



AGENDA & Notice of City Council Work Session & Regular City Council Meeting

The City Council of the City of Newport will hold a work session on Monday, August 19, 2013, at 12:00 P.M., followed by a regular City Council meeting at 6:00 P.M. The work session will be held in Conference Room A at City Hall, and the City Council meeting will be held in the Council Chambers, City Hall, located at 169 S.W. Coast Highway, Newport, Oregon 97365. A copy of the agenda follows.

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

CITY COUNCIL WORK SESSION Monday, August 19, 2013 - 12:00 P.M. Conference Room A

- I. Additional Work Session Items Not Listed on the Agenda (for this and future work sessions)
 - II. Report by Gazewood on Budget and Financial Status
 - III. Coast Guard Recreation Center Passes
 - IV. Discussion Regarding Airport Director Position
 - V. Update on VAC Elevator
 - VI. Assessment of Legal Services
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COUNCIL MEETING AGENDA Monday, August 19, 2013 - 6:00 P.M.

Anyone wishing to speak on an agenda item should complete a Public Comment Form and give it to the City Recorder. Public Comment Forms are located at the entrance to the City Council Chamber. Anyone commenting on a subject not on the agenda will be called upon during the Public Comment section of the agenda. Comments pertaining to specific agenda items will be taken at the time the matter is discussed by the City Council.

- I. Pledge of Allegiance
- II. Call to Order and Roll Call
- III. Additions/Deletions and Approval of Agenda

IV. Public Comment

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

V. Consent Calendar

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

- A. Approval of City Council Minutes from the Regular Meeting of August 5, 2013 (Hawker)
- B. Acknowledgment of Accounts Paid-July (Gazewood)

VI. Officer's Reports

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

VII. Public Hearings - 7:00 P.M.

- A. Public Hearing and Consideration of Ordinance No. 2057 for Withdrawal of a 71.39 acre portion of Wolf Tree Destination Resort Site from the Corporate Limits of the City of Newport. Tax Lot 801, Section 5, T12S, R11W, W.M.

VIII. Action Items

Citizens will be provided an opportunity to offer comments on action items after staff has given their report and if there is an applicant, after they have had the opportunity to speak. (Action items are expected to result in motions, resolutions, orders, or ordinances.)

- A. Recommendation from Destination Newport Committee for Potential Approval of Personal Services Agreement with News-Times for Production of Marketing Materials (Smith)
- B. Recommendation from Destination Newport Committee for Potential Approval of Personal Services Agreement with News-Times for Production of Print of Brochures for 2013-14 (Smith)
- C. Recommendation from Destination Newport Committee for Potential Approval of Distribution Service Agreement with Certified Folder Display (Smith)
- D. Consideration of Notice of Intent to Award NE 71st Street Waterline Improvement Project (Gross)
- E. Consideration of Notice of Intent to Award Lakewood Hills Pump Station Project (Gross)
- F. Consideration of Resolution No. 3648 - Accepting an Annual DLCD Coastal Management Grant (Tokos)
- G. Consideration of Resolution No. 3647- Providing for Budget Transfers and Making Appropriation Changes for Fiscal Year 2013-2014 (Gazewood)

IX. Council Reports and Comments

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

XI. **Adjournment**

August 5, 2013
6:00 P.M.
Newport, Oregon

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

Staff present was Interim City Manager Smith, City Recorder Hawker, Community Development Director Tokos, Interim Finance Director Gazewood, Fire Chief Paige, Police Chief Miranda, Assistant Finance Director Brown, and Engineering Technician Roman.

PLEDGE OF ALLEGIANCE

Council and the audience participated in the Pledge of Allegiance.

PUBLIC COMMENT

John Davies commended Council for developing standards for creating a safe and enjoyable experience for visitors to Newport. He reported that the Embarcadero has always been a hotel, but that the city is now requiring individual owners, who rent out their units, to obtain a business license, while the Landing, in a similar situation, is only required to obtain one business license. He asked Council to review the policy that specifically targets the Embarcadero.

Sunnetta Ransom, manager of the Embarcadero Unit Owners Association reported that it was concluded that the condominiums and marina would need one business license, and the hotel would need another business license. She noted that she had had several conversations with former Finance Director, David Marshall and former City Manager, Jim Voetberg, regarding the intent of the declarations. She stated that at a February meeting, there was a discussion regarding administrative rules, and Council made a decision based on erroneous information. She requested that the business license ordinance, as it applies to the Embarcadero, be reviewed again.

