



AGENDA & Notice of Urban Renewal Agency Meeting

The City Council of the City of Newport will hold an Urban Renewal Agency meeting on Tuesday, February 18, 2014, at 5:30 P.M. The Urban Renewal Agency meeting will be held in Conference Room A at City Hall, located at 169 S.W. Coast Highway, Newport, Oregon 97365. A copy of the agenda follows.

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

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

URBAN RENEWAL AGENCY MEETING AGENDA

Tuesday, February 18, 2014

5:30 P.M.

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

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

 - A. Approval of minutes from the Executive Session and Special Urban Renewal Agency Meeting of February 3, 2014 (Hawker)
- V. Executive Director Report**

All matters requiring approval of the Urban Renewal Agency originating from the city manager and departments will be included in this section. This section will also include any status reports for the Urban Renewal Agency information.

 - A. Update on Active Urban Renewal Projects
- VI. Adjournment.**

URA.IV.A
February 3, 2014
1:26 P.M.
Newport, Oregon

The Urban Renewal Agency of the City of Newport met in a special meeting on the above date in Conference Room A of the Newport City Hall. On roll call, Roumagoux, Beemer, Allen, Busby, Swanson, and Sawyer were present. Saelens was absent.

Staff present was City Manager Nebel, City Recorder Hawker, Community Development Director Tokos, and Interim Finance Director Gazewood.

CONSENT CALENDAR

The consent calendar consisted of the following item:

A. Approval of minutes from the meeting of January 21, 2014.

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

EXECUTIVE SESSION

MOTION was made by Allen, seconded by Swanson, to enter executive session pursuant to ORS 192.660(2)(e) to discuss real property transactions. The motion carried unanimously in a voice vote and the Agency entered executive session at 1:28 P.M.

MOTION was made by Sawyer, seconded by Allen, to leave executive session and return to the special Urban Renewal Agency meeting. The motion carried unanimously in a voice vote, and the Agency returned to its special meeting at 2:02 P.M.

ADJOURNMENT

Having no further business, the meeting adjourned at 2:04 P.M.

Margaret M. Hawker, City Recorder

Richard Beemer, Chair

Memorandum

To: Newport Urban Renewal Agency

From: Derrick Tokos, Community Development Director 

Date: February 11, 2014

Re: Status of Budgeted South Beach Urban Renewal Projects

As noted in the budget document, Phase 1 of the South Beach Urban Renewal Plan is winding down, with the Agency gearing up to initiate Phase II borrowing in FY 14/15. Work for FY 13/14 has been directed towards capital projects funded with prior budgets, with remaining resources being allocated to the extension of SW Abalone Street and the construction of SW 30th Street, between SW Brant Street and SW Abalone, in partnership with OMSI.

Previously funded projects include the construction of SE Ash Street and tsunami evacuation route improvements to Safe Haven Hill. The tsunami evacuation route enhancements are match funds for a FEMA Hazard Mitigation Grant that the City secured. FEMA is requiring supplemental geotechnical work and a benefit-cost analysis before they will release construction funds. This was programmed to be completed in FY 13/14, with construction to follow over the next 12 to 24 months.

The following is the current status of these budgeted projects:

SE Ash Street: Construction was completed in the fall of 2013. The project had been budgeted to the tune of \$557,000.

Safe Haven Hill: Work anticipated for FY 13/14 has been completed. The City, in consultation with FEMA, cleared understory vegetation at the top of the hill and graveled the existing access road. This was done to provide basic access to the assembly area until FEMA funded permanent improvements can be brought online. The supplemental geotechnical and benefit-cost analysis were prepared and submitted to FEMA in December of 2013. The studies concluded that Safe Haven Hill is a viable tsunami assembly area in the event of a near shore Cascadia event and that planned improvements to the assembly area are critical in order to minimize loss of life. OEM is coordinating with FEMA on a grant agreement for construction work. A little over \$50,000 has been spent to date on geotechnical studies and the benefit-cost analysis. Construction of the sidewalk, trail, staircase, and lighting improvements is estimated to be \$556,838 (see attached). FEMA will cover 75% of the cost with the local match coming from \$200,000 of budgeted urban renewal funds.

