CITY COUNCIL REGULAR SESSION AGENDA
Tuesday, August 22, 2017 - 6:00 PM
Council Chambers - 169 SW Coast Highway, Newport, Oregon 97365

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 agenda may be amended during the meeting to add or delete items, change the order of agenda items, or discuss any other business deemed necessary at the time of the meeting.

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1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. 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

4. PROCLAMATIONS, PRESENTATIONS, AND SPECIAL RECOGNITIONS

Any formal proclamations or recognitions by the Mayor and Council can be placed in this section. Brief presentations to the City Council of five minutes or less are also included in this part of the agenda.

4.A Oath of Office - Police Chief Jason Malloy

5. 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.

5.A Approval of Minutes of City Council Meeting of August 7, 2017
August 7, 2017.docx

5.B Ratification of the Mayor's Appointment of Daniella Crowder to the Bicycle/Pedestrian Advisory Committee for a Term that would Expire December 31, 2019
City Mgr. R & R -- Ratification of Mayor's Appointment.docx
Daniela Crowder - Bike-Ped Committee Application.pdf

5.C Designation of Mayor Roumagoux as Voting Delegate and Councilor Allen as Alternate Voting Delegate for the League of Oregon Cities Annual Membership Meeting
City Mgr. R & R -- Designation of Delegates for teh LOC Annual Meeting.docx
Voting delegate letter and form 2017.docx

6. PUBLIC HEARING
This is an opportunity for members of the audience to provide testimony/comments on the specific issue being considered by the City Council. Comments will be limited to three (3) minutes per person.

6.A Public Hearing and Possible Adoption of Ordinance No. 2118 -- an Ordinance Modifying the Membership of the Bicycle and Pedestrian Advisory Committee to Add Three Alternate Members to the Committee
City Mgr. R & R -- Public Hearing on Ordinance No. 2118-an Ordinance Adding 3 Alternate Members.docx
Staff Report - Ord. No. 2118 - Composition of Bicycle-Pedestrian Advisory Committee.docx
Ord. No. 2118 - Bicycle-Pedestrian Advisory Committee Composition.docx

6.B Public Hearing on Ordinance No. 2119 -- an Ordinance Vacating a Portion of Undeveloped SE Ferry Slip Road
City Mgr. R & R -- Public Hearing on Ordinance No. 2199-an Ordinance Vacating a Portion of.docx
Agenda Summary
Ordinance No. 2119
Exhibit A to Ordinance No. 2119
Conceptual Drawings of Aquarium Marine Wildlife Center
ORS 271.080 to 271.230
July 24, 2017 Planning Commission Meeting Minutes

Notice of Public Hearing

7. COMMUNICATIONS

Any agenda items requested by Mayor, City Council Members, City Attorney, or any presentations by boards or commissions, other government agencies, and general public will be placed on this part of the agenda.

7.A From the Greater Newport Chamber of Commerce - Tourism Promotion, Fulfillment and Development Report for the 2016-2017 Year

City Mgr. R & R -- From the Greater Newport Chamber of Commerce - Tourism Promotion, Fulfillment and Development Report for the 2016-2017 Fiscal Year.docx
City Tourism Report 2017.pdf
2017 Occupancy Accomodation Report.pdf
Dean Runyon Report.pdf

8. CITY MANAGER'S REPORT

All matters requiring approval of the City Council originating from the City Manager and departments will be included in this section. This section will also include any status reports for the City Council's information.

8.A Approval of Letter of Intent With ODOT to Establish a Pollinator Habitat Corridor

City Mgr. R & R -- Approval of Letter of Intent with ODOT to Establish a Pollinator Habitat Coordinator.docx
Agenda Summary
Letter of Intent - Pollinator Habitat Corridor

8.B Authorization of a Grant Agreement with the Federal Aviation Administration to Fund Engineering Services Relating to Storm Pipe Rehabilitation at the Airport

City Mgr. R & R -- Authorization of a Grant Agreement with the FAA to Fund Engineering Services Relating to Storm Pipe Rehabilitation at the Airport.docx
Staff Report AIP 25 Storm Pipe Rehab Pre-Design.docx
Newport 025 (ONP) Grant Agreement -DRAFT 8-16-17.pdf

8.C Authorization of a Fourth Addendum to the Lease Agreement with Oregon Coast Aquarium, Inc.

City Mgr. R & R -- Authorization of a Fourth Addendum to the Lease Agreement with Oregon Coast Aquarium, Inc..docx
Agenda Summary
Oregon Coast Aquarium Addendum No. 4
Previous Lease and Lease Assignment Documents

8.D Dedication of Right-of-Way for SE Ferry Slip Road Over City-Owned Property Leased by the Oregon Coast Aquarium, Inc.
City Mgr. R & R -- Dedication of Right-of-Way for SE Ferry Slip Road Over City-Owned Property Leased by the Oregon Coast Aquarium, Inc..docx
Agenda Summary
Draft Right-of-Way Dedication Documents
Map, Tax Lot, and Deed Information for City Properties

8.E Report on the August 21 Eclipse
City Mgr. R & R -- Report on the August 21 Eclipse.docx

9. LOCAL CONTRACT REVIEW BOARD

9.A Authorization to Enter into an Agreement with World Fuel Services for the Purchase of Aviation Fuel for the Airport and for Lease of a Refueling Truck
City Mgr. R & R -- Authorization to Enter into an Agreement with World Fuel Services for the Purchase of Aviation Fuel for the Airport and for Lease of a Refueling Truck..docx
Fuel_supply_staff_report_2017.docx
World_Fuel_City_of_Newport_WFS_FSA_2017.pdf
World_Fuel_City_of_Newport_Lease_ Agreement_44293_8.8.17.pdf
World_Fuel_City_of_Newport_Phillips_66_Branding_Agreement_2017.pdf

9.B Authorization to Purchase Three 2018 Ford Police Interceptor Vehicles
City Mgr. R & R -- Authorization to Purchase Three 2018 Ford Police Interceptor Vehicles.docx
2018 Ford Vehicle Purchase - Staff Report Update.docx
Wire Works Vehicle Quote.pdf
GSA.pdf
American Police Beat.pdf

10. REPORT FROM MAYOR AND COUNCIL
This section of the agenda is where the Mayor and Council can report any activities or discuss issues of concern.

11. PUBLIC COMMENT
This is an additional opportunity for members of the audience to provide public comment. Comments will be limited to five (5) minutes per person with a maximum of 15 minutes for all items. Speakers may not yield their time to others.

12. ADJOURNMENT

City Council Agenda Item Report

Agenda Item No. 2016-1522
Submitted by: Gloria Tucker
Submitting Department: City Manager's Office
Meeting Date: August 22, 2017

SUBJECT
Oath of Office - Police Chief Jason Malloy

Recommendation:
None

ATTACHMENTS

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City Council Agenda Item Report

Agenda Item No. 2016-1524
Submitted by: Gloria Tucker
Submitting Department: City Manager's Office
Meeting Date: August 22, 2017

SUBJECT
Approval of Minutes of City Council Meeting of August 7, 2017

Recommendation:
Approval of minutes

ATTACHMENTS
- August 7, 2017.docx

August 7, 2017
6:00 P.M.
CITY COUNCIL MEETING Newport, Oregon

ROLL CALL

The Newport City Council met on the above date in the Council Chambers of the Newport City Hall. On roll call, Allen, Sawyer, Goebel, Roumagoux, Swanson, and Engler were present. Saelens was excused.

Staff in attendance were Spencer Nebel, City Manager; Peggy Hawker, City Recorder/Special Projects Director; Steve Rich, City Attorney; Derrick Tokos, Community Development Director; Rob Murphy, Fire Chief; Tim Gross, Public Works Director; Lance Vanderbeck, Airport Director; and Tyson Haynes, Police Sergeant.

PLEDGE OF ALLEGIANCE

Council, staff, and the audience participated in the Pledge of Allegiance.

CONSENT CALENDAR

The consent calendar consisted of the following items:

A. Approval of minutes of the regular meeting of July 17, 2017;
B. Approval of minutes of the work session of July 17, 2017;
C. Approval of minutes of the executive session of July 31, 2017.

Allen noted corrections to the regular meeting minutes of July 17, 2017. MOTION was made by Swanson, seconded by Engler, to approve the consent calendar as amended. The motion carried unanimously in a voice vote.

PUBLIC HEARINGS

Public Hearing and Possible Adoption of Ordinance No. 2117 Regarding the Annexation of a Residential Lot at 506 NE Golf Course Drive. Hawker introduced the agenda item. Nebel reported that on June 1, the Evangeline Bauer Trust submitted an application to annex a property into the city limits, to withdraw property from several districts, and to amend the Newport zoning map to adopt a city zone designation for the annexed property of R-1-"low-density single-family." He stated that the Planning Commission held a hearing on the proposal and voted unanimously to recommend approval.

Nebel reported that in accordance with the ORS, a public hearing notice was published once each week for two successive weeks, prior to the day of the hearing in the Newport News-Times. He stated that notices were also posted at City Hall, the courthouse, Library,

and the recreation center. He noted that no comments were received in response to this annexation.

Roumagoux opened the public hearing on Ordinance No. 2117 at 6:06 P.M. She called for public comment.

Marilyn Hoxsey, Trustee of the Evangeline Bauer Trust, urged Council to adopt the annexation ordinance.

Jeff Lichtman, the proposed buyer of the property, urged Council to adopt the annexation ordinance.

Hearing no further comment, Roumagoux closed the public hearing at 6:06 P.M. for Council deliberation.

MOTION was made by Engler, seconded by Swanson, to read Ordinance No. 2117, an ordinance annexing territory to the City of Newport, withdrawing the annexed territory from the Newport Rural Fire Protection District and the Lincoln County Library District, and establishing zoning for the annexed territory, by title only and place for final passage. The motion carried unanimously in a voice vote.

Hawker read the title of Ordinance No. 2117. Voting aye on the adoption of Ordinance No. 2117 were Engler, Swanson, Roumagoux, Goebel, Sawyer, and Allen.

Public Hearing and Possible Adoption of Resolution No. 3786 Adopting a System Development Charge Methodology and Setting Rates. Hawker introduced the agenda item. Nebel reported that at the July 17 Council meeting, Council held six public hearings on various initiatives related to system development charges; establishing a construction excise tax to promote affordable and work force housing; an ordinance to establish a multiple-unit property tax exemption program for multiple family rental properties; and, an ordinance establishing a tax exemption program for non-profit corporations to construct low-income housing. He stated that these initiatives are designed to address a number of things, including the promotion of new housing development in the city. He noted that a fifth concept is still in the works that relates to a tax exemption for housing above commercial space. He added that because the legislature has made modifications to state law that affect this issue, it will be discussed by Council in the future.

Nebel reported that each of the proposals is a new tool to assist with the expansion of housing in the city. He stated that these recommendations originated with a Technical Advisory Committee that worked with FCS Group, who provided the technical assistance in developing these policies for Council consideration. He noted that Swanson, Goebel, Sawyer, and Roumagoux participated in meetings of this group as recommendations were developed. He added that the Planning Commission has reviewed these initiatives and supports going forward with these ordinances and resolutions.

Nebel reported that the net result of the proposed changes to the system development charges and construction excise tax, is an overall reduction in development costs for most types of development. In other words, the construction excise tax can be implemented without raising the development costs for most types of new construction projects that will occur in the City of Newport. Furthermore, the tax exemptions are suggested in order to help facilitate expansion of housing within Newport.

Resolution No. 3786 specifically will put in place the system development charge methodology as recommended by the Technical Advisory Committee. The methodology proposed for adoption effectively reduces the system development charges for various

types of commercial, residential and other types of projects that will be built in the future in Newport. It also changes the distribution of the development charges with those charges being spread more equally among the individual categories, such as streets, parks, water and sewer and storm sewer. Councilor Engler had asked whether the charges would benefit a property that implements various strategies reducing the impervious footprint for that development. Please note that the storm sewer SDC is based only on the square footage of impervious surface created for a project. If technology is used to allow rain water to soak through an area, this square footage would not be charged a SDC charge for storm water. Furthermore with homes, the new methodology now will differentiate between the size of the home for the various SDC charges, including storm sewer. A smaller home will pay less than a larger home for its impact on various city infrastructure in the future. Please review the system development charge methodology as included in your packet to best understand how this will work with future projects in the City of Newport.

Recommended Action:
I recommend the Mayor continue a public hearing on Resolution No. 3786, a resolution adopting a system development charge methodology and setting fees. I further recommend that the City Council consider the following motion:

I move for adoption of Resolution No. 3786, a resolution adopting a system development charge methodology and setting rates.

Spencer's report. Spencer reported receipt of two letters. One from Janet Webster and one from Cathey Briggs.

Roumagoux opened the public hearing at 6:17 P.M. She called for public comment.

Jim Patrick - package deal. The CET will be at lest a few years to accumulate at current rate of construction. The controversy about the Nye Beach buildings. Basically prepared a commercial and residential development. Then passed commercial on first floor in residential zone. Did not understand residential project in commercial zone. Hopefully something will help.

Sandy read Janet Webster's letter. Sandy read Cathey Briggs letter.

She closed the public hearing at 6:28 P.M. for Council deliberation.

David - adopting resolution to adopt new charges, and then ord that will incorporate basis for new charges. Usually ordinance before resolution setting fees. Current ordinance allow changes. Tokos - existing SDC says new methodologies will be adopted by resolution. No need to amend ordinance in
Just wanted clarification why doing it this way.

David - saw Janet Webster's public comment. Is there anything regarding SDCs that you want to state on the record to clarify Webster's letter. Tokos - some commercial SDCs will go up. Retail and warehouse would go up. Reason why some will have higher sdcs advisory wantd additional transportation sdcs. Group wanted to normalize discounts. Transportation SDCs are now discounted 45%. Few categories will go up. Wendy - which will go up. Derrick - retail up a little bit, but Bayfront, NB, and City Center will not go up. Warehouse will go up a little bit.

Dietmar - this particular resolution just covers SDCs. In area of discounts, what was methodology for choosing 45%. What was reasoning. Tokos - advisory committee comfortable with numbers at last meeting, but discussion regarding normalizing discounts. Dietmar - if passed, those percentages will be fixed. Tokos as part of methodology. If we want to make changes, should not adopt resolution. If adopt are fixed on percentages. What is end result of total reduction in SDCs from what charging today to what new methodology would charge. What are we looking at overall. Tokos - depends on the category. Part of the reason reductions are going down is reduction of numbers of projects reduced some. Don't have specific number. Cannot tell you what collections will be. Pretty substantial reductions in some uses - offices; assisted living; restaurant; single family; retail outside of three areas - 23% increase. Tokos - overall going down. Goebel - SDC and CET - methodology was to lower SDC to make room for CET. Tokos - gives policy option without increasing development costs. If no reduction in project costs, would not see reduction of SDCs. Dietmar - were all committee recommendations forwarded. Tokos - this was their recommendation. Only difference was the recommendaiton to normalize numbers.

Wendy - if Janet is saying SDCs raised due to transportation SDCs. Would that be the main change. Tokos - yes. Wendy believes trasportation unfairly targets. Tokos - warehouses impcted because they generate a lot of vehicle trips. The figures just read did not include credits for future development.

Spencer - miscommunication on between Engler and Tokos. Engler - warehouses could not be built in certain areas. Spencer - two categories have higher costs - one is warehouses, and the other is commercial development outside BF, NB, and CC. Commercial developments within NB, CC, and BF are still a reduction in current methodology.

Goebel l- what is the difference between NB, CC, and BF. Tokos - believes 20% discount in transportation in those areas. Goebel - Janet charged 11,000 in SDCs at an existing use. Tokos - Webster issue was purchase of part of fish plant and charged for new meter on BF.

Wendy - permeable surfaces. Tokos - existing SDC charges on SF basis, new one will. If not putting down impervious surface, will not be charged stormwater. Wendy - restaurant credit goes to encourage development in certain portions of SB. Tokos - will apply to any restaurant in the cit y.

Goebel - you chose NB, CC, and BF for additional 20% reduction due to available transportation>< Tokos - concentration of retail uses where you do not have to drive from storefront to storefront. Many jurisdictions will provide additional discount in more walkable areas.

MOTION was made by Allen, seconded by Sawyer. Voting aye were Allen, Roumagoux, Swanson, and Sawyer. Voting no were Goebel and Engler. Engler would like to postpone and have work session. Goebel - like Engler - methodology is unclear in his mind. Told along that SDCs would be less and that reason is to make room for CETs. Seems liek certain uses still being charged more unless in certain part of town, charged less. Motion carried in 4-2 vote.

5.C Public Hearing and Possible Adoption of Ordinance No. 2113 -- an Ordinance Amending Chapter 12.15 of the Newport Municipal Code Relating to System Development Charges

Hawker introduced the agenda item. Spencer's report. Circulated revised recommendation.

Roumagoux opened the public hearing at 6:58 P.M. She called for public comment.

There was none. Hearing closed at 6:59 P.M.

Allen - lot of discussion on methodology will be in amended ordinance. Is there something that needs to be highlighted. Tokos - on exemptions - clarificaiton on temporary and seasonal uses. Codified as part of this change. Permit for manufactured housing units. If manufctured dwellings paid - removed; how SDCs exemptions normalized at 10 years; and where previous credits; credit certificates not good in perpetuity - until 12/31/2020, and if unused automatically termianted. Storm drainage if managed onsite.

Allen - no effective date on resolution no. 3786 - when. Spencer - 9/6 for resolution effective date.

MOTION was made by Allen, seconded by Swanson. Goebel and Engler opposed to the reading. Voting aye - all but Wendy and Dietmar.

5.D Public Hearing and Possible Adoption of Ordinance No. 2114 -- an Ordinance Establishing a Construction Excise Tax for Affordable Housing

Spencer's report.

Roumagoux opened the public hearing on Ordinance No. 2114 at 7:07 P.M. She called for public comment. There was none.

Roumagoux closed the public hearing for Council deliberaiton at 7:08 P.M.

Allen - on ordinance language under whereas, the seventh one down. See change in this whereas. "Anticipates," rather than "is confident." On actual Munic Code chapter 3.15 - comfortable in movoing forward, not quite comfortable with process of determining how the money will be expended. Still have to develop work group to figure out how that will happen. 3.15.020(b) is where we can set fees by resolution. Usually develop works groups by resolution or ordinance. Would like wording that we are going to create work group in the ordinance.

Spencer - could incorporate taht in resolution - these funds will not be spent until cc approves plan devleoped by work group, appointed by cc, for that purpose. (in resolution no. 3787).

Engler - agrees with Allen - went on tour in Bend and talked a lot about how use CET. Has hard time scaling. More comfortable if porcess in place. WOuld like to work with the county on the committee. WOuld like to know more about use of funds and process. Goals are great. How will be spent.

Goebel - another tax. Listening and talking to people about CET. Silent majority concerned about con continuing to frontload construction costs. Permit on house in SB with SDCs of 17,000. This will be another layer on top of SDC with potential annual increases. Poor methodology for funding low income housing. Should look at other methodology. Why select a narrow group of people to tax for this particular endeavor. No cause and effect for this particular tax. WOuld like to look at other sources of funding. Likes community bond as mentioned in Cathey's letter. Everyone should be on the hook, not just a few people. People will choose to build outside the city.

Sawyer - no easy answer to any questions. Committee wrestled with all t hese. Looked at where Newport is compared to other cities in state - pretty mcuh right in middle. With SDC changes. Most for that particular house will go down. People are bonded out right now. One avenue to look at that we can provide to find funds for housing. Several years before sufficient money.

Goebel - if people vote bond down, people not committed to low income housing. If we say we're not going to support low income housing.

Allen - Goebel raising perspective from different angle. Biggest concern is process in place on how to spend money.

Goebel - What we're saying taht we've been overcharging SDCs if we can live with reduced SDCs, why did we charge so much before.

Dean - when committee started they looked at to find a balance. No specific rule on SDCs to say that all cities SDCs have to be the same. Goal was to make equitable across the board.

Goebel - SDCs is there an escalation factor annually. Tokos - the SDC would be adjusted annually based on changes to the construction cost index. Goebel - can the tax be

sunsetted. Is it possible to try it out and get rid of it if it doesn't work. Tokos - can get rid of it at any time. Tokos can get rid of it at any time.

Allen - in ordinance that says in ten years, cc can reevaluate this. In five or ten years, cc will reevaluate this.

MOTION was made by Allen, seconded by Swanson, and to read amendments made tonight.. Voting no were Goebel Wendy.

Voting no were Engler who would like to see plan.Goebel -

5.E Public Hearing and Possible Adoption of Resolution No. 3787 -- a Resolution Setting Tax Rates for a Construction Excise Tax for Affordable Housing

Spencer's report.

Get Derrick's changes to the resolution.

Roumagoux opened the opublic hearing on Res. No. 3787, at 7:42 P.M. She called for public comment.

She closed the public hearing at 7:43 P.M.

Allen - add effective date of 9/6

MOTION was made by Allen, seconded by Swanson, as amended at tonights meeting with new sections 3 and 4 for facilitation of affordable housing. Goebel and Engler voting no.

5.F Public Hearing and Possible Adoption of Ordinance No. 2115 - an Ordinance Establishing a Multiple Unit Property Tax Exemption Program for Multi-Family Rental Properties

Spencer's report.

Roumagoux opened the public hearing at 7:49 P.M. She called for public comment.

Roumagoux closed the public hearing at 7:50 P.M. for Council deliberation.

Goebel - did staff add some area on 8th Street.

MOTION was made by Goebel, seconded by ALlen. Unanimous.

5.G Public Hearing and Possible Adoption of Ordinance No. 2116 -- an Ordinance Establishing a Tax Exemption Program for Non-Profit Corporations that Construct Low-Income Housing

Spencer's report.

Roumagoux opened the public hearing at 7:54 P.M. She called for public comment. There was none.

Roumagoux closed the public hearing at 7:55 P.M.

MOTION was made by Engler, seconded by Allen.

COMMUNICATIONS

6.A From the 60+ Advisory Committee - Discuss and Review Results of "Age Friendly Community" Designation Survey

Spencer's report.

Bryn McCornack, Rich McKinney, and Mike Rickus.

PPT - Purpose of the survey is to gather data to make NPT and its surrounding community a more livable place for 60+ individuals. Survey design by sub-committee of 60+ advisory committee. WOrked with community and center volunteers. Where surveys were available. Results in packet. Summary of key results. and Next steps.

Rich McKinney - demographs of respondents; housing issues; senior-specific housing issues; transportation; environmental issues; continuing education; how do yo want to give back to the community; healthcare challenges; social/cultural activities; City of Newport programs; information clearinghouse; healthcare and housing are two most important issues; pleasure activities had 285 respondents with diverse resposnes; awareness of 60+ center and its services; does center meetig your eneeds,.

Bryn - survey should help inform committee and CC on how to proceed on initiatives such as AARP Age Friendly. Recommendaiton is tnot to make this a priority. Can't improve without first addressing the issue of healthcare. CC begin dialogue betwen cc, hospital and samaritan. A committee members will be happy to serve on scommittee.

Mike Rickus - concerned about long term health of city because directly connect to health care. Convinced that the hospital will not resolve shortage of healthcare providers currently having. Most important healthcare challenges - transportation and access to primary care physicians/providers and transportation and access to medical specialists. Future economic health is directly related to quality of health care for citizens. Must consider this growing health provider issue in 2040 vision with infrastructure.

Allen - have you check the healthcare issue in LC. Are they able to attract and retain. Mike - the question is how we can make Newport a livable place for how we get doctors to come here. Needs to be in vision.

Sawyer - talked about benches around town. Medical issues - part of it is corporate problem. See doctors come and leave. That is part of the equation. Mike Rickus - is there a commitment for con to work with district on the problem to make sure that these concepts are included in contractor with provider.

Spencer - met with Lesley Ogden. Will be providing results to her. Samaritan is aware of challenges in keeping doctors in the community. Various reasons. Joint work session with cc and health committee and samaritan is good idea. Common thread through visioning process. Your results are consistent with information collected through visioning. Good way to kick off this discussion to understand what we can jointly do to better promote the area.

Goebel - talked with Bonnie Saxton and Ralph Breitenstein today. He was saying that they are doing everything possible to try to make it work better. Joint meeting with hospital board would be good thing.

Wendy - in favor of joint meeting. Thanked for study.

Allen - Is there anything heard tonight that is not specifically or generally part of the visioning document for 2040. Tokos is is consistent - link the two in document and point out strategies that are of interest to 60+ community.

Roumagoux thanked for presentation.

Swanson - how many people completed visioning survey. Tokos - 500+.

Allen - what are timelines for finishing up the V2040 guidelines.

Oops - Spencer's airport report.

Engler - does this include keeping the Part 139. Lance - goes into brief paragraph discussion the certification. Spencer - this issue will be coming back to Council.

Allen - when done, the Part 139 cost/benefit analysis and recommendation. Does that get submitted to FAA as supplement to master plan.

MOTION was made by Engler, seconded by Goebel. Unanimous.

6.B From Airport Committee -- Consideration of Submission of Airport Master Plan to FAA

6.C From the Destination Newport Committee - Tourism Marketing Grant for the 2017 Agate Beach Surf Classic

Spencer's report.

MOTION was made by Engler, seconded by Sawyer. Unanimous.

6.D From Councilor Dietmar Goebel Requesting a Discussion on Vacation Rental Dwellings

New map distributed.

Goebel - suggested work session. David - scope of work session and issues to be discussed.

Spencer's report.

Goebel - concern is talking about funding source for affordable housing and taking lots of inventory out due to VRD's. If all on map available, wouldn't have situation. Figure out strategies and develop a good solution and address affordable housing issues. Would like to see work session. Sawyer agrees ws needed.

Allen - what are issues and where presenting.

Cathey Briggs - sent letter about different proposals. CON doesn't have consistent housing policy. Real problem here. Very low bar to entry into market. Other cities are much stricter. Hood River has stricter requriements. Phasing out some VRDs. Task force to work on this issue. Out of control now and impact on affordable housing suply. Big issue. Allen - several years ago, business license endorsement with parameters. First issue is how are they handled so as not disrupt neighborhood. Second issue is how vrds affect affordable housing. Are code provisions sufficient to meet needs of neighbors. Affordable housing and stock. Separate issues.

Cathey - permitted in all residential zoning districted and in commercially zoned areas. New houses at Coast and Olive at not existing building and would not qualify as vrd.

Goebel - couple of clarificatons on code. Residential in c-2 zone to CUP. Not clear how interpreted by staff.

Sawyer - like idea of ws and work group with owners and neighbors, etc. If there are issues, they need to call. When looking at issue, hard to say problems without data.

Swanson - would like to see Hood River ordinance on VRDs. Goebel - Cathey would be excelelnt on committee.

Wendy i- forward Air BnB article to PH - did abnb kill the mountain town.

Spencer - when do you want ws. September 5 ws.

MOTION was made by Goebel, seconded by Sawyer to have ws on VRDs on 9/5. Unanimous.

Chantal - Vacasa property rental management company. In Hood River. We work closely with homeowners and communities. Want to make sure that their homes are where rules are being followed, maintenance is done, licensed by city. Available to answer questions.

Allen - one issue is management of VRDs vs. volume of VRDs in community and how to address those from a land use perspective.

7) City Manager's Report

7.A Approval of a Memorandum of Agreement with the Lincoln County School District (LCSD) of Conveyance of the Former Pool Building to the School District

Dietmar recused himself due to potential might profit from contract that might be signed with architect in future.

Spencer's report.

Swanson - doesn't support - would like to see development of park. Obligation to continue with park development.

Roumagoux - like to see this followed through.

Allen - looking at duration of agreement. Initially, language was reasonable time with termination with 60 days. Now it looks like set 60 day agreement. Language about extending beyond 60 days. If not there in 60 days, done, unless amend to continue.

Rich Belloni - met with superintendent. Feel we need to determine whether this will work or move on to another project. Either we can make a deal quickly or cannot. If not, need to start a different direction. ALlen - last sentence vs. start of agreement. Rich - should be no cost incurred for negotiations. ALlen - clarity on ambiguous language. Spencer - not city's intent to charge for negotiatons. Possibly costs associated with zoning. Intent is to work otu deal first, and those other issues pursued after deal. Nothing that we would charge in next 60 days.

Resolution No. 3617 have not seen and not heard from park people. Spencer - had public hearing and lpark people were there. Schools had discussion with park people. Park people talked about property trade offset, trail head, parks and rec committee expressed concern, but chair suggested offset.

Rich - email from Don Andre - footprint, could thye rent meeting room.

MOTION was made by Engler, seconded by Sawyer, approval of MOA with LCSD of conveyance of former pool buliding to sd. Swanson voted no. One abstention.

7.B Authorization for a Cooperative Agreement with the Department of Consumer and Business Services for the State of Oregon for Building Code Services

Spencer's report.

Goebel - before we had the Building Department in Eugene. Why was it changed. Tokos - had to put it out for formal contract, and Claire had more competitive proposal. Has staff done cost analysis.

MOTION was made by Allen, seconded by Engler. Unanimous.

7.C Report on Eclipse Planning

Rob's report.

Public safety planning efforts in place. Mutual aid agreements with neighbors. City Hall closed to the public. Library closed all day. Rec Cente ropen at 1 PM. City employees can take implement weather day. This facility will be set up as EOC. May not staff. Exercise here on Thursday AM - distant tsunami exercise. Lot of info on website. Signage week before indicating beach access or no beach access. Extra portapotties and dumpsters at key beach access points,. Fair going on that wekend. Toledo Wooden Boat SHow. Some things we don't and won't know. A lot will be weather dependent. Will close north end of Oceanview to NW 22nd street to one-way traffic southbound; restrict pedestrian traffic on bridge on morning of eclipse; public safety will have staff north and south of bridge. Latest thing is beach clean-up for post-eclipse. Glasses update - less than 1,000 left.

Dean - high tide the night before. Linco will have patrols to ensure people camping on beach will be safe. Cell towers will be overwhelmed. ODOT is saying stay put. Highway 20 will maintain east and west traffic flow.

Rob - readerboard signs. ODOT and OSP priority is to keep highways open and traffic moving. Units on beach on Sunday and Monday.

Allen - as far as wayside - dumpsters. Ordered second pick-up of garbage cans.

Goebel - one way traffic on Oceanview - Time - it will be one lane with parking on both sides.

Rob - total city effort. We will keep Spencer in loop.

8) Local Contract Review Board

8.A Authorization to Purchase Three Vehicles for the Police Department

9:36 PM

Spencer's report.

Sawyer - would like to hold off due to carbon monozide issue with this vehicle. Make sure that the NTSB has weighed in on what the problem actually is.

Allen - would like to give direction to staff to know what is needed to resolve issue. Doesn't mind postponing until issue resolved.

Spencer can bring report as to how this relates to these vehicle.

MOTION was made by Allen, seconded by Sawyer., to table until safety related issues are addressed by PD, and.

9:42 PM

Unanimous.

REPORT FROM MAYOR AND COUNCIL

R - 7/18 - Angell Job Corps Advocacy meeting. Reinstating culinary program. Area east of campus for walking trails.

R - 7/20 - Wendy and Lon at VAC Art Camp. Printmaking. Great prints. 3D map of NB.

R - 7/20 - PM - PUD open house.

R - 7/21 - USCG Cutter Fir when it docked. Bouy tender and in Newport annually.

R - 7/25 = Ethan Schram and his dad - Boy Scouts.

R - 27 - 29 - OMA Conference in Lebanon.

8/3 - ribbon for Mayor's Choice at Quilt Show.

8/4 - Chamber lunch - public works takl on projets by Tim.

Info from The Dalles Mayor - Total Eclipse ino packet.

Info from Madras has done - Oreogn Central Regional Housing Authority.

Engler - Bike/Ped meeting - one opening and three highly qualified candidates.

Engler - V2040 meeting.

Goebel - Port Commission meeting. Workshop - leadership change at Port. At the public meeting discussion with groups arguing their needs. Terminal project - Teevin is in jeopardy now. When Jeff and Sara got elected, they had different focus.

G - OCCA on the building at the VAC. Updated them on the chronology of the building. Talked wtih Don Davis before going there. Very interesting.

G - Coast Guard vessel - Fir.

G - Library Board cancelled.

Allen - looks like we have joint meetin gon 8/25 in PM. Nice, after tour, to have joint meeting to discuss follow-up issues from last meeting. Update everyone on fir boat grant. Brief discussion about McLean Point district for new Port Commissioners. These two items on the agenda after tour.

Swanson - 60+ and EOC done.

V2040 meetings.

Hot Diggity Dog at 60+ Center.

Sawyer - transportation minute. Lot about eclipse. Samaritan will have extra hours on clinic, no elective surgery. Life Flight will have two helicpters here. Emergency on Lincalert.

Valley Retriever almost ended. Limited to Linco bus. Bus line from Yachats to Florence will start 9/1.

Sea lions gone last week. Back now.

Mayor of Sherwood married the Mayor of Redmond. Sandy - all three who offered to do the ceremony got their credentials on-line.

Sweanson - local public safety coordinating committee - authorized to purchase house for women. in transition.

R - Navy ship - Spencer and Tim and Rob and Jason were there to go through the exercise with the Navy ship that would com ein after a large earthquake.

PUBLIC COMMENT

Marletta Noe reported that a police officer in another city was in an automobile accident due to carbon monoxide poisoning from a patrol vehicle similar to those recommended to be purchased by the city's Police Department.

ADJOURNMENT

Having no further business, the meeting adjourned at 10:14 P.M.

_____ _____

Margaret M. Hawker, City Recorder Sandra N. Roumagoux, Mayor

City Council Agenda Item Report

Agenda Item No. 2016-1530
Submitted by: Peggy Hawker
Submitting Department: City Manager's Office
Meeting Date: August 22, 2017

SUBJECT
Ratification of the Mayor's Appointment of Daniella Crowder to the Bicycle/Pedestrian Advisory Committee for a Term that would Expire December 31, 2019

Recommendation:
Ratify the Mayor's appointment.

ATTACHMENTS

- City Mgr. R & R -- Ratification of Mayor's Appointment.docx
- Daniela Crowder - Bike-Ped Committee Application.pdf

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: August 22, 2017

Agenda Item:

Ratification of the Mayor's Appointment of Daniella Crowder to the Bicycle/Pedestrian Advisory Committee for a Term that would Expire December 31, 2019

Background:

Daniella Crowder has applied to serve on the Bicycle/Pedestrian Advisory Committee. Mayor Roumagoux has appointed her to a term which will end December 31, 2019. The Mayor's appointment is subject to confirmation by the City Council.

Recommended Action:

I recommend that the Mayor's appointment of Daniella Crowder to the Bicycle/Pedestrian Advisory Committee for a term expiring December 31, 2019 be ratified by the City Council.

Fiscal Effects:

None.

Alternatives:

Do not ratify the appointment or as suggested by the City Council.

Respectfully Submitted,

Spencer R. Nebel
City Manager

Application for City of Newport ~ Bicycle and Pedestrian Advisory Committee

Date: 5/12/2017

List the Commission/ Committee of interest: Bicycle & Pedestrian Committee

Name: Daniella Crowder

Address:

Work Telephone Number:

Home Telephone Number:

Email Address:

Occupation: Owner, Bike Newport & Oregon Rides & Events

Employer: Self, Bike Newport & Oregon Rides

(1) Why do you think you are qualified to be a Committee member?

I have been the owner of Bike Newport since 2005 and have been very active in State & National Bicycle Advocacy. I participate on the Travel Oregon Bicycle Tourism Partnership and attend several meeting around the state annually, including the Oregon Bicycle Tourism Summit. I have attended the National Bike Summit in Washington, D.C. to advocate for our needs in Oregon. I attended the Bicycle Tourism Conference in California in 2014 & 2015. I have been on the Board of the Yaquina Wheels Bike Club for 10 years.

I talk to thousands of cyclists every year that come through my business who are touring the Oregon Coast or just riding around Newport and know the pulse on the biking needs of this community. I am also an avid cyclist who rides the trails, roads, & beaches of our City.

(2) State your educational background.

Graduated as Valedictorian, Class President, and Editor of my school paper. Was the first student from my school to ever sit as the "Student Chair" on the School Board.

Attended Cabrillo College in Aptos, CA & Rogue Community College in Grants Pass, OR. A job opportunity in my field of study arose and I left college shy of my degree to take the full time position.

I am a Registered Yoga Teacher (RYT 200). I am a graduate of the Oregon Coast Community College, Small Business Management Program.

(3) Have you ever served on a community committee? If so, what kind?

I have been on the Oregon Bicycle Tourism Partnership Committee for Travel Oregon for over 5 years.

Served on the Board of Directors for Buy Local Lincoln County for 4 years.

Served on the Board for Yaquina Bay Yacht Club for 3 years.

Am currently going into my third term on the Board of Directors for Greater Newport Chamber of Commerce. Am also currently on the Board for Yaquina Wheels Bike Club and have been for over 10 years.

Have volunteered with the City as co-coordinator for the Mombetsu Sister City Program, Youth exchange in 2016 & hope to continue my involvement with that program in the future.

(4) Do you agree with consensus decision making?

Yes.

(5) Are you willing to attend regularly scheduled meetings for your term of office?

Yes.

(6) Would you make decisions based on the facts and standards even though you may not agree with the ultimate decision?

Yes.

(7) Do you anticipate having many conflicts of interest that may disqualify you in making decisions, due to personal and/or business relationships?

If any situations arise where there may be a conflict of interest, I can recuse myself.

(8) List all other pertinent information/background for this position.

I have relationships with many bicycle organizations, clubs, committees, & municipalities all over the state from our decades long involvement in cycling. I feel my presence on the Newport Bicycle & Pedestrian Committee could bring a broad perspective of our local needs as well as a statewide view.

City Council Agenda Item Report

Agenda Item No. 2016-1518
Submitted by: Gloria Tucker
Submitting Department: City Manager's Office
Meeting Date: August 22, 2017

SUBJECT
Designation of Mayor Roumagoux as Voting Delegate and Councilor Allen as Alternate Voting Delegate for the League of Oregon Cities Annual Membership Meeting

Recommendation:
Appoint delegate and alternate

ATTACHMENTS
- City Mgr. R & R -- Designation of Delegates for teh LOC Annual Meeting.docx
- Voting delegate letter and form 2017.docx

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: August 22, 2017

Agenda Item:

Designation of Mayor Roumagoux as Voting Delegate and Councilor Allen as Alternate Voting Delegate for the League of Oregon Cities Annual Membership Meeting.

Background:

On Saturday, September 30th at 8 a.m., the annual membership meeting of the League of Oregon Cities will be held in Portland, Oregon in conjunction with the 92nd annual League of Oregon Cities Conference. I would recommend that the Council designate Mayor Roumagoux and Councilor Allen as the delegate and alternate delegate for this meeting. The delegate has traditionally been the Mayor, if the Mayor was planning to attend the conference. Councilor Allen is currently serving on the Board of Directors for the League of Oregon Cities. If either the Mayor or Councilor Allen do not plan to attend the annual meeting, then I would suggest the Council consider designating the President of the Council or the most senior member of the council as alternate to attend the conference.

Recommended Action:

I recommend that the City Council designate Mayor Roumagoux as delegate and Councilor Allen as alternate, as part of the approval of the consent calendar.

Fiscal Effects:

None.

Alternatives:

If either Mayor Roumagoux or Councilor Allen do not plan to attend the annual membership meeting, Saturday, September 30, the Council president and then the most senior members of the Council who plan to attend the annual meeting, could be designated as alternates, or as determined by the Council.

Respectfully Submitted,

Spencer R. Nebel
City Manager

LEAGUE of Oregon CITIES
1201 Court Street NE, Suite 200 • Salem, Oregon 97301
(503) 588-6550 • (800) 452-0338 • Fax: (503) 399-4863
www.orcities.org

August 7, 2017

TO: City Managers, Administrators and Recorders

FROM: John Schmidt, Member Services Support Specialist

RE: City Voting Delegates for the LOC Annual Membership Meeting

Enclosed is the **voting delegate** form for the League's annual conference, to be held September 28 – 30 at the Doubletree Portland. If you have officials attending this year's annual conference, please complete and return this form to the League office by Friday, September 1.

The voting delegate form tells us who will be voting on behalf of your city during the Annual Membership Meeting on Saturday morning, September 30. Please note that delegates may not vote without a voting card, and voting cards will be issued only to the voting delegate or alternate listed on the enclosed form. Voting by proxy is not permitted.

The voting cards will be available the morning of the 30th just prior to the business meeting. Members will be asked to vote on the LOC Board of Directors for 2018.

Thank you, and please let me know if you have any questions. I look forward to seeing many of you in Portland.

Enclosure

LEAGUE of Oregon CITIES

92nd ANNUAL LOC CONFERENCE

September 28 – 30 Portland

Designation of Voting Delegate at Annual Membership Meeting

The annual membership meeting will be held Saturday, September 30, at 8:00 a.m. Each city is entitled to cast one vote at the membership meeting; however, all city officials are encouraged to attend the meeting.

Use this form to indicate those persons who will represent your city as a voting delegate and alternate delegate. The voting delegate or alternate should pick up a voting card at the Conference Registration Desk on Saturday morning prior to entering the membership meeting.

***NOTE**: Delegates may not vote without a voting card, and voting cards will be issued only to a person indicated on this form. Voting by proxy will not be permitted.*

FOR THE CITY OF _____

VOTING DELEGATE:

Name _____ Title _____

ALTERNATE:

Name _____ Title _____

Return this form by **Sept. 1** to:

League of Oregon Cities
Attn. John Schmidt
Fax: (503) 399-4863
jschmidt@orcities.org
1201 Court St. NE, Suite 200
Salem, OR 97301

Submitted by _____
(Signature)

Name _____

Title _____

Phone _____

Email _____

City Council Agenda Item Report

Agenda Item No. 2016-1525
Submitted by: Gloria Tucker
Submitting Department: City Manager's Office
Meeting Date: August 22, 2017

SUBJECT
Public Hearing and Possible Adoption of Ordinance No. 2118 -- an Ordinance Modifying the Membership of the Bicycle and Pedestrian Advisory Committee to Add Three Alternate Members to the Committee

Recommendation:
Hold a public hearing and adopt the ordinance

ATTACHMENTS

- City Mgr. R & R -- Public Hearing on Ordinance No. 2118-an Ordinance Adding 3 Alternate Members.docx
- Staff Report - Ord. No. 2118 - Composition of Bicycle-Pedestrian Advisory Committee.docx
- Ord. No. 2118 - Bicycle-Pedestrian Advisory Committee Composition.docx

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: August 22, 2017

Agenda Item:

Public Hearing and Possible Adoption of Ordinance No. 2118 -- an Ordinance Modifying the Membership of the Bicycle and Pedestrian Advisory Committee to Add Three Alternate Members to the Committee.

Background:

The Bicycle and Pedestrian Advisory Committee has a difficult time of regularly having a quorum for their meetings. This could be alleviated by having alternate members, who would vote in the absence of regular members, appointed to serve on the Bicycle/Pedestrian Advisory Committee. The Committee recommends that the code be amended to provide alternate members.

Recommended Action:

I recommend that the Mayor conduct a public hearing on Ordinance No. 2118 - an ordinance adding three alternate member positions to the Bicycle/Pedestrian Advisory Committee.

I move to read Ordinance No. 2118, an ordinance modifying the membership of the Bicycle and Pedestrian Advisory Committee to add three alternate members to this committee.

Mayor will ask for a voice vote on whether or not to read the ordinance by title only and place for final passage.

If the motion is approved, the City Recorder will read the title of the ordinance. A rollcall vote on the final ordinance will then be requested by the Mayor and taken by the City Recorder.

Fiscal Effects:

None.

Alternatives:

Do not approve the ordinance or as suggested by the City Council.

Respectfully Submitted,

Spencer R. Nebel
City Manager

STAFF REPORT
CITY COUNCIL AGENDA ITEM

Meeting Date: August 22, 2017

Title: Public Hearing and Possible Adoption of Ordinance No. 2118 Regarding the Composition of the Bicycle/Pedestrian Advisory Committee

Prepared by: Peggy Hawker

Recommended Motion: I move to read Ordinance No. 2118, regarding the composition of the Bicycle/Pedestrian Advisory Committee, by title only, and place for final passage.

Background Information: The Bicycle/Pedestrian Advisory Committee recently had a vacancy on the Committee created by the resignation of a member. Three excellent candidates applied, each with unique areas of expertise. The Committee recommended the appointment of Daniela Crowder, and this recommendation was considered under the consent calendar at this meeting.

The Committee discussed the possibility of recommending a change to the ordinance to allow for alternate members. As drafted, Ordinance No. 2118 provides for the appointment of up to three alternate members. It also provides that an alternate member will only be allowed to vote in the absence of a regular member. The Committee reviewed this ordinance at its regular meeting, and recommended that City Council adopt it as written.

Fiscal Notes: None.

Alternatives: Do not adopt Ordinance No. 2118, or amend the proposed ordinance, and adopt the ordinance as amended.

ORDINANCE NO. 2118

An Ordinance Repealing and Re-Enacting Chapter 2.05.055 of the Newport Municipal Code Relating to the City of Newport Bicycle and Pedestrian Advisory Committee

WHEREAS, On June 17, 2013, the City Council, by the adoption of Ordinance No. 2051, formally established the Bicycle and Pedestrian Advisory Committee; and

WHEREAS, the Bicycle and Pedestrian Advisory Committee consists of seven members; and

WHEREAS, due to schedule constraints of the Committee members, the Committee occasionally experiences difficulty in meeting the necessary quorum requirements to hold a meeting; and

WHEREAS, the addition of alternate members to the Bicycle and Pedestrian Advisory Committee would allow an alternate to fill a voting position in the absence of a regular member.