Dennis Bartoldus, representing the Embarcadero Unit Owners Association reported that the Unit Owners Association was given a letter regarding the need for one license; and told a week later that the city would treat each unit as a separate licensee if they are separately owned. He added that his concern is that the Landing has individually owned condominium units that are rented as a hotel with one license. He noted that there are others in Newport, and that he is not sure whether any of them have had to get individual business licenses for each unit. He asked how many other condominium hotels have applied for individual licenses for each unit owner. He stated that if this requirement is imposed this year; it is important that all others pay the same fees.

Bartoldus reported that the second part of the issue is the unintended consequences imposed on a small business. He added that if the Embarcadero units are treated as vacation rental units; basically the Embarcadero needs to be remodeled, and until that is accomplished, none of the owners can get a vacation rental permit. Bartoldus noted that

some unit owners have applied and all have been denied as there are required common area modifications. He stated that the facility has been a hotel for 35 - 40 years, and should be grandfathered in terms of structural requirements.

Bartoldus reported that he had spoken with Kay Keady, in the Finance Department, who stated that she was unaware of any administrative rules that apply to business licenses.

Bartoldus requested a City Council review of this issue to find a common sense solution that does not prohibit the Embarcadero units from being rented out. Allen noted that the City Council does not have the authority to adopt administrative rules and that it was his recollection that the City Manager adopts administrative rules at the staff level. It was reported that former City Manager Voetberg had sent a letter to Ransom on February 26, 2013 which contained a revised administrative rule. Allen reiterated that the City Manager adopts administrative rules, and in this situation, the City Council affirmed the City Manager's action. Allen noted that he would like to see the referenced letter, and suggested bringing it to Smith's attention who could then bring it to Council for review. Sawyer stated that Voetberg had not mentioned anything about required structural changes. Busby asked what differentiates the Embarcadero from other properties in the city. Tokos reported that this is a situation with individuals owning units. Busby noted that the Landing and others would be in the same situation. Bartoldus asked that the regulations apply equally, adding that it appears to be focused on one entity. Bartoldus reported that people have applied for licenses, but were denied due to required modifications. Allen reiterated that he has never seen a copy of the letter from the former City Manager. Bartoldus stated that he will put together a packet with several letters. Allen asked that Smith bring this information to the City Council. Allen asked whether Voetberg had ever consulted with legal counsel on this issue, and Smith noted that he would review his files to see whether LGLG weighed in on this issue.

Roumagoux introduced Bob Gazewood, the city's Interim Finance Director. Gazewood, who worked for the city as Interim Finance Director from May - October 2007, noted that it was good to be back, and that he was looking forward to working with everyone. He stated that he would like to meet with the full Budget Committee to determine concerns regarding the budget process and other matters.

CONSENT CALENDAR

The consent calendar consisted of the following items:

- A. Approval of City Council minutes from the executive session, work session and regular meeting of July 15, 2013, special meetings of July 18, 2013 and July 26, 2013, and town hall meeting of July 29, 2013;
- B. OLCC Application - Shunk's;
- C. OLCC Application - Panini;
- D. OLCC Application - Ocean Bleu/Gino's;
- E. OLCC Application - Bridges.

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

Roumagoux recognized the city's firefighters who assisted with the fires in southern Oregon. Beemer stated that they did themselves proud.

OFFICER'S REPORTS

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

Roumagoux reported that she received an e-mail from Paul Carlson, of OMSI, reporting that OMSI had issued an RFP for architectural services for the Coastal Discovery Center.

Roumagoux reported that she attended the Pacific Maritime and History Center artist reception.

Roumagoux reported that she joined three other judges for the Meals on Wheels chili cook-off.

Roumagoux reported that she had met with Deb Smith, the new director of the Central Lincoln PUD.

Roumagoux reported that she had been invited to meet the board of the Oregon Cultural Trust at a reception at the Pacific Maritime and History Center.

Roumagoux reported that she attended the Oregon Mayor's Association Conference in Corvallis, and had talked with several mayors; participated in two waterworks tours; and heard Dr. Chris Goldfinger who she would like to invite to an upcoming City Council meeting. Beemer agreed to communicate with Dr. Goldfinger. Roumagoux also visited the Talking Water Gardens, which is an engineered wetland, during the OMA Conference.

Roumagoux reported that she attended a potluck at HMSC to welcome the Sister City visitors.

Roumagoux reported that she had received a letter from Nieuwpoort, Flanders, Belgium inviting the city to participate in a "sistership" of communities named Newport in recognition of Nieuwpoort's 850th anniversary.