Acquisition of Right-of-Way for SW Abalone and SW 30th Street: Consistent with a March 2013 Memorandum of Understanding between the Agency, City and OMSI (attached), staff has retained a surveyor to prepare a subdivision plat for the purpose of establishing a final alignment for the extension of SW Abalone Street and SW 30th Street. A conceptual street layout has been circulated to the affected property owners (enclosed) and revisions to the plan are being made in response to their comments. Once the street alignments are fixed, then values will be established for rights-of-way to be dedicated and vacated. Agency will need to initiate the subdivision platting process, and staff anticipates that a draft application could be scheduled for action as early as March 3, 2014. \$130,000 has been budgeted for surveying, platting, and right-of-way acquisition.

Map F-1. Safe Haven Hill Concept Plan



- Tax Lot
- Proposed Shared-use Path
- Proposed Sidewalk
- Proposed Trail
- Proposed Gravel Path
- ↔ Proposed Access



CAMERON McCARTHY LANDSCAPE ARCHITECTURE & PLANNING
 Newport Coho/Brant Infrastructure Refinement Plan
 Safe Haven Hill - Concept Plan
 Newport, Oregon
 June 21, 2012

1 inch = 100 feet at 11X17

**Table F-23. Coastal Gully Open Space
Estimated Project Cost Summary**

PROJECT NO. 20					
LOCATION Safe Haven Hill					
PROJECT DESCRIPTION Construct shared-use path, trail, and stairs. Sidewalk on south and east sides. Establish clearing zone. Install disaster supply shed.					
PROPOSED IMPROVEMENTS					
ITEM NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	Clearing & Grubbing	1	ACRE	\$15,000	\$8,700
2	Matting (Bonded Fiber Matrix)	0	ACRE	\$6,818	\$2,386
3	Earthwork	410	CY	\$20	\$8,196
4	Pavement (HMAC)	191	TON	\$80	\$15,259
5	Aggregate Base	582	TON	\$18	\$10,477
6	Aggregate Base (Trail)	113	TON	\$19	\$2,148
7	Concrete Walks	6690	SF	\$4	\$26,760
8	Concrete Curb & Gutter	1115	LF	\$15	\$16,725
9	Concrete Stairs	115	LF	\$200	\$23,000
10	Retaining Wall, Prefabricated Modular	929	SF	\$35	\$32,508
11	Retaining Wall, Wood	1599	SF	\$25	\$39,984
12	Path Lighting	1	LS	\$50,000	\$50,000
13	Directional Signage	12	EACH	\$350	\$4,200
14	Educational Signage	2	EACH	\$2,500	\$5,000
15	Building	1	LS	\$10,000	\$10,000
16	Landscape Repair	21,210	SF	\$1	\$15,908
17	Trees	10	EACH	\$250	\$2,500
	Subtotal				\$273,751
18	Surveying (%)			LS	\$10,000
19	Mobilization (%)			10%	\$27,375
20	Traffic Control (%)			3%	\$8,213
21	Erosion Control (%)			3%	\$8,213
	Estimated Direct Construction Cost				\$327,552
	Design Contingency			40%	\$131,021
	Design Fees			20%	\$65,510
	Construction Management			10%	\$32,755
ESTIMATED PROJECT COST					\$556,838

March 4, 2013

Memorandum of Understanding
among
City of Newport, Oregon ("City"),
Newport Urban Renewal Agency ("Agency")
and
Oregon Museum of Science and Industry ("OMSI")

