

Roumagoux reported that she attended parts of the recent American Legion Convention with Miranda and Lorna Davis.

Roumagoux reported that she attended a farewell gathering for A.T. Ronan of the OCCC.

Roumagoux reported that she attended the Chamber of Commerce Awards Banquet.

City Manager's Report. Smith reported that he is meeting with as many city staff as possible. He added that one of his charges was to get out of the office and talk with city staff and community members. He noted that he believes that he has been accomplishing this.

Smith reported that he is endeavoring to attend as many committee meetings as possible.

Smith reported that there was a defect in the budget publication for the Fiscal Year 2013/2014 budget. He noted that the city's former Finance Director incorrectly included the Urban Renewal Agency approved budget amounts in the city's published LB-1 form. He noted that subsequent to the last Council meeting, where this item was addressed, a citizen complained to the Department of Revenue. He added that the "fix" for this incident is delineated in ORS 294.451(2) which reads, "At the first regularly scheduled meeting of the governing body of the municipal corporation that is held following the discovery of any publication error. . .the budget officer shall advise the governing body in writing of the error and shall correct the error by testimony before the governing body at the meeting." He noted that this discussion, at this meeting, rectifies the error. Allen stated that the information was there and since it was included, it did not prejudice anyone's rights.

Smith reported that the Infrastructure Task Force will meet July 31 from 3 - 4:30 P.M. Smith stated that he plans to attend, and that Linda Brown will be taking minutes. Allen reported that he and others had met with several state agencies last month, and during lunch, he became aware of a particular state fund that showed some opportunity for very meaningful grants. Gross reported that this funding opportunity is through the Infrastructure Finance Authority's Public Works Emergency Fund which is used to assist communities that have had declared natural disasters. He added that there are two ongoing projects that are almost out to bid. He noted that the city is eligible and that a preliminary application has been submitted. He stated that the final paperwork is being completed; it will be submitted this week; and the turnaround time is a few weeks. Gross reviewed other potential grant opportunities and partners.

DISCUSSION ITEMS AND PRESENTATIONS

Storm/Tsunami Ready Community Designation. Miranda, Murphy, Garbarino, and the Lincoln County Emergency Services Coordinator, Jenny DeMaris, reviewed the

Storm/Tsunami Ready designation and responded to Council questions. Miranda displayed the tsunami and storm ready recognition and signs.

Garbarino reported that a door-to-door outreach and a large readiness fair will occur in September. A discussion ensued regarding targeting specific populations, contents of emergency preparedness kits, and vendors.

Possible New Municipal Swimming Pool. Protiva introduced Sophia Koukoulas, a Parks and Recreation Department intern. Protiva made a PowerPoint presentation regarding the proposed new municipal swimming pool. He reported that the Parks and Recreation Advisory Committee had looked at the community needs which included: water safety training and instruction; recreation; fitness; competition; and therapy. Protiva displayed a floor plan and noted that the proposed pool would fit on the property next to the Recreation Center. He added that there would be adequate space for warm water opportunities and eight lanes for competition or lap swim. Protiva reported that there would be seating and adequate deck space for hosting competitions. He stated that there is existing space for dryland exercises and team meetings. He added that this plan would improve the existing building around the aerobics room and control area. He reviewed a drawing of the warm water component. Swanson asked whether the facility would be open to private therapists, and Protiva responded that it would. Swanson asked whether there were any issues with tots being around adults, and Protiva responded that this could be controlled through programming. Allen asked whether eight lanes is sufficient for a lap pool, and Protiva responded that the current facility only has six lanes. Allen asked whether the slide and hot tub were necessary to the plan, and Protiva noted that there are therapeutic benefits to a hot tub. Protiva noted that it could be eliminated, but that there is enough demand for it that it was deemed important enough to include in the plan. It was noted that the cost of the water slide is \$210,000, and that it has been a toss-up as to whether it is a deal breaker. Allen asked what the perception to voters will be when looking at this proposal. Protiva reported that the survey suggests that if a family has young people, it might be inclined to want a slide while seniors are not interested in the slide. He added that the slide is a financial concern, and the deck space can be utilized if the slide is not constructed. Saelens noted that from the beginning of the pool planning process, it was recognized that there are amenities that a significant part of the community is interested in. It was noted that the concept was to maximize as many water features that the city and tourists want to see over the life span of this pool. Allen noted that he is thinking about the voters and the property tax increase to property owners who do not use the pool. He asked whether the hot tub and slide will have an influence on those who do not use the pool. Busby noted that \$210,000 is not important as a taxpayer, but that it needs to be couched in terms of tax. Protiva stated that this is a municipal style design rather than an aquatic park design, and specifically designed to meet community needs at a good price point.

Protiva reviewed parking at the proposed site. He noted that there are 205 parking spots on the current campus which are shared among buildings and users. He noted that there is currently adequate parking to accommodate all facility users on average days, but that there is inadequate parking for major events. He added that parking can be controlled through programming. He noted that adding parking on Second Street has been discussed. He stated that as part of this project, and being fair to the future, he thinks it would be appropriate to add an expense for future parking needs. He added

that there are very few decisions left, as a sound body of work has been completed. Protiva stated that the timelines are on schedule. He reiterated that questions still need to be answered regarding whether to include funding for a slide and parking. Swanson stated that she supports inclusion of a slide. Saelens thanked Protiva for highlighting the additional parking spaces. Protiva reported that it is responsible to set aside some funding for future parking. Allen asked whether locating the pool next to the Recreation Center would reduce the subsidy level. Protiva stated that both facilities could share a control area. He stated that the current level of subsidy to the pool should be able to be maintained. Roumagoux asked whether the issue is on track for the November election. Protiva noted that it is on track for the election and that he is willing to return with final thoughts and figures. Allen noted that the goal is to put something before the voters that is reasonable and has a chance for success. Saelens noted that Protiva periodically reports on various special events designed to make the Recreation Center more self-sufficient. Roumagoux asked whether the Parks and Recreation Foundation would be active in promoting this bond measure. Protiva reported that the Foundation has found funding that has strings attached. He added that when the measure moves forward, there will be viable information regarding costs, a timeline, and a group to promote the measure. Protiva noted that this is a great opportunity for the community and a modest amount of tourists. He stated that the Recreation Center was initially designed to accommodate an aquatic facility such as this. Allen noted that this will be the second time in three years that this bond measure will have been presented to the voters. He noted that he wants to ensure that when the bond measure goes out, it does not add more than is needed. Protiva reported that the design and body of work will meet the needs today and into the future.

Sawyer asked whether there has been any discussion on making Second Street one way to accommodate additional parking. Swanson stated that she would like to see funding for parking. Busby added that he does not think that parking is a limiting factor.

Protiva noted that the city is at the point where fundamental decisions are required, and added that he will return to the next meeting for further decisions.

Allen asked about the status of the ocean bioaccumulation survey that is being conducted with Georgia-Pacific right-of-way funding. Hawker reported that the draft report has been submitted and that the survey team is working on a final report. Allen asked that the draft report be placed on the city's website.

PUBLIC HEARINGS

Initial Public Hearing to Consider the Withdrawal of a 71.39 Acre Portion of the Wolf Tree Destination Resort Site from the Corporate Limits of the City of Newport - Tax Lot 801, Section 5, T12S, R11W, W.M. Roumagoux opened the public hearing at 7:14 P.M. and asked Tokos for the staff report. Tokos reported that this is the first of two public hearings required regarding whether it is in the public interest for the city to withdraw a 71.39 acre property from the corporate limits. He noted that the property is a part of the larger 668 acre Wolf Tree Destination Resort site. He added that Council initiated the withdrawal process on June 3, 2013, by Resolution No. 3632, at the request of Terry Lettenmaier, the property owner. Tokos noted that Lettenmaier wishes to build a house on his property, and withdrawing the property from the city helps achieve his objective

by allowing him to approach Lincoln County to rezone the site to a designation where that use would be permitted. Tokos noted that Steel Strings indicated that the withdrawal may have an impact on extending future utilities to the resort. He added that the Steel Strings attorney is preparing an easement that protects both interests, and that it is expected that the easement will have been executed before the August 19 meeting.

Roumagoux asked for public testimony. Terry Lettenmaier, property owner, thanked the Mayor, City Council, and Tokos for their work. He stated that he would like to see the property de-annexed so that he can speak with Lincoln County about rezoning the property so that he can build a house.

Roumagoux closed the public hearing at 7:19 P.M. for Council deliberation. MOTION was made by Beemer, seconded by Saelens, to adopt Order No. 2013-3 indicating that Council still favors the withdrawal of the territory and that a final hearing on the matter be set for August 19, 2013. The motion carried unanimously in a voice vote.

Public Hearing and Consideration of Resolution No. 3631 Establishing Hiring Standards, Criteria, Policy Directives, and a Timeline for the Recruitment and Hiring of the City Manager for the City of Newport, Oregon. Roumagoux opened the public hearing at 7:21 P.M. Hawker reported that the issue before Council is to hold a public hearing on Resolution No. 3631 which establishes hiring standards, criteria, policy directives, and a timeline for the recruitment and hiring of a new City Manager.

Roumagoux asked for public testimony. There was none.

Roumagoux closed the public hearing at 7:22 P.M. for Council deliberation. Allen suggested changes to Exhibit B (job description), including the deletion of the word "Confidential" at the top of the job description and several minor scrivener's errors. MOTION was made by Sawyer, seconded by Beemer, to adopt Resolution No. 3631 establishing hiring standards, criteria, policy directives, and a timeline for the recruitment and hiring of a new City Manager as amended. The motion carried in a voice vote with Saelens abstaining.

ACTION ITEMS

Consideration of an Award for Print/Outdoor Marketing Production to the Newport News-Times. It was noted that this item had been removed from the agenda. Allen stated that he had communicated with staff due to the lack of a personal services agreement, and the amount of money being requested. He noted that this matter was not on the agenda of the June 18, 2013 Destination Newport Committee, and that he was informed that the Newport News-Times publisher had brought the issue to the DNC at the last minute. He stated that there is a current agreement in place with the News-Times and noted that the publisher should have caught this. Allen added that the publisher signed off on the agreement last year and presented a similar agreement to the DNC two weeks ago. Allen noted that the letter (agreement) required the News-Times to provide reports. Smith noted that committees, including the City Council, allow additions/deletions to agendas at the last minute. He added that a lot of committees operate as if they are administrative rather than advisory. He noted that some committees appear to believe that they have right to direct staff.

COUNCIL REPORTS AND COMMENTS

Saelens reported that he had attended the radio amateur's field day in Toledo.

Swanson thanked Gross for repairing the hazard in the City Hall pedestrian ramp, and noted that there are four other areas on the ramp that are a problem.

Swanson requested an excused absence from the July 15, 2013 City Council meeting. MOTION was made by Allen, seconded by Saelens, to excuse Swanson from the July 15, 2013 City Council meeting. The motion carried unanimously in a voice vote.

It was noted that July 29, 2013 is the fifth Monday of the month, and a Town Hall meeting will occur.

Busby noted that amateur radio provides a great service.

Busby reported that he had attended the opening of the Maritime Heritage Museum, and noted that this facility is a great asset to the Bayfront.

Beemer congratulated Gross for the work at Betty Wheeler Field, and particularly the new sidewalk along Nye Street.

Beemer reported on a recent meeting of the Port of Newport. He noted that construction on the international terminal is winding down; dredging needs to be completed; and that contract discussions are underway with Teevin Brothers.

Beemer reported that the Library produced an entertaining skit at the recent Chamber of Commerce luncheon.

Allen reported that he had attended a recent FINE meeting. He noted that there was a brief update from the Oregon SeaGrant and representatives from NMREC. He noted that the grid-connected test device, Sentinel, will be deployed in late July for approximately six weeks, and that it is possible that a developer will use that facility next spring.

Allen reported that he had attended a meeting of the Bureau of Ocean Energy Management/State of Oregon Task Force for Renewable Energy at which FERC and BOEM talked about licensing in the outer continental shelf. He noted that one of the licenses filed was for the PMREC site that was awarded to Newport about six nautical miles southwest of the jetty, and that this location is in the outer continental shelf. He added that the jurisdiction for leasing the seafloor is through BOEM, and that FERC issues the hydrokinetic licenses. He added that licensing for the PMREC site was awarded to Newport. He noted that the licensing process could take a year with construction occurring in two or three years, with an operational facility in 2016.

Allen reported that a small group met regarding recycling. It included Doug Hunt, Wayne Belmont, Rob Thompson, Ken Riley, and he and Saelens. He noted that a public forum may tentatively occur in September. He added that he had toured the composting facility near Coffin Butte, and that if other Councilors wish to take the tour to let Hawker know. Saelens noted that this is the largest composting facility between Seattle and San Francisco.

It was noted that Council had been invited to the Maritime Museum on July 4.

Gross reported that there will be a public open house regarding the Highway 101 crosswalk project tomorrow night.

Smith reported that Lance Vanderbeck was selected city employee of the year by the Greater Newport Chamber of Commerce, and recognized at the recent Chamber banquet.

ADJOURNMENT

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

Margaret M. Hawker, City Recorder

Sandra N. Roumagoux, Mayor

Report Criteria:

Detail report type printed

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
911 Supply	06/27/2013	21070	10110706215	Shipping Lt. Malloy dress j	8.50
A Work Safe Service, Inc	06/27/2013	21071	30232106032	Drug Test McClellan	60.00
A Work Safe Service, Inc	06/27/2013	21071	30333206032	Drug Test Bennett	60.00
A Work Safe Service, Inc	06/27/2013	21071	30232106032	Drug Test Cooper	60.00
ABC TRANSCRIPTION SERVICES, INC.	06/06/2013	20832	10114006030	Verbatim Transcript for Tee	471.75
ABECO	06/20/2013	20976	40141606211	Excess Copies - on lease	43.72
ABECO	06/20/2013	20976	40242206092	Copier agreement	6.25
ABECO	06/20/2013	20976	40141606211	Excess Copies - on lease	47.83
ABECO	06/20/2013	20976	40242206402	Copier agreement	9.91
ABECO	06/20/2013	20976	40141506515	PAID AND PRODUCT RE	99.00-
ABECO	06/20/2013	20976	40242206092	Reverse Wrong account -	6.25-
ABECO	06/20/2013	20976	40242206402	Excess Copies - on lease	6.25
Aboveboard Electric, Inc	06/13/2013	20899	30434206115	Repair vfd fans at ips	1,200.00
Aboveboard Electric, Inc	06/13/2013	20899	30434206115	Repair nye beach	160.00
Aboveboard Electric, Inc	06/13/2013	20899	30333106114	Relocation of replacement l	676.16
Aboveboard Electric, Inc	06/13/2013	20899	30434106113	Repair lights solid bldg	200.00
Aboveboard Electric, Inc	06/13/2013	20899	30333106114	Troubleshoot Neut tank mi	80.00
Aboveboard Electric, Inc	06/20/2013	20977	30434106114	Repair rdp	320.00
Aboveboard Electric, Inc	06/20/2013	20977	30434206115	Repair 32nd st ps	400.00
Aboveboard Electric, Inc	06/20/2013	20977	30434106114	Repair lights for ab panel	424.00
Aboveboard Electric, Inc	06/06/2013	20833	40141506014	Repair lighting control pane	958.40
Advantage Environmental Inc.	06/13/2013	20900	30434506027	Hazmat Survey- Old WWT	1,498.00
Alan Brown Tire Center	06/13/2013	20901	30232206114	Flat tire repair	135.25
Alan Brown Tire Center	06/13/2013	20901	30434106403	battery	35.54
Alan Brown Tire Center	06/27/2013	21072	10110906112	repair of flat of RF-0124	16.75
Alan Brown Tire Center	06/13/2013	20901	30434106403	reverse wrong expense co	35.54-
Alan Brown Tire Center	06/13/2013	20901	30434106114	battery	35.54
ALL- STAR ENGRAVING	06/27/2013	21073	10110706030	Engraving 20-year service	52.95
ALL- STAR ENGRAVING	06/20/2013	20978	10110506502	NAME PLATE and Volunte	13.00
ALL- STAR ENGRAVING	06/20/2013	20978	10110506502	Volunteer Award	130.00
ALL- STAR ENGRAVING	06/20/2013	20978	10110506502	NAME PLATE	13.00-
ALL- STAR ENGRAVING	06/20/2013	20978	10110506502	NAME PLATE and Volunte	13.00-
ALL- STAR ENGRAVING	06/20/2013	20978	10110526502	NAME PLATE	13.00
ALL- STAR ENGRAVING	06/20/2013	20978	10110506502	Volunteer Award	130.00-
ALL- STAR ENGRAVING	06/20/2013	20978	10110106219	Volunteer Award	130.00
ALL- STAR ENGRAVING	06/20/2013	20978	10110506502	Reverse mistaken credit - e	13.00
Allen and Sons, Inc	06/13/2013	20902	30434206115	ASPHALT REPAIR	800.00
Allen, Josephine G	06/06/2013	20834	40141606026	TKO INSTRUCTOR - ADU	126.00
Allen, Josephine G	06/06/2013	20834	40141606026	TKO INSTRUCTOR - YOU	147.00
Allstart Auto Electric, Inc	06/27/2013	21074	40242206112	repair on Jet truck for Dead	1,270.00
Allstart Auto Electric, Inc	06/06/2013	20835	10110906112	flasher relay ID & Locate fo	72.00
Allstart Auto Electric, Inc	06/20/2013	20979	30434106112	rebuild alternator for sludge	338.00
Allstart Auto Electric, Inc	06/13/2013	20903	30232106114	light plug	36.00
Alsea Bay Power Products	06/20/2013	20980	30434206115	repair weed eater	134.54
Alsea Bay Power Products	06/13/2013	20904	30434206115	2 cycle oil	11.40
Alsea Bay Power Products	06/13/2013	20904	30434206115	Reverse wrong expense co	11.40-
Alsea Bay Power Products	06/13/2013	20904	30434206403	2 cycle oil	11.40
Analytical Laboratory & Consul	06/20/2013	20981	30333106029	TOC, Coliform	440.00
ANNABLE, LINDA	06/27/2013	21075	10111006201	travel reimburse for in-coun	58.65
Associated Cleaning Serv., Inc	06/27/2013	21076	10111006101	Library Cleaning	1,300.50
Associated Cleaning Serv., Inc	06/27/2013	21076	40343106101	Parks Maint for RR's & PA	2,877.75
Associated Cleaning Serv., Inc	06/27/2013	21076	40141306101	Senior Center Cleanig	682.25
Associated Cleaning Serv., Inc	06/27/2013	21076	30232106101	Streets-Cleaning Expense	57.80
Associated Cleaning Serv., Inc	06/27/2013	21076	30232206101	Storm Drain - Cleaning Exp	57.80

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
Associated Cleaning Serv., Inc	06/27/2013	21076	30333106101	Water Plant - Cleaning Ser	174.25
Associated Cleaning Serv., Inc	06/27/2013	21076	30333206101	Water Dist. - Cleaning Serv	173.40
Associated Cleaning Serv., Inc	06/27/2013	21076	30434106101	WW - Cleaning Service	327.25
Associated Cleaning Serv., Inc	06/27/2013	21076	10110356101	Frank Wade Park - Cleanin	123.25
Associated Cleaning Serv., Inc	06/27/2013	21076	10110906101	Fire Station - Cleaning Ser	42.50
Associated Cleaning Serv., Inc	06/27/2013	21076	40242206101	Airport - Cleaning Service	187.00
Associated Cleaning Serv., Inc	06/27/2013	21076	10119006101	% City Hall - Cleaning Serv	143.40
Associated Cleaning Serv., Inc	06/27/2013	21076	10114006101	% City Hall - Cleaning Serv	51.19
Associated Cleaning Serv., Inc	06/27/2013	21076	30131106101	% City Hall - Cleaning Serv	71.70
Associated Cleaning Serv., Inc	06/27/2013	21076	30131206101	% City Hall - Cleaning Serv	71.70
Associated Cleaning Serv., Inc	06/27/2013	21076	10110256101	% City Hall - Cleaning Serv	20.49
Associated Cleaning Serv., Inc	06/27/2013	21076	10110206101	% City Hall - Cleaning Serv	61.46
Associated Cleaning Serv., Inc	06/27/2013	21076	10110526101	% City Hall - Cleaning Serv	10.24
Associated Cleaning Serv., Inc	06/27/2013	21076	10110306101	% City Hall - Cleaning Serv	30.73
Associated Cleaning Serv., Inc	06/27/2013	21076	10110106101	% City Hall - Cleaning Serv	81.94
Associated Cleaning Serv., Inc	06/27/2013	21076	10110506101	% City Hall - Cleaning Serv	71.70
Associated Cleaning Serv., Inc	06/27/2013	21076	10110706101	% City Hall - Cleaning Serv	409.70
Auto Additions, Inc	06/27/2013	21077	10110906112	Globe style brake bulb for	34.60
Barrelhead Supply, Inc	06/13/2013	20905	30434106113	gal plug	.94
Barrelhead Supply, Inc	06/13/2013	20905	30434106115	pressure gauge	5.68
Barrelhead Supply, Inc	06/13/2013	20905	30434106115	pressure gauge	3.54
Barrelhead Supply, Inc	06/13/2013	20905	30434106113	sprayer parts	10.81
Barrelhead Supply, Inc	06/13/2013	20905	30232206401	8inch fittings	141.27
Barrelhead Supply, Inc	06/13/2013	20905	30232106401	blade	14.00
Barrelhead Supply, Inc	06/13/2013	20905	30333206523	PLUMBER CLOTH, BLUE	72.21
Barrelhead Supply, Inc	06/13/2013	20905	30333206523	2" POLY PIPE	113.00
Barrelhead Supply, Inc	06/13/2013	20905	30333206523	8" GRIPPER PLUG	32.31
Barrelhead Supply, Inc	06/13/2013	20905	30333206523	6" GRIPPER PLUG	22.67
Barrelhead Supply, Inc	06/20/2013	20982	30434206115	paint brushes,tape	38.96
Barrelhead Supply, Inc	06/20/2013	20982	30434206115	fernco,elbow pvc	127.34
Barrelhead Supply, Inc	06/20/2013	20982	30434106111	saw blades	167.48
Barrett Business Svices, Inc	06/27/2013	21078	40242106009	William G. Rowe	212.80
Barrett Business Svices, Inc	06/27/2013	21078	40242106009	Jonathan Kosydar/William R	425.60
Barrett Business Svices, Inc	06/27/2013	21078	10110356009	Erickson and Smith, PT hel	1,128.00
Barrett Business Svices, Inc	06/27/2013	21078	40242106009	Jonathan Kosydar	319.20
Barrett Business Svices, Inc	06/27/2013	21078	40242106009	William Rowe	226.10
Barrett Business Svices, Inc	06/06/2013	20836	40242206009	W. Rowe / Jonathan Kosyd	319.20
Barrett Business Svices, Inc	06/06/2013	20836	40242206009	W. Rowe / Jonathan Kosyd	212.80
Barrett Business Svices, Inc	06/13/2013	20906	40242206009	W. Rowe / Jonathan Kosyd	212.80
Barrett Business Svices, Inc	06/13/2013	20906	10110356009	Parks Maint PT (2)	1,128.00
Barrett Business Svices, Inc	06/13/2013	20906	40242206009	W. Rowe / Jonathan Kosyd	266.00
Barrett Business Svices, Inc	06/20/2013	20983	10110356009	Parks Maint Temps (2)	902.40
Batteries Northwest	06/27/2013	21079	30232106503	battery	105.90
Bendel, Amy	06/06/2013	20837	40141606026	Zumba Instructor - May 20	744.45
Bigfoot Beverages	06/20/2013	20984	40242206406	Coffee Concessions for FB	54.65
Bigfoot Beverages	06/06/2013	20838	40242206406	Coffee for FBO	34.37
Blumenthal Uniforms & Equipmnt	06/20/2013	20985	10110706407	3 pair bike shorts for bike p	137.85
Blumenthal Uniforms & Equipmnt	06/20/2013	20985	10110706407	2 pair class A pants for Ash	177.15
Blumenthal Uniforms & Equipmnt	06/20/2013	20985	10110706407	2 cargo pant, 2 s/s shirt, un	454.90
Blumenthal Uniforms & Equipmnt	06/06/2013	20839	10110906504	B.Webber shirt, embroidery	241.39
Braxling & Braxling, Inc	06/20/2013	20986	30232106420	rock	539.66
Braxling & Braxling, Inc	06/20/2013	20986	10110356113	8.15 tons 1" rock for pool r	74.74
Braxling & Braxling, Inc	06/20/2013	20986	10110356113	Reverse wrong expense co	74.74-
Braxling & Braxling, Inc	06/20/2013	20986	10110356420	8.15 tons 1" rock for pool r	74.74
BRENNTAG PACIFIC, INC	06/13/2013	20907	30333106408	Citric Acid 2 totes	5,157.00
Briggs, Pam	06/06/2013	20840	10110706407	Reimbursement for purcha	105.00
Brown & Caldwell	06/13/2013	20908	30434506025	Flow Monitoring Program	6,621.51

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
Building Department, LLC , The	06/13/2013	20909	40444106012	VRD Inspections	88.00
Building Department, LLC , The	06/13/2013	20909	40444106014	5/13 Electrical Inspections	2,008.50
Building Department, LLC , The	06/13/2013	20909	40444106015	5/13 Plumbing Inspections	1,010.95
Building Department, LLC , The	06/13/2013	20909	40444106012	5/13 Plan Reviews	937.86
Cafe Stephanie	06/13/2013	20910	30131106405	coffe cambro safety meeti	15.00
Carpet One Floor and Home	06/27/2013	21081	10110356113	Replacment of carpet in Cit	4,528.00
Carpet One Floor and Home	06/27/2013	21081	10110707013	Repairs, upgrade of Report	6,975.00
Carpet One Floor and Home	06/27/2013	21081	10110707013	CARPET patch, repair as p	150.00
Carquest Auto Parts Stores	06/27/2013	21082	10110356114	Elec connector FB trlr 81-0	7.99
Carquest Auto Parts Stores	06/27/2013	21082	10110356114	Brake parts, FB trailer	250.68
Carquest Auto Parts Stores	06/27/2013	21082	10110356112	Oil and filter 09-3	26.88
Carquest Auto Parts Stores	06/27/2013	21082	10110356112	Wiring materials 09 Dodge	22.33
Carquest Auto Parts Stores	06/27/2013	21082	30333106503	Fuel cap	10.23
Carquest Auto Parts Stores	06/27/2013	21082	30131206112	Oil and filter 2008 Ford Esc	19.89
Carquest Auto Parts Stores	06/27/2013	21082	30232206114	light	8.39
Carquest Auto Parts Stores	06/27/2013	21082	30232206114	split loom	14.54
Carquest Auto Parts Stores	06/27/2013	21082	30131206112	Oil and valve cover gasket	31.32
Carquest Auto Parts Stores	06/27/2013	21082	30232106114	filters	53.70
Carquest Auto Parts Stores	06/27/2013	21082	30232106503	uni lift	22.99
Carquest Auto Parts Stores	06/27/2013	21082	30232106503	uni lift	22.99-
Carquest Auto Parts Stores	06/11/2013	20898	30232206114	Oil filter-vac machine	47.81
Carquest Auto Parts Stores	06/11/2013	20898	30434206112	wiper bladesfor tundra	32.88
Carquest Auto Parts Stores	06/11/2013	20898	30333206114	COMPUTER PROGRAM F	2,267.50
Carquest Auto Parts Stores	06/11/2013	20898	10110906112	Belt for AR33	6.23
Carquest Auto Parts Stores	06/11/2013	20898	30232106403	dielec-shop	14.70
Carquest Auto Parts Stores	06/11/2013	20898	30232106114	Oiland filter-shop truck	30.90
Carquest Auto Parts Stores	06/11/2013	20898	30232106503	Oil cap	9.99
Carquest Auto Parts Stores	06/11/2013	20898	30131206112	Oil and filter, Ford F150	23.55
Carquest Auto Parts Stores	06/11/2013	20898	30333206112	AIR & VENTVISOR	59.30
Carquest Auto Parts Stores	06/11/2013	20898	10110906112	cig lighter plug for 3201	3.99
Carquest Auto Parts Stores	06/11/2013	20898	30232206403	start fluid-shop	2.93
Carquest Auto Parts Stores	06/11/2013	20898	30232106114	u joint	29.32
Carquest Auto Parts Stores	06/11/2013	20898	30232106114	muffler bandage	3.21
Carquest Auto Parts Stores	06/11/2013	20898	30232206114	filter	25.16
Carquest Auto Parts Stores	06/11/2013	20898	30232206114	filter	25.16
Carquest Auto Parts Stores	06/11/2013	20898	30131206112	Oil and filter, Chev Colorad	23.87
Carquest Auto Parts Stores	06/11/2013	20898	30333206508	IMPACT SOCKET	6.64
Carquest Auto Parts Stores	06/11/2013	20898	30434106112	Oil,filter for dodge	28.61
Carquest Auto Parts Stores	06/11/2013	20898	30232206114	Oil filter-bucket truck	59.72
Carquest Auto Parts Stores	06/11/2013	20898	30232206114	light plug	21.99
Carquest Auto Parts Stores	06/11/2013	20898	10110356114	2 qts motor oil	7.34
Carquest Auto Parts Stores	06/11/2013	20898	30232206114	valve gasket	144.46
Carquest Auto Parts Stores	06/11/2013	20898	30333206112	LOF, SERVICE TRUCK	34.05
Carquest Auto Parts Stores	06/20/2013	20987	10110356112	Wire and ties, bldg Maint v	19.89
Carquest Auto Parts Stores	06/20/2013	20987	10110356112	Strapping kit, Bldg Main va	4.72
Carquest Auto Parts Stores	06/20/2013	20987	10110356112	Socket and relay	12.95
Carquest Auto Parts Stores	06/20/2013	20987	10110356112	Brake rotor Bldg Maint van	96.84
Carquest Auto Parts Stores	06/20/2013	20987	10110356112	TAilgater power	59.99
Carquest Auto Parts Stores	06/20/2013	20987	30232206114	sensor-turbo	310.66
Carquest Auto Parts Stores	06/20/2013	20987	30232106430	drainpan-shop	7.91
Carquest Auto Parts Stores	06/20/2013	20987	30434106403	Oil filter-vac machine	18.35
Carquest Auto Parts Stores	06/20/2013	20987	30232106430	spray bottle-glass cleaner-	28.12
Carquest Auto Parts Stores	06/20/2013	20987	30232106114	filter	7.41
Carquest Auto Parts Stores	06/11/2013	20898	30232206114	Reverse wrong expense co	47.81-
Carquest Auto Parts Stores	06/11/2013	20898	30232106114	COMPUTER PROGRAM F	2,267.50
Carquest Auto Parts Stores	06/20/2013	20987	10110356112	Reverse wrong expense co	4.72-
Carquest Auto Parts Stores	06/20/2013	20987	10110356112	Reverse wrong expense co	12.95-