THE CITY OF NEWPORT ORDAINS AS FOLLOWS:

Section 1. Chapter 2.05.055 of the Newport Municipal Code is repealed and re-enacted as shown in the attached Exhibit A.

Section 2. This ordinance shall become effective 30 days after passage.

Adopted by the Newport City Council on August 22, 2017.

_____
Sandra Roumagoux, Mayor

ATTEST:

_____
Margaret M. Hawker, City Recorder

APPROVED AS TO FORM:

_____
Steven E. Rich, City Attorney

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EXHIBIT A

2.05.055 Bicycle and Pedestrian Advisory Committee

A. The Bicycle and Pedestrian Advisory Committee shall consist of seven regular members, and up to three alternate members.

B. Regular and alternate members shall serve three-year terms. All members must be residents, or business owners, of the City of Newport.

C. An alternate member shall only vote in the absence of a regular member.

D. The City Manager shall designate a staff member to attend all Bicycle and Pedestrian Advisory Committee meetings. The staff member may participate in discussions and shall act as secretary for the committee, but shall have no vote.

E. The Bicycle and Pedestrian Advisory Committee may have the responsibility to:

1. Advise the City Council regarding issues relating to bicycle and pedestrian transportation, safety, recreation, and education.

    a. Act as a resource to the City Council to provide additional information related to the unique problems associated with non-motorized transportation.

    b. Act as a source of current information to the City Council in matters relating to the use of the bicycle or pedestrian routes as a means of transportation in the City of Newport.

    c. Review, at the request of the City Council, the goals and objectives of the existing state and city Bicycle and Pedestrian Master Plans, and recommend changes.

    d. Advise the City Council of potential funding for bicycle and pedestrian enhancements.

    e. Explore and recommend, to the City Council, methods to efficiently and safely move bicyclists and pedestrians through Newport.

    f. Support the City Council in creating a greater awareness of non-motorized travel as viable transportation options.

    g. Recommend to the City Council locations for safe and convenient bicycle parking at all city-owned facilities.

    h. At the request of Council, review bicycle and pedestrian involved motor vehicle accidents to identify safety priorities and remedial measures.

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City Council Agenda Item Report

Agenda Item No. 2016-1545
Submitted by: Derrick Tokos
Submitting Department: City Manager's Office
Meeting Date: August 22, 2017

SUBJECT
Public Hearing on Ordinance No. 2119 -- an Ordinance Vacating a Portion of Undeveloped SE Ferry Slip Road

Recommendation:
Hold a public hearing and take testimony on the proposed street vacation. This agenda item is related to a right-of-way dedication and lease amendment included in the City Manager's portion of the agenda. After taking testimony, the Council should continue the matter to its 9/5/17 meeting. Port of Newport approval of this street vacation is required per statute and they are meeting to consider the issue at the same time as this meeting (8/22/17).

ATTACHMENTS

- City Mgr. R & R -- Public Hearing on Ordinance No. 2199-an Ordinance Vacating a Portion of.docx
- Agenda Summary
- Ordinance No. 2119
- Exhibit A to Ordinance No. 2119
- Conceptual Drawings of Aquarium Marine Wildlife Center
- ORS 271.080 to 271.230
- July 24, 2017 Planning Commission Meeting Minutes
- Notice of Public Hearing

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: August 22, 2017

Agenda Item:

Public Hearing on Ordinance No. 2119 -- an Ordinance Vacating a Portion of the Undeveloped SE Ferry Slip Road.

Background:

On July 24, the Planning Commission held a public hearing on a request to vacate an undeveloped portion of the SE Ferry Slip Road right-of-way, at the south side of the Oregon Coast Aquarium. At this location, the actual road has been constructed on a combination of right-of-way and City-owned property, which is leased to the Aquarium. On April 3, 2017 the City Council elected to begin this vacation process which are coupled with actions to dedicate right-of-way and amend the Aquarium lease, to clean up the Ferry Slip Road right-of-way and adjacent properties. By proceeding with the vacation and subsequent action on this agenda, the Oregon Coast Aquarium can continue their long-term plan of developing their campus adjacent to this section on SE Ferry Slip Road. The undeveloped right-of-way, if vacated, would give them additional space to construct future planned improvements.

Please note that no action on the vacation is scheduled for this meeting. The vacation will be scheduled for the September 5 City Council meeting after the Port of Newport considers this request.

Recommended Action:

I recommend that the Mayor conduct a public hearing on Ordinance No. 2119, an ordinance vacating a portion of undeveloped SE Ferry Slip Road at the south end of the Oregon Coast Aquarium.

I further recommend the City Council consider the following motion:

I move to close the public hearing and consider action on the proposed vacation for the September 5, 2017 City Council meeting.

Fiscal Effects:

None.

Alternatives:

None recommended.

Respectfully Submitted,

Spencer R. Nebel
City Manager

STAFF REPORT
CITY COUNCIL AGENDA ITEM

Title: Public Hearing on Ordinance No. 2119 -- an Ordinance Vacating a Portion of Undeveloped SE Ferry Slip Road

Prepared by: Derrick I. Tokos, AICP, Community Development Director

Recommended Motion: I move to close the public hearing on Ordinance No. 2119 and set the matter over to the Council's September 5, 2017 meeting agenda for further deliberation.

Background Information: On April 3, 2017, the Newport City Council initiated the process to vacate a portion of undeveloped SE Ferry Slip Road right-of-way at the south side of the Oregon Coast Aquarium in accordance with Oregon Revised Statutes (ORS) Chapter 271. This was done at the request of the Aquarium. The street vacation will be coupled with the dedication of road right-of-way on city property that is leased to the Aquarium and an amendment to the Aquarium's lease acknowledging that right-of-way will be dedicated for road purposes. Those are separate action items under the City Manager's Report section of this evening's agenda. The end result after these three steps are completed will be a right-of-way that conforms to the location of the actual SE Ferry Slip Road travelled roadway. This will provide greater certainty as to where current and future road uses stop and the Aquarium's lease rights begin. Further, the vacated right-of-way will increase the size of the Aquarium's property, giving them flexibility as they pursue redevelopment of the site.

On July 24, 2017, the Planning Commission, by a unanimous vote, recommended that the proposed street vacation be approved provided the right-of-way dedication and lease amendment occur at the same time.

State law requires that the Port Commission for the Port of Newport approve street vacations when they are this close to their facilities (ORS 271.190). The Port Commission will consider the street vacation at its August 22, 2017 meeting. After taking public testimony, the City Council should close the hearing and set the matter over to its first meeting in September. This will allow the Council to acknowledge the Port's decision before it takes action on the street vacation ordinance.

Fiscal Notes: There are no fiscal impacts associated with the street vacation.

Alternatives: Approve the ordinance as presented, modify the ordinance or area to be vacation, or as directed by Council.

Attachments:

Ordinance No. 2119
Conceptual illustration of Oregon Coast Aquarium's redevelopment plans
Copy of ORS 271.080 through 271.230
July 24, 2017 Planning Commission meeting minutes
Copies of legal publication, mailing, and posting notice for August 22, 2017 hearing

After Recording Return to:

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

CITY OF NEWPORT

ORDINANCE NO. 2119

AN ORDINANCE VACATING A PORTION OF
UNDEVELOPED SE FERRY SLIP ROAD

Summary of Findings:

1. On April 3, 2017, the Newport City Council initiated the process to vacate a portion of undeveloped SE Ferry Slip Road right-of-way at the south side of the Oregon Coast Aquarium as provided in Oregon Revised Statutes (ORS) Chapter 271. The street vacation will be coupled with the dedication of road right-of-way on city property that is leased to the Aquarium. The end result will be a right-of-way that conforms to the location of the actual SE Ferry Slip Road travelled roadway.

2. Real property abutting the rights-of-way to be vacated is identified as Tax Lot 300 of Lincoln County Assessor's Map 11-11-17-DA. The property is owned by Oregon Coast Aquarium, Inc.

3. Criteria for approval of a City initiated street vacation are listed under ORS 271.130. They require that a public hearing be held to consider the question of whether or not the public interest will be prejudiced by the street vacation, and that abutting and affected property owners receive notice of the public hearing as provided by ORS 271.110. Further, ORS 271.130 requires that abutting property owners consent to the street vacation if it will substantially affect the market value of their property unless the city provides for paying damages, and it prohibits a vacation from occurring if the owners of a majority of the area, computed on the basis provided in ORS 271.080, object in writing to the proposal. Findings contained in this ordinance establish that these criteria have been satisfied.

4. The Planning Commission of the City of Newport held a public hearing on July 24, 2017, for the purpose of reviewing the proposed street vacations and providing a recommendation to the City Council. Notice of the hearing was published in the Newport News-Times on July 7, 2017, July 14, 2017 and July 19, 2017. Notice of the hearing was mailed to abutting and affected property owners on July 3, 2017. The Planning Commission public hearing was held in accordance with the appropriate provisions of the Newport Zoning Ordinance and, after due deliberation and consideration of the proposed vacation, the Planning Commission, by a unanimous vote, recommended that the proposed street vacation be approved, provided it occurs concurrent with the dedication of right-of-way to cover the as-travelled road and a lease amendment with the Aquarium

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acknowledging the right-of-way dedications.

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

6. The City Council fixed August 22, 2017 at 6 p.m. at the Newport City Hall, 169 SW Coast Highway, Newport, Oregon, as the time and place for a formal public hearing regarding the vacation.

7. The City Recorder gave notice of the public hearing by publishing a notice in the Newport News-Times newspaper once each week for three consecutive weeks on August 4, 2017, August 11, 2017 and August 16, 2017, which notice described the ground proposed to be vacated, the date the street vacation was initiated, the name of at least one of the petitioners (i.e. the City Council), the date of the public hearing, and the requirement that written objections or remonstrances must be filed with the City of Newport prior to the time of the hearing, in accordance with ORS 271.110(1). Notice of the hearing was mailed to affected property owners on July 26, 2017.

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

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

10. On August 22, 2017 the Port Commission for the Port of Newport approved the proposed vacation as required by ORS 271.190 for any such proposal that is made within 5,000 feet of the harbor or pierhead line of the port.

11. On August 22, 2017, at 6 p.m. at the Newport City Hall, the City Council held a public hearing in the Council Chambers on the vacation of the area described above and heard any written objections filed thereto, and heard oral testimony from members of the public in favor of and/or in opposition to the vacation. The hearing was then closed and continued to September 5, 2017 at which time the Council acknowledged the Port Commission's decision, provided an opportunity for further public comment, and completed its deliberations.

12. The market value of abutting properties will not be adversely affected by the street vacation. Oregon Coast Aquarium, Inc. is the only abutting property owner and their staff currently uses the subject, gravel portion of the road right-of-way for parking purposes. The Aquarium asked that the City Council initiate the street vacation because it will enlarge their property, giving them flexibility as they pursue plans to redevelop the parcel.

13. The Newport City Council finds that the public interest will not be prejudiced by the proposed vacation because the right-of-way being vacated is not needed for road purposes. SE Ferry Slip Road was realigned when the Oregon Coast Aquarium was

DRAFT

constructed. The right-of-way within which the road is situated was also realigned except for the small section that is the subject of this street vacation. The proposed street vacation, coupled with the dedications of right-of-way over as-travelled portions of SE Ferry Slip Road that extend onto city-owned property leased to the Aquarium (which is being addressed separately), will ensure that the road is contained entirely within a right-of-way. This will clarify where the current and future road use stops and the Aquarium's lease rights start. The right-of-way being vacated does not include city improvements or utilities.

14. Pursuant to ORS 271.300 through 271.360, the City Council considered whether or not the right-of-way being vacated is needed to provide public access to the Yaquina Bay Estuary and found that it is not needed for that purpose. The street vacation does not extend so far as to impact sidewalk adjacent to the as-travelled portion of SE Ferry Slip Road and that sidewalk helps to facilitate estuary access within the meaning of this statute.

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

THE CITY OF NEWPORT ORDAINS AS FOLLOWS:

Section 1. Findings. The findings set forth above are hereby adopted in support of vacating the rights-of-way identified in Section 2 of this Ordinance.

Section 2. Street portions to be vacated. The following described portion of SE Ferry Slip Road is hereby vacated:

A tract of land lying in Block G of Harborton in the Southeast quarter of Section 17, Township 11 South, Range 11 West of the Willamette Meridian in Lincoln County, Oregon, more particularly described as:

Beginning at a point being the intersection of the South line of SE 29th Street and the East line of Ferry Slip road, being 173.65 feet East and 8.35 feet South of the Northwest corner of Block G; thence North 87°14'46" West on the extension of the South line of SE 29th Street, 26.13 feet; thence South 12°09'41" West, 59.03 feet; thence along a 245.00 foot radius curve to the right the long chord of which bears South 7°56'37" East, 74.98 feet to the East line of Ferry Slip Road; thence North 12°09'41" East, 133.54 feet to the point of beginning.

The subject tract is illustrated on the map attached as "Exhibit A" to this ordinance.

Section 3. Recording. The City Recorder is hereby directed to file certified copies of this ordinance for recording with the Lincoln County Clerk's Office, the County Assessor, and the County Surveyor.

DRAFT

Section 4. Effective Date. This ordinance shall take effect 30 days after passage.

Date adopted and read by title only: _____

Signed by the Mayor on _____, 2017.

_____
Sandra Roumagoux, Mayor

ATTEST:

_____
Margaret M. Hawker, City Recorder

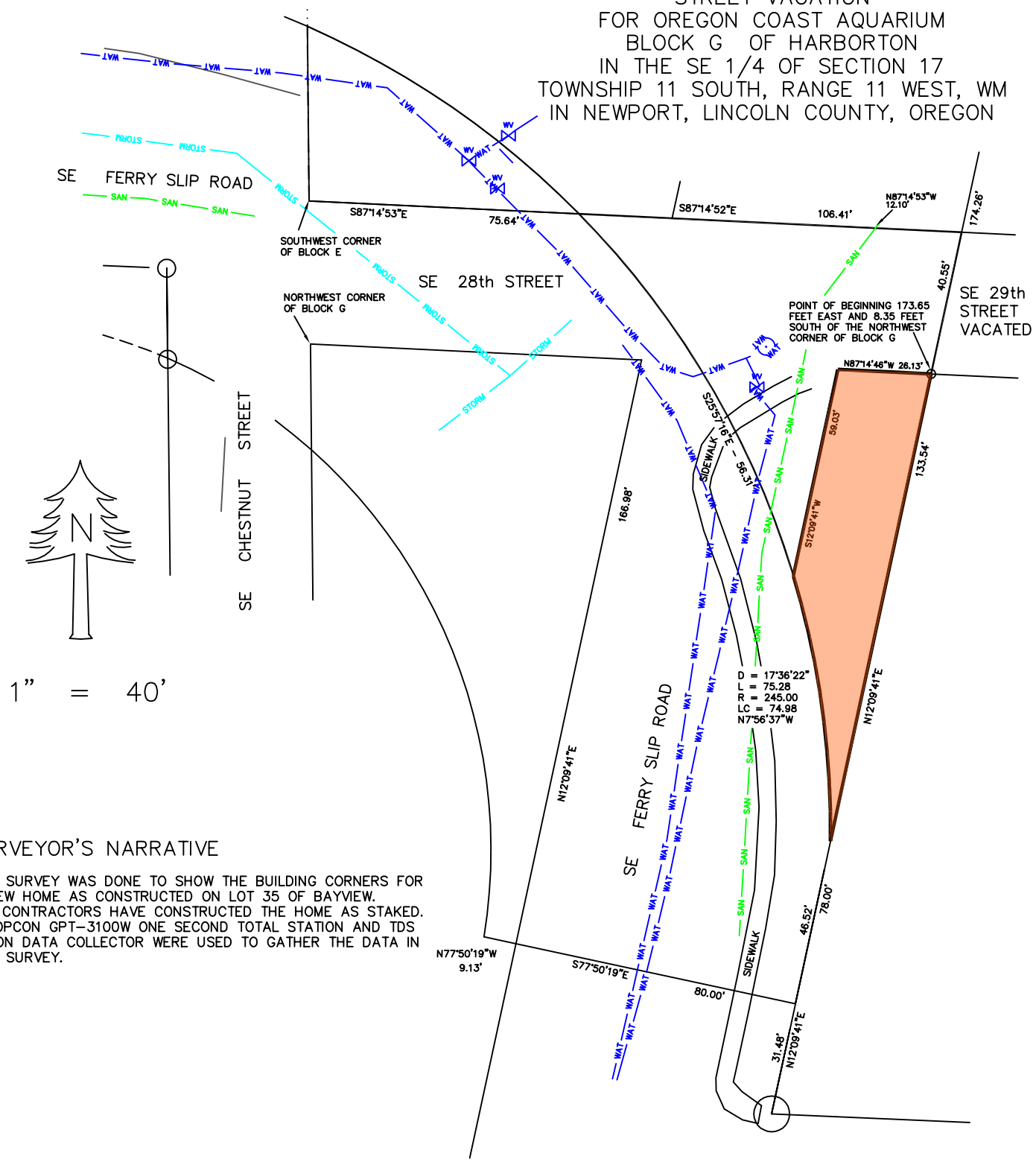
Approved as to form:

_____
Steve Rich, City Attorney

DRAFT

EXHIBIT A

STREET VACATION
FOR OREGON COAST AQUARIUM
BLOCK G OF HARBORTON
IN THE SE 1/4 OF SECTION 17
TOWNSHIP 11 SOUTH, RANGE 11 WEST, WM
IN NEWPORT, LINCOLN COUNTY, OREGON



SURVEYOR'S NARRATIVE

THIS SURVEY WAS DONE TO SHOW THE BUILDING CORNERS FOR A NEW HOME AS CONSTRUCTED ON LOT 35 OF BAYVIEW. THE CONTRACTORS HAVE CONSTRUCTED THE HOME AS STAKED. A TOPCON GPT-3100W ONE SECOND TOTAL STATION AND TDS RECON DATA COLLECTOR WERE USED TO GATHER THE DATA IN THIS SURVEY.

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JULY 18, 1980
DAVID A. LOOMIS
1908

RENEWAL DATE:
JANUARY 1, 2019

SURVEYED BY

DAVID LOOMIS SURVEYING
= DAVID A. LOOMIS LS 1908 =
459 PIONEER MOUNTAIN LOOP
TOLEDO, OR, 97391
541.336.2994 - 541.270.2928
FAX: 541.336.2994

SURVEY FOR: OREGON COAST AQUARIUM	
LOCATION: 11-11-17-CA-200 & 300 BLOCK G OF HARBORTON	
CHECKED BY: DAL	
DRAWN BY: DAL	
SCALE: 1" = 40'	
DATE: AUG 2017	
No. D116-081	

OREGON COAST AQUARIUM
MARINE WILDLIFE CENTER
REHABILITATION | EDUCATION | VETERINARY CLINIC

CONCEPTUAL DESIGN PHASE - PERSPECTIVE VIEWS

ENTRY PERSPECTIVE VIEW

capriarchitecture
541.961.0503 info@capriarchitecture.com

OREGON COAST AQUARIUM

MARINE WILDLIFE CENTER

REHABILITATION | EDUCATION | VETERINARY CLINIC

CONCEPTUAL DESIGN PHASE - SITE PLAN

SCALE - 1/32"=1'0"

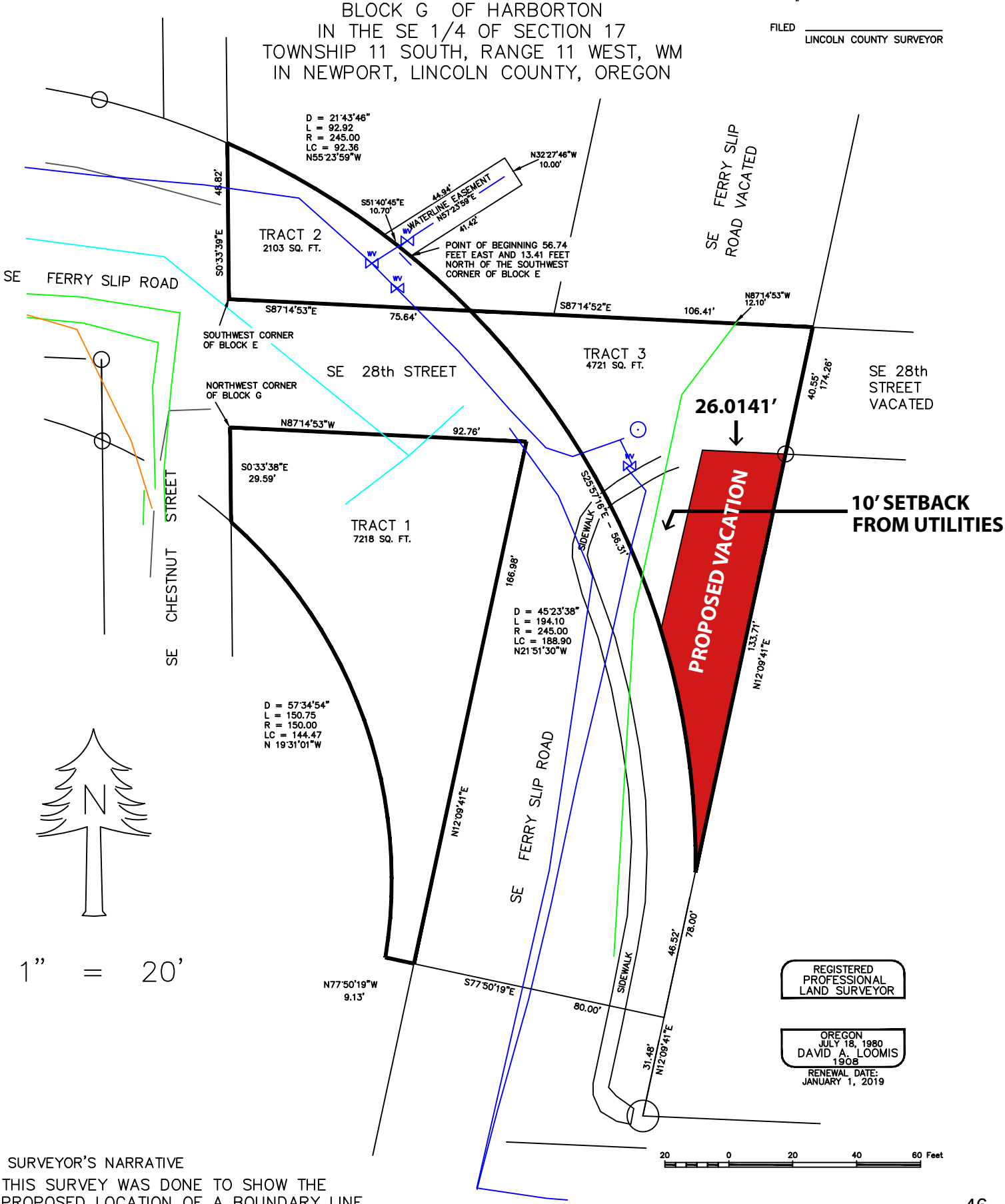
13 JULY 2017

capriarchitecture
541.961.0503 info@capriarchitecture.com

BOUNDARY LINE ADJUSTMENT SURVEY
FOR OREGON COAST AQUARIUM
BLOCK G OF HARBORTON
IN THE SE 1/4 OF SECTION 17
TOWNSHIP 11 SOUTH, RANGE 11 WEST, WM
IN NEWPORT, LINCOLN COUNTY, OREGON

C.S. # _____

FILED _____
LINCOLN COUNTY SURVEYOR



REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JULY 18, 1980
DAVID A. LOOMIS
1908

RENEWAL DATE:
JANUARY 1, 2019

SURVEYOR'S NARRATIVE

THIS SURVEY WAS DONE TO SHOW THE PROPOSED LOCATION OF A BOUNDARY LINE ADJUSTMENT

VACATION

271.080 Vacation in incorporated cities; petition; consent of property owners. (1) Whenever any person interested in any real property in an incorporated city in this state desires to vacate all or part of any street, avenue, boulevard, alley, plat, public square or other public place, such person may file a petition therefor setting forth a description of the ground proposed to be vacated, the purpose for which the ground is proposed to be used and the reason for such vacation.

(2) There shall be appended to such petition, as a part thereof and as a basis for granting the same, the consent of the owners of all abutting property and of not less than two-thirds in area of the real property affected thereby. The real property affected thereby shall be deemed to be the land lying on either side of the street or portion thereof proposed to be vacated and extending laterally to the next street that serves as a parallel street, but in any case not to exceed 200 feet, and the land for a like lateral distance on either side of the street for 400 feet along its course beyond each terminus of the part proposed to be vacated. Where a street is proposed to be vacated to its termini, the land embraced in an extension of the street for a distance of 400 feet beyond each terminus shall also be counted. In the vacation of any plat or part thereof the consent of the owner or owners of two-thirds in area of the property embraced within such plat or part thereof proposed to be vacated shall be sufficient, except where such vacation embraces street area, when, as to such street area the above requirements shall also apply. The consent of the owners of the required amount of property shall be in writing. [Amended by 1999 c.866 §2]

271.090 Filing of petition; notice. The petition shall be presented to the city recorder or other recording officer of the city. If found by the recorder to be sufficient, the recorder shall file it and inform at least one of the petitioners when the petition will come before the city governing body. A failure to give such information shall not be in any respect a lack of jurisdiction for the governing body to proceed on the petition.

271.100 Action by city governing body. The city governing body may deny the petition after notice to the petitioners of such proposed action, but if there appears to be no reason why the petition should not be allowed in whole or in part, the governing body shall fix a time for a formal hearing upon the petition.

271.110 Notice of hearing. (1) The city recorder or other recording officer of the city shall give notice of the petition and hearing by publishing a notice in the city official newspaper once each week for two consecutive weeks prior to the hearing. If no newspaper is published in such city, written notice of the petition and hearing shall be posted in three of the most public places in the city. The notices shall describe the ground covered by the petition, give the date it was filed, the name of at least one of the petitioners and the date when the petition, and any objection or remonstrance, which may be made in writing and filed with the recording officer of the city prior to the time of hearing, will be heard and considered.

(2) Within five days after the first day of publication of the notice, the city recording officer shall cause to be posted at or near each end of the proposed vacation a copy of the notice, which shall be headed, "Notice of Street Vacation," "Notice of Plat Vacation" or "Notice of Plat and Street Vacation," as the case may be. The notice shall be posted in at least two conspicuous places in the proposed vacation area. The posting and first day of publication of such notice shall be at least 14 days before the hearing.

(3) The city recording officer shall, before publishing such notice, obtain from the petitioners a sum sufficient to cover the cost of publication, posting and other anticipated expenses. The city recording officer shall hold the sum so obtained until the actual cost has been ascertained, when the

amount of the cost shall be paid into the city treasury and any surplus refunded to the depositor. [Amended by 1991 c.629 §1; 2005 c.22 §196]

271.120 Hearing; determination. At the time fixed by the governing body for hearing the petition and any objections filed thereto or at any postponement or continuance of such matter, the governing body shall hear the petition and objections and shall determine whether the consent of the owners of the requisite area has been obtained, whether notice has been duly given and whether the public interest will be prejudiced by the vacation of such plat or street or parts thereof. If such matters are determined in favor of the petition the governing body shall by ordinance make such determination a matter of record and vacate such plat or street; otherwise it shall deny the petition. The governing body may, upon hearing, grant the petition in part and deny it in part, and make such reservations, or either, as appear to be for the public interest.

271.130 Vacation on city governing body's own motion; appeal. (1) The city governing body may initiate vacation proceedings authorized by ORS 271.080 and make such vacation without a petition or consent of property owners. Notice shall be given as provided by ORS 271.110, but such vacation shall not be made before the date set for hearing, nor if the owners of a majority of the area affected, computed on the basis provided in ORS 271.080, object in writing thereto, nor shall any street area be vacated without the consent of the owners of the abutting property if the vacation will substantially affect the market value of such property, unless the city governing body provides for paying damages. Provision for paying such damages may be made by a local assessment, or in such other manner as the city charter may provide.

(2) Two or more streets, alleys, avenues and boulevards, or parts thereof, may be joined in one proceeding, provided they intersect or are adjacent and parallel to each other.

(3) No ordinance for the vacation of all or part of a plat shall be passed by the governing body until the city recording officer has filed in the office of the city recording officer or indorsed on the petition for such vacation a certificate showing that all city liens and all taxes have been paid on the lands covered by the plat or portion thereof to be vacated.

(4) Any property owner affected by the order of vacation or the order awarding damages or benefits in such vacation proceedings may appeal to the circuit court of the county where such city is situated in the manner provided by the city charter. If the charter does not provide for such appeal, the appeal shall be taken within the time and in substantially the manner provided for taking an appeal from justice court in civil cases. [Amended by 1995 c.658 §101]

271.140 Title to vacated areas. The title to the street or other public area vacated shall attach to the lands bordering on such area in equal portions; except that where the area has been originally dedicated by different persons and the fee title to such area has not been otherwise disposed of, original boundary lines shall be adhered to and the street area which lies on each side of such boundary line shall attach to the abutting property on such side. If a public square is vacated the title thereto shall vest in the city. [Amended by 1981 c.153 §58]

271.150 Vacation records to be filed; costs. A certified copy of the ordinance vacating any street or plat area and any map, plat or other record in regard thereto which may be required or provided for by law, shall be filed for record with the county clerk. The petitioner for such vacation shall bear the recording cost and the cost of preparing and filing the certified copy of the ordinance and map. A certified copy of any such ordinance shall be filed with the county assessor and county surveyor.

271.160 Vacations for purposes of rededication. No street shall be vacated upon the petition of any person when it is proposed to replat or rededicate all or part of any street in lieu of the original

unless such petition is accompanied by a plat showing the proposed manner of replatting or rededicating. If the proposed manner of replatting or rededicating or any modification thereof which may subsequently be made meets with the approval of the city governing body, it shall require a suitable guarantee to be given for the carrying out of such replatting or rededication or may make any vacation conditional or to take effect only upon the consummation of such replatting or rededication.

271.170 Nature and operation of statutes. The provisions of ORS 271.080 to 271.160 are alternative to the provisions of the charter of any incorporated city and nothing contained in those statutes shall in anywise affect or impair the charter or other provisions of such cities for the preservation of public access to and from transportation terminals and navigable waters.

271.180 Vacations in municipalities included in port districts; petition; power of common council; vacating street along railroad easement. To the end that adequate facilities for terminal trackage, structures and the instrumentalities of commerce and transportation may be provided in cities and towns located within or forming a part of any port district organized as a municipal corporation in this state, the governing body of such cities and towns, upon the petition of any such port, or corporation empowered to own or operate a railroad, steamship or other transportation terminal, or railroad company entering or operating within such city or town, or owner of property abutting any such terminal, may:

(1) Authorize any port commission, dock commission, common carrier, railroad company or terminal company to occupy, by any structure, trackage or machinery facilitating or necessary to travel, transportation or distribution, any street or public property, or parts thereof, within such city or town, upon such reasonable terms and conditions as the city or town may impose.

(2) Vacate the whole or any part of any street, alley, common or public place, with such restrictions and upon such conditions as the city governing body may deem reasonable and for the public good.

(3) If any railroad company owns or has an exclusive easement upon a definite strip within or along any public street, alley, common or public place, and if the city governing body determines such action to be to the advantage of the public, vacate the street area between the strip so occupied by the railroad company and one property line opposite thereto, condition that the railroad company dedicates for street purposes such portion of such exclusive strip occupied by it as the city governing body may determine upon, and moves its tracks and facilities therefrom onto the street area so vacated. The right and title of the railroad company in the vacated area shall be of the same character as previously owned by it in the exclusive strip which it is required by the city governing body to surrender and dedicate to street purposes.

271.190 Consent of owners of adjoining property; other required approval. No vacation of all or part of a street, alley, common or public place shall take place under ORS 271.180 unless the consent of the persons owning the property immediately adjoining that part of the street or alley to be vacated is obtained thereto in writing and filed with the auditor or clerk of the city or town. No vacation shall be made of any street, alley, public place or part thereof, if within 5,000 feet of the harbor or pierhead line of the port, unless the port commission, or other bodies having jurisdiction over docks and wharves in the port district involved, approves the proposed vacation in writing.

271.200 Petition; notice. (1) Before any street, alley, common or public place or any part thereof is vacated, or other right granted by any city governing body under ORS 271.180 to 271.210 the applicant must petition the governing body of the city or town involved, setting forth the particular circumstances of the case, giving a definite description of the property sought to be vacated, or of the right, use or occupancy sought to be obtained, and the names of the persons to be particularly affected

thereby. The petition shall be filed with the auditor or clerk of the city or town involved 30 days previous to the taking of any action thereon by the city governing body.

(2) Notice of the pendency of the petition, containing a description of the area sought to be vacated or right, use or occupancy sought to be obtained, shall be published at least once each week for three successive weeks prior to expiration of such 30-day period in a newspaper of general circulation in the county wherein the city or town is located.

271.210 Hearing; grant of petition. Hearing upon the petition shall be had by the city governing body at its next regular meeting following the expiration of 30 days from the filing of the petition. At that time objections to the granting of the whole or any part of the petition shall be duly heard and considered by the governing body, which shall thereupon, or at any later time to which the hearing is postponed or adjourned, pass by a majority vote an ordinance setting forth the property to be vacated, or other rights, occupancy or use to be thereby granted. Upon the expiration of 30 days from the passage of the ordinance and the approval thereof by the mayor of the city or town, the ordinance shall be in full force and effect.

271.220 Filing of objections; waiver. All objections to the petition shall be filed with the clerk or auditor of the city or town within 30 days from the filing of the petition, and if not so filed shall be conclusively presumed to have been waived. The regularity, validity and correctness of the proceedings of the city governing body pursuant to ORS 271.180 to 271.210, shall be conclusive in all things on all parties, and cannot in any manner be contested in any proceeding whatsoever by any person not filing written objections within the time provided in this section.

271.230 Records of vacations; fees. (1) If any town or plat of any city or town is vacated by a county court or municipal authority of any city or town, the vacation order or ordinance shall be recorded in the deed records of the county. Whenever a vacation order or ordinance is so recorded, the county surveyor of such county shall, upon a copy of the plat that is certified by the county clerk, trace or shade with permanent ink in such manner as to denote that portion so vacated, and shall make the notation "Vacated" upon such copy of the plat, giving the book and page of the deed record in which the order or ordinance is recorded. Corrections or changes shall not be allowed on the original plat once it is recorded with the county clerk.

(2) For recording in the county deed records, the county clerk shall collect the same fee as for recording a deed. For the services of the county surveyor for marking the record upon the copy of the plat, the county clerk shall collect a fee as set by ordinance of the county governing body to be paid by the county clerk to the county surveyor. [Amended by 1971 c.621 §31; 1975 c.607 §31; 1977 c.488 §2; 1979 c.833 §30; 1999 c.710 §12; 2001 c.173 §5]

Draft MINUTES
City of Newport Planning Commission
Regular Session
Newport City Hall Council Chambers
Monday, July 24, 2017

Planning Commissioners Present: Jim Patrick, Rod Croteau, Lee Hardy, Jim Hanselman, Bob Berman, Mike Franklin, and Bill Branigan.

City Staff Present: Community Development Director (CDD) Derrick Tokos, and Executive Assistant Sherri Marineau.

1. Call to Order & Roll Call. Chair Patrick called the meeting to order in the City Hall Council Chambers at 7:00 p.m. On roll call, Commissioners Hardy, Berman, Croteau, Patrick, Hanselman, Franklin, and Branigan were present.

2. Approval of Minutes.

A. Approval of the Planning Commission work session meeting minutes of July 10, 2017.

MOTION was made by Commissioner Croteau, seconded by Commissioner Berman to approve the Planning Commission meeting minutes as presented. The motion carried unanimously in a voice vote.

B. Approval of the Planning Commission regular session meeting minutes of July 10, 2017.

Commissioner Berman noted that a change should be made to the motion of approval of the June 26, 2017 PC regular session minutes. It should read that Commissioner Berman moved to approved and Commissioner Hanselman seconded.

MOTION was made by Commissioner Croteau, seconded by Commissioner Berman to approve the Planning Commission meeting minutes with corrections. The motion carried unanimously in a voice vote.

3. Citizen/Public Comment. No public comments.

4. Action Items. No action items.

5. Public Notices. At 7:02 p.m. Chair Patrick opened the public hearing portion of the meeting by reading the statement of rights and relevance. He asked the Commissioners for declarations of conflicts of interest, ex parte contacts, bias, or site visits. Croteau and Branigan reported site visits. Patrick called for objections to any member of the Planning Commission or the Commission as a whole hearing this matter; and none were heard.

A. File No. 1-SV-17. Patrick called for the staff report for File No. 1-SV-17. Tokos presented the staff report. He explained the City wanted public streets to be in the right of way. Tokos noted that Dustin Capri was in attendance at the meeting and would speak about the undeveloped portion of Ferry Slip Road. The City Council initiated the Street Vacation during their April 3, 2017 meeting. There were no comments or concerns from ODOT. Public Works had a comment but was okay with it. He noted that there would need to be an amendment to the Aquarium lease concerning the street vacation.

PROPONENTS: Dustin Capri, Capri Architects, 747 SW 13th St, Newport, OR 97365. Capri stated that he could answer any questions the PC had. Branigan asked when the Marine Wildlife Center would happen? It is in the planning stage. It won't have any issues with the new Highway 101 interchange that was going into effect.

OPPONENTS: There were no opponents present wishing to testify; so rebuttal was waived.

Deliberations started at 7:12 p.m.

Commissioners Hardy, Berman and Franklin had no issues. Hanselman questioned the ease of access for the estuary with the change. It could be accessed by 26th Street behind Hatfield Marine Science Center. He hoped there would be no other challenges created by the action. A discussion ensued regarding access to the estuary. Branigan was familiar with the project and thought it made sense. Patrick asked why this wasn't done a long time ago. Tokos didn't know why it wasn't done at the time. Patrick was okay with it.

MOTION was made by Commissioner Croteau, seconded by Commissioner Branigan, to approve File No. 1-SV-17 with conditions. The motion carried unanimously in a voice vote.

6. **New Business.** No new business.

7. **Unfinished Business.** Tokos reported that the Housing hearings went well with the City Council. They would be up for adoption on August 7, 2017. Tokos felt the new System Development Charges Methodology would get adopted. The Affordable Housing Construction Excise Tax may be approved and would put two housing programs in place. Tokos met with the County and they are on board with the tax exemptions. He is working with Wayne Belmont at the County to sort out the logistics.

Tokos reported that the CC had a discussion on the Nye Beach Design Review and the property at Olive and Coast Street. Patrick reported on what was discussed at the CC meeting. He said he felt it was a mistake to allow residential on the first floor. Patrick thought it should be a conditional use. The CC didn't want to see garages on the street. They chose to send the discussion back to the PC for their recommendation. Tokos will give a draft to the PC at the August 14, 2017 work session meeting and there will be a hearing on August, 28, 2017. He will give an alternative that says anything less than a 20 feet setback could be permitted with a full design review. One Council member thought it should be a conditional use. This discussion was only concerning Commercial. A design review was for residential. It is a staff level decision because there are less than 50 vehicle trips generated with residential. Patrick said it was a case of unintended consequences and what happens when you don't think about what people are going to do with properties long term. Tokos said that the CC didn't really want the zero setback as an option.

Franklin asked if the package to the CC would include removing residential over commercial. It is not a part of the package. One Councilman wanted a moratorium on residential use at street grade in commercial districts, and zero setbacks. If this happened, it would mean a notice would have to go out for a public hearing to anyone who owned C-2 properties notifying them there was a moratorium in play. Patrick restated that the PC would be recommending whether they think there should be a zero setback or 20 foot setback. Franklin thought that he would rather see a 6-foot or 10-foot setback. Hanselman said this could mean that cars park across the sidewalk blocking them. Tokos reminded that everyone originally involved in the process understood that lots could be developed with single family homes and couldn't compel them to do shared access. This was discussed and captured in the minutes of the last ad hoc meeting where after they wrapped up their work, they discussed the six lots saying asking if the approved plan would be able to insure that these lots would have a small cluster homes with shared parking. The response was no. As soon there was a requirement of one off street parking space on each lot, there was a potential that there could be one home on each lot with its own driveway. Tokos reminded that there are other properties in the Nye Beach District that are zero setbacks without any problems.

8. **Director Comments.** Tokos informed the PC that he would have a State legislative summary at the next work session meeting. One relates to the Nye Beach area where the State is ratcheting down on required discretionary review of residential development. Currently, we have to provide a non-discretionary review for housing and cannot require a 100% design review. It had been limited to attached single family and multifamily projects. It would now be extended to mixed-use projects. The City would have to figure out how to accommodate residential over commercial in an non-discretionary manner. The State doesn't want local governments putting into place a design review that restricts residential.

Croteau asked if they CC didn't have great enthusiasm for the CETs. Tokos didn't think it was going to be unanimous because they were concerned on how the funds would be doled out. His thoughts were to start to frame it out and get specific recommendations from an advisory committee on how to use funds. Tokos thought some things could be handled in a non-discretionary way, on a program level as projects come up. There would be other funds that would need an annual review. We would be putting together a framework to start to collect funds and they would have time to figure out how to distribute the funds.

9. **Adjournment.** Having no further business, the meeting adjourned at 7:43 p.m.

Respectfully submitted,

_____

Sherri Marineau
Executive Assistant

CITY OF NEWPORT
NOTICE OF A PUBLIC HEARING ON A PARTIAL STREET VACATION[1]

NOTICE IS HEREBY GIVEN that the City Council of the City of Newport, Oregon, will hold a public hearing on Tuesday, August 22, 2017, to review a partial street vacation as requested in:

File No. 1-SV-17:

Applicant: Initiated by the City Council, at the request of Dustin Capri on behalf of Oregon Coast Aquarium.

Request/Subject Property: The request is to vacate a portion of the SE Ferry Slip Rd right-of-way that has not been developed for road use. City owned land, leased by the Oregon Coast Aquarium, contain portions of the as-travelled road. These will be dedicated as road right-of-way. The objective is to get the road contained within the right-of-way. (see the attached illustration of the proposed area to be vacated).

Date Request Received: A letter of request was received from Dustin Capri on March 14, 2017, and the street vacation was initiated by the City Council on April 3, 2017.

Applicable Criteria: Oregon Revised Statutes (ORS) 271.120 requires that: (1) The consent of the owners of the requisite area have been obtained; (2) Notice has been duly given; and (3) The public interest will not be prejudiced by the vacation of such plat or street or parts thereof.

Testimony: Testimony and evidence must be directed toward the request above or other criteria, including criteria within the Comprehensive Plan and its implementing ordinances, which the person believes to apply to the decision. Failure to raise an issue with sufficient specificity to afford the city and the parties an opportunity to respond to that issue precludes an appeal (including to the Land Use Board of Appeals) based on that issue. Testimony may be submitted in written or oral form. Oral testimony and written testimony will be taken during the course of the public hearing. The hearing may include a report by staff, testimony from the applicant and proponents, testimony from opponents, rebuttal by applicant, and questions and deliberation by the City Council. Written testimony sent to the Community Development (Planning) Department (address under "Reports/Materials") must be received by 5:00 p.m. the day of the hearing to be included as part of the hearing or must be personally presented during testimony at the public hearing.

Reports/Materials: The staff report may be reviewed or a copy purchased at the Newport Community Development (Planning) Department, City Hall, 169 S.W. Coast Hwy, Newport, Oregon, 97365, seven days prior to the hearing. The file materials and the applicable criteria are currently available for inspection at no cost or copies may be purchased for reasonable cost at this address.

Contact: Derrick Tokos, Community Development Director (541) 574-0626 (address above in "Reports/Materials").

Time/Place of Hearing: Tuesday, August 22, 2017; 6:00 p.m.; City Hall Council Chambers (address above in "Reports/Materials").

MAILED: July 26, 2017.
PUBLISHED: Friday, August 4, 2017; Friday, August 11, 2017; and Wednesday, August 16, 2017 / Newport News-Times.