Recitals

- A. The City and Agency have established an overall infrastructure plan for the South Beach area, as depicted in the Coho/Brant Infrastructure Refinement Plan, dated August 2012 (the "Plan"). All Parties desire to work collaboratively to implement the Plan in a coordinated and equitable fashion in order to further neighborhood improvement goals. Except where the context otherwise indicates, when used herein the term "Parties" means City, Agency, and OMSI.
- B. As OMSI contemplates development of its South Beach property as a world-class educational center and begins the fundraising process, OMSI requires a degree of certainty as to the cost and timing of infrastructure improvements in the area.
- C. In order to implement the Plan, the City and Agency require certain right-of-way and easement dedications from OMSI for SW 30th Street and SW Abalone Street.
- D. Internal to the OMSI property, there are currently unutilized rights-of-way that may interfere with the logical and/or efficient use of the property. City, Agency, and OMSI desire that these rights-of-way be vacated in order to allow OMSI development to proceed.
- E. Agency has identified funding for certain projects in the South Beach area, including for SW Abalone, SW 30th, a multi-use pathway along SW Abalone, and improvement of the Coastal Gully area on the northern portion of the OMSI property.
- F. The Funding Plan for SW Abalone and SW 30th relies on a combination of Agency (urban renewal) funding and private property owner funding. Cost sharing between private property owners should be equitable, based on the proportionate share of street frontage for each project, which may involve creation of an LID, as addressed within this MOU.
- G. The Coastal Gully areas on and adjacent to the OMSI property represent sensitive and treasured resources. The Parties intend to see these areas enjoy permanent protection with limited public access.
- H. Similar to SW Abalone and SW 30th, fully implementing the projects identified in the Plan will require the financial participation of property owners in the area, including OMSI. The parties

share the goal of determining the appropriate timing for these improvements and an equitable distribution of those costs among benefitted owners.

- I. Project costs referenced herein are derived from conservative estimates included in the Plan and represent OMSI's proportional share of the planned improvements to SW Abalone and SW 30th. The figures assume roughly \$1,000 per lineal foot to construct a half-street improvement, as opposed to the \$1,400 per lineal foot assumed in the Plan for full build-out of these streets.

Agreement

1. Property Dedications – Abalone Extension and SW 30th

- a. Agency shall pursue the subdivision or partitioning of property owned by OMSI and the City, as depicted in Exhibit A, for the purpose of establishing a final alignment for the extension of SW Abalone Street and SW 30th Street. Such application may include adjoining property owned by Investors XII, LLC and Richard Murry (dba Toby Murry Motors) provided they are willing to participate in the platting effort.
- b. OMSI and the City will collaborate to determine the best design approach for incorporating a shared-use pathway on the west side of SW Abalone and south side of SW 30th Street. OMSI will provide easements, as needed, to accommodate the pathway(s).
- c. Agency will incorporate into the subdivision or partition plat easements for the pathway(s), or any other services needed to facilitate development of the OMSI property, provided such information is available at the time the plat is prepared.
- d. City will initiate vacation proceedings as part of the platting process for the existing platted rights-of-way within the boundary of the OMSI property, including portions of SW Coho Street, SW Brant Street, SW 31st Street, SW 32nd Street, SW 33rd Street and 18-foot of residual road right-of-way that may exist along the south line of the OMSI property as shown on the plat of Waggoner's Addition to South Beach, as shown on the attached Exhibits A and B. Where needed, as determined by the City in its sole discretion, easements will be retained to accommodate existing and future utilities.
- e. OMSI agrees to dedicate a right-of-way for SW 30th Street and the extension of SW Abalone Street. The right-of-way width for the extension of SW Abalone Street and SW 30th Street shall be in substantial conformity with the recommended width depicted in the Plan, as illustrated on Exhibit D.
- f. In keeping with the timeline in 4.a., OMSI and Agency shall work together in good faith to determine the contribution value of the rights-of-way and easements to be dedicated by OMSI for the purposes of accommodating parks and transportation improvements in the area. In determining what credit, if any, OMSI should receive for these dedications, the parties will consider such elements as previous right-of-way dedications, rights-of-way to be vacated, Agency costs to subdivide or plat the property, and the December 2011 purchase price of the OMSI property. The parties may utilize an independent appraiser, paid for by the Agency, to assist in the determination of value.