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Carquest Auto Parts Stores	06/20/2013	20987	10110356112	Reverse wrong expense co	96.84-
Carquest Auto Parts Stores	06/20/2013	20987	10110356112	Reverse wrong expense co	59.99-
Carquest Auto Parts Stores	06/11/2013	20898	30232206403	Fleet Oil/Motor Oil	47.81
Carquest Auto Parts Stores	06/20/2013	20987	10110356410	Strapping kit/bldg maint va	4.72
Carquest Auto Parts Stores	06/20/2013	20987	10110356410	Socket & Relay	12.95
Carquest Auto Parts Stores	06/20/2013	20987	10110356410	Brake Rotor	96.84
Carquest Auto Parts Stores	06/20/2013	20987	10110356410	Tailgate Power	59.99
Carson Oil Co	06/27/2013	21083	40242106403	Fuel For Airport vechicals	897.26
Carson Oil Co	06/27/2013	21083	30232106403	fuel-shop truck	223.50
Carson Oil Co	06/27/2013	21083	10110356403	Fuel Dodge PU 07-5	44.73
Carson Oil Co	06/13/2013	20911	30232106403	fuel-shop truck	123.33
Carson Oil Co	06/13/2013	20911	10110706403	Out of town gasoline purch	53.66
Carson Oil Co	06/13/2013	20911	10110906403	fuel for fire vehicles	335.65
Carson Oil Co	06/20/2013	20988	30434106114	oil	81.40
Carson Oil Co	06/20/2013	20988	10110356403	fuel,07-5 Dodge PU	38.55
Carson Oil Co	06/20/2013	20988	10114006403	Fuel for 2013 Fusion	38.92
CASELLE	06/13/2013	20912	10101243	Contract Support & Maint -	1,398.00
Cedar Creek Quarries, Inc	06/27/2013	21084	30232106430	compost-3rd	157.50
Celtic Heritage Alliance	06/20/2013	20989	40343106241	Reimbursement for Ads usi	1,875.00
Celtic Heritage Alliance	06/20/2013	20989	40343106241	Reimbursement for Ads usi	75.00
Celtic Heritage Alliance	06/20/2013	20989	40343106241	Reimbursement for Ads usi	263.00
Celtic Heritage Alliance	06/20/2013	20989	10119004325	Refund of Overpayment of	1,570.95
Cengage Learning, Inc.	06/13/2013	20913	10111006510	new Large Print books	32.26
Cengage Learning, Inc.	06/06/2013	20842	10111006510	new Large Print books	89.89
Cengage Learning, Inc.	06/06/2013	20842	10111006215	credit for shipping	108.58-
Cengage Learning, Inc.	06/06/2013	20842	10111006215	credit for shipping	24.49-
Cengage Learning, Inc.	06/06/2013	20842	10111006510	new Large Print books	46.39
Cengage Learning, Inc.	06/06/2013	20842	10111006510	new Large Print books	51.45
Central Lincoln P.U.D	06/13/2013	20914	10119006104	Signal Light 101 & Hurbert	42.85
Central Lincoln P.U.D	06/13/2013	20914	10119006104	Hwy 20 & John Moore Rd.	52.41
Central Lincoln P.U.D	06/13/2013	20914	30434106103	power bill for schooner cr p	399.01
Central Lincoln P.U.D	06/13/2013	20914	30434106103	power bill for 56th st ps	89.23
Central Lincoln P.U.D	06/13/2013	20914	30333206103	ELECTRIC FOR CONTRO	23.35
Central Lincoln P.U.D	06/13/2013	20914	30434106103	power bill for 48th st ps	225.13
Central Lincoln P.U.D	06/13/2013	20914	30434106103	power bill for big creek ps	935.17
Central Lincoln P.U.D	06/13/2013	20914	10110356103	Frank Wade field lights	86.21
Central Lincoln P.U.D	06/13/2013	20914	10110356103	Frank Wade Field Pitching	83.88
Central Lincoln P.U.D	06/13/2013	20914	30333206103	ELECTRCITY PUMP STA	23.47
Central Lincoln P.U.D	06/13/2013	20914	30333206103	ELECTRICITY PUMPSTA	39.33
Central Lincoln P.U.D	06/13/2013	20914	10110356103	Big Creek Park shelter	27.43
Central Lincoln P.U.D	06/13/2013	20914	10110356103	Betty Wheeler field lights	73.69
Central Lincoln P.U.D	06/13/2013	20914	40141406103	electric bil pool\	1,114.16
Central Lincoln P.U.D	06/13/2013	20914	10110356103	Frank Wade tennis courts	33.73
Central Lincoln P.U.D	06/13/2013	20914	10119006104	Signal Light 101 & NE 6th	50.09
Central Lincoln P.U.D	06/13/2013	20914	10119006103	% City Hall Electric Bill	398.26
Central Lincoln P.U.D	06/13/2013	20914	30434106103	power bill for 70th st	23.66
Central Lincoln P.U.D	06/13/2013	20914	10110356103	Frank Wade scoreboard	27.12
Central Lincoln P.U.D	06/13/2013	20914	10110356103	Betty Wheeler flood lights	79.73
Central Lincoln P.U.D	06/13/2013	20914	10119006104	Canyon Way Street Lights	75.76
Central Lincoln P.U.D	06/20/2013	20990	40343106103	Abbey & bay Blvd Restroo	103.07
Central Lincoln P.U.D	06/20/2013	20990	40343106103	Abbey St. Pier	67.20
Central Lincoln P.U.D	06/20/2013	20990	30434106103	power bill for3rd st ps	44.93
Central Lincoln P.U.D	06/20/2013	20990	30333206103	POWER PUMP STATION	908.18
Central Lincoln P.U.D	06/20/2013	20990	30434106103	power bill for 26th st ps	31.59
Central Lincoln P.U.D	06/20/2013	20990	40242206103	Airport FBO	244.86
Central Lincoln P.U.D	06/20/2013	20990	40242106014	120 SE 84th st	83.76
Central Lincoln P.U.D	06/20/2013	20990	40242106103	Airport Storage Facility by	36.37

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
Central Lincoln P.U.D	06/20/2013	20990	30434106103	power bill for osu ps	147.06
Central Lincoln P.U.D	06/20/2013	20990	40343106103	VAC power	356.47
Central Lincoln P.U.D	06/20/2013	20990	40343106103	Don Davis - Restrooms	43.42
Central Lincoln P.U.D	06/20/2013	20990	30434106103	power bill for 42nd st ps	26.06
Central Lincoln P.U.D	06/20/2013	20990	30434106103	power bill for 10th st ps	26.87
Central Lincoln P.U.D	06/20/2013	20990	30434106103	1501 Big Cr. Rd. San Bayo	27.50
Central Lincoln P.U.D	06/20/2013	20990	40141506103	ELECTRIC SERVICE - CL	25.86
Central Lincoln P.U.D	06/20/2013	20990	30333206103	CONTROL VALVE POWE	23.35
Central Lincoln P.U.D	06/20/2013	20990	30434106103	power bill forbayfront ps	48.95
Central Lincoln P.U.D	06/20/2013	20990	40343106104	Welcome sign lighting- Hw	29.01
Central Lincoln P.U.D	06/20/2013	20990	30333206103	TANK POWER	50.50
Central Lincoln P.U.D	06/20/2013	20990	30232106103	City shops floodlight	145.12
Central Lincoln P.U.D	06/20/2013	20990	30333206103	POWER SHOP	25.23
Central Lincoln P.U.D	06/20/2013	20990	10110356103	City shops	50.53
Central Lincoln P.U.D	06/20/2013	20990	40343106104	Welcome sign lighting/by A	25.79
Central Lincoln P.U.D	06/20/2013	20990	40141506103	electric bill for Rec. Center	1,681.82
Central Lincoln P.U.D	06/20/2013	20990	30434106103	power for ips	3,216.01
Central Lincoln P.U.D	06/20/2013	20990	30434106103	power bill for north side ps	1,742.03
Central Lincoln P.U.D	06/20/2013	20990	30434106103	power bill for bayfront ps	592.03
Central Lincoln P.U.D	06/20/2013	20990	30434106103	power bill for wwtp	8,400.94
Central Lincoln P.U.D	06/20/2013	20990	30434106103	power bill for booster ps	338.64
Central Lincoln P.U.D	06/20/2013	20990	40343106104	Coast st/Beach Dr-Archwa	28.13
Central Lincoln P.U.D	06/20/2013	20990	10110356103	Literacy Park lighting	23.35
Central Lincoln P.U.D	06/20/2013	20990	30333206103	POWER PUMP STATION	215.67
Central Lincoln P.U.D	06/20/2013	20990	10119006104	street lights - at college	37.88
Central Lincoln P.U.D	06/20/2013	20990	10119006104	street lights at college	57.96
Central Lincoln P.U.D	06/20/2013	20990	10119006104	street lights - at college	39.33
Central Lincoln P.U.D	06/20/2013	20990	10119006104	Street lights - at college	40.71
Central Lincoln P.U.D	06/20/2013	20990	10119006104	Street lights- at college	42.60
Central Lincoln P.U.D	06/20/2013	20990	40343106103	Hubert St. Restroom	29.64
Central Lincoln P.U.D	06/20/2013	20990	40343106104	Bay St/Blvd Streetlights	67.40
Central Lincoln P.U.D	06/20/2013	20990	40343106104	Case St Parking Area Stre	69.91
Central Lincoln P.U.D	06/20/2013	20990	40343106104	Abbey St. Parking area str	59.15
Central Lincoln P.U.D	06/20/2013	20990	10119006104	metered lighting- Ellis St.	39.45
Central Lincoln P.U.D	06/20/2013	20990	40343106103	Mariner Square Restrooms	29.70
Central Lincoln P.U.D	06/20/2013	20990	10119006103	corner of Pacific way an os	79.61
Central Lincoln P.U.D	06/20/2013	20990	10119006104	Street lights - OSU Drive	84.96
Central Lincoln P.U.D	06/20/2013	20990	10119006104	St. Lights OSu Dr.	88.10
Central Lincoln P.U.D	06/20/2013	20990	10119006104	1009 Street Lights	15,391.97
Central Lincoln P.U.D	06/20/2013	20990	10119006104	27 Street Lights	487.71
Central Lincoln P.U.D	06/20/2013	20990	30333206103	CONTROL VALVE POWE	27.12
Central Lincoln P.U.D	06/20/2013	20990	30434106103	power bill forembarcadero	27.12
Central Lincoln P.U.D	06/20/2013	20990	40343106103	City Clock Park	42.22
Central Lincoln P.U.D	06/20/2013	20990	30333106103	electical bill wtp	8,118.92
Central Lincoln P.U.D	06/27/2013	21085	40141306103	60+ May electric	614.92
Central Lincoln P.U.D	06/27/2013	21085	30434106103	power bill for nye shop	94.02
Central Lincoln P.U.D	06/27/2013	21085	10111006103	May electricity for Library	989.95
Central Lincoln P.U.D	06/27/2013	21085	30434106103	power bill for southshore p	23.41
Central Lincoln P.U.D	06/27/2013	21085	30434106103	power bill for southshore p	331.71
Central Lincoln P.U.D	06/27/2013	21085	40242106103	airport SE 84 gate and light	26.72
Central Lincoln P.U.D	06/27/2013	21085	40242106103	Airport jet ramp	55.44
Central Lincoln P.U.D	06/27/2013	21085	40242106103	airport Localizer BLDG	50.60
Central Lincoln P.U.D	06/27/2013	21085	40242106103	Airport Quonset Hut	83.76
Central Lincoln P.U.D	06/27/2013	21085	10110906103	Fire- 145 SE 72nd	116.48
Central Lincoln P.U.D	06/27/2013	21085	10110906103	Fire- Airport	25.17
Central Lincoln P.U.D	06/27/2013	21085	40242106103	AWOS	52.67
Central Lincoln P.U.D	06/27/2013	21085	40242106103	Airport Landing Lights	131.36

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
Central Lincoln P.U.D	06/27/2013	21085	40242106103	120 se 84th	69.66
Central Lincoln P.U.D	06/27/2013	21085	10110706103	Airport Gate - Police	12.00
Central Lincoln P.U.D	06/27/2013	21085	40242106103	north end of Runway	28.26
Central Lincoln P.U.D	06/27/2013	21085	40242106103	120 SE 84th ST #D	43.92
Central Lincoln P.U.D	06/27/2013	21085	30434106103	power bill for nye shop	24.86
Central Lincoln P.U.D	06/27/2013	21085	10110356103	Wilder Twin Parks	23.00
Central Lincoln P.U.D	06/27/2013	21085	10110906103	fire- emergency lights by ai	53.44
Central Lincoln P.U.D	06/06/2013	20843	10119006104	Signal Light 101 & NE 25th	35.68
Central Lincoln P.U.D	06/06/2013	20843	10110906103	Fire- 245 NW 10th	507.23
Central Lincoln P.U.D	06/06/2013	20843	10119006104	SE Running Springs Npt B	260.60
Central Lincoln P.U.D	06/06/2013	20843	10119006104	Signal 101 & NE 20th	43.99
Central Lincoln P.U.D	06/06/2013	20843	10119006104	Signal Light 101 & NE 11th	39.65
Central Lincoln P.U.D	06/06/2013	20843	10119006104	Lights NE Chambers Ct.	27.12
Central Lincoln P.U.D	06/06/2013	20843	10119006104	Bay Blvd/Port Dock 7 Light	50.53
Central Lincoln P.U.D	05/17/2013	20617	30333206103	PUMP STATION POWER	87.00
Central Lincoln P.U.D	06/13/2013	20914	30333206103	ELECTRICITY PUMP STA	80.97
Central Lincoln P.U.D	06/13/2013	20914	10114006103	% City Hall Electric Bill	142.24
Central Lincoln P.U.D	06/20/2013	20990	30333206103	City shops floodlight	145.12
Central Lincoln P.U.D	06/20/2013	20990	30232106103	City shops	50.53
Central Lincoln P.U.D	06/20/2013	20990	40343106104	225 Ornamental Lights 50	3,226.60
Central Lincoln P.U.D	06/20/2013	20990	40343106104	3 ornamental poles 50%	42.74
Central Lincoln P.U.D	06/27/2013	21085	40242106103	Airport Gate - Airport share	11.41
Central Lincoln P.U.D	06/13/2013	20914	30131106103	% City Hall Electric Bill	199.13
Central Lincoln P.U.D	06/20/2013	20990	10110356103	City shops floodlight	145.10
Central Lincoln P.U.D	06/20/2013	20990	30333206103	City shops	50.54
Central Lincoln P.U.D	06/27/2013	21085	10110706103	even split fix	.29-
Central Lincoln P.U.D	06/13/2013	20914	30131206103	% City Hall Electric Bill	199.13
Central Lincoln P.U.D	06/27/2013	21085	40242106103	even split fix	.29
Central Lincoln P.U.D	06/13/2013	20914	10110256103	% City Hall Electric Bill	56.89
Central Lincoln P.U.D	06/13/2013	20914	10110206103	% City Hall Electric Bill	170.68
Central Lincoln P.U.D	06/13/2013	20914	10110526103	% City Hall Electric Bill	28.45
Central Lincoln P.U.D	06/13/2013	20914	10110306103	% City Hall Electric Bill	85.34
Central Lincoln P.U.D	06/13/2013	20914	10110106103	% City Hall Electric Bill	227.58
Central Lincoln P.U.D	06/13/2013	20914	10110506103	% City Hall Electric Bill	199.13
Central Lincoln P.U.D	06/13/2013	20914	10110706103	% City Hall Electric Bill	1,137.87
Century Link	06/13/2013	20915	10110206204	Phone - CMO	25.13
Century Link	06/13/2013	20915	30333206204	TELEMTRY	40.71
Century Link	06/13/2013	20915	30333206204	TELEMTRY	40.71
Century Link	06/20/2013	20991	40343106204	VAC-911	40.68
Century Link	06/06/2013	20844	40343106204	VAC Alarm	40.71
Century Link	06/06/2013	20844	10110206204	Phone - CMO	789.33
Century Link	06/13/2013	20915	10110306204	Phone - Court	3.92
Century Link	06/06/2013	20844	10110256204	Phone - IT	23.23
Century Link	06/13/2013	20915	10110506204	Phone - Finance	46.43
Century Link	06/06/2013	20844	10110306204	Phone - Court	23.23
Century Link	06/13/2013	20915	10110706204	Phone - Police	55.12
Century Link	06/06/2013	20844	10110506204	Phone - Finance	69.79
Century Link	06/13/2013	20915	10110906204	Phone - Fire	22.09
Century Link	06/06/2013	20844	10110706204	Phone - Police	313.90
Century Link	06/13/2013	20915	10111006204	Phone - Library	9.38
Century Link	06/06/2013	20844	10110906204	Phone - Fire	147.06
Century Link	06/13/2013	20915	10114006204	Phone - Planning	24.99
Century Link	06/06/2013	20844	10111006204	Phone - Library	529.81
Century Link	06/13/2013	20915	30131106204	Phone - PW Admin	.33
Century Link	06/06/2013	20844	10114006204	Phone - Planning	46.45
Century Link	06/13/2013	20915	30131206204	Phone - Engineering	36.01
Century Link	06/06/2013	20844	30131106204	Phone - PW	134.90

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
Century Link	06/13/2013	20915	30232106204	Phone - Streets	3.45
Century Link	06/06/2013	20844	30131206204	Phone - Engineering	69.79
Century Link	06/13/2013	20915	30333106204	Phone - WTP	4.57
Century Link	06/06/2013	20844	30232106204	Phone - Streets	34.84
Century Link	06/13/2013	20915	30333206204	Phone - WA Distribution	12.70
Century Link	06/06/2013	20844	30232206204	Phone - Storm Drain	34.84
Century Link	06/13/2013	20915	30434106204	Phone - WW	22.77
Century Link	06/06/2013	20844	30333106204	Phone - Water Plant	178.04
Century Link	06/13/2013	20915	40141106204	Phone - P & R Admin	18.25
Century Link	06/06/2013	20844	30333206204	Phone - Water Dist.	106.07
Century Link	06/13/2013	20915	40141506204	Phone - Rec Center	1.89
Century Link	06/06/2013	20844	30434106204	Phone - Sewer Plant	302.91
Century Link	06/13/2013	20915	40141306204	Phone - 60+	1.92
Century Link	06/06/2013	20844	40141306204	Phone - Senior Center	106.64
Century Link	06/13/2013	20915	40141406204	Phone - Pool	1.12
Century Link	06/06/2013	20844	40141506204	Phone - Rec Center	321.68
Century Link	06/13/2013	20915	40242106204	Phone -Airport	15.12
Century Link	06/06/2013	20844	40343106204	Phone - VAC	104.63
Century Link	06/13/2013	20915	40343106204	Phone -VAC	40.33
Century Manufacturing Corp	06/20/2013	20992	10110356401	Terrestrial herbicide	99.00
Century Manufacturing Corp	06/20/2013	20992	10110356215	Shipping	32.92
Century West Engineering	06/27/2013	21086	40242106025	Design services, airport	2,500.00
Chamber Comm Corp	06/13/2013	20916	40343106207	DNC- Commercial Ads	4,700.00
Chamber Comm Corp	06/13/2013	20916	40343106207	DNC- Commercial Ads	300.00
Cheek, Rebecca	06/06/2013	20845	40141606026	Pilates Instructor - May 201	162.05
Chugon, Larry	06/27/2013	21087	10102012	Kseniya Ridge Sidewalk	1,650.00
City of Newport	06/13/2013	20917	10101011	cash for Finance 2nd Cash	400.00
City of Newport	06/20/2013	20993	10110106502	Mayors Stamp	27.99
City of Newport	06/20/2013	20993	10110106006	mediation lunch	24.00
City of Newport	06/20/2013	20993	10110106402	office supplies	18.98
City of Newport	06/20/2013	20993	10110506402	office supplies	4.99
City of Newport	06/20/2013	20993	10110506402	office supplies	4.49
City of Newport	06/20/2013	20993	10110506402	lien forms	4.40
City of Newport	06/20/2013	20993	10110506405	canidate lunch- Lisa Scott	14.99
City of Newport	06/20/2013	20993	10110506405	pizza finance	15.45
City of Newport	06/20/2013	20993	10110506215	postage	18.95
City of Newport	06/20/2013	20993	10110256201	IT	15.00
City of Newport	06/20/2013	20993	10110506215	Postage	2.14
City of Newport	06/20/2013	20993	10114006402	copies	6.00
City of Newport	06/20/2013	20993	10119006227	gift cards for x-mas party	120.00
City of Newport	06/20/2013	20993	30131206030	copies-LC surveyors office	1.00
City of Newport	06/20/2013	20993	30131206030	copies-LC surveyors office	1.50
City of Newport	06/20/2013	20993	10110106502	frames for mayor office hou	3.00
City of Newport	06/20/2013	20993	10110256201	mileage Reimbursement - I	19.51
City of Salem	06/20/2013	20994	10110706225	4th quartar pmnt FY-13 - P	95,477.28
City of Salem	06/20/2013	20994	10110906225	4th quartar pmnt FY-13 - Fi	18,544.50
Civil West Engineering Service	06/13/2013	20918	30333506025	Agate Beach Storage Tank	1,290.25
Civil West Engineering Service	06/13/2013	20918	30333506025	South Beach Water and Se	399.00
Civil West Engineering Service	06/13/2013	20918	60161106025	Ash St Improvements	396.25
Civil West Engineering Service	06/13/2013	20918	60161106025	GIS Mapping Phase 1	8,297.93
Civil West Engineering Service	06/13/2013	20918	60161106025	Big Cr Rd slide repair	23,798.54
Civil West Engineering Service	06/13/2013	20918	30333506025	Big Cr Dam Outlet Rehab	1,334.50
Civil West Engineering Service	06/13/2013	20918	30333506025	South Beach SCADA Impr	8,707.78
Civil West Engineering Service	06/13/2013	20918	30333506025	Lakewood Hill PS upgrade	1,592.15
Civil West Engineering Service	06/24/2013	21067	60161106025	Bay/Moore Drainage study	8,212.04
Civil West Engineering Service	06/13/2013	20918	30434506025	South Beach Water and Se	279.30
Civil West Engineering Service	06/13/2013	20918	60161106025	South Beach Water and Se	1,316.70

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Clemons, Julia E.R	06/03/2013	20829	40141606026	power Sculpt Instructor - M	389.90
Coast Telecomm	06/13/2013	20919	10110906114	batteries for pagers	123.75
Coastal Arts Guild	06/06/2013	20846	10110556030	STUFFING WATER/SEWE	160.00
Coastal Arts Guild	06/06/2013	20846	10119006030	tsunami evacuation maps	160.00
Coastal Paper & Supply	06/20/2013	20995	30333106401	paper towels 2 cases AW7	87.00
Columbia Cascade Company	06/20/2013	20997	10110356501	Benches - 2 for Bayfront	1,475.00
Consolidated Supply Co	06/13/2013	20920	30333206523	HYD BONNET GASKETS	162.12
Consolidated Supply Co	06/27/2013	21089	30333206523	HYDRANT EXTENSIONS	1,350.00
Daily Journal of Commerce	06/20/2013	20998	30131206207	RFQ Dam Consultant	110.40
Daily Journal of Commerce	06/27/2013	21090	40242106008	AARF truck ad for bids	207.00
Daily Journal of Commerce	06/27/2013	21090	40242106008	Runway 16-34 rehap ad for	232.30
DAS STATE	06/20/2013	20999	30131206216	Training, Melissa Román:P	125.00
Dell Financial Services	06/06/2013	20848	10110256308	LEASE CONTRACT	4,821.54
Dell Marketing L.P	06/06/2013	20849	10110506303	Workstation	966.55
Dell Marketing L.P	06/27/2013	21091	10110506302	Adobe Acrobat Pro 11	247.21
Dell Marketing L.P	06/27/2013	21091	10110506303	PC for Renee	1,053.06
DEQ	06/27/2013	21092	30434106216	ANNUAL RECERT. RENE	160.00
DEQ	06/24/2013	21068	40242106222	Permit for Runway Project	1,586.00
DEQ Western Region	06/27/2013	21150	40242106222	Increased Fee Schedule-P	43.00
DEQ	06/27/2013	21092	30434106216	Reverse- S/B Pre-paid Exp	160.00-
DEQ	06/27/2013	21092	30401243	2-YR Certification for John	160.00
DEX MEDIA WEST	06/13/2013	20921	10111006207	balance due	2.42
Dish Network	06/20/2013	21000	40242206222	Dish Network for FBO	43.00
Dish Network	06/20/2013	21000	40242206222	Reverse wrong expense co	43.00-
Dish Network	06/20/2013	21000	40242206234	Dish Network for FBO	43.00
DMV Driver & Motor Vehicle Ser	06/27/2013	21093	10110706213	2 suspension packets for Lt	26.00
DSU Peterbilt & GMC	06/20/2013	21001	30232206114	pedal sens.	238.05
Dutton, Richard	06/27/2013	21094	10110256201	Reimburse mileage for JU	18.76
Eldon, Kathryn	06/06/2013	20851	10111006202	travel reimburse to Pacific	53.00
Eldon, Kathryn	06/27/2013	21095	10111006202	travel reimburse to Tillamo	77.21
Eldridge, Sheryl	06/06/2013	20852	10111006216	hotel reimburse for OLA co	277.80
Emerald Springs	06/27/2013	21096	10110506402	drinking water - Finance	15.90
Emerald Springs	06/13/2013	20922	30434106401	WATER	53.25
Emerald Springs	06/13/2013	20922	10110506402	Drinking Water	24.90
Emergency Reporting	06/13/2013	20923	10110906302	CAD link install annual	508.33
Englund Marine Supply	06/13/2013	20924	30434106111	tubing	34.45
Englund Marine Supply	06/13/2013	20924	30434106111	hose clamp	2.53
Englund Marine Supply	06/13/2013	20924	10110906410	brush eng foam sys & brac	80.34
Englund Marine Supply	06/13/2013	20924	30434106113	CHAIN hooks	55.80
Englund Marine Supply	06/13/2013	20924	10110906503	supplies for mounting equi	67.44
Englund Marine Supply	06/13/2013	20924	30333206523	brASS NIPPLES	107.65
Englund Marine Supply	06/27/2013	21097	30232106114	quik connect-hoe pack	564.10
Enviro-Clean Equipment, Inc	06/13/2013	20925	30434206115	repair push cam	267.55
F & W Fence Company, LLC	06/20/2013	21002	40242106113	Security update and 3-gate	1,622.86
F & W Fence Company, LLC	06/27/2013	21098	40242106113	New security gates and ac	464.40
Fastenal Company	06/13/2013	20926	30434106113	nuts,bolts for stock	40.67
Fastenal Company	06/13/2013	20926	30232106430	wipes-shop	21.72
Fastenal Company	06/13/2013	20926	30333206407	GLOVES	9.50
Fastenal Company	06/13/2013	20926	10110906416	ear plugs,tarp	48.32
Fastenal Company	06/20/2013	21003	30333206114	SAFETY PIN	4.97
Fastenal Company	06/20/2013	21003	10110356401	8 14x1 BS SDS3	1.38
Feed Corral	06/20/2013	21004	30434106331	cross bow	46.99
Forrest, Sarah	06/20/2013	21005	40141606216	Reimburse for food handler	10.00
FRANCE, MITCH	06/27/2013	21101	10101243	Detective biannual clothing	200.00
GOULET, RONALD R PLUMBING	06/27/2013	21102	40242106015	Fixed Self Serve tank	872.67
Greater Newport Chamber of Crc	06/13/2013	20927	40343106207	OPERATIONS INCOME R	70.00
Greater Newport Chamber of Crc	06/13/2013	20927	40343106207	OPERATIONS INCOME R	800.00