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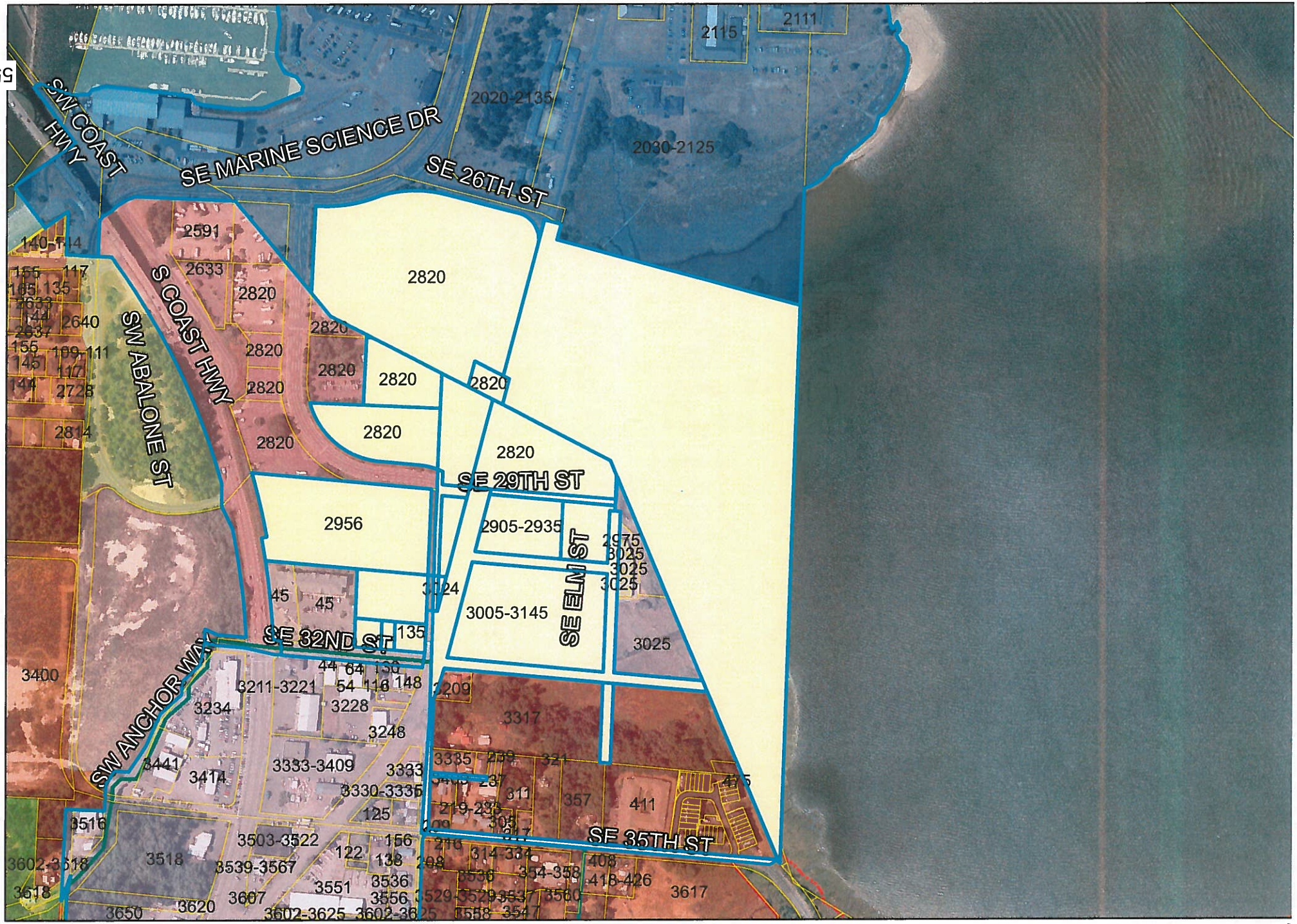
[1] Notice of the public hearing is being sent to affected property owners (according to Lincoln County Assessor's records) within the notification distance required for the request, affected public/private utilities/agencies, and affected city departments.



NEWPORT
City of Newport
Community Development Department
169 SW Coast Highway
Newport, OR 97365
Phone:1.541.574.0629
Fax:1.541.574.0644

Title

Image Taken July 2013

0 100 200 400 600 800 1,000 Feet

CITY OF NEWPORT
% OREGON COAST AQUARIUM INC
LEASE
PO BOX 2000
NEWPORT, OR 97365

NEWPORT HOSPITALITY LLC
135 SE 32ND ST
NEWPORT, OR 97365

OREGON COAST AQUARIUM INC
ATTN GOULETTE RICK
2820 SE FERRY SLIP RD
NEWPORT, OR 97365

OREGON COAST AQUARIUM INC
PO BOX 2000
NEWPORT, OR 97365

PORT OF NEWPORT
% OREGON COAST AQUARIUM INC
LEASE
PO BOX 2000
NEWPORT, OR 97365

PORT OF NEWPORT
% OREGON COAST AQUARIUM THE
INC, LEASE
2820 SE FERRY SLIP RD
NEWPORT, OR 97365

SOUTH BEACH COMM ASSOC
ATTN STOCKER JACK
PO BOX 176
SOUTH BEACH, OR 97366

WETLANDS CONSERVANCY
4640 SW MACADAM AVE
STE 50
PORTLAND, OR 97239

YAQUINA BAY DEVELOPMENT
CORPORATION
ATTN ALAN WELLS
202 NW 6TH
CORVALLIS, OR 97330

EXHIBIT "A"
MAILING LABELS
ADJACENT PROPERTIES
File No. 1-SV-17

Lincoln County Assessor
Lincoln County Courthouse
225 W Olive St
Newport OR 97365

EMAIL
PATRICK WINGARD
patrick.wingard@state.or.us
DLCD NORTH COAST REGIONAL
SOLUTIONS CTR

CenturyLink
ATTN: Corky Fallin
740 State Street
Salem OR 97301

ODOT REGION 2 MANAGER E-MAIL:
ODOTR2PLANMGR@ODOT.STATE.OR.US
Sonny.P.CHICKERING@odot.state.or.us

Central Lincoln PUD
ATTN: Randy Grove
PO Box 1126
Newport OR 97365

Lincoln County Clerk
Lincoln County Courthouse
225 W Olive St
Newport OR 97365

NW Natural
ATTN: Alan Lee
1405 SW Highway 101
Lincoln City OR 97367

Charter Communications
ATTN: Keith Kaminski
355 NE 1st St
Newport OR 97365

Lincoln County Commissioners
Lincoln County Courthouse
225 W Olive St
Newport OR 97365

Lincoln County School District
ATTN: Superintendent
PO Box 1110
Newport OR 97365

Lincoln County Surveyor
880 NE 7th St
Newport OR 97365

OREGON DEPT OF PARKS & REC
725 Summer St. N.E. Suite C
Salem, OR 97301

PORT OF NEWPORT
ATTN: KEVIN GREENWOOD
600 SE BAY BLVD
NEWPORT OR 97365

Ted Smith
Library Director

Tim Gross
Public Works

Rob Murphy
Fire Chief

Jason Malloy
Police Chief

Mike Murzynsky
Finance Director

Joseph Lease
Building Official

Spencer Nebel
City Manager

Victor Mettle
Code Administrator/Planner

EXHIBIT 'A'
Affected Agencies

Jim Protiva
Parks & Rec.

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

The Newport City Council will hold a public hearing at 6:00 p.m. on Tuesday, August 22, 2017, in the City Hall Council Chambers, to review a proposed street vacation (File No. 1-SV-17) as initiated by the City Council at the request of Dustin Capri on behalf of Oregon Coast Aquarium. The request, which was initiated on April 3, 2017, is to vacate a portion of the SE Ferry Slip Rd right-of-way that has not been developed for road use. City owned land, leased by the Oregon Coast Aquarium, contain portions of the as-travelled road. These will be dedicated as road right-of-way. The objective is to get the road contained within the right-of-way. Oregon Revised Statute (ORS) 271.120 requires that: (1) The consent of the owners of the requisite area have been obtained; (2) Notice has been duly given; and (3) The public interest will not be prejudiced by the vacation of such plat or street or parts thereof. Testimony and evidence must be directed toward the request above or other criteria, including criteria within the Comprehensive Plan and its implementing ordinances, which the person believes to apply to the decision. Failure to raise an issue with sufficient specificity to afford the city and the parties an opportunity to respond to that issue precludes an appeal (including to the Land Use Board of Appeals) based on that issue. Testimony may be submitted in written or oral form. Oral testimony and written testimony will be taken during the course of the public hearing. The hearing may include a report by staff, testimony from the applicant and proponents, testimony from opponents, rebuttal by applicant, and questions and deliberation by the City Council. Written testimony sent to the Community Development (Planning) Department (address under "Reports/Materials") must be received by 5:00 p.m. the day of the hearing to be included as part of the hearing or must be personally presented during testimony at the public hearing. The staff report may be reviewed or a copy purchased at the Newport Community Development (Planning) Department (address above) seven days prior to the hearing. The file materials and the applicable criteria are currently available for inspection at no cost or copies may be purchased for reasonable cost at this address. Contact Derrick Tokos, Community Development Director (541) 574-0626 (address above).

(FOR PUBLICATION ONCE ON FRIDAY, AUGUST 4, 2017; ONCE ON FRIDAY, AUGUST 11, 2017; AND ONCE ON WEDNESDAY, AUGUST 16, 2017.)

LEGAL DEADLINES:

WEDNESDAY EDITION:	FRIDAY EDITION:
5:00pm Thursday Prior	5:00pm Tuesday Prior

IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR LINCOLN COUNTY CASE NO. 17PB04945 NOTICE TO INTERESTED PERSONS IN THE MATTER OF THE ESTATE OF CAROL MAE HAKALA, DECEASED.

NOTICE IS HEREBY GIVEN that Ronald L. Sperry III, has qualified and been appointed as the Personal Representative of the estate. All persons having claims against the estate are hereby required to present them, with proper vouchers, within four months after the date of first publication of this notice, as stated below, to the Personal Representative, Ronald L. Sperry III c/o DC Law, McKinney & Sperry, PC, P.O. Box 1265, Roseburg, OR 97470, or the claims may be barred. Dated and first published this 21st day of July, 2017. Personal Representative: Ronald L. Sperry III, OSB #091525 DC Law McKinney & Sperry PC. PO Box 1265 Roseburg, OR 97470. Telephone: 541-673-4451 Fax: 541-673-1202.
J-21, J-28, A-04 (23-04).

FORECLOSURE SALE

At South Beach Mini Storage, 4844 S. Coast Hwy, South Beach, OR 97366. Starting at 4:00 PM on 8-25-17 for Unit #A-25, rented by Darcy Walton. A-04, A-09 (34-09).

PUBLIC SALE

Safe-Lock Storage located at 3639 SE Ash Street, South Beach, OR 97366 will hold a public foreclosure sale on Saturday, August 26 at 10:00 AM. Personal property of the following people will be sold:
B09 – Anthony Elgin, C11 – Trevor Hudson, C20 – Michelle Runyan, F29 – Ken Jasmin, G07 – Anthony Elgin, G25 – Ocean Bleu Seafoods, K03 – Mark Olla & Susan Clarke, K20 – Greg Chambers, L20 – Seaora & Klodoaldo Cuevas, R08 – Nicholas Borden, S22 – Stephanie Anton, T01 – Alberto Gonzalez. The persons mentioned above may contact us prior to the sale at (541) 867-4607. A-04, 09, 11, 16 (35-16).

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

The Newport City Council will hold a public hearing at 6:00 p.m. on Tuesday, August 22, 2017, in the City Hall Council Chambers, to review a proposed street vacation (File No. 1-SV-17) as initiated by the City Council at the request of Dustin Capri on behalf of Oregon Coast Aquarium. The request, which was initiated on April 3, 2017, is to vacate a portion of the SE Ferry Slip Rd right-of-way that has not been developed for road use. City owned land, leased by the Oregon Coast Aquarium, contain portions of the as-travelled road. These will be dedicated as road right-of-way. The objective is to get the road contained within the right-of-way. Oregon Revised Statute (ORS) 271.120 requires that: (1) The consent of the owners of the requisite area have been obtained; (2) Notice has been duly given; and (3) The public interest will not be prejudiced by the vacation of such plat or street or parts thereof. Testimony and evidence must be directed toward the request above or other criteria, including criteria within the Comprehensive Plan and its implementing ordinances, which the person believes to apply to the decision. Failure to raise an issue with sufficient specificity to afford the city and the parties an opportunity to respond to that issue precludes an appeal (including to the Land Use Board of Appeals) based on that issue. Testimony may be submitted in written or oral form. Oral testimony and written testimony will be taken during the course of the public hearing. The hearing may include a report by staff, testimony from the applicant and proponents, testimony from opponents, rebuttal by applicant, and questions and deliberation by the City Council. Written testimony sent to the Community Development (Planning) Department (address under "Reports/Materials") must be received by 5:00 p.m. the day of the hearing to be included as part of the hearing or must be personally presented during testimony at the public hearing. The staff report may be reviewed or a copy purchased at the Newport Community Development (Planning) Department (address above) seven days prior to the hearing. The file materials and the applicable criteria are currently available for inspection at no cost or copies may be purchased for reasonable cost at this address. Contact Derrick Tokos, Community Development Director (541) 574-0626 (address above). A-04, A-11, A-16 (36-16).

IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR LINCOLN COUNTY

UMPQUA BANK; Plaintiff, v. DOE 1 and DOE 2, being the occupants of or parties in possession or claiming any right to possession of the Real Property commonly known as 1709 NW Graham Ct., Waldport, OR 97394; DOE 3 and DOE 4, being the unknown heirs and devisees of Thomas Pearce Brownbridge and also all other persons or parties unknown claiming any right, title, lien, or interest in the property described in the Complaint herein; NATHAN BROWNBRIDGE, individually and as Personal Representative of the Estate of Thomas Pearce Brownbridge; BANK OF AMERICA, N.A.; VERIZON WIRELESS; BAYSHORE BEACH CLUB, INC.; BAYSHORE BEACH CLUB HOMEOWNER'S ASSOCIATION; STATE OF OREGON, DEPARTMENT OF HUMAN SERVICES, ESTATE ADMINISTRATION UNIT; and OREGON HEALTH AUTHORITY; Defendants. Case No. 17CV24812 SUMMONS. TO: Defendants Doe 3 and Doe 4: IN THE NAME OF THE STATE OF OREGON: You are hereby required to appear and defend the Complaint filed against you in the above case within thirty days after the first date of publication of this summons, and if you fail to appear and defend, the Plaintiff will apply to the court for the relief demanded in the Complaint. The object of the Complaint and the demand for relief are: The Plaintiff seeks to foreclose its trust deed on the subject real property described in the Complaint as described below in the amount of $133,417.88 plus interest, late charges, costs, advances, and attorney's fees, and to cause the subject property to be sold by the Sheriff of Lincoln County, foreclosing the interests of all defendants in the real property with the proceeds applied to satisfy Plaintiff's lien. The real property is described as follows: Lot 79, Block 2, BAYSHORE DIVISION NO. 1, County of Lincoln and State of Oregon. Which currently has the address of 1709 NW Graham Ct., Waldport, OR 97394. NOTICE TO DEFENDANT: READ THESE PAPERS CAREFULLY! You must "appear" in this case or the other side will win automatically. To "appear" you must file with the court a legal paper called a "motion" or "answer." The "motion" or "answer" must be given to the court clerk or administrator within 30 days of the date of first publication specified herein along with the required filing fee. It must be in proper form and have proof of service on the plaintiff's attorney or, if the plaintiff does not have an attorney, proof of service on the plaintiff. If you have questions, you should see an attorney immediately. If you need help in finding an attorney, you may call the Oregon State Bar's Lawyer Referral Service at (503) 684-3763 or toll-free in Oregon at (800) 452-7636. HERSHNER HUNTER, LLP. By /s/Nancy K. Cary. Nancy K. Cary, OSB 902254. ncary@hershner-hunter.com. Of Attorneys for Plaintiff. 180 East 11th Avenue. P.O. Box 1475. Eugene, Oregon 97440. Telephone: (541)686-8511. Fax: (541)344-2025. First Publication Date: August 4, 2017. A-04, 11, 18, 25 (37-25).

NOTICE TO INTERESTED PERSONS

Notice is hereby given that the undersigned has been appointed Personal Representative of the ESTATE OF ROBERT E. WONSON, DECEASED, Lincoln County, Oregon, Circuit Court Case No. 17PB05654.
All persons having claims against said estate are required to present them, with proper vouchers, within four months after the date of first publication of this notice, as stated below, to the Personal Representative at 285 Highway 101/P.O. Box 700, Waldport, Oregon 97394-0700, or they may be barred. All persons whose rights may be affected by these proceedings may obtain additional information from the records of the court, the Personal Representative, or the attorney for the Personal Representative. DATED and first published: August 4, 2017. Robert O. Wonson, Personal Representative.
Law Office of Holly Anne Gibbons, LLC, Attorney for Personal Representative, P.O. Box 700, Waldport, Oregon 97394-0700. A-04, 11, 18 (38-18).

09

LEGAL DEADLINES:

WEDNESDAY EDITION:
5:00pm Thursday

FRIDAY EDITION:
5:00pm Tuesday

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The Newport City Council will hold a public hearing at 6:00 p.m. on Tuesday, August 22, 2017, in the City Hall Council Chambers, to review a proposed street vacation (File No. 1-SV-17) as initiated by the City Council at the request of Dustin Capri on behalf of Oregon Coast Aquarium. The request, which was initiated on April 3, 2017, is to vacate a portion of the SE Ferry Slip Rd right-of-way that has not been developed for road use. City owned land, leased by the Oregon Coast Aquarium, contain portions of the as-travelled road. These will be dedicated as road right-of-way. The objective is to get the road contained within the right-of-way. Oregon Revised Statute (ORS) 271.120 requires that: (1) The consent of the owners of the requisite area have been obtained; (2) Notice has been duly given; and (3) The public interest will not be prejudiced by the vacation of such plat or street or parts thereof. Testimony and evidence must be directed toward the request above or other criteria, including criteria within the Comprehensive Plan and its implementing ordinances, which the person believes to apply to the decision. Failure to raise an issue with sufficient specificity to afford the city and the parties an opportunity to respond to that issue precludes an appeal (including to the Land Use Board of Appeals) based on that issue. Testimony may be submitted in written or oral form. Oral testimony and written testimony will be taken during the course of the public hearing. The hearing may include a report by staff, testimony from the applicant and proponents, testimony from opponents, rebuttal by applicant, and questions and deliberation by the City Council. Written testimony sent to the Community Development (Planning) Department (address under "Reports/Materials") must be received by 5:00 p.m. the day of the hearing to be included as part of the hearing or must be personally presented during testimony at the public hearing. The staff report may be reviewed or a copy purchased at the Newport Community Development (Planning) Department (address above) seven days prior to the hearing. The file materials and the applicable criteria are currently available for inspection at no cost or copies may be purchased for reasonable cost at this address. Contact Derrick Tokos, Community Development Director (541) 574-0626 (address above). A-04, A-11, A-16 (36-16).

IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR LINCOLN COUNTY
UMPQUA BANK; Plaintiff, v. DOE 1 and DOE 2, being the occupants of or parties in possession or claiming any right to possession of the Real Property commonly known as 1709 NW Graham Ct., Waldport, OR 97394; DOE 3 and DOE 4, being the unknown heirs and devisees of Thomas Pearce Brownbridge and also all other persons or parties unknown claiming any right, title, lien, or interest in the property described in the Complaint herein; NATHAN BROWNBRIDGE, individually and as Personal Representative of the Estate of Thomas Pearce Brownbridge; BANK OF AMERICA, N.A.; VERIZON WIRELESS; BAYSHORE BEACH CLUB, INC.; BAYSHORE BEACH CLUB HOMEOWNER'S ASSOCIATION; STATE OF OREGON, DEPARTMENT OF HUMAN SERVICES, ESTATE ADMINISTRATION UNIT; and OREGON HEALTH AUTHORITY; Defendants. Case No. 17CV24812 SUMMONS. TO: Defendants Doe 3 and Doe 4: IN THE NAME OF THE STATE OF OREGON: You are hereby required to appear and defend the Complaint filed against you in the above case within thirty days after the first date of publication of this summons, and if you fail to appear and defend, the Plaintiff will apply to the court for the relief demanded in the Complaint. The object of the Complaint and the demand for relief are: The Plaintiff seeks to foreclose its trust deed on the subject real property described in the Complaint as described below in the amount of $133,417.88 plus interest, late charges, costs, advances, and attorney's fees, and to cause the subject property to be sold by the Sheriff of Lincoln County, foreclosing the interests of all defendants in the real property with the proceeds applied to satisfy Plaintiff's lien. The real property is described as follows: Lot 79, Block 2, BAYSHORE DIVISION NO. 1, County of Lincoln and State of Oregon. Which currently has the address of 1709 NW Graham Ct., Waldport, OR 97394. NOTICE TO DEFENDANT: READ THESE PAPERS CAREFULLY! You must "appear" in this case or the other side will win automatically. To "appear" you must file with the court a legal paper called a "motion" or "answer." The "motion" or "answer" must be given to the court clerk or administrator within 30 days of the date of first publication specified herein along with the required filing fee. It must be in proper form and have proof of service on the plaintiff's attorney or, if the plaintiff does not have an attorney, proof of service on the plaintiff. If you have questions, you should see an attorney immediately. If you need help in finding an attorney, you may call the Oregon State Bar's Lawyer Referral Service at (503) 684-3763 or toll-free in Oregon at (800) 452-7636. HERSHNER HUNTER, LLP. By /s/Nancy K. Cary. Nancy K. Cary, OSB 902254. ncary@hershner-hunter.com. Of Attorneys for Plaintiff. 180 East 11th Avenue. P.O. Box 1475. Eugene, Oregon 97440. Telephone: (541)686-8511. Fax: (541)344-2025. First Publication Date: August 4, 2017.
A-04, 11, 18, 25 (37-25).

NOTICE TO INTERESTED PERSONS
Notice is hereby given that the undersigned has been appointed Personal Representative of the ESTATE OF ROBERT E. WONSON, DECEASED, Lincoln County, Oregon, Circuit Court Case No. 17PB05654. All persons having claims against said estate are required to present them, with proper vouchers, within four months after the date of first publication of this notice, as stated below, to the Personal Representative at 285 Highway 101/P.O. Box 700, Waldport, Oregon 97394-0700, or they may be barred. All persons whose rights may be affected by these proceedings may obtain additional information from the records of the court, the Personal Representative, or the attorney for the Personal Representative. DATED and first published: August 4, 2017. Robert O. Wonson, Personal Representative. Law Office of Holly Anne Gibbons, LLC, Attorney for Personal Representative, P.O. Box 700, Waldport, Oregon 97394-0700. A-04, 11, 18 (38-18).

LEGAL/PUBLIC NOTICE OF RECONVEYANCE
Public notice is hereby given to the recipient of same that as of the tenth day of July in the year of our Lord two thousand seventeen the property as described herein is in private ownership as reconveyed under instruments filed as Notice and Declaration of Update of Land Patent. I do claim the forever benefits, as related to my land only, of the original Land Patent, Homestead Certificate No. 1651, Application 3933, dated August 13, 1883. Property Description: Twp. 14, Rge. 12 W, Sec. 27, 1/4 A, 1/16 D, Parcel No. 2502, Block 4, Lot 5 now covered under Private Indemnity Bond AMRI00001 RA39342764OUS-Oregon. I hereby certify the foregoing to be the truth, the whole truth, and nothing but the truth under the penalty of perjury to the extent I am able to perceive and articulate it. Given under my hand without prejudice this eighth day of August in the year of our Lord two thousand seventeen, witness my hand and signature. Jennifer Lee McKay nee Scheetz, in esse, sui juris, c/o Post Office Box 682, Yachats, Oregon. A-11, A-18, A-25, S-01 (43-01).

NOTICE
The Housing Authority of Lincoln County has developed its Fiscal Year 2018 Annual Plan in compliance with the Quality Housing and Work Responsibility Act of 1998. The draft plan will be available for review starting September 1, 2017 at the Housing Authority's office, 1039 NW Nye Street, Newport, Oregon. The Authority's open hours are Mondays through Thursday 8:30 a.m. to noon and 1:00 - 4:00 p.m. A public hearing will be held on September 26, 2017 at the Housing Authority office at 5:30 PM. Written comments regarding the Plan will be accepted for consideration by the Housing Authority until midnight, October 6, 2017 and may be mailed to the attention of the Executive Director, Housing Authority of Lincoln County, P. O. Box 1470, Newport, OR. 97365. A-11 (44-11).

IN THE COURT OF THE STATE OF OREGON FOR THE COUNTY OF LINCOLN PROBATE DEPARTMENT IN THE MATTER OF THE ESTATE OF JACK JOE STEVENSON, DECEASED. NO. 16PB03512 NOTICE TO INTERESTED PERSONS
Notice is hereby given pursuant to ORS 113.155 that the undersigned has been appointed and has qualified as the personal representative of the estate. All persons having claims against the estate are hereby required to present the same, with proper vouchers, within four months after the date of first publication of this notice, as stated below, to the personal representative at: Francisca Trujillo-Dalbey c/o James Bjornsen. Attorney Sea Towne Center 1676 NC Hwy, Ste 1676 Newport, OR 97365 (541) 272-5454 or they may be barred. All persons whose rights may be affected by the proceedings in this estate may obtain additional information from the records of the court, the personal representative of the attorney for the personal representative. Date first published: August 11, 2017. /s/ Francisca Trujillo-Dalbey, Personal Representative. A-11, A-18, A-25 (45-25).

PUBLIC SALE ANNOUNCEMENT
On August 25th 2017 @ 2:00 a public sale will be held at Ideal Storage (Toledo) 5441 W. Hwy 20 PO BOX 357 Toledo, OR 97391 541.336.9611 fax 541.336.4817. Contents of Unit #T0854 Rented by ROBERT SHIRK, Contents of Unit #T087 Rented by AMY BAYYA, Contents of Unit #T088 Rented by KOHRI MINTON-SHERMAN, Contents of Unit #T053 Rented by LINDA RAMERT, Contents of Unit #T080 Rented by JASON LUCCKINI, Contents of Unit #T039 Rented by JEFF CARLEY. The aforementioned party/parties can contact us prior to the sale. We reserve the right to reject any or all bids/sales. A-11, A-16 (46-16).

PUBLIC SALE ANNOUNCEMENT
On August 29th 2017 @ 2:00 a public sale will be held at Ideal Storage (Siletz) 134 NE Metcalf Siletz, OR 97380 PO BOX 357 Toledo, OR 97391 541.336.9611. Contents of Unit #S034 Rented by NATOSHA SCHWARTZ, Contents of Unit #S301 Rented by CAROL MABEY, Contents of Unit #S078 Rented by KATHLEEN BEARDON. The aforementioned party/parties can contact us prior to the sale. We reserve the right to reject any or all bids/sales. A-11, A-16 (47-16).

PUBLIC NOTICE
The Pacific Communities Health District Board of Directors will hold a Regular meeting on Monday, August 14, at 4:00 p.m. in the Education Conference Room at Samaritan Pacific Communities Hospital, 930 SW Abbey St., Newport, Oregon. The meeting agenda includes meeting minutes, financial reports and facility reports. For additional information contact 541-574-1803, or visit www.pchdistrict.org
A-11 (48-11).

NOTICE OF PUBLIC HEARING
HEARING: Amend Lincoln County Code (LCC) Chapter 1 Section 1.1371 (Definitions for LCC 1.1372 to 1.1375), Section 1.1373 (Agricultural Conservation Zone A-C), Section 1.1375 (Timber conservation Zone T-C) and Section 1.1630 (Standards and Procedures Governing Conditional Uses) for consistency with current state rules and statutes affecting exclusive farm use (EFU) and forest zones. These amendments have been prepared as a part of the Multi-County Code Update Project under guidance from the Oregon Department of Land Conservation and Development. FILE MATERIALS: File materials may be reviewed at the Lincoln County Department of Planning and Development, 210 SW 2nd Street, Newport, Oregon, between the hours of 8:00 a.m. and 4 p.m., Monday through Friday. TESTIMONY: Testimony can be submitted in written or oral form. Letters should be sent to the Lincoln County Department of Planning and Development; oral testimony will be taken during the course of the public hearing. Written testimony in advance of the hearing is encouraged. The Chair reserves the right to limit the time allowed for oral testimony. CONTACT: Onno Husing, Director, 541-265-4192 TIME/PLACE OF HEARING: Monday, August 28, 2017, at 7:30 p.m. in the Lincoln County Courthouse, Board of Commissioner's Conference Room, East Entrance, 225 W. Olive Street, Newport, Oregon, 97365 For special physical, language or other accommodations at the Planning Commission meeting, please contact the Lincoln County Planning Department at 541-265-4192 or dial 7-1-1 Relay Service and include e-mail as soon as possible, but at least 48 hours before the meeting. A-11 (49-11).

NOTICE OF PUBLIC HEARING
HEARING: Amend Bayshore Foredune Management Plan under Lincoln County Code Chapter 1 Section 1.0108 Adoption of Bayshore Dune Management Plan to relocate the eastern boundary of Management Units 5 – 8 eighty feet from the east boundary to the west boundary of the public right-of way of NW Oceania. FILE MATERIALS: File materials may be reviewed at the Lincoln County Department of Planning and Development, 210 SW 2nd Street, Newport, Oregon, between the hours of 8:00 a.m. and 4 p.m., Monday through Friday. TESTIMONY: Testimony can be submitted in written or oral form. Letters should be sent to the Lincoln County Department of Planning and Development; oral testimony will be taken during the course of the public hearing. Written testimony in advance of the hearing is encouraged. The Chair reserves the right to limit the time allowed for oral testimony. CONTACT: Onno Husing, Director, 541-265-4192

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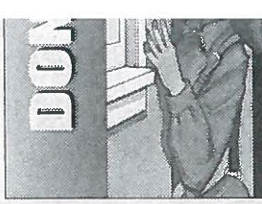
8/11/17

really affect how teams can play," Allan said. "I'd like to see us get to 30-plus."

The practices won't be all conditioning this week. Working on the fundamentals will be added to the conditioning vs. Elmira at 2 p.m. at Morrow Field.

Contact editor Brian Rathbone at 541-265-8571 ext. 222 or brathbone@newportnews-times.com


Call (541) 265-8571.
NEWS TIMES
Your information source for the Central Oregon Coast
61

NAVIGATE TO OUR WEBSITE:
www.newportnewstimes.com
your source for news and information on the coast

PUBLIC NOTICES

LEGAL DEADLINES:

WEDNESDAY EDITION: 5:00PM Thursday Prior

FRIDAY EDITION: 5:00PM Tuesday Prior

IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR THE COUNTY OF LINCOLN NOTICE TO INTERESTED PERSONS IN THE MATTER OF THE ESTATE OF: MARY M. KUENZLI, DECEASED. NO. 17PB05518.

NOTICE IS HEREBY GIVEN that Marilyn A. Stein has been appointed personal representative of the estate of Mary M. Kuenzli. All persons having claims against the estate are required to present them, with vouchers attached, to the personal representative at PO Box 1510, Newport, OR 97365, within four months after the date of first publication of this notice, or the claims may be barred. All persons whose rights may be affected by the proceedings may obtain additional information from the records of the court, the personal representative, or the attorney for the personal representative. Dated and first published on July 26, 2017. LAW OFFICE OF DENNIS L. BARTOLDUS /s/ Clifford G. Collard, OSB #771435 Attorney for Personal Representative 380 SW 2nd Street PO Box 1510 Newport, OR 97365 Phone: 541-265-5400 Fax: 541-265-7633 cliff@bartoldus-law.com Personal Representative: Marilyn A. Stein 81108 Cooney Ln. Hermiston, OR 97838. Phone: 541-398-0236. J-26, A-02, A-09, A-16 (26-16).

PUBLIC SALE

Safe-Lock Storage located at 3639 SE Ash Street, South Beach, OR 97366 will hold a public foreclosure sale on Saturday, August 26 at 10:00 AM. Personal property of the following people will be sold:
B09 – Anthony Elgin, C11 – Trevor Hudson, C20 – Michelle Runyan, F29 – Ken Jasmin, G07 – Anthony Elgin, G25 – Ocean Bleu Seafoods, K03 – Mark Olla & Susan Clarke, K20 – Greg Chambers, L20 – Seaora & Klodoaldo Cuevas, R08 – Nicholas Borden, S22 – Stephanie Anton, T01 – Alberto Gonzalez. The persons mentioned above may contact us prior to the sale at (541) 867-4607. A-04, 09, 11, 16 (35-16).

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

The Newport City Council will hold a public hearing at 6:00 p.m. on Tuesday, August 22, 2017, in the City Hall Council Chambers, to review a proposed street vacation (File No. 1-SV-17) as initiated by the City Council at the request of Dustin Capri on behalf of Oregon Coast Aquarium. The request, which was initiated on April 3, 2017, is to vacate a portion of the SE Ferry Slip Rd right-of-way that has not been developed for road use. City owned land, leased by the Oregon Coast Aquarium, contain portions of the as-travelled road. These will be dedicated as road right-of-way. The objective is to get the road contained within the right-of-way. Oregon Revised Statute (ORS) 271.120 requires that: (1) The consent of the owners of the requisite area have been obtained; (2) Notice has been duly given; and (3) The public interest will not be prejudiced by the vacation of such plat or street or parts thereof. Testimony and evidence must be directed toward the request above or other criteria, including criteria within the Comprehensive Plan and its implementing ordinances, which the person believes to apply to the decision. Failure to raise an issue with sufficient specificity to afford the city and the parties an opportunity to respond to that issue precludes an appeal (including to the Land Use Board of Appeals) based on that issue. Testimony may be submitted in written or oral form. Oral testimony and written testimony will be taken during the course of the public hearing. The hearing may include a report by staff, testimony from the applicant and proponents, testimony from opponents, rebuttal by applicant, and questions and deliberation by the City Council. Written testimony sent to the Community Development (Planning) Department (address under "Reports/Materials") must be received by 5:00 p.m. the day of the hearing to be included as part of the hearing or must be personally presented during testimony at the public hearing. The staff report may be reviewed or a copy purchased at the Newport Community Development (Planning) Department (address above) seven days prior to the hearing. The file materials and the applicable criteria are currently available for inspection at no cost or copies may be purchased for reasonable cost at this address. Contact Derrick Tokos, Community Development Director (541) 574-0626 (address above). A-04, A-11, A-16 (36-16).

PROPOSALS REQUESTED DESIGN-ASSIST MECHANICAL, ELECTRICAL & PLUMBING OREGON STATE UNIVERSITY MARINE STUDIES INITIATIVE BUILDING 2030 SE MARINE SCIENCE DRIVE NEWPORT, OR 97365 BIDS ARE DUE TO ANDERSEN CONSTRUCTION AUGUST 21, 2017 BY 2PM.

Project Description - The Marine Studies Initiative building is a new state of the art three-story 70,000 SF laboratory facility consisting of research and teaching laboratories, offices, and a 250-person auditorium. It is located on the Oregon State University Hatfield Marine Science Center campus in Newport, Oregon. Documents - Early Work Package #1 - Mechanical, Electrical and Plumbing
Bid documents will be available on August 1, 2017 to review and download from Andersen's Egnyte file at: https://andersencloud.egnyte.com/fl/QyUf711rw8. Contacts - All requests for clarification are to be submitted via email to Kris Anderson kanderson@andersen-const.com and Chris Reetz creetz@andersen-const.com. The cut-off date for all requests for information (RFI's) shall be August 7, 2017 at 5:00 PM. All bids shall be submitted through email or delivered in a sealed envelope with a flash drive containing electronic documents to the attention of Chris Reetz and Kris Anderson at the following address: Andersen Construction | 6712 North Cutter Circle | Portland, OR 97217 | ATTN: Chris Reetz & Kris Anderson. See e-mail addresses above. 6712 N. Cutter Circle, Portland, OR 97217.
Phone (503) 283-6712 Fax (503) 283-3607. We are an equal opportunity employer and strongly encourage the participation of emerging small business, women-owned, disadvantaged, disabled veterans and minority enterprises. A-09, A-16 (39-16).

NOTICE OF DEFAULT AND FORECLOSURE SALE

Trustee Sale No: 129702-OR Loan No: 431-4929409 Title Order No: 8707265 APN R239199/07-11-11-CD-08400-00 WHEREAS, on 11/03/2009, a certain Deed of Trust was executed by DAVID L. MCCALL AND CONNIE L. MCCALL, as trustor in favor of BANK OF AMERICA, N.A. as beneficiary and NORTHWEST TRUSTEE SERVICES, INC as trustee, and was recorded on 11/09/2009 as Document No. 2009-12926, and WHEREAS, the Deed of Trust was insured by the United States Secretary of Housing and Urban Development (the Secretary) pursuant to the National Housing Act for the purpose of providing single family housing; and WHEREAS the beneficial interest in the Deed of Trust is now owned by the Secretary, pursuant to an assignment recorded 06/25/2013 in document no. 2013-06181, of Official records in the office of the Recorder of LINCOLN County, OR, and WHEREAS a default has been made in the covenants and conditions of the Deed of Trust PURSUANT TO SECTION 9 (A)(i), OF THE LOAN DOCUMENTS "AN IMMEDIATE PAYMENT IN FULL. AS DEFINED, THE LENDER WILL REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL OUTSTANDING PRINCIPAL AND ACCRUED INTEREST IF; A BORROWER DIES AND THE PROPERTY IS NOT THE PRINCIPAL RESIDENCE OF AT LEAST ONE SURVIVING BORROWER." INCLUDING ALL FORECLOSURE FEES, ATTORNEY FEES AND ADVANCES TO SENIOR LIENS, INSURANCE, TAXES AND ASSESSMENTS. WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Deed of Trust to be immediately due and payable; NOW THEREFORE, pursuant to powers vested in me by the Single Family Mortgage Foreclosure Act of 1994, 12 U.S.C. 3751 et seq., by 24 CFR part 27, subpart B, and by the Secretary's designation of me as Foreclosure Commissioner, recorded on 06/28/2017 as Instrument No. 2017-06058, notice is hereby given that on 08/30/2017, at 10:00AM local time, all real and personal property at or used in connection with the following described premises ("Property") will be sold at public auction to the highest bidder: AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST Commonly known as: 1636 NE REGATTA WAY, LINCOLN CITY, OR 97367 The sale will be held: At the south entrance of the Lincoln County Courthouse, 225 W Olive St, Newport, OR 97365 The Secretary of Housing and Urban Development will bid $772,601.50. There will be no proration of taxes, rents or other income or liabilities, except that the purchaser will pay, at or before closing, his pro rata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale. When making their bids, all bidders except the Secretary must submit a deposit totaling $77,260.15 [10% of the Secretary's bid] in the form of a certified check or cashier's check made out to the Secretary of HUD. A deposit need not accompany each oral bid. If the successful bid is oral, a deposit of $77,260.15 must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the highest bidder, he need not pay the bid amount in cash. The successful bidder will pay all conveying fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be returned to them. The Secretary may grant an extension of time within which to deliver the remainder of the payment. All extensions will be for a 15-day increments for a fee of $500.00, paid in advance. The extension fee will be in the form of a certified or cashier's check made payable to the Secretary of HUD. If the high bidder closes the sale prior to the expiration of any e
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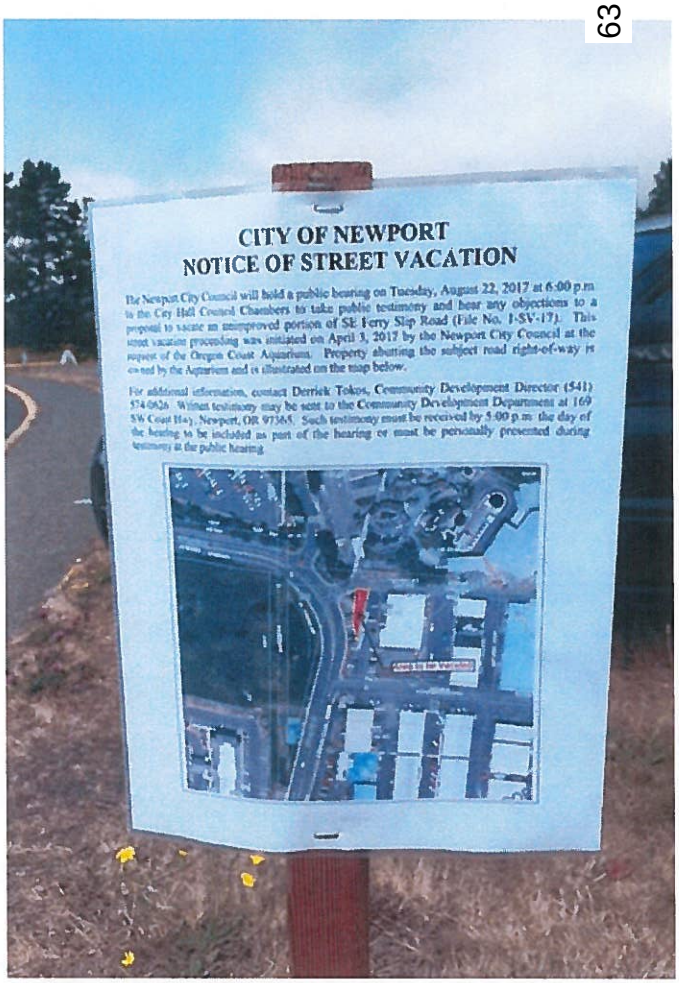
For additional information, contact Derrick Tokos, Community Development Director (541) 574-0626. Written testimony may be sent to the Community Development Department at 169 SW Coast Hwy, Newport, OR 97365. Such testimony must be received by 5:00 p.m. the day of the hearing to be included as part of the hearing or must be personally presented during testimony at the public hearing.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CITY OF NEWPORT
NOTICE OF STREET VACATION

City Council Agenda Item Report

Agenda Item No. 2016-1544
Submitted by: Gloria Tucker
Submitting Department: City Manager's Office
Meeting Date: August 22, 2017

SUBJECT
From the Greater Newport Chamber of Commerce - Tourism Promotion, Fulfillment and Development Report for the 2016-2017 Year

Recommendation:
Discussion

ATTACHMENTS

- City Mgr. R & R -- From the Greater Newport Chamber of Commerce – Tourism Promotion, Fulfillment and Development Report for the 2016-2017 Fiscal Year.docx
- City Tourism Report 2017.pdf
- 2017 Occupancy Accomodation Report.pdf
- Dean Runyon Report.pdf

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: August 22, 2017

Agenda Item:
From the Greater Newport Chamber of Commerce – Tourism Promotion, Fulfillment and Development Report for the 2016-2017 Year.

Background:
Newport Chamber of Commerce Executive Director, Lorna Davis, will provide a report to the City Council on Tourism Promotion, Fulfillment and Development activities for this past fiscal year. As you are aware, the City contracts with the Chamber of Commerce for visitor services and promotional activities for Newport. Sadly, for the City of Newport, this will be Lorna's last report to the City Council on these services. Lorna has accepted a job with Travel Oregon, coordinating their efforts in the Europeon market. Certainly on behalf of the City administration, I would like to congratulate Lorna on her new job, which we know she will be well-suited for. I would also like to thank her for years of service for the City of Newport, through the Chamber of Commerce and in other capacities as well.

Recommended Action:
No action required.

Fiscal Effects:
None.

Alternatives:
None recommended.

Respectfully Submitted,

Spencer R. Nebel
City Manager

Greater Newport Chamber of Commerce
Contract for Services

Tourism Promotion, Fulfillment and Development

REPORT FOR CITY COUNCIL

August 22nd 2017

The Greater Newport Chamber of Commerce
has provided Tourism Promotion, Fulfillment and Development services
for the City of Newport for many years.

This report is for the 2016-2017 fiscal year.

The current contract for services between
the City of Newport and the
Greater Newport Chamber of Commerce is set at $172,500.

The Chamber's Tourism Program of Work is
partially funded through the contract.
The partnership and program is fulfilled by an
additional $180,271 (app annual) Chamber investment.

Our Program

Visitor Center and Visitor Information

We are recognized by the State Tourism Commission as the DMO for Newport.
(Destination Marketing Organization*)*

The Visitor Center is operated by trained professional staff and open Monday through Friday from 8:30am to 5:00pm, and on Saturday from 10:00am to 2:00pm May through September.
The outdoor Visitor Kiosk is available 24/7.
A new Community Event Sign was completed in Fall of 2013.

We respond to requests for information generated from a variety of sources such as: Domestic and International Trade Show and Sales Mission, Destination Newport Marketing, Direct Chamber Promotion Leads, Trade and Travel Industry Leads, Media and Journalist Requests, and Website, Social Media, E-Newsletter and Contest Leads.

We respond via phone, email, social media and face to face by providing the most up to date information about Newport including maps, visitor guides, travel publications and other printed and digital collateral.

Visitor Center and Visitor Information continued…

At A Glance….

Visitor Information:
- Newport Visitor Brochure and Map
- Comprehensive Community Calendar of Events-Printed and Online
- Map "Exploring Newport A-Z"
- Digital Local Information-ongoing list of attractions and activity information.
  -Provided to Local Businesses for at your fingertips info
- Oregon Calendar of Events advertising
- Facility Guide-Online
- Travel Newport Guide
- Discover Newport Community Profile Guide

Visitor Kiosk and Community Event Sign
- Maintain 24 hour Information Kiosk
- Provide information about Newport to other regional kiosk centers
- Community Event Sign

Visitor Web Page-Social Media

At a Glance…

Visitor Web Page, Social Media
- Maintain 3 mobile friendly websites and five Social Media accounts
- Calendar of Events-with RSS feed to Northwest Media
- Photo Library (images updated yearly)
- Press Release Page
- Group Tour Information
- Facility Information
- Shuttle Maps and Business Information
- Attraction Information
- Business Information
- Response to e-mail and social media
- Content management of websites and social media-in concert with News Media Corp and Destination Newport Committee

Visitor Web Page-Social Media continued….