City Manager's Report. Smith stated that he would give a full report at the next meeting, but that he is continuing to meet with individuals within the city and community.

Smith reported that he attended Sister City events on Wednesday and Sunday.

DISCUSSION ITEMS AND PRESENTATIONS

Gross introduced Keith Mills, state dam safety engineer for the Oregon Water Resources Department. Mills reported that Big Creek Dams One and Two are high hazard dams which means if they failed, there would likely be fatalities. He stated that his role is to inspect, determine conditions, make recommendations, and work with dam owners in a cooperative way. Mills reported that there are weak soils under the lower dam, and to a smaller extent, under the upper dam. He stated that these dams are on

the highest priority list for learning more about them, and determining what can be done to provide safe dams in the city. Mills added that it is possible to build a safe dam in these locations. He stated that he is looking forward to working with staff and consultants to determine options for the dams. Beemer reported that he has a copy of Chris Goldfinger's latest paper, and that he recalls that the likelihood of a major Cascadia event was higher than 14%. Mills reported that Dr. Goldfinger split his report into two parts, and the southern part has earthquakes at twice the frequency as the northern part. Mills reported that he expects one or both dams to fail in a full Cascadia event, but that a properly designed dam, based in bedrock with no soft foundation under it, has essentially no chance of failure. He added that the upper dam may be retrofitted, but the lower dam will be difficult to retrofit, but both dams need to be evaluated. Mills stated that the lower dam, and a portion of the upper dam, has much softer soils and are weaker than almost every dam he has inspected. Mills stated that the upper dam has the highest risk of failure. Gross reported that the intake is at the lower dam. He also noted that there are a number of houses within the inundation zone of the lower dam. Gross added that if the upper dam failed, it would cause the lower dam to fail. Mills reported that the most likely failure would be a lowering of the crest and slumping of the upper dam causing an overtopping of the lower dam. He noted that HDR believes that the soils would soften, but would not liquefy. Gross reported that the city recently selected an engineer of record for a dam consultant. He added that the city is in contract negotiations with HDR, and that a further analysis of the dam structure will follow. Busby asked why the evaluation criteria in the RFP did not use cost, and Gross reported that it is not legal to use cost, but the cost will be determined in contract negotiations. Mills stated that he is pleased that the city is moving forward as these dams are a high priority for his department.

PUBLIC HEARINGS

Public Hearing and Consideration of Ordinance No. 2056 Amending the Port Facilities Section of the Newport Comprehensive Plan. Roumagoux opened the public hearing at 7:00 P.M. She asked Tokos for the staff report. Tokos reported that the issue before Council is consideration of whether it is in the public interest to rewrite the Port Facilities section of the Public Facilities element of the Newport Comprehensive Plan to align with the Port of Newport's Strategic Business and Capital Improvement Plans, and to establish that it is a city priority to collaborate with the Port in the implementation of this plan. He noted that the Planning Commission had voted unanimously to recommend adoption of the changes.

Roumagoux called for public comment. Don Mann, Port Director, Joann Barton and Oly Olson, Port Commissioners, appeared in support of Ordinance No. 2056. Mann distributed and reviewed a document entitled, Strategic Business and Capital Facilities Plan Process. Mann and Barton responded to Council questions and comments.

Roumagoux closed the public hearing at 7:13 P.M. for Council deliberation. MOTION was made by Allen, seconded by Beemer, to read Ordinance No. 2056, an ordinance that repeals and replaces the Port Facilities section and amends the Public Facilities Goals and Policies section of the Newport Comprehensive Plan, as amended at tonight's meeting with respect to Policy 2, by title only, and place for final adoption. The motion carried unanimously in a voice vote. Hawker read the title of Ordinance No.

2056. Voting aye on the adoption of Ordinance No. 2056 were Allen, Busby, Beemer, Sawyer, Roumagoux, Swanson, and Saelens.