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Greater Newport Chamber of Crc	06/13/2013	20927	40343106207	OPERATIONS INCOME R	847.96
Greater Newport Chamber of Crc	06/20/2013	21006	40343106207	Awards Banquet 2013	275.00
Groth-Gates Heating & Sheet Me	06/27/2013	21103	10110356113	New roof fan for pool	510.50
Groth-Gates Heating & Sheet Me	06/13/2013	20928	10110356113	Troubleshoot ASU5 City H	164.00
Hach Company	06/20/2013	21008	30333106408	Lab reagents	1,021.64
Halco Welding, Inc	06/13/2013	20929	10110906112	tool shelves for 3201 and 3	219.00
Halco Welding, Inc	06/13/2013	20929	10110906508	reworking two valve handle	30.00
Harvey's Lock & Key service	06/20/2013	21009	10110356410	keys and lock	18.00
Harvey's Lock & Key service	06/27/2013	21104	40141306113	60+ center duplicate keys	125.75
Hawker, Margaret	06/06/2013	20854	10110206203	travel to IIMC Conference -	460.93
Hawker, Margaret	06/06/2013	20854	10110206216	IIMC Conference & Meals -	1,149.73
Hawker, Margaret	06/06/2013	20854	10110206216	OAMR Scholarship for IIM	1,000.00-
HD Supply Waterworks, LTD	06/13/2013	20930	30333206508	BATTERY PCSK	82.00
Henderson Turf and Wear Inc	06/27/2013	21105	10110356401	Gravely mower blade	74.74
Henderson Turf and Wear Inc	06/27/2013	21105	10110356114	Belt for Gravely mower	28.03
Henderson Turf and Wear Inc	06/13/2013	20931	10110356112	Belt for Gravely mower	33.03
Henderson Turf and Wear Inc	06/27/2013	21105	10110356215	Shipping	4.95
Henderson Turf and Wear Inc	06/13/2013	20931	10110356112	reverse wrong expense co	33.03-
Henderson Turf and Wear Inc	06/13/2013	20931	10110356114	Belt for Gravely mower	33.03
Hughes, Liam	06/27/2013	21106	40141606202	trip to Fossil, Salem & Corv	223.44
Hughes, Liam	06/27/2013	21106	40141606202	trip to Fossil, Salem & Corv	108.21
Idea Print Works	06/20/2013	21010	10110206504	Employee apparel order m	882.50
Idea Print Works	06/20/2013	21010	10110206504	Apparel order may 2013 2	104.00
Idea Print Works	06/13/2013	20932	40343106239	Sister City - Bags for Gifts	375.00
Industrial Welding Supply, Inc	06/20/2013	21011	30434206115	zinc spray	14.27
Industrial Welding Supply, Inc	06/20/2013	21011	30232106102	cylinder lease-shop	5.00
Industrial Welding Supply, Inc	06/13/2013	20933	30434206115	Balance on old INV for Ste	1.00
Industrial Welding Supply, Inc	06/13/2013	20933	30232106403	cylinder lease-shop	5.00
Industrial Welding Supply, Inc	06/13/2013	20933	30232106102	cylinder lease-shop	5.00
Industrial Welding Supply, Inc	06/13/2013	20933	30333206508	PRY BAR	28.31
Industrial Welding Supply, Inc	06/13/2013	20933	30333206508	6- PRY BARS	169.86
Industrial Welding Supply, Inc	06/13/2013	20933	30333206508	PRY BAR	113.24
Industrial Welding Supply, Inc	06/13/2013	20933	30232106501	credit for double Paid INV	27.45-
Integra Telecommunications	06/20/2013	21012	30434106204	Directory Listing	.31
J.C. Market	06/13/2013	20934	10110706405	3 dozen cookies for 5/23/1	11.97
J.C. Market	06/13/2013	20934	30131106405	Safety meeting snacks	12.53
J.C. Market	06/27/2013	21107	10110706207	4 veggie, wraps platters for	189.96
Jackson, Thomas R.	06/06/2013	20855	10110906503	Thermometers and ear sca	58.98
John Deere Financial	06/20/2013	21013	30434106114	V-belt for Mower	51.00
John Deere Financial	06/20/2013	21013	30232106114	o-rings	9.02
Johns, Stacy	06/06/2013	20856	10111006202	reimburse travel to ILL conf	113.00
Johnson, Herbert	06/20/2013	21014	10110906203	Reimburse Travel for traini	239.14
KFIR Radio	06/20/2013	21015	40343106207	DN Ad on Radio	200.00
KPPT-AM/KPPT FM	06/20/2013	21016	40141506207	RADIO ADS - HOME & GA	300.00
KPPT-AM/KPPT FM	06/20/2013	21016	40141506207	BOSS RADIO - ADS MAY	200.00
KSHL Radio	06/20/2013	21017	40141606042	Ads for APRIL	150.00
KSHL Radio	06/20/2013	21017	40141506207	H&G SHOW RADIO ADS	400.00
KSHL Radio	06/20/2013	21017	40141606042	Ads for May	150.00
L.N. Curtis & Sons	06/13/2013	20935	10110906508	adj combo wrench 2 ea.	50.11
L.N. Curtis & Sons	06/06/2013	20857	10110906508	spanner wrench	67.56
Laskey-Clifton Corp	06/27/2013	21108	60161107024	payment No. 7- April-May 2	55,535.18
Laskey-Clifton Corp	06/27/2013	21108	30333507024	payment No. 7- April-May 2	16,828.84
Laskey-Clifton Corp	06/27/2013	21108	30434507024	payment No. 7- April-May 2	11,780.19
Laufenberg, Karel	06/20/2013	21019	10111006510	books in Spanish for adult	393.27
Lazerquick	06/20/2013	21020	10110506208	10 copies Approved Budge	325.30
Lazerquick	06/20/2013	21020	10110506502	2 self inking stamps	45.40
LEAF	06/20/2013	21021	40242106209	Airport Copier Lease	119.48

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
League of Oregon Cities	06/20/2013	21022	10114006216	Urban Renewal Seminar	150.00
League of Oregon Cities	06/27/2013	21109	10110106008	Web ad for City Manager	20.00
LGPI	06/27/2013	21110	10101243	LGPI Membership Dues 20	1,341.00
Lilly, Dennis	06/20/2013	21023	30434106115	purchased grout for head w	24.98
Lincoln Co Solid Waste Consort	06/06/2013	20858	40646106217	Order Dated 06/03/2013	5,139.92
Lincoln Community Health Centers	06/13/2013	20936	30434206032	Shots for Andrew S.	67.50
Lincoln Community Health Centers	06/13/2013	20936	30434206032	Shots for Dennis L.	115.58
Lincoln Community Health Centers	06/13/2013	20936	30434206032	Shots for Dennis L.	67.50
Lincoln County Clerk	06/13/2013	20937	10119006240	Recording Fees - May 201	68.00
Lincoln County Clerk	06/20/2013	21024	10114006208	copies April- June 2013	13.25
Lincoln County Clerk	06/20/2013	21024	30131206208	copies April- June 2013	3.75
Lincoln County Planning and Development	06/20/2013	21025	10114006222	County Fee for UGB Amen	2,400.00
Lincoln County Public Works	06/13/2013	20938	10110706403	Gasoline, car washes, vac	5,156.05
Lincoln County Public Works	06/13/2013	20938	10110906403	Fuel for fire vehicles	1,649.44
Lincoln County Public Works	06/13/2013	20938	10110356403	Fuel 2007 Ram PU	332.90
Lincoln County Public Works	06/13/2013	20938	10110356403	Fuel, 2003 RAM VAn	168.40
Lincoln County Public Works	06/13/2013	20938	30131206403	Fuel 2008 Ford Escape	76.23
Lincoln County Public Works	06/13/2013	20938	30333206403	VECHICLE FUEL	1,088.34
Lincoln County Public Works	06/20/2013	21026	10114006403	Fuel 2013 Fusion	5.54
Lincoln County Public Works	06/20/2013	21026	30232206403	Fuel-storm	2,552.27
Lincoln County Public Works	06/20/2013	21026	30333106403	Monthly vehicle fuel invoice	222.79
Lincoln County Public Works	06/20/2013	21026	30434206403	Fuel bill for may 2013	1,130.41
Lincoln County Public Works	06/20/2013	21026	40242106403	Airport Diesel	866.33
Lincoln County Public Works	06/13/2013	20938	10110356403	Fuel 2009 Ram PU	105.56
Lincoln County Public Works	06/13/2013	20938	30131206403	Fuel 2008 Chev Colorado	54.85
Lincoln County Public Works	06/20/2013	21026	40444106403	Fuel 2010 Escape	92.35
Lincoln County Public Works	06/13/2013	20938	10110356403	Fuel 2008 Ram PU	256.01
Lincoln County Public Works	06/13/2013	20938	30131206403	Fuel 1994 Ford F250	40.37
Lincoln County Public Works	06/20/2013	21026	10114006112	Drive thru car wash	1.00
Lincoln County Public Works	06/13/2013	20938	10110356403	Fuel 1993 Ford F250	234.77
Lincoln County Public Works	06/13/2013	20938	10110356403	Fuel 1998 K3500 PU	301.52
Lincoln County Public Works	06/13/2013	20938	10110356403	Fuel Aux	78.14
Lincoln Equipment, Inc	06/13/2013	20939	40141406114	Chemtrol ph and orp probe	583.93
Linn-Benton Community College	06/06/2013	20859	10110906219	Pumper operator training fo	175.00
Lyle Signs, Inc.	06/13/2013	20941	30232106520	Balance on inv. 1000015	160.00
M & K Bark & Flowers by Moo	06/20/2013	21027	30232106401	garden soil-nw 3rd	145.00
M & K Bark & Flowers by Moo	06/20/2013	21027	10110356501	1/2 yd garden mulch	14.50
M & K Bark & Flowers by Moo	06/13/2013	20942	30232106401	garden compost	580.00
Malone, Sean T.	06/05/2013	20830	10114004325	Refund Fees Paid for Appe	792.00
MEDIAmerica	06/20/2013	21028	40343106207	dnc- brochure locations	950.00
			30434106408	rubber gloves	599.70
			30434106408	rubber gloves	599.70-
Microflex Corporation	06/20/2013	21029	30434106408	Pay old invoice mistakenly	599.70
Midwest Tape	06/13/2013	20943	10111006515	books on CD	116.97
Midwest Tape	06/27/2013	21112	10111006515	new DVDs for grownups	52.98
Midwest Tape	06/27/2013	21112	10111006515	new DVDs for grownups	26.99
Midwest Tape	06/06/2013	20860	10111006515	books on CD	194.94
Midwest Tape	06/06/2013	20860	10111006515	books on CD	396.37
Connard, Christie	06/27/2013	21088	10114004113	Refund VRD Fees Paid by	250.00
Misc. Refunds & Reimbursements	06/27/2013	21113	10114004113	Refund VRD Fees Paid by	125.00
Misc. Refunds & Reimbursements	06/27/2013	21113	10114004113	Refund VRD Fees Paid by	125.00
Dolphin Realty	06/27/2013	21148	10114004113	Refund VRD Fees Paid by	125.00
Richen, Sylvia	06/27/2013	21149	10114004113	Refund VRD Fees Paid by	125.00
			10114004113	Refund VRD Fees Paid by	125.00-
			10114004113	Refund VRD Fees Paid by	125.00-
Morrow, Greg	06/27/2013	21114	10102012	Kseniya Ridge Sidewalk R	1,275.00
MPH INDUSTRIES, INC	06/27/2013	21115	10110706503	Three radar remote battery	32.37

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
National Assn of Town Watch	06/06/2013	20861	10110706213	2014 membership renewal	35.00
NCL of Wisconsin, Inc	06/20/2013	21032	30434106408	fecal broth+filters	362.10
Newman, Jason	06/13/2013	20944	10110304409	Refund on citation paid in f	120.00
NEWPORT AUTO PARTS, INC	06/27/2013	21116	10110906503	molding for compartment tr	12.57
NEWPORT AUTO PARTS, INC	06/27/2013	21116	30434106112	filter	54.57
NEWPORT AUTO PARTS, INC	06/20/2013	21033	30434106403	filter	18.40
NEWPORT AUTO PARTS, INC	06/20/2013	21033	30434106403	starting fluid	8.53
NEWPORT AUTO PARTS, INC	06/13/2013	20945	10110906401	degreaser, car wash, body	35.07
NEWPORT AUTO PARTS, INC	06/13/2013	20945	10110906112	wiper blades for 3161	17.98
NEWPORT AUTO PARTS, INC	06/20/2013	21033	30434106403	Reverse wrong expense co	18.40-
NEWPORT AUTO PARTS, INC	06/20/2013	21033	30434106112	Filter	18.40
Newport Diesel & Marine Co Inc	06/20/2013	21034	40242106114	Main field generator major	1,946.74
Newport Electronics	06/27/2013	21117	10110906530	remote	13.48
Newport Public Library	06/13/2013	20946	10111006215	mail ILLs	18.52
Newport Public Library	06/27/2013	21118	10111006215	mail ILLs	10.46
Newport Public Library	06/27/2013	21118	10111006215	mail ILLs	2.83
Newport Public Library	06/06/2013	20862	10111006215	mail ILLs	4.81
Newport Public Library	06/06/2013	20862	10111006215	mail ILLs	29.46
Newport Public Library	06/13/2013	20946	10111006112	clean library van	25.00
Newport Public Library	06/27/2013	21118	10111006405	milk	3.79
Newport Public Library	06/27/2013	21118	10111006405	milk & coffee	16.49
Newport Public Library	06/06/2013	20862	10111006402	supplies for display	3.00
Newport Public Library	06/06/2013	20862	10111006213	Chamber lunch	12.00
Newport Public Library	06/13/2013	20946	10111006405	milk	1.59
Newport Public Library	06/27/2013	21118	10111006402	kleenex	8.98
Newport Public Library	06/27/2013	21118	10111006403	wash Library van	8.50
Newport Public Library	06/06/2013	20862	10111006512	supplies for adult program	5.58
Newport Public Library	06/06/2013	20862	10111006405	food & coffee	22.94
Newport Public Library	06/27/2013	21118	10111006512	adult program popcorn	9.56
Newport Public Library	06/06/2013	20862	10111006405	milk	9.07
Newport Public Library	06/06/2013	20862	10111006513	childrens program supplies	16.74
Newport Public Library	06/27/2013	21118	10111006213	chamber lunch	12.00
Newport Public Library	06/06/2013	20862	10111006402	supplies for display	10.47
Newport Rental Service, Inc	06/20/2013	21035	40242106102	Riding Mower	165.00
Newport Rental Service, Inc	06/20/2013	21035	40242106102	power pruner 12'	55.00
Newport Rental Service, Inc	06/20/2013	21035	40242106102	chain saw	99.00
Newport Rental Service, Inc	06/20/2013	21035	30232106403	Propane-thermal	15.68
Newport Rental Service, Inc	06/20/2013	21035	10110356501	Stump grinder	96.80
Newport Rental Service, Inc	06/13/2013	20947	30333206108	Propane streets	42.84
Newport Rental Service, Inc	06/13/2013	20947	30333206108	Propane streets	51.84
Newport Rental Service, Inc	06/13/2013	20947	30232106430	Propane thermal	15.40
Newport Rental Service, Inc	06/27/2013	21119	40242106102	Mower for airport	344.50
Newport Rental Service, Inc	06/27/2013	21119	30333206102	FORKLIFT RENTAL	247.50
Newport Rental Service, Inc	06/06/2013	20863	30333206108	Propane for forklift WTP	13.40
Newport Rental Service, Inc	06/06/2013	20863	40242106102	Chain saw rental	99.00
Newport Rental Service, Inc	06/06/2013	20863	40242106102	Chain saw rental	221.85
Newport Rental Service, Inc	06/13/2013	20947	30333206108	reverse wrong cost center	42.84-
Newport Rental Service, Inc	06/13/2013	20947	30333206108	reverse wrong cost center/f	51.84-
Newport Rental Service, Inc	06/13/2013	20947	30232106108	Propane streets	42.84
Newport Rental Service, Inc	06/13/2013	20947	30232106108	Propane streets	51.84
News-Times	06/27/2013	21120	10110106008	Public hearing Ads-Local c	29.70
News-Times	06/27/2013	21120	40242106008	Invitation to bid-49-17- Airp	111.44
News-Times	06/27/2013	21120	10114006207	land use hearing notice	52.80
News-Times	06/27/2013	21120	30333506207	Ad for RFQ Dam Consulta	61.71
News-Times	06/27/2013	21120	10110106008	Contribution to The "Gradu	30.00
News-Times	06/27/2013	21120	40343106207	Printing of Brochures 140,0	22,000.00
News-Times	06/27/2013	21120	60161106207	Ad for RFQ Dam Consulta	10.89

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
Northgate Storage	06/13/2013	20948	10101243	Annual storage unit 514 for	800.00
Northwest Management	06/20/2013	21036	10119006030	CEC prep and Meeting	738.75
Northwest Insurance Group, Inc	06/06/2013	20864	40242106601	Airport Liability Insurance 7	9,497.00
Northwest Insurance Group, Inc	06/06/2013	20864	40242106601	Reverse-Pre-paid Expense	9,497.00-
Northwest Insurance Group, Inc	06/06/2013	20864	40201243	Airport Liability Insurance 7	9,497.00
NuStep, Inc.	06/20/2013	21037	40141507008	NuStep Machine w/ Bundle	7,335.00
NW Natural	06/06/2013	20865	10111006109	gas heat for Library	178.33
NW Natural	06/27/2013	21121	40343106109	Gas for VAC	13.35
NW Natural	06/27/2013	21121	10111006109	gas heat for the Library	25.47
NW Natural	06/27/2013	21121	30333206109	PARTS SHOP GAS	27.51
NW Natural	06/27/2013	21121	30333106109	WTP Gas Bill	336.43
NW Natural	06/27/2013	21121	10110356109	PARKS SHOP GAS	27.51
OAWU	06/20/2013	21038	30333206216	SCHOOL for JASON RUS	260.00
OAWU	06/20/2013	21038	30333206216	SCHOOL for JASON MAX	260.00
OAWU	06/20/2013	21038	30333206216	Reverse - s/b pre-paid exp	260.00-
OAWU	06/20/2013	21038	30333206216	Reverse - s/b pre-paid exp	260.00-
OAWU	06/20/2013	21038	30301243	School for Jason R. D-088	260.00
OAWU	06/20/2013	21038	30301243	School For Jason M, D-086	260.00
OBOA	06/27/2013	21122	40401243	Annual Bldg Official Conf/T	250.00
Ocean Tire Factory	06/06/2013	20866	10110706112	#32 two tires	551.30
Ocean Tire Factory	06/06/2013	20866	10110706418	#92 K9 vehicle four tires, L	841.75
Ocean Tire Factory	06/06/2013	20866	10110706112	#88 brake light bulbs	24.30
Ocean Tire Factory	06/06/2013	20866	10110706418	#92 K9 vehicle front suspe	859.15
Ocean Tire Factory	06/06/2013	20866	10110706112	#76 battery, glow plug rela	444.95
Ocean Tire Factory	06/06/2013	20866	10110706112	LINT 08 LOF	40.95
Ocean Tire Factory	06/20/2013	21039	10110706112	#15 LOF	40.95
Ocean Tire Factory	06/13/2013	20949	10110706112	#84 heater door motor ass	399.10
Ocean Tire Factory	06/13/2013	20949	10110706112	#88 alternator	687.05
Ocean Tire Factory	06/13/2013	20949	10110706112	#72 LOF, air filter	53.90
Ocean Tire Factory	06/13/2013	20949	10110706112	#93 LOF, 4 tires	769.15
OCZMA	06/27/2013	21123	10110106216	BOX LUNCHES - DAVE A	18.00
One Call Concepts, Inc	06/20/2013	21040	30333206231	FAX LINE FOR LOCATE T	85.52
Oregon Accreditation Alliance	06/06/2013	20867	10110706503	62 car decals and pins	234.20
Oregon Accreditation Alliance	06/27/2013	21124	10110706503	40 ehicle decals; 40 vehicl	478.00
Oregon Coast Aquarium	06/06/2013	20868	40343106242	Grant Agreement Final Pay	25,000.00
OREGON COAST TODAY	06/20/2013	21041	40343106207	Full Page Ad May 3	280.00
OREGON COAST TODAY	06/20/2013	21041	40343106207	Full Page Ad May 10	280.00
OREGON COAST TODAY	06/20/2013	21041	40343106207	Full Page Ad May 17	280.00
OREGON COAST TODAY	06/20/2013	21041	40343106207	Full Page Ad May 24	280.00
OREGON COAST TODAY	06/20/2013	21041	40343106207	Full Page Ad May 31	280.00
Oregon Department of Revenue	06/06/2013	20897	10102744	Kraig Mitchell	306.33
OREGON DEPARTMENT OF STATE LANDS	06/27/2013	21069	30333506222	Payment in Lieu App #531	148.00
Oregon Department of Transport	06/13/2013	20950	10119006104	50% SIGNAL LIGHT Hwy	17.84
Oregon Department of Transport	06/13/2013	20950	10119006104	50% SIGNAL LIGHT Hwy	31.87
Oregon Department of Transport	06/27/2013	21125	60161106025	Prelim engineering costs,	7,034.95
Oregon State University	06/27/2013	21126	10119006030	Ocean Bioaccumulation Su	1,588.56
Orsborn Power Saw Co	06/27/2013	21127	30232106508	blower	424.95
Orsborn Power Saw Co	06/27/2013	21127	30232106430	blades-heads	103.96
Orsborn Power Saw Co	06/27/2013	21127	30232106430	spark plugs	25.00
Orsborn Power Saw Co	06/27/2013	21127	30232106430	Correct Invoice Amount	.10-
Pacific Coast Plumbing, Inc	06/20/2013	21042	10110356113	Repair water heater at city	1,166.95
Pacific Office Automation	06/27/2013	21128	10111006402	metered copies for public c	100.87
Pacific Office Automation	06/06/2013	20870	10111006305	public photocopier at Librar	103.75
Pacific Tire & Brake	06/20/2013	21043	30434206503	Tires,balance for tundra	48.00
Pauly, Rogers & Co., P.C.	06/20/2013	21044	10110106003	JUNE 30 2013 AUDIT/stat	12,810.00
Peak Internet	06/06/2013	20872	40242106122	Airport DSL internet	63.94
Peak Internet	06/20/2013	21045	40242206234	Airport DSL internet	63.94

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
Peak Internet	06/20/2013	21045	40242206234	Reverse wrong expense co	63.94-
Peak Internet	06/20/2013	21045	40242206206	Airport DSL internet	63.94
Pioneer Telephone Cooperative	06/13/2013	20951	30434106204	ph bill south shore ps	29.40
Pioneer Telephone Cooperative	06/13/2013	20951	30434106204	26th st. p.s. phone bill	29.40
Pioneer Telephone Cooperative	06/13/2013	20951	30434106204	ph bill 32nd st ps	37.97
Pioneer Telephone Cooperative	06/13/2013	20951	30434106204	ph bill wwtp	126.39
Pioneer Telephone Cooperative	06/13/2013	20951	40242206204	Airport long distance at 12	223.66
Pioneer Telephone Cooperative	06/13/2013	20951	40242206204	Airport long distance at 12	58.80
Pioneer Telephone Cooperative	06/06/2013	20873	10110906204	Fire Substation phone bill	123.91
Platt Electric Supply	06/27/2013	21129	10110356401	Battery box	10.08
Platt Electric Supply	06/27/2013	21129	30232106113	shop lights	109.95
Platt Electric Supply	06/27/2013	21129	30232106113	shop lights	9.71
Platt Electric Supply	06/27/2013	21129	30232106113	shop lights	35.08
Platt Electric Supply	06/27/2013	21129	30434106115	Bank paid check # 20578 f	2.00-
Platt Electric Supply	06/13/2013	20952	10110356113	light tubes	125.10
Platt Electric Supply	06/13/2013	20952	10110356113	light tubes	48.00
Platt Electric Supply	06/13/2013	20952	10110356401	lights	5.94
Point Monitor Corp.	06/06/2013	20874	40141506305	repair gym motion detector	402.50
Polydyne, Inc	06/13/2013	20953	30434106408	polymer	5,428.00
Power Ford Lincoln Mercury	06/06/2013	20875	40141506013	crown vic parts	53.20
Power Ford Lincoln Mercury	06/06/2013	20875	40141506013	reverse-Wrong Cost Cente	53.20-
Power Ford Lincoln Mercury	06/06/2013	20875	40141506503	crown vic parts	90.38
Precision Approach Engineering	06/05/2013	20831	40242106025	Runway 2 W apron signag	4,951.82
Precision Approach Engineering	06/05/2013	20831	40242106025	Runway 16-34 Rehab Pre	2,474.60
Precision Approach Engineering	06/05/2013	20831	40242106025	Runway 16-34 Rehab Pre	204,286.84
Premier Title of Oregon LLC	06/20/2013	21046	30131206017	Title charges	50.00
Premier Title of Oregon LLC	06/20/2013	21046	30131206017	Title charges	200.00
ProBuild Newport #609	06/13/2013	20954	30232106403	4x8-shop	66.36
ProBuild Newport #609	06/13/2013	20954	30232106430	brackets-shop	39.95
ProBuild Newport #609	06/13/2013	20954	30333206419	PAINT	13.45
ProBuild Newport #609	06/13/2013	20954	10110906410	sprinkler drill parts	16.51
ProBuild Newport #609	06/13/2013	20954	10110706112	#84 two ignition keys	2.98
ProBuild Newport #609	06/13/2013	20954	10110906112	bolts and repair material for	11.50
ProBuild Newport #609	06/20/2013	21047	30232106501	PRE MIX CONCRETE	51.06
ProBuild Newport #609	06/20/2013	21047	40141606401	TOILET REPAIR KIT, SWI	19.68
ProBuild Newport #609	06/27/2013	21130	10110906503	center tray for 0126	3.61
ProBuild Newport #609	06/27/2013	21130	30333206508	BOLT CUTTER	16.99
ProBuild Newport #609	06/13/2013	20954	30232106403	reverse wrong expense co	66.36-
ProBuild Newport #609	06/20/2013	21047	30232206501	PRE MIX CONCRETE	51.06
ProBuild Newport #609	06/13/2013	20954	30232106430	4x8-shop	66.36
ProBuild Newport #609	06/20/2013	21047	30333206501	PRE MIX CONCRETE	102.12
ProBuild Newport #609	06/20/2013	21047	30232106501	Reverse wrong expense co	51.06-
ProBuild Newport #609	06/20/2013	21047	30232206501	Reverse wrong expense co	51.06-
ProBuild Newport #609	06/20/2013	21047	30333206501	Reverse wrong expense co	102.12-
ProBuild Newport #609	06/20/2013	21047	30333206525	Pre Mix Concrete	102.12
ProBuild Newport #609	06/20/2013	21047	30232106525	Pre Mix Concrete	51.06
ProBuild Newport #609	06/20/2013	21047	30232206525	Pre Mix Concrete	51.06
Pro-Pest Solutions	06/06/2013	20876	10119006240	Rodent Service for City Hal	1,100.00
Quill.com	06/13/2013	20955	30131206402	Mechanical pencils, batts,	45.94
Rackowski, Shannon	06/20/2013	21048	40141506213	REIMBURSE FOR MAY Z	30.00
Miller, Darlene	06/20/2013	21030	40141504302	reservation Change-Big cre	23.00
Canfield, Doug	06/06/2013	20841	40141604305	Cancelled Track & Field Pa	45.00
Recreation Refunds	06/06/2013	20877	40141504302	Cancelled Rec Center Pas	29.00
Matthews, Rachael	06/06/2013	20896	40141504302	Cancelled Rec Center Pas	29.00
			40141504302	Cancelled Rec Center Pas	29.00-
Ridley, Lia	06/06/2013	20878	40141606026	belly dance instructor May2	14.00
Ridley, Steven	06/06/2013	20879	40141606026	Qigong instructor May 201	14.00