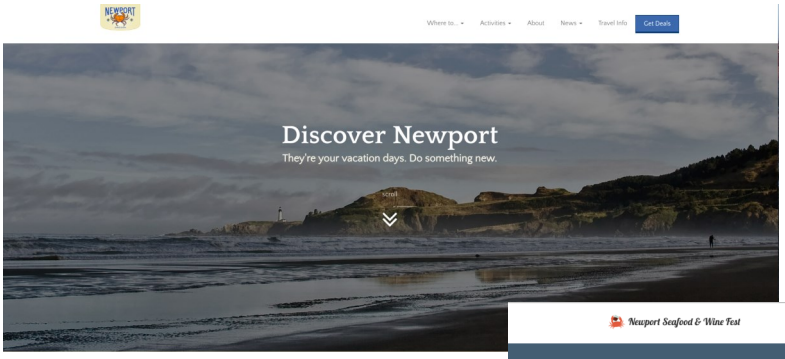
The Chamber maintains and manages 3 websites

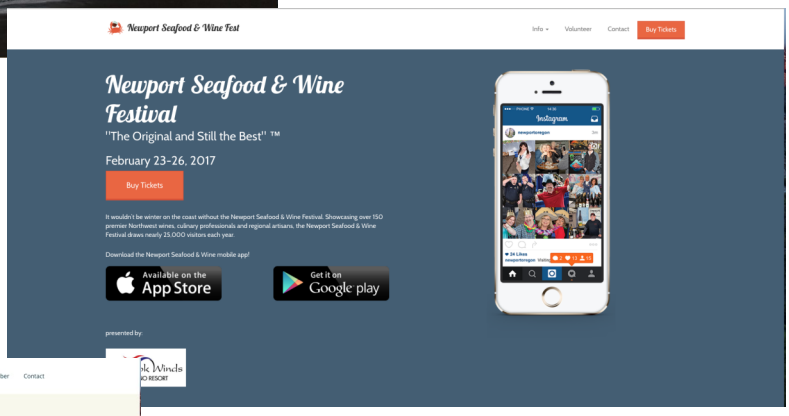
- *Newportchamber.org*
- *Discovernewport.com*
- *Seafoodandwine.com*

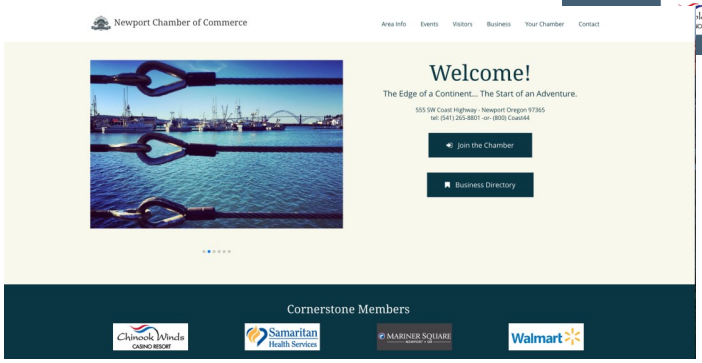
Each houses a vast amount of information about Newport, and each have their own unique function. The Chamber website is designed to serve a number of needs from economic, business, visitor and member resource including a comprehensive calendar of events, photo library, press release page, group tour information page, facility information, shuttle maps, business information, attraction information, and more. The website is updated as often as daily to ensure content is fresh, accurate and informative. We work day to day with News Media Corp (News-Times) who provides agency services for Destination Newport, to manage and source content of all three sites and social media channels.

The Chamber maintains a database through Discover Newport, delivering a quarterly e-newsletter to subscribers, while also creating online contests and promotions to generate interest in visiting Newport.

We engage an audience through Facebook, with daily postings to attract visitors to Newport and keep us at the top of mind for travel planning. We utilize a vast photo library and post boosting to help broaden our reach.







Destination Newport Committee
Support and Participation

At a Glance…

Support the Goals of the City's Destination Newport Committee:

- Support all Destination Newport Committee Programs
- Forward marketing opportunities to the Committee for consideration
- Participate on the Destination Newport Committee
- Fulfill Destination Newport Committee Requests related to Tourism or Relocation Marketing
- Demonstrate intimate knowledge of Newport

We provide support and response for all Destination Newport promotions and advertising from print, radio, online or otherwise through email and our call center. In the past several years, the committee has worked with News Media Corp for Agency Services. With an increased budget for the committee, additional marketing has given favorable results and required more "hands on" work for Chamber staff. Lorna Davis is a member of the Destination Newport Committee, has taken the responsibility at the Chamber to represent the committees' recommendations before council, carry out actions including coordinating media, artwork, photography, production for television and video, online promotions and media relations. The 7 member committee is all-volunteer, however the Chamber works day to day with News Media Corp providing fulfillment services.

Tourism Development and Sales Mission
Collaboration, Media Support and Research

At a Glance….

Tourism Development and Sales Mission and Support

- Collaborate with local, regional and state tourism opportunities
- Support Familiarization and Research visitations with Media and Travel Trade Professionals
- Develop working relationships within the Travel Trade Industry to further market Newport both domestically and globally
- Support local events and activities that attract overnight visitors to Newport

We have developed partnerships with local, regional and state visitor organizations and provide sales presence and representation at domestic and international trade and travel shows. We meet with product managers, travel agents and journalists from a variety of media outlets providing up to date information about Newport. We facilitate and participate in familiarization visits for travel trade and media professionals to Newport which are individual and group research tours. We develop and arrange press and publicity for these and other events and engage in building relationships within the industry, which is a conduit to an increase in awareness of our area and our community amenities.The Chamber is continually called on to provide support for other community events that occur throughout the year.

Statistics

We maintain reports on visitor statistics in a number of areas.

- Newport Room Occupancy Report
- Dean Runyon Travel Impact Study

We track room tax collections that allow us to identify trends in room tax ebb and flow compared to occupancy and average daily rates.

Other Tourism Activities:

Hospitality Training: *We provide a program of Hospitality Training for front line tourism staff that involves customer service training, and a comprehensive platform of training on Newport's attractions, activities and amenities as part of our annual "Know Your Newport" Tradeshow and Seminar. This years show had record attendance.*
We have a Newport Employee of the Month and Employee of the Year program that recognizes outstanding customer service in the workplace, and encourages skill and service with our workforce.

Value Season Promotion: *This program is designed to enhance the support of Tourism during the shoulder season months. We have a "Treasures of the Sea" program, and regular online contests.*

Additional Chamber Programs Related to Tourism Promotion:

- **Beautification Program**
- **Seafood and Wine Festival**
- **Chamber Ambassador Program**

Program Allocations:

The Tourism Program as outlined in this report is funded by both the Chamber and the and the City through our Contract for Services. The allocation of those funds for the programs of work listed here are as follows:

1) **Visitor Center Program**
   Visitor Center/Visitor Information -Visitor Web Page-Social Media
   Contract for Services Allocation….. $40,414
   Chamber Funding Match……..$45,573 Total……. $85,987

2) **Tourism Development Program**
   Destination Newport Committee Support/Sales Mission/Trade Shows/ Industry Collaboration/ Media Support
   Contract for Services Allocation….. $36,918
   Chamber Funding Match……..$41,630 Total…….$78,548

3) **Tourism Fulfillment Program**
   Research/Statistics/Training/Staffing/Postage/Fulfillment/Program Maintenance
   Contract for Services Allocation….. $95,532
   Chamber Funding Match……..$107,729 Total…….$203,261

OTHER CHAMBER TOURISM PROGRAM COSTS NOT INCLUDED ABOVE

- **Seafood and Wine Festival** **$497,500** CASH AND IN-KIND)
- **Chamber Ambassador Program** **$5000**

In Summary:

The Chamber of Commerce has developed and maintains a multifaceted program of work for Tourism Development, Promotion and Fulfillment that is designed to attract visitors to Newport and increase the frequency and duration of those visits.
The investment made by the City is leveraged by a similar investment of the Chamber, which is unique to other City contracts, providing a more comprehensive approach and an increased opportunity for success of carrying out the scope of work and achieving goals.

Total City Contract **$172,500**
Total Chamber Investment/Leverage **$195,296 (app-annual)**

Total Tourism Promotion and Development **$367,796**
(NOT INCLUDING OTHER RELATED TOURISM PROGRAMS)

Accumulative % for all (8) participating hotel properties

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
2007	35.32%	51.40%	57.90%	54.80%	54.71%	68.44%	86.50%	91.10%	76.40%	61.27%	46.23%	33.53%	59.80%
2008	31.08%	45.14%	51.24%	47.78%	55.20%	62.55%	79.24%	86.79%	62.48%	58.38%	42.01%	23.54%	53.79%
2009	32.30%	40.30%	48.44%	46.77%	48.73%	63.33%	79.57%	84.49%	71.57%	60.10%	33.43%	26.93%	53.00%
2010	33.96%	48.04%	52.27%	46.78%	47.69%	63.81%	79.40%	81.29%	68.60%	56.31%	31.29%	34.21%	53.64%
2011	34.59%	45.42%	45.41%	44.69%	46.90%	61.59%	75.21%	81.21%	72.79%	61.13%	36.55%	45.48%	54.25%
2012	35.48%	48.28%	51.18%	51.06%	51.68%	65.36%	77.44%	82.21%	69.65%	52.67%	37.54%	36.92%	54.95%
2013	32.88%	45.61%	48.27%	47.27%	49.75%	61.44%	76.48%	85.74%	77.61%	62.02%	54.30%	35.98%	56.45%
2014	42.66%	40.92%	58.25%	51.63%	62.48%	64.90%	82.91%	86.94%	76.59%	66.01%	47.45%	44.77%	60.46%
2015	52.57%	53.76%	65.91%	57.20%	61.20%	70.81%	85.22%	86.60%	76.83%	65.08%	45.01%	36.90%	63.09%
2016	44.18%	53.16%	64.36%	60.48%	59.21%	69.05%	83.55%	84.24%	76.77%	59.43%	45.32%	36.78%	61.38%
2017	29.85%	54.20%	64.10%	56.13%	55.98%	62.89%							53.86%

Accumulative % for (4) participating hotel properties with 50 rooms or more

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
2007	35.86%	51.78%	59.03%	55.07%	54.56%	70.28%	88.55%	92.80%	77.90%	62.86%	47.28%	33.84%	60.82%
2008	32.14%	45.84%	52.03%	49.03%	55.51%	64.02%	80.34%	87.97%	63.12%	59.13%	43.07%	23.83%	54.67%
2009	33.10%	40.84%	49.50%	47.82%	49.20%	64.05%	81.52%	86.57%	72.54%	61.53%	34.22%	27.31%	54.02%
2010	35.52%	49.50%	53.20%	47.86%	48.23%	64.03%	81.08%	82.72%	68.79%	56.83%	31.77%	34.78%	54.53%
2011	35.17%	45.97%	46.00%	45.66%	46.93%	63.17%	76.87%	82.93%	72.89%	61.84%	37.38%	48.57%	55.28%
2012	37.85%	50.49%	53.25%	53.06%	53.48%	67.96%	79.80%	83.74%	70.33%	52.67%	38.83%	38.73%	56.68%
2013	34.56%	47.24%	49.00%	47.59%	48.85%	59.29%	75.16%	85.24%	77.16%	62.17%	55.94%	36.61%	56.57%
2014	43.09%	41.00%	58.24%	52.12%	63.29%	65.46%	83.69%	86.88%	76.99%	66.43%	48.50%	46.66%	61.03%
2015	54.25%	54.62%	67.25%	58.52%	61.44%	70.60%	84.09%	85.55%	75.97%	65.58%	49.68%	37.40%	63.74%
2016	45.41%	54.43%	65.59%	60.41%	59.59%	68.77%	82.68%	84.00%	76.31%	59.32%	45.42%	39.94%	61.82%
2017	29.73%	55.19%	65.40%	56.08%	55.67%	61.64%							53.95%

*This report is a general report of occupancy trends. Slight variances can occurdue to rooms or spaces being unavailable for a period of time. These fluctuations, however, are generally brief and have minimal temporary impact on estimates.

Accumulative % for (4) participating hotel properties with 30 rooms or less

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
2007	31.28%	48.60%	49.48%	52.15%	55.83%	54.36%	72.28%	78.49%	64.90%	49.40%	38.17%	28.08%	51.92%
2008	24.15%	39.83%	45.42%	38.21%	52.92%	51.28%	71.13%	78.12%	57.64%	52.20%	33.95%	21.44%	47.19%
2009	26.40%	36.33%	40.60%	38.74%	45.19%	57.83%	65.10%	69.02%	64.12%	49.52%	27.36%	24.15%	45.36%
2010	22.40%	37.20%	45.36%	38.51%	43.68%	62.17%	66.92%	70.67%	67.18%	52.44%	27.65%	29.95%	47.01%
2011	30.28%	41.34%	41.06%	37.22%	46.69%	50.79%	64.18%	69.77%	72.08%	56.38%	30.90%	24.86%	47.13%
2012	19.71%	33.51%	37.34%	37.37%	39.73%	47.56%	61.75%	72.01%	64.96%	52.64%	28.70%	24.86%	43.34%
2013	21.69%	34.71%	43.38%	45.12%	55.79%	76.13%	85.24%	89.08%	80.72%	60.98%	43.06%	31.80%	55.64%
2014	39.84%	40.37%	58.31%	48.33%	57.10%	61.07%	77.75%	87.29%	73.81%	63.22%	40.27%	32.17%	56.63%
2015	41.38%	47.88%	56.99%	48.18%	59.57%	72.23%	92.72%	93.55%	82.75%	61.78%	13.08%	33.59%	58.64%
2016	36.01%	44.70%	56.17%	61.01%	56.63%	70.91%	89.30%	85.86%	79.87%	60.15%	44.62%	35.74%	60.08%
2017	30.66%	47.64%	55.60%	56.49%	58.03%	71.37%							53.30%

Accumulative % for (3) participating campgrounds/RV parks

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
2007	9.60%	32.70%	31.52%	32.41%	41.28%	64.39%	169.13%	109.83%	82.00%	34.66%	32.50%	10.06%	54.17%
2008	9.16%	15.79%	29.58%	24.58%	37.14%	52.36%	97.69%	97.90%	70.80%	33.01%	19.51%	10.21%	41.48%
2009	11.47%	16.87%	26.67%	27.38%	45.33%	68.47%	103.03%	104.72%	82.38%	39.03%	18.26%	12.01%	46.30%
2010	10.80%	18.76%	30.52%	31.60%	33.57%	56.06%	85.41%	85.54%	63.89%	33.42%	15.02%	7.92%	39.38%
2011	9.02%	13.32%	20.05%	22.56%	31.83%	53.15%	78.10%	81.60%	61.08%	29.21%	13.94%	5.94%	34.98%
2012	7.37%	17.80%	18.95%	22.53%	40.52%	62.26%	93.92%	94.73%	44.24%	30.24%	14.07%	8.74%	37.95%
2013	9.18%	18.36%	26.19%	24.61%	42.02%	29.82%	94.74%	97.58%	67.05%	43.94%	23.60%	11.36%	40.70%
2014	17.19%	20.19%	32.75%	31.25%	43.21%	70.85%	99.24%	101.87%	74.10%	48.04%	24.78%	14.25%	48.14%
2015	14.54%	35.51%	42.83%	39.82%	78.73%	79.79%	101.85%	99.20%	79.88%	44.77%	22.34%	9.69%	54.08%
2016	17.30%	33.48%	37.51%	45.53%	56.31%	84.64%	101.47%	99.96%	81.39%	43.70%	29.06%	15.12%	53.79%
2017	28.15%	30.74%	63.60%	68.71%	52.14%	76.46%							53.30%

*This report is a general report of occupancy trends. Slight variances can occurdue to rooms or spaces being unavailable for a period of time. These fluctuations, however, are generally brief and have minimal temporary impact on estimates.

Dean Runyan Associates

Newport
Travel Impacts, 1992-2016p

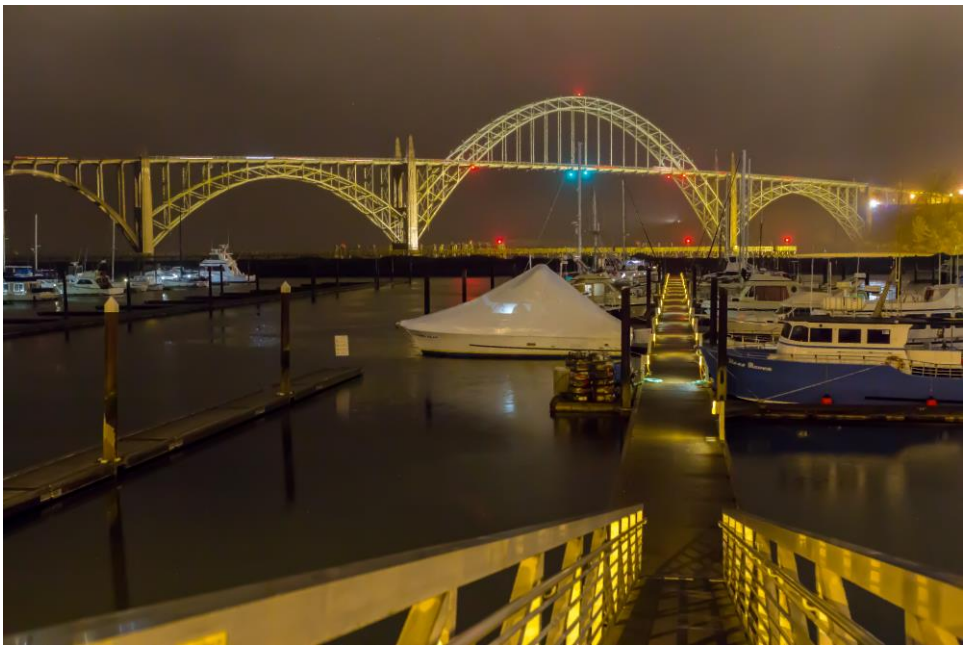


photo courtesy of CITY OF NEWPORT, OREGON

JUNE 2017

PREPARED FOR

Greater Newport Chamber of Commerce
Newport, Oregon

NEWPORT
TRAVEL IMPACTS, 1992-2016P

Prepared for the

Greater Newport Chamber of Commerce
555 S.W. Coast Highway
Newport, Oregon 97365-4934

Prepared by

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833 S.W. Eleventh Avenue, Suite 920
Portland, Oregon 97205
503.226.2973

June 2017

NEWPORT
TRAVEL IMPACTS, 1992-2016P

This study, prepared for the Greater Newport Chamber of Commerce, documents the economic significance of the travel industry in Newport from 1992 through 2016. The principal aim of this study was to prepare preliminary estimates of travel spending during 2016 as well as to provide estimates of the earnings, employment and tax revenues generated by these expenditures. In addition, the report also provides estimates of overnight visitor volume and average spending.

The 2016 estimates contained in this report are *preliminary*. These estimates are based on the 2016p economic impact analysis for Oregon counties prepared for the Oregon Tourism Commission and updated with the most current information collected for Newport.

In interpreting the findings, it should be noted that:

- All estimates contained in this report supersede those previously published.
- The estimates in this report are expressed in *current* dollars. There is no adjustment for inflation.
- The economic impact measurements represent only direct economic impacts. Direct economic impacts include only the spending by travelers and the employment generated by that spending. Secondary effects related to the additional spending of businesses and employees are not included.
- The employment estimates in this report are estimates of the total number of full and part-time number of jobs directly generated by travel spending, rather than the number of individuals employed. Payroll and self-employment are included in these estimates.
- There were some minor revisions in the estimates for prior years. The estimates in this year's report supersede all previous estimates.

TRAVEL TRENDS

Total direct travel spending in Newport was $170.3 million in 2016p. This represents a 3.9 percent increase over the preceding year in current dollars. Earnings and employment increased 5.2 percent and 1.4 percent, respectively.

Newport Travel Trends, 1992-2016p

	Spending ($Million)	Earnings ($Million)	Employment	Tax Receipts ($Thousand) Local	State	Total
1992	74.7	20.3	1,580	888	1,647	2,535
1993	74.4	20.2	1,520	875	1,654	2,528
1994	78.1	21.3	1,530	928	1,742	2,670
1995	85.0	23.1	1,610	1,002	1,857	2,858
1996	103.8	26.6	1,790	1,437	2,152	3,589
1997	95.0	24.5	1,580	1,377	1,978	3,355
1998	95.1	24.7	1,460	1,393	1,974	3,367
1999	90.7	23.4	1,420	1,299	1,856	3,155
2000	97.4	24.8	1,420	1,390	1,977	3,367
2001	105.9	27.5	1,540	1,476	2,140	3,615
2002	105.8	27.5	1,500	1,439	2,109	3,549
2003	108.0	27.8	1,530	1,666	2,155	3,822
2004	112.3	28.7	1,560	1,758	2,432	4,190
2005	112.6	28.5	1,490	2,080	2,421	4,502
2006	117.9	29.7	1,480	2,261	2,525	4,786
2007	121.7	32.0	1,590	2,389	2,675	5,064
2008	124.6	32.9	1,580	2,244	2,731	4,975
2009	122.8	33.2	1,580	2,240	2,719	4,959
2010	123.5	32.2	1,540	2,293	2,675	4,968
2011	127.0	32.8	1,540	2,309	2,883	5,192
2012	129.9	34.7	1,590	2,336	2,963	5,299
2013	139.5	36.0	1,640	2,609	3,084	5,693
2014	151.3	38.4	1,700	2,917	3,278	6,195
2015	163.9	43.6	1,840	3,414	3,662	7,077
2016p	170.3	45.9	1,860	3,656	3,845	7,500
Average Annual Percentage Change						
Annual Percentage Change						
15-16p	3.9%	5.2%	1.4%	7.1%	5.0%	6.0%
92-16p	3.4%	3.3%	0.7%	5.8%	3.4%	4.4%

Notes: Spending includes visitor spending and other travel spending (travel agencies and transportation to other Oregon destinations). Earnings include wage and salary disbursements, benefits and proprietor income. Employment includes full- and part-time payroll employees and proprietors. These direct travel impacts do not include secondary (indirect and induced) impacts.

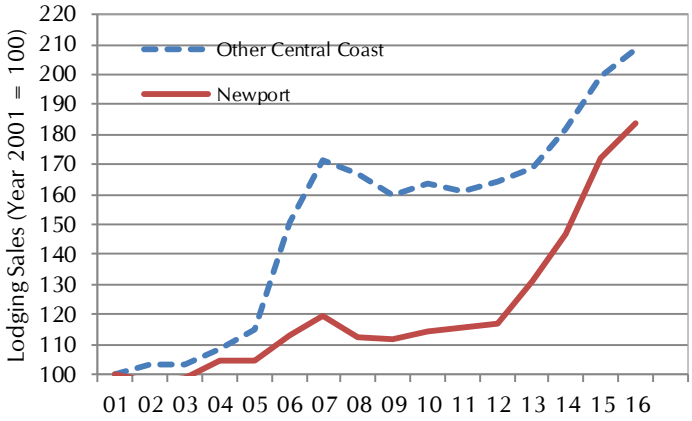
Newport's share of Central Coast lodging sales declined from about 25 percent to 18 percent between 2000 and 2008. In recent years, the Newport's share has gradually increased, with strong growth during the last three years.

Newport and Central Coast
Lodging Sales (Million)

	Newport	Central Coast	Share
2001	$21.1	$85.0	24.8%
2002	$20.6	$86.6	23.7%
2003	$20.8	$86.6	24.1%
2004	$22.0	$91.3	24.1%
2005	$22.0	$95.5	23.1%
2006	$23.8	$120.2	19.8%
2007	$25.1	$134.6	18.7%
2008	$23.6	$130.3	18.1%
2009	$23.6	$125.6	18.8%
2010	$24.1	$128.7	18.8%
2011	$24.3	$127.3	19.1%
2012	$24.6	$129.6	19.0%
2013	$27.7	$135.5	20.4%
2014	$30.9	$147.0	21.0%
2015	$36.2	$163.6	22.1%
2016	$38.8	$171.9	22.6%
Average Annual Percentage Change			
15-16	7.1%	5.0%	
01-16	4.1%	4.8%	

Source: Oregon Department of Revenue, City of Newport and other taxing jurisdictions in Lincoln, east Douglas and east Lane counties.

Newport and Other Central Coast Lodging sales
(Year 2001 = 100)



Detailed travel impacts for 2010-2016p are presented on the following page.

Newport
Travel Impacts, 2010-2016p

	2010	2011	2012	2013	2014	2015	2016p
Total Direct Travel Spending ($Million)							
Destination Spending	121.0	124.2	127.0	136.7	148.5	161.2	167.6
Other Travel*	2.5	2.8	2.8	2.8	2.8	2.6	2.6
Total Direct Spending	123.5	127.0	129.9	139.5	151.3	163.9	170.3
Visitor Spending by Commodity Purchased ($Million)							
Accommodations	28.3	27.6	27.7	31.3	34.6	40.7	43.6
Food Service	28.3	29.0	30.2	32.8	36.6	40.5	42.9
Food Stores	15.6	16.4	17.0	18.0	19.4	20.7	20.9
Local Tran. & Gas	8.9	10.6	10.6	10.6	10.9	9.4	8.9
Arts, Ent. & Rec.	19.7	20.0	20.5	21.7	23.3	25.0	25.8
Retail Sales	20.1	20.6	21.1	22.2	23.7	25.1	25.5
Destination Spending	121.0	124.2	127.0	136.7	148.5	161.2	167.6
Industry Earnings Generated by Travel Spending ($Million)							
Accom. & Food Serv.	21.3	21.6	22.8	24.8	26.7	29.7	31.6
Arts, Ent. & Rec.	5.7	5.7	6.3	5.4	5.3	7.0	7.3
Retail***	4.6	4.7	4.8	5.1	5.6	6.1	6.1
Other Travel**	0.7	0.7	0.7	0.7	0.8	0.9	0.9
Total Direct Earnings	32.2	32.8	34.7	36.0	38.4	43.6	45.9
Industry Employment Generated by Travel Spending (Jobs)							
Accom. & Food Serv.	990	990	1,000	1,050	1,090	1,150	1,180
Arts, Ent. & Rec.	320	310	360	340	340	400	410
Retail***	210	220	220	230	250	260	250
Other Travel**	20	20	20	20	20	20	20
Total Direct Employment	1,540	1,540	1,590	1,640	1,700	1,840	1,860
Government Revenue Generated by Travel Spending ($Million)							
Local Tax Receipts	2.3	2.3	2.3	2.6	2.9	3.4	3.7
State Tax Receipts	2.7	2.9	3.0	3.1	3.3	3.7	3.8
Total Local & State	5.0	5.2	5.3	5.7	6.2	7.1	7.5

Details may not add to totals due to rounding.

*Other Travel spending includes ground transportation spending and related impacts for travel to other Oregon visitor destinations, and travel arrangement services.

**Other Travel employment and earnings includes all ground transportation, except motor fuel, and travel arrangement services. ***Retail includes gasoline.

NEWPORT OVERNIGHT VISITOR VOLUME AND AVERAGE SPENDING

Visitor volume and average visitor spending estimates for Newport are shown below. The tables are mathematically related: The total visitor spending estimates in the first table are equivalent to the average spending estimates in the second table multiplied by the appropriate measure of visitor volume in the third table. See Appendix C.

Visitor Spending by Type of Traveler Accommodation ($Million), 2010-2016p

	2010	2011	2012	2013	2014	2015	2016p
All Overnight	80.7	82.1	83.7	90.5	99.0	108.4	113.4
Hotel, Motel*	54.6	56.4	57.0	62.9	70.8	79.1	83.5
Private Home	4.7	4.0	4.2	4.2	4.3	4.3	4.3
Other Overnight	21.4	21.6	22.5	23.4	23.8	25.0	25.7
Campground	15.7	15.8	16.5	17.4	17.7	18.8	19.4
Vacation Home	5.6	5.8	6.0	6.0	6.2	6.2	6.3
Day Travel	40.3	42.2	43.4	46.1	49.6	52.8	54.2
Spending at Destination	121.0	124.2	127.0	136.7	148.5	161.2	167.6

Average Expenditures for Overnight Visitors, 2016p

	Travel Party		Person		Party	Length of
	Day	Trip	Day	Trip	Size	Stay (nights)
Hotel, Motel*	$344	$651	$141	$266	2.4	1.9
Private Home	$84	$255	$32	$98	2.6	3.0
Other Overnight	$149	$488	$45	$146	3.3	3.3
All Overnight	$243	$574	$87	$213	2.8	2.4

Overnight Visitor Volume, 2014-2016p

	Person-Nights (000)			Party-Nights (000)		
	2014	2015	2016	2014	2015	2016
Hotel, Motel*	520	576	593	213	236	243
Private Home	132	134	132	51	52	51
Other Overnight	556	566	574	167	170	173
All Overnight	1,209	1,276	1,300	431	457	466

	Person-Trips (000)			Party-Trips (000)		
	2014	2015	2016	2014	2015	2016
Hotel, Motel*	275	304	314	112	125	128
Private Home	44	44	44	17	17	17
Other Overnight	170	173	175	51	52	53
All Overnight	488	521	532	180	193	198

*Includes all lodging where a lodging tax is collected except campgrounds.

APPENDICES

APPENDIX A:	KEY TERMS AND DEFINITIONS
APPENDIX B:	TRAVEL IMPACT INDUSTRIES MATCHED TO 2007 NAICS
APPENDIX C:	RELATIONSHIP BETWEEN SPENDING AND VOLUME
APPENDIX D:	REGIONAL TRAVEL IMPACT MODEL

KEY TERMS AND DEFINITIONS

ECONOMIC IMPACTS

Commodity: A classification of a product or service, such as lodging or food service. An establishment or industry may produce more than one commodity.

Direct Impacts: Employment, earnings and tax receipts *directly* generated by travel spending, as distinguished from secondary and total impacts.

Earnings: Earnings include wage and salary disbursements, other earned income or benefits, and proprietor income. Only the earnings attributable to travel expenditures are included.

Employment: Industry employment (jobs) associated with travel-generated *earnings*. Includes both full-time and part-time positions, and salaried or self-employed individuals. Employment is reported as an average for a time period, typically annual. (Unless otherwise noted, the employment estimates refer to establishment or industry employment at place of work, not the employment status or residence of the individual.)

Hotel, Motel: Includes all lodging where a lodging tax is collected except campgrounds.

Industry: A classification of business or government establishments based on their primary technological process. (See NAICS Appendix table.)

Local Taxes: City of Newport lodging tax. Property taxes are not included.

Other spending: See *Travel spending.*

Private Home: Unpaid overnight accommodations of friends and relatives.

Receipts: Travel expenditures less the sales and excise taxes paid by the consumer.

State Taxes: Lodging, motor fuel, and personal and business income taxes imposed by the state of Oregon.

Total Impacts: The sum of *Direct* and *Secondary* impacts.

Travel spending: The sum of visitor and other spending related to travel. Other spending includes spending by residents on ground and air transportation for the purpose of travel to other destinations and spending on travel arrangement services.

Vacation Home: A housing unit for occasional use where a lodging tax is not collected.

Visitor spending: All spending on goods & services by visitors at the destination. Also referred to as destination spending.

VISITOR VOLUME

Length of Stay: The number of nights that a visitor or travel party is away from home on a trip.

Night: Applies to overnight visitors only. The number of nights on a trip is the length of stay. The count of days and nights is generally equivalent for overnight visitors. (See trips.)

Party-trips: The number of trips to the destination by travel parties. Party-trips are equal to the number of Visitor-trips divided by the average party size.

Party-nights: The number of nights or days that travel parties stayed at the destination. Party-nights are equal to the number of visitor-nights divided by the average party size or the number of party-trips multiplied by the average length of stay.

Party Size: The number of individuals (adults and children, including non-household members) that are traveling together and are sharing the costs of travel.

Room Demand: A count of the number of hotel/motel rooms that are sold on a nightly basis over a given period of time. Also referred to as *room nights sold*.

Travel party: A *travel party* includes all *visitors* (adults and children) traveling together. The *party size* represents the average number of visitors or persons in the travel party.

Trip: A trip may include more than one day or night at a destination. For overnight visitor categories, the total number of trips will be less than the number of nights. The *length of stay* for the trip represents the number of nights (or days) at the destination.

Visitor: An individual traveler that stays overnight away from home in paid or unpaid accommodations, or a day visitor that travels at least fifty miles one-way from home on non-routine trip.

Visitor-trips: The number of trips to the destination by visitors or persons. This is also equivalent to as the total number of *visits.*

Visitor-nights: The number of nights or days that visitors (persons) stayed at the destination. Visitor-nights are equal to the number of visitor-trips multiplied by the average length of stay.

TRAVEL IMPACT INDUSTRIES MATCHED TO 2007 NAICS

TRAVEL IMPACT INDUSTRY	NAICS INDUSTRIES* (code)
Accommodation & Food Services	
	Accommodation (721)
	Food Services and Drinking Places (722)
	Residential Property Managers (531311)
Arts, Entertainment & Recreation	
	Performing Arts, Spectator Sports (711)
	Museums (712)
	Amusement, Gambling (713)
	Scenic and Sightseeing Transportation (487)
	Miscellaneous Industries (see note**)
Retail	
	Food & Beverage Stores (445)
	Gasoline Stations (447)
	Clothing and Clothing Accessories Stores (448)
	Sporting Goods, Hobby, Book, and Music Stores (451)
	General Merchandise Stores (452)
	Miscellaneous Store Retailers (453)
Ground Transportation	
	Interurban and rural bus transportation (4852)
	Taxi and Limousine Service (4853)
	Charter Bus Industry (4855)
	Passenger Car Rental (532111)
	Parking Lots and Garages (812930)
Air Transportation	
	Scheduled Air Passenger Transportation (481111)
	Support Activities for Air Transportation (4881)
Travel Agencies	
	Travel Agencies (56151)

Notes: *Government enterprizes (e.g., park systems) are included in this classification.
**Includes parts of industries in other sectors (e.g., accommodation, charter bus).
A more detailed description of these industries can be found at http://www.ntis.gov/naics.

RELATIONSHIP BETWEEN SPENDING AND VOLUME

The Spending, Average Expenditures and Volume tables are computationally related as shown with the sample data below.

- **Spending** *equals* **Average Expenditures** *multiplied by* **Volume** for comparable party/person and night/trip categories
- **Travel parties** and **persons** are related by division or multiplication with **Party Size**
- **Trips** and **nights** are related by division or multiplication with **Length of Stay**

Visitor Spending by Type of Accommodation ($Million), YEAR

		YEAR
All Overnight	**656,000 x $79 = $56,100,000 (calculated from person-trips)**	**56.1**
Hotel, Motel	160,000 x $200 = $32,000,000 (calculated from party-nights)	32.0
Private Home	*1,030,000 x $20 = $20,600,000 (calculated from person-nights)*	*20.6*
Other Overnight	**10,000 x $350 = $3,500,000 (calculated from party-trips)**	**3.5**
Campground		3.0
Vacation Home		0.5
Day Travel		30.0
Spending at Destination		86.1

Average Expenditures for Overnight Visitors, YEAR

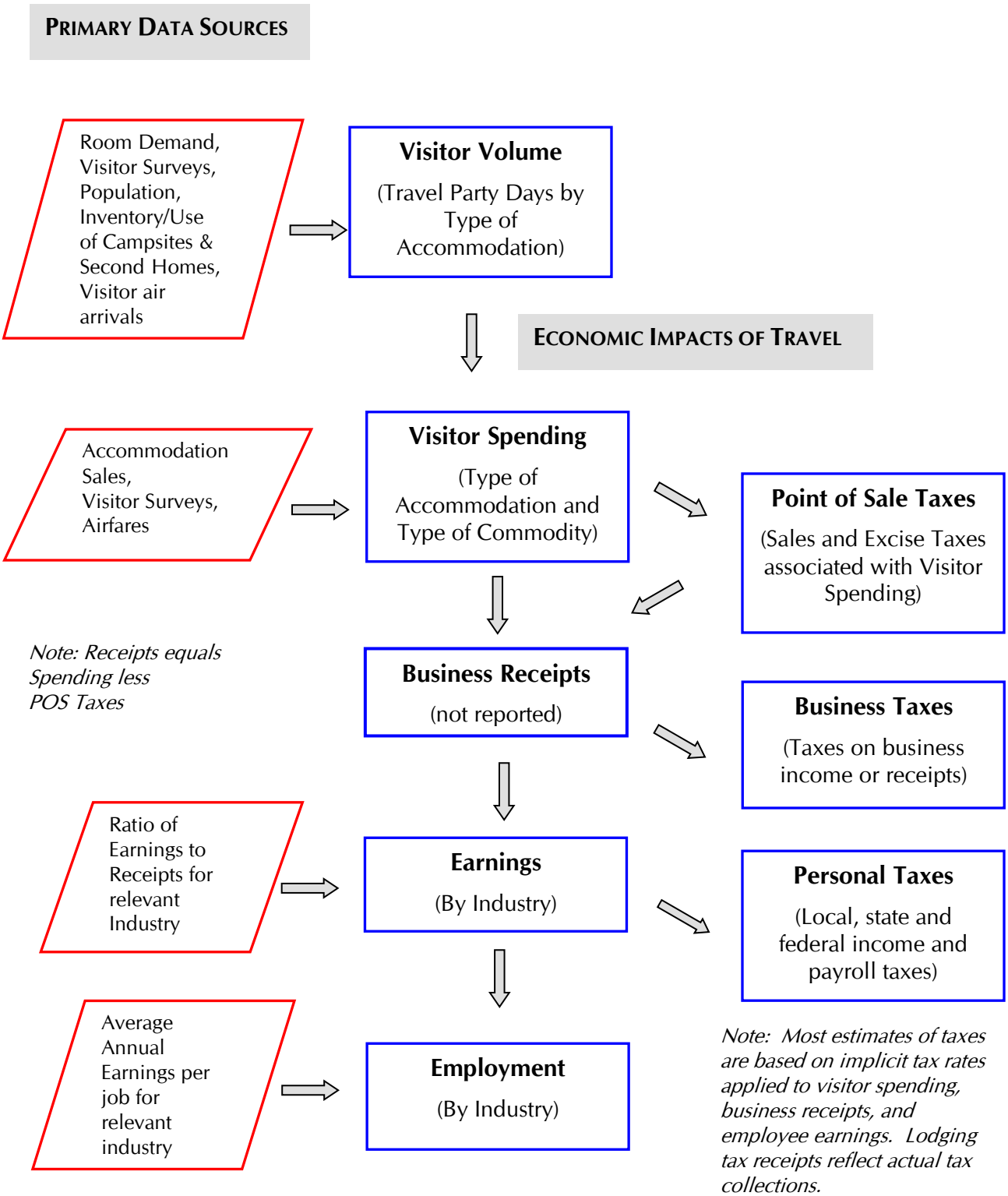
	Travel Party		Visitor (Person)		Party	Length of
	Nights	Trip	Nights	Trip	Size	Stay (nights)
Hotel, Motel	$200	$340	$83	$142	**2.4**	1.7
Private Home	$50	$130	*$20*	$52	2.5	***2.6***
Other Overnight	$117	**$350**	$34	$103	3.4	3.0
All Overnight	$494	$214	$197	**$86**	2.5	2.3

Overnight Visitor Volume, YEAR

	Visitor-Nights (000)		Party-Nights (000)
		YEAR	YEAR
Hotel, Motel	160 x **2.4** =	384	160
Private Home		*1,030*	412
Other Overnight		102	30
All Overnight		1,516	602

	Visitor-Trips (000)		Party-Trips (000)
		YEAR	YEAR
Hotel, Motel		226	94
Private Home	*1,030* / ***2.6*** =	396	158
Other Overnight		34	**10**
All Overnight		**656**	263

REGIONAL TRAVEL IMPACT MODEL



City Council Agenda Item Report

Agenda Item No. 2016-1514
Submitted by: Derrick Tokos
Submitting Department: Community Development
Meeting Date: August 22, 2017

SUBJECT
Approval of Letter of Intent With ODOT to Establish a Pollinator Habitat Corridor

Recommendation:
Determine if it is in the public interest to sign on to the letter of intent.

ATTACHMENTS

- City Mgr. R & R -- Approval of Letter of Intent with ODOT to Establish a Pollinator Habitat Coordinator.docx
- Agenda Summary
- Letter of Intent - Pollinator Habitat Corridor

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: August 22, 2017

Agenda Item:
Approval of Letter of Intent with ODOT to Establish a Pollinator Habitat Coordinator

Background:
A collaborative effort is being proposed between the State of Oregon Parks and Rec Department, Department of Transportation, the U.S. Forest Service, Lincoln County, the City of Newport, the City of Waldport and the City of Yachats to create a South Lincoln County Pollinator Habitat Corridor along U.S. 101 from the Yaquina Bay Bridge, south of Yachats. The purpose of this collaboration is to create a framework to coordinate actions to enhance the habitat for pollinators along this corridor. These actions can include different types of plantings and management of the 101 right-of-way and adjacent properties to enhance habitat for pollination. The letter of interest will lead to discussions on management plans for this right-of-way area, and adjacent public lands. Please note this right-of-way area also corresponds with local efforts to control invasive plant species through manual means versus chemical means to try to control plants such as scotch broom and ivy.

One issue of concern to the City will be to address how far back the pollinator coordinator will reach from the highway on public property. This is particularly critical with the City's airport property since it stretches well east of 101, and some of the goals of this effort may not be fully compatible with airport operations.

The Community Development Director, Derrick Tokos, has attended the meetings which have led up to the development of this letter of intent.

Overall, I believe it is in the City's interest to participate in this joint, non-binding effort.

Recommended Action:
I recommend that the City Council consider the following motion:

I move to authorize the Mayor to sign the letter of intent to develop the South Lincoln County Pollinator Habitat Coordinator along U.S. Hwy. 101, south of the Yaquina Bay Bridge to the county line.

Fiscal Effects:
None at this time. The City will continue to provide staff support for this effort.

Alternatives:
Do not enter into a letter of interest or as suggested by the City Council.

Respectfully Submitted,

Spencer R. Nebel

STAFF REPORT
CITY COUNCIL AGENDA ITEM

Title: Letter of Intent Related to the Establishment of a South Lincoln County Pollinator Habitat Corridor

Prepared by: Derrick I. Tokos, AICP, Community Development Director

Recommended Motion: I move that the City of Newport enter into a non-binding Letter of Intent with the Oregon Department of Transportation (ODOT) and other government and non-government parties to collaborate on how best to improve pollinator habitat along US 101 from the Yaquina Bay Bridge south to the county line.

Background Information: In 2015 the City of Newport was approached by representatives of Concerned Citizens for Clean Air (CCCA) regarding a "No Spray Pilot Project" along US 101 from the Yaquina Bay Bridge south to the county line. The group was seeking funding to pay for manual removal of invasive plant species as an alternative to chemical spraying. The City contributed $1,000 to the effort.

This letter of intent is an outgrowth of that effort, transitioning from a focus on removing invasive plants to introducing vegetation that provides forage for pollinator species. The Oregon Department of Transportation has pulled together a work group to identify areas that are good candidates for habitat enhancement. The group includes representatives from the following organizations:

US Forest Service
Oregon Department of Transportation
Oregon Parks and Recreation Department
Lincoln County
Newport
Waldport
Yachats
Lincoln County Solid and Water Conservation
Midcoast Watershed Council
Concerned Citizens for Clean Air

While much of the work focuses on undeveloped portions of the US 101 right-of-way, publicly owned property adjacent to the highway is also being assessed. For the City of Newport, this would be the airport properties. It is also relevant to the US 101/35th Street signal relocation project that is currently being designed as there will be a fair amount of re-vegetation work associated with those improvements.

The letter of intent commits the City to work with the listed public and private partners to identify steps that can be taken to improve pollinator habitat. An Intergovernmental Agreement will later be developed to identify the geographic boundaries of the corridor and more specific "habitat enhancement" action items.

At this time, the parties do not envision the habitat corridor extending to city or county road rights-of-way that intersect with US 101 and the group understands that any future plantings in the vicinity of the Newport Municipal airport would be subject to Federal Aviation Administration restrictions (particularly as it relates to birds). The work group is meeting on a quarterly basis, and the Community Development Director has attended as the City's representative.

Fiscal Notes: There are no fiscal impacts associated with the letter of intent.

Alternatives: Sign on to the letter of intent as presented, seek changes to the letter, forgo participation at this time, or as directed by Council.

Attachments:

Letter of Intent

South Lincoln County Pollinator Habitat Corridor

Letter of Intent

Between

Oregon Department of Transportation and Interested Parties

1. BACKGROUND:

In an April 19, 2016 letter to Lincoln County Commissioner Bill Hall, ODOT Director Matt Garrett stated "It is the intent of the Oregon Department of Transportation to partner with local community groups and other agencies to develop a pollinator corridor on the right of way along 25 miles of Highway 101 in south Lincoln County (Miles 142-167).

The project hopes to engage additional agencies, government entities, and community interest groups but will not necessarily be dependent on their participation."

2. PURPOSE:

The purpose of this Letter of Intent (LOI) is to provide a framework to effectively coordinate the actions that each of the signing parties undertakes in regard to pollinator habitat on lands under its jurisdiction and control. Each party retains responsibility and authority for decisions concerning those lands and resources. Actions under this LOI are subject to all applicable laws, regulations, policies, and public processes.

Because pollinators readily cross property boundaries, it is in each party's interest to coordinate efforts to accomplish a more effective pollinator habitat area. The benefit of the cooperative effort is that when a party chooses to take action, the action can be taken in a manner that complements, enhances, and benefits from the efforts of other cooperating parties. Parties may choose to share resources.

3. MUTUAL BENEFIT:

All parties to this LOI agree that is in their mutual interest and benefit to work cooperatively in the planning and implementation of pollinator habitat actions across jurisdictional and ownership boundaries. This includes sharing information and technology; educating and training between the parties and/or the public regarding pollinator habitat; and working cooperatively to make the best use of financial resources.