- g. Based on the outcome of the valuation described in 1.f above, Agency shall, at its sole discretion, either compensate OMSI for the value, if any, of the right-of-way and easement dedications, or accept the value of the dedications as offsetting OMSI's required financial contributions to the SW Abalone and SW 30th projects as a benefitted property owner, per 3.c., below.
- h. Agency shall incur all costs attributed to the subdivision or partition process, including surveying, plat preparation, appraisal fees and permit and recording fees.

2. Coastal Gully Preservation

- a. OMSI and the City will collaborate on a program to preserve, in perpetuity, environmentally sensitive Coastal Gully areas on their respective properties, as generally depicted on Exhibit C, through the use of Lincoln County's Conservation Easement program or similar mechanism. The precise area to be included in the conservation easement will be mutually agreed by OMSI and the City. The goal of both Parties is for these areas to be managed in a manner that allows them to be used as part of OMSI's environmental education curriculum while providing for low impact public access to the areas as envisioned in the Plan.
- b. OMSI and the City recognize that this collaboration may result in their respective land ownership and rights-of-way within the Coastal Gully area being consolidated into a single lot or parcel through the platting process and that it may be necessary to put in place conservation easements over the affected areas.
- c. To the extent that OMSI has any Parks System Development Charge liabilities stemming from any permanent residential uses that may be developed on the site, it is anticipated by the parties that these charges may be offset by the value of the Coastal Gully areas that are permanently preserved by Conservation Easements or other similar means. Such offset is permissible because the City's Parks Capital Improvement Plan (CIP) calls for the acquisition and development of trails in South Beach, the Coho/Brant Infrastructure Refinement Plan envisions such trails at this location, and the System Development Charge methodology allows credits for qualifying public improvements or dedications for projects listed in the CIP. The value of these Coastal Gully areas will be established as part of the Conservation Easement process through the Lincoln Land Legacy Program. OMSI and the City will collaborate to define the conditions of public access to the Coastal Gully area taking into consideration the intended use of the OMSI property.

3. Cost Responsibilities - SW 30th Street and SW Abalone Extension Projects

- a. SW 30th Street, SW Brant to SW Abalone - OMSI's financial contribution shall be limited to 52.4% of the total project costs or \$165,000, whichever is less.
- b. SW Abalone Street Extension, SW 29th to SW 35th - OMSI's financial contribution shall be limited to 18.8% of the total project costs or \$335,000, whichever is less.
- c. To the extent that OMSI is due any payment or financial consideration for the value of the rights-of-way and/or easements to be dedicated for the SW 30th and SW Abalone projects as

described in 1.f above, such payment or consideration may, at Agency's discretion, be applied as a credit against OMSI's financial contributions as defined in 3.a and 3.b above.

- d. At OMSI's request, City will initiate a Local Improvement District ("LID") formation process for the SW 30th Street and/or the SW Abalone Extension project. The LID may be a single owner (e.g., OMSI only) LID or, at City's discretion, may include abutting owners who receive benefit from the projects. Should an LID be formed, City may require that SW Abalone Street be constructed to its full planned dimensions as described in the Plan. The City shall allow OMSI, at its request, to finance its LID assessment for a period of up to 30 years through an installment payment agreement per ORS 223.210 and 223.215, and NMC 12.05.055.

4. Project Timing – SW 30th Street and SW Abalone Extension Projects

- a. The Parties agree to work collaboratively to develop a Project Schedule for the phased development of the OMSI property and related infrastructure improvements in the area. The schedule will define the specific dates for infrastructure project delivery such that OMSI site preparation and construction activities may proceed by July 1, 2014 in order to achieve a camp opening by April 1, 2016.
- b. Consistent with the Project Schedule developed under 4.a above, the City and/or Agency will either:
 - i. Provide the necessary funding, in combination with OMSI's financial contributions, such that OMSI's Phase I development may proceed and open; or
 - ii. Revise the scope of required infrastructure such that OMSI's Phase I development may proceed and OMSI does not exceed the total amount of financial participation as described in 3.a and 3.b above.