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
Road & Driveway Company, Inc	06/27/2013	21131	30232106522	asphalt-3rd	280.80
SAMARITAN HEALTH SERVICES	06/27/2013	21132	10119006227	Health Fair Lab Work	414.00
Samaritan Occupational Med	06/20/2013	21050	30434206231	cdl phy for greg evans	65.00
Samaritan Occupational Med	06/20/2013	21050	30434206231	Reverse wrong expense co	65.00-
Samaritan Occupational Med	06/20/2013	21050	30434206032	CDL Physical for Greg E.	65.00
Santiam Escrow, Inc	06/06/2013	20880	10110907002	INTEREST	1,054.61
Santiam Escrow, Inc	06/06/2013	20880	10110907002	PRINCIPLE	1,001.44
Santiam Escrow, Inc	06/06/2013	20880	10110906228	SERVICE CHARGE	6.00
Satcom Global FZE	06/27/2013	21133	10110706204	Satellite phone 05/01/2013	36.15
SCHEMBRI, LAURIE	06/06/2013	20881	40141606026	Gymnastic Instructor - May	989.80
Seal Rock Water District	06/06/2013	20882	40242106411	PURCHASE WATER AIRP	620.61
Seal Rock Water District	06/27/2013	21134	40242106411	PURCHASE WATER AIRP	555.01
Sherwin-Williams	06/27/2013	21135	30232106419	paint	28.19
Sherwin-Williams	06/20/2013	21051	10110356401	PAINT	13.47
Sherwin-Williams	06/20/2013	21051	10110356401	Reverse wrong expense co	13.47-
Sherwin-Williams	06/20/2013	21051	10110356419	Paint	13.47
Shipping Solutions	06/20/2013	21052	10110706215	Return found property to M	14.38
Shipping Solutions	06/20/2013	21052	30434206115	SHIPPING costs	29.92
Solomonson, Mary	06/06/2013	20883	40141606026	Dance aerobic instructor M	93.75
Specialty Analytical	06/20/2013	21053	40242106027	Water sampling kits	362.00
SPEER HOYT LLC	06/13/2013	20959	10110206004	Legal Services for May 201	2,290.50
SPEER HOYT LLC	06/13/2013	20959	40242106004	Legal Services for May 201	1,750.00
SPEER HOYT LLC	06/13/2013	20959	10114006004	Legal Services for May 201	1,680.00
SPEER HOYT LLC	06/13/2013	20959	10110206004	Legal Services for May 201	1,079.00
SPEER HOYT LLC	06/13/2013	20959	10110706004	Legal Services for May 201	297.50
SPEER HOYT LLC	06/13/2013	20959	30131106004	Legal Services for May 201	976.00
Staples	06/20/2013	21054	10110906503	-4344- clipboards for 3201	4.79
Staples	06/20/2013	21054	30434106402	-7369- copy paper	75.98
Staples	06/27/2013	21136	10110706402	7310 Traffic Warning citatio	284.99
Staples	06/27/2013	21136	10110706208	7310 color flyers for Cham	272.00
Staples	06/06/2013	20884	10110906402	-4344- labelmaker tape 2-p	39.99
Staples	06/06/2013	20884	10110906402	-4344- HP 95 color	57.99
Staples	06/06/2013	20884	10110906402	-4344- hanging file folers	39.48
Staples Advantage	06/06/2013	20885	10110706402	4850 two boxes Dymo labe	30.92
Staples Advantage	06/27/2013	21137	10110706502	Desk caddies; cable ties; bl	199.01
Staples Advantage	06/27/2013	21137	10110706502	6 900JLE surge protectors	78.90
Staples Advantage	06/27/2013	21137	10110706402	2-hole punch; HP 505A bla	80.17
State of Oregon	06/20/2013	21055	30131106213	Notary Public fee, Robert F	40.00
Statewide Environmental Svcs	06/27/2013	21138	40242106027	DEQ 1200Z sampling	215.00
Stitchin Post, The	06/13/2013	20960	10110706219	Uniform alterations for Volu	17.00
T&L Septic & Chemical Toilet	06/27/2013	21140	40242206107	Airport Toilet Service	162.00
T&L Septic & Chemical Toilet	06/06/2013	20886	40242206107	Airport Toilet Service	162.00
TCB SECURITY SERVICES, INC.	06/06/2013	20887	10110706030	Seven hour Police Officer	175.00
TCB SECURITY SERVICES, INC.	06/06/2013	20887	10110706030	1 hour Police Officer Hold	25.00
TCB SECURITY SERVICES, INC.	06/06/2013	20887	10110706218	City parking enforcement s	3,750.00
TCB SECURITY SERVICES, INC.	06/06/2013	20887	10110706030	8.5 hour POH at SPCH 5/2	212.50
Technical Imaging Systems, Inc	06/06/2013	20888	10114006007	land use records scan	3,904.16
Technical Imaging Systems, Inc	06/13/2013	20961	10114006007	land use records scan	1,805.11
Technical Imaging Systems, Inc	06/06/2013	20888	40444106007	building records scans	927.22
Technical Imaging Systems, Inc	06/06/2013	20888	10110206030	Scanning of deeds, easem	1,290.13
Thompson's Sanitary Serv., Inc	06/27/2013	21142	40141306106	60+ Garbage service May	115.25
Thompson's Sanitary Serv., Inc	06/20/2013	21056	30232106106	Shops service	216.74
Thompson's Sanitary Serv., Inc	06/20/2013	21056	40141506106	GARBAGE SERVICE - RE	325.10
Thompson's Sanitary Serv., Inc	06/20/2013	21056	30333106106	Garbage service wtp	115.25
Thompson's Sanitary Serv., Inc	06/20/2013	21056	30434106107	grit	162.55
Thompson's Sanitary Serv., Inc	06/20/2013	21056	40242106106	Airport Grabage	284.90
Thompson's Sanitary Serv., Inc	06/13/2013	20962	10110506106	Shred Cart	36.30

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
Thompson's Sanitary Serv., Inc	06/13/2013	20962	10110906106	fire dept. 245 NW 10th	115.25
Thompson's Sanitary Serv., Inc	06/13/2013	20962	10111006106	Library trash	115.25
Thompson's Sanitary Serv., Inc	06/13/2013	20962	40343106106	May Garbage service-VAC	115.05
Thompson's Sanitary Serv., Inc	06/13/2013	20962	10110356106	Betty Wheeler Ballpark	115.25
Thompson's Sanitary Serv., Inc	06/27/2013	21142	40141306106	60+ Garbage service Jan 2	116.98
Thompson's Sanitary Serv., Inc	06/20/2013	21056	30333206106	Shops service	216.74
Thompson's Sanitary Serv., Inc	06/13/2013	20962	10119006106	City Hall Garbage %	48.41
Thompson's Sanitary Serv., Inc	06/20/2013	21056	10110356106	Shops service	216.72
Thompson's Sanitary Serv., Inc	06/13/2013	20962	10114006106	City Hall Garbage %	17.29
Thompson's Sanitary Serv., Inc	06/13/2013	20962	30131106106	City Hall Garbage %	24.20
Thompson's Sanitary Serv., Inc	06/13/2013	20962	30131206106	City Hall Garbage %	24.20
Thompson's Sanitary Serv., Inc	06/13/2013	20962	10110256106	City Hall Garbage %	6.92
Thompson's Sanitary Serv., Inc	06/13/2013	20962	10110206106	City Hall Garbage %	20.75
Thompson's Sanitary Serv., Inc	06/13/2013	20962	10110526106	City Hall Garbage %	3.46
Thompson's Sanitary Serv., Inc	06/13/2013	20962	10110306106	City Hall Garbage %	10.37
Thompson's Sanitary Serv., Inc	06/13/2013	20962	10110106106	City Hall Garbage %	27.66
Thompson's Sanitary Serv., Inc	06/13/2013	20962	10110506106	City Hall Garbage %	24.20
Thompson's Sanitary Serv., Inc	06/13/2013	20962	10110706106	City Hall Garbage %	138.29
Thompson's Transfer & Disposal	06/27/2013	21143	30333206113	WOOD WASTE SHOP	70.20
Thompson's Transfer & Disposal	06/27/2013	21143	30333206113	WOOD WASTE SHOP	53.10
Thompson's Transfer & Disposal	06/27/2013	21143	30434106107	grit	249.30
Thompson's Transfer & Disposal	06/13/2013	20963	60161106107	dump fee, trlr that was on	63.00
TLO LLC	06/06/2013	20889	10110706213	Searches 05/01/2013 to 05	22.00
TMG Services	06/20/2013	21057	30333106114	Metering pump tubing elem	517.25
Toby Murry Motors	06/13/2013	20964	30434206403	oil change tundra	36.95
Toledo Feed & Seed, Inc	06/13/2013	20965	30434106113	weed spray	89.99
Toyota Lift Northwest	06/27/2013	21144	30232106114	Balance on invoice after R	55.57
Toyota Lift Northwest	06/27/2013	21144	30232106114	credit for overpayment inv.	15.43
True-Cut Engraving, LLC	06/06/2013	20890	10110206502	Engraving of Name Plates	60.00
Uline	06/13/2013	20966	10110356113	Furniture slides	57.29
Uline	06/13/2013	20966	30333206113	MOLDED PALLETS	446.91
United Grocers	06/27/2013	21145	10110906414	coff filters, water, soap- ge	88.60
United Grocers	06/06/2013	20891	10110906414	paper, towel	59.63
United Grocers	06/13/2013	20967	30434106111	supplies	108.86
United Grocers	06/13/2013	20967	30434106408	bleach,soap	227.86
United Grocers	06/13/2013	20967	10110906414	Station supplies	115.82
US Crane & Hoist, Inc.	06/13/2013	20968	30434106114	crane insp and repair	1,338.75
USDA	06/20/2013	21058	40242106216	WILDLIFE TRAINING	1,336.69
Walls, Rose	06/13/2013	20972	30301114	REFUND- Walls	76.31
Roeser, Donna	06/13/2013	20957	30301114	REFUND - Roeser	61.99
Scott, Katey	06/13/2013	20958	30301114	REFUND - Scott	73.10
Loiselle, Rebecca	06/13/2013	20940	30301114	REFUND- Loiselle	5.58
Reynolds, Stacie	06/13/2013	20956	30301114	REFUND - Reynolds	125.24
Yaquina Bay Property Mgmt	06/20/2013	21066	30301114	REFUND - YBPM	41.83
Yaquina Bay Property Mgmt	06/20/2013	21066	30301114	REFUND - YBPM	32.28
Ruffin, Chloe'	06/20/2013	21049	30301114	REFUND - Ruffin	103.81
Guenot, Roxanne	06/20/2013	21007	30301114	REFUND - Guenot	67.00
Larkin, Melodie & Stephen	06/20/2013	21018	30301114	REFUND - Larkin	21.19
Woods, Chad	06/20/2013	21063	30301114	REFUND - Woods	76.87
Colgin, Amy	06/20/2013	20996	30301114	REFUND - Colgin	101.75
Morishita, Megumi	06/20/2013	21031	30301114	REFUND - Morshita	21.39
Ferguson, Aaron & Paula	06/27/2013	21099	30301114	REFUND - Ferguson	36.00
McBride, Corie	06/27/2013	21111	30301114	REFUND - McBride	106.10
Becker, David	06/27/2013	21080	30301114	REFUND - Becker	28.95
Strahm, Stephen & Karen	06/27/2013	21139	30301114	REFUND - Strahm	1.53
Tate, Sarah	06/27/2013	21141	30301114	REFUND - Tate	90.40
Fox, Tonya	06/27/2013	21100	30301114	REFUND - Fox	79.61

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
Was, Sharon	06/06/2013	20893	30301114	REFUND- Was	80.75
Curtis, Charles	06/06/2013	20847	30301114	REFUND- Curtis	70.61
Dodson, Josh	06/06/2013	20850	30301114	REFUND- Dodson	55.85
Hall, Abbey	06/06/2013	20853	30301114	REFUND- Hall	51.55
Oregon Coast Event Rental LLC	06/06/2013	20869	30301114	REFUND- OR Coast Event	93.84
Padilla, Daniela	06/06/2013	20871	30301114	REFUND- Padilla	83.25
Vaisala, Inc	06/20/2013	21059	40242106014	AOWS MAINTENANCE F	1,280.00
Valley Fire Control, Inc	06/13/2013	20969	10110906415	16 for training, 11 recharge	390.00
VerizonWireless	06/06/2013	20892	10110706205	13 air cards 04/22/2013 to	520.23
VerizonWireless	06/06/2013	20892	30232206205	Cell - Stom Drain	39.10
VerizonWireless	06/13/2013	20970	40242206205	Cell- Airport	50.56
VerizonWireless	06/06/2013	20892	10110506205	Cell- Finance	61.98
VerizonWireless	06/06/2013	20892	30434206205	Cell- WW Collection	51.09
VerizonWireless	06/06/2013	20892	30333206205	Cell- Water Distribution	165.06
VerizonWireless	06/06/2013	20892	10110906205	Cell- Fire	70.25
VerizonWireless	06/06/2013	20892	30232106205	Cell - Street Maint.	81.03
VerizonWireless	06/06/2013	20892	30131106205	Cell - PW Admin	21.75
VerizonWireless	06/06/2013	20892	30434106205	Cell - WWTP	70.42
VerizonWireless	06/06/2013	20892	30333106205	Cell- WTP	59.28
VerizonWireless	06/06/2013	20892	10110356205	Cell - F&G Maint	128.54
VerizonWireless	06/06/2013	20892	40444106205	Cell - Building Inspector	29.32
VerizonWireless	06/06/2013	20892	30131206205	Cell - Engineering	83.41
VerizonWireless	06/06/2013	20892	10110206205	Cell - City Mananger	76.08
W.S. Darley & Co.	06/13/2013	20971	10110906503	pump for engine	41.62
West Coast Linen	06/27/2013	21146	10110906101	Cleaning of shop towels, d	13.90
West Coast Linen	06/06/2013	20894	10110906101	Cleaning of Shop Towels,	13.90
West Coast Linen	06/06/2013	20894	40242206101	Airport rug Servcie	19.53
West Coast Linen	06/20/2013	21060	40242206101	Airport rug Servcie	19.53
West Coast Linen	06/13/2013	20973	10110906101	Cleaning of Shop Towels,	13.90
West Coast Linen	06/06/2013	20894	10110906101	Late charge :(.01
Western Display Fireworks, LTD	06/13/2013	20974	40301243	FIREWORK SHOW 07/201	23,000.00
Western States Elect Const.	06/20/2013	21061	10110506007	Add CAT-5 lines installed	903.40
Western States Elect Const.	06/27/2013	21147	30232106104	2 bases and lightpoles OS	202.23
Wire Works LLC	06/20/2013	21062	10110706112	#93 new overhead light bar	1,800.35
Xerox Corporation	06/13/2013	20975	10114006211	May base charge and print	142.57
Xerox Corporation	06/13/2013	20975	10110506211	Finance WC6400x Lease	149.86
Xerox Corporation	06/13/2013	20975	30333206402	copier LEASE PW SHOPS	74.30
Xerox Corporation	06/13/2013	20975	10110906211	Fire xerox agreement	32.25
Xerox Corporation	06/13/2013	20975	10110706209	ScanFlow store June 2013	56.73
Xerox Corporation	06/13/2013	20975	10110706209	Lease base charge, billable	273.54
Xerox Corporation	06/20/2013	21064	10110106209	Base fee May	63.21
Xerox Corporation	06/20/2013	21064	30333106211	copier LEASE wtp	139.21
Xerox Corporation	06/06/2013	20895	10111006211	reference office printer at Li	240.50
Xerox Corporation	06/06/2013	20895	10111006211	staff copier at Library	403.91
Xerox Corporation	06/13/2013	20975	30131206211	May base charge and print	142.57
Xerox Corporation	06/20/2013	21064	10110206209	Base fee May	47.40
Xerox Corporation	06/13/2013	20975	10110206211	May base charge and print	142.57
Xerox Corporation	06/20/2013	21064	10114006209	Base fee May	23.17
Xerox Corporation	06/13/2013	20975	10110106211	May base charge and print	142.57
Xerox Corporation	06/20/2013	21064	30131206209	Base fee May	23.71
Xerox Corporation	06/13/2013	20975	10110556211	May base charge and print	142.54
Xerox Corporation	06/20/2013	21064	10114006209	correct amount-entry mista	.54
Yaquina Bay Communications	06/20/2013	21065	40141506207	Radio ads for H&G show	222.60
Yaquina Bay Communications	06/20/2013	21065	40141506207	Radio ads for H&G show	196.00
Grand Totals:					843,820.05

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
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Report Criteria:
Detail report type printed

CITY OF NEWPORT - JUNE 2013 CHECKS OVER \$10,000

Vendor	Check Date	Check No	Gen Ledger Acct.	Description	Amount
Central Lincoln P.U.D	6/20/2013	20990	10119006104	Lighting	15,391.97
City of Salem	6/20/2013	20994	10110706225	Dispatch Service - Police	95,477.28
City of Salem	6/20/2013	20994	10110906225	Dispatch Service - Fire	18,544.50
Civil West Engineering Service	6/13/2013	20918	60161106025	Big Cr Rd slide repair	23,798.54
Laskey-Clifton Corp	6/27/2013	21108	60161107024	Hwy 101 SE 40th-50th Sewer/Water	55,535.18
Laskey-Clifton Corp	6/27/2013	21108	30333507024	Upgrade - April thru May 2013 Progress	16,828.84
Laskey-Clifton Corp	6/27/2013	21108	30434507024	Payment	11,780.19
News-Times	6/27/2013	21120	40343106207	Printing of Brochures 140,000	22,000.00
Oregon Coast Aquarium	6/6/2013	20868	40343106242	Grant Agreement Final Payment	25,000.00
Pauly, Rogers & Co., P.C.	6/20/2013	21044	10110106003	JUNE 30 2013 AUDIT/statement prep	12,810.00
Precision Approach Engineering	6/5/2013	20831	40242106025	Runway 16-34 Rehab Pre design	204,286.84
Western Display Fireworks, LTD	6/13/2013	20974	40301243	FIREWORK SHOW 07/2013	23,000.00



Ted Smith
Interim City Manager
CITY OF NEWPORT
169 S.W. Coast Hwy.
Newport, OR 97365
t.smith@newportoregon.gov

Interim Manager's Report Through July 10, 2013

Following is the Interim City Manager's report for the period ending July 10:

Interim City Manager/Staff Interactions

- The Interim City Manager met with individual staff or attended staff meetings at the Library, the Airport, the Police Department Management Team, Finance, Parks & Rec and Information Technology.
- The Interim City Manager met with Melissa Roman to get an update on the Airport Runway Projects.
- The Interim City Manager had numerous conversations with City Attorney, Christy Monson covering a variety of topics.
- The Interim City Manager met with the Employees' Advisory Committee and John Baker.
- The Interim City Manager met with the following employees to discuss various ideas and issues they wished to bring forward:
 - Kay Keady
 - John Johnston
 - Jim Salisbury

Committee Attendance

The Interim City Manager attended the following board, committee and ad-hoc committee meetings:

- City Center/Deco District Committee
- Airport Committee
- Bike and Pedestrian Committee
- Employee Safety Committee
- Library Advisory Board
- Library Foundation Board of Directors

Citizens

The Interim City Manager met with various citizens, groups and clubs and part of his responsibility to be more publically available. During the past week, the City Manager met with:

- John Baker and former City Manager, Don Davis.
- Lorna Davis, Newport Chamber of Commerce
- Judy Latta, Latta's of Oregon, Inc.
- Attended the annual Rotary Banquet, will serve the next year as Vice President of the Rotary Club of Newport
- Attended the annual Chamber of Commerce Banquet

Respectfully Submitted

Ted Smith

OREGON COAST AQUARIUM



June 26, 2013

Ted Williams
City of Newport
169 SW Coast Hwy
Newport OR 97365

Dear Ted:

Thank you for supporting the expansion of the Pinniped Exhibit at the Oregon Coast Aquarium. This letter officially acknowledges receipt of Check No. 20868 in the amount of \$25,000, the final payment of the \$250,000 grant from the Tourism Facilities Fund.

We are pleased to report that the project was completed on time and on budget. We celebrated the public opening with a ribbon-cutting celebration on the weekend of April 27, 2013. Hundreds attended including representatives from the City of Newport, the Chamber of Commerce, Aquarium major donors, contractors, the architects and more. Public feedback has been outstanding as more visitors are able to get face-to-face with our resident seals and sea lions. You have no doubt seen that our summer marketing campaign focuses on our marine mammals.

The Aquarium looks better than ever, in large part due the City of Newport's investment in the most visited attraction on the Oregon coast. On behalf of the Board, staff, visitors, volunteers and animals, thank you for this important support that helps us in a very special way.

With warmest regards,



Carrie Lewis
President and CEO

CM report to Council





Memo

To: Ted Smith, Interim City Manager and City Council
From: Derrick Tokos, Community Development Director
Date: July 9, 2013
Re: Department Update

MONTHLY PERMIT FIGURES

The following is a summary of June 2013 building and land use activity.

	Building Permits	Electrical Permits	Plumbing Permits	Construction Value	Land Use Actions
June	4 (\$495.68)	18 (\$1,449.28)	3 (\$363.44)	\$18,000	4 (\$945.00)
YTD	48 (\$36,508.00)	112 (\$15,900.48)	31 (\$8,857.89)	\$4,948,722	18 (\$6,164.00)

Building permit activity included a residential remodel, a couple of wall signs, and temporary portable signs. Land use actions include a partition plat, a couple of property line adjustments, and a temporary use permit.

STATUS OF MAJOR CONSTRUCTION PROJECTS

Port Terminal Project: Construction is complete. City is still awaiting a final write-up from the project engineer regarding deferred structural improvements. Once that report is received, final inspections can be performed and an occupancy permit issued.

Bornstein Seafood: New ice house is in place and piling repair is substantially complete.

Lincoln County School District: Work on classrooms and storage building at High School is ongoing. Playground building at the Intermediate School is complete and final inspection has been performed.

O'Reilly Auto Parts: Building plans have been submitted and reviewed. Awaiting submittal of outstanding plan review items.

Umpqua Bank: Footing and foundation inspections have been completed. Framing has started.

Safeway: Renovation is ongoing. Framing inspection completed for interior work in the deli and pharmacy.

Nazarene Church Outreach/Community Center: No recent construction activity. It appears that work is being performed by volunteers and is progressing slowly.

Walgreens: Final inspection scheduled for 7/9/13. If everything checks out, then certificate of occupancy will follow.

Teevin Bros. Log Yard: City decision approving traffic impact analysis was appealed to Land Use Board of Appeals on 6/21/13. City prepared and submitted the record on 7/3/13. Deadline for parties to intervene is 7/12/13. Building plans have been submitted and reviewed. Teevin Bros. has advised City staff that they will hold off on making final revisions to the plans until they are further along in their lease negotiations.

SIGNIFICANT PLANNING PROJECTS

Safe Haven Hill Tsunami Evacuation Improvements: FEMA authorized and funded the Phase 1 scope of work, including supplemental geotechnical and benefit-cost analysis. Kickoff meeting with the consultants and Oregon Emergency Management (OEM) was held 3/8/13. Supplemental geotechnical work has been performed and a draft report is due to the City by 7/12/13. That will be followed by a benefit-cost analysis. All Phase 1 work must be completed by 1/26/14.

Creation of Land Bank for Work Force Housing: Planning Commission reviewed an agreement between the City, Lincoln Community Land Trust (LCLT), and Community Service Consortium (CSC) on 3/11/13 and recommend that it be adopted. Agreement calls for LCLT, with CSC staff support, to construct six workforce housing units over the next five years. City would make property available out of its land inventory as a "land bank." Council considered the agreement at its 4/15/13 work session, and discussed it further at a regular meeting on 5/20/13. In response to concerns from the Council, the LCLT has agreed to amend its lease terms to ensure that inheritability provisions do not result in workforce housing units being acquired by persons with incomes that would not otherwise qualify. LCLT and CSC met with the County on 6/26/13. County Commissioners to consider agreement with CSC where County would serve as guarantee to ensure LCLT performance. That discussion will occur at an August Commission meeting. Agreement to be scheduled for Council consideration once the County has acted.

Vacation Rental Code Update: At this time 99 applications for VRD or B&B endorsements have been submitted. The City has conducted 86 inspections, 65 of which have passed. Many of those that have yet to pass have significant repairs that need to be undertaken. Fire egress out of bedroom windows, lack of GFCI outlets, inadequate hand railing or guard rails on staircases, and strapping on water heaters were the primary issues identified through the inspection process.

Transportation System Plan (TSP) Update: Council adopted the TSP amendments on 11/5/12. Zoning code chapters for transportation impact analysis studies and street improvements for infill development were effective the first of the year. The trip budget program will be effective once the County and State adopt the proposal. The County Planning Commission will hold a hearing on the TSP amendments on 7/22/13.

Agate Beach Street and Recreation Enhancements: On 8/2/12 FHWA announced that the project will be funded in the amount of \$557,696. ODOT provided the City with a draft grant agreement on 6/21/13. City reviewed and signed agreement on 6/28/13 and is awaiting a response from the state that the agreement is finalized. Design consultant selection process will follow.

Reservoir UGB Amendment and Annexation: The expansion proposal was approved by the City Council on 5/6/13 and has been forwarded to the County for their review and approval. The County Planning Commission will hold a hearing on the UGB expansion on 7/22/13.

Port of Newport/City of Newport Task Force on Access to the International Terminal: Taskforce met on 5/22/13. Determined that it did not possess enough information nor is it timely to try and identify specific alternative freight routes. Requested that City, County, and ODOT staff assist the group in identifying general criteria for identifying an appropriate route, which are to be presented to the taskforce at a future meeting.

Planning for Replacement of the Yaquina Bay Bridge: City and County staff and elected officials met with ODOT on 5/16/13 to discuss a scope of services for the data and base line modeling that the consultants will develop. This effort will take several months and is funded by ODOT Region 2 to the tune of about \$150,000.

COMMITTEE WORK

Planning Commission: Held a work session on 6/24/13 to review how the City's System Development Charge methodology and ordinance are working (last updated 2008) and to discuss proposed revisions to the Manufactured Dwelling and RV Park sections of the Zoning Ordinance related to Park Model RVs.

CWACT Technical Advisory Committee: Newport is seeking \$1,075,000 of state funding (\$2.6 million total project cost) for construction of the SE 35th Street intersection and related improvements along Ferry Slip Road. Staff presented project to Area Commission on Transportation (ACT) on 5/23/13 and met with ODOT staff on 5/29/13 to review cost estimates. TAC to meet on 7/10/13 to make recommendations on the grant proposals.

Parking Districts: The Nye Beach committee met on 6/12/13 to review the status of the beautification project (opposite the Arch), talk about assessments for the upcoming year, and to discuss off-street parking requirements.

June 2013 – Finance Department Report

Personnel Changes...

The Finance Department started the month with a fun filled “Meet ‘n Greet” for our three new employees: John De Bois, Renee McCaslin and Randi Siller. This was an opportunity for them to be introduced to the City’s employees and Council. For fun, we gave away a crab dinner for two. Laura Rose (Senior Center Employee) was the winner and had to figure out how to cook “Two Bits”, a live crab herself.

At the end of the month we said “goodbye” to both Kathy Woosley and David Marshall. Kathy Woosley, our Court Clerk, has decided to take a position across the hall in the Police Department as a Records Clerk. We will miss her, but at least she is just across the way and we can still see her daily. Renee, who was our Court Clerk backup, is now our new Court Clerk. And thank you Cindy, for being the Court Clerk backup until Finance gets fully staffed again.

As for our fearless leader, David. The Ol Dawg said he didn’t want a party or any fare... so we didn’t. But we will say, “Good bye David, you will be missed”

Budget and Fiscal Year End...

The Fiscal Year 2014 Budget was submitted and adopted by Council. In addition to completing the Adopted Budget document, Finance also produced a “Working Budget Document” and distributed to the Department Head and Cost Center Managers. If Council would like a copy of either Budget document, please let me know.

In years past, the last working day of June was a very hectic in Finance. We needed to complete all cash receipting by 1pm, so we could finish all the posting for the month/fiscal year end, in order to run all our reports for the fiscal year. But with Caselle software, we were able to continue working until the end of day. We are able to run the reports after the year has ended.

Some interesting June 2013 Financial facts...

- 21 Customers were shut off for non-payment of their utility bills.
- 68,411,000 gallons of water was billed.
- 322 Accounts Payable Checks was issued
- 176 Employees were paid
- 136 Traffic and Parking Citations were issued



*Phil Paige, Fire Chief
Newport Fire Department
245 NW 10TH ST
Newport, Oregon 97365*

July 10, 2013

To: Ted Smith, Interim City Manager
Re: June Monthly Activities

Here is a brief summary of Fire Department activities in June.

The budget has been formally adopted.

I have been sick with pneumonia for the past three weeks, although I am definitely on the road to full recovery. I am back to work part time, and have an appointment to see my doctor again later this week.

As of June 31, the first half of 2013, the department has responded to 861 calls for service.

During June, we received two more applications for volunteer firefighter, and we lost one volunteer who had to move to take a new job. Overall, our volunteer recruitment efforts are going well. We had 22 volunteers on the roster as of 1/1/13, and as of 7/1/13 we are up to 29, and we have one former volunteer who is interested in returning, and another potential new volunteer to interview soon. I still hope that our volunteer roster will top 30 by the end of summer.

The Fourth of July events went off well, with no significant incidents, good staffing for our duty crews and a nice display for the community (I didn't actually get to see it, but the video looked good).

The brush engine (3211) has had the foam system repaired and new tires installed, thanks to some funding provided by the Rural District. The rest of our apparatus is surviving, and with the new budget year, we hope to make some more improvements.

We replaced two overhead doors at Station 3200, and we have some money in the budget to remove some walls and install a second overhead door at Station 3400 (Agate Beach) this year, so we can run an engine and rescue out of there. We will begin planning for those improvements soon. At Station 3300 (South Beach), we are planning to add a couple of beds this year so we are able to staff it at peak periods.

As you recall, we hired two of our volunteers as seasonal firefighter positions for the summer, Brandon Webber and Justin Wimpres. This allows us to staff the South Beach Station (3300) during peak periods - Fridays 2 PM- 10PM, Saturdays 10 AM-10 PM and Sundays 9 AM- 5 PM. We will also utilize them to help keep our staffing at three people during the week (covering vacations, etc.). This has been working well, especially during the Fourth of July and the preceding weekend, which were busy.

Central Coast Fire Authority – The Fire Chiefs met with ESCI and developed the draft implementation plan for the proposed “Central Coast Fire Authority.” This plan was presented to the collaboration committee on June 25th. While I was not able to attend the meeting (I was ill), I understand that the meeting went fairly well. I also understand that the Newport firefighters (both career and volunteer) are still generally opposed to the concept. I

think they have some valid concerns, as well as some less founded concerns, and that generally the opposition is based on their perception of one of the personalities involved.

In my opinion, the concept is the best option for the long term fire service for Newport and the surrounding communities. I think it is time to schedule a presentation to Council and ask for a decision whether to proceed or not. I've attached the draft implementation plan. I would suggest we put this on the August 5th Council agenda as an action item.