4. **ALL PARTIES MUTUALLY AGREE TO:**
   4.1. Establish a working group of cooperators in South Lincoln County to advance pollinator habitat. The initial coverage area is that portion of Lincoln County approximately from the south end of the Yaquina Bay Bridge in Newport to the Lincoln/Lane County line.
   4.2. Provide the opportunity for open participation by individuals of the public and other organizations to attend meetings, give testimony, and otherwise participate in specific projects or activities as feasible.
   4.3. Work cooperatively with all Parties and Cooperators to this LOI to establish mutual goals and objectives, and opportunities for collaboration
      4.3.1. Goals and Objectives – Guiding document
      4.3.2. Implementation plan (focus) – includes projects, activities, responsible parties, and financial plans for the year that further the goals and objects
      4.3.3. Annual reporting
   4.4. Recognize that other entities may assist in endeavors critical to the purposes of this LOI under separate formal arrangements with individual Parties and Cooperators.

5. **IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:**
   5.1. This LOI in no way restricts the parties from participating in similar activities with other entities or individuals, public or private.
   5.2. This LOI does not create any financial or fiscal obligations between the parties. Any activities that involve reimbursement, contribution of funds, or the transfer of anything of value between the parties shall be handled in accordance with all applicable laws, regulations and procedures.

6. **LOI PARTY REPRESENTATIVES ARE:**
   6.1. United States Forest Service, Siuslaw National Forest
   6.2. State of Oregon, Parks and Recreation Department
   6.3. State of Oregon, Department of Transportation
   6.4. Lincoln County
   6.5. City of Newport
   6.6. City of Waldport
   6.7. City of Yachats

7. **LOI COOPERATORS ARE:**
   7.1. Lincoln Soil and Water Conservation
   7.2. Watershed Council

8. This LOI shall become effective when all required signatures have been obtained and shall remain in effect for 2 years to coincide with agency budget cycles and shall be renewable upon review and approval.

9. This LOI is not intended to create a legally binding Agreement and is not a commitment by the Parties to participate in the Pollinator Habitat Corridor project.

10. IN WITNESS THEREOF, The parties hereto have executed this LOI as of the last written date below:

Signatures:

Signature & Date	Title	Printed Name
	United States Forest Service, Siuslaw National Forest	
8/1/17	Coastal Region Manager	Dennis Comfort
	State of Oregon, Parks and Recreation Department	
	Reg'l Maint. & Ops. Mgr	Vivian Payne
	State of Oregon Department of Transportation	
	COMMISSIONER	BILL HALL
	Lincoln County	
	City of Newport	
	City of Waldport	
	City of Yachats	

Signatures:

Signature & Date	Title	Printed Name
8/1/17	Lincoln County Public Works Director	Roy L. Kinion
	MAXINE CENTALA	CCCA Director
	Pollinator Restoration Project	Laren Leland

City Council Agenda Item Report

Agenda Item No. 2016-1532
Submitted by: Gloria Tucker
Submitting Department: City Manager's Office
Meeting Date: August 22, 2017

SUBJECT
Authorization of a Grant Agreement with the Federal Aviation Administration to Fund Engineering Services Relating to Storm Pipe Rehabilitation at the Airport

Recommendation:
Approval of grant

ATTACHMENTS

- City Mgr. R & R -- Authorization of a Grant Agreement with the FAA to Fund Engineering Services Relating to Storm Pipe Rehabilitation at the Airport.docx
- Staff Report AIP 25 Storm Pipe Rehab Pre-Design.docx
- Newport 025 (ONP) Grant Agreement -DRAFT 8-16-17.pdf

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: August 22, 2017

Agenda Item:

Authorization of a Grant Agreement with the Federal Aviation Administration to Fund Engineering Services Relating to Storm Pipe Rehabilitation at the Airport.

Background:

As you are aware, the site where the airport was constructed was originally a number of hills with canyons in between. As part of the construction effort, storm pipes were laid to handle the storm water which traditionally flowed through the canyon areas, well under the eventual surfaces of the current runways. During the pre-design of the runway rehabilitation in 2012, it was discovered that the storm sewer system was nearing the end of its useful life without major rehabilitation. Since these pipes are buried 70-90 feet below the surface of the runway, a collapse of the storm sewer system could have very significant and expensive impacts to the airport. It is estimated that the cost to rehabilitate the system will be 2 million dollars. The Federal Aviation Administration (FAA) through their AIP Grant Program is offering $150,000 toward the pre-design efforts for this work. Please note that the FAA intends to add an additional $30,000 in their next operating year, to fully fund their commitment to this effort. The City has budgeted the local match of $30,000 to cover the City's financial obligation for this project.

Recommended Action:

I recommend that the City Council consider the following motion:

I move that the City Council authorize the City Manager to execute an agreement with the Federal Aviation Administration for funding in the amount of $150,000 for design work relating to improving the airport storm water system.

Fiscal Effects:

The FAA will be committing another $30,000 in their next funding round for this project. The City's appropriated $30,000 in this current budget year to match these grant funds.

Alternatives:

None recommended.

Respectfully Submitted,

Spencer R. Nebel
City Manager

STAFF REPORT
CITY COUNCIL AGENDA ITEM

Meeting Date: August 22, 2017

Title: FAA AIP Grant Offer for Storm Pipe Rehabilitation Pre-Design

Prepared by: Melissa Román

Recommended Motion: I move to authorize the City manager to accept the FAA AIP Grant Offer for the Storm Pipe Rehabilitation Pre-Design in the amount of $150,000.00 when the grant is finalized. These grant funds are for pre-design work, which includes environmental work and 30% design plans for lining the 48" concrete storm pipes installed during original airport construction rerouting Grant Creek across the airport.

Background Information: In 2012, during pre-design of the 16-34 Runway Rehabilitation Project, the project brought in a crew to camera storm pips across the airport to verify their condition. The results showed that the pipes are reaching the end of their service life, with five to ten years remaining service. Originally part of the rehabilitation project, the FAA removed the pipe lining from the main project to manage project scope. They then added the pipe lining to the capital improvement list as a future project.

Since the 48" concrete pipe buried between 70 to 90 feet cross the airport near the runways intersection. A collapse of the drainpipe would cause catastrophic impacts to the airport as both runways would be closed until the pipes could be replaced through excavation.

The Storm Pipe Rehabilitation Pre-Design Project begins the design and assessment required prior to actual design and construction of the pipe lining. The entire project, through construction, is estimated at around $2,000,000.

Fiscal Notes: The City budgeted $30,000 this fiscal year to match the FAA's $150,000 grant. The grant application requested $180,000 from AIP funds. AIP has experienced a shortfall in their funding and is awarding $150,000.00 now with the intend to add the remaining $30,000 to the construction grant.

Alternatives: None.

Attachments: Draft Grant Offer

U.S. Department of Transportation Federal Aviation Administration

GRANT AGREEMENT

PART I –OFFER

Date of Offer	August 11, 2017
Airport/Planning Area	Newport Municipal Airport – Newport, Oregon
AIP Grant Number	3-41-0040-025-2017 (Contract Number: DOT-FA17NM-0050)
DUNS Number	030794671

TO: City of Newport, Oregon
(herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 23, 2017, for a grant of Federal funds for a project at or associated with the Newport Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Newport Municipal Airport (herein called the "Project") consisting of the following:

Improve airport drainage (phase 1 – design);

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014,and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $150,000.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum

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obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
$0 for planning
$150,000 airport development or noise program implementation; and,
$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

   The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

5. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.

6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

7. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 29, 2017, or such subsequent date as may be prescribed in writing by the FAA.

8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

10. **System for Award Management (SAM) Registration And Universal Identifier.**

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–705–5771) or on the web (currently at http://fedgov.dnb.com/webform).

11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

12. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Maximum Obligation Increase for Nonprimary Airports. In accordance with 49 U.S.C. § 47108(b), as** amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    A. May not be increased for a planning project;
    B. May be increased by not more than 15 percent for development projects;
    C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

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17. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Provide one copy of the completed audit to the FAA if requested.

18. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

    A. Verify the non-federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

    B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

    C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

19. **Ban on Texting While Driving.**

    A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

20. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 26, 1991, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

21. **Employee Protection from Reprisal.**

    A. Prohibition of Reprisals –

        1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

            i. Gross mismanagement of a Federal grant;
            ii. Gross waste of Federal funds;

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iii. An abuse of authority relating to implementation or use of Federal funds;
iv. A substantial and specific danger to public health or safety; or
v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows**:**

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Federal office or employee responsible for oversight of a grant program;
v. A court or grand jury;
vi. A management office of the grantee or subgrantee; or
vii. A Federal or State regulatory enforcement agency.

3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)

6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under41 U.S.C. § 4712(c).

22. Consultant Contract and Cost Analysis. The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

23. Grant Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of this grant is based on the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor Certifications received from the Sponsor for the work included in this grant are hereby incorporated into this grant agreement. The Sponsor understands that:

A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;

B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;

C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

_____
Joelle Briggs

_____
Manager, Seattle Airports District Office

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PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Executed this_____day of _____,_____.

_____
(Name of Sponsor)

By: _____
(Signature of Sponsor's Authorized Official)

_____
(Typed Name of Sponsor's Authorized Official)

_____
(Title of Sponsor's Authorized Official

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of_____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____(location) this _____day of _____,_____

By: _____
(Signature of Sponsor's Attorney)

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[1]Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

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FEDERAL LEGISLATION

a. Title 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

d. Hatch Act – 5 U.S.C. 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]

f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]

g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]

s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. 874.1

v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 - Equal Employment Opportunity[1]

b. Executive Order 11990 - Protection of Wetlands

c. Executive Order 11998 –Flood Plain Management

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d. Executive Order 12372 - Intergovernmental Review of Federal Programs

e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

a. 2 CFR Part180 - OMBGuidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment

d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.

e. 14 CFR Part 150 - Airport noise compatibility planning.

f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.

g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

h. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]

i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]

m. 49 CFR Part 20 - New restrictions on lobbying.

n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

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s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

   b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

   c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

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d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

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of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.**

    It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.**

    It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.**

    It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.**

    In carrying out planning projects:

    a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

    b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

    c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

    d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

    e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

    f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

    g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

    h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

    a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

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required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;

2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

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provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

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and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
   1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
   2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. **Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

a. It will keep up to date at all times an airport layout plan of the airport showing:

1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. **Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated December 31, 2015 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.**

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

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nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. **Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1) Describes the requests;

   2) Provides an explanation as to why the requests could not be accommodated; and

   3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

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FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 1/24/2017

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

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NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

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NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

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NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

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THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

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City Council Agenda Item Report

Agenda Item No. 2016-1556
Submitted by: Derrick Tokos
Submitting Department: Community Development
Meeting Date: August 22, 2017

SUBJECT
Authorization of a Fourth Addendum to the Lease Agreement with Oregon Coast Aquarium, Inc.

Recommendation:
Determine if it is in the public interest to approve the lease amendment.

ATTACHMENTS

- City Mgr. R & R -- Authorization of a Fourth Addendum to the Lease Agreement with Oregon Coast Aquarium, Inc..docx
- Agenda Summary
- Oregon Coast Aquarium Addendum No. 4
- Previous Lease and Lease Assignment Documents

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: August 22, 2017

Agenda Item:
Authorization of a Fourth Addendum to the Lease Agreement with Oregon Coast Aquarium, Inc.

Background:
As part of the action to vacate a portion on Ferry Slip Road right-of-way, there is a need to address the actual alignment of the road through the dedication of an additional right-of-way. This property is currently city-owned land which is leased to the Oregon Coast Aquarium. Modification of the lease agreement would reflect this change. By making these modifications, the existing Ferry Slip Road will entirely be located on a dedicated right-of-way for Ferry Slip Road. The lease to the Aquarium would be modified to reflect the land which will be part of this dedication of new right-of-way, to correct these land issues. These modifications will also allow the Aquarium to maximize the future development of property, which is currently restricted by the right-of-way which is proposed to be vacated.

Recommended Action:
I recommend that the City Council consider the following motion:

By order of the Newport City Council, I move to authorize the City Manager to execute the proposed lease addendum with Oregon Coast Aquarium, Inc., excepting land that is being dedicated for road right-of-way from the lease agreement.

Fiscal Effects:
None.

Alternatives:
None recommended.

Respectfully Submitted,

Spencer R. Nebel
City Manager

STAFF REPORT
CITY COUNCIL AGENDA ITEM

Title: Fourth Addendum to Lease Agreement with Oregon Coast Aquarium, Inc.

Prepared by: Derrick I. Tokos, AICP, Community Development Director

Recommended Motion: By order of the Newport City Council, I move to authorize the City Manager to execute the proposed lease addendum with Oregon Coast Aquarium, Inc., excepting land that is being dedicated for road right-of-way from the lease agreement.

Background Information: This item is related to the street right-of-way vacation and dedication that the Council is considering on this same meeting agenda. The city-owned property where the right-of-way dedication is proposed is currently leased to the Oregon Coast Aquarium. The lease must be amended to release the property that will be dedicated for road use.

Fiscal Notes: There are no fiscal impacts associated with this agenda item.

Alternatives: Amend the lease as proposed, modify the lease addendum, forgo making changes to the lease or as directed by Council.

Attachments:

Draft Lease Addendum
Prior Lease and Lease Assignment Documents

FOURTH ADDENDUM TO LEASE AGREEMENT

This Addendum made and entered into effective as of August 22, 2017, by and between the Oregon Coast Aquarium, Inc., an Oregon non-profit corporation qualified to do business in the State of Oregon (Lessee) and the CITY OF NEWPORT, a municipal corporation and political subdivision of the State of Oregon (Lessor).

Recitals:

A. On or about July 1988, the Newport Urban Renewal Agency (Agency), a public body of the State of Oregon, and Lessee entered into an Agreement for Lease of Business Premises (the "Lease"), respecting certain property as therein described, and on October 10, 1991, entered into an Addendum to Lease Agreement, modifying the provisions of said Lease.

B. On or about January14, 2002, the parties entered into a Second Addendum to the Lease, providing *inter alia,* for Lessee to pay to Lessor annual rent installments of $100,000 each, for the first five years, with the first such rent installment to be due on September 5, 2003, with a like payment due on or before the 5th day of September of each year thereafter, until 5 successive payments in the aggregate amount of $500,000 shall have been paid to Lessor, and

C. On or about September 5, 2003, the parties entered into a Third Addendum to the Lease, authorizing Lessee to make the required payments on a monthly basis.

D. With Statutory Bargain and Sale Deed recorded under Document No. 2009-00787 of the Lincoln County Records, Agency conveyed certain property subject to the Lease to the City of Newport.

E. On or about January 23, 2009, the Agency, City of Newport and Lessee entered into an agreement in which Agency transferred all its rights, duties, and obligations under the Lease to the City of Newport, with Lessee consenting to the transfer.

F. Portions of the property owned by the City of Newport and subject to the Lease are encumbered by the as-travelled portion of SE Ferry Slip Road and Lessor and Lessee desire to see said roadway contained within a platted right-of-way to provide certainty as to where the public road use stops and Lessee's rights begin.

NOW, THEREFORE, Lessor and Lessee, each in consideration of the other, agree as follows:

1. The Lease is hereby amended such that property described in the legal descriptions attached and incorporated herein as "Exhibit A" and as depicted on the map attached and incorporated herein as "Exhibit B", is to be dedicated as public road right-of-way and included as a listed exception.

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2. Except as expressly set forth in this Addendum, no changes are made to any provisions of the Lease or any addendum.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Addendum in duplicate, to be effective as of the day and year above.

CITY OF NEWPORT

_____
Spencer R. Nebel, City Manager

Date: _____

OREGON COAST AQUARIUM, INC.

_____
Carrie Lewis, President

Date: _____

APPROVED AS TO FORM:

_____
Steven Rich, City Attorney

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EXHIBIT A

Tract 1

A tract of land lying in Block G of Harborton in the Southeast quarter of Section 17, Township 11 South, Range 11 West of the Willamette Meridian in Lincoln County, Oregon, more particularly described as:

Beginning at the Northwest corner of Block G of Harborton; thence South 0°33'38" East, 29.59 feet; thence along a 150.75 foot radius curve to the right the long chord of which bears South 19°31'01" East, 144.47 feet; thence South 77°50'19" East, 9.13 feet to the Western boundary of SE Ferry Slip Road; thence North 12°09'41" East along SE Ferry Slip Road, 166.98 feet to the North line of Block G; thence North 87°14'53" West, 92.57 feet to the point of beginning.

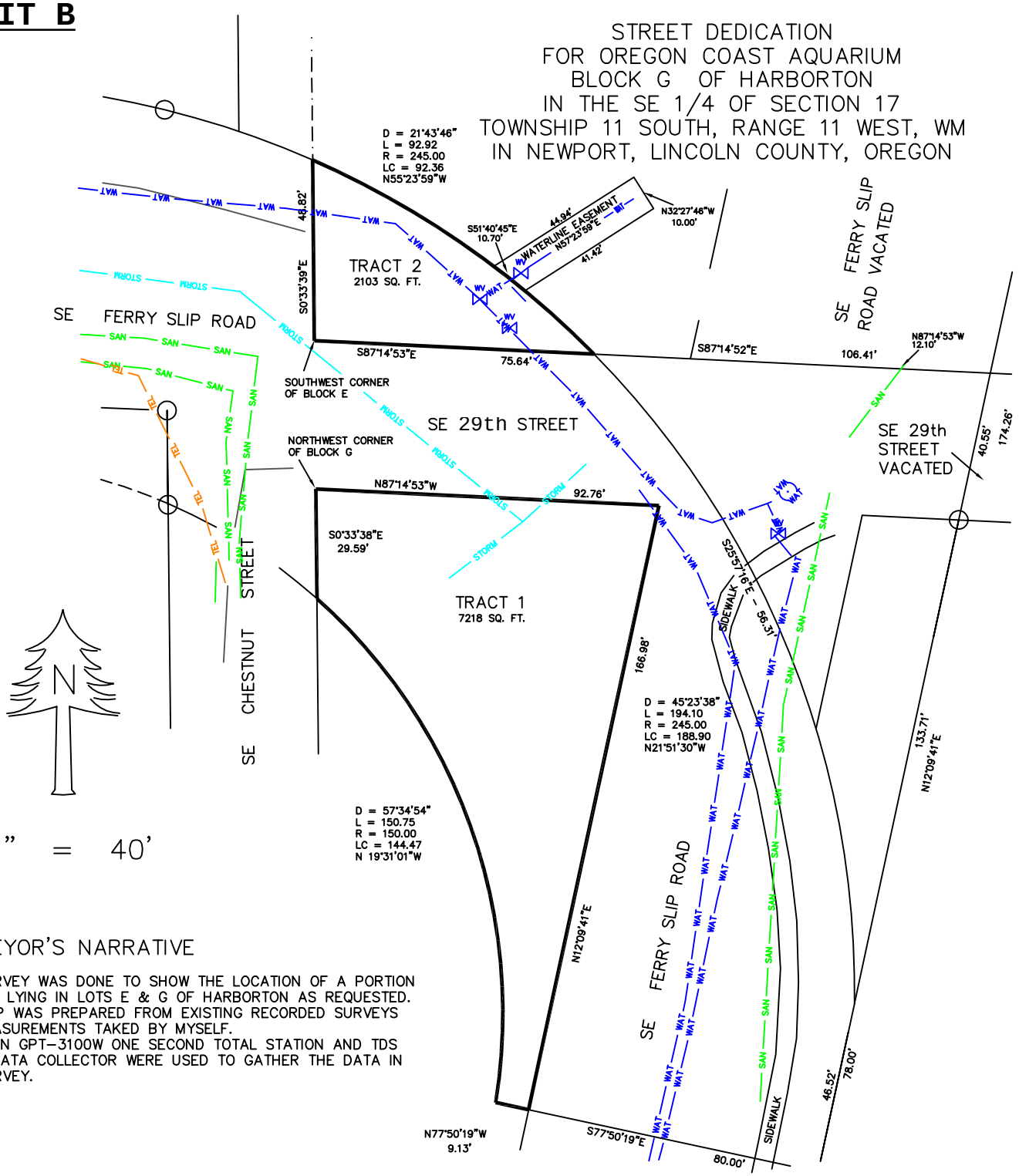
Tract 2

A tract of land lying in Block E of Harborton in the Southeast quarter of Section 17, Township 11 South, Range 11 West of the Willamette Meridian in Lincoln County, Oregon, more particularly described as:

Beginning at the Southwest corner of Block E of Harborton; thence South 87°14'52" East, 75.95 feet; thence along a 245.00 foot radius curve to the left the long chord of which bears North 55°23'59" West, 92.36 feet to the West line of Block E; thence South 0°33'39" East, 48.82 feet to the point of beginning.

EXHIBIT B

STREET DEDICATION
FOR OREGON COAST AQUARIUM
BLOCK G OF HARBORTON
IN THE SE 1/4 OF SECTION 17
TOWNSHIP 11 SOUTH, RANGE 11 WEST, WM
IN NEWPORT, LINCOLN COUNTY, OREGON



1" = 40'

SURVEYOR'S NARRATIVE

THIS SURVEY WAS DONE TO SHOW THE LOCATION OF A PORTION OF LAND LYING IN LOTS E & G OF HARBORTON AS REQUESTED. THIS MAP WAS PREPARED FROM EXISTING RECORDED SURVEYS AND MEASUREMENTS TAKED BY MYSELF.
A TOPCON GPT-3100W ONE SECOND TOTAL STATION AND TDS RECON DATA COLLECTOR WERE USED TO GATHER THE DATA IN THIS SURVEY.

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JULY 18, 1980
DAVID A. LOOMIS
1908

RENEWAL DATE:
JANUARY 1, 2019

SURVEYED BY

DAVID LOOMIS SURVEYING
= DAVID A. LOOMIS LS 1908 =
459 PIONEER MOUNTAIN LOOP
TOLEDO, OR, 97391
541.336.2994 - 541.270.2928
FAX: 541.336.2994

SURVEY FOR: OREGON COAST AQUARIUM	
LOCATION: 11-11-17-CA-200 & 300 BLOCK G OF HARBORTON	
CHECKED BY: DAL	
DRAWN BY: DAL	
SCALE: 1" = 40'	
DATE: AUG 2017	
No. D116-081	

AGREEMENT FOR LEASE OF BUSINESS PREMISES

THIS AGREEMENT, made and entered into as of the 1st day of July, 1988, by and between the NEWPORT URBAN RENEWAL AGENCY, a public body corporate and politic, of the State of Oregon, organized under ORS Chapter 457, hereinafter called "Lessor", and THE OREGON COAST AQUARIUM, INC., an Oregon non-profit corporation qualified to do business in the State of Oregon, hereinafter called "Lessee",

W I T N E S S E T H:

In consideration of the covenants, agreements and stipulations herein contained on the part of the Lessee to be paid, kept and faithfully performed, the Lessor does hereby lease, demise and let unto the said Lessee those certain premises, AS IS, situated in the County of Lincoln, State of Oregon, more particularly described as follows:

Parcel 1: Beginning at an iron rod set on the North line of Harborton (an addition in Section 17, Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon), said iron rod being South 65°00' East 580.54 feet from angle point in the North line of Block C, Harborton; thence North 11°38' East 100 feet, to an iron rod; thence South 65°00' East 120 feet, more or less, to the West right-of-way of the County Road; thence Southerly along said road line to a point that is South 65°00' East from the point of beginning; thence North 65°00' West 120 feet to the point of beginning.

Parcel 2: Lot 1, Block G, Harborton, lying westerly and northerly of Ferry Slip County Road No. 559, in Lincoln County, Oregon.

Parcel 3: Block E, Harborton, in Lincoln County, Oregon, excepting therefrom that portion lying within Ferry Slip Road No. 559.

Parcel 4: Blocks C and D, Harborton, in Lincoln County, Oregon.

Parcel 5: Lot 1, Block F, Harborton, in Lincoln County, Oregon, excepting therefrom that portion lying in the tract known as South Bay Industrial Condominium, as shown in Book 1, Page 49, filed October 14, 1981, Book of Condominiums, Lincoln County, Oregon.

EXCEPTIONS:

1. The rights of the public in and to that portion lying within the limits of roads, streets and highways, if any.

2. Any adverse claim based upon the assertion that some portion of said land is tide, submerged or submersible lands, or has been created by artificial means or has accreted to such portion so created.

3. That certain condition contained in special warranty deed from the Port of Newport to the Newport Urban Renewal Agency, dated June 19, 1987, recorded April 26, 1988 in Book 191, Page 2053, providing as follows:

"This property is conveyed by the Grantor to the Grantee for the purpose and on condition that Grantee, or Grantee's successors in interest, shall develop and use the property for a public facility for the exhibition and display of marine and estuarine plants and animals, for purposes of education relating to marine and estuarine conditions and environment, related purposes and purposes incidental thereto. Such use shall be commenced within ten years from the date of this conveyance, and shall continue thereafter. In the event such use shall not be substantially established within ten years of the date of this conveyance, or in the event that such use shall be established and subsequently abandoned for a period of two years or more, Grantor may terminate the estate hereby conveyed, and enter into possession and ownership of the said land as if this conveyance had never been made."

"Although the parties intend that this condition subsequent and the Grantor's right of reentry for condition broken should be perpetual, the parties recognize that pursuant to the provisions of ORS 105.772, such condition subsequent and right of reentry shall be extinguished upon the expiration of 30 years from the date of this conveyance, unless the Grantor shall record in the deed records of Lincoln County, Oregon a notice of intention to preserve such notice not less than 28 years nor more than 30 years after the date of this conveyance, and within a like time period after each subsequent renewal. So long as such statute shall so require, or should any additional condition or requirement be imposed by statute, Grantor may so renew condition subsequent and the Grantor's right of reentry."

4. An easement reserved in the aforementioned deed, as follows:

"A permanent, exclusive easement upon all of the above described property, hereby retained by the Grantor, to allow the Grantor to receive, have and have credited to it any mitigation credits which may be generated as a result of any subsequent activity on any of the described property as a result of the development of the property. However, this easement shall not allow the Grantor to use or occupy any portion of the said premises, nor shall Grantor control the manner in which the property is developed. Grantee shall be free to develop the property as Grantee shall see fit, subject only to the provision that if any mitigation credits shall be so generated, the same shall accrue to the benefit of the Grantor."

5. Any right, title, interest, claim or encroachment as might be disclosed by an inspection or survey of the premises, or reasonable inquiry of persons in possession thereof.

6. Right of the public and of governmental bodies in and to any portion of the premises hereindescribed lying below the high water mark of Yaquina Bay, including any ownership rights which may be claimed by the State of Oregon below the high water mark.

7. Rights of the public and of the State of Oregon in the ocean shore and dry sands are defined as lying between the mean high tide and visible line of vegetation or as defined in ORS 390.605-770, or any other applicable statute.

8. Any rights, interests or easements in favor of the State of Oregon, United States of America or the public which exists or are claimed to exist in and over the past and present, banks and waters of Yaquina Bay.

9. An easement, including the terms and provisions thereof, created by instrument recorded October 14, 1981 In Volume 127, Page 2484, Film Records, in favor of adjacent property for ingress and egress. (Affects Parcel 2.)

10. Contracts of sale, including the terms and provisions thereof, dated December 4, 1987, recorded December 18, 1978 in Volume 95, Page 1394, Film Records and dated January 7, 1978, recorded May 17, 1979 in Volume 100, Page 1321, the vendee's interests in which were assigned to the Port of Newport by assignment contained in supplementary agreement, including the terms and provisions thereof, recorded June 18, 1985 in Volume 171, Page 2189, Film Records (affects Parcels 2, 3, 4 and 5).

11. Unrecorded contract of sale, including the terms and provisions thereof, between the Bank of Newport, vendor, and the Port of Newport, vendee, as disclosed by memorandum of lane sale contract dated December 30, 1985, recorded June 18, 1986 in Volume 171, Page 2183, Film Records.

The interest of the vendees thereunder was assigned to the Newport Urban Renewal Agency by assignment recorded April 26, 1988 in Volume 191, Page 2057, Film Records.

12. Unrecorded contract of sale, including the terms and provisions thereof, between Harold H. Arnold, vendor, and the Port of Newport, vendee, as disclosed by memorandum of land sale contract dated December 15, 1985, recorded June 18, 1985 in Volume 171, Page 2186, Film Records.

The interest of the vendees thereunder was assigned to the Newport Urban Renewal Agency by assignment recorded April 26, 1988, in Volume 191, Page 2057, Film Records. (Affects Parcels 2, 3, 4 and 5).

13. Easement including the terms and provisions thereof, from the Port of Newport to the City of Newport recorded August 26, 1944, in Book 100, Page 161, Deed Records.

14. Terms and provisions, and easements, all as set forth in and reserved in the vendee's assignment of contract executed by the Port of Newport, assignor, in favor of Newport Urban Renewal Agency, recorded April 26, 1988 in Volume 191, Page 2057, Film Records. (Affects Parcels 2, 3, 4 and 5).

TO HAVE AND TO HOLD the said described premises unto the said Lessee from July 1, 1988, to and including 12:01 a.m., June 30, 2087, at and for a rental of one dollar. The Lessor finds and determines that the facilities to be constructed upon the property, and the operation of the facility, will be of substantial economic, educational and other benefit to the community and to the Urban Renewal District, and will substantially contribute to the elimination of blight and deterioration in the South Beach Urban Renewal Project Area, and that the rental hereunder reserved is the fair reuse value of the property, giving due consideration to the obligations and

requirements on the part of the Lessee herein to be performed, and the cost to be incurred by Lessee in the development, use and maintenance of the improvements to be constructed on the property hereby leased.

In consideration of the leasing of said premises and of the mutual agreements herein contained, each party expressly covenants and agrees to and with the other as follows:

1. ACCEPTANCE OF LEASE/TITLE:

Lessee accepts said lease and agrees to pay to the order of Lessor the rental above stated for the full term of this lease at the times and in the manner aforesaid. It is understood that the Lessee takes the premises "AS IS," subject to all faults, defects and hazards. Lessee assumes all risks associated with the use of the premises in any manner.

Lessor warrants that it has good and sufficient title to the premises, in fee simple, subject to such matters as may be set forth above. It shall be the responsibility of Lessee to obtain a leasehold policy of title insurance upon the above premises, and the attorneys for Lessor shall not provide any title opinion with respect to such property except in reliance upon such policy or a preliminary report therefor. In the event that the Lessee believes that the right or encumbrance revealed by such report or policy shall render the premises unfit for the uses intended and contemplated hereby, or shall be in violation of the above warranty of title, Lessee may give notice thereof to the Lessor within twenty (20) days after receipt of the preliminarily title report and may terminate this lease agreement and all obligations

hereunder unless the Lessor shall, within thirty (30) days after the receipt of such notice, cure or remove such clouds upon the title or commence to cure or remove the same and proceed with due diligence to such cure or removal. The Lessee's right to terminate this lease agreement as aforesaid shall be the sole remedy with respect to any such title cloud or defect.

2. USE:

The subject property shall be used primarily for an Aquarium project, to comprise elements of public exhibition and scientific research (the latter to be carried out on a cooperative basis with the Oregon State University Marine Science Center and other governmental research facilities, to the greatest extent feasible), and for no other purpose, without the express, written consent of Lessor in advance obtained. It is understood that this lease is entered into in recognition of the economic, scientific and other benefits to be realized from the development of such a facility, and such use of the property shall be a condition hereof.

Lessee will not make any unlawful, improper or offensive use of said premises; it will not suffer any strip or waste thereof; it will not permit any objectionable noise or odor (other than such odors as are normal and incidental to an aquarium facility and/or tidal flats) to escape or to be emitted from said premises or do anything or permit anything to be done upon or about said premises in any way tending to create a nuisance.

It is expressly understood, as above mentioned, that the Port of Newport has reserved an easement respecting the right to

preserve, have and utilize mitigation credits which may accrue or which may be realized in the course of the development of the property, whether under federal, state, local or other law. It is further understood that the Port of Newport and the Lessee have entered into a lease similar to this, setting forth certain conditions and agreements with respect to the use and preservation of mitigation rights with respect to the property subject of that lease, and such provisions are hereby adopted and made a part of this lease, for the benefit of the Port of Newport and for the purpose of carrying out its easement, with respect to such portions of the hereinabove described property as may be subject to such easement rights.

3. IMPROVEMENTS:

As part of the consideration for this lease, the Lessee agrees to construct valuable improvements upon the premises, the plans and architectural design thereof to be subject to reasonable approval by the Lessor, and said improvements to be constructed in substantial conformance with such plans and architectural design, as approved, to be constructed and operated in a first class manner, and to consist of a marine and scientific exhibition facility on the above described real property, in a campus-style layout, consisting of the following structures:

(a) Entry building, which will provide for ticket sale, orientation and basic services, including but not necessarily limited to a bookstore, restrooms and snack bar or restaurant.

(b) The Freshwater Center, a building which will house exhibits illustrative of Oregon Freshwater Wildlife and Eco-Systems.

(c) The Estuary Center, a building which will house exhibits illustrative of Oregon Estuarian Wildlife and Eco-Systems.

(d) The Sea Center, a building which will house exhibits illustrative of Oregon Marine Wildlife and Eco-Systems.

(e) The Ocean Science Center/Resource Education Center, both housed in the same structure. The former will include exhibits relating to issues and processes of a current nature, and the latter will provide a classroom environment and laboratory for educational purposes.

The foregoing comprise the initial facilities to be constructed, commonly referred to as Phase I of the project, and represent the minimum facilities which shall be constructed to comprise the project. Phase I will include not less than 25,000 square feet of indoor, heated space and will additionally comprise outdoor exhibits grouped around and about the indoor facilities, and related thereto. The Lessee shall have the right, subject to any other conditions or agreements in this agreement, to construct additional improvements as may be appropriate to the purposes of this lease. The project shall include proper and attractive landscaping, and the project shall be generally carried out in a manner that shall be aesthetically pleasing and attractive.

It is understood that the Lessee is in the process of obtaining financing for the project (primarily by governmental

grants, contributions and from private foundations), and planning and designing the project, and this lease agreement shall be conditional upon the Lessee completing the project as hereafter provided.

Upon the execution of this agreement, Lessee shall proceed with all diligence to make every reasonable effort to complete all architectural, engineering and design work, to obtain financing and to construct and complete the project, and open the same for operation. Such work shall be completed as follows (and timely completion shall be a condition of this lease):

a. Project engineering, design and planning shall be completed not later than March 1, 1990.

b. All building permits and other necessary approvals shall be obtained and a construction contract shall be awarded not later than March 1, 1991, or within twelve months after the steps described in Subsection a., above, have been completed, whichever is sooner.

c. The project shall be substantially completed and open for business not later than March 1, 1993, or within two years after the steps described in Subsection b., above, have been completed, whichever is sooner.

d. In connection with the foregoing, the parties recognize that developments beyond the control of the Lessee may require that the project be scaled down, i.e., that the size of the project be reduced due to funding or for other reasons. The Lessor agrees to give reasonable consideration to any request of the Lessee to reduce the initial scope of the project, upon

condition that such project, as so reduced in scope, will nonetheless serve the purposes for which this lease agreement is made and entered into, is reasonably expected to be economically viable and beneficial to the community and attractive and aesthetically pleasing.

4. COMPLIANCE WITH LAW:

Lessee shall comply at Lessee's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of said lease premises.

It is understood that the Lessor, being a public body, is subject to certain statutes and requirements of law, and this lease is made subject to the provisions of all state, federal, and other laws, to the extent applicable, which are by this reference incorporated herein as though set forth in full.

5. TAXES, UTILITIES & OTHER FEES:

Lessee shall promptly pay for all water, heat, light, power and other services or utilities used in the leased premises during the term of this lease and all personal property taxes on all personal property located on the premises during the Lessee's occupancy thereof.

Lessee shall also pay all taxes, assessments, licenses, permit fees, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind or nature, which now or hereafter may be levied upon the real property or improvements during the term of the lease or as a consequence of the Lessee's occupancy thereof,

promptly when the same are levied and assessed and before the same shall become delinquent.

If by law, any charge, levy, or other such imposition is payable or, at the option of the taxpayer, may be paid in installments, Lessee may pay the same, together with any interest accruing on the unpaid balance, in installments, and shall be required to pay only such installments as may become due, provided, however, that any unpaid balance shall be paid in full on or before the expiration of this lease agreement.

If it is determined that any of the adjacent submerged or submersible lands are the property of the State of Oregon, and if a lease is entered into with the State of Oregon, Division of State Lands, to allow the use of such adjacent lands, the Lessee shall pay all sums due to the State of Oregon for such purpose, promptly and before the same shall be past due.

Lessee will promptly deliver to Lessor receipts or other satisfactory evidence of all payments required hereunder.

6. FIRE AND CASUALTY INSURANCE:

Lessee agrees to insure any improvements erected upon the premises against loss by fire, vandalism or other casualty, with extended coverage, and for such other hazards and in such amounts as Lessor may reasonably require, in a company or companies satisfactory to the Lessor, for the maximum insurable value thereof, and both the Lessor and the Lessee shall appear as named insureds under such policy, as their respective interests shall appear. Any such policy shall provide that Lessor shall receive not less than fifteen (15) days notice prior to any cancellation

or amendment of the policy. Lessee shall provide to Lessor a copy of the policy and a certificate evidencing that such insurance is in effect.

Lessee shall be responsible to provide insurance upon the fixtures, appurtenances and personal property located upon the premises against loss by fire, vandalism or other casualty. Lessor shall be a named insured with respect to any of the personal property on the premises belonging to the Lessor, and shall receive the same notices and evidence of insurance with respect to the personal property owned by Lessor as is required with respect to the real property, as above.

Lessee shall provide to Lessor a copy of any policies of insurance required under the foregoing, or any other, provision of this lease agreement, together with a certificate showing that such insurance is in full force and effect, and at least fifteen (15) days prior to the expiration date of any policy the Lessees shall provide to Lessor a copy of the renewal policy, a certificate of renewal, and satisfactory evidence of payment of the premiums. Such policies shall provide that (a) any loss shall be payable to Lessor, to Lessee, and to the holder of any permitted mortgage on the leasehold, as their interests may appear, and notwithstanding any act or negligence of Lessee which might otherwise result in forfeiture of said insurance; (b) that such policy shall not be cancelled or amended except upon notice as provided above, and; (c) that the coverage afforded by the policy shall not be affected by the performance of any work in or about the premises.

7. REPAIRS AND IMPROVEMENTS:

Lessee hereby agrees to maintain and keep the premises and all improvements thereon in good order and repair during the entire term of this lease at Lessee's own cost and expense and to replace all glass which may be broken or cracked during the term hereof. Lessee further agrees that it will make no alterations, additions or improvements to or upon said premises without the written consent of the Lessor first being obtained. However, such written consent shall not be unreasonably withheld by the Lessor. Inasmuch as the improvements upon the premises are constructed by the Lessee, and this is a long-term lease, this shall not be construed to require the consent of the Lessor with respect to any improvement which (1) does not materially diminish the value of the improvements, (2) does not materially alter the structure or external appearance of the improvements, and (3) do not represent a cost greater than five percent (5%) of the sound value of the improvements on the property. In any event, whether or not such consent shall be required, Lessee shall notify Lessor of any repairs or improvements other than ordinary and customary maintenance and, if requested, shall provide satisfactory evidence that such alterations, additions, or improvements comply with the foregoing conditions, if Lessee believes that the Lessor's consent is not required under the foregoing.

The Lessor shall not be required to make any repairs whatsoever. However, if the Lessor shall determine that any repairs are required, Lessor may, at Lessor's option and in Lessor's discretion, make or cause such repairs to be made, at the

expense of the Lessee, and the amount due therefor shall be an obligation from the Lessee to the Lessor, under this lease, immediately due and payable.

All repairs, alterations, additions, and improvements shall be carried out and completed in a good and workmanlike manner, in compliance with all applicable laws, including the obtaining of all permits, inspections, and improvements of all governmental agencies, and of the fire underwriters, (to the extent required). These provisions shall be applicable to the initial improvements under Section 3, as well as to subsequent repairs, alterations, additions and improvements.

8. INSPECTION:

The Lessor, its agents and representatives, at any reasonable time may enter upon or into said premises for the purpose of examining the condition thereof and for any other lawful purpose.

9. TRANSFER OR SUBLEASE:

Lessee will not assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or any interest therein, or permit any other person or persons whomsoever to occupy the premises, without the written consent of the Lessor first being obtained in writing. Lessor will not unreasonably withhold consent to sublease or license a reasonable amount of space for a restaurant/snack bar operation, a bookstore or gift shop, or other similar concession, all of which are to be only incidental to the operations of the aquarium and consistent with the purposes and intentions expressed in this agreement. Permission for any such

transfer shall not serve to release Lessee with respect to any obligation hereunder.

10. LIENS:

Lessee shall keep the demised premises free from all liens of every kind and description caused, incurred, permitted or suffered by any act or omission of Lessee, and Lessee shall not have the right or authority to incur any mechanic's, laborer's, materialmen's or any other liens.

However, in the event that the Lessee shall desire to contest any lien which may be asserted against the premises, Lessee shall have the right to do so, upon condition that Lessee shall provide a commercial surety bond to the Lessor in an amount equal to 150% of the amount of the lien claim, indemnifying Lessor against any loss, liability for damages on account of such claim, and upon further condition that the Lessee shall promptly and fully pay any amount which is finally adjudicated to be due upon such claim.

11. OBSTACLES:

At all times Lessee shall keep the sidewalks in front of the demised premises free and clear of ice, snow, rubbish and obstruction of every sort.

12. LIABILITY:

Lessor shall not be responsible or liable in any way for the injury or death of any person or damage to any property caused in or about the premises, nor shall Lessor be liable for any damage or loss suffered by the business or occupation of Lessee arising or resulting from any such accident or injury to goods or persons happening in or about the premises. Lessee does hereby covenant

to save, hold and defend Lessor harmless from any claim, loss, damage or liability resulting from or arising out of any such accident or injury, or in any manner arising from or as a result of the Lessee's use or occupancy of the premises, or that of any employee, representative or invitee of Lessee, and in the event of any suit or action for damages, claim or penalties being brought by any person whomsoever, Lessee agrees at its own cost and expense to defend Lessor against any such suit or action and any and all appeals thereof and to satisfy and discharge any judgment which may be awarded against Lessor on account thereof. Lessee will at all times indemnify and hold harmless the Lessor, its agents and employees, against any and all actions or causes of action, claims, demands, liabilities, losses, damages or expenses of any kind or nature which Lessor shall or may at any time sustain or incur by reason of Lessee's operations hereunder. However, Lessor represents to Lessee that upon execution hereof Lessor has no notice from any person of intent to assert such a claim.

13. LIABILITY INSURANCE:

Lessee further agrees at all times during the term hereof, at its own expense, to maintain, keep in effect, furnish and deliver to the Lessor liability insurance policies in form and with an insurer satisfactory to the Lessor insuring both the Lessor and the Lessee against all liability for damages caused by the negligence of the Lessee, its employees or agents, to persons or property in or about said leased premises; the policy of liability insurance shall have a single aggregate policy limit of not less

than $1,000,000.00. Lessee agrees to and shall indemnify and hold Lessor harmless against any and all claims and demands arising from acts or omissions of the Lessee, its officers, agents, invitees and/or employees, as well as those arising from Lessee's use of the leased premises, or Lessee's failure to comply with any covenant of this lease upon its part to be performed and shall, at its own expense, defend the Lessor against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals thereof, and shall satisfy and discharge any judgments which may be awarded against Lessor in any such suit or action.

Lessee shall provide to Lessor copies of the policy of liability insurance required hereunder, together with a certificate or other satisfactory proof that such policy or policies are in full force and effect. Such policy or policies shall provide that the coverage thereunder shall not be cancelled or amended without at least fifteen (15) days notice to Lessor.

The parties recognize that the aforementioned policy limits are relatively low, considering the intended use of the premises, and Lessor shall have the right, from time to time, to request reasonable increases in the liability limits of the aforementioned policy of liability insurance.

14. OWNERSHIP OF IMPROVEMENTS:

All improvements and any partitions, plumbing, wiring, fixtures, mechanical systems and other additions to or upon said leased premises, whether installed by the Lessor or the Lessee, shall be and become part of the premises as soon as installed and

are the property of the Lessor unless otherwise expressly agreed by the parties in writing.

However, the Lessee shall retain ownership of the EDA-funded improvements for a period of twenty-five years, except and unless the EDA shall consent to such improvements becoming the property of the Lessor at an earlier date. If Lessee shall remove any such EDAD-funded improvements, Lessee shall repair all damage caused by the severance.

15. DESTRUCTION OF PREMISES:

In the event of the destruction of the leased premises by fire or other casualty, Lessee shall rebuild and restore the premises to their condition prior to such loss, and any proceeds of insurance shall be applied to that purpose. If the Lessee shall fail so to do within 365 days following such loss, such proceeds of insurance shall be paid to the Lessor, and applied as follows (which shall not, however, waive the Lessee's failure to do so):

a. To pay or discharge any obligations which may exist by reason of the terms and conditions of any grant, loan or other financing used to finance the construction of the improvements on the subject real property.

b. The remainder, if any, shall be the property of the Lessor.

c. Lessee shall not be considered to have failed to rebuild and restore the premises to their condition prior to such loss, as required above, notwithstanding that Lessee may not have restored the premises to exactly the same condition as the same

existed prior to the loss, if Lessee shall have constructed improvements having a replacement value substantially equal to the replacement value of those improvements existing prior to the loss, and shall have constructed the same in a manner consistent with the terms and provisions of this lease and appropriate to the needs and activities of the Lessee at the time of such loss, and if such replacement premises will provide for carrying out substantially the same activities as existed prior to such loss.

The Lessor does not hereby assume any obligation with respect to any of Lessee's financing, or any obligation or encumbrance on the subject property.