ACTION ITEMS

Consideration and Potential Approval of Fire Implementation Plan. Paige gave a brief history of the process and noted that his recommendation is not the popular recommendation. He asked that after his presentation, the firefighters be allowed to express the reasons for their opposition, and then he will respond. Paige noted that in 2012, the city participated, along with several other Lincoln County Fire Departments in a feasibility study that looked at opportunities for collaborative efforts in providing fire and emergency services. He noted that recommendations included individual department improvements, general collaboration concepts, and considered several strategies for collaboration between fire departments. He reported that "Strategy F" was recommended which is a combination of the Newport Fire Department, Newport Rural Fire Protection District, Depoe Bay Fire District, and North Lincoln Fire and Rescue District. He stated that North Lincoln was not prepared to move forward at this time, but if Newport and Depoe Bay worked together, it might make it more feasible for North Lincoln at a later date. He noted that a Fire Services Collaboration committee was formed and discussed relative issues with stakeholders from the various agencies. Strategy G came out in 2012. He noted that the target date for implementation is January 1, 2014. He reported that a draft Central Coast Fire Authority Implementation Plan was developed, and the organizational chart and duties of the chief officers was further modified, and is now considered part of the Central Coast Fire Authority Implementation Plan.

Paige requested a decision on where the city goes from here. He added that there are a lot of unanswered questions that will not be answered if this plan is not tried. He noted that this is not a forever deal and there are exit strategies built into it. He explained that it is a joining of administrations of each of three departments; leaving responders as is; and working for a better response platform.

Paige invited the firefighters to speak. Allen asked how Paige looked at the role of supervision over the assistant chief in the proposed organization, and how Paige would interact in a personnel matter that got to the assistant chief. Paige noted that it would depend on the severity of discipline. Allen asked who has supervision over the assistant chief and what Paige's role would be, and Paige reported that his role would not change much. Roumagoux asked what capacity Rob Murphy would be in, and Paige reported that Murphy would be performing fire marshal duties and the day-to-day supervision of the captains in Newport. Sawyer noted that there would be two other fire chiefs under Paige, and asked whether that is a problem from Paige's perspective. Paige noted that the structure would be similar to that of Lincom with a board consisting of representatives from various entities, including two from the city, one from Central Coast Fire District, and one from the Depoe Bay Fire Department. Paige noted that his position would be most unclear as he would not only be responsible to the City Manager, but also to a board of directors. Paige added that each person would still be employed by their current employer. He noted that the chiefs have talked, and the proposed positions seem to fit best at this time. He noted that if someone left, the structure would be reevaluated. Sawyer noted that it looks like Murphy and Clawson would step down a

notch. Busby asked about the decision criteria that was used to determine who fit into what position. Paige reported that qualifications were reviewed, and it appeared that Murphy had the most fire prevention experience; Hank Walling had the most training experience; and Derek Clawson had the most EMS experience. He added that this left Josh Williams and Paige to decide who should be the chief.

Paige reported that it is a step down for Murphy, but that he will be in a larger organization. Allen asked whether some duties would continue to be accountable to Paige, and others would go through Williams and then up to Paige. Paige stated that he and the assistant chief would have to work closely together, but that Murphy would be directly accountable to the assistant chief.

Paige reiterated that the firefighters would still be employed by three different organizations. Allen noted that sometimes having a physical presence is important. He asked whether there would be an issue if the assistant fire chief is providing supervision over the captains while he is responsible to someone who is not physically located at the fire station. Allen noted that unintended consequences could be created if this was not handled appropriately. Paige reported that he would view this as one department with three divisions. Allen noted that it would still be three separate jurisdictions.

Sawyer asked Paige whether he had any concern about the span of control for Williams. Roumagoux asked whether the role of the assistant chief is that he would be responsible for all three jurisdictions. Paige reported that the emphasis of the assistant chief's job would be on standardizing SOP's, training programs, and bringing the divisions together, and long range planning involving everyone in the departments.

Beemer suggested hearing from firefighters and then again from Paige. Saelens asked what would happen if the new board was satisfied with the organization, but the City Council or City Manager was not satisfied. Paige noted that Council would select two representatives from its membership, and if they were unhappy with those representatives, Council could replace them. Paige reported that there are pros and cons, and one of the cons is the loss of local control or the loss of local identity.

Justin Wimpress, president of the Newport Volunteer Firefighters Association, and Chris Rampley, from the Newport Fire Department, appeared before Council and reported that the department is running smoothly. It was noted that the entire department respects Paige regardless of its opposition to the proposal. Rampley distributed and reviewed a letter. He noted that he does not see the benefit for the citizens of Newport.

Rampley reported that there are three major concerns: the diversion of resources away from Newport; a new and controversial administrator to run the department; and the impact on the recruitment and retention of volunteers. He added that he sees no benefit to the city, and believes that an independent department serves the city better.