Respectfully submitted,
Phil Paige, Fire Chief

NEWPORT FIRE DEPARTMENT

City Report June 2013

	CITY	RURAL		CITY	RURAL
FIRE CALLS:	7	2	PERMITS ISSUED:		
AUTOMATIC ALARMS:	11	1	BURN PERMITS:	55	75
MEDICAL CALLS:	78	8	FIREWORKS PERMIT:	2	0
MOTOR VEHICLE COLLISION	6	2	FIREWORKS DISPLAY:	1	0
RESCUE	0	0	PERSON INSERVICES TOURS:	110	
MUTUAL AID RENDERED:	0	1	TOTAL INSPECTIONS:	11	
MUTUAL AID RECEIVED:	0	0	VIOLATIONS:	22	
AVIATION STANDBY:	0		ABATEMENTS:	1	
PUBLIC SERVICE	24	5	PLAN REVIEWS:	1	
HAZARDOUS CONDITION	0	0	CONSTRUCTION INSPECTIONS:	2	
OVERPRESSURE/RUPTURE:	0	0	VOLUNTEER HOURS	464	

OCCUPANCIES of Fires and Automatic Alarms

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

NEWPORT FIRE DEPARTMENT

City Report June 2013

CAUSES of Fires and Automatic Alarms

	CITY	RURAL		CITY	RURAL
ALARM MALFUNCTION:	1	0	HEATING APPLICANCE:	1	0
CARELESS SMOKING:	0	0	INCENDIARY:	0	0
CHILDREN W/HEAT SOUR	0	0	PROHIBITED MATERIALS	0	0
CLEARANCE:	0	0	MISTAKEN ALARM:	0	0
ELECTRICAL:	0	0	OPEN FIRES:	0	1
ENGINE BACKFIRE:	0	0	REKINDLE:	0	0
EXPOSURE FIRE:	0	0	SCORCHED FOOD:	2	0
FALSE ALARM:	7	1	SPARKS:	0	0
FIREWORKS:	0	0	UNDETERMINED:	1	0
FLAMMABLE LIQUID:	0	0	WELDING/CUTTING:	0	0
FLUES:	0	0			
FRICTION:	0	0			
GAS LEAK:	0	0			

LOSS OF LIFE

INJURY

CIVILIAN:	0	FIREFIGHTER:	0	CIVILIAN:	0	FIREFIGHTER:	0
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Memo

To: Ted Smith, City Manager (interim) and City Council
From: Jim Protiva, Parks and Recreation Director
Date: July 9, 2013
Re: Department Update – June 2013

Municipal Pool

- Started daily recreational swims
- Sold out summer swim lessons completed
- Hosted several large end of school year pool rentals

Recreation Center

- Summer Activity Club started in locations with average of 37 kids per day
- “Matter of Balance” class is maxed out at 20 participants for 8 weeks
- 2 new pieces of equipment installed, 1 recumbent and 1 NuStep
- Youth Programs staff received training for food handling and free lunches

Sports Programs

- Hosted Hershey Track & Field Meet to qualify kids for State and Nationals
- Held the Olalla Lake Off-Road Triathlon, featuring both a long and short courses
- Women’s indoor summer soccer league, men’s softball league, and coed softball league are underway.
- Held two weekend invitational soccer round robins for the U14 boys’ age group.
- Had 3 girls and 1 boy from our middle school track and field team place in the top 10 nationally in their age group (athletic.net listed more than 95,000 athletes)

Newport 60 plus Activity Center

- Meals on Wheels and 60+ BBQ Picnic on June 15th had 45 participants
- Trip in new van to Gathering Together Farms on June 7th with 8 participants
- Reader’s Theatre went to Yachats and held a Saturday Book Signing

Parks & Rec Data June 2013	Facility usage counts	# Programs offered	New annual passes	Total annual passes	New other passes	Total other passes	Drop in users
Senior Center	1,695	31	N/A	N/A	N/A	N/A	108
Sports	560 est. vists mult. Locations	6	N/A	N/A	N/A	N/A	265
Recreation Center	11,850	26	41	720	49	551	860
Municipal Pool	6564	7	11	146	30	112	385
Totals	20,669	70	52	866	79	663	1,618

*spectators are not required to have a pass

*Rec Center pass allows Pool use

*213 City employee/FD Volunteer active passes not inc

cluded in total



Noble
Professional
Dedicated

Newport Police Department Memorandum

One Team - One Future

Date: July 3, 2013
To: Ted Smith, Interim City Manager
From: Mark J. Miranda, Chief of Police *MM*
Subject: June 2013 Department Report

1. Records Clerk Kit O'Carra retired on June 14th. Knowing that this was going to happen we started out advertising the position in-house. Municipal Court Clerk Kathy Woosley applied for the position and was accepted. Her hire date was July 1st. Kit will still be available to come back a few times to help train Kathy. This is great since we only have one records clerk and her time is maxed out in the daily routine.
2. With the coming of the new budget year, we have already started advertising for the new Records Clerk position that has been authorized. This has been opened up to the outside. Applications will be accepted up until July 19th. A testing process will commence after that.
3. We have had a police officer position open due to the resignation of an officer in May. The application process closed on Friday, June 28th. We received 85 applications, five of which are currently employed officers. We will be looking at them closely to see if any will fit with our organization. If one does, that will save us about four or five months of training time and we can get the person on the street a lot sooner.
4. The Newport Police Department hosted the Chamber After Hours event on Thursday, June 20th. We had an estimated 90 people attend and have received many kind comments about what we presented. This event highlighted our receiving State Accreditation as a Police Department.
5. On June 27th, I started my year as President of the Newport Rotary Club. I look forward to having a good year that will benefit Newport and our international projects. Lt. Jason Malloy has been re-elected as President of the Newport Boosters.
6. I sent out the monthly status letter on nuisance complaints to the Carpenters.

SUGGESTION/CONCERN/COMPLAINT FORM--CITY OF NEWPORT				
Date City				
Notified	No. Assigned	Claimant	Suggestion/Concern/Complaint	Status
1/18/2013	195-PW-1-18-13	Hovey Grosvenor 408 SE Elm Street South Beach	Wants contact regarding drainage issues on Elm Street. It is affecting his residence. Also maintenance of gravel street.	OPENED: 1/22/13 -- Contacted Hovey at site. Cut drain ditch in with grader, and rocked and graded street. CLOSED
1/24/2013	196-PW-1-24-13	Rich Gogl	Requested NE 56th & 57th Streets be graded	OPENED: 1-25-13 -- Street was graded. CLOSED
1/25/2013	197-Fin-1-25-13	Pat Maguire	Was not notified of higher than normal water usage, so bill increased dramatically. He has repaired leak, but cannot afford the increased charges from the leak, and especially with the most recent fee increases imposed by the City.	OPENED: 1-25-13 -- This matter was referred to Finance Director
1/25/2013	198-PW-1-25-13	Nye Beach Merchants Association	Requested cleaning the Nye Beach Visual Arts Stairway	OPENED: 1-25-13 - Litter was picked up on 1-25 and 1-28. Cleaning from top down. Will complete on 1-30-13. Stairway will be checked on a monthly basis and cleaned as necessary CLOSED - 1-30-13
1/28/2013	199-PW-1-28-13	Alicia 528 NE 1st	Sewer slower draining contacted City said it was at City main.	OPENED: 1-12-2013-Checked main, opened and flowing. Spoke with Newport Plumbing jetted also. CLOSED
1/30/2013	200-PW-1-30-13	Citizen visiting City Hall	Shared concern handicap ramp has bump handicap person could fall.	OPENED 1-30-2013- Referred to Public Works. Inspected ramp could not locate any bumps. Expansion spaces--3/8" between panels. No action taken. CLOSED

2/11/2013	201-PW-2-11-13	Randy Holman	Agate Heights Apts: Holman and other tenants complaining of numerous small particles in tap water. Please contact and advise.	OPENED 2-11-13-Referred to Jason in Public Works. Mark made contact with Randy and talked about the problem. Mark checked water and could not see any problems or particles. Believe the problem is with the water heater. CLOSED
2/12/2013	202-PW-2-12-13	Sylvia Beach Hotel-Charlet Dinolt	She asked that a crew check a wastewater main and/or lateral line that is beneath the side walk on NW 3rd street. The line runs beside the North wall of the Hotel. It occasionally backs-up.	OPENED 2-12-13 Referred to PW. Checked main open & flowing, found wier in downstream mh. Talked to Charlet, she was going to talk to plumber said it has been going on for 2 months. Talked to Tim G. said wier has only been in place for about 30 days. Talk with John Newport Plumbing 2-19-13. They were still working on problem. 3-5-13 talked with Newport Plumbing they fixed pressure line everything is ok. CLOSED
2/15/2013	203-PW-2-15-13	Brett Hulet	Has a office in a building @ location in pictures. There are no handicap ramps & some of his patients have issue. Is it building owners responsibility to install ramps?	OPENED 2-15-13 Referred to Tim. Per PW Director, this is responsibility of the building owner. Called and let Mr. Hulet know the information 3-4-13. CLOSED
2/19/2013	204-PW-2-19-13	Dave Gesik	Requests gravel/blade work on short section of Dolphin between his residence and Whaler Motel.	OPENED 2-19-13-Referred to Dave Public Works. Rocked and graded on 2/22/13. CLOSED

2/26/2013	205-NPD-2-26-13	Vicki Jo Stephens	Upset with Tom Simpson. On Sat. 2/23/13 she was hit by (Bag of Beans) on his bicycle in front of the Shell Station. She was thrown into a power utility box. Officer Simpson told her "I don't have time to file a complaint because of the Seafood and Wine Festival" Ms. Stephens believes that it is because she is homeless that Simpson did not have time for her. Officer Steve Hallmark was there and asked if she was ok. At that time she thought she was but later she went to the ER. She suffered a head and neck injury. Officer Mitchell was called by her and he talked with Bag of Beans and told him to stay away from Vicki. He told her that he will be going out for a neck injury and was turning the case back over the Simpson. She is not happy with Simpson having the case and would like someone else to handle it. She would like to have something done about Bag of Beans	OPENED 2-26-13 Referred to NPD Chief. Chief Miranda conducted an investigation and determined that Sgt. Simpson conduct an investigation into the incident and found that Ms. Stephens was not truthful in her state, that she was participated in the disorderly conduct. Sgt Simpson contacted non-involved third parties and found that no assault occurred and the Ms. Stephens was the verbal aggressor in the incident. Chief Miranda sent a letter to Ms. Stephens with the results of the investigation. Chief Miranda determined that Stg. Simpson acted appropriately. CLOSED 4-22-13
3/4/2013	206-PW-3-4-13	Fisher	Sewer Line Plugged, plumber has checked to city connection.	OPENED 3-4-13 Referred to Greg. He contacted resident checked our sewer main it was open & flowing well, Contacted the other neighbors no problems . Jetted our main to make sure. Notifited Fisher 3-5-13 CLOSED.
unknown	207-PW-3-4-13	Button Plumbing	Apparent plugged line.	OPENED 3-4-13 Referred to PW His drains were plugged we jetted our main, he thanked us. Problem solved 3-4-13 CLOSED

3/6/2013	208-NPD-3-6-13	Barrett Business Services	There are numerous homeless persons using our office building as a base camp. We regularly encounter bedding,litter, urine, and feces left behind by these vagrants. They intimidate our employees, discourage our walk-in clients and prevent us from projecting a professional image at our location.	OPENED 3-6-13 Referred to NPD Chief.Area cleaned by complainant. Problem has not reoccured. Night Staff Advised for Patrol. Caller advised to call dispatch if problem returns. Extra Patrol. 3-19-13 CLOSED.
3/6/2013	209-PW-3-6-13	Dan Haden	Sewer Backing up	OPENED 3-6-13 Referred to Collections. Jetted main, had been there before a couple years age. Didn't find much/ Left message on his phone. 3-6-13 CLOSED
3/7/2013	210-PW-3-7-13	Jean Rawley	Request road grade work on SW Lake between 11th & 12th. Seriuos pot holes.	OPENED 3-7-13 Referred to Dave. Rock and Bladed. 3-8-13 CLOSED
3/9/2013	211-PW-3-9-13		The Resident Called Lincom that sewer was backing up in her house Lincom called Chuck Cooper (Street Dept) He called me. @ 3:25 P.M. I responed, saw that our main was plugged got Jetter truck.	OPENED 3-9-13 Referred to Greg Evens. Jetted the downstream Manhole unplugged the line & relieved the surcharged manhole. Claimant was contacted. CLOSED 3/9/13
3/13/2013	212-PW-3-13-13	Cheryl Atkinson	Drive by, many empty beer containers littering the Betty Wheeler Field.	OPENED 3-13-13 Referred to Jim Guenther. Sent Larry down to clean-up. 3-13-13 CLOSED
3/20/2013	213-PW-3-20-13	Frances Whited	In front of her residence school buses have caused the road to depress. Is there anyway to fix?	OPENED 3-20-13 Referred Dave. Looked at problem area and explained to her that we could not repair until asphalt plant runs again later this spring. Claiment was fine with that. Follow-up is needed Grind out and replace asphalt and base.

3/27/2013	214-PW-3-27-13	John Gesik	Lateral backed up	OPENED 3-27-13 Referred Collections. Checked Main, He wanted to Know where his lateral tied in. Have been there several times over the years. Jetted Main. Camered main. Marked his lateral out on ground. Showed him. Plumber showed up when we left. CLOSED 3-27-13
4/17/2013	215_PW-4-17-13	Carol N. Ely	Unable to get out of the drive way due to street parking. Street is too narrow. I have to Park in Street because I cannot pullout of driveway.	OPENED 4-17-13 Referred to City Manager Forwarded to PW for review & Recommendation. PW & City Manager found the condition does not warrant removal of parking. Letter sent. 4-22-13 CLOSED
4/24/2013	216-PW-4-24-13	Kathy Wyman	Turning left off of HWY 101 (in South Beach heading south) onto SE 40th street are "potholes" or the asphalt drops away and gives vechiles a jolt. Could that be fixed please?	OPENED 4-24-13 Referred to Streets. Laskey-Clifton will fill & dress pipe trench area on 4-23-13. Re-moblizing to site will maintain until asphalt placed. Claimant was notified. CLOSED 4-24-13
4/26/2013	217-PW-4-26-13	Jenny Thomas	Would like someone to stop by & assess dead tree in right-of-way, it's threatening a shore pine. Caller is elderly & has done most of the storm clean-up but not sure what to do with this. Please call 1st.	OPENED 4-26-13 Referred to Dave. Looked at tree noticed one laying on another really not a hazard at this time waiting for call back, Left message to call to verify this is the tree in question. Follow-up may need to remove tree. CLOSED 4-26-13.
4/26/2013	218-PW-4-26-13	Plumber @ Starbucks	Plumber wants help w/sewer line issue - backed up into restrooms & can't jet to connection.	OPENED 4-26-13 Referred to Greg Evens. Went To Talk with Plumber, we determined through maps & dye his lateral came out on West side of HWY 101 our line was clear, we confirmed with Tim gave him the plumbers card. CLOSED 4-26-13.

4/30/2013	219-PW-4-30-13	Jodi Worrad	Claims that adjacent lot is "owned by the city" and has lots of scotch broom, says city usually comes & clears it. Has an early bloom due to better weather.	OPENED 4-30-13 Referred to Dave. The city has never cleared this area and these are private lots in private area. Called and left message for call back did not receive. 4-30-13 CLOSED
5/14/2013	220-PW-5-14-13	Ken Cook	While in sidewalk crossin from Towne Pump to Pioneer Printing, could not use his power wheel (Hover Craft) because there's a gap from the Pioneer Printing wheel chair ramp side to the sidewalk. Probably need to call ODOT.	OPENED 5-14-2013 Referred to Streets. Refured to Melissa. Pleased to know asphalt ramp will poured on 5/15 am. Patched asphalt in front of ramp to make approach easier. CLOSED 5-14-13
5/14/2013	221-PW-5-14-13	Corey	Would like SW 27th & SW 30th streets graded.	OPENED 5-14-13 Referred to Street.Rock and Graded. CLOSED 5-17-13
5/28/2013	222-PW-5-28-13	Randy Harmer	Lateral backing up. Had plumber out to open it up. This has been an on going problem.	OPENED 5-28-13 Referred to collections. Jetted main. Tried to push camera in lateral. It was full. Tried main line camera, hit concrete inserted into 8". Tim Gross was contacted. Time Gross spoke with homeowner. Homeowner is going to replumb house so that it all goes out his other new lateral. CLOSED 5-28-13
5/29/2013	223-PW-5-29-13	Carla Hall	Hall advises she tripped & Full due to loose/missing concrete pour around what appears to be water meter box @ NE 5th / Eads (fire hydrant) in front of schoo9l track. Is this city or school issue?	OPENED 5-29-13 Referred to Lanny. On 5-31-13 Crew replaced concrete around meter Box. Box was replaced by city under general maintenance. CLOSED -5-31-13
6/4/2013	224-PW-6-4-13	Dave Barkhurst	Possible sewer line leak @ Agate Beach parking area. SW corner by the bridge. 2nd hand information from spouse,no better location.	OPENED 6-4-13 Referred to Dave. Dave checked area, Dave found plugged State Parks sewer line & Leaking from cleanouts. Bob will call State Parks. State Parks was contacted they will advised and will fix. CLOSED 6-10-13

6/5/2013	225-PW-6-5-13	Susanna Peterson	Advises there is a large gap where driveway meets road says this was paved a while ago and has degraded. Can it be filled with something? She fell due to the gap.	OPENED 6-5-13 Referred to streets. Cleaned Gap and patched back with cold mix. Peterson was contacted and happy with result. CLOSED 6-5-13
6/7/2013	226-PW-6-7-13	Susan Gage	Would like NE 10th street looked at, is in rough shape -may need to be graded.	OPENED 6-7-13 Referred to Street. Road was graded. CLOSED 6-10-13
6/10/2013	227-PW-6-10-13	Mary Sauer	Advises a large 3' X 2' hole has appeared in roadway.	Broke Asphalt down and filled with cold mix this is in Fault Zone not much we can do. CLOSED 6-12-13
6/12/2013	228-PW-6-12-13	Kathy Cleary	Wants to discuss removal of weeds etc. near Nye Beach Arch. Jim G. will meet her @ location Friday & survey site and advise.	OPENED 6-12-13 Referred to Jim G. Cut Brush across street from ARCH at Nye Beach. CLOSED 6-18-13
6/13/2013	229-PW-6-13-13	Shelly Catt	Concerned about recent loss water pressure @ residence. Meter doesn't move when water is off at house. Wants contact/phone call and area check for possible problems.	OPENED 6-13-13 Referred to Lanny. Called customer problem on outside hose bibs only- no problems inside house. Thank for answering questions. CLOSED 6-14-13
6/19/2013	230-PW-6-19-13	Citizen visiting City Hall	Stormdrain/catch basin is not working between 646 & 654 NW cottage street. Has big puddle in front of it.	OPENED 6-19-13 Referred to Streets. Vacumed the catch basin and jetted the line. CLOSED 6-21-13
6/21/2013	231-PW-2013	Marica Polston	Would like someone to check a damaged curb near drian @ SW 9th/Lee, water is drianing towards a possible water meter box or similar and is creating a sinkhole.	OPENED 6-21-13 Referred to Dave. Repaired curb to stop water run off. No further action. CLOSED 6-21-13
7/5/2013	232-PW-2013	Doris Beckett	Says she is trying to control encroaching blackberry vines that come over thur the fence from the Northside Pump statio. Would like the bushes removed or seriously cut back/down.	OPENED 7-5-13 Referred to Jim G. Parks will cut & spray blackberry bushes as appropriate. Ok'd by John Richie. Doris was contacted and might contact personel on-site to point out issues. CLOSED 7-8-13



Memo

To: Ted Smith, Interim City Manager and City Council
From: Ted Jones, PE, Sr. Proj. Mgr
Date: July 15th, 2013
Re: Capital Projects Status Update

Project: **Ash Street Design and Construction**
Project Number: 2010-003
Status: Street layout and rough-in of sub-base complete.
Next Task: Install storm sewer.
Budget: \$557,000
Description: Design and construct Ash Street between SE 40th St. and SE Ferry Slip Road.

Project: **Hwy 101 Crosswalk Improvements**
Project Number: 2012-001
Status: ODOT completing Design Acceptance Package (DAP) review. Project open house completed 02 July 2013.
Next Task: Meet with ODOT to discuss DAP comments.
Budget: \$502,000
Description: This project will improve the visibility and safety of multiple crosswalks on Highway 101 between 15th Street and the bridge. Proposed improvements include curb extensions and/or pedestrian safety islands, improved signage and pavement markings, and in one location pedestrian activated warning lights.

Project: **Big Creek Road Landslide Repairs**
Project Number: 2011-003
Status: Project is advertised for bid.
Next Task: Bid Opening 01 August 2013.
Budget: \$750,000
Description: This project will restore Big Creek Road. A January of 2011 storm caused portions of the road to slide away, making the road unsafe for vehicles and jeopardizing a buried water main and electrical and telecommunications overhead transmission lines. This project is 75% funded through FEMA.

Project: Lower Big Creek Reservoir Drawdown Pipe Repair
Project Number: 2012-012
Status: Repair pipe is ordered and being fabricated.
Next Task: Pre-construction meeting the week of 15 July 2013 and site mobilization.
Budget: \$160,000
Description: Repair a structurally deficient and functionally obsolete 30-inch corrugated metal outfall pipe with a 24-inch HDPE Liner and structural grout.

Project: Hwy 101 Sewer & Water Improvements
Project Number: 2011-008
Status: Disinfected the waterline between SE 40th and SE 50th. Awaiting test results.
Next Task: Reconnect services to the new waterline, pending test results. Continue with site restoration and asphalt patching.
Budget: \$1.3 MM
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.

Project: AIP-020 RWY 16/34 Rehabilitation Pre-Design
Project Number: 2012-094
Status: Bid date revised to 16 July 2013.
Next Task: Open bids.
Budget: \$10 MM
Description: Pre-design to rehabilitate RWY 16/34 with a FAA compliant x-section, a full overlay, improved drainage, lighting, and safety areas. The last major pavement improvement project was 30 years ago and the pavement is at the end of its useful service life.



Agenda Item # VIII.A.
Meeting Date July 15, 2013

CITY COUNCIL AGENDA ITEM SUMMARY
City Of Newport, Oregon

Issue/Agenda Title: Consideration of Ordinance No. 2053 Granting a Telecommunication Franchise and Approving a Franchise Agreement with CoastCom, Inc.

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

Issue Before the Council: The issue before Council is consideration of Ordinance No. 2053 granting a telecommunication franchise and approving a franchise agreement with Coastcom, Inc.

Staff Recommendation: Staff recommends approval of the ordinance and attached agreement.

Proposed Motion: I move to read Ordinance No. 2053, granting a telecommunication franchise and approving a franchise agreement with CoastCom, Inc., by title only, and place for final passage.

Key Facts and Information Summary: The city had a telecommunication franchise and agreement with Coastcom, Inc. that expired in June of 2012. The proposed ordinance and agreement have been reviewed by the city's legal counsel and representatives of Coastcom, Inc. The agreement is consistent with the standards set forth in Chapter 9.05 of the Newport Municipal Code relative to granting a franchise.

Other Alternatives Considered: None.

City Council Goals: None.

Attachment List: Ordinance No. 2053

Fiscal Notes: None.

CITY OF NEWPORT
ORDINANCE NO. 2053

AN ORDINANCE GRANTING A TELECOMMUNICATION FRANCHISE
AND APPROVING A FRANCHISE AGREEMENT
WITH COASTCOM, INC.

Findings

1. Newport Municipal Code Section 9.05.060(B) authorizes the city to grant franchises by ordinance.
2. Coastcom, Inc., has provided telecommunications services to the City of Newport for many years and wishes to enter into a new franchise agreement.
3. The Franchise Agreement, attached as Exhibit A has been reviewed by the city's legal counsel and representatives of Coastcom, Inc. and is consistent with the standards set forth in Newport Municipal Code Chapter 9.05 for the granting of a franchise.

Based on these findings,

THE CITY OF NEWPORT ORDAINS AS FOLLOWS:

- Section 1. The Newport City Council grants a telecommunication franchise to Coastcom, Inc., authorizing Coastcom, Inc. to use rights-of-way administered by the city on the terms stated in the Franchise Agreement attached as Exhibit A.
- Section 2. The Interim City Manager is authorized to sign a franchise agreement with Coastcom, Inc. substantially in the form of Exhibit A.
- Section 3. This ordinance shall take effect 30 days after adoption, but the grant of authority under Section 1 shall be effective only after Coastcom, Inc. signs the Franchise Agreement.

Adopted by the Newport City Council on July 15, 2013.

Sandra N. Roumagoux, Mayor

ATTEST:

Margaret M. Hawker, City Recorder

EXHIBIT A

City of Newport Telecommunications Franchise Agreement

This Franchise Agreement is between the City of Newport (City) and Coast Com, Inc. (Grantee), a _____, and dated this _____ day of _____, 2013.

1. **Grant of Franchise.** City grants to Grantee, its successors and assigns, a non-exclusive franchise to construct, operate and maintain telecommunications facilities in, under, and over the surface of the City's Public Rights-of-Way ("Franchise") subject to the terms of this Agreement.
2. **Term and Renewal Term.** The initial term of this Franchise shall be seven (7) years from the date listed above, unless sooner terminated by either Party by giving written notice not less than sixty (60) days prior to the end of any term or renewal term. Grantee may extend this Franchise agreement for two (2) additional renewal terms of five (5) years each if, at least 120 days prior to the expiration of any term, Grantee provides written notice of its desire to renew. This Franchise may not be renewed until any and all duly noticed violations or defaults in the Grantee's performance or the Franchise have been cured, or a plan detailing the corrected action to be taken by the Grantee has been approved by the City. The franchise fee charged for any renewal term shall be increased by ten percent (10%) of the franchise fee charged for the term or renewal term immediately preceding.
3. **Fee.**
 - 3.1 Grantee shall pay annually as a franchise fee to the City an amount equal to five percent (5%) of Grantee's annual Gross Revenues, as defined in Section 4 below. Notwithstanding any provision to the contrary, at any time during the term of this Franchise, City may elect to increase the franchise fee amount as may then be allowed by State law. City shall provide Grantee written notice of such increase following the adoption of the change in percentage by City. The increase shall be effective sixty (60) days after City has provided Grantee with such notice.
4. **Gross Revenues.**
 - 4.1 **Gross Revenues** means any and all compensation in whatever form (grant, subsidy, exchange, or otherwise) received directly or indirectly by Grantee for any Communications Services (as defined below) provided within the Franchise area or in any way connected with the operation of Grantee's Facilities, including but not limited to: revenues from customers; any fees related to Grantee's Communications Services; use, access, or attachment

charges paid to the Grantee by other Communications Services or carriers, and revenue from the sale or lease of any Grantee Facilities, including wire, cable, facility, pole, duct, conduit or similar transmission equipment. All such revenues remain subject to applicable FCC rules and regulations which exclude revenues from internet access services while prohibited by law.

- 4.2 **Communication Services:** Any service provided for the purpose of transmission of information including but not limited to voice, video, or data, without regard to the transmission protocol employed, whether or not the transmission medium is owned by the provider itself Communications Services include all forms of telephone services and voice, video, data or information transport, but does not include: (1) cable service; (2) open video system service as defined in 47 C.F.R. 76; (3) private communications system services provided without using the public rights-of-way; (4) over-the-air radio or television broadcasting to the public-at-large from facilities licensed by the Federal Communications Commission or any successor thereto; and (5) direct-to-home satellite service within the meaning of Section 602 of the Telecommunications Act.
5. **Payment.** Payment of the franchise fee shall be made quarterly or before April 30, July 31, October 31 and January 31 for the calendar quarters immediately preceding. Franchise fee payments not received by the City on or before the due date shall be assessed interest at the rate of three percent (3%) compounded monthly, or, if lower, the maximum rate allowed by law. Interest shall be due on the entire late payment from the date on which the payment was due until the date on which the City receives the payment.
 - 5.1 Each payment shall be accompanied by a written report to the City, verified by an officer or other authorized representative of Grantee, containing an accurate statement of Grantee's Gross Revenues and the computation basis and method. Such reports shall be in a form satisfactory to the City.
 - 5.2 No acceptance of any payment by the City shall be construed as an accord that the amount paid is in fact the correct amount, nor shall the acceptance of any payment be construed as a release of any claim the City may have for further or additional sums payable.
 - 5.3 All amounts paid shall be subject to audit and confirmation by the City, provided that such audit is completed within three (3) years of the date the audited payment is due. If no such audit is conducted within the three-year period, then any claim that the City might have had for additional compensation shall be waived.

- 5.3.1 Grantee shall reimburse the City for the costs of such audit if Grantee has paid 95% or less of the franchise fee owing for the period at issue upon receipt.
 - 5.3.2 If Grantee underpaid by 5% or more of the amount due, Grantee shall pay interest on the unpaid amount compounded at five percent (5%), or at the maximum amount allowed by law, whichever is greater. Interest shall be due on the entire underpayment from the date on which payment was due until the date on which full payment is received.
 - 5.3.3 If the Grantee disputes the City's determination of underpayment, the Grantee shall place the disputed amount in an escrow account until final resolution. Such dispute shall be settled solely through mediation.
- 5.4 All Grantee's books, maps, and records directly concerning its calculation of franchise fee payments to the City shall be open for audit by the City, upon no less than 48 hours prior written notice, during normal business hours.
- 5.5 Payment of the franchise fee shall not exempt Grantee from the payment of any license fee, permit fee, tax, or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City or any other taxing authority.
- 6. **Municipal Code, Charter and General Ordinances to Apply.** The Charter of the City of Newport and the ordinance provisions of the City, now in effect, or adopted in the future, are incorporated by reference and made a part of this Franchise. Nothing in this Franchise shall be deemed to waive the requirements of the various ordinances, rules, and regulations of the City regarding permits, fees to be paid, or the manner of construction.
- 7. **City Regulatory Authority.** In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety, and welfare of its citizens and their properties, or exercise any other rights, powers, or duties required or authorized under the Constitution of the State of Oregon, the laws of Oregon or City ordinances. Specifically, the City reserves the right to:
 - 7.1 Construct, install, maintain, remove, relocate, replace, and operate any City Facility, Rights-of-Way, or public place.
 - 7.2 Do any work that the City may find desirable on, over, or under any Rights-of- Way or public place in accordance with all applicable federal, state or local regulations.