16. WAIVER OF LIABILITY:

Neither the Lessor nor the Lessee shall be liable to the other for losses arising out of damage to or destruction of the leased premises, or the building or improvements of which the leased premises are a part or with which they are connected, or the contents of any thereof, when such losses are caused by any of the perils which are insured against, to the extent of available insurance proceeds. All such claims for any and all losses, however caused, hereby are waived, to the extent of such proceeds. However, nothing herein contained shall be deemed to exculpate the Lessee for liability for such losses to the extent that Lessee fails to obtain and keep in effect insurance against such losses as herein required, nor anything herein contained be deemed to exculpate the Lessee for liability for such losses should such exculpation have the effect of voiding or nullifying any insurance

coverage for such loss which might otherwise exist for the benefit of the Lessor.

17. CONDEMNATION:

In case of the condemnation of appropriation of all or any substantial part of the said demised premises by any public or private corporation under the laws of eminent domain, this lease shall continue in full force and effect as to such portion of the premises, if any, as may remain after such taking, if the premises shall not thereby be rendered unsuitable for the purposes contemplated under this lease agreement. In the event that the premises shall be rendered unsuitable for such purposes, this lease agreement shall terminate. In any event, this lease agreement shall terminate as to the portion of the premises as may be taken.

The proceeds of any condemnation award appertaining to the taking of the land shall belong to the Lessor; the proceeds of any condemnation award appertaining to the taking of the improvements shall be applied as follows:

a. To alter the remaining improvements so that the same may be used, to the fullest extent possible, for the purposes originally intended under this lease. If the remaining premises cannot be altered to the extent necessary, then no alteration shall be made to such improvements, and such proceeds shall be applied as hereafter provided.

b. To establish a similar facility at another location, if the facility cannot continue to be used for the

purposes intended, and cannot reasonably be altered to accomplish such purpose.

c. If the proceeds are not applied as provided in Section a. or b., or if there shall be any excess, the same shall be applied toward any obligation existing by reason of any grant or loan obtained by the Lessee to construct the improvements, with the remainder to be paid to the Lessor and Lessee, as their interests may appear.

18. HOLDING OVER:

In the event the Lessee shall for any reason hold over after the expiration of this lease, other than pursuant to a valid renewal or extension hereof, such holding over shall not be deemed to operate as a renewal or extension of this lease but shall create a tenancy from month-to-month which may be terminated at will at any time by the Lessor.

19. NOTICES:

Any notices required by the terms of this lease to be given by one party to the other, or desired so to be given, shall be sufficient if the writing is in a sealed envelope, deposited in the United States registered or certified mail with return receipt requested and with postage fully prepaid and addressed to the other party at the following address, or such other address as to which either party may have properly notified the other:

LESSOR:	LESSEE:
NEWPORT URBAN RENEWAL AGENCY C/O CITY RECORDER CITY OF NEWPORT 810 S. W. Alder St. Newport, Oregon 97365	OREGON COAST AQUARIUM, INC. 1 FERRY SLIP ROAD SOUTH BEACH, OR 97366

20. STRICT PERFORMANCE:

Lessee's full, strict, complete and literal performance, and the time thereof, are of the essence of this agreement; any waiver by the Lessor of any breach of any covenant or agreement herein contained to be kept and performed by the Lessee shall not be deemed or considered a continuing waiver and shall not operate to bar or prevent Lessor from any right or remedy for that breach or for any succeeding breach, either of the same condition, covenant or agreement, or of any other.

21. ATTORNEY'S FEES:

In the event either party shall be required to retain the services of an attorney to enforce any obligation under this lease agreement, including any proceedings under the Federal Bankruptcy Code, or similar legislative enactment, such party shall be entitled to recover from the other such reasonable attorney's fees so incurred, whether or not any suit or action shall be commenced. In the event either party shall commence any suit or action to enforce any obligation hereunder, the prevailing party shall be entitled to recover from the other such party's reasonable attorney's fees so incurred, including any appeal.

22. RIGHT TO ADVERTISE:

During the period of sixty (60) days prior to the date fixed for the termination of said lease, unless the parties have reached agreement and have renewed the same as provided herein, the Lessor may post on said premises or in the windows thereof signs of

reasonable size notifying the public that the premises are "For Sale" or "For Rent" or "For Lease."

23. SURRENDER OF PREMISES:

At the expiration of said term or upon any sooner termination of this lease, or upon the termination of any extension hereof, or upon the termination of any month-to-month tenancy created hereafter, the Lessee will quit and deliver up said leased premises and all future erections or additions to or upon the same, broom clean to the Lessor, or those having Lessor's estate in the premises, peaceably, quietly and in good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements, to the extent covered by insurance, alone excepted, as the same are now in, or such better condition as the premises hereafter may be put in, or may be required, by terms of this lease, to be put in.

24. SUCCESSORS:

All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend and inure to the benefit of and bind, as the circumstances may require, the heirs, executors, administrators, successors and assigns of such parties. However, this provision shall not be construed to permit any transfer of the rights of the Lessee in derogation of any term or provision of this lease agreement requiring the consent of the Lessor.

25. NEAT AND PRESENTABLE CONDITION:

Lessee agrees at all times during the term of this lease to maintain the leased premises in a clean, neat, orderly and presentable condition.

26. INTEGRATION:

This is the complete and entire agreement between the parties, and supersedes any other or prior agreement. Any modification hereof shall be effective only if reduced to writing and subscribed by the parties sought to be bound thereby.

27. DEFAULT:

The Lessee's failure to pay the rent provided hereunder, or any portion thereof, or to keep and observe any other requirement of this lease after notice of failure so to do (as hereafter provided) shall be a default and shall operate to terminate the tenancy of the Lessee hereunder without waiver of any right of Lessor, including the right to be compensated for Lessor's damages, including but not limited to the rent and other performance due to Lessor hereunder. Acceptance by Lessor of payment of arrearage of rent, or a portion thereof, or any partial performance, shall not reinstate the lease unless the Lessee shall pay or perform all sums the payment of which is in arrears and cure all other defaults then existing.

The Lessee shall not be considered in default hereunder, and this lease shall not terminate, by reason or any act or omission of the Lessee in breach of any requirement hereof, until and unless Lessor shall give to the Lessee notice of such act or omission in breach of this lease agreement, and Lessee shall fail

to cure the same within twenty (20) days after such notice. However, whenever such breach shall relate to the provision of insurance or to the payment of any taxes, assessment, rent to the Division of State Lands or any other sum due to a third party, the same shall constitute a default upon expiration of five (5) days after such notice without cure of the breach. At Lessor's option, and without waiving such breach, Lessor may itself pay any such sum, in whole or in part, for the account of Lessee, and such amount shall thereupon be immediately due from Lessee to Lessor, as additional rent hereunder.

With respect to all matters relating to the condition of the premises, if the act or omission complained of by Lessor is of a type which may not reasonably be cured within twenty (20) days, the Lessee shall nonetheless not be deemed in default hereunder if the Lessee shall commence the cure of such breach within ten (10) days following receipt of such notice and shall diligently prosecute such cure to completion, such cure in any event to be completed within ninety (90) days after receipt of such notice.

28. REMEDIES:

In the event the lease shall terminate for default, as aforesaid, or by reason of any other default as a matter of law, or for any other reason, and if the Lessee shall fail to immediately surrender possession of the leased premises, in any of such cases, the Lessor or those having Lessor's estate in the premises, lawfully and at the option of the Lessor, immediately or at any time thereafter, without demand or notice, may enter into and upon the demised premises and every part thereof and repossess

the same as of Lessor's former estate and expel Lessee's effects at the expense of Lessee, forcibly if necessary, and store the same and/or lock the demised premises, all without being deemed guilty of trespass or other wrongful act, and as a remedy pursuant hereto and not in derogation hereof, and without prejudice to any other right or remedy which otherwise might be used for arrears of rent, breach of this agreement, or otherwise.

In addition, if the Lessor shall retake possession of the premises, Lessee shall pay to Lessor all of the reasonable costs of reentry and reletting, including but not limited to the cost of any cleanup, refurbishing, removal and storage of Lessee's personal property and fixtures and any other expense occasioned by Lessee's failure to quit the demised premises upon termination or to leave them in the required condition, any cost of repair to the building, attorneys' fees, court costs, brokers' commissions and advertising costs.

All of the Lessor's rights and remedies hereunder shall be cumulative, one with the other, and with any other right or remedy as may now or later exist by force and effect of law or otherwise.

Lessor, at any time Lessee has failed to perform a provision hereof, can provide such performance at Lessee's cost, and such costs or amounts paid shall be a debt due immediately from Lessee to Lessor.

All rent and other sums due to Lessor from Lessee shall bear interest at the highest rate permitted by law or, if there be no limitation, at a rate which is 5% (5 points) above the prime

rate for preferred large borrowers as quoted in the West Coast Edition of the Wall Street Journal at the time of the award.

29. SPECIAL NON-CANCELLATION PROVISION:

It is understood by the parties that, as a condition of certain federal grants anticipated by the Lessee to be obtained for the construction of improvements upon the subject premises, this lease agreement must not be subject to cancellation by the Lessor, for breach or otherwise, at any time prior to January 1, 2020. Accordingly, the Lessor agrees and stipulates that it hereby waives any right to cancel this lease agreement and terminate the use and possession of the leased premises prior to such date, notwithstanding any breach of any term or provision hereof.

However, Lessor shall nonetheless have the right to enforce any obligation of this lease agreement by a suit for specific performance or otherwise, to obtain a judgment for any loss, injury or damages incurred by Lessor on account of any breach hereof, and to exercise any other right or remedy as may exist under this lease agreement or by force and effect of law, except only the right to terminate the lease agreement.

It is further understood that the Lessor shall have the right to terminate the lease agreement at any time after the date mentioned above, and also may terminate the lease agreement prior thereto under certain circumstances, as follows:

a. In the event that any such federal agency as for the benefit of which this provision shall exist shall consent thereto.

b. In the event that the Lessor shall be willing to pay to such agency the amount of the original grant, or such portion thereof as by law may be required to be paid.

c. If the Lessor shall be willing to assume the obligations of such grant, and to continue to operate the facility for the same purposes and in the same manner as required of Lessee, for such period time as may be required.

d. In the event that the Lessor is willing to place the facility in the hands of another, non-profit organization which will assume the obligations of Lessee and operate the facility in the same manner as required of Lessee.

It is a condition of this lease agreement that the Lessee shall maintain its status as a tax-exempt non-profit corporation in good standing. If, owing to changes to the tax laws or the non-profit corporation laws, Lessee may no longer exist as such a corporation, Lessee shall not be deemed in violation hereof so long as Lessee continues to maintain its corporate existence in a form legally recognized as most like the present tax-exempt non-profit corporation status.

30. RECEIVERSHIP:

As an additional remedy in the event of default on the part of the Lessee, so long as Lessor shall not have elected a remedy inconsistent herewith, the Lessor shall have the right, on its own or by court appointment of a receiver, to take possession of the property and operate the same in accordance with the Lessee's obligations under this lease agreement until such time as any default shall be cured and the Lessee shall demonstrate the

ability to comply with the terms and obligations of this lease agreement. This shall not constitute a termination of the lease agreement, such as is restricted under Section 27 above, but shall be considered only a temporary interruption of the Lessee's right to possession.

Such receiver shall have a right, not only to take possession of the real property and to operate the same as contemplated, and to receive the rents, profits, and other income from the business and property, and to apply the same in an appropriate manner, including the payment of expenses and the costs of the receivership, to charge any deficiency to the account of the Lessee, but also to take possession of any of the Lessee's personal property located on the premises which may be necessary or convenient to such operations.

31. OWNERSHIP OF IMPROVEMENTS/REMOVAL:

All structures, installations or improvements of any kind placed on the leased premises by the Lessee shall be and become a part of the leased premises. Upon the termination of this lease by expiration or otherwise, all structures, installations, improvements, machines, appliances, and trade fixtures of any kind placed on the premises by the Lessee shall be the property of the Lessor unless, at the option of the Lessor, the Lessor shall require the Lessee to remove some or all thereof, in which case the Lessee shall remove the same, or such part thereof as shall be required, within thirty (30) days after Lessor shall give notice. If Lessor exercises such option to require removal, and Lessee shall fail to do so and in the time limited, Lessor shall have the

right to remove or cause the removal of such structures, installations, improvements, machines, appliances, or trade fixtures to the extent required of Lessee, at the expense of Lessee.

Upon such termination, Lessee shall also deliver to Lessor all files, plans, records, registers and other papers and documents which may be necessary appropriate or convenient for the proper use, operation, management, and enjoyment of the premises.

32. SPECIAL REQUIREMENTS:

a. Conduct of Lessee's Activities:

Lessee agrees, upon completion of construction and continuously thereafter during the entire term hereof, to conduct and carry on its aquarium (public exhibit) and marine research activities on the leased premises, and to keep such premises open open for business and to cause such business to be conducted thereon during each and every day of the entire term of this lease, subject only to conditions beyond the control of the Lessee and such reasonable periods of closure as are normal and customary for such facilities. Lessee shall conduct its activities and operations in a businesslike and efficient manner, beneficial to the Lessee and its facility, the community and the public generally. Lessee shall not discriminate or permit discrimination against any person or groups of persons in any manner on the grounds of race, color, religion, national origin, or otherwise in any manner prohibited by law and shall furnish services in a fair, equal and not unjustly or unlawfully discriminatory basis to all the users thereof, and in compliance

with all applicable laws, statutes, regulations and government requirements.

b. Security Interest:

Lessor shall have a security interest in all personal property upon the leased premises, tangible or intangible, including future acquisitions, substitutions and additions, and in all contracts relating to the operation of the premises or any ctivity thereon, to secure unto Lessor full and complete performance of all of the terms, conditions, obligations, and requirements hereof. In connection therewith, Lessee agrees to execute all additional documents necessary to carry out the intent hereof and to perfect such security interest, including but not necessarily limited to forms UCC-1 and UCC-2. However, such security interest shall be subordinate to any purchase money security interest in any goods granted to the supplier of such goods. It is expressly understood that the security interest hereby created is in addition to, and not in lieu of, any landlord's lien which Lessor may have.

c. Warranties, Guarantees, and Integration:

Lessor makes no warranty, guarantee, or representation of any nature whatsoever concerning the condition of the leased premises, and it is agreed that Lessor will not be responsible for any loss, damage or cost which may be incurred by Lessee by reason of any physical condition of the premises. This agreement waives and supercedes any other agrees, understandings, negotiations or representations of the parties, whether verbal or in writing. Lessee certifies, acknowledges and agrees that this lease is

accepted and executed on the basis of the Lessee's own examination and personal knowledge of the premises, the nature of the project, related projects, and generally all matters which are a matter of public record or which may be ascertained upon reasonable inquiry. All prior negotiations, representations of fact or opinion or agreements relating to this agreement or the subject property or the project thereon to be constructed as may have been made by the Lessor or any agent or any representative thereof upon which Lessee may have relied have been reduced to writing and are included in this agreement, and if not so reduced to writing and included herein, are expressly waived, which waiver is a material part of the consideration to the Lessor for this lease agreement.

(d) Cross Default Clause:

It is understood that a portion of the project to be constructed in accordance with this lease agreement will also be constructed upon property belonging to the Port of Newport and leased by said agency to Lessee. Inasmuch as it would be impracticable to properly utilize the said properties for the purposes hereunder intended except in conjunction with one another, it is therefore agreed that any default under the Port of Newport Lease shall be a default under this lease, and if the Port of Newport shall, for any reason, be terminated, this lease may likewise be terminated by Lessor, ipso facto, without regard to any other provision herein contained.

33. SUCCESSION:

All rights, remedies and liabilities herein given to or imposed upon either of the parties shall extent and inure to the

benefit of, and bind, as the circumstances may require, the successors and assigns of such parties, subject to the limits and restrictions on transfer as are herein and hereby imposed.

34. GRAMMATICAL CONSTRUCTION:

In construing this lease, it is understood that the Lessor or the Lessee may be more than one person, and if the context so requires, the singular pronoun may be taken to mean and include the plural, the masculine may include the feminine and the neuter, and vice versa, and generally all grammatical changes shall be made, assumed, and implied as are necessary to carry out the intent hereof and to make the provisions of this agreement apply equally to corporations as to individuals.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate to be effective as of the day and year above set forth, and any corporate signature is affixed hereto only pursuant to the authority of the board of directors or other governing body thereof.

LESSOR:

NEWPORT URBAN RENEWAL AGENCY

BY: _____
CHAIRMAN

ATTEST:

_____
SECRETARY

LESSEE:

OREGON COAST AQUARIUM, INC.

BY: _____
PRESIDENT

BY: _____
SECRETARY

ADDENDUM TO LEASE AGREEMENT

This addendum made and entered into as of the 1st day of July, 1989, by and between the Newport Urban Renewal Agency, a public body corporation and politic, of the State of Oregon, hereinafter called "Lessor", and the Oregon Coast Aquarium, Inc., an Oregon non-profit corporation qualified to do business in the state of Oregon, hereinafter called "Lessee". This addendum amends and supplements that certain agreement for lease of business premises made and entered into as of the 1st day of July, 1989 between the two parties listed above.

1. The real property leased hereunder includes the parcels described in the lease together with the vacated portion of any streets vacated on or after July 1, 1989, inuring to the benefit of the real property described in the lease.

2. The Lessor agrees to continue paying the installments of the purchase price due under the contracts listed under exceptions 10, 11 and 12 listed on pages 2 and 3 of the lease, and Lessee, Oregon Coast Aquarium, shall not be required to make any payments on those contracts, but shall keep, observe and abide by all other requirements of said contracts.

3. It is understood and agreed between the parties that in the event the Lessee is unable to proceed with the

project proposed in Section 3 of the lease, or a revised project which meets with the reasonable approval of Lessor, Lessor's sole remedy for such failure to proceed shall be termination of the lease and Lessee shall have no further obligation hereunder after such termination. However, this shall not be construed to preclude Lessor from asserting claims for loss or damage arising from other breach or fault of Lessee (as for example, commission of waste or failure to pay taxes or other liens which may be the obligation of Lessee).

LESSOR:

NEWPORT URBAN RENEWAL AGENCY

By: _____
President

ATTEST:

_____
Secretary

LESSEE:

OREGON COAST AQUARIUM, INC.

By: John B. Clark
President

By: _____
Secretary

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM made and entered into as of the 10th day of OCTOBER, 1991, by and between the Newport Urban Renewal Agency, a public body corporation of politic, of the State of Oregon, herein called "Lessor", and the Oregon Coast Aquarium, Inc., an Oregon non-profit corporation qualified to do business in the State of Oregon, hereinafter called "Lessee". This addendum amends and supplements that certain agreement for lease of business premises made and entered into as of the 2nd day of July, 1990 between the two parties listed above.

1. In order for Lessee to obtain certain funding from the Economic Development Administration, it is necessary for the underlying contracts on some of the parcels being leased by Lessee from the Lessor to be paid in full. The Lessee is willing to pay as additional consideration the amounts necessary to pay off these underlying contracts.

2. Lessee agrees to pay as additional consideration hereunder the sum of $150,493.89. Lessee and Lessor agree that the funds will not be paid through Lessor, but will be paid directly to the underlying contract vendors, the Bank of Newport, Howard Arnold, and the Estate of Kenneth Dodd, in order that the following described property will be owned free and clear of these contracts by the Lessor hereunder.

3. The description of the property on which the contracts will be paid is described as follows:

PARCEL I:

Lot 1, Block G, HARBORTON, in the City of Newport, County of Lincoln and State of Oregon lying Westerly and Northerly of Ferry Slip County Road No. 559.

EXCEPTING portion lying within relocated Ferry Slip Road as shown on Major Partitions #31-1991 and #32-1991.

PARCEL II:

Block E, HARBORTON, in the City of Newport, County of Lincoln and State of Oregon.

TOGETHER with that portion of vacated S.E. Elm Street and Chestnut Street adjoining that would attach thereto

by Ordinance/Order No. 1572, recorded June 13, 1990 in Book 218, page 271, Lincoln County Records.

TOGETHER WITH that portion of vacated Ferry Slip Road adjoining that would inure thereto by Ordinance No. 1582, recorded January 30, 1991, in Book 226, page 39, Microfilm Records for Lincoln County, Oregon.

PARCEL III:

Blocks C and D, HARBORTON, in the City of Newport, County of Lincoln and State of Oregon.

TOGETHER WITH that portion of vacated S.E. Chestnut Street, S.E. 27th Street, S.E. 28th Street, S.E. Birch Street adjoining that would attach thereto by Ordinance/Order No. 1572, recorded June 13, 1990 in Book 218, page 271, Lincoln County Records.

EXCEPTING THEREFROM that portion lying within relocated Ferry Slip Road as shown in Major Partitions #31-1991 and #32-1991.

PARCEL IV:

Lot 1, Block F, HARBORTON, in the City of Newport, County of Lincoln and State of Oregon.

EXCEPTING THEREFROM that portion lying in the tract known as SOUTH BAY INDUSTRIAL CONDOMINIUM, as shown in Book 1, page 49, filed October 14, 1981, Book of Condominiums, Lincoln County, Oregon, in the City of Newport, County of Lincoln and State of Oregon.

TOGETHER WITH that portion of vacated S.E. Elm Street adjoining that would attach thereto by Ordinance/Order No. 1572, recorded June 13, 1990 in Book 218, page 271, Lincoln County Records.

TOGETHER with the portions of any vacated streets inuring to any of the property described above.

LESSOR:

NEWPORT URBAN RENEWAL AGENCY

By: _____
Chairman

ATTEST:

By: _____
Secretary

LESSEE:

OREGON COAST AQUARIUM, INC.

By: John B. Clarke
President

By: _____
Secretary

SECOND ADDENDUM TO LEASE AGREEMENT

This Addendum, made and entered into as of the 14th day of January, 2002, by and between the Newport Urban Renewal Agency, a public body of the State of Oregon, hereinafter "Lessor," and the Oregon Coast Aquarium, Inc., an Oregon non-profit corporation qualified to do business in the State of Oregon, hereinafter called "Lessee,"

WITNESSETH:

RECITALS:

1. On or about July 1, 1988, Lessor and Lessee entered into an Agreement for Lease of Business Premises (the "Lease"), respecting certain property as therein described, and on October 10, 1991, entered into an Addendum to Lease Agreement, modifying the provisions of said Lease.

2. There has been under discussion between the Lessor and the Lessee ("the Parties") the matter of certain payments made by Lessee to third parties, including but not limited to the State of Oregon, which Lessee believes to have been the obligation of the Lessor.

3. Although there exists only limited documentation regarding the original agreements and understandings of the Parties in this regard, Lessor and Lessee believe that it was the original intent of the Parties that Lessor would be responsible for, and would make and pay such amounts, in order to render the property suitable for development by Lessee, notwithstanding any other provisions of the Lease.

4. Lessee paid such obligations in full in order to facilitate Lessee's own financing needs, in anticipation and in the belief that Lessor would reimburse it for such payments, and has and does consider that such payments by Lessee created a debt owed to it by Lessor, which debt would bear, and include, interest as provided by law, and the payment hereunder to be made constitutes the repayment of that debt from Lessor to Lessee.

5. Lessor now has funds on hand, and Lessor considers, has treated and continues to treat the Lessee's aquarium development as a project contemplated by the South Beach Urban Renewal Plan, and Lessee has need for additional funds to continue the development of its facilities.

6. Due to current economic conditions, changes in circumstances, and the need to pay indebtedness incurred for past renovations to the facilities located on the premises, and to make further renovations in the future, in order to continue to provide the economic, educational, scientific and other benefits which have been and which the Parties anticipate will continue to be, realized from the facilities operated by the Lessee on the premises, and to carry out the provisions of the South Beach Urban Renewal Area Plan, and in the interest of resolving and settling the claims of Lessee, Lessor is willing to assist Lessee by repaying to it a substantial part of the aforementioned payments, in order that Lessee may continue its operation and to develop and improve the property and further expand its operations thereon.

7. Lessee's financial projections indicate that Lessee's cash flow will improve in the future, by reason of certain obligations which it will have fulfilled, and by reason of income from additional facilities to be constructed by Lessee, and Lessee is willing to agree herein to modify the Lease to make provision for substantial rental payments, which are promised to Lessor as part of this transaction, which Lessor may later use for purposes consistent with the South Beach Urban Renewal Plan.

NOW, THEREFORE, the Parties, each in consideration of the other, agree as follows:

1. The provisions of this amendment shall be binding upon the Parties, but shall not otherwise be binding upon any other party with respect to any interest acquired by such other party, to the extent that any prior agreement of Lessor prohibits, limits or restricts the right and ability of the Parties to modify the Lease prior to the payment of any indebtedness owed to such party. This agreement is entered into in the interest of compromise, and no recital contained herein shall be used as an admission by Lessor or Lessee for any purpose other than the enforcement of the terms of this Addendum, or by any person other than Lessee or the Lessor.

2. Lessor acknowledges that Lessee has made payments upon local improvement district assessments affecting said property, and in fact has paid the same in full, and additionally has made for Lessor certain payments to the State of Oregon, Economic Development Department, on a loan made by the said Economic Development Department, thereby creating an aggregate indebtedness for reimbursement from Lessor to the Lessee which, with interest on such indebtedness, substantially exceeds the sum of $500,000, to be paid to Lessee promptly upon execution hereof.

3. In consideration of such payments, and all indebtedness of Lessor to Lessee on account of such payments or otherwise, and in full settlement and compromise thereof, Lessor agrees to pay to Lessee the sum of $500,000 on January 15, 2002.

4. The Parties agree that, in addition to the other consideration (by the way of performance) required under the terms of the Lease, Lessee shall additionally pay to Lessor, for a period of five (5) years, annual rent in the amount of $100,000, the first such annual rent payment to be due on September 5, 2003, with a like payment due on or before the fifth day of September of each year thereafter, until five successive payments (in the aggregate total amount of $500,000 shall have been paid to Lessor.

5. The parties modify Section 10 of the Lease by the addition of the following paragraph to be a part of said Section 10:

> Lessee shall have no power to do any act or to make any contract that may create or be the foundation for any lien, mortgage, or other encumbrance on the reversion or other estate of Lessor or on any interest of Lessor in the Premises. Nothing in this Lease shall be deemed to be, or be construed in any way as constituting, the consent or request of Lessor, express or implied, by inference or otherwise, to any person, firm, or corporation for the performance of any labor or the

furnishing of any materials for any construction, rebuilding, alteration, or repair of or to the Premises or to the Improvements, or as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that might in any way give rise to the right to file any lien against Lessor's interest in the Premises or against Lessor's interest, if any, in the Improvements. Lessee is not an agent of Lessor for the construction of Improvements on the Premises. Lessor shall have the right to post and keep posted at all reasonable times on the Premises and on the Improvements any notices that Lessor shall be required to post for the protection of Lessor and of the Premises and of the Improvements from any such lien. The foregoing shall not be construed to diminish any right expressly granted to Lessee elsewhere in this Lease to construct, alter, or add to the Improvements, but such right shall be exercised subject to the foregoing, and Lessee shall not commence the construction or alteration of any improvements except and unless Lessee shall have available prior to such commencement the funds, or a commitment for the availability of such funds, to pay the costs thereof when due. In the event of any construction or other work carried out on the premises by Lessee, Lessor wishes to have posted upon the property a notice that the owner will not be responsible for any such improvement, as authorized under the provisions of ORS 87.030, and, in the event that Lessee shall intend to carry out any such improvements, Lessee agrees to post, for and on behalf of Lessor, and prior to commencing any improvement, a notice that the Lessor, as owner of the Premises, will not be responsible for any such improvements, such notice to be posted in some conspicuous place upon the land or the improvement situated thereon, and in such manner as is now or hereafter may be required pursuant to the provisions of law.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate, to be effective as of the day and year above set forth, and any corporate signature affixed hereto only pursuant to the authority of the Board of Directors or other applicable governing body thereof.

LESSOR:

NEWPORT URBAN RENEWAL AGENCY

By _____
Chairman

ATTEST:

_____
Secretary

LESSEE:

OREGON COAST AQUARIUM, INC.

By _____
President

By _____
Secretary

THIRD ADDENDUM TO LEASE AGREEMENT

This Addendum, made and entered into effective as of September 5, 2003, by and between the Newport Urban Renewal Agency, a public body of the State of Oregon, hereinafter "Lessor," and the Oregon Coast Aquarium, Inc., an Oregon non-profit corporation qualified to do business in the State of Oregon, hereinafter called "Lessee,"

WITNESSETH:

RECITALS:

1. On or about July 1988, Lessor and Lessee entered into an Agreement for Lease of Business Premises (the "Lease"), respecting certain property as therein described, and on October 10, 1991, entered into an Addendum to Lease Agreement, modifying the provisions of said Lease.

2. On or about January 14, 2002, the parties entered into a Second Addendum to the Lease Agreement, providing, *inter alia*, for Lessee to pay to Lessor annual rent installments of $100,000 each, for the first five years, with the first such rent installment to be due on September 5, 2003, with a like payment due on or before the 5th day of September of each year thereafter, until 5 successive payments in the aggregate amount of $500,000 shall have been paid to Lessor, and

WHEREAS, Lessee has requested the opportunity to make such rent installments on a monthly basis in regular monthly installments of $8333.33 each, and

WHEREAS, Lessor is agreeable, and Lessee has previously tendered and paid to Lessor two such installments (for August 10, 2003 and September 10, 2003), and has requested that the parties enter into a written memorandum evidencing the modification of the Lease terms,

NOW, THEREFORE, the Parties, each in consideration of the other, and of the payment previously tendered and made to Lessor, agree as follows:

1. Paragraph 4 of the Second Addendum to said Lease Agreement is modified to read as follows:

> 4. The Parties agree that, in addition to the other consideration (by the way of performance) required under the terms of the Lease, Lessee shall additionally pay to Lessor rental payments of $500,000, payable over a period of five years, in monthly rental installments of $8333.33 each, the first such monthly rent payment to be due on August 10, 2003, with a like payment due on or before the tenth day of each month thereafter, until 59 such successive payments shall have been made, and a 60th final payment in the amount of $833.53, in the aggregate total amount of $500,000.

2. Notwithstanding the modification of the foregoing to provide for payments commencing August 10, 2003, the Parties acknowledge that this Agreement is executed after the stated due date for certain of the monthly installments and, further, that Lessee has paid the installments for the months of August and September, 2003, and such payments are deemed timely. The payment otherwise due October 10, 2003 will be deemed timely if received within 10 days following the date of execution of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate, to be effective as of the day and year above set forth, and any corporate signature affixed hereto only pursuant to the authority of the Board of Directors or other applicable governing body thereof.

LESSOR:

NEWPORT URBAN RENEWAL AGENCY

By _____
Chairman

ATTEST:

_____
Secretary

LESSEE:

OREGON COAST AQUARIUM, INC.

By _____
President

By _____
Secretary

AGREEMENT REGARDING ASSIGNMENT OF LESSOR'S INTEREST

This agreement is among the Newport Urban Renewal Agency (NURA), the City of Newport (City), and Oregon Coast Aquarium, Inc. (Aquarium).

RECITALS

A. NURA and Aquarium entered into an "Agreement for Lease of Business Premises" effective July 1, 1988 (the Lease Agreement) by which NURA leases five parcels of land to Aquarium. NURA and Aquarium have since entered into three addenda to the Lease Agreement.

B. NURA, as an urban renewal agency, has a finite period of time to operate. When an urban renewal agency completes its projects and pays its debts, its ceases to function and its assets are transferred to the municipality that formed it. NURA has the right to acquire property in its own name or on behalf of the municipality that organized it.

C NURA is transferring all its property to the City of Newport to avoid complications that may arise if it continues to hold property until its dissolution. Transferring property to the City also eases administration because the City has staff to administer property and NURA lacks staff.

TERMS OF AGREEMENT

1. NURA transfers all its rights, duties and obligations under the Lease Agreement to City, and Aquarium consents to the transfer. Aquarium accepts that its obligations and duties under the Lease Agreement are to and from the City and not NURA.

2. Except for the assignment of Lessor's interest from NURA to City, no changes are made to any provision of the Lease Agreement or any addendum.

CITY OF NEWPORT

Dale Shaddox, City Manager
Date: 2/19/09

NEWPORT URBAN RENEWAL AGENCY

Dale Shaddox, Executive Director
Date: 2/19/09

OREGON COAST AQUARIUM, INC.

Carrie Lewis, President
Date: 2/23/09

City Council Agenda Item Report

Agenda Item No. 2016-1548
Submitted by: Derrick Tokos
Submitting Department: Community Development
Meeting Date: August 22, 2017

SUBJECT
Dedication of Right-of-Way for SE Ferry Slip Road Over City-Owned Property Leased by the Oregon Coast Aquarium, Inc.

Recommendation:
determine if it is in the public interest to dedicate the subject property as road right-of-way.

ATTACHMENTS

- City Mgr. R & R -- Dedication of Right-of-Way for SE Ferry Slip Road Over City-Owned Property Leased by the Oregon Coast Aquarium, Inc..docx
- Agenda Summary
- Draft Right-of-Way Dedication Documents
- Map, Tax Lot, and Deed Information for City Properties

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: August 22, 2017

Agenda Item:
Dedication of Right-of-Way for SE Ferry Slip Road Over City-Owned Property Leased by the Oregon Coast Aquarium, Inc.

Background:
As part of the process to vacate a portion of the Ferry Slip existing right-of-way, it is necessary to dedicate land to address the actual location of right-of-way for Ferry Slip Road. This will also include the modification of the lease with Oregon Coast Aquarium, Inc., to exclude the property being designated as right-of-way from the current Aquarium lease. (this is a separate action item.)

By completing these transactions, SE Ferry Slip Road will exist entirely within a public road right-of-way, portions of Ferry Slip Road unused for the road will be vacated to the Aquarium, with the Aquarium lease of land from the City being adjusted to reflect these changes.

Recommended Action:
I recommend that the City Council approve the dedication of portions of city-owned property as part of the SE Ferry Slip Road right-of-way and authorize the Mayor and City Manager to sign the dedication documents.

Fiscal Effects:
None by this action.

Alternatives:
None recommended.

Respectfully Submitted,

Spencer R. Nebel
City Manager

STAFF REPORT
CITY COUNCIL AGENDA ITEM

Title: SE Ferry Slip Road Right-of-Way Dedication over City-Owned Property Leased by Oregon Coast Aquarium, Inc.

Prepared by: Derrick I. Tokos, AICP, Community Development Director

Recommended Motion: I move to approve the dedication of portions of the city owned property as public road right-of-way for SE Ferry Slip Road as presented, and authorize the Mayor and City Manager to sign the dedication documents.

Background Information: This item is related to the street right-of-way vacation and lease addendum that the City Council is considering on this same meeting agenda. The "as-travelled" portion of SE Ferry Slip Road extend outside of the existing road right-of-way onto city-owned property that is leased to the Oregon Coast Aquarium. It occurs in two locations where the road curves just south of the Aquarium. The proposal places the road within a defined right-of-way, making it clear where current and future road uses stop and the Aquarium's lease rights begin.

Fiscal Notes: There are no fiscal impacts associated with the right-of-way dedication.

Alternatives: Authorize the dedication of road right-of-way, modify the area to be dedicated, forgo proceeding with the dedication, or as directed by Council.

Attachments:

Draft right-of-way dedication documents
Aerial map, tax printouts, and deed for the city-owned properties

AFTER RECORDING RETURN TO:
City of Newport
169 SW Coast Hwy
Newport, OR 97365

RIGHT-OF-WAY DEDICATION

The undersigned, City of Newport ("Grantor") hereby dedicates a perpetual right-of-way to the City of Newport ("Grantee") for street purposes on, over, and under the following described property, and forever dedicates for use as a public street all of the following described real property situated in Lincoln County, Oregon

> A portion of the tract(s) of land described in Document No. 2009-00787 of the Lincoln County Deed Records, said portion as described in the legal descriptions attached and incorporated herein as "Exhibit A" and as depicted on the map attached and incorporated herein as "Exhibit B".

True and actual consideration for this transfer is other than monetary.

The dedicated property shall only be used for public street purposes, which includes utilities. Nothing in this dedication or elsewhere shall be construed as requiring Grantee to install any roadway or utility in the future.

Grantor(s) further covenants and agrees not to plant any tree, shrub or plant within the easement nor build any structure or place any fence in the right-of-way without first obtaining a written permit from Grantee. Balm, poplar, locust, cottonwood or willow trees should not be planted near the right-of-way. It is understood that Grantee may remove any physical obstructions including buildings, fences, trees, or shrubbery, and abate any use of the right-of-way if Grantee finds that the physical obstruction or use will interfere with the right-of-way or Grantee's ability to maintain or repair the right-of-way, and such obstruction or abatement may be removed without recompense to the Grantor(s).

Grantor(s) and Grantee intend this dedication shall bind Grantor, his or her heirs, successors and assigns. This right-of-way will not be considered abandoned until Grantee has declared the right-of-way abandoned and no longer in use by Grantee, and has undertaken vacation procedures as set forth in ORS 271.080, et seq.

DRAFT

DATED this _____ day of _____, 2017.

GRANTOR(S):

_____
Sandra Roumagoux, Mayor
City of Newport

STATE OF OREGON)
) ss.
County of Lincoln)

On this _____ day of _____, 2017, personally appeared before me, the above named persons, _____ and _____ _____, known to me to be the person(s) whose signature is above subscribed, and acknowledged to me that this is a free act and deed, for the uses and purposes therein expressed. In witness whereof, I have hereunto set my hand and affixed by official seal on the day and year last above written.

_____
Notary Public for Oregon

ACCEPTANCE OF DEDICATION

The City of Newport, Oregon, does hereby accept this right-of-way dedication this __ day of _____, 2017.

_____
Spencer Nebel, City Manager

STATE OF OREGON)
) ss.
County of Lincoln)

On this _____ day of _____, 2017, this instrument was acknowledged before me by Spencer Nebel as City Manager of the City of Newport.

_____
Notary Public for Oregon

DRAFT

EXHIBIT A

Tract 1

A tract of land lying in Block G of Harborton in the Southeast quarter of Section 17, Township 11 South, Range 11 West of the Willamette Meridian in Lincoln County, Oregon, more particularly described as:

Beginning at the Northwest corner of Block G of Harborton; thence South 0°33’38” East, 29.59 feet; thence along a 150.75 foot radius curve to the right the long chord of which bears South 19°31’01” East, 144.47 feet; thence South 77°50’19” East, 9.13 feet to the Western boundary of SE Ferry Slip Road; thence North 12°09’41” East along SE Ferry Slip Road, 166.98 feet to the North line of Block G; thence North 87°14’53” West, 92.57 feet to the point of beginning.

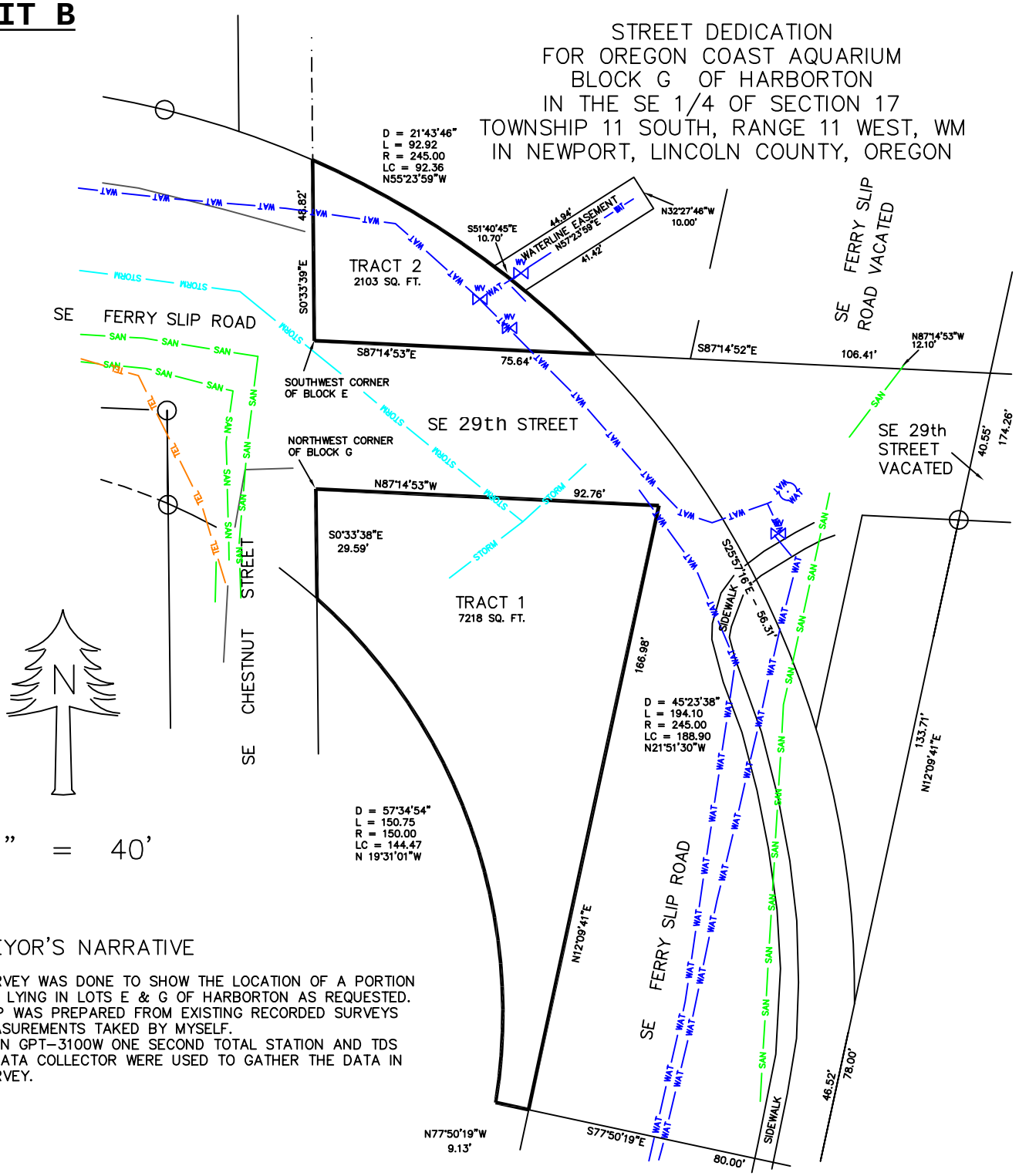
Tract 2

A tract of land lying in Block E of Harborton in the Southeast quarter of Section 17, Township 11 South, Range 11 West of the Willamette Meridian in Lincoln County, Oregon, more particularly described as:

Beginning at the Southwest corner of Block E of Harborton; thence South 87°14’52” East, 75.95 feet; thence along a 245.00 foot radius curve to the left the long chord of which bears North 55°23’59” West, 92.36 feet to the West line of Block E; thence South 0°33’39” East, 48.82 feet to the point of beginning.

EXHIBIT B

STREET DEDICATION
FOR OREGON COAST AQUARIUM
BLOCK G OF HARBORTON
IN THE SE 1/4 OF SECTION 17
TOWNSHIP 11 SOUTH, RANGE 11 WEST, WM
IN NEWPORT, LINCOLN COUNTY, OREGON



SURVEYOR'S NARRATIVE

THIS SURVEY WAS DONE TO SHOW THE LOCATION OF A PORTION OF LAND LYING IN LOTS E & G OF HARBORTON AS REQUESTED. THIS MAP WAS PREPARED FROM EXISTING RECORDED SURVEYS AND MEASUREMENTS TAKED BY MYSELF.
A TOPCON GPT-3100W ONE SECOND TOTAL STATION AND TDS RECON DATA COLLECTOR WERE USED TO GATHER THE DATA IN THIS SURVEY.

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JULY 18, 1980
DAVID A. LOOMIS
1908

RENEWAL DATE:
JANUARY 1, 2019

SURVEYED BY

DAVID LOOMIS SURVEYING
= DAVID A. LOOMIS LS 1908 =
459 PIONEER MOUNTAIN LOOP
TOLEDO, OR, 97391
541.336.2994 - 541.270.2928
FAX: 541.336.2994

SURVEY FOR: OREGON COAST AQUARIUM	
LOCATION: 11-11-17-CA-200 & 300 BLOCK G OF HARBORTON	
CHECKED BY: DAL	
DRAWN BY: DAL	
SCALE: 1" = 40'	
DATE: AUG 2017	
No. D116-081	

City Owned Properties

Printed 08/17/2017

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This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users should review the primary information sources to ascertain their usability.