5. Safe Haven Hill Tsunami Evacuation Route Enhancements

- a. City has constructed interim improvements that enhance access to the designated tsunami evacuation area immediately northeast of the OMSI property, known as Safe Haven Hill. City is committed to maintaining those improvements, which consist of a gravel access path and cleared assembly area at the top of the hill.
- b. City has further applied for and received preliminary approval from the Federal Emergency Management Agency (FEMA) to further enhance the assembly area with a paved shared-use path, sidewalks, trails, stairs and a disaster supply shed. City will construct the enhancements once FEMA obligates matching funds for the work.
- c. OMSI acknowledges that these enhancements are important to the success of its educational center, will continue to support implementation of the improvements, and will install wayfinding signage and provide informational materials to its guests so that they understand the purpose for, and route to, the evacuation assembly area.

6. Delivery Schedule

- a. The Parties will work in good faith to complete their respective responsibilities under this MOA in time to allow OMSI site preparation and construction activities to proceed on OMSI's property by July 1, 2014.

7. Non-Binding MOU

- a. It is the intent of the Parties to work together in good faith to implement the terms of this MOU such that development on the OMSI property may proceed and the infrastructure projects in the area are delivered in an efficient and equitable manner. However, this agreement is non-binding on the Parties and represents only the intent of the Parties with respect to the subjects herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum on the dates show hereunder,

City of Newport by

Newport Urban Renewal Agency by

Signature: Sandra N. Roumagoux

Signature: Richard M. Beemer

Printed Name/Title:
Sandra Roumagoux, Mayor
169 SW Coast Hwy
Newport, Oregon 97365

Printed Name/Title:
Richard Beemer, Chair
169 SW Coast Hwy
Newport, Oregon 97365

Date: 3/8/13

Date: 3/8/13

Oregon Museum of Science and Industry by

pell

Signature: Nancy Stueber

Printed Name/Title:
Nancy Stueber, President and CEO
1945 SE Water Ave
Portland Oregon 97214

Date: 3/13/13

Exhibit A

Memorandum of Understanding
Between the City of Newport,
Newport Urban Renewal Agency,
and Oregon Museum of Science
and Industry