- 7.3 Exercise any power that the City currently holds, or may hereafter be authorized or granted by the laws of the State of Oregon or the City Charter or ordinances.
- 7.4 Vacate, alter, or close any Rights-of-Way or public place. Whenever the City shall vacate any Rights-of-way or public place for the convenience or benefit of any person or governmental agency or instrumentality, the City shall provide Grantee with the standard notice provided for vacations. If any Rights-of-Way or portion thereof used by Grantee is vacated by the City during the term of this Franchise, unless the City Council specifically reserves to Grantee the right to continue its installation in the vacated Rights-of-Way, or Grantee secures such right from an appropriate third party who will have title to the area, Grantee shall at its own expense relocate that portion of its Facilities and restore, repair, or reconstruct the Rights-of-Way where such relocation has occurred to the same or better condition as before the relocation, unless otherwise instructed by the City. In the event of failure, neglect, or refusal of Grantee, after thirty (30) days written notice from the City, to relocate the portions of its Facilities or to restore, repair, or reconstruct the Rights-of-Way, the City may do such work or cause it to be done at Grantee's sole cost and expense. Upon receipt of a demand for payment from City, Grantee shall promptly reimburse the City for the costs the City incurred.
- 7.5 Abate any nuisance or dangerous condition.
- 7.6 In addition to the reservations contained in this Franchise and existing applicable ordinances, adopt such additional generally applicable regulations for the construction, maintenance, and operation of Grantee's Facilities as the City finds necessary in the exercise of its police powers or for the orderly development of the City (including but not limited to: zoning, land use, historic preservation ordinances, standard specifications, design standards and drawings, other safety or construction standards, and other applicable requirements), or for the protection of City Facilities.

8. Indemnity.

- 8.1 Grantee agrees and covenants to indemnify, defend and hold the City, its officers, agents, and employees harmless from any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorney fees or expenses, arising from any casualty or accident to person or property by reason of any construction, excavation or any other act done under this Franchise, by or for Grantee, its agents or employees, or by reason of any neglect or omission of Grantee to keep its Facilities in a safe condition, but not to the extent that such casualty or accident arises out of or by reason of any negligence or willful misconduct by the City, its officers,

agents or employees. The City shall provide Grantee with prompt notice of any such claim, which Grantee shall defend with counsel of its own choosing. No settlement or compromise of any such claim will be done by the Grantee without the prior written approval of the City. Grantee and its agents, contractors, and others shall consult and cooperate with the City while conducting its defense of the City.

8.2 Grantee shall also indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly or indirectly, from Grantee's failure to remove, adjust, or relocate any of its Facilities in the City Rights-of-Way in a timely manner when required to do so, unless Grantee's failure arises directly from the City's negligence or willful misconduct.

9. Construction, Relocation, Removal.

9.1 Subject to the terms of this Franchise and the Code, Grantee may construct, operate and maintain its Facilities. All construction and maintenance of any and all of Grantee's Facilities within City Rights-of-Way shall, regardless of who performs such installation or construction, be and remain the responsibility of Grantee. Grantee shall apply for and obtain all permits necessary for installation or construction of any such Facilities, and for excavation and laying of any Facilities within City Rights-of-Way prior to initiating construction, unless an emergency occurs. "Emergency," as used in this Agreement, means a situation involving imminent danger to public safety. Emergency also includes situations where the failure of Grantee to act would result in such imminent danger.

9.2 At least two (2) weeks prior to beginning construction in any City Rights-of-Way, Grantee shall provide the City with a construction schedule.

9.3 Grantee may make excavations in the City Rights-of-Way, subject to obtaining permits from the City and subject to any notice or safety requirements of the City. Prior to doing such work, Grantee must also give appropriate notices to any other franchisees, licensees or permittees of the City owning or maintaining Facilities that may be affected by the proposed excavation. Grantee shall, at its own expense, restore any damage or disturbance caused to City property as a result of its operation, construction, or maintenance of its Facilities to a condition reasonably comparable to the condition of such property immediately prior to such damage or disturbance.

9.4 In the event that Emergency repairs are necessary for Grantee's Facilities in the City Rights-of-Way, Grantee shall immediately notify the City of the need for such repairs. Grantee may immediately initiate such emergency repairs, and shall apply for appropriate permits the next business day

following discovery of the emergency.

- 9.5 Grantee shall comply with the terms and conditions of ORS Chapter 757, governing the location of underground facilities (the "One-Call statutes").
- 9.6 Grantee shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any of its Facilities when directed to do so by City. Any work or excavation completed by Grantee within the Public ROW may be inspected by the City to determine whether it has been constructed as and where permitted by the City. If City determines, according to its own written standards, ordinances, rules or regulations, that the work or excavation is insufficient, the City shall notify Grantee and it with sixty (60) days (or less if the public safety is threatened) to reperform the work. Should Grantee fail to make such repairs or restorations within the aforementioned time frames, the City may, after providing notice to Grantee and a reasonable opportunity to cure, reperform the work and the expense thereof shall be paid by Grantee within 30 days of demand for payment from the City.
- 9.7 All construction practices and installation of equipment shall be done in accordance with all applicable sections of the then current version of the National Electric Safety Code, in accordance with good engineering practices and performed by qualified maintenance and construction personnel.
- 9.8 The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents. To the extent possible, the Grantee shall use utility poles, conduits and other facilities already existing in the City Rights-of-Way.
- 9.9 Whenever any existing utilities are located underground within a public right of way of the City, Grantee shall also locate its Facilities underground. Whenever any overhead electric utilities are relocated underground, Grantee shall also relocate its Facilities underground. Any and all such installation and relocation under this paragraph shall be without expense to the City. In addition to the above requirements, Grantee shall also comply with City ordinances regarding undergrounding.
- 9.10 Relocation of Facilities. City shall have the right to require Grantee to remove or change the location of any Facilities within the public Rights-of-Way when the public convenience requires such change; and the expense thereof shall be paid by Grantee. Should Grantee fail to remove or relocate any such Facilities by the date established by City, the City may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay. City shall give Grantee written notice to relocate its

Facilities at least sixty (60) calendar days prior to the date established by the City as the deadline for relocation or removal. If at any time, in case of fire or other disaster in the Franchise territory, it shall become necessary in the reasonable judgment of City to cut or move any Facilities, such cutting or moving may be done and any repairs rendered necessary thereby shall be made by Grantee, at its sole expense. City shall indemnify, protect and hold Grantee, its officers, employees and agents harmless against and from all damages, claims, loss, liability, cost or expense resulting from damage to property, injury, or death, to any third person caused by City's cutting or moving any of the wires, equipment or other Facilities. City shall take reasonable efforts to notify Grantee prior to acting under this subsection.

- 9.11 Upon completion of construction of any new Facilities, Grantee shall promptly furnish City with two (2) sets of "as built" plans, in a form acceptable to the City, showing the exact location and construction details of all of Grantee's Facilities. New plans will be furnished promptly for any additions or modifications.
- 9.12 Discontinuance. Whenever Grantee intends to discontinue using any Facilities, Grantee shall submit for City's approval a complete description of the Facilities and the date on which the Grantee intends to discontinue using the Facilities. Grantee may remove the Facilities or request that City permit the Facilities to remain in place. The City may require Grantee to remove the Facilities. Grantee shall complete such removal in accordance with a schedule set by City. Until such time as Grantee removes the Facilities as directed by City, or until the rights to and responsibility for the Facilities are accepted by another person having authority to construct and maintain such Facilities, Grantee shall be responsible for all necessary repairs and relocations of the Facilities, as well as maintenance of the street, in the same manner and degree as if the Facilities were in active use, and Grantee shall retain all liability for such Facilities.

10. Reservation of City Rights.

- 10.1 Nothing in this Franchise shall be construed to prevent the City from constructing sewers, water systems, electric systems, grading, paving, repairing or altering any street or constructing or establishing any other public work or improvement. Grantee's Facilities shall be constructed and maintained in such manner as not to interfere with City sewers, water systems, electric systems or any other Facilities of the City.
- 10.2 If any of the Grantee's Facilities interfere with any City systems or Facilities, including but not limited to: sewer, water, electric systems, street or public improvement, Grantee shall remove or replace its Facilities as directed by

the City. Any and all such removal or replacement by Grantee shall be without expense to the City. Should Grantee fail to remove, adjust or relocate its Facilities by the date established by the City, the City may undertake such removal, adjustment or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay.

11. Assignment. Grantee's rights under this Franchise may not be assigned or transferred without the prior consent of the City, which consent shall not be unreasonably withheld or delayed. No such consent shall be required for an assignment by Grantee to a corporate affiliate; provided, however, that the Grantee, not more than ten (10) business days following such assignment, provides the City with written notice of the assignment and the assignee agrees in writing to be bound by the terms of this Agreement. For non-affiliate transferees/assignees, Grantee must meet the following conditions prior to obtaining City consent:
 - 11.1 Grantee and the proposed assignee or transferee shall provide and certify the following information to the City not less than sixty (60) days prior to the proposed date of transfer or assignment:
 - 11.1.1 Complete information setting forth the nature, terms and condition of the proposed transfer or assignment;
 - 11.1.2 All information required of a telecommunications franchise applicant with respect to the proposed transferee or assignee;
 - 11.1.3 Any other information reasonably required by the City.
 - 11.2 No transfer shall be approved unless the assignee or transferee has the legal, technical, financial and other requisite qualifications to comply with the terms of this Franchise.
 - 11.3 Grantee shall reimburse the City for all direct and indirect fees, costs, and expenses reasonably incurred by the City in considering a request to transfer or assign the Franchise.
 - 11.4 Any transfer or assignment of this Franchise without prior approval of the City under this section shall be void.
 - 11.5 Grantee shall not lease or sublease any of its pipes, wires, conduits, fiber or other Facilities in the public Rights-of-Way unless lessee or sublessee agrees to the terms, conditions, and performances of this Franchise. Grantee agrees to the following conditions regarding any such lease or sublease:

11.5.1 Grantee shall include any revenue derived from the lease or sublease within the gross revenue calculations, as provided in Section 4 above;

12. Miscellaneous Provisions.

- 12.1 If any section, provision, or clause of this Franchise is held by a court of competent jurisdiction to be invalid or unenforceable, or is preempted by federal or state laws or regulations, the remainder of this Franchise shall not be affected, unless the City determines such section, provision, or clause was material to the City's agreement to grant the Franchise to the Grantee.
- 12.2 Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.
- 12.3 This Franchise should be governed by the laws of the State of Oregon. Any litigation between the City and the Grantee arising under or regarding this Franchise shall occur, if in the state courts, in the Lincoln County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.
- 12.4 Any notice provided for under this Franchise shall be sufficient if in writing and 1) delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, 2) sent by overnight or commercial air courier (such as Federal Express), or 3) sent by facsimile transmission addressed as follows, or to such other address as the receiving party shall specify in writing:

If to the City:

City of Newport
169 SW Coast Highway
Newport, OR 97365
FAX: 541-574-0609

If to the Grantee:

Coast Com, Inc.
151 E. Olive Street
Newport, OR 97365
FAX: 541-265-8946

Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three (3) business days after depositing in the United States mail, one (1) business day after

shipment by commercial air courier or the same day as facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday).

13. **Other Authority Superseded.** Upon effectiveness of this Franchise, any and all authority to operate previously granted to Grantee by the City shall be superseded by this Franchise.
14. **Authority.** This Franchise does not authorize the Grantee to operate a cable system or provide video programming, as defined by 47 U.S.C.A § 522 (Supp. 1997). If at any time Grantee wishes to provide services not described in Section 4 of this agreement, Grantee acknowledges that it must enter into a separate franchise agreement with City.
15. **Insurance.**
 - A. The Grantee shall maintain throughout the term of the Franchise, insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Liability (C.S.L) \$2,000,000 General Aggregate
Auto Liability including coverage On all owned, non-owned, and Hired autos	\$1,000,000 per occurrence
Umbrella Liability	\$1,000,000 per occurrence C.S.L.
 - B. The City shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
 - C. The Grantee shall furnish the City with current certificates of insurance evidencing such coverage upon request.
16. **Counterparts.** This Agreement may be executed by the Parties in one or more counterparts.
17. **Revocation and Termination.** In addition to all other rights which the City has pursuant to law or in equity, the City reserves the right to revoke, terminate, or cancel this Franchise, and all rights and privileges pertaining thereto, in the event that Grantee repeatedly violates any material provision of this Franchise. The provisions pertaining to excavation and restoration; provision of City internet

services, removal and relocation, franchise fee and compensation, damages, insurance, and transfer are hereby deemed to be material to the performance of this Franchise. Further, revocation may occur upon the following:

- A. Grantee practicing any fraud upon City or any Subscriber.
- B. Grantee becoming insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt.
- C. Grantee misrepresenting a material fact in the application for or negotiation of, or renegotiation of, or renewal of, this Franchise.

18. Revocation Procedures.

- 18.1 City shall provide Grantee with a written notice stating the cause of the revocation or termination and its intent to terminate or revoke the Franchise. City shall allow Grantee a minimum of thirty (30) days after service of the notice in which to correct or begin substantial correction of the violation. If, at the end of the thirty (30) day period, Grantee has not corrected or made substantial progress towards correction of the matter, the Franchise shall, at the option of City, become null and void, and Grantee shall thereafter be entitled to none of the privileges or rights herein extended to it under this Franchise. City may at its option, pursue any other and different or additional remedy provided to it by law or in equity.
- 18.2 Grantee shall be afforded due process and provided with an opportunity to be heard at a public hearing before the City Council prior to the termination or revocation of the Franchise. The City Council shall hear any persons interested therein, and shall determine, in its sole discretion, whether or not any failure, refusal, or neglect by Grantee has occurred.
- 18.3 Any revocation of this Franchise shall be by formal action of the City Council by ordinance.
- 18.4 For repeated violations of this Franchise occurring without good cause, City may, at its discretion, and in addition to any other remedies provided herein, assess damages against Grantee for failure to adhere to material provisions of this Franchise. In lieu of revocation as described above, damages of One Hundred Dollars (\$100.00) per day for each material violation may be assessed. The imposition of liquidated damages is subject to the notice, hearing, and timeline requirements as provided in this subsection 18. Grantee shall be liable for full payment of all liquidated damages imposed under this Section.

19. **Administrative Fee.** Grantee agrees to pay City the actual costs of administering this Agreement, including the costs related to administrator time spent reviewing drafts, negotiating with Grantee, and the costs of legal review, such amount not to exceed \$500.

City of Newport

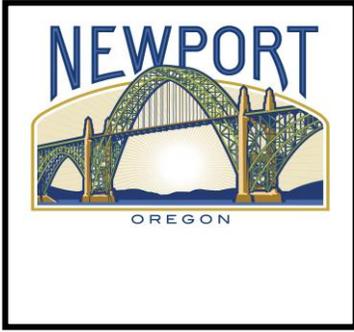
Grantee

By:

By:

Title:

Title:



Agenda Item # VIII.B.
Meeting Date July 15, 2013

CITY COUNCIL AGENDA ITEM SUMMARY
City of Newport, Oregon

Issue/Agenda Title Consideration and possible adoption of a land exchange agreement between the City of Newport, Newport Assisted Living, LLC, and Newport Cottages, LLC

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

ISSUE BEFORE THE COUNCIL: An agreement between the City of Newport, Newport Assisted Living, LLC and Newport Cottages, LLC to exchange property in the vicinity of NE 71st Street. This exchange, along with separate right-of-way acquisitions that the City is pursuing, will extend the public street to a point immediately east of the Salmon Run Apartments (7035 NE Echo Court) and Oceanview Senior Living (525 NE 71st Street) improving access to City owned property where a municipal water storage tank is to be constructed.

STAFF RECOMMENDATION: Staff recommends the Council authorize the agreement.

PROPOSED MOTION: I move that the City approve the land exchange agreement, subject to review by the City Attorney as to form, and authorize the City Manager to sign the document and any related materials needed to complete the transaction.

KEY FACTS AND INFORMATION SUMMARY: The publicly owned portion of NE 71st Street stops immediately west of the Salmon Run Apartments and the Oceanview Senior Living facility. The portion of the road that is in front of these facilities, while publicly accessible, is on privately owned property. The City of Newport plans to construct a new municipal water storage tank and appurtenant utilities on land that it owns at the east end of the privately owned section of NE 71st Street (Tax Lot 1002, Section 20, T10S, R11W). The City owned parcel is 11.6 acres in size and is just outside of the City Limits and Newport Urban Growth Boundary.

The City possesses a 25-foot utility easement across the privately owned segment of NE 71st Street, and uses the easement to access its property. However, now that a water storage tank will be developed on the City parcel, including new utility lines along NE 71st Street, it is timely for the City to acquire the privately owned portion of the street. City staff has approached all of the adjoining property owners, and most are moving forward with a fair market value conveyance of the right-of-way. However, the owners of the Oceanview Senior Living facility have asked that the City convey a portion of its property next to their development in exchange for the NE 71st Street right-of-way along their property frontage. The additional land would give them room to expand their facility, provided they are successful in obtaining approvals to adjust the Urban Growth Boundary and annex the land into the city.

Section 2.25.110 of the Newport Municipal Code provides that the City may exchange property with private entities if it receives at least equal value for the property it transfers. An appraisal, prepared by William Adams, MAI, MRICS, dated March 14, 2013, establishes that the city owned property is approximately 26,580 square feet in size, is zoned Timber-Conservation (T-C), and is valued at \$7,500. The Oceanview property consists of two pieces, one of which is owned by Newport Assisted Living, LLC and the other by Newport Cottages, LLC. Oceanview controls both of these companies. Collectively the two properties, both of which are inside the city limits, are 13,680 square feet in size, are

zoned High Density Multi-Family Residential (R-4), and are valued at \$14,500, pursuant to a separate appraisal prepared by William Adams, MAI, MRICS on March 14, 2013.

A property line adjustment will be required to complete the transaction. While some of the land is inside the city limits, and some is outside, the County has agreed to utilize the City's process. A land exchange agreement has been prepared between the City, Newport Assisted Living, LLC, and Newport Cottages, LLC outlining the steps that must be followed to complete the conveyances, including the responsibilities and costs to the parties.

OTHER ALTERNATIVES CONSIDERED: Not proceeding with the exchange. The owners of the Oceanview Senior Living facility are interested in acquiring the northwest corner of the City property. There are no plans for developing this portion of the site for public purposes. If, as Oceanview has indicated, they intend to expand their existing facility then the positive impact to the economy associated with the construction and ultimate use will be a benefit to the community. Therefore, it is appropriate that the City pursue the exchange even though it would be easier to simply acquire the right-of-way needed along NE 71st Street.

CITY COUNCIL GOALS: None specific to this request.

ATTACHMENT LIST:

Vicinity Map

Draft Exchange Agreement

FISCAL NOTES: Costs to the City for completing the transaction include the preparation of preliminary title reports, title policies, and conveyance deeds along with escrow and recording fees. Staff estimates that these expenditures will not exceed \$1,000. Newport Assisted Living, LLC and Newport Cottages, LLC will incur similar costs for their portion of the exchange.

The City will also pay to Newport Assisted Living, LLC and Newport Cottages, LLC the difference in the appraised value of the land, less the actual costs of completing the property line adjustment. The property line adjustment, including the associated surveying work, preparation of legal descriptions and processing fees is estimated to be about \$2,000. This means the total cost to the City to complete the exchange should be somewhere around \$6,000. There are sufficient budgeted funds associated with the water storage tank project to cover this expense.

Vicinity Map
City Property
TL 1002, Sec 20, T10S, R11W



DATED: _____

BETWEEN: CITY OF NEWPORT (“City”)

AND: NEWPORT ASSISTED LIVING, LLC, an Oregon
Limited Liability Company (“NAL”) and
NEWPORT COTTAGES, LLC, an Oregon Limited
Liability Company (“Cottage”) (collectively, “Oceanview”)

Recitals:

A. City owns the real property and all improvements thereon identified as Tract A on the attached Exhibit A (the “City Property”).

B. Newport Assisted Living, LLC owns the real property and all improvements thereon identified as Tract B on the attached Exhibit A (the “NAL Property”).

C. Newport Cottages, LLC owns the real property and all improvements thereon identified as Tract C on the attached Exhibit A (the “Cottage Property”).

D. The City Property is approximately 26,580 square feet in size, is outside the corporate limits of the City of Newport, is zoned Timber-Conservation (T-C), and is valued at \$7,500, as documented in the appraisal report dated March 14, 2013, issued by William Adams, MAI, MRICS.

E. The NAL Property is approximately 10,690 square feet in size and the Cottage Property is approximately 2,990 square feet in size. Both properties are inside the corporate limits of the City of Newport, are zoned High Density Multi-Family Residential (R-4), and are collectively valued at \$14,500, as documented in the appraisal report dated March 14, 2013, issued by William Adams, MAI, MRICS.

F. Newport Assisted Living, LLC, and Newport Cottages, LLC, known collectively as Oceanview, desires to convey the NAL Property and Cottage Property to the City in exchange for the City Property.

G. City will pay Oceanview the difference in the appraised value of the land, less the cost of completing a property line adjustment required to convey the City property. The cost of preparing a property line adjustment, including associated surveying and processing fees, is estimated to be approximately \$2,000.

H. The parties executing this Simultaneous Exchange Agreement and Escrow Instructions (this “Agreement”) are executing this Agreement for the purposes of agreeing to close the transactions contemplated by this Agreement in accordance with the escrow instructions contained in this Agreement.

Agreements:

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

1. Agreement to Exchange. Subject to the terms and conditions of this Agreement, on the Closing Date (as defined below), the City will exchange the City Property for the NAL and Cottage Properties and Oceanview will exchange the NAL and Cottage Properties for the City Property.

2. Title Reports.

a. City Property Title Report. Within ten days after the date of this Agreement, the City shall deliver to Oceanview a preliminary title report (the "City Preliminary Commitment") from the Title Company (defined below), showing the status of the City's title to the City Property. Oceanview shall have 30 days after receipt of a copy of the City Preliminary Commitment together with complete and legible copies of the documents shown in the City Preliminary Commitment as exceptions to title to give notice in writing to the City of any objection to such title or to any liens, encumbrances or other exceptions affecting title to the City Property. In the event Oceanview fails to raise any such objection within such time period, all conditions and exceptions to title set forth in the City Preliminary Commitment shall be "City Permitted Exceptions." In the event Oceanview objects to an exception(s) to title, the City shall be obligated to notify Oceanview within 15 days after receipt of notice of such objection whether the City is willing and able to remove such exception(s) (the "City Response Notice"). If the City is willing and able to remove such exception(s), the City shall do so at or prior to Closing, and all remaining exceptions set forth in the City Preliminary Commitment and agreed to by Oceanview shall be "City Permitted Exceptions." In all events the City shall be obligated to remove all liens, encumbrances, assessments, and other monetary obligations affecting the City Property at or prior to Closing. If the City is not willing and able to remove the objected-to exception(s), Oceanview may terminate this Agreement by written notice given to the City within 15 days after receipt of the City Response Notice or Oceanview may elect to acquire the City Property subject to such exception(s) in which case such exception(s) and all remaining exceptions set forth in the City Preliminary Commitment and not removed or to be removed pursuant to this Section 2(a) shall be "City Permitted Exceptions."

b. Oceanview Title Report. Within ten days after the date of this Agreement, Oceanview shall deliver to the City a preliminary title report (the "Oceanview Preliminary Commitment") from the Title Company, showing the status of Oceanview's title to the NAL and Cottage Properties. The City shall have 30 days after receipt of a copy of the Oceanview Preliminary Commitment together with complete and legible copies of the documents shown in the Oceanview Preliminary Commitment as exceptions to title to give notice in writing to Oceanview of any objection to such title or to any liens, encumbrances or other exceptions affecting title to the NAL and Cottage Properties. In the event the City fails to raise any such objection within such time period, all conditions and exceptions to title set forth in the Oceanview Preliminary Commitment shall be "Oceanview Permitted Exceptions." In the event the City objects to an exception(s) to title, Oceanview shall be obligated to notify the City within

15 days after receipt of notice of such objection whether Oceanview is willing and able to remove such exception(s) (the “Oceanview Response Notice”). If Oceanview is willing and able to remove such exception(s), Oceanview shall do so at or prior to Closing, and all remaining exceptions set forth in the Oceanview Preliminary Commitment and agreed to by the City shall be “Oceanview Permitted Exceptions.” In all events Oceanview shall be obligated to remove all liens, encumbrances, assessments, and other monetary obligations affecting the NAL and Cottage Properties at or prior to Closing. If Oceanview is not willing and able to remove the objected-to exception(s), the City may terminate this Agreement by written notice given to Oceanview within 15 days after receipt of the Oceanview Response Notice or the City may elect to acquire the NAL and Cottage Properties subject to such exception(s) in which case such exception(s) and all remaining exceptions set forth in the Oceanview Preliminary Commitment and not removed or to be removed pursuant to this Section 2(b) shall be “Oceanview Permitted Exceptions.”

3. Property Line Adjustment. Oceanview and the City will jointly apply for approval of the property line adjustment needed to convey the City Property to Oceanview. City shall obtain the necessary surveys and, with Oceanview’s assistance and cooperation, shall prepare and file the application and diligently pursue obtaining all necessary governmental approvals of the property line adjustment.

4. Closing. Closing of the simultaneous exchange (the “Closing”) shall take place through an escrow with Western Title & Escrow Company, 255 SW Coast Highway, Newport, Oregon 97365 (the “Title Company”). Subject to the terms and conditions of this Agreement, Closing shall occur on a date selected by the City and Oceanview which shall be no later than 30 days after final approval of the property line adjustment by all applicable governmental agencies (the “Closing Date”)

5. Events at Closing.

a. Oceanview. At or prior to Closing, Oceanview shall cause the following to be delivered, in escrow, to the Title Company: (i) a right-of-way dedication deed executed and acknowledged by Oceanview (the “Oceanview Deed”), conveying the NAL and Cottage Properties to the City, free and clear of encumbrances created or suffered by Oceanview except for the Oceanview Permitted Exceptions, (ii) an affidavit that Oceanview is not a foreign person, in a form that satisfies the requirements of Section 1445 of the Internal Revenue Code, and (iii) Oceanview’s closing costs.

b. City. At or prior to Closing, the City shall cause the following to be delivered, in escrow, to the Title Company: (i) a statutory special warranty deed (the “City Deed”), conveying the City Property to Oceanview, free and clear of encumbrances created or suffered by the City except for the City Permitted Exceptions, (ii) an affidavit that the City is not a foreign person, in a form that satisfies the requirements of Section 1445 of the Internal Revenue Code, and (iii) the City’s closing costs.

c. Closing Instructions. The parties shall execute such closing instructions as the Title Company reasonably requests in connection with the transactions contemplated by this Agreement; provided, however, if any of the terms or provisions contained in such closing

instructions are inconsistent with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control.

6. Closing Costs.

a. Oceanview. Oceanview shall pay the cost of obtaining the City Title Policy (defined below), one-half of the Title Company's escrow fees, and the cost of recording the City Deed. Further, Oceanview shall pay the costs, if any, to remove the City Property from any special or deferred tax designation or status including the forest land status.

b. City. City shall pay the cost of obtaining the Oceanview Title Policy (defined below), one-half of the Title Company's escrow fees, and the cost of recording the Oceanview Deed.

7. Prorations. All current taxes, assessments, and utilities shall be prorated between City and Oceanview as of the Closing Date in accordance with typical practice in Newport, Oregon.

8. Title Insurance. Oceanview shall, at its expense, cause the Title Company to issue to City as soon as practicable after Closing, an ALTA standard owner's policy of title insurance, in the amount of \$14,500, insuring fee simple title in the NAL and Cottage Properties as vested in the City, subject to the Oceanview Permitted Exceptions and the Title Company's standard printed exceptions (the "City Title Policy"), and the City shall, at its expense, cause the Title Company to issue to Oceanview, as soon as practicable after Closing, an ALTA standard owner's policy of title insurance, in the amount of \$7,500, insuring fee simple title to the City Property as vested in Oceanview, subject to the City Permitted Exceptions and the Title Company's standard printed exceptions (the "Oceanview Title Policy").

9. Possession. Oceanview shall deliver exclusive possession of the NAL and Cottage Properties to the City at Closing. The City shall deliver exclusive possession of the City Property to Oceanview at Closing.

10. Delivery of Documents.

a. City. Upon execution of this Agreement, the City shall deliver to Oceanview legible and true copies of the following items pertaining to the City Property to the extent such items are in the City's possession: the most recent tax bill for the City Property and all contracts, plans, reports, studies, tests, agreements, leases, licenses, surveys, governmental permits, correspondence with any governmental authority, and other documents pertaining to the City Property, the condition of the City Property, or to the use, operation or development of the City Property.

b. Oceanview. Upon execution of this Agreement, Oceanview shall deliver to the City legible and true copies of the following items pertaining to the NAL and Cottage Properties to the extent such items are in Oceanview's possession: the most recent tax bill for the NAL and Cottage Properties and all contracts, plans, reports, studies, tests, agreements, leases, licenses, surveys, governmental permits, correspondence with any governmental authority, and other documents pertaining to the NAL and Cottage Properties, the condition of

the NAL and Cottage Properties , or to the use, operation or development of the NAL and Cottage Properties .

11. Representations and Warranties.

a. By the City. The City represents, warrants and covenants the following:

(1) The City has the authority to convey the City Property to Oceanview. This Agreement has been duly authorized, executed, and delivered by the City and does not violate or has not violated any provision of any agreement or judicial order to which the City is a party or to which the City or the City Property is subject.

(2) To the best of the City's actual knowledge without inquiry, there is no condemnation, environmental, zoning or other proceeding either instituted or planned to be instituted, which could detrimentally affect the use, development, or operation of the City Property or the value of the City Property, nor has the City received notice of any special assessment proceeding affecting the City Property. The City Property is not subject to any special tax status.

(3) To the best of the City's actual knowledge, the City Property is being operated in full compliance with all laws, orders, rules, ordinances, regulations, and governmental requirements (collectively, "Laws"). The City has complied with all licenses, permits, and easements affecting the City Property. The City has not received any notice of violation of any Law affecting the City Property, and the City actually knows of no fact which would constitute grounds for receiving any such notice. Neither the City nor, to the City's actual knowledge, any third party has used, generated, manufactured, produced, stored, or disposed of on, under, or about the City Property or transported to or from the City Property any flammable explosive, asbestos, radioactive material, hazardous waste, material, or substance, toxic substance, pollutant, oil, or contaminant, as defined by any Law.

(4) There is no litigation, action, suit, or proceeding pending or threatened against the City or affecting the City Property nor is there any basis for any such proceeding which, if adversely determined, might affect the use or operation of the City Property for its intended purpose or the value of the City Property or adversely affect the ability of the City to perform its obligations under this Agreement.

(5) There is no lease or other occupancy agreement pertaining to the City Property in effect which will bind the City Property or Oceanview on or after the Closing Date. The City has not committed nor obligated itself in any manner whatsoever to sell or lease the City Property to any party other than Oceanview.

(6) No special tax, regular or special assessment, license, fee, impact or development fee, levy, late-comer charge, mitigation payment, lien, or charge (individually and collectively a "Charge") has been imposed against the City Property or the City by any governmental, quasi-governmental, public, quasi-public, utility, transportation or other entity, authority or agency (individually and collectively an "Agency"). The City has not entered into any agreement or understanding with respect to any Charge which may now or hereafter, directly or indirectly, be imposed on the City Property or become an obligation of the owner of the City

Property. The City has not agreed to install, construct, modify, repair or improve any improvement for or on behalf of any Agency, the cost of which may now or hereafter, directly or indirectly, be imposed on the City Property or become an obligation of the owner of the City Property.

b. By Oceanview. Oceanview represents, warrants, and covenants the following:

(1) Oceanview has the authority to convey the NAL and Cottage Properties to the City. This Agreement has been duly authorized, executed, and delivered by Oceanview and does not violate or has not violated any provision of any agreement or judicial order to which Oceanview is a party or to which Oceanview or the NAL and Cottage Properties Property is subject.

(2) Except for liens that the Oregon Housing and Community Services Department will need to release prior to conveyance, to the best of Oceanview's actual knowledge without inquiry, there is no condemnation, environmental, zoning or other proceeding either instituted or planned to be instituted, which could detrimentally affect the use, development, or operation of the NAL and Cottage Properties or the value of the NAL and Cottage Properties, nor has Oceanview received notice of any special assessment proceeding affecting the NAL and Cottage Properties.

(3) To the best of Oceanview's actual knowledge, the NAL and Cottage Properties are being operated in full compliance with all Laws. Oceanview has complied with all licenses, permits, and easements affecting the NAL and Cottage Properties. Oceanview has not received any notice of violation of any Law affecting the NAL and Cottage Properties, and Oceanview actually knows of no fact which would constitute grounds for receiving any such notice. Neither Oceanview nor, to Oceanview's actual knowledge, any third party has used, generated, manufactured, produced, stored, or disposed of on, under, or about the NAL and Cottage Properties or transported to or from the NAL and Cottage Properties any flammable explosive, asbestos, radioactive material, hazardous waste, material, or substance, toxic substance, pollutant, oil, or contaminant, as defined by any Law.

(4) There is no litigation, action, suit, or proceeding pending or threatened against Oceanview or affecting the NAL and Cottage Properties nor is there any basis for any such proceeding which, if adversely determined, might affect the use or operation of the NAL and Cottage Properties for its intended purpose or the value of the NAL and Cottage Properties or adversely affect the ability of Oceanview to perform its obligations under this Agreement.

(5) There is no lease or other occupancy agreement pertaining to the NAL and Cottage Properties in effect which will bind the NAL and Cottage Properties or the City on or after the Closing Date. Oceanview has not committed nor obligated itself in any manner whatsoever to sell or lease the NAL and Cottage Properties to any party other than the City.

(6) No Charge has been imposed against the NAL and Cottage Properties or Oceanview by any Agency. Oceanview has not entered into any agreement or understanding with respect to any Charge which may now or hereafter, directly or indirectly, be imposed on the NAL and Cottage Properties or become an obligation of the owner of the NAL and Cottage Properties. Oceanview has not agreed to install, construct, modify, repair or improve any improvement for or on behalf of any Agency, the cost of which may now or hereafter, directly or indirectly, be imposed on the NAL and Cottage Properties or become an obligation of the owner of the NAL and Cottage Properties.

12. General Provisions.

- a. Time. Time is of the essence of this Agreement.
- b. Successors. The terms of this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- c. Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not limit such party's right thereafter to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach or a waiver of such provision itself.
- d. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- e. Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.
- f. Survival; No Merger. The obligations contained in this Agreement shall not merge with transfer of title but shall remain in effect until fulfilled. All representations, warranties, and obligations set forth in this Agreement shall survive Closing and shall be fully enforceable thereafter.
- g. Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.
- h. Complete Agreement. This Agreement constitutes the complete agreement of the parties with respect to the subject matter of this Agreement, except any contemporaneous written agreement between the parties relating to the same, and supersedes and replaces all prior oral and written agreements.

i. Notices. Any notice or other communication in connection with this Agreement shall be in writing and shall be sent by United States Certified Mail, return receipt requested, postage prepaid, by nationally recognized overnight courier guaranteed next day delivery, or by personal delivery, properly addressed as follows:

If to Oceanview: Westmont Living
Attn: Andrew S. Plant
7660 Fay Avenue, Suite N
La Jolla, CA 92037

If to the City: City of Newport
Attn: City Manager
169 SW Coast Highway
Newport, OR 97365

With a copy to: City of Newport
Attn: Derrick I. Tokos
169 SW Coast Highway
Newport, OR 97365

j. Land Use Disclaimer. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

k. Further Assurances. The City and Oceanview shall execute any and all instruments and documents and take all actions pursuant to the provisions of this Agreement as the other party may reasonably request, which are reasonably necessary to carry out the intent and purpose of this Agreement.

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

m. Force Majeure. Neither party shall be liable to the other party under this Agreement to the extent such party is unable to fulfill, or is delayed in fulfilling, any of its obligations under this Agreement by reason of strike, other labor trouble, governmental preemption of priorities or other controls in connection with a national or other public emergency or shortages of fuel, supplies or labor resulting therefrom, or any other cause, whether similar or dissimilar, beyond such party's reasonable control.

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

CITY: CITY OF NEWPORT

By: _____
Name: _____
Title: _____

OCEANVIEW: NEWPORT ASSISTED LIVING, LLC, an Oregon Limited Liability Company

By: _____
Name: _____
Title: _____

NEWPORT COTTAGE, LLC, an Oregon Limited Liability Company

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT AND CONSENT:

The undersigned hereby acknowledges receipt of this Agreement, and consents to act in accordance with this Agreement.

WESTERN TITLE & ESCROW COMPANY

By: _____
Name: _____
Title: _____



Agenda Item # VIII.C.
Meeting Date July 10, 2013

CITY OF NEWPORT
AGENDA ITEM SUMMARY
City of Newport, Oregon

Issue/Agenda Title: Notice of Intent to Award Newport Municipal Airport (ONP) 2013 ARFF Truck Procurement; Notice of Intent to Award Newport Municipal Airport (ONP) 2013 ARFF Truck Equipment Procurement.

Prepared By: Melissa Román Dept Head Approval: _____ City Mgr Approval: _____

Issue Before the Council:

Notice of Intent to Award the Newport Municipal Airport (ONP) 2013 ARFF Truck Procurement.
Notice of Intent to Award the Newport Municipal Airport (ONP) 2013 ARFF Truck Equipment Procurement.

Staff Recommendation:

Staff recommends awarding the Newport Municipal Airport (ONP) 2013 ARFF Truck Procurement to Rosenbauer Minnesota for \$236,042.00.

Staff recommends awarding the Newport Municipal Airport (ONP) 2013 ARFF Truck Equipment Procurement to L.N. Curtis & Sons in the amount of \$25,223.50.

Proposed Motions:

I move that the Newport City Council authorize the Public Works Department to issue a Notice of Intent to Award the Newport Municipal Airport (ONP) 2013 ARFF Truck Procurement contract to Rosenbauer Minnesota in the amount of \$236,042.00, and contingent upon no protest, and award of FAA AIP discretionary grant funds for procurement of said ARFF Truck, authorize award and direct the City Manager to execute the contract on behalf of the Newport City Council.

I move that the Newport City Council authorize the Public Works Department to issue Notice of Intent to Award the Newport Municipal Airport (ONP) 2013 ARFF Truck Equipment Procurement contract to L.N. Curtis & Sons in the amount of \$25,223.50, and contingent upon no protest and award of FAA AIP discretionary grant funds for procurement of said ARFF Truck Equipment, authorize award and direct the City Manager to execute the contract on behalf of the Newport City Council.

Key Facts and Information Summary:

The existing ARFF truck has reached the end of its service life. One of the City Council's goals for Fiscal Year 13/14 is to replace the existing ARFF truck.

Bids were opened Thursday, June 20, 2013, at 2:00 P.M. for the Newport Municipal Airport (ONP) 2013 ARFF Truck Procurement Project. The results are shown below:

<u>Contractor</u>	<u>Bid</u>
Rosenbauer Minnesota	\$236,042.00
Cascade Fire and Safety	\$239,403.00

The apparent responsive low bidder is Rosenbauer Minnesota with a bid amount of \$236,042.00.

Price quotes for the ARFF Truck equipment were requested from:

<u>Company</u>	<u>Quote</u>
L.N. Curtis & Sons	\$25,223.50
Cascade Fire Equipment	Non-Responsive
Municipal Emergency Services	\$4,506.05 (Incomplete)

The apparent responsive low bidder is L.N. Curtis & Sons with a bid amount of \$25,223.50.

Other Alternatives Considered:

All proposed purchasing is within the overall project budget. If FAA AIP Discretionary funding is not awarded the City of Newport, no contract will be awarded to either Rosenbauer Minnesota or L.N. Curtis & Sons.

City Council Goals:

Airport, Fiscal Year 13/14, (A) Replace AARF truck.

Attachment List:

WHPacific, Inc Bid Results and Award Recommendation letter.

Fiscal Notes:

The money for this project is accounted for in the Airport budget.



July 02, 2013

Melissa Roman
City of Newport
169 SW Coast Hwy
Newport, OR 97365

RE: Bid Results and Award Recommendation
Newport Municipal Airport
2013 ARFF Truck Procurement Project

Dear Melissa,

The intent of this letter is to summarize the public bids received on the above project, report on our analysis of the bids' information, and provide an award recommendation.

Pursuant to a published "Invitation to Bid" on the project, public bids were received/opened by the City of Newport (City) on June 20th, 2013. The City received 2 bids. The low bidder was Rosenbauer Minnesota with a bid price of \$236,042.00. Cascade Fire and Safety was the other bidder with a bid price of \$239,403.00. See attached for the bid tabulation.

We have reviewed the proposals for completeness and conformance to specifications and have found the bid proposal from Rosenbauer Minnesota to be a complete responsive bid. It is our opinion that the total bid price is reasonable and we recommend that the project be awarded to Rosenbauer Minnesota for the amount of \$236,042.00.

Regarding the additional equipment approved to outfit the ARFF Truck, the City has solicited quotes from 3 suppliers. See attached for the bid tab. After reviewing the quotes, only one bidder was fully responsive with all equipment, L.N. Curtis & Sons with a total of \$25,223.50. It is our opinion that the prices are reasonable and that the City should procure the additional equipment through L.N. Curtis & Sons in the amount of \$25,223.50.

Sincerely,

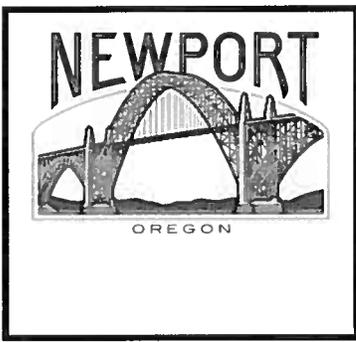
WHPacific, Inc.

Rainse Anderson, P.E.

Project Manager, Director of Aviation

Enclosure

cc: Project # 037637
Kevin - FAA SEA/ADO



Agenda Item # VIII. D
Meeting Date: July 15, 2013

CITY COUNCIL AGENDA ITEM SUMMARY
City Of Newport, Oregon

Issue/Agenda Title: Consideration Resolution No. 3633 Calling for an Election on the Issuance of General Obligation Bonds for a New Municipal Swimming Pool and Adopting a Ballot Title and Explanatory Statement

Prepared By: Protiva Dept Head Approval: jp City Manager Approval: _____

Issue before the Council: The current municipal pool has provided 50 years of service to the community and is currently experiencing symptoms of an aging facility. The Parks and Recreation Advisory Committee, working with staff, Robertson Sherwood Architects (a firm that specializes in municipal facilities), and the public, have identified needs and solutions to define the conceptual design and budget estimates to provide for replacement of the current municipal pool.

Staff Recommendation: Staff recommends adopting Resolution No. 3633 to allow the citizens of Newport to vote on the general obligation bond that would provide funding for construction of a new indoor municipal pool located next to the Newport Recreation Center.

Proposed Motion: I move to adopt Resolution No. 3633 calling for an election on the issuance of general obligation bonds for a new municipal swimming pool and adopting a ballot title and explanatory statement.

Key Facts and Information Summary: The Parks and Recreation Advisory Committee agreed to move forward with the conceptual design to meet the current and future swimming and therapeutic needs of the community and secure funding to construct an indoor municipal pool next to the Recreation Center. Aspects desirable in the current plan will include better access, spectator capacity, and larger warm water pool, and eight lanes for lap swimming that can be cooler.

Other Alternatives Considered: Throughout the design process numerous configurations and desires were entertained. With mindful consideration of overall expense versus need, the current design is being proposed. There are two project enhancements that are deemed important but are not specifically budgeted for in the construction cost portion of the project budget. These items include a green roof deck and a water slide. Both of these items are considered to be important and desired and will be included in the final product if there are sufficient unexpended funds in contingency line items. If the project is not able absorb these costs then they will not be considered.

City Council Goals: Address the issue of replacing the aquatic facility (municipal pool)

Attachment List: Resolution No. 3633
General Obligation Bonds Levy Rate Analysis

Site Plan Option A1
Conceptual Design Project Budget

Fiscal Notes: The 2013/2014 Parks and Recreation budget will not be impacted by this action. This general obligation bond would impact the current rate at \$.45 per thousand dollars of assessed value.

CITY OF NEWPORT
RESOLUTION NO. 3633

**A Resolution Calling for an Election on the
Issuance of General Obligation Bonds to
Provide for a New Municipal Swimming Pool and
Adopting a Ballot Title and Explanatory Statement**

Findings

- A. The city's existing swimming pool was built in 1965 and has not undergone a comprehensive renovation since that time. In a November 2007 study, Robertson Sherwood Architects opined that the existing facility and systems were nearing the end of their useful life. The study stated:
- Most of the existing pool systems need specific improvements in order to meet code standards, serviceability requirements and the long-term recreational needs of Newport residents;
 - If the existing pool were renovated, extensive remodeling and updating would be required;
 - Even with all the improvements recommended in the study and in spite of the projection of the facility lasting another 30 years, the likely growth in the community and the likely community desire for expanded aquatics opportunities suggest that the community begin planning for a replacement facility at another site. The existing site is barely adequate for the current program, and minor additions (parking aside) would not be adequate for an expanded facility with on-site parking;
 - The locker rooms and staff office areas are marginal at best;
 - Parking is a major functional issue at the existing site and is not easily remedied;
 - Estimates for renovating the existing pool, in 2007, ranged from \$1-1.5 million for a 15-20 year life remaining and \$2-2.5 million and up for a 30-year life remaining. Those estimated costs do not include the cost of land acquisition and parking development.
- B. City records show that use of the existing pool has increased over the years, serving a wider audience including families, seniors, disabled persons, and the high school and age group swim teams. In response to public request, the city continues to develop and expand new pool programs.

- C. On March 15, 2010, the City Council adopted Resolution No. 3496 which directed city staff to pursue replacement of the existing pool with a new pool located adjacent to the Recreation Center, subject to the approval of a bond measure and associated levy by the voters. The Council authorized that \$25,000 be used for conceptual drawings and a cost estimate for the pool. City staff was directed to develop language to place a bond measure and associated levy to provide for the financing of a new municipal swimming pool before the voter in November, 2010.
- D. On November 2, 2010, the voters of the City of Newport voted against the bond measure and associated levy that would have provided for the financing of a new municipal swimming pool.
- E. In 2013, the City Council directed staff to update the existing plans and set preliminary milestones related to the construction of a new swimming pool financed through a General Obligation bond:
- Adopt ballot title and develop ballot measure information - by August 5, 2013;
 - Present the issue to the public - August 2013 - November 2013;
 - Vote on bond measure to finance pool - November 5, 2013;
 - Develop RFP and select design firm - December 2013 - February 2014;
 - Design pool - March 2014 - October 2014;
 - Bid and award construction of pool - November 2014 - January 2015;
 - Construct pool facility - February 2015 - July 2016.
- F. The Newport Recreation Center was originally designed to allow for expansion to include a municipal swimming pool (lap pool, diving well, and warm water pool) that would take advantage of existing amenities including locker rooms, control desk, security, and parking. The architects believe that the addition of a pool to the south of the Recreation Center would create recreation opportunities that benefit both the Center and a pool facility including: centralized locations, ease for visitors to find, shared support facilities including locker and multi-purpose rooms, and access to current recreation staff and administration creating greater efficiencies.
- G. The conceptual design provided by Robertson/Sherwood Architects in May 2013 provides four options for consideration: an eight lane indoor pool with various seating options was chosen by the Parks and Recreation Advisory Committee. The options contemplate:
- An indoor pool with deck area and spectator seating;

- A warm water pool with depths ranging from zero inches to six feet deep and wading and seating areas;
- Expansion of existing locker rooms of the Newport Recreation Center and reconfiguration of the existing rooms to allow access to the natatorium;
- Reconfiguration and renovation of some existing space to tie the pool in functionally with the Recreation Center; and
- Mechanical/electrical support spaces for a boiler room, pump pits, surge pits, and space for related systems.

The conceptual design project budget estimate costs are \$7,973,486.

H. The current planned location of the new pool would not require the acquisition or purchase of property by the city.

Based on these findings,

THE CITY OF NEWPORT RESOLVES AS FOLLOWS:

- Section 1. An election is called in and for the City of Newport for the purpose of submitting to the legal voters of the city the following question:
- Shall the City of Newport authorize \$7.9 million in General Obligation bonds to provide for a new municipal swimming pool?
- Section 2. Tuesday, November 5, 2013, is designated as the date for holding the election on the question stated in Section 1.
- Section 3. The election will be conducted by the Lincoln County Elections Department.
- Section 4. The precincts for the election shall include all territory within the City of Newport and no other territory.
- Section 5. The ballot title to appear on the ballot shall be substantially the same form as that provided in Attachment A.
- Section 6. The Council adopts the Explanatory Statement for the Voters' Pamphlet in substantially the same form as attached to this resolution as Attachment B.
- Section 7. The City Recorder and other staff shall take all necessary steps to effectuate this resolution, including finalizing documents and providing information to the County Elections Officer to ensure compliance with all applicable state laws.

Section 8. Pursuant to ORS 250.285(2), the City Elections Officer shall forward two copies of this adopted resolution to the City Attorney, and the City Attorney shall provide a final form of the ballot title to the City Elections Officer and City Council. Pursuant to ORS 250.275(5), upon receiving the final form of the ballot title from the City Attorney, the City Elections Officer shall publish in the next available edition of the Newport News-Times, or in some other newspaper of general circulation within the city, a notice of receipt of the ballot title and election, including a statement that an elector may file a petition for review of the ballot title pursuant to ORS 250.296, not later than the seventh (7th) business day after the title is filed with the City Elections Officer. The notice shall be in substantially the form attached hereto as Attachment C.

Section 9. Pursuant to ORS 254.095(2), the city directs the City Elections Officer to transfer the caption, question, and summary information to a "Notice of City Measure Election," form SEL802 (or any replacement form approved by the Oregon Secretary of State) and to file that form and the explanatory statement substantially in the form attached as Attachments A, B, and C with the Lincoln County Elections Officer not earlier than the eighth (8th) business day after the date Attachment A is filed with the City Elections Officer and not later than September 5, 2013.

Section 10. This resolution is effective immediately upon passage.

Adopted by the Newport City Council on July 15, 2013.

Sandra N. Roumagoux, Mayor

ATTEST:

Margaret M. Hawker, City Recorder

ATTACHMENT A

BALLOT TITLE

CAPTION

General Obligation Bonds for New Indoor Municipal Swimming Pool

QUESTION

Shall the City of Newport authorize \$7.9 million in General Obligation bonds to provide for a new municipal swimming pool?

If the bonds are approved, they will be payable from taxes on property or property ownership that are not subject to the limits of sections 11 and 11b, Article XI, of the Oregon Constitution.

SUMMARY

The city would issue up to \$7.9 million of General Obligation bonds to provide for a new indoor municipal swimming pool and related systems, facilities, and improvements, and to pay fees associated with issuing the bonds. The bonds may be issued in more than one series and each series would mature over a period not to exceed 20 years.

The current plan is that the new pool would be located adjacent to the existing Newport Recreation Center and share resources with the Center including locker rooms, control desk, security, and parking. The current planned location of the new pool would not require the acquisition or purchase of property by the city.

ATTACHMENT B

EXPLANATORY STATEMENT

A 2007 study found that the existing pool is at or near the end of its useful life. The current plan is that the new indoor municipal swimming pool would be located adjacent to (south of) the Newport Recreation Center on existing city property and would share Center amenities including locker rooms, control desk, security, and parking. The current planned location of the new pool would not require the acquisition or purchase of property by the city.

The city would issue up to \$7.9 million of General Obligation bonds, which would be repaid through additional property taxes. Bond proceeds would pay for a new municipal swimming pool and related systems, facilities, and improvements. The additional property tax would not be subject to the maximum tax rate limitation established by state law.

If the measure is approved, it is estimated that the tax rate would increase approximately \$.46 per \$1,000 of assessed value which would result in an increase in annual taxes in the amount of \$92 on property with an assessed value of \$200,000. Actual rates paid will depend upon interest rates at which the bonds are sold and the growth in assessed value of individual properties. It is estimated that each series of the bonds would remain in effect for 20 years.

ATTACHMENT C

NOTICE OF RECEIPT OF BALLOT TITLE AND ELECTION

Notice is hereby given that the City of Newport has called a measure election for November 5, 2013 to submit to the city voters the question of issuing General Obligation bonds. A ballot title for that measure was filed with the City Elections Officer on _____. The ballot title caption is "General Obligation Bonds for a New Municipal Pool. An elector may file a petition for review of this ballot title in the Lincoln County Circuit Court no later than 5:00 P.M. on August 27, 2013.

Signature of City Elections Officer

Date Signed

This legal notice is to be published by the City Elections Officer in the Newport News-Times, Newport, Oregon, or in another paper of general circulation within the city.

DRAFT



City of Newport

General Obligation Bonds Levy Rate Analysis

Carol Samuels
Senior Vice President
(503) 275-8301
csamuels@snwsc.com

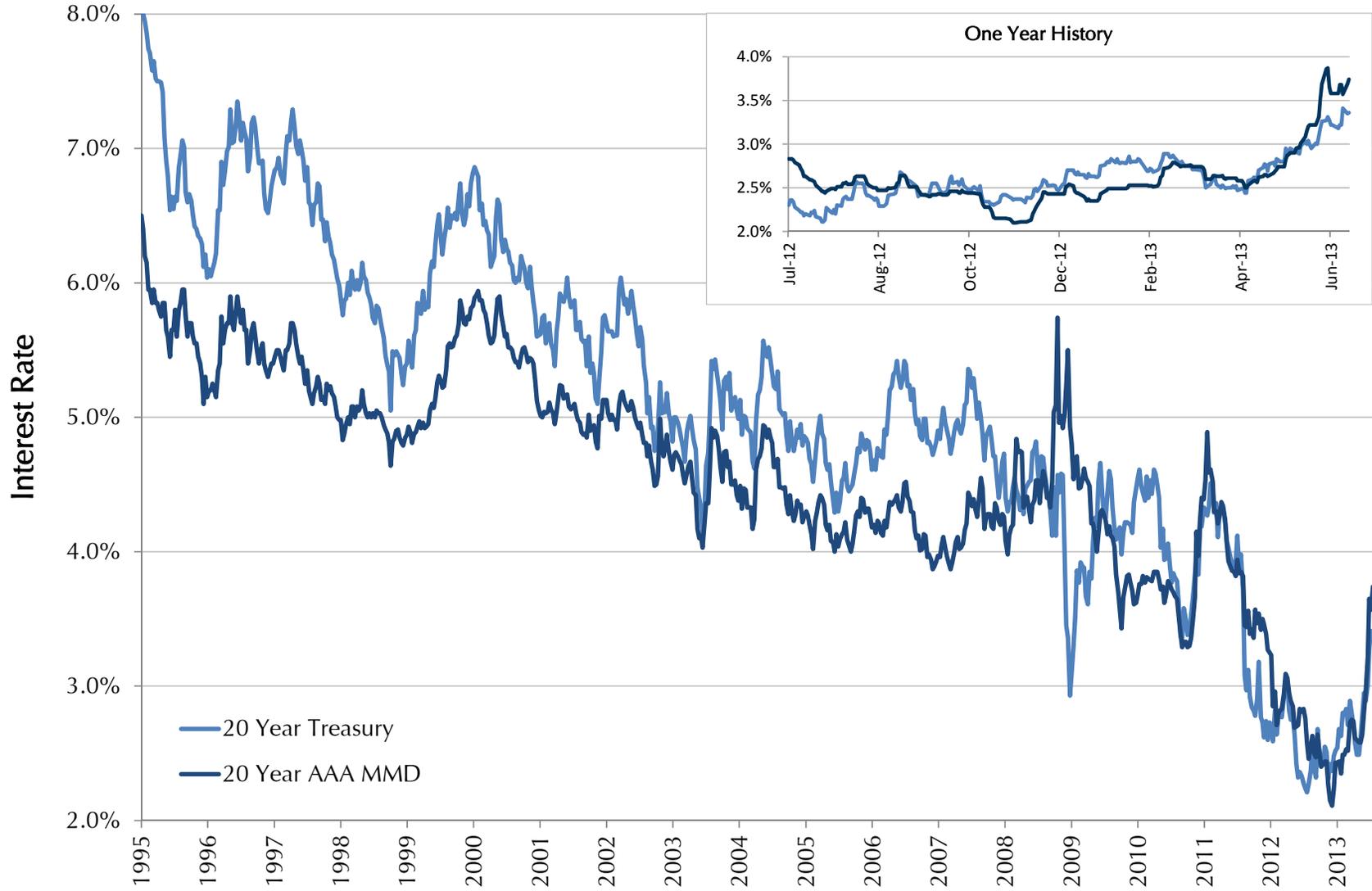
Jennifer Wilson
Associate
(503) 275-8309
jwilson@snwsc.com

July 11, 2013



HISTORICAL INTEREST RATES

20 Year Tax-Exempt (AAA MMD) vs. 20 Year Treasury Rates



CITY OF NEWPORT Historical Property Values

Fiscal Year	M5 Real Market Value	Total Assessed Value	Urban Renewal Excess	Net Assessed Value	% AV Growth
2013	\$ 1,560,311,465	\$ 1,195,467,310	\$ 120,811,520	\$ 1,074,655,790	1.36%
2012	1,649,057,216	1,179,423,536	118,267,110	1,061,156,426	1.14%
2011	1,801,795,380	1,166,132,304	147,678,310	1,018,453,994	2.34%
2010	1,893,766,578	1,139,514,427	279,430,215	860,084,212	4.41%
2009	1,923,363,137	1,091,420,957	266,404,235	825,016,722	4.75%
2008	1,764,058,247	1,041,965,587	243,179,735	798,785,852	6.10%
2007	1,512,241,310	982,090,580	217,246,505	764,844,075	4.95%
2006	1,147,781,120	935,811,420	206,123,355	729,688,065	3.80%
2005	1,059,512,347	901,587,930	197,778,590	703,809,340	3.81%
2004	992,553,508	868,526,278	189,765,855	678,760,423	2.15%
2003	982,185,526	850,286,474	202,595,920	647,690,554	2.67%
2002	981,799,741	828,143,101	194,790,414	633,352,687	5.40%
2001	961,827,294	785,740,953	181,124,520	604,616,433	--

Source: Lincoln County Department of Assessment and Taxation

The City's Measure 5 Real Market Value for Fiscal Year 2013 is \$1,560,311,465. ORS 287A.050 establishes the limit on bonded indebtedness for cities at 3.0% of Measure 5 Real Market Value.

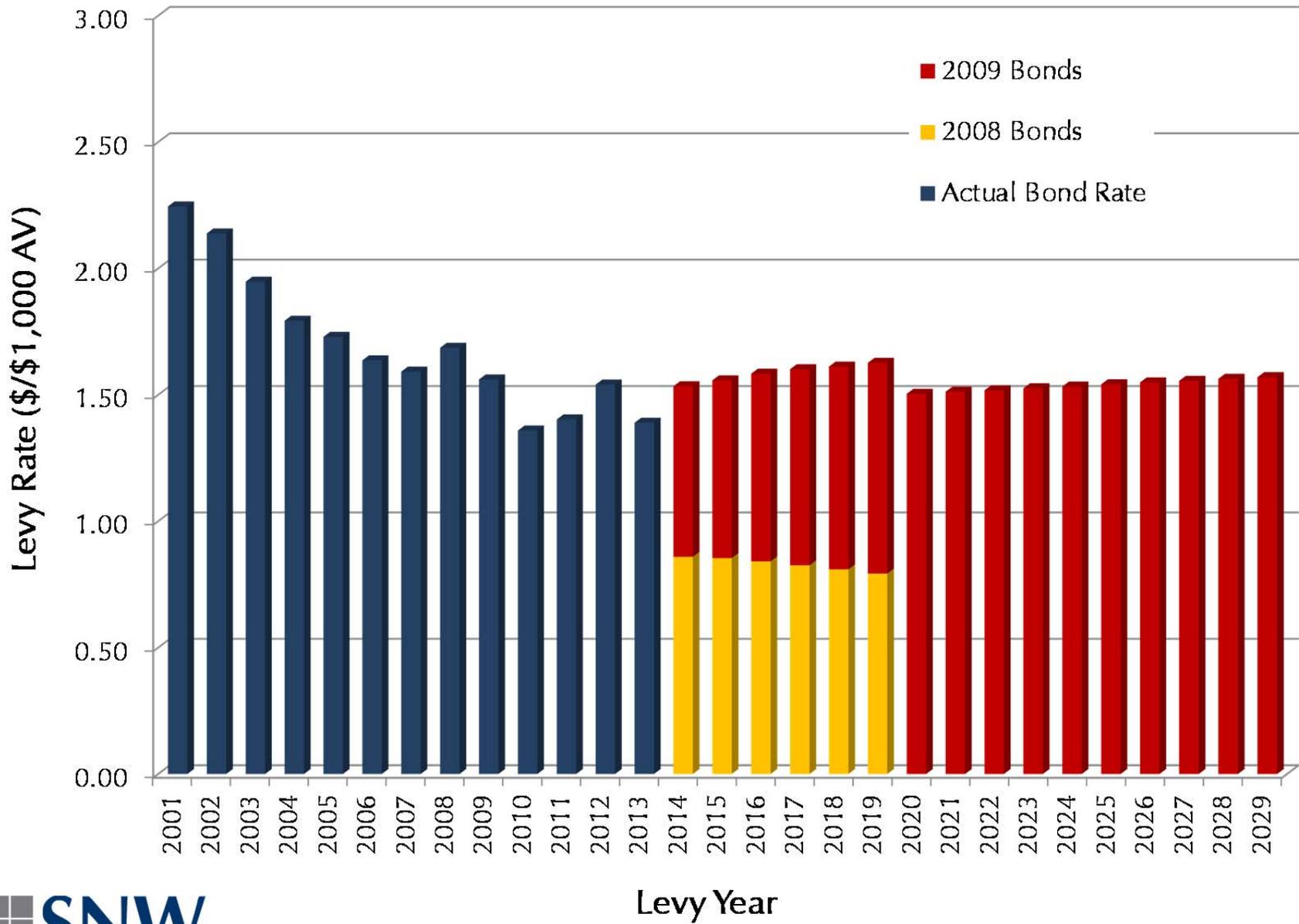
As of Fiscal Year 2013, the City's limit on bonded indebtedness is \$46,809,344.



CITY OF NEWPORT
Outstanding General Obligation Bonds

Purpose	Date of Issue	Date of Maturity	Amount Issued	Amount Outstanding
General Obligation Bonds:				
Series 2008 Advance refunding of Series 1999 GO Bonds	04/16/08	02/01/19	\$ 7,470,000	\$ 4,990,000
Series 2009 New water treatment plant & water system improvements	03/31/09	06/01/29	15,895,541	15,060,541
Total General Obligation Bonds				<u>\$ 20,050,541</u>

CITY OF NEWPORT
 Outstanding General Obligation Bonds – Actual and Projected Levy Rates



CITY OF NEWPORT

General Obligation Bonds, Series 2014 – Summary of Structuring Scenarios

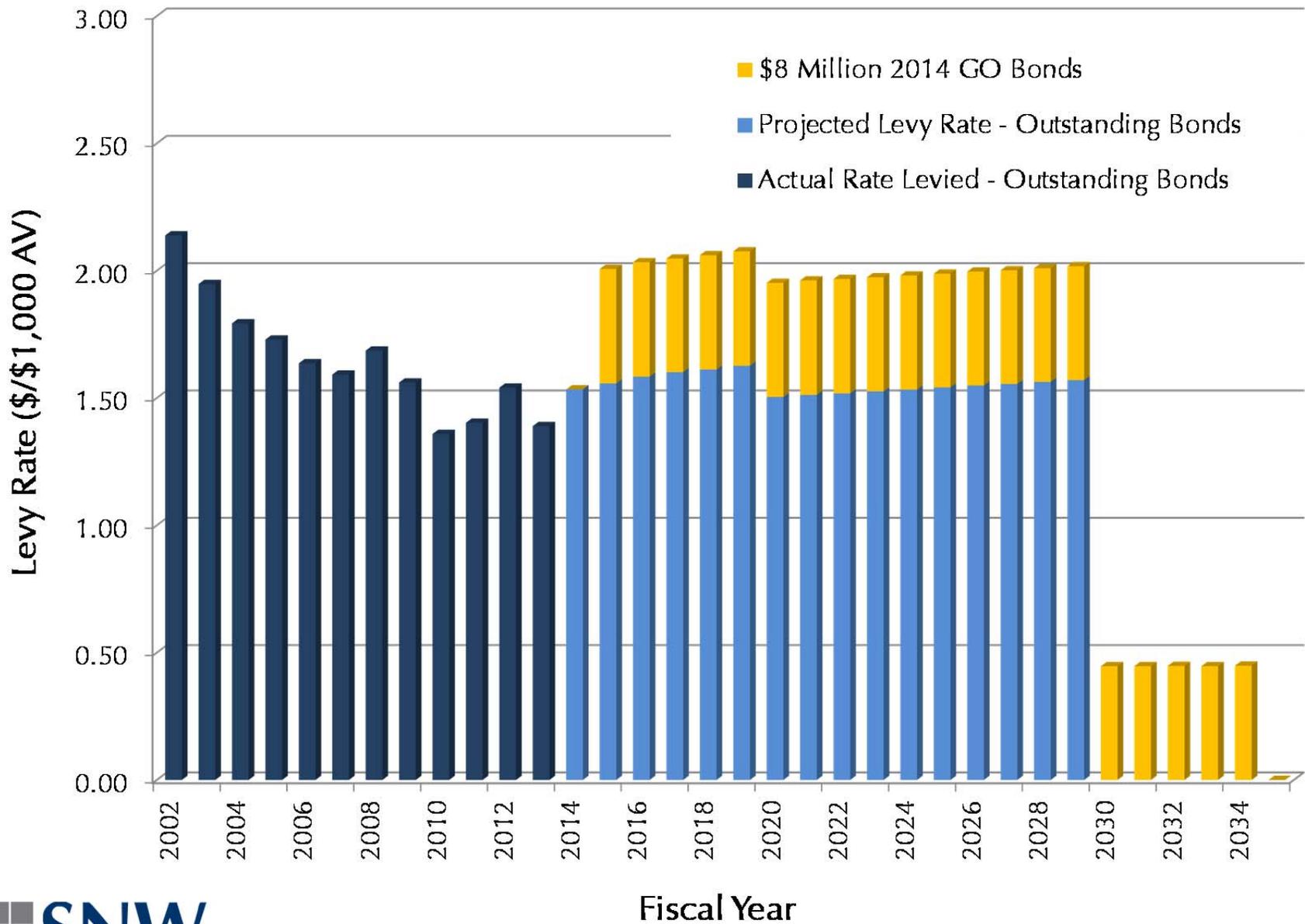
		20 Year Amortization			
Structure					
Project Fund		\$7,973,486		\$8,196,486	
Additional Proceeds		\$1,514		\$3,514	
Par Amount		\$7,975,000		\$8,200,000	
Dated Date		2/1/2014		2/1/2014	
Final Maturity		6/1/2034		6/1/2034	
Amortization Period		20.33 Years		20.33 Years	
Levy Rates					
	Prior Debt	New Bonds	Combined	New Bonds	Combined
2014.....	\$ 1.53	\$ -	\$ 1.53	\$ -	\$ 1.53
2015-2016.....	1.57	0.45	2.02	0.46	2.03
2017-2019.....	1.61	0.45	2.06	0.46	2.07
2020-2029.....	1.54	0.45	1.99	0.46	2.00
2030-2034.....	-	0.45	0.45	0.46	0.46
Interest					
Current Interest Rates		+ 1.00%		+ 1.00%	
Total Interest Cost		\$5,530,573		\$5,692,671	
Total Interest Cost % of Par		69%		69%	

Calculation Assumptions

Structuring Assumptions			
AV Growth		Tax Collections	
2014	1.25%	2014	93.00%
2015	1.50%	2015	94.00%
2016	1.75%	2016	95.00%
2017	2.00%	2017	96.00%
Thereafter	2.50%	Thereafter	97.50%



CITY OF NEWPORT
 General Obligation Bonds, Series 2014 – \$7,973,486 Project



City of Newport
\$7,975,000
General Obligation Bonds, Series 2014
Projected Bond Levy Rates
20.33 Year Issue

Bond Issue Data	
Dated Date:	02/01/2014
First Coupon:	12/01/2014
Final Maturity:	06/01/2034
Term (years):	20.33
Current Market Rates Plus:	1.00%

2013 Property Tax Data (000s)	
Total Assessed Value:	\$ 1,210,411
Less Standard Rate Urban Renewal Value:	-
Assessed Value (Bonds Approved After 2001)	\$ 1,210,411
Less Reduced Rate Urban Renewal Value:	122,322
Net Assessed Value (Bonds Approved Before 2001)	\$ 1,088,089

Summary	
Project Fund:	\$7,973,486
Additional Proceeds:	\$1,514
Issue Amount:	\$7,975,000
Total Interest Cost:	\$ 5,530,573
Interest Cost as a Percent of Par:	69%

Structuring Assumptions			
AV Growth		Tax Collections	
2014	1.25%	2014	93.00%
2015	1.50%	2015	94.00%
2016	1.75%	2016	95.00%
2017	2.00%	2017	96.00%
Thereafter	2.50%	Thereafter	97.50%

Fiscal Year Ending 6/30	AV for New		Total		FY Total
	Bond Levies (000s)		Prior Debt	New Bonds	
2014	\$ 1,210,411	\$ 1,707,750	\$ -	\$ 1,707,750	
2015	1,228,567	1,761,888	519,061	2,280,949	
2016	1,250,067	1,826,488	534,000	2,360,488	
2017	1,275,068	1,887,063	546,088	2,433,151	
2018	1,306,945	1,949,475	572,203	2,521,678	
2019	1,339,618	2,019,913	586,894	2,606,806	
2020	1,373,109	2,013,500	600,234	2,613,734	
2021	1,407,437	2,075,000	617,149	2,692,149	
2022	1,442,622	2,135,000	632,402	2,767,402	
2023	1,478,688	2,200,000	645,867	2,845,867	
2024	1,515,655	2,265,000	662,427	2,927,427	
2025	1,553,547	2,335,000	676,992	3,011,992	
2026	1,592,385	2,405,000	694,702	3,099,702	
2027	1,632,195	2,475,000	710,073	3,185,073	
2028	1,673,000	2,550,000	727,978	3,277,978	
2029	1,714,825	2,625,000	748,282	3,373,282	
2030	1,757,695	-	765,676	765,676	
2031	1,801,638	-	785,168	785,168	
2032	1,846,679	-	806,589	806,589	
2033	1,892,846	-	824,599	824,599	
2034	1,940,167	-	849,195	849,195	
		<u>\$ 34,231,075</u>	<u>\$ 13,505,573</u>		

Projected Levy Rates ⁽¹⁾		
\$/\$1,000 AV		
Prior Debt ⁽²⁾	New Bonds	Combined Levy Rate
\$ 1.53	\$ -	\$ 1.53
1.56	0.45	2.01
1.58	0.45	2.03
1.60	0.45	2.05
1.61	0.45	2.06
1.63	0.45	2.08
1.50	0.45	1.95
1.51	0.45	1.96
1.52	0.45	1.97
1.53	0.45	1.97
1.53	0.45	1.98
1.54	0.45	1.99
1.55	0.45	2.00
1.56	0.45	2.00
1.56	0.45	2.01
1.57	0.45	2.02
-	0.45	0.45
-	0.45	0.45
-	0.45	0.45
-	0.45	0.45
-	0.45	0.45

(1) Includes estimated delinquencies.
(2) 2013 prior debt rate shown is actual rate levied.

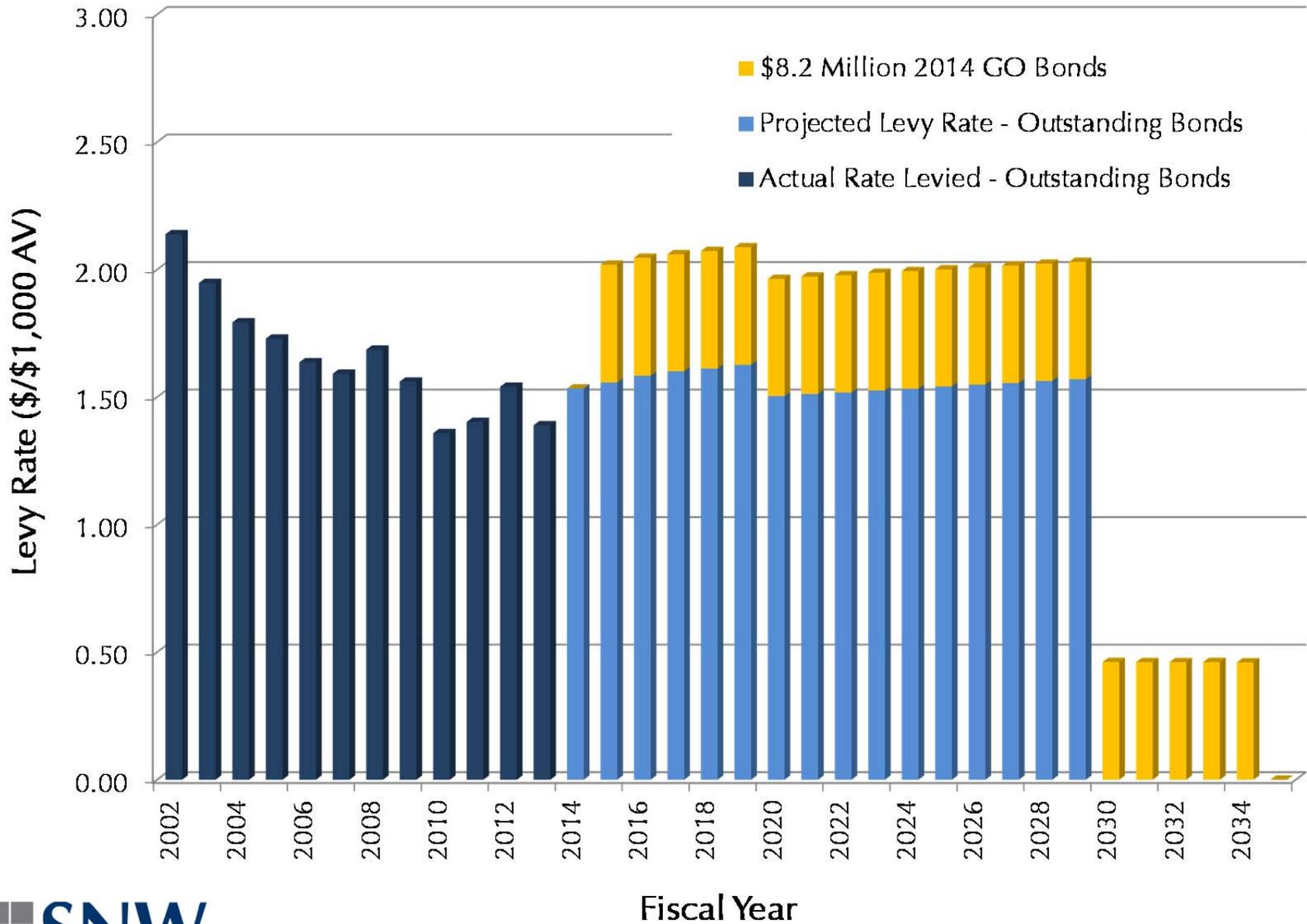
City of Newport
Projected Debt Service Schedule
\$7,975,000
General Obligation Bonds, Series 2014
20.33 Year Issue

Payment Date	Principal	Coupon	Interest	Total Debt service	FY Total	Estimated (1) Delinquencies	Estimated (2) Amount to Levy
12/01/2014			\$ 311,913	\$ 311,913	\$ -	\$ -	\$ -
06/01/2015	20,000	1.48%	187,148	207,148	519,061	33,132	552,193
12/01/2015			187,000	187,000			
06/01/2016	160,000	1.82%	187,000	347,000	534,000	28,105	562,105
12/01/2016			185,544	185,544			
06/01/2017	175,000	2.22%	185,544	360,544	546,088	22,754	568,842
12/01/2017			183,602	183,602			
06/01/2018	205,000	2.59%	183,602	388,602	572,203	14,672	586,875
12/01/2018			180,947	180,947			
06/01/2019	225,000	2.96%	180,947	405,947	586,894	15,049	601,942
12/01/2019			177,617	177,617			
06/01/2020	245,000	3.30%	177,617	422,617	600,234	15,391	615,624
12/01/2020			173,574	173,574			
06/01/2021	270,000	3.61%	173,574	443,574	617,149	15,824	632,973
12/01/2021			168,701	168,701			
06/01/2022	295,000	3.91%	168,701	463,701	632,402	16,215	648,617
12/01/2022			162,934	162,934			
06/01/2023	320,000	4.20%	162,934	482,934	645,867	16,561	662,428
12/01/2023			156,214	156,214			
06/01/2024	350,000	4.41%	156,214	506,214	662,427	16,985	679,412
12/01/2024			148,496	148,496			
06/01/2025	380,000	4.55%	148,496	528,496	676,992	17,359	694,351
12/01/2025			139,851	139,851			
06/01/2026	415,000	4.73%	139,851	554,851	694,702	17,813	712,515
12/01/2026			130,036	130,036			
06/01/2027	450,000	4.91%	130,036	580,036	710,073	18,207	728,279
12/01/2027			118,989	118,989			
06/01/2028	490,000	5.04%	118,989	608,989	727,978	18,666	746,644
12/01/2028			106,641	106,641			
06/01/2029	535,000	5.16%	106,641	641,641	748,282	19,187	767,468
12/01/2029			92,838	92,838			
06/01/2030	580,000	5.26%	92,838	672,838	765,676	19,633	785,308
12/01/2030			77,584	77,584			
06/01/2031	630,000	5.33%	77,584	707,584	785,168	20,133	805,300
12/01/2031			60,794	60,794			
06/01/2032	685,000	5.40%	60,794	745,794	806,589	20,682	827,270
12/01/2032			42,299	42,299			
06/01/2033	740,000	5.46%	42,299	782,299	824,599	21,144	845,742
12/01/2033			22,097	22,097			
06/01/2034	805,000	5.49%	22,097	827,097	849,195	21,774	870,969
Total	\$ 7,975,000		\$ 5,530,573	\$ 13,505,573	\$ 13,505,573	\$ 389,283	\$ 13,894,857

(1) Beginning in FY 2015 assumes collection year delinquencies will be offset by back tax collections.

(2) Actual levy amount should be calculated annually based on County's current delinquency rates, actual debt service requirements and debt service fund balance, if any.

CITY OF NEWPORT
 General Obligation Bonds, Series 2014 – \$8,196,486



City of Newport
\$8,200,000
General Obligation Bonds, Series 2014
Projected Bond Levy Rates
20.33 Year Issue

Bond Issue Data	
Dated Date:	02/01/2014
First Coupon:	12/01/2014
Final Maturity:	06/01/2034
Term (years):	20.33
Current Market Rates Plus:	1.00%

2013 Property Tax Data (000s)	
Total Assessed Value:	\$ 1,210,411
Less Standard Rate Urban Renewal Value:	-
Assessed Value (Bonds Approved After 2001)	\$ 1,210,411
Less Reduced Rate Urban Renewal Value:	122,322
Net Assessed Value (Bonds Approved Before 2001)	\$ 1,088,089

Summary	
Project Fund:	\$8,196,486
Additional Proceeds:	\$3,514
Issue Amount:	\$8,200,000
Total Interest Cost:	\$ 5,692,671
Interest Cost as a Percent of Par:	69%

Structuring Assumptions			
AV Growth		Tax Collections	
2014	1.25%	2014	93.00%
2015	1.50%	2015	94.00%
2016	1.75%	2016	95.00%
2017	2.00%	2017	96.00%
Thereafter	2.50%	Thereafter	97.50%

Fiscal Year Ending 6/30	AV for New Bond Levies (000s)	Estimated Debt Service Requirements		
		Total		FY
		Prior Debt	New Bonds	Total
2014	\$ 1,210,411	\$ 1,707,750	\$ -	\$ 1,707,750
2015	1,228,567	1,761,888	533,377	2,295,265
2016	1,250,067	1,826,488	549,737	2,376,225
2017	1,275,068	1,887,063	561,734	2,448,797
2018	1,306,945	1,949,475	587,738	2,537,213
2019	1,339,618	2,019,913	602,299	2,622,212
2020	1,373,109	2,013,500	615,491	2,628,991
2021	1,407,437	2,075,000	632,241	2,707,241
2022	1,442,622	2,135,000	647,314	2,782,314
2023	1,478,688	2,200,000	665,584	2,865,584
2024	1,515,655	2,265,000	681,724	2,946,724
2025	1,553,547	2,335,000	695,848	3,030,848
2026	1,592,385	2,405,000	713,103	3,118,103
2027	1,632,195	2,475,000	733,000	3,208,000
2028	1,673,000	2,550,000	750,169	3,300,169
2029	1,714,825	2,625,000	769,717	3,394,717
2030	1,757,695	-	791,337	791,337
2031	1,801,638	-	809,777	809,777
2032	1,846,679	-	830,132	830,132
2033	1,892,846	-	852,062	852,062
2034	1,940,167	-	870,293	870,293
		<u>\$ 34,231,075</u>	<u>\$ 13,892,671</u>	

Projected Levy Rates ⁽¹⁾		
\$/\$1,000 AV		
Prior Debt ⁽²⁾	New Bonds	Combined Levy Rate
\$ 1.53	\$ -	\$ 1.53
1.56	0.46	2.02
1.58	0.46	2.05
1.60	0.46	2.06
1.61	0.46	2.07
1.63	0.46	2.09
1.50	0.46	1.96
1.51	0.46	1.97
1.52	0.46	1.98
1.53	0.46	1.99
1.53	0.46	1.99
1.54	0.46	2.00
1.55	0.46	2.01
1.56	0.46	2.02
1.56	0.46	2.02
1.57	0.46	2.03
-	0.46	0.46
-	0.46	0.46
-	0.46	0.46
-	0.46	0.46
-	0.46	0.46

(1) Includes estimated delinquencies.
(2) 2013 prior debt rate shown is actual rate levied.

City of Newport
Projected Debt Service Schedule
\$8,200,000
General Obligation Bonds, Series 2014
20.33 Year Issue

Payment Date	Principal	Coupon	Interest	Total Debt service	FY Total	Estimated (1) Delinquencies	Estimated (2) Amount to Levy
12/01/2014			\$ 320,861	\$ 320,861	\$ -	\$ -	\$ -
06/01/2015	20,000	1.48%	192,517	212,517	533,377	34,045	567,423
12/01/2015			192,369	192,369			
06/01/2016	165,000	1.82%	192,369	357,369	549,737	28,934	578,671
12/01/2016			190,867	190,867			
06/01/2017	180,000	2.22%	190,867	370,867	561,734	23,406	585,140
12/01/2017			188,869	188,869			
06/01/2018	210,000	2.59%	188,869	398,869	587,738	15,070	602,808
12/01/2018			186,150	186,150			
06/01/2019	230,000	2.96%	186,150	416,150	602,299	15,444	617,743
12/01/2019			182,746	182,746			
06/01/2020	250,000	3.30%	182,746	432,746	615,491	15,782	631,273
12/01/2020			178,621	178,621			
06/01/2021	275,000	3.61%	178,621	453,621	632,241	16,211	648,452
12/01/2021			173,657	173,657			
06/01/2022	300,000	3.91%	173,657	473,657	647,314	16,598	663,911
12/01/2022			167,792	167,792			
06/01/2023	330,000	4.20%	167,792	497,792	665,584	17,066	682,650
12/01/2023			160,862	160,862			
06/01/2024	360,000	4.41%	160,862	520,862	681,724	17,480	699,204
12/01/2024			152,924	152,924			
06/01/2025	390,000	4.55%	152,924	542,924	695,848	17,842	713,690
12/01/2025			144,051	144,051			
06/01/2026	425,000	4.73%	144,051	569,051	713,103	18,285	731,387
12/01/2026			134,000	134,000			
06/01/2027	465,000	4.91%	134,000	599,000	733,000	18,795	751,795
12/01/2027			122,584	122,584			
06/01/2028	505,000	5.04%	122,584	627,584	750,169	19,235	769,404
12/01/2028			109,858	109,858			
06/01/2029	550,000	5.16%	109,858	659,858	769,717	19,736	789,453
12/01/2029			95,668	95,668			
06/01/2030	600,000	5.26%	95,668	695,668	791,337	20,291	811,627
12/01/2030			79,888	79,888			
06/01/2031	650,000	5.33%	79,888	729,888	809,777	20,764	830,540
12/01/2031			62,566	62,566			
06/01/2032	705,000	5.40%	62,566	767,566	830,132	21,285	851,417
12/01/2032			43,531	43,531			
06/01/2033	765,000	5.46%	43,531	808,531	852,062	21,848	873,909
12/01/2033			22,646	22,646			
06/01/2034	825,000	5.49%	22,646	847,646	870,293	22,315	892,608
Total	\$ 8,200,000		\$ 5,692,671	\$ 13,892,671	\$ 13,892,671	\$ 400,431	\$ 14,293,103

(1) Beginning in FY 2015 assumes collection year delinquencies will be offset by back tax collections.

(2) Actual levy amount should be calculated annually based on County's current delinquency rates, actual debt service requirements and debt service fund balance, if any.

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Newport Recreation Center Pool Addition

June 27, 2013 (rev. July 11, 2013)

Conceptual Design Project Budget

A. Construction Costs	Area (SF)	Cost/SF *	2013 Plan
Natorium with Raised Spectators	18,706	\$130	\$2,430,471
Change Rooms/Office/Mechanical	4,720	\$160	\$754,020
8 Lane Lap/Competition Pool	4,637	\$186	\$864,221
Warm Water Pool	2,612	\$197	\$514,629
Sitework / Utilities	7,026	\$16	\$112,240
Existing Building Renovations	1,500	\$90	\$135,000
Subtotal			\$4,810,581
Design/Construction Contingency (10%)			\$481,058
Contractor General Conditions (7%)			\$370,415
Contractor Overhead & Profit (6%)			\$339,723
Performance Bond (2%)			\$120,036
Direct Construction Costs Total			\$6,121,813
B. Soft Costs			
Furnishings, Fixtures, & Equipment (FFE)			\$120,000
Permit and Plan Check Fees			\$60,000
Systems Development Charges			\$50,000
Architectural, Engineering Fees / Reimbursables (13% of Direct Construction)			\$795,836
Surveying, Geotechnical Inspections			\$40,000
Special Inspections			\$50,000
Bond Sale Costs			\$50,000
General Soft Cost Contingency (10%)			\$116,584
Soft Costs Total			\$1,282,419
Inflation for two years (6%)			\$444,254
Additional Parking(25 spaces at 400sf ea)			\$125,000
Total Project Costs			\$7,973,486
C. Project Enhancements			
Water Slide			\$210,000
Diving Boards, Rope Swing			incl above
Spectator Bleachers			incl above
Roof Deck plus Stair - 2500 sf @ 50sf added cost plus contractor markups			\$160,000

* 6.5% above 2010 units costs, plus enhancements

** After 6.5% inflation from 2010 to 2013