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Lincoln County Property Report

Account # & Prop. Info		Account Details		Owner & Address	
Account #:	R484325	Neighborhood:	S112	Owner and	CITY OF NEWPORT
Map Taxlot:	11-11-17-DA-00200-00	Property Class:	980	Mailing Address:	% OREGON COAST AQUARIUM INC LEASE PO BOX 2000 NEWPORT, OR 97365
Tax Map:	11s11w17DA				
Web Map:	View Map				
Info:	HARBORTON, BLOCK G, LOT 1 LYG WLY & NLY OF FERRY SLIP CO RD #559, MF241-0871			Site Address(es):	
Tax Code:	124				
Acres:					

Improvements

No Inventory

Value History

Year	Imp.	Land	Total Market	Total Assessed
2016	0	59,390	59,390	0
2015	0	59,390	59,390	0
2014	0	59,390	59,390	0
2013	0	59,390	59,390	0
2012	0	213,990	213,990	0
2011	0	238,490	238,490	0
2010	0	238,490	238,490	0

Sales History

Sale Date	Price	Document	Type	Code
01/13/1992	$54,000	MF241-0866	20	PRD

Land

Description	Acres	Market Value	Special Use Value
COM UNDEV SITE	0.4	59,390	

Related Accounts

Disclaimer

This report was produced using the Lincoln County assessment information. This information is maintained by the county to support its governmental activities. The County is not responsible for errors, omissions, misuse or misinterpretation. **Tax data exported 10/2016.**

Today's Date: 08/17/2017

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Lincoln County Property Report

Account # & Prop. Info		Account Details		Owner & Address	
Account #:	R484318	Neighborhood:	S116	Owner and	CITY OF NEWPORT
Map Taxlot:	11-11-17-00-01900-00	Property Class:	981	Mailing Address:	% OREGON COAST AQUARIUM INC LEASE PO BOX 2000 NEWPORT, OR 97365
Tax Map:	11s11w17				
Web Map:	View Map				
Info:	HARBORTON, BLOCK E & PTN VAC ST, ACRES 4.32, DOC200900787			Site Address(es):	2820 SE FERRY SLIP RD
Tax Code:	124				
Acres:	4.32				

Improvements

Description	Area	Yr Built	Found	Heat	Plumb	BDMS	Value
MAIN AREA	0 sq ft						$28,910,000

Foundation Code List Heating/AC Code List Plumbing Code List

Value History

Year	Imp.	Land	Total Market	Total Assessed
2016	28,910,000	1,014,920	29,924,920	0
2015	28,910,000	1,017,240	29,927,240	0
2014	28,910,000	1,017,240	29,927,240	0
2013	29,996,850	1,017,240	31,014,090	0
2012	33,326,610	1,142,070	34,468,680	0
2011	36,981,790	1,272,840	38,254,630	0
2010	36,981,790	1,272,840	38,254,630	0

Sales History

No Sales Data

Land

Description	Acres	Market Value	Special Use Value
COM DEV BAYVIEW SITE	4.31	999,920	
IND SITE DEVELOPMENT		15,000	

Today's Date: 08/17/2017

Related Accounts

R530586

Disclaimer

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Lincoln County, Oregon
01/23/2009 11:16:47 AM **2009-00787**
DOC-BSD Cnt=1 Pgs=4 Stn=2 LELY
$20.00 $11.00 $10.00 - Total =$41.00

00004600200900007870040040

I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time WITNESS my hand and seal of said office affixed.

Dana W. Jenkins, Lincoln County Clerk

THIS SPACE

After recording return to:
City of Newport
169 SW Coast Highway
Newport, OR 97365

Until a change is requested all tax statements shall be sent to the following address:
City of Newport
169 SW Coast Highway
Newport, OR 97365

File No.: 7111-1319579 (bw)
Date: January 6, 2009

Recorded by First American Title Insurance Co.
Order # 1319579Eo

STATUTORY BARGAIN AND SALE DEED

Newport Urban Renewal Agency, a public body corporate and politic organized and existing under ORS 457, Grantor, conveys to **City of Newport, an Oregon municipal corporation**, Grantee, the following described real property:

LEGAL DESCRIPTION: Real property in the County of Lincoln, State of Oregon, described as follows:

The Property described in Exhibit "A" attached hereto and made a part hereof.

The true consideration for this conveyance is **$appropriate vesting of title in anticipation of eventual termination of urban renewal agency.** (Here comply with requirements of ORS 93.030)

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, OF CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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 DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 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, OF CHAPTER 424, OREGON LAWS 2007.

APN: | Bargain and Sale Deed - continued | File No.: **7111-1319579 (bw)** Date: **12/12/2008**

Dated this 21st day of January, 2009.

Newport Urban Renewal Agency, a public body corporate and politic organized and existing under ORS 457

By: M. Dale Shaddox

M. Dale Shaddox, Executive Director

Accepted by: City of Newport, an Oregon municipal corporation

M. Dale Shaddox

M. Dale Shaddox, City Manager

STATE OF Oregon)
)ss.
County of Lincoln)

This instrument was acknowledged before me on this 21st day of January, 2009 by M. Dale Shaddox as Executive Director of Newport Urban Renewal Agency, a public body corporate and politic organized and existing under ORS 457, on behalf of the Urban Renewal Agency.

OFFICIAL SEAL
WANDA M HANEY
NOTARY PUBLIC-OREGON
COMMISSION NO. 426093
MY COMMISSION EXPIRES MAY 6, 2012

Wanda M Haney

Notary Public for Oregon
My commission expires: 5/6/12

APN: | Bargain and Sale Deed - continued | File No.: **7111-1319579 (bw)** Date: **12/12/2008**

STATE OF Oregon)
)ss.
County of Lincoln)

This instrument was acknowledged before me on this 21st day of January, 2009 by M. Dale Shaddox as City Manager of City of Newport, on behalf of the Oregon municipal corporation.

Wanda M Haney

OFFICIAL SEAL
WANDA M HANEY
NOTARY PUBLIC-OREGON
COMMISSION NO. 426093
MY COMMISSION EXPIRES MAY 6, 2012

Notary Public for Oregon
My commission expires: 5/6/12

EXHIBIT "A"

Parcel 1
Beginning at an iron rod set on the North line of Harborton (an addition in Section 17), Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon) said iron rod being South 65˚00' East 580.54 feet from angle point in the North line of Block c, Harborton; thence North 11˚East 100 feet, to an iron rod; thence South 65˚00' East 120 feet, more or less, to the West right-of-way of the County Road; thence Southerly along said road line to a point that is South 65˚oo' East from the point of beginning, thence North 65˚00' West 120 feet to the point of beginning.

Parcel 2
Lot 1, Block G, Harborton, in the City of Newport, Lincoln County, Oregon, that lying Westerly and Northerly of Ferry Slip Road west of SE Ferry Slip Road No 559.

Block E, Harborton, in the City of Newport, Lincoln County, Oregon.

TOGETHER WITH that portion of vacated SE Elm Street and Chestnut Street adjoining that would attached thereto by Ordinance/Order No. 1572, recorded June 13, 1990 in Book 218, Page 271, Lincoln County Records.
All property inured to any portion of Parcel 13 by street vacation.

TOGETHER WITH that portion of vacated Ferry Slip Road adjoining that would attached thereto by Ordinance No. 1582, recorded June 30, 1991 in Book 226, Page 039, Lincoln County Records.

EXCEPTING THEREFROM any portion lying within relocated Ferry Slip Road.

Blocks C and D, Harborton, in the City of Newport, Lincoln County, Oregon

TOGETHER WITH that portion of vacated SE Chestnut Street, SE 27th Street, SE 28th Street, SE Birch Street adjoining that would attached thereto by Ordinance/Order No. 1572, recorded June 13, 1990 in Book 218, Page 271, Lincoln County Records.

EXCEPTING THEREFROM any portion lying within relocated Ferry Slip Road as shown on Major Partitions #31-1991 and 32-1991.

Lot 1, Block F, Harborton, in the City of Newport, Lincoln County, Oregon,
EXCEPTING THEREFROM that portion lying in the tract known as South Bay Industrial Condominium, as shown in Book 1, page 49, filed October 14, 1981, Book of Condominiums, Lincoln County, Oregon. (241-0871)

TOGETHER WITH that portion of vacated SE Elm Street adjoining that would attached thereto by Ordinance No. 1572, recorded June 13, 1990 in Book 218, Page 271, Lincoln County Records.

City Council Agenda Item Report

Agenda Item No. 2016-1555
Submitted by: Peggy Hawker
Submitting Department: City Manager's Office
Meeting Date: August 22, 2017

SUBJECT
Report on the August 21 Eclipse

Recommendation:
None.

ATTACHMENTS

- City Mgr. R & R -- Report on the August 21 Eclipse.docx

City Council Agenda Item Report

Agenda Item No. 2016-1526
Submitted by: Gloria Tucker
Submitting Department: City Manager's Office
Meeting Date: August 22, 2017

SUBJECT
Authorization to Enter into an Agreement with World Fuel Services for the Purchase of Aviation Fuel for the Airport and for Lease of a Refueling Truck

Recommendation:
Approval of contract

ATTACHMENTS

- City Mgr. R & R -- Authorization to Enter into an Agreement with World Fuel Services for the Purchase of Aviation Fuel for the Airport and for Lease of a Refueling Truck..docx
- Fuel_supply_staff_report_2017.docx
- World_Fuel_City_of_Newport_WFS_FSA_2017.pdf
- World_Fuel_City_of_Newport_Lease_ Agreement_44293_8.8.17.pdf
- World_Fuel_City_of_Newport_Phillips_66_Branding_Agreement_2017.pdf

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: August 22, 2017

Agenda Item:
Authorization to Enter into an Agreement with World Fuel Services for the Purchase of Aviation Fuel for the Airport and for Lease of a Refueling Truck.

Background:
Airport Director, Lance Vanderbeck, has indicated that our existing refueling truck is on its last legs. Much of the underbody is in a severely rusted condition and it's not worth reinvesting and repairing this vehicle. This refueling truck was originally obtained through our refueling contractor and leased at a dollar a year. We have contacted our current refueling contractor regarding a possible replacement to this vehicle. They are proposing to replace this vehicle with a 1999 refurbished 750 AV gas refueler, for a dollar a year, provided the City extends the fuel supply agreement for an additional five years.

Please note that this is a vehicle that basically travels between our fuel farm at the airport up to our self-serve tank and refuels planes directly, as well. This vehicle does not typically ever leave the airport grounds. The Airport Committee reviewed these contracts and is recommending the City Council pursue a five-year extension of the fuel supply agreement and take advantage of the lease of the replacement fuel truck for a dollar a year. Please note that section E-10 of the Public Contracting Rules does not require bidding of an extension of an existing contract.

Recommended Action:
I recommend that the City Council, acting as the local contract review board, consider the following motions:

I move that the City Manager be authorized to enter into an agreement with World Fuel Services for the purchase and delivery of fuel for resale at the Municipal Airport for a 5-year period, including participating in the branding agreement with Phillips66 for fuel sales.

I further recommend that the City Manager be authorized to enter into an agreement with Ascent Aviation Group, Inc., for a lease of a refurbished airport refueler for an amount of one dollar per year for the next five years.

Fiscal Effects:
Funding is appropriated for the purchase of fuel for resale at the airport. These contracts are consistent with previous contracts for these purchases.

Alternatives:
None recommended.

Respectfully Submitted,

Spencer R. Nebel

STAFF REPORT
CITY COUNCIL AGENDA ITEM

Meeting Date: 8/22/2017

Title: Authorization to enter into an agreement with World Fuel Services for the purchase of aviation fuel for the airport and to lease a refueling truck.

Prepared by: Lance Vanderbeck

Recommended Motion: I move that the City Manager be authorized to enter into an agreement with World Fuel Services for the purchase and delivery of fuel for resale at the Municipal Airport for a five year period.

I further recommend that the City Manager be authorized to enter into an agreement with Ascent Aviation Group Inc. to lease a mobile refueling truck for $1 per year subject to the purchase of fuel from World Fuels for a five year period.

Background Information: Newport Municipal's original aviation fuel supplier was Exxon Mobile. Exxon sold all of its aviation fuel contracts, and Western Petroleum picked ours up in 2011. At that time, the City signed the updated lease with Western Petroleum, which included; new branding to Phillips 66, and updated the fuel supplier agreement only. Western Petroleum did not update the lease for the AV- truck, which is $1.00 per year. In 2013, Western Petroleum sold its aviation fueling contracts to World Fuel. We need to replace our leased AV-gas refueler. Which is a 1994 Ford F-350, 750-gallon refueler. The condition of this truck is rapidly detreating. The rear leaf springs and frame of the truck are rusting apart and the master cylinder for the brakes is shot. These conditions have made the refueler unsafe to operate around aircraft.

World Fuel Services is willing to make us the same $1.00 per year lease agreement on a 1999 refurbished 750 AV-gas refueler with an updated fuel supplier agreement, branding, and refueler contract for a 5-year term.

City Attorney Steve Rich has confirmed that this would fall under the class exemptions, section E-10 of the Public Contracting Rules as not needing to go out to bid if it is an extension on an existing contract.

Fiscal Notes: The refueling supply agreement renewal is for a five-year period with the minimum fuel purchase of 260,000 gallons for the five-year period. The City of Newport spends an average of $160,000 per year on aviation fuel purchase from World Fuel.

World Fuel Services would also supply a refurbished AV-Gas refueler for $1.00 per year for five years.

Alternatives: The City of Newport does have some other options. One options is to purchase an AV-gas refueler cost would vary depending on size, year, hose expiration, filters etc. Second, is to lease the AV-gas refueler for the short term. Rates for leasing a mobile refueler vary from $734 - $1200 per month until a final decision has been determined.

Attachments: World Fuel's fuel supplier, branding, and refueler lease agreements.

FUEL SUPPLY AGREEMENT

THIS FUEL SUPPLY AGREEMENT (this "Agreement") is made and entered into this 1st day of September, 2017 (the "Effective Date") by and between **CITY OF NEWPORT** ("**Customer**"), an Oregon municipality located at 169 SW Coast Highway, Newport, OR 97365 and **WORLD FUEL SERVICES, INC.**, a Texas corporation on its behalf and on behalf of its Affiliates (collectively "Seller") located at 9800 N.W. 41st Street, Miami, FL 33178.

WITNESSETH:

WHEREAS, Seller markets and distributes aviation fuels, and Customer is in the business of operating an aviation facility which uses aviation fuels; and

WHEREAS, the parties have agreed that Seller will sell aviation fuels to Customer and Customer will purchase aviation fuels from Seller in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and undertakings set forth herein, Customer and Seller hereby agree:

1. Scope. During the Term (as defined below), Seller agrees to sell and Customer agrees to purchase all of Customer's requirements at Customer fixed-based operation site at Newport Municipal Airport (KONP), 135 Southeast 84th Street, Newport, OR 97365 (the "FBO") for branded and unbranded aviation gasoline, jet fuel, and any other products sold hereunder exclusively from Seller and that it will not purchase any such fuels or products for the FBO from any other corporation, company, entity, or person. Customer represents and warrants that all products and services purchased hereunder will be for the purpose of conducting its business and that no aviation gasoline purchased hereunder shall be used or sold for non-aviation use. In addition, Seller offers a comprehensive Contract Fuel Program and in the event Customer engages in contract fuel sales, Customer agrees to use Seller's Contract Fuel Program exclusively. Customer covenants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other supplier's contract fuel program. Customer acknowledges that Seller has provided Customer with information relating to the Contract Fuel Program.

2. Duration and Renewal. This Agreement shall be for an initial term of five (5) years beginning on the Effective Date (the "Initial Term"). If at the end of the Initial Term, Customer has not purchased at least 260,000 gallons of combined aviation fuel from Seller (the "Required Minimum Gallons"), this Agreement shall automatically renew for one or more subsequent annual terms until Customer has purchased at least the Required Minimum Gallons. If upon the expiration of the Initial Term or any annual renewal term, Customer has purchased the Required Minimum Gallons, then this Agreement shall automatically renew for subsequent annual periods ("Subsequent Terms", and with the Initial Term, the "Term") unless cancelled by either party providing written notice to the other party of its election to terminate at least ninety (90) days prior to the end of the Initial Term or the applicable Subsequent Term.

3. Pricing. Unless otherwise agreed in writing by the parties, the price per gallon for products sold hereunder shall be as established by Seller from time to time in its discretion. Prices are exclusive of all Taxes (as defined in Section 10) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect as of the date of notification.

4. Product and Product Standard. Seller warrants to Customer that the products sold hereunder are Jet A Turbine Fuel and 100LL Aviation Gasoline and that such products will comply with the following requirements, as applicable: Jet A Turbine Fuel produced by a refinery in the United States shall meet ASTM D 1655, latest revision, and Jet A Turbine Fuel produced by a refinery in Canada shall meet the requirements of CAN/CGSB-3.23, latest revision. 100LL aviation gasoline produced by a refinery in the United States shall meet ASTM D 910, latest revision. Seller warrants to Customer that it has title to the products delivered hereunder, and Seller warrants to Customer that it has the right to sell such products and that they are free from liens and adverse claims of every kind. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER REGARDING THE PRODUCT SOLD HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Credit and Payment Terms. Payment by Customer shall be made by means of electronic funds transfer, and the terms shall be net fifteen (15) days subject to credit approval by Seller. Past due amounts shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. All amounts more

than fifteen (15) days past due shall incur an additional five percent (5%) administrative fee. Any waiver by Seller of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by Seller of its right to impose such charges on other or subsequent deliveries. Seller reserves the right to apply Customer's payments to any outstanding invoices or obligations of Customer, as determined by Seller in its sole discretion, without regard to the aging of any account. Customer shall be liable for all fees and costs, including without limitation attorney's fees, incurred by Seller in connection with any collection activities undertaken by Seller for the non-payment of any amounts due hereunder by Customer. Seller reserves the right to modify or cancel the credit terms provided to Customer at any time, in its sole discretion upon notice to Customer. If Seller selects not to extend or cancels any credit terms provided to Customer, prior to each delivery of aviation fuel, Customer shall: (a) make a prepayment to Seller; (b) cause to be issued a letter of credit in favor of Seller in a form, in an amount and from a bank that is acceptable to Seller from time to time in its sole discretion, or (c) give other security to Seller in a manner, of a type, in a form and in an amount that is acceptable to Seller. Seller reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to suspend further performance of Services, and demand payment of all outstanding balances, if Customer fails to make any payment as herein provided, or if Seller at any time deems itself insecure with regard to the creditworthiness or financial condition of Customer.

6. *Force Majeure*. Neither party shall be liable for its failure to satisfy its obligations hereunder as a result of any cause beyond its control, including acts of God, acts of federal, state or local government, compliance with requests, regulations or orders of any governmental authority, fire, storm, flood, earthquake, explosion, accidents, acts of the public enemy, terrorism, war, riot, strike, lockout, or unavailability of or delays in delivery of any product which is the subject of this Agreement. If any such *force majeure* interruption occurs with respect to Seller's supply, Seller may substitute another fuel of the same brand, a different brand, or no brand so long as such aviation fuel meets the standards set forth in Section 4 above, and/or the quantities of aviation fuel required to be supplied under this Agreement may be ratably reduced for the period during which such *force majeure* interruption may exist.

7. Title and Risk of Loss. Seller's liability relating to the aviation fuel sold hereunder shall cease and title and risk of loss shall pass to Customer when said product passes the flange between Seller's delivery line and Customer's connection or vehicle.

8. Inspection and Measurement. Customer's inspection and measurement shall be based on meters or on certified tank truck capacities according to terminal practice. All quantities shall be adjusted to 60 degrees F temperature (unless otherwise specified by State Regulations) in accordance with the latest revised applicable parts of ASTM Designation D: 1250, IP Designation: 200 Petroleum Tables. The term "gallon" shall mean a U.S. gallon of 231 cubic inches. The term "tank truck" shall mean a transport truck with a tank storage capacity of not less than 3,000 gallons.

9. Deliveries. Deliveries shall be made at such times within the usual business hours of Seller as may be required by Customer, provided that reasonable advance notice is given by Customer. Seller shall prepare and furnish the receiving party with copies of bills of lading and other shipping papers. Seller shall not be required to make deliveries into vehicles supplied by Customer unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller from time to time. If deliveries are to be made into Customer's storage facilities, Customer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded and adequate ingress and egress twenty-four hours per day. Customer shall reimburse Seller on demand for any demurrage or other charges incurred by Seller by reason of Customer's failure to unload any delivery vehicle or release the same within the time allowed therefor without demurrage or other charge even though such failure may have arisen from causes beyond the control of Customer. All deliveries of aviation fuels shall be in full bulk transport quantities unless otherwise agreed by Seller. Seller's ability to offer products in the quantities and at the prices provided for under this Agreement is dependent upon the ratability of Customer's demand. As such, Seller reserves the right to implement measures to control the proportionality, consistency and ratability of Customer's demand.

10. Taxes. All prices are quoted in U.S. Dollars (unless otherwise specified) and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder (collectively "Taxes"), which shall be added to the applicable price. When permitted, Customer shall assume and be directly responsible to the proper governmental units for any Taxes. When the laws, regulations or ordinances impose upon Seller the obligation to collect or pay such amounts, Customer shall pay to Seller all such amounts for which Seller may be liable. If Customer is entitled to purchase products free of any Tax, Customer shall furnish Seller proper exemption certificates. Customer acknowledges that it remains solely responsible for all Taxes and shall indemnify Seller against any liability for such Taxes even if Seller fails to include any such Taxes in its invoices. Customer's obligations under this Section 10 shall extend to any Taxes which are assessable against Customer as a result of any subsequent change in, or in interpretation of, any laws relating to such Taxes.

11. Conduct of Customer's Business. In the performance of this Agreement, Customer is engaged as an independent contractor. Customer shall conduct all operations hereunder in compliance with all applicable laws, ordinances and regulations of all governmental authorities, including but not limited to those issued by the U.S. Department of Transportation and those relating to the, production, manufacture, transportation, sale, use, delivery or other handling of products purchased hereunder. Customer shall diligently promote the sale of the petroleum products purchased under this Agreement, and shall conduct the operation of Customer's business in such a manner as to promote goodwill toward Seller and its products. Customer agrees to assist in the administration of any promotional programs Seller or its suppliers may establish for its customers.

12. Insurance.

(a) Customer shall maintain at Customer's own expense during the Term: (i) Workers' Compensation and Employment Liability Insurance as prescribed by applicable law; (ii) Aviation General Liability (bodily injury and property damage) Insurance of not less than $1,000,000 combined single limit per occurrence, but in the aggregate with respect to Products and Completed Operations Liability and any one offense/aggregate with respect to Personal Injury, and including but not limited to, personal injury, premises-operations, products and completed operations, and contractual Liability; (iii) Business Automobile Liability (bodily injury and property damage) Insurance of not less than $1,000,000.00 combined single limit per occurrence, on all owned, non-owned and hired vehicles which are used by Customer; and (iv) any other insurance or surety bonding that may be required under the laws, ordinances and regulations of any governmental authority.

(b) The insurance specified in subsection (a) of this Section 12 shall require the insurer to provide Seller with thirty (30) days' prior written notice of any cancellation or material change in the insurance and shall name Seller as additional insured. The insurance required under clause (i) of subsection (a) above shall contain a waiver of subrogation against Seller and an assignment of statutory lien, if applicable.

(c) The insurance required under subsection (a) above shall provide that it is primary coverage to insurance carried by Seller. The insurance required above shall be issued by insurance companies which are reasonably acceptable to Seller. The insurance companies shall have no recourse against Seller, or any other additional insured, for payment of any premiums or assessments under any policy issued by a mutual insurance company. Customer shall be responsible for all deductibles in all of Customer's insurance policies. Customer shall furnish Seller with certificates for all insurance coverage.

(d) Seller has the right to modify, delete, add to or otherwise change the insurance requirements set forth in sections (a) through (c) inclusive provided that Seller provides Customer with thirty (30) days' notice of such change.

13. Indemnification. Each party shall indemnify, defend and hold the other party and its directors, officers, employees and agents harmless from and against any and all expenses (including attorneys' fees) liabilities and claims of whatsoever kind and nature, including but not limited to, those for damage to property (including property of the parties) or for injury to or death of any person (including a party), directly or indirectly, arising or alleged to arise out of or in any way connected with the willful misconduct, negligent acts or omissions, violation of law, or breach of this Agreement by the indemnifying party. The foregoing indemnity shall not apply to the extent such expense, liability or claims result from the negligent acts or omissions or willful misconduct of the party seeking indemnification.

14. Quality Control. Customer shall maintain the quality of Seller's aviation products and shall comply with any quality control procedures prescribed by Seller and its supplier. In no event shall Customer permit automotive engine fuels or kerosene to be sold as Seller aviation fuels or dispensed through equipment bearing Seller's or its suppliers' insignia. Customer shall immediately report to Seller any accident or incident involving a fueled aircraft. Any claim made by Customer for deficiency in product quality or quantity shall be waived unless made in writing within forty-eight (48) hours after delivery.

15. Confidential Information. Customer shall hold in confidence all manuals, guides, forms, instructions, software programs and other proprietary materials provided by Seller for Customer's use in promoting and selling Seller products, and all technical information, trade secrets and other confidential business information that is disclosed to Customer by Seller (collectively "Confidential Information"). Customer shall not use Confidential Information for any purpose other than developing business for Seller's products and services, and shall not disclose Confidential Information to anyone other than Customer's employees or agents who have a need to know Confidential Information. Customer's obligations under this Section 15 shall survive termination of this Agreement. The recipient's obligations with respect to confidentiality and disclosure set forth herein shall not apply to Confidential Information that (i) is already in the recipient's, its subsidiaries' or affiliates' possession, provided that such information is not subject to another confidentiality agreement with disclosing party; (ii) is or becomes generally available to the public other than as a result of a wrongful disclosure by recipient or its representatives; (iii) becomes available to recipient, its subsidiaries or affiliates on a non-confidential basis from a source other than disclosing party, provided that such source is not bound by a confidentiality agreement with or other obligation of secrecy to Disclosing Party; or (iv) is subsequently independently developed by employees or agents of recipient, its subsidiaries or affiliates without any use of disclosing party's Confidential Information.

16. Termination.

(a) Seller may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving Customer seven (7) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and Customer fails to cure such breach within the applicable notice period: (i) Customer breaches or defaults on any covenant, condition or other provision of this Agreement, the branding schedule, note, security agreement, lease, or any other agreement of the parties; (ii) Customer fails to pay to Seller in a timely manner when due all sums to which Seller is legally entitled (whether or not such sums are owed under this Agreement); (iii) willful adulteration, commingling, mislabeling or misbranding of aviation fuels or other violations by Customer of trademarks utilized by Seller occur or unlawful, fraudulent or deceptive acts or practices or criminal misconduct by Customer relevant to Customer's performance of this Agreement occur; or (iv) Customer becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated bankrupt, permits a receiver to be appointed, or permits or suffers a material disposition of its assets. With respect to a breach of subsection 16(a)(ii), in addition to all other rights hereunder, Seller may immediately suspend performance hereunder or terminate this Agreement without giving Customer notice or opportunity to cure.

(b) If Seller continues to accept orders from Customer following the expiration of the Term, such sales shall be upon all of the terms and conditions hereof except that the relationship of the parties may be terminated at will.

(c) In the event this Agreement is terminated, all other agreements and instruments between the parties shall also terminate, and all amounts owing under any note or other document shall become due and payable. In addition, upon termination of this Agreement, any and all indemnity obligations, parties' rights upon breach, all collateral and security interests in favor of Seller, obligations arising upon termination (such as discontinuing the use of the trademarks and tradenames of Seller's supplier), confidentiality provisions, and any other terms of this Agreement which by their nature should survive termination shall all survive.

(d) No termination of this Agreement, even if on account of Seller's default, shall excuse Customer from paying any unpaid amounts owing for aviation fuel previously delivered hereunder, or from paying other outstanding amounts due Seller under this Agreement. The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law. HOWEVER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.

17. Miscellaneous.

(a) Notices. All notices to be given hereunder by either party shall be in writing and sent by first class United States mail to the other, delivered to the address first listed above or at such other address or facsimile number as either party may designate to the other by written notice in the manner provided pursuant to this Section 17(a).

(b) Entire Agreement. This Agreement, the branding agreement, all security agreements, notes, leases, and all other related documents of the parties constitute the entire agreement between the parties. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4. No other promises, agreements or warranties additional to this Agreement, the branding agreement, or other documents listed above shall be deemed a part hereof, nor shall any alteration or amendment of this Agreement or the branding agreement be effective without the express written agreement of both parties.

(c) No Conflict. Each of Customer and Seller represents and warrants to the other that neither the execution and delivery of this Agreement by it, nor the consummation of the transactions contemplated hereby, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default under any existing agreement or other instrument or obligation to which it is a party, (b) violate applicable law; or (c) require any action, or consent or approval of, or review by, any other party, except as shall have been duly obtained and effective as of the date of this Agreement.

(d) Assignment; Waiver. This Agreement may not be assigned by Customer, either voluntarily, involuntarily, or by operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld. Fuel and/or services may be provided by an Affiliate of Seller. As used herein, an "Affiliate" of Seller is any corporation, partnership, joint venture or other entity in which World Fuel Services Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. In any transaction hereunder, the Affiliate issuing the invoice to Customer shall be deemed the Seller of the fuel and/or services. The waiver by either party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions.

(e) Governing Law, Disputes. This Agreement shall be construed in accordance with the laws of the State of Florida without regard to conflict of laws provisions. Customer hereby consents to the jurisdiction of any state or federal court situated in Dade County, Florida and waives any objections based on forum non conveniens with regard to any actions, claims, disputes or proceedings relating to this Agreement, any related document, or any transactions arising therefrom, or enforcement and/or interpretation of any of the foregoing; provided, nothing herein shall affect a party's right to bring proceedings against the other party in the competent courts of any other jurisdiction or jurisdictions. Customer and Seller hereby waive any and all right to trial by jury in any action or proceeding relating to this Agreement or any documents relating to this Agreement, or any transaction arising herefrom or connected hereto. Customer and Seller each represents to the other that this waiver is knowingly, willingly and voluntarily given.

(f) Attorneys' Fees. In the event of any lawsuit between Seller and Customer arising out of or relating to the transactions or relationship contemplated by this Agreement, the substantially prevailing party shall be entitled to recover its reasonable costs including its reasonable attorneys' fees.

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

WORLD FUEL SERVICES, INC.	**CITY OF NEWPORT**
By: _____	By: _____
Steve Drzymalla SVP, Business Aviation	_____ Printed Name and Title
Date: _____	Date: _____

REFUELER LEASE AGREEMENT

This Refueler Lease Agreement (this "Lease Agreement") outlines the terms and conditions under which **Ascent Aviation Group, Inc**., both for itself and its Affiliates (collectively "Lessor") agrees to lease refuelers (hereinafter the "Refuelers") to **City of Newport** ("Lessee"). The terms and conditions shall continue until modified as provided herein by either of the parties hereto.

Lessor: **Ascent Aviation Group, Inc.**
One Mill Street
Parish, NY 13131
800-272-3681

Lessee: **City of Newport**
135 Southeast 84th St.
Newport Municipal Airport
Newport, OR 97365
541-867-7422

Refuelers: See Attached Exhibit "A".

1. **Term** – This Lease Agreement and all obligations herein shall begin on **September 1, 2017** and shall continue for a period of **Five (5) years**. Unless terminated by either party giving ninety (90) days prior written notice to the other party before the termination of the Initial Term, this Lease Agreement will renew automatically at the end of the Initial Term on a month-to-month basis.

2. **Payments** – Lessee shall pay Lessor the total sum of, **see Attached Exhibit "A",** US Dollars per month plus any applicable taxes for the lease of said Refuelers. This sum is payable and due on the first of each month, and any such payment not received by the 10th of each month shall be subject to additional late charges.

3. **Delivery and Return of Refueler** – Lessor will arrange to have the Refuelers delivered to Lessee. At the termination of this Lease Agreement, Lessee shall be responsible for return costs of said Refuelers, not to exceed $2500.00 for each, in the same good order and condition in which it was received by Lessee, reasonable wear and tear accepted. If Lessee does not maintain a Fuel Supply Agreement during the term of the Lease with Lessor, then Lessee will be responsible for inbound and outbound freight charges. **Lessee is responsible for all costs associated with the application and removal of any customer and/or site specific decals and imaging.** Upon non-compliance of said Lease by Lessee, Lessor shall have the right to take possession of said Refuelers at any time.

   Pre-surrender Inspection – At least 30 days prior to surrender of the Refuelers, but in no event earlier than 60 days prior to such surrender, an in depth physical inspection will be conducted by an appropriate service representative on behalf of, and selected by Lessor, and paid for by Lessor. Any part, component, or function found not to be within the manufacturer's tolerances and operational specifications will be replaced or brought within those tolerances and specifications to the satisfaction of Lessor, at the sole cost and expense of Lessee. The cost of physical damage, both internal and external, will be the responsibility of the Lessee, and there shall be no broken glass. Pumping system will be fully operational with no missing or damaged parts. Tires shall be of matched generic type and tread design, and have a minimum of 10/32nds remaining tread. Batteries shall be fully operational, hold a charge, and perform with the manufacturer's standards, with no dead cells or cracked cases. Brake drums shall not be cracked, and have an average of 50% remaining wear, and brake linings shall have no less than 50% remaining lining. Paint and/or body damage must not exceed $500.00 per unit including but not limited to, body, fenders, bumpers, grill, fuel tanks, rust damage etc. Interior must be in good condition. Dash panels and interior trim pieces must not be missing and be free of any holes, cracks or breaks. No rips, tears or burn holes in the seats will be accepted. All gauges and knobs must be in working condition and not missing. Interior damage must not exceed $150.00. There shall be no fluid leaks on the engine, engine components and drivetrain. Leaks are defined as A) normal build up, B) wet accumulation, C) drips. A is acceptable, where B &C are not acceptable and must be repaired/replaced prior to turning back in. Engines must be free of all engine warning and error lights and active codes. All trucks 2008 and newer must have an operational diesel particulate filter capable of regeneration. All emissions components and systems, including but not limited to DPF, EGR, EGR cooler, SCR and DEF systems must be operational and pass industry test and inspection.

   Product hoses shall be less than 5 years old, and free from abrasions, cuts, soft spots, carcass separation, worn covers, blisters, exposed reinforcement, cracks, twists and sharp bends that give the appearance of pending failure. Product hose life will be based on available hose life left in hose and costs prorated, with 10 year new hoses being 100%, 5 years remaining 50% etc. Hose certificates must be available.

4. **Condition of Refueler** – It is understood and agreed that the Refuelers provided hereunder will be well-maintained and operable when delivered; but Lessor makes no warranties, express or implied, concerning same. Without making itself a party to any warranties, and without becoming liable thereon, Lessor agrees to make available for the benefit of Lessee any warranties, which Lessor has or may obtain from manufacturers, dealers or sellers of said Refuelers. Lessee or Lessee's agent will inspect the

Refuelers at the point of delivery, prior to accepting it, and represents that it is qualified to do so. A Bill of Lading, signed by Lessee or Lessee's agent, shall be proof that Lessee has inspected and accepted the Refuelers in satisfactory condition.

5. **Maintenance of Refueler --**
Lessee is responsible for all maintenance except that Lessor shall provide major repairs and/or replacements, as set forth in Exhibit "B" attached hereto and made a part hereof, for the vehicle drive train (engine, transmission, differential) and product delivery system (pumps, power take-off) which, in Lessor's sole but reasonable judgment, are not necessitated by Lessee's neglect, abuse, accident or failure to perform maintenance as provided in this Lease Agreement for a period of sixty (60) days from original delivery date. Lessee shall provide, at Lessor's request, documentation that all Preventive Maintenance and Inspections, as required by the manufacturer of the Refuelers and this Lease Agreement, have been completed as set forth in Exhibit "D".

All other repairs and replacements of the Refuelers which the Lessor deems necessary or desirable shall be made by and at the expense of the Lessee. Approved changes in maintenance responsibilities will require this Lease Agreement to be modified accordingly by written amendments executed by Lessor and Lessee. If Lessee fails to perform any maintenance or repair for which Lessee is obligated hereunder within ten (10) days after notification and request by the Lessor, the Lessor may (without prejudice to its other rights on account of such breach of this Lease Agreement) perform such maintenance or repair and shall be reimbursed by Lessee on demand for all reasonable, necessary and documented costs incurred by the Lessor relating to the necessary maintenance or repair.

6. **Refueler Inspections**- Lessee agrees to perform all State, Federal, Provincial and Commercial inspections as required by specific location.

7. **Operation of Refueler** – Refuelers shall be used only for dispensing fuel purchased from Lessor unless otherwise agreed to in writing. Lessee shall exercise direct control over all persons who operate the Refuelers and shall insure that such persons operate the Refuelers safely and in accordance with all laws, ordinances, rules and regulations, which apply to the use of refuelers on airports. Lessee agrees to use the Refuelers only for the purpose for which it is intended. The Refuelers may not be driven on public streets and highways nor used by a third party without the express written consent of Lessor.

8. **Inspection of Refueler** – Upon forty-eight (48) hours' notice, Lessee shall afford Lessor and/or its designated representatives access to the premises where the Refuelers is located for the purpose of inspecting the Refuelers and all applicable maintenance or other records relating thereto at any reasonable time during normal business hours and at Lessor's sole cost and expense; provided, however, if Lessee defaults as to its obligation hereunder, no prior notice or other limitation shall apply to Lessor's inspection rights and any such inspection shall be at Lessee's expense. Lessee shall, whenever reasonably requested by Lessor, advise Lessor of the exact location of any and all items of the Refuelers.

9. **Indemnification** – To the fullest extent permitted by applicable law, Lessee shall indemnify, defend and hold harmless Lessor and agents, employees, and successors of any of them or any other entity as required by this Lease Agreement from and against claims, suits, penalties, damages, losses, response costs, administrative order, notice letter, or enforcement action and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Lease Agreement provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of the tangible property including clean up or remediation costs due to threat of release, discharge, escape of hazardous substance or waste, including aviation gasoline, jet fuel, pre-blended jet fuel, motor gasoline, diesel fuel and biodiesel fuel but only to the extent caused by the negligent acts or omissions of Lessee or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

Lessee shall pay or reimburse Lessor, and indemnify, defend and hold Lessor harmless from, on an after-tax basis, all taxes, assessments, fees and other governmental charges paid or required to be paid by Lessor or Lessee in any way arising out of or related to the Refueler or any Lease Agreement before or during the term or after the term in the event Lessee defaults, including but not limited to, foreign, US, state, county and municipal fees, taxes and assessments, and property, value-added, sales, use, gross receipts, excise, stamp and documentary taxes, and all related penalties, fines, additions to tax and interest charges ("Impositions"), excluding only taxes based on or measured by Lessor's net income unless such taxes are in lieu of any Imposition Lessee would otherwise be required to pay hereunder. Lessee shall timely pay any Imposition for which Lessee is primarily responsible under law and any other Imposition not payable or not paid by Lessor, but Lessee shall have no obligation to pay any Imposition being contested in good faith and by appropriate legal proceedings, the nonpayment of which does not, in the opinion of Lessor, result in a material risk of adverse effect on the title, property, use, disposition or other rights of Lessor with respect to the Refueler. Upon Lessor's request, Lessee shall furnish proof of its payment of any Imposition.

10. **Insurance** – Lessee shall provide and maintain at all times the following insurance and name Lessor (To be shown as: World Fuel Services, its affiliates, subsidiaries, and the directors, officers, agents and employees of each.) as additionally insured to the extent of this indemnity in respect thereof and this insurance shall be primary and non-contributing over all collectible insurance including self-insurance: Commercial General Liability with limits not less than $1,000,000 USD each occurrence and $2,000,000 USD annual aggregate. Such coverage must include Airport Premise/Operation and Products/Complete Operations. Other insurance required includes; independent contractors; personal injury liability; contractual liability; workers compensation covering all employees of Lessee; and physical damage coverage covering the value of any leased equipment. As on-site operator, Lessee must provide pollution and remediation liability insurance with limits at least $1,000,000 USD that includes coverage for a spill or release cleanup. Certification of such coverage including Commercial Umbrella coverage (if in force), shall be provided by Lessee, and not be changed or canceled without at least thirty (30) days prior written notice to Lessor.

11. **Title to Refueler** – Title to the Refuelers remains with Lessor and or third party throughout the term of this Lease Agreement. Lessee shall not encumber the Refuelers in any way. Lessee does not have any ownership interest in the Refuelers and may not assign the Refuelers or this Lease Agreement to anyone without the express written consent of Lessor, which shall not be unreasonably withheld or delayed. During the term of this Lease Agreement, Lessor shall have the option of substituting the Refuelers identified above with the Refuelers of substantially similar specifications. Substituted Refuelers shall be subject to this Lease Agreement. Substitutions will not cause increases in the amount of the payments due under this Lease Agreement.

12. **Default** – If Lessee defaults in any of its obligations of this Lease Agreement, Lessor shall give notice to Lessee concerning the nature of the default. If such default is not corrected within ten (10) days of such notice (other than a payment default for which no cure period is applicable), Lessor shall have the right to terminate this Lease Agreement. Should this Lease Agreement be terminated for this or for any other reason whatsoever, Lessor shall have the right to take immediate possession of the Refuelers without demand or legal process and free of all rights of Lessee. Lessee specifically waives any right of action it might otherwise have arising out of such entry and repossession, whereupon all rights of Lessee in the Refuelers or its contents shall terminate immediately. In the event of any action, legal or equitable, by either party to enforce this Lease Agreement or any of its provisions, the prevailing party shall be allowed a reasonable attorney's fee to be set by the court and taxed as costs in the action.

13. **Acceleration** - Lessor reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to accelerate and demand payment of all amounts due, if Lessee fails to make any payment or otherwise comply with the terms as herein provided, if Lessee is in breach of any other agreement with Lessor, or if Lessor, in its sole discretion, at any time deems itself insecure with regard to the creditworthiness or financial condition of Lessee.

14. **Notices** – All notices required to be given, shall be in writing and posted or hand delivered to the addresses shown above.

15. **Governing Law; Venue; Waiver of Jury Trial**. This Lease Agreement, including all exhibits attached hereto, is governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of laws provisions. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party arising from or relating to this Lease Agreement in any forum other than, at Lessor's option, either 1) the courts sitting in Oswego County, New York, or 2) the courts sitting in the county (or its equivalent) where the Refuelers are physically located. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LEASE AGREEMENT, INCLUDING ALL EXHIBITS ATTACHED HERETO, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

16. **Assignment** and Waiver- Lessee shall not assign this Lease Agreement without the written consent of Lessor. The Refuelers may be owned by a third party and leased by Lessor, and this Lease Agreement may be subordinate to such Lease. In the event that such third party becomes entitled to possession of the Refuelers, Lessee agrees to abide by such Lease or enter into a new lease with such third party. As used herein, an "Affiliate" of Lessor is any corporation, partnership, joint venture or other entity in which World Fuel Services Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. The waiver by either party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions.

17. **Entire Agreement** – The terms and conditions of this Lease Agreement constitute the entire agreement among the parties with respect to the Refuelers and supersede all previous negotiations, representations or agreements between the parties, whether written or oral. If any part of this Lease Agreement is deemed to be unenforceable, the remainder of this Lease Agreement shall remain in full force and effect. Only a written instrument executed by Lessor and Lessee may amend this Lease Agreement.

In Witness Whereof, the parties have hereby agreed to all of the above terms and conditions as of the date last indicated below.

Lessor: **ASCENT AVIATION GROUP, INC.**	Lessee: **CITY OF NEWPORT**
By: _____	By: _____
Steve Drzymalla SVP, Business Aviation	_____ Printed Name and Title
Date: _____	Date: _____

EXHIBIT "A" ATTACHED TO
REFUELER LEASE AGREEMENT
City of Newport
135 Southeast 84th St.
Newport Municipal Airport
Newport, OR 97365

REFUELER DESCRIPTIONS:

Asset # 44293
1999 Isuzu 750 Gallon Avgas Refueler
VIN: JALB4B140X7003670
Physical Damage Value: $23,000.00 USD
Lease Rate: $1.00/per year, plus applicable tax
Term: September 1st, 2017-August 31st, 2022

If Lessee does not maintain a Fuel Supply Agreement with Lessor during the term of the Lease, then Lessee will be responsible for inbound and outbound freight charges and monthly lease cost of $737.00 per month.

Note: Lessee Insurance Responsibilities begin from date of delivery to Newport Municipal Airport (ONP)

In Witness Whereof, the parties have hereby agreed to all of the above terms and conditions stated in **Exhibit "A"**, as of the date last indicated below.

Lessor: **ASCENT AVIATION GROUP, INC.**

By: _____

Steve Drzymalla
SVP, Business Aviation

Date: _____

Lessee: **CITY OF NEWPORT**

By: _____

_____
Printed Name and Title

Date: _____

EXHIBIT "B" ATTACHED TO
REFUELER LEASE AGREEMENT

Repairs provided by the Lessor to said Refuelers, as stated in Paragraph 5 of this Lease Agreement, are further defined as follows. If any repairs are caused by the Lessee failing to perform maintenance required in Exhibit "D", Lessee shall be responsible for all such repairs.