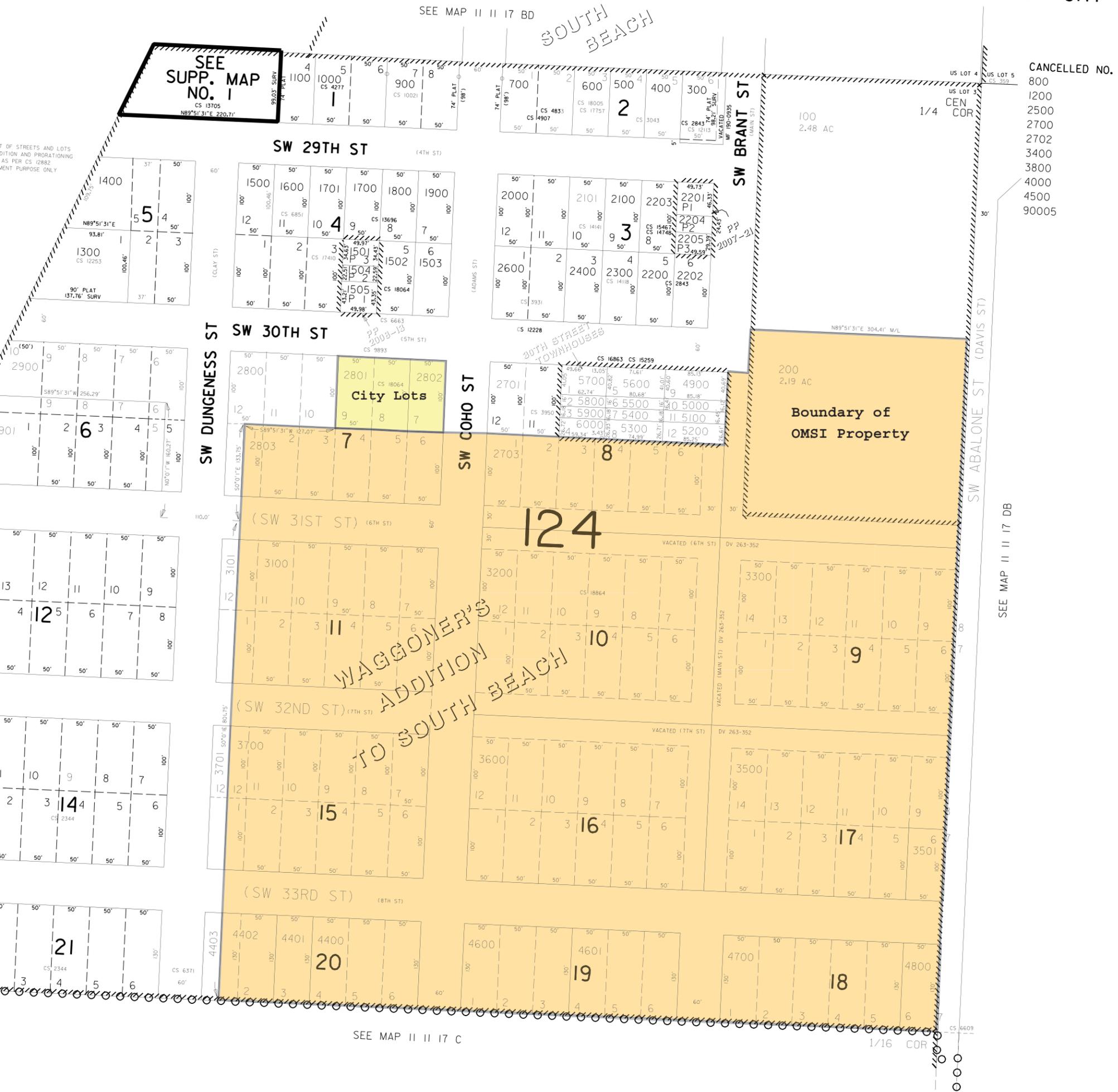
OR
Y



NE 1/4 SW 1/4 SECTION 17 T11S R11W WM
LINCOLN COUNTY

1" = 100'

II II 17 CA
NEWPORT



- CANCELLED NO.
- 800
 - 1200
 - 2500
 - 2700
 - 2702
 - 3400
 - 3800
 - 4000
 - 4500
 - 90005

II II 17 CA
NEWPORT

Exhibit C

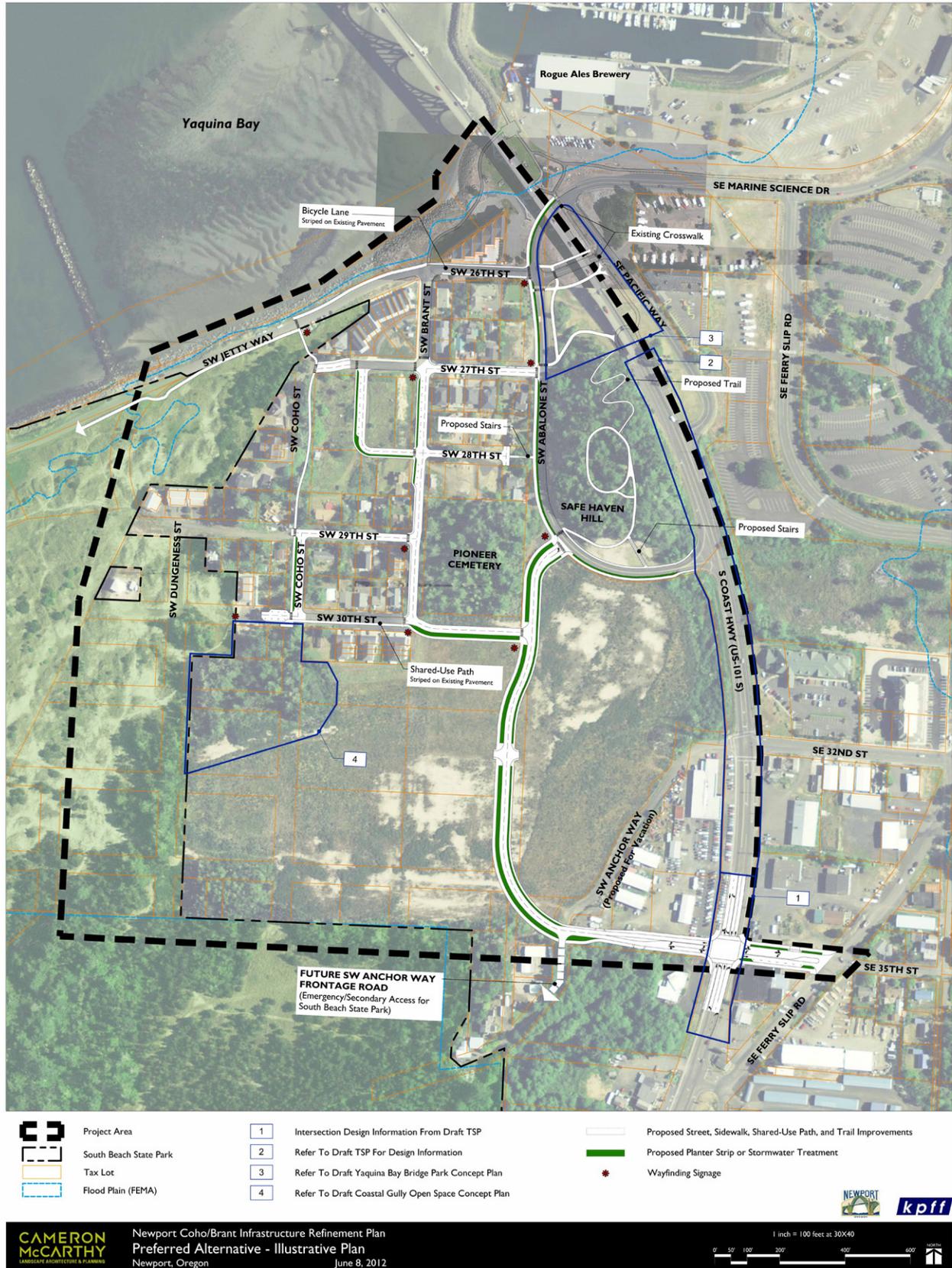
Memorandum of Understanding
Between the City of Newport,
Newport Urban Renewal Agency,
and Oregon Museum of Science
and Industry

PREFERRED ALTERNATIVE

Map 3-2. Coastal Gully Open Space Concept Plan



Map 3-8. Illustrative Plan



SURVEYOR'S NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE BOUNDARIES OF TRACTS AS DESCRIBED IN LOT BOOK REPORT NUMBER 79066, DATED AUGUST 12, 2013, BY WESTERN TITLE COMPANY. THIS SURVEY FOUND AND HELD THE MONUMENTS AT THE SOUTHEAST AND NORTHEAST CORNERS OF THE TRACT SURVEYED IN COUNTY SURVEY NO. 18864 BY THIS FIRM, FOR THE BASIS OF BEARING (N 00°00'46" W, 965.75'). THIS RESULTED IN A DIFFERENCE OF BEARING BETWEEN THE RECORD BEARINGS IN THE PLAT OF HARBORTON AND THE LINES AS ESTABLISHED IN THIS SURVEY BY 00°12'46". THE MONUMENTS THAT WERE ESTABLISHED AND FOUND IN SAID SURVEY WERE HELD FOR THE BOUNDARIES OF THE WESTERLY TRACT (DMS1). THE BOUNDARIES OF THE EASTERLY TRACTS WERE DERIVED BY THE FOLLOWING METHODS:

1) THE EASTERLY BOUNDARY (HIGHWAY 101) WAS DERIVED BY HOLDING THE MONUMENTS ALONG THE CENTERLINE OF THE HIGHWAY AT STATIONS POC 253+30.39, POC 247+00.00 AND POC 243+00.00, AS INDICATED ON ODOT DRAWING NO. 48-26-19. 2) THE WESTERLY RIGHT OF WAY BETWEEN SW 32ND AND THE NORTH LINE OF TAX LOT 1300 APPEARS TO BE THE WESTERLY R/W OF TAYS AVE. PER THE PLAT OF HARBORTON, COUNTY SURVEYS 2217 (BURDETT) AND 9816 (FREDRICKSON) BOTH INDICATE THIS SCENARIO. THIS SURVEY HELD THE MONUMENT FOUND AT THE NORTHEAST CORNER OF TL 1200, AS ESTABLISHED IN SAID CS #9816 IN THE DETERMINATION OF SAID TAYS AVE. 3) THE RECORD DATA FROM SAID CS #9816, WAS HELD TO DERIVE THE NORTHERLY R/W OF SW 35th. THE EASTERLY LINE OF LOTS 11-13, BLOCK 9-HARBORTON WERE DERIVED BY HOLDING THE MONUMENTS ESTABLISHED IN CS #9893 (BURRELL). 4) THE R/W'S OF RHODODENDRON DRIVE WERE DERIVED BY HOLDING THE MONUMENT AT THE NORTHEAST CORNER OF TL 1200 AND THE RECORD ANGLES AND DISTANCES FROM THE PLAT OF HARBORTON. AFTER TRYING SEVERAL METHODS TO MATCH THE DATA ON THE PLAT, THIS SURVEY HAD TO CHANGE SOME OF THE DISTANCES ALONG RHODODENDRON TO MATCH THE ALIGNMENT OF SW 35th STREET. 5) THE NORTH END OF BLOCKS 9 AND 10, AS WELL AS THE CORNERS OF BLOCKS 7, 8, 11 AND 12 WERE DERIVED FROM THE DATA DERIVED FROM THE MONUMENT FOUND AT THE NORTHEAST CORNER OF TL 1200 AND THE RECORD ANGLES FROM THE PLAT OF HARBORTON. THIS SURVEYOR DISCOVERED THAT THE TRANSITION FROM THE EAST AND WEST SIDES OF RHODODENDRON DO NOT COINCIDE. THEREFORE, THE CORNERS OF THE BLOCKS WERE CALCULATED AS DESCRIBED. THIS METHOD LEAVES A DIFFERENCE BETWEEN THE NORTHERLY LINE OF LOTS 11-13 AS ESTABLISHED IN CS #9893 (BURRELL) AND THE METHOD USED AS DESCRIBED ABOVE OF APPROXIMATELY 18 FEET. THIS METHOD FIT THE INTENTIONS OF THE PLAT OF HARBORTON. BUT, IMPROVEMENTS HAVE BEEN BUILT BASED ON THE POSITION OF THE BURRELL MONUMENTS. THEREFORE, THIS SURVEY HELD THE MONUMENTS AS THE SOUTHERLY BOUNDARY OF THE HARBORTON LOTS. 6) THE NORTHERLY BOUNDARY IS THE SOUTHERLY R/W OF ABALONE STREET 'TIE ROAD', AS DEFINED IN THE DESCRIPTION OF SAID ROAD IN ODOT DRAWING NO. 88-30-15. THE WESTERLY BOUNDARY AT THE NORTH END IS THE EASTERLY R/W OF SW ABALONE STREET.

CONCEPT MAP FOR PROPOSED SUBDIVISION AND PROPOSED SW ABALONE AND SW 35th STREET CITY OF NEWPORT, LINCOLN COUNTY, OREGON FOR THE CITY OF NEWPORT