A discussion ensued regarding the fact that there is a mutual aid agreement already in place. Wimpress noted that he is not sure that Newport would want to go the way that Depoe Bay has gone due to leadership. Wimpress noted that leadership is a big problem to the Association. He added that to lose manpower would be disastrous, and that Depoe Bay has to bring people from the valley just to cover shifts.

Rampley stated that Paige has made a lot of good changes; the volunteer corps has grown; and collaborations are good. He added that to combine administrations at this time does not seem to be the answer. He noted that every firefighter is unanimous in opposition to this proposed plan.

Wimpress reported that some purchases can be piggybacked on other contracts; the city already has training in place; and mutual aid agreements are in place. Allen noted that it seems like a lot of collaboration already going on, and the issue is changing the administrative structure which might be beneficial to other departments. Wimpress stated that the proposal is not beneficial for Newport citizens or the Fire Department. He added that other departments would benefit from the proposal, but Newport would not.

Swanson asked Wimpress and Rampley whether they would be more comfortable with the proposal if the other departments were fully staffed. Wimpress reported that Newport would lose a lot of volunteers which would diminish the manpower for the three departments. Rampley reported that this plan does not add any additional staff.

Busby stated that he has not seen savings or a reduction in response time. He added that the most important tool of the Fire Department is its people, and if there is a problem with staff, a second look should occur. He stated that this proposal is not ready.

Beemer stated that people have danced around the problem of leadership. He reported that he has talked with two people who worked previously as shift folks in Depoe Bay, and one said that the reason they left Depoe Bay is due to the way that Josh Williams treats people. He added that he does not see the city getting anything from this proposal. Beemer noted that there was a recent fatal accident in Lincoln City, and Lincoln City called Depoe Bay for mutual aid. He added that Depoe Bay went to Lincoln City to cover the Lincoln City station, and that Depoe Bay tapped out twice to find cover, and no one responded. He stated that Newport sent a truck with four people to Depoe Bay, and that there were still three qualified people at the fire station in Newport. He noted that the city's Fire Department was functioning well.

Allen stated that he highly respects Paige and commended him for what he has done. Allen added that what is important is that he has never seen a unanimous recommendation from both volunteers and paid firefighters, and that this sends a strong message.

Paige stated that it is important to listen to everybody. He added that there was another unanimous opinion between both of the chief officers in the department. Paige expressed respect of the firefighters for their opinions. Paige noted that some questions remain unanswered. He added that there are definite advantages to the city, but they are more futuristic and opportunistic, and could be achieved with a larger organization. Paige stated that the fear that the plan would replace community volunteers with stipend volunteers who commute from the valley is not true. He added that the city would not willingly reduce any staff. He noted that he is looking at the plan as a way to increase resources. Paige agreed that other jurisdictions have more to gain from the plan, but the city is not losing anything. He reported that his biggest fear is that people would be demoralized by a decision to move ahead with this plan. He noted that the most encouraging thing to him is that the firefighters say they are happy with the way things are going, but prefer to stay separate; however if a decision is to move ahead, they will make it work for the department.

Paige stated that he is not recommending the plan for personal reasons. He added that his job is to look down the road and see what will best position the city for the future.

Swanson asked who made the decisions regarding placement in the organizational chart. Paige reported that the chiefs and ESCI staff worked on this together. Swanson commended Paige for having the respect of a group that is united against this plan. She

added that when there is a person that not everyone sees in the best light; it can really pull down an organization.

Sawyer asked whether there had been discussion regarding whether the city would recognize financial savings. Paige reported that there had been some discussion at the outset of the process. He noted that the economic benefit is in cost containment and sharing increases.

Sawyer asked whether the fire rating, for insurance purposes, would change, and Paige responded that it would not change. Allen asked about funding for the volunteer coordinator, and Paige responded that the position was filled at the beginning of the year and is paid for by a SAFER grant.

MOTION was made by Beemer, seconded by Allen, that the formation of the Central Coast Fire Authority is not in the best interest of the City of Newport at this time, and that the Newport Fire Department staff continue to function with a “stand-alone” Fire Department administration and management structure. The motion carried unanimously in a voice vote.

Acceptance of the FEMA Assistance to Firefighters Grant (AFG). Paige reported that the issue before Council is whether to accept a FEMA Assistance to Firefighters Grant to help fund the replacement of obsolete self-contained breathing apparatus for the Fire Department. He noted that the replacement cost of the 28 SCBA air packs and 28 spare air bottles was estimated at \$199,500 at the time of application, and the grant will fund 95% of the cost, or \$189,525. He added that the five percent match, of