1. ENGINE
   - (a) Block and internal components
   - (b) Cylinder heads, head gaskets and valves
   - (c) Blower or turbo charger assembly
   - (d) Timing chain and gear assembly, gasket and seal
   - (e) Flywheel and ring gear
   - (f) Front and rear crankshaft seal
   - (g) Oil pump and shaft

2. TRANSMISSION
   - (a) Housing and internal components
   - (b) Torque converter
   - (c) Input and output shaft bearings and seals

3. DIFFERENTIAL
   - (a) Housing and internal components (ring gear and pinion assembly)
   - (b) Pinion bearing and seal

4. FRAME, AXLES, WHEELS AND SUSPENSION
   - (a) Chassis frame rails and cross members
   - (b) Springs, load cushions and airbags
   - (c) Walking beams and torsion bars
   - (d) Wheel hubs
   - (e) Axles, king pins and spindles
   - (f) Steering box internal components including bearings and seals

5. BRAKE SYSTEM
   - (a) Air compressor internal components
   - (b) Master cylinder and vacuum booster

6. PRODUCT PUMP, PTO, AND TRANSFER CASE
   - (a) Housing and internal components
   - (b) Input and output shaft bearings and seals

EXHIBIT "D"
REFUELER LEASE AGREEMENT
PREVENTATIVE MAINTENANCE SCHEDULE

World Fuel Services PM Checklist

FBO			UNIT #		VIN#
MILES			DATE		TECHNICIAN:
HOURS			CUSTOMERS SIGNATURE		

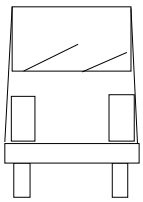
	UNDER THE HOOD	Description of Inspection	Repair	OK	Date, Condition or Replacement	Initials
1	AIR FILTER	Record Condition and Change Date - Should be changed at least annually or every 1000 hours				
2	ENGINE OIL	Record Condition and Change Date - Should be changed at least every 6 months or 500 hours				
3	ENGINE OIL SAMPLES	Annually, take an oil sample and send out for analysis				
4	OIL FILTER	Record Condition and Change Date - Should be changed at least every 6 months or 500 hours				
5	AUTOMATIC TRANSMISSION	Record Condition and level - check for burnt smell or discoloration. Fluid and filters should be changed annually with manufacturers recommended fluid				
6	FUEL LINE & FILTERS	Record Condition and Change Date - Filters should be changed at least annually				
7	ANTIFREEZE	Top off as needed, protection should be between -25 and -30				
8	COOLANT SYSTEM	Check for hose and radiator leaks - Confirm overfill bottle in good condition				
9	BELTS	Check for cracking or glazing, replace as necessary				
10	BATTERY TERMINALS & CABLES	Check for loose or corroded terminals, clean and repair as needed				

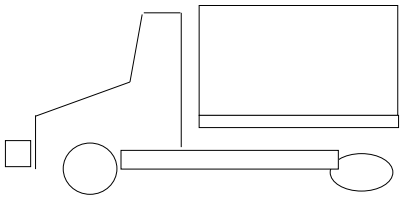
	CAB	monthly	Repair	OK		
1	CLEANLINESS	Is the inside of the cab clean and free of clutter				
2	WINDSHIELD CAB GLASS	Do windows roll up and down, are there any cracks or chips in the windshield ? What is the condition of the mirrors?				
3	WIPER BLADES, ARMS, & HOSES	Repair or replace as needed				
4	STARTING SYSTEM	Does the key turn freely, does the engine turn over slow				
5	ENGINE OPERATION	Start engine to build up air pressure, check all gauges				
5a	ENGINE OPERATION	Is there excessive rattling in the engine during operation, does it smoke excessively during start up ?				
5b	ENGINE OPERATION	Check low air warning buzzer and light.				
6	ELECTRICAL CHARGING SYSTEM	Record voltage or does the gauge read + / - 12 volts				
7	LIGHTING SYSTEM	Do the dash and dome lights work ?				
8	EXTERIOR LIGHTS	Do all of the exterior lights work properly ?				
9	STEERING - Condition	Does the steering wheel have excessive play when turning ?				
10	PARKING - BRAKE SYSTEM	Does the brake hold the truck when in gear ?				
11	CLUTCH / TRANSMISSION	Check for excessive play in the linkage - should be greased at least once per year				
12	AIR COMPRESSOR	Does the compressor pump up the system in a timely manner ?				

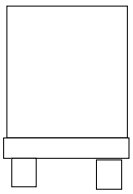
	CHASSIS	Semi- Annual	Repair	OK		
1	TANK AND SILLS	Check the tightness of the tank to the chassis & condition of sill boards/monthly for 1st 6 months/then every 6 months				
2	TIRE & WHEELS	Check for loose or missing lugs & slippage on spoke style wheels/record tread depth.				
3	EXHAUST SYSTEM	Check for cracks or holes in pipe & muffler. Check condition of hangers				
4	SUSPENSION	Check over all condition looking for broken or cracked parts				
5	CHASSIS LUBE	Check zirks for evidence of grease, should be done at least every 6 months				
5a	KING PINS	Raise front axle to grease King Pins, turn wheels lock to lock to distribute lube.				
6	TRANSMISSION LUBE	Check and fill as necessary				
7	DIFFERENTIAL LUBE	Check and fill as necessary				
8	UNIVERSAL JOINTS	Check zirks for evidence of grease, should be done at least every 6 months. Does the PTO have safety wire?				
9	AIR RESERVOIR	Check drains and cables				
10	BRAKES - ADJUSTMENT	Drive truck in an open space away from obstructions. Adjust brakes only if you are certified to do so, if not call a contractor				
11	PARKING BRAKE	Check parking brake, check parking brake pop out valve to release at 35 lbs.				
	PUMPING SYSTEM	Semi- Annual	Repair	OK	Date, Condition or Replacement	
1	PUMP GEAR BOX LUBE	after first 100 hrs of ops then every 500 hrs or semi annual				
2	ELECTRICAL	Check all of the boots on the micro switches, look at LED's on proximity switches				
3	BRAKE INTERLOCK	Test all interlocks and brake over ride switch (Replace seal on over ride switch after checking)				
4	NOZZLES & SCREENS	Check screens for debris, proper gasket / o-ring , broken parts or leaks				
5	PRODUCT HOSE	Extend out completely checking all surfaces				
6	HOSE REEL	Check sprocket for broken teeth & alignment of chain. Remove zirks from swivels, replace with plug				
7	GROUND REEL	Extend out completely checking for cracks or frays, note over all condition and brand, perform continuity test and note results				
8	DISPENSING SYSTEM - LEAKS	General condition of plumbing including pipes and flanges				
9	WATER SUMP VALVES & DRAIN	Ensure they are operating and do not leak, check that Morrison valves closes				
10	AIR CONTROLS	With the engine off listen for escaping air from the system.				
11	METER - SEAL	Does the meter have the proper seal				
12	METER - TOTALIZER	Record totalizer reading				
13	METER	Record date of calibration				
14	PRODUCT FILTER SPECS	Model - Element - Gasket Numbers				
15	PRODUCT FILTER DATE OF CHANG	If not replaced by you, what was the last date of change				
	TANK	Semi- Annual	Repair	OK	Date, Condition or Replacement	
1	MAN WAY GASKETS	Look for cracked or missing o-ring				
2	TANK INTERIOR - Condition	Check inside of tank looking for rust and debris. Clean as required.				
3	CATWALK DRAINS CLEAR	Check condition of drain tubes, should free of cracks and not discolored. Check for obstructions that may be blocking drain tubes				
	MISCELLANEOUS	Monthly	Repair	OK	Date, Condition or Replacement	
1	PRODUCT ID / DECALS	Check for missing decals inside cab & over all condition of exterior				
2	FIRE EXTINGUISHERS	Check for seal or missing pin, note date of inspection, must be B/C units				
3	AIR SYSTEM LEAKS	Inspect for leaks and note locations of leaks				
4	PRIST INJECTOR	Test for proper operation and verify injection rate				

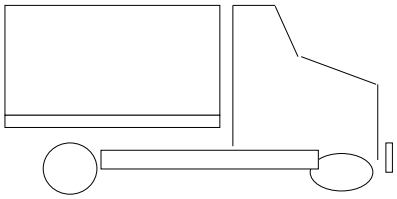
Body/Chassis

NOTE ANY DAMAGE









NOTES

BRANDING AGREEMENT
(PHILLIPS 66® BRAND)

This BRANDING AGREEMENT (this "Branding Agreement") is made and entered into this 1st day of September, 2017 by and between CITY OF NEWPORT, an Oregon municipality ("Customer") located at 169 SW Coast Highway, Newport, OR 97365 and WORLD FUEL SERVICES, INC., a Texas corporation on its behalf and on behalf of its Affiliates (as defined in the FSA) (collectively "Seller") located at 9800 N.W. 41st Street, Miami, FL 33178.

During the term of this Branding Agreement, CITY OF NEWPORT ("Customer") is authorized to and shall offer Company Products for sale under the Company Marks subject to the following terms and conditions:

1. Customer is hereby authorized to sell aviation fuels and other petroleum products supplied by Company pursuant to the Fuel Supply Agreement between Customer and Seller dated September 1, 2017 ("FSA") at the locations listed in the FSA (each a "Location"), under certain brands and signs, and under certain trade names, trademarks, trade dresses, brand names, labels, insignias, symbols and imprints owned by Company or used by Company in its business (collectively "Company Marks") as are specifically authorized by Company from time to time. Such aviation fuels and other petroleum products sold by Seller to Customer, and held for sale by Customer, under Company Marks pursuant to this Branding Agreement and the FSA are hereafter referred to as the "Company Products." Each of the following petroleum products shall be continuously stocked and offered for sale at Customer's Location in such quantities as are necessary to meet the demand therefore: Company's Aviation Gasoline 100LL and Company's Jet A Turbine Fuel.

2. Any and all signs, decals, posters, placards, plates, devices, graphic materials or other form of advertising matter consisting in whole or in part of the name of Company or any Company Marks (collectively, "Branded Materials") will be obtained by Customer, at Seller's expense, only from Company. Any and all rights in Company Marks and Branded Materials are, and shall remain, the property of Company. Any use of Company Marks or Branded Materials other than as specifically set forth herein shall be strictly prohibited. No signs, emblems, graphic materials or other form of advertising for competing products or brands may be displayed at any Location where Company Products are offered without the express written consent of Seller.

3. Customer agrees that it will not use or display any Branded Materials (a) in a manner which causes or is calculated to cause confusion as to the type, characteristics, quality or manufacture of any fuel or other product which Customer offers for sale; or (b) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Seller; or (c) for the purpose of selling or offering for sale any product which has been diluted or adulterated whether intentionally or not. Customer will at all times maintain its facilities and conduct its operations in compliance with those standards and procedures established from time to time by Company and applicable to aviation fixed based operators displaying any of the Company Marks or Branded Materials. Such standards and procedures may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. Seller or Philips 66 Company may, as each deems appropriate, including through the use of third party contractors, conduct periodic tests or inspections to confirm Customer's compliance with its obligations hereunder.

4. Seller desires to maintain the quality of Company Products sold hereunder. Accordingly, Customer will not in any manner mix, commingle, adulterate, blend, dilute or otherwise change the composition of any of Company Products purchased from Seller hereunder and resold by Customer under Company Marks unless mutually agreed by both parties pursuant to a site specific co-mingling agreement. If Customer offers for sale products purchased on an unbranded basis, Customer shall refrain from all use of Company Marks on or in connection with the sale of such products. Customer further agrees to protect the identity of Company's products and Company Marks by all reasonable means that would prevent customer confusion or misinformation, including, but not limited to, compliance with any guidelines issued by Seller and/or Company to prevent such confusion.

5. Customer shall accept and honor for payment all Company Accepted Credit Cards and Debit Cards as outlined in the then current Company Credit Card Guide and subject to the terms thereof. "Company Accepted Credit Cards" are defined in the Company Credit Card Guide, which is incorporated herein by this reference, and which may be revised from time to time or discontinued at Company's sole discretion, and which may be supplemented with Company's marketing website communications, and other forms of notification to Customer (all referred to collectively as the "Credit Card Guide"). Customer shall accept other payment methods designated by Company from time to time in the Company Credit Card Guide. Customer shall use Company's approved Electronic Point of Sale ("EPOS") devices for transaction processing.

6. Customer may be eligible to enroll in the Phillips 66-Branded Airport Dealers Excess Liability Insurance Program (the "Excess Liability Program"). In order to apply for enrollment, Customer must complete the following documents relating to the P66 Excess Liability Program and submit them to Company: (1) Invitation to Enroll; and (2) Letter of Understanding. Customer shall be required to meet such eligibility requirements as established by Company from time to time. Upon request, Seller will provide Customer with the necessary documentation to apply for enrollment; provided, however, that Customer's eligibility and enrollment in the Program shall be in the sole discretion of Company.

7. Upon termination of this Branding Agreement, or in any event upon demand by Company, Customer shall immediately discontinue the posting, mounting, display or other use of Company Marks or Branded Materials. In addition, Customer, at its own expense, shall uninstall and return to Company all salvageable signage and shall promptly return to Seller (or destroy) any and all Branding Material or other items that display Company Marks and shall obliterate the appearance of Company Marks from any of Customer's real or personal property.

8. Company reserves the right at any time to change its product line and specifications, trade dress, trade names, and trademarks or to change or withdraw any services offered in connection with any products such as, but not limited to, credit card acceptance. In the event of such change, Company shall be relieved of all obligation to sell such discontinued products or to offer such discontinued products, trade dress, trade name, trademark or services to Seller and Customer; and, if Company shall market any other brand or product in lieu of the discontinued items, this Branding Agreement shall embrace such new brands or products. Neither Company nor Seller shall be liable to Customer by reason of any such changes.

9. This Branding Agreement shall have the same term as the FSA and shall terminate only when the FSA terminates, unless earlier terminated by Seller upon notice to Customer: (a) if Customer fails to comply with the requirements of this Branding Agreement; or (b) if a new Branding Agreement is substituted for this Branding Agreement pursuant to the terms of the FSA. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4 of the FSA.

10. Customer may not assign or transfer any right to use Company Marks or Branded Materials without Company's prior approval.

11. The term "**Company**" as used in this Branding Agreement refers to **Phillips 66 Company** as owner of the brands, marks, and other intellectual property which is the subject matter of this Branding Agreement. The term "**Seller**" as used in this Branding Agreement refers to World Fuel Services, Inc. or one of its Affiliates (as defined in the FSA) in its capacity as "Seller" under the FSA.

12. This Branding Agreement is hereby incorporated by reference in and made part of the FSA for all purposes.

IN WITNESS WHEREOF, the parties have executed this Branding Agreement which is made effective as of this 1st day of September, 2017.

WORLD FUEL SERVICES, INC.	**CITY OF NEWPORT**
By: _____	By: _____
Steve Drzymalla SVP, Business Aviation	_____ Printed Name and Title
Date: _____	Date: _____

City Council Agenda Item Report

Agenda Item No. 2016-1547
Submitted by: Jason Malloy
Submitting Department: Police Department
Meeting Date: August 22, 2017

SUBJECT
Authorization to Purchase Three 2018 Ford Police Interceptor Vehicles

Recommendation:
Approve purchase

ATTACHMENTS

- City Mgr. R & R -- Authorization to Purchase Three 2018 Ford Police Interceptor Vehicles.docx
- 2018 Ford Vehicle Purchase - Staff Report Update.docx
- Wire Works Vehicle Quote.pdf
- GSA.pdf
- American Police Beat.pdf

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: August 22, 2017

Agenda Item:
Authorization to Purchase Three 2018 Ford Police Interceptor Vehicles.

Background:
At the August 7th meeting, the City Council tabled the request to purchase three Police vehicles for the department, due to concerns reported nationally from several departments regarding carbon monoxide exhaust issues with police vehicles. Police Chief Malloy has viewed the reports on this issue. The U.S. General Services Administration has issued a document which states there are no reasons to issue a recall, stop order or stop using these vehicles. The initial conclusion is that the problems have been tied to after-market installations where external holes have not been properly sealed.

Police Chief Malloy contacted Wireworks, the firm that outfits our vehicles with Police equipment. Wireworks has indicated that with the hundreds of Ford Interceptor vehicles that their company has outfitted, they have not had a single complaint about carbon monoxide fumes or issues. They also minimize the drilling holes that could create these types of concerns.

In addition, carbon monoxide can be present in vehicles if a catalytic converter is damaged. The Police Chief is recommending a skid plate and carbon monoxide detector be placed in each vehicle. This will add $330 to the cost of each vehicle, but will provide an additional safety measure for the operation of these vehicles, both to our officers and the general public.

Recommended Action:
I recommend that the City Council, acting as a local contract review board, consider the following motion:

I move to authorize the purchase of three 2018 Ford Police Interceptor vehicles for a total amount of $89,601.00 through the State contract from Gresham Ford.

Fiscal Effects:
These funds have been appropriated for the purchase and the outfitting of the vehicles.

Alternatives:
Direct staff to seek other alternate vehicles for police service or as suggested by the City Council.

Respectfully Submitted,

Spencer R. Nebel
City Manager

STAFF REPORT
CITY COUNCIL AGENDA ITEM

Meeting Date: 8/22/2017

DRAFT STAFF REPORT

Title: Police Vehicle Purchase - Update

Prepared by: Jason Malloy, Chief of Police

Recommended Motion:
I move to authorize the purchase of three (3) 2018 Ford Police Interceptor vehicles in the total amount of $89,601.00.

Background Information:
For FY 17/18, the Police Department submitted a proposal to purchase three police vehicles. The three vehicles will be used to replace a 2009 K9 Police vehicle, 2011 Dodge Charger Police vehicle, and a 2007 administrative Police vehicle. The three vehicles are at the end of their serviceable life, and will be sold through govdeals. The proposal to purchase the three vehicles was approved and adopted as part of the FY 17/18 Police budget. The proposed vehicles will be purchased under State of Oregon contract through Gresham Ford.

Once purchased, the vehicles will be built and outfitted by Wire Works LLC in Salem, Oregon.

At the August 7, 2017 Council Meeting, a concern was brought up regarding Ford Interceptor police vehicles and the possibility of carbon monoxide exposure to the driver.

I reviewed reports available regarding exhaust exposure and contacted our car builder. The U.S. General Services Administration (GSA) Office of Fleet Management released a document addressing potential carbon monoxide/exhaust issues with the Ford Interceptor. In summary, the GSA documented communications with Ford and the National Highway Traffic Safety Administration (NHTSA), which stated there is no reason to issue a recall, issue a stop order, or parking the vehicles. Some of the reported problems have been tied to aftermarket installations where external holes have not been properly sealed.

I also reviewed an article in American Police Beat. The article discussed Ford's partnership with many Police agencies to address carbon monoxide odors. Ford has begun investigating the reports, and has found that many problems are related to installation of aftermarket equipment. Specifically, many of the vehicles have unsealed holes where police equipment was installed after leaving Ford's factory.

I contact Greg Calkins from Wire Works, our car builder for many years. Mr. Calkins told me his company has been building Ford police vehicles since 2011. He has built hundreds of Ford Interceptor police vehicles for numerous agencies in Oregon and SW Washington. He indicated he has not received one complaint regarding exhaust odors. Mr. Calkins told me that his company takes many precautions when building vehicles, which includes minimizing drilling holes, and ensures all holes that are drill are sealed.

Mr. Calkins told me that he is not concerned with continuing to build Ford Interceptor vehicles, and agencies are continuing to purchase and build Ford Interceptors for deployment as police vehicles.

In addition to poorly installed equipment, carbon monoxide can be presented to the vehicle occupants if the catalytic converter is damaged. Additional steps and precautions can be taken to ensure no problems arise in the future. This includes purchasing each vehicle with a skid plate that protects the catalytic converter located at the bottom of the vehicle, and purchasing a carbon monoxide detector to be mounted in the driver's compartment. Mr. Calkins told me many agencies are purchasing these options to reduce exposure to exhaust fumes. The cost to add a skid plate and carbon monoxide detector is about $330.00 per vehicle. Additionally, our vehicles, including the catalytic converter are inspected during each service. To date, no vehicle in our fleet has suffered a damaged catalytic converter.

The Newport Police Department has deployed four Ford Interceptor police vehicles for the past one year. No reports of exhaust fumes have been received.

The Ford Interceptor continues to be the Newport Police vehicle of choice for patrol and administrative assignment.

Based upon the information provided by GSA, Ford, and expert testimony from Greg Calkins, I recommend moving forward with purchasing three (3) 2018 Ford Police Interceptor vehicles.

Fiscal Notes:
$89,601.00.

Alternatives:
N/A

Attachments:
Wire Works estimate to purchase and build three Police vehicles.
GSA letter
Ford Letter

Wire Works LLC
4775 Portland Rd
Suite 200
Salem, Or 97305

Estimate

Date	Estimate #
7/13/2017	7176

Newport Police Department
PO Box 2260
Newport OR 97365-0167

Job	P.O. No.	Rep
Tahoe	Jason/Verbal	GC

Item	Description	Qty	Rate	Total
	2018 Ford SUV Patrol Unit			
Vehicle Transfers	2018 Ford SUV ***Price is estimated***	1	29,354.00	29,354.00
Graphics Material	Graphics Material and/or design	1	915.00	915.00T
Graphics Installati...	Graphics Installation Fee	1	478.50	478.50T
	Customer to provide: Radio Computer Dock Computer Power Supply Radar System			
	ELECTRICAL SYSTEM			
Ch27.1.14	911 Circuits power distribution panel. 27 circuits, single stage timer, 14 foot SPECIFY MOUNTING BRACKET	1	599.95	599.95T
MPFISUVGB	911 Circuits mounting bracket for the Ford Utility SUV. Mounts in glove box.	1	25.00	25.00T
4405M	Avital remote start with keyless entry	1	81.60	81.60T
IR-1002	Havis Idle Right 2. Vehicle Fuel Management System Control Module - New Generation	1	108.00	108.00T
	SIREN SPEAKER			
WWSS-002	Wire Works siren speaker and universal bracket. 100 watt	1	142.56	142.56T
	PUSH BUMPER			
BK2019ITU16	Setina PB450L lighted push bumper for the 2016 Ford Interceptor Utility. Includes Whelen ION light heads.		766.80	766.80T

Thank you for the opportunity!

Subtotal	
Sales Tax (0.0%)	
Total	

Wire Works LLC
4775 Portland Rd
Suite 200
Salem, Or 97305

Estimate

Date	Estimate #
7/13/2017	7176

Newport Police Department
PO Box 2260
Newport OR 97365-0167

Job	P.O. No.	Rep
Tahoe	Jason/Verbal	GC

Item	Description	Qty	Rate	Total
	LIGHTBAR:			
KBLB Liberty 2 #2	Whelen Liberty II light bar. 50" or 55" bar with medium 6 LED takedowns and single color. Built as per Newport Specs	1	1,495.95	1,495.95T
	REAR FACING LIGHTS			
VTX609B	Whelen Vertex Super LED lighthead. Blue.	2	71.00	142.00T
11.1005SF	Able 2 LED flasher	1	28.95	28.95T
IONJ	Whelen ION series LED light head. Split Red/Blue.	4	79.20	316.80T
IONGROM	Whelen ION series light head flush mount grommet kit.	2	8.15	16.30T
6402	Round rocker switch. Non-lighted.	1	8.95	8.95T
	SIDE FACING LIGHTS			
IONJ	Whelen ION series LED light head. Split Red/Blue.	2	79.20	158.40T
ENT2B3J	Sound Off Intersector LED light. Red/Blue split.	2	154.98	309.96T
WWLP-006	Wire Works PAR-46 Replacement LED 8° Spotlight Lighthead	2	149.57	299.14T
	Prisoner area			
475-0304	Patriot Products Space Creator Partition for the 2013+ Ford Interceptor SUV. High Security/ High Visibility window option	1	607.50	607.50T
475-0789	Patriot lower extension panels for Space Creator cage for the Ford Interceptor SUV.	1	87.75	87.75T
SUVIC1310	Aedec prisoner seat for 2013 and up Ford Interceptor SUV. Comes with center out seat belts, rear partition screen, and all hardware.	1	826.80	826.80T
DK0100ITU12	Setina TPO door panels for the 2013 Ford Interceptor Utility.	1	177.66	177.66T

Thank you for the opportunity!

Subtotal	
Sales Tax (0.0%)	
Total	

Wire Works LLC
4775 Portland Rd
Suite 200
Salem, Or 97305

Estimate

Date	Estimate #
7/13/2017	7176

Newport Police Department
PO Box 2260
Newport OR 97365-0167

Job	P.O. No.	Rep
Tahoe	Jason/Verbal	GC

Item	Description	Qty	Rate	Total
WK0514ITU12	Setina steel window bars for the 2013 Ford Interceptor SUV.	1	158.00	158.00T
3SC0CDCR	Whelen 3" white LED dome light.	1	49.68	49.68T
	ANTENNAS			
LARNMOKHFU...	Larsen high frequency coax. UD-RG-58/U dual shield cable. 25 foot length. FME female connector pre-terminated.	3	20.00	60.00T
LARNMOQW152	Larsen 152-162 MHz 1/4 wave mobile antenna.	1	12.00	12.00T
MRC	Maxrad chrome cap for antenna mounts	1	8.28	8.28T
MMGSK	Maxrad gasket for NMO mount antennas	1	2.88	2.88T
	OFFICER AREA			
425-6478	Jotto Desk Ford Police Interceptor Utility (2016+) Police Equipment Console - Contour	1	283.50	283.50T
425-3704	Jotto Desk ABS Dual Cup Holder Faceplate Mount	1	33.70	33.70T
425-6039	Jotto Desk Storage Compartment - Arm Rest, Lid w/Lock (10" x 4.5" x 8.5")		102.38	102.38T
475-0851	Jotto Desk Gun Rack - Single Weapon, Partition Mounted, Vertical (GR3-870-XTRD-GL3XL Mounted) - Flat or Recessed	1	359.10	359.10T
295SLSA6	Whelen full feature siren and lighting controller. Includes 1- 3 position slide switch and 6 programmable push buttons, park kill input, back lighting input, horn ring feature and selectable siren tones.	1	345.16	345.16T
425-6096	Jotto Desk 4" faceplate for the Whelen 295HFSA5, 295HFSA6, 295HFS4, MPC01, 295SLSA6	1	0.00	0.00T
425-6362	3" faceplate for the Kenwood TK7180/8180	1	0.00	0.00T
425-6049	1" Blank face plate.	1	0.00	0.00T
425-6052	2.5" Blank face plate.	2	0.00	0.00T
8060	Pelican 8060 LED flashlight	1	159.99	159.99T

Thank you for the opportunity!

Subtotal	
Sales Tax (0.0%)	
Total	

Wire Works LLC
4775 Portland Rd
Suite 200
Salem, Or 97305

Estimate

Date	Estimate #
7/13/2017	7176

Newport Police Department
PO Box 2260
Newport OR 97365-0167

Job	P.O. No.	Rep
Tahoe	Jason/Verbal	GC

Item	Description	Qty	Rate	Total
Misc	ON/OFF foot switch to controller Passenger side spot light	1	10.00	10.00
21406	Midland external 4" radio speaker with bracket.	1	17.88	17.88T
6404	Round LED rocker switch. Red	2	9.95	19.90T
MMSU-1	Magnetic Mic single unit kit.	2	30.00	60.00T
WWRA-004	Wire Works custom radio mic mounting bracket. Bent at 45 degrees. Designed for top of Interceptor SUV console.	1	11.25	11.25T
	MDT MOUNT			
PKG-PSM-253	Havis Premium passenger side mount package for the Ford Interceptor Utility.	1	489.80	489.80T
C-KBM-102	Havis Quick Release Slide For Keyboard Mounting Plate	1	52.16	52.16T
C-ADP-110	Havis Adapter bracket that allows for mounting a C-UMM monitor mount to a C-MD-100 Series.	1	15.47	15.47T
C-UMM-101	Havis Universal Monitor Mount Assembly	1	52.16	52.16T
	Cargo Area			
3SC0CDCR	Whelen 3" white LED dome light.	1	50.62	50.62T
6402	Round rocker switch. Non-lighted. Switches to control dome light and arrow stick	2	8.95	17.90T
OP-FIU-12-40-20	Aluminum single drawer unit for Ford Interceptor Utility SUV 12"H x 40"W x 20". The top of the unit to have Rhino anti skid surface. The unit to come with 500lb, 100% capacity ball bearing slides and It comes with 2 dividers that are adjustable.	1	1,352.81	1,352.81T
Labor	Labor required to complete the build of a vehicle	42	75.00	3,150.00T
Shop Supplies	Shop supplies to complete job. Includes zip ties, connectors, loom, etc.	1	175.00	175.00T
Freight out	Freight to customer.	1	250.00	250.00

Thank you for the opportunity!

Subtotal	$44,247.19
Sales Tax (0.0%)	$0.00
Total	$44,247.19

Wire Works LLC
4775 Portland Rd
Suite 200
Salem, Or 97305

225

Estimate

Date	Estimate #
7/13/2017	7175

Newport Police Department
PO Box 2260
Newport OR 97365-0167

Job	P.O. No.	Rep
	Jason/Verbal	GC

Item	Description	Qty	Rate	Total
	Admin Ford SUV:			
Vehicle Transfers	2018 Ford SUV Price is estimated	1	29,619.00	29,619.00
	Front of vehicle:			
Ch27.1.7	911 Circuits power distribution panel. 27 circuits, single stage timer. 7 foot. SPECIFY MOUNTING BRACKET	1	675.00	675.00T
MPFISUVGB	911 Circuits mounting bracket for the Ford Utility SUV. Mounts in glove box.	1	25.00	25.00T
	Front of vehicle:			
IONJ	Whelen ION series LED light head. Split Red/Blue.	4	78.145	312.58T
WWSS-002	Wire Works siren speaker and universal bracket. 100 watt	1	156.00	156.00T
	Visor light:			
IZ34UF5P	Whelen Inner Edge for the 2011+ Ford Explorer. Passenger side only. 5 3-LED lightheads.	1	479.88	479.88T
	Side of vehicle:			
MBFX11JJ	Whelen LED mirror beams for the 2013+ Ford Interceptor Utility. R/B-R/B	1	267.88	267.88T
IONJ	Whelen ION series LED light head. Split Red/Blue.	2	78.145	156.29T
	Rear of vehicle:			
VTX609B	Whelen Vertex Super LED lighthead. Blue.	2	71.00	142.00T
11.1005SF	Able 2 LED flasher	1	28.95	28.95T
VF4	40/60AMP relay	1	4.95	4.95T
IONJ	Whelen ION series LED light head. Split Red/Blue.	2	78.145	156.29T

Thank you for your business.

Subtotal	
Sales Tax (0.0%)	
Total	

Wire Works LLC
4775 Portland Rd
Suite 200
Salem, Or 97305

Estimate

Date	Estimate #
7/13/2017	7175

Newport Police Department
PO Box 2260
Newport OR 97365-0167

Job	P.O. No.	Rep
	Jason/Verbal	GC

Item	Description	Qty	Rate	Total
6402	Round rocker switch. Non-lighted.	2	8.95	17.90T
3SC0CDCR	Whelen 3" white LED dome light.	1	50.62	50.62T
IONJ	Whelen ION series LED light head. Split Red/Blue.	2	79.20	158.40T
IONGROM	Whelen ION series light head flush mount grommet kit.	2	4.79	9.58T
Misc	Protection screen	1	50.00	50.00
	Officers area: Customer to provide MDT and Kenwood radio			
4405M	Avital remote start with keyless entry	1	89.95	89.95T
WWCC-015	WireWorks 9" center console.	1	98.80	98.80T
425-6033	Jotto Desk dual cup holder.	1	41.76	41.76T
425-6411	Jotto Desk arm rest. Adjustable from 11" to 14.5". Gusset design for strength.	1	83.52	83.52T
295SLSA6	Whelen full feature siren and lighting controller. Includes 1- 3 position slide switch and 6 programmable push buttons, park kill input, back lighting input, horn ring feature and selectable siren tones.	1	345.16	345.16T
425-6096	Jotto Desk 4" faceplate for the Whelen 295HFSA5, 295HFSA6, 295HFS4, MPC01, 295SLSA6	1	0.00	0.00T
425-6362	3" faceplate for the Kenwood TK7180/8180	1	0.00	0.00T
425-6052	2.5" Blank face plate.	1	0.00	0.00T
8060	Pelican 8060 LED flashlight	1	149.64	149.64T
PKG-PSM-253	Havis Premium passenger side mount package for the Ford Interceptor Utility.	1	489.80	489.80T
C-UMM-101	Havis Universal Monitor Mount Assembly	1	72.95	72.95T
C-ADP-110	Havis Adapter bracket that allows for mounting a C-UMM monitor mount to a C-MD-100 Series.	1	15.47	15.47T
C-KBM-102	Havis Quick Release Slide For Keyboard Mounting Plate	1	52.16	52.16T
DS-GTC-202-3	Havis docking station for the Getac tablet F110. Has 3 antenna pass through.	1	649.95	649.95T

Thank you for your business.

Subtotal	
Sales Tax (0.0%)	
Total	

Wire Works LLC
4775 Portland Rd
Suite 200
Salem, Or 97305

Estimate

Date	Estimate #
7/13/2017	7175

Newport Police Department
PO Box 2260
Newport OR 97365-0167

Job	P.O. No.	Rep
	Jason/Verbal	GC

Item	Description	Qty	Rate	Total
MMSU-1	Magnetic Mic single unit kit.	2	32.50	65.00T
	Cargo area:			
OP-FIU-12-40-20	Aluminum single drawer unit for Ford Interceptor Utility SUV 12"H x 40"W x 20". The top of the unit to have Rhino anti skid surface. The unit to come with 500lb, 100% capacity ball bearing slides and It comes with 2 dividers that are adjustable. Includes mounting base with sliding door for spare tire access.	1	1,232.23	1,232.23T
WWCB-029	Wire Works aluminum lip for OPS command box.	1	31.25	31.25T
Labor	Labor required to complete the build of a vehicle	28	75.00	2,100.00T
Shop Supplies	Shop supplies to complete job. Includes zip ties, connectors, loom, etc.	1	100.00	100.00T
Freight out	Freight to customer.	1	50.00	50.00T

Thank you for your business.

Subtotal	$37,977.96
Sales Tax (0.0%)	$0.00
Total	$37,977.96

Wire Works LLC
4775 Portland Rd
Suite 200
Salem, Or 97305

Estimate

Date	Estimate #
7/13/2017	7178

Newport Police Department
PO Box 2260
Newport OR 97365-0167

Job	P.O. No.	Rep
Tahoe	Jason/Verbal	GC

Item	Description	Qty	Rate	Total
	2018 Ford SUV K9 Unit			
Vehicle Transfers	2018 Ford SUV ***Price is estimated***	1	30,628.00	30,628.00
Graphics Material	Graphics Material and/or design	1	915.00	915.00T
Graphics Installati...	Graphics Installation Fee	1	478.50	478.50T
	Customer to provide: Radio Computer Dock Computer Power Supply Radar System			
	ELECTRICAL SYSTEM			
Ch27.1.14	911 Circuits power distribution panel. 27 circuits, single stage timer, 14 foot.	1	599.95	599.95T
	SPECIFY MOUNTING BRACKET			
MPFISUVGB	911 Circuits mounting bracket for the Ford Utility SUV. Mounts in glove box.	1	25.00	25.00T
4405M	Avital remote start with keyless entry	1	81.60	81.60T
IR-1002	Havis Idle Right 2. Vehicle Fuel Management System Control Module - New Generation	1	108.00	108.00T
	SIREN SPEAKER			
WWSS-002	Wire Works siren speaker and universal bracket. 100 watt	1	142.56	142.56T
	PUSH BUMPER			
BK2019ITU16	Setina PB450L lighted push bumper for the 2016 Ford Interceptor Utility. Includes Whelen ION light heads.		766.80	766.80T

Thank you for the opportunity!

Subtotal	
Sales Tax (0.0%)	
Total	

Wire Works LLC
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Salem, Or 97305

Estimate

Date	Estimate #
7/13/2017	7178

Newport Police Department
PO Box 2260
Newport OR 97365-0167

Job	P.O. No.	Rep
Tahoe	Jason/Verbal	GC

Item	Description	Qty	Rate	Total
	LIGHTBAR			
KBLB Liberty 2 #2	Whelen Liberty II light bar. 50" or 55" bar with medium 6 LED takedowns and single color. Built as per Newport Specs	1	1,495.95	1,495.95T
	REAR FACING LIGHTS			
VTX609B	Whelen Vertex Super LED lighthead. Blue.	2	71.00	142.00T
11.1005SF	Able 2 LED flasher	1	28.95	28.95T
IONJ	Whelen ION series LED light head. Split Red/Blue.	4	79.20	316.80T
IONGROM	Whelen ION series light head flush mount grommet kit.	2	8.15	16.30T
6402	Round rocker switch. Non-lighted.	1	8.95	8.95T
	SIDE FACING LIGHTS			
IONJ	Whelen ION series LED light head. Split Red/Blue.	2	79.20	158.40T
ENT2B3J	Sound Off Intersector LED light. Red/Blue split.	2	154.98	309.96T
WWLP-006	Wire Works PAR-46 Replacement LED 8" Spotlight Lighthead	2	149.57	299.14T
	K9 Area			
KK-K9-F18-K-PT	Havis 2013-2016 Ford Police Interceptor Utility K9 Prisoner Transport System. (Does not work in Ford Retail Explorer). Fits 2015 and up Ford Interceptor SUV.	1	2,253.47	2,253.47T
K9-A-103	Havis water bowl and mount kit for K9 Kennels	1	50.09	50.09T
K9 Heat Alarm Pro	Ace Heat Alarm Pro. Monitors heat and voltage	1	918.85	918.85T
AceWatchDog	Ace K9 "WatchDog" smart phone interface.	1	1,034.94	1,034.94T
MD10-F	K-9 Cruise-Eze Unit Kennel Fan	1	74.99	74.99T

Thank you for the opportunity!

Subtotal	
Sales Tax (0.0%)	
Total	

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Estimate

Date	Estimate #
7/13/2017	7178

Newport Police Department
PO Box 2260
Newport OR 97365-0167

Job	P.O. No.	Rep
Tahoe	Jason/Verbal	GC

Item	Description	Qty	Rate	Total
	ANTENNAS			
LARNMOKHFU...	Larsen high frequency coax. UD-RG-58/U dual shield cable. 25 foot length. FME female connector pre-terminated.	3	20.00	60.00T
LARNMOQW152	Larsen 152-162 MHz 1/4 wave mobile antenna.	1	12.00	12.00T
MRC	Maxrad chrome cap for antenna mounts	1	8.28	8.28T
MMGSK	Maxrad gasket for NMO mount antennas	1	2.88	2.88T
	OFFICER AREA			
425-6478	Jotto Desk Ford Police Interceptor Utility (2016+) Police Equipment Console - Contour	1	283.50	283.50T
425-3704	Jotto Desk ABS Dual Cup Holder Faceplate Mount	1	33.70	33.70T
425-6039	Jotto Desk Storage Compartment - Arm Rest, Lid w/Lock (10" x 4.5" x 8.5")		102.38	102.38T
475-0851	Jotto Desk Gun Rack - Single Weapon, Partition Mounted, Vertical (GR3-870-XTRD-GL3XL Mounted) - Flat or Recessed	1	359.10	359.10T
295SLSA6	Whelen full feature siren and lighting controller. Includes 1- 3 position slide switch and 6 programmable push buttons, park kill input, back lighting input, horn ring feature and selectable siren tones.	1	345.16	345.16T
425-6096	Jotto Desk 4" faceplate for the Whelen 295HFSA5, 295HFSA6, 295HFS4, MPC01, 295SLSA6	1	0.00	0.00T
425-6362	3" faceplate for the Kenwood TK7180/8180	1	0.00	0.00T
425-6049	1" Blank face plate.	1	0.00	0.00T
425-6052	2.5" Blank face plate.	2	0.00	0.00T
8060	Pelican 8060 LED flashlight	1	159.99	159.99T
Misc	ON/OFF foot switch to controller Passenger side spot light	1	10.00	10.00
21406	Midland external 4" radio speaker with bracket.	1	17.88	17.88T
6404	Round LED rocker switch. Red	2	9.95	19.90T

Thank you for the opportunity!

Subtotal	
Sales Tax (0.0%)	
Total	

Wire Works LLC
4775 Portland Rd
Suite 200
Salem, Or 97305

Estimate

Date	Estimate #
7/13/2017	7178

Newport Police Department
PO Box 2260
Newport OR 97365-0167

Job	P.O. No.	Rep
Tahoe	Jason/Verbal	GC

Item	Description	Qty	Rate	Total
MMSU-I	Magnetic Mic single unit kit.	2	30.00	60.00T
WWRA-004	Wire Works custom radio mic mounting bracket. Bent at 45 degrees. Designed for top of Interceptor SUV console.	1	11.25	11.25T
	MDT MOUNT			
PKG-PSM-253	Havis Premium passenger side mount package for the Ford Interceptor Utility	1	489.80	489.80T
C-KBM-102	Havis Quick Release Slide For Keyboard Mounting Plate	1	52.16	52.16T
C-ADP-110	Havis Adapter bracket that allows for mounting a C-UMM monitor mount to a C-MD-100 Series.	1	15.47	15.47T
C-UMM-101	Havis Universal Monitor Mount Assembly	1	52.16	52.16T
	Cargo Area			
3SC0CDCR	Whelen 3" white LED dome light.	1	50.62	50.62T
6402	Round rocker switch. Non-lighted. Switches to control dome light and arrow stick	2	8.95	17.90T
OP-FIU-12-40-20	Aluminum single drawer unit for Ford Interceptor Utility SUV 12"H x 40"W x 20". The top of the unit to have Rhino anti skid surface. The unit to come with 500lb, 100% capacity ball bearing slides and It comes with 2 dividers that are adjustable.	1	1,352.81	1,352.81T
Labor	Labor required to complete the build of a vehicle	52	75.00	3,900.00T
Shop Supplies	Shop supplies to complete job. Includes zip ties, connectors, loom, etc.	1	175.00	175.00T
Freight out	Freight to customer.	1	250.00	250.00

Thank you for the opportunity!

Subtotal	$48,696.14
Sales Tax (0.0%)	$0.00
Total	$48,696.14

Office of Fleet Management

Dear Valued Fleet Customer,

GSA Fleet is sending this communication to share important information regarding potential carbon monoxide/exhaust issues with the Ford Explorer, and in particular the Ford Police Interceptor Utility (PIU). Ford is aware of related complaints and has been investigating the matter in partnership with the National Highway Traffic Safety Administration (NHTSA). Neither NHTSA nor Ford has issued a recall and there is not a stop drive order in effect. Accordingly, GSA Fleet is not issuing a recommendation to park vehicles.

Technical Service Bulletins (TSBs) released by Ford (TSB-16-0166 for Model Year 2011-2015 Explorers and TSB-17-0044 for Model Year 2016-2017 Explorers/PIUs) note customer reports of an odor smelling like sulfur entering the cabin and that the condition "may be worsened when the climate control system is in recirculate mode and the vehicle is heavily accelerated for an extended period".

Some of the reported problems may be related to aftermarket upfit modifications on some Model Year 2013 and beyond PIUs. According to a March 1, 2017, Ford police modifier bulletin (P-026), these modifications resulted in openings that allow external air and its contents to enter vehicles that have not been sealed to original design intent". To date, GSA Fleet is not aware of any issues reported on law enforcement vehicles acquired from Ford with factory law enforcement upfit packages. Our understanding is that the Ford upfitter is following proper Ford protocol for the law enforcement upfits.

GSA Fleet continues to monitor the issue and is maintaining contact with Ford's corporate sales and service groups. Local customers are asked to please notify their Fleet Service Representative (FSR) and to contact the closest Ford dealer for a possible inspection under the open TSBs if they detect an exhaust odor in a vehicle or have a concern with a vehicle.

- Police+Modifier+Builder+Bulletin+Modification+and+Sealer.pdf

Sincerely,

Bill Toth
Director
Office of Fleet Management
U.S. General Services Administration

American Police Beat

We thought you would want to know that Ford is working hard on making all the necessary repairs to the Police Interceptor Utility cars having problems with carbon monoxide coming into the cabin of the car. Here's an update from Bill Gubing, the chief engineer for the Ford Explorer.

Ford will cover the costs of specific repairs in every Police Interceptor that may have this concern, regardless of age, mileage or aftermarket modifications made after purchase."

- Bill Gubing

Chief Engineer for Ford Explorer

Ford Motor Company wants you to know that its engineering teams continue working with law enforcement agencies in their communities to address carbon monoxide concerns in some Ford Police Interceptor Utility vehicle.

Ford has worked side-by-side with more than a dozen police agencies nationwide to inspect and repair more than 50 vehicles in cities and towns, such as Auburn, Massachusetts; and Galveston, Texas.

While there have been reports of exhaust odors in some non-police Explorers, those instances are unrelated to reports of carbon monoxide described by some police departments.

If you notice your vehicle has an odor, customers should bring it to a Ford dealer who can address the issue.

Ford's investigation into this matter continues. However, while inspecting police vehicles throughout the country, company engineers consistently have found similar types of holes and unsealed spaces in the back of some the Police Interceptor Utility vehicles that had police equipment installed after leaving Ford's factory.

When a police or fire department routinely installs customized emergency lighting, radios and other equipment, they have to drill wiring access holes into the rear of the vehicle.

If the holes are not properly sealed, it creates openings where exhaust could enter the cabin.

To address this serious problem, Ford will cover the costs of specific repairs in every Police Interceptor Utility SUV that may have this concern, regardless of age, mileage or aftermarket modifications made after the purchase.

As part of this action, Ford will do the following:
1. Check and seal off the rear of the vehicle where exhaust can enter.
2. Provide a new air conditioning calibration that brings in more fresh air during heavy acceleration typical of police driving.
3. Check for engine codes that could indicate a damaged exhaust manifold.

Ford will continue investigating all reports from its law enforcement customers, including the exhaust manifold issue referenced by National Highway Traffic Safety Administration.

If a customer believes exhaust gases are coming inside the vehicle, they should bring it to a Ford dealer, who is equipped to assess the vehicle and address the issue.

Customers also can call a dedicated hotline at 888-260-5575.

The Ford Motor Company is a global company based in Dearborn, Michigan. The company designs, manufactures, markets and services a full line of Ford cars, trucks, SUVs, electrified vehicles and Lincoln luxury vehicles, provides financial services through Ford Motor Credit Company.

Ford employs over 200,000 people around the world and is taking a leadership position in electrification, autonomous vehicles and mobility solutions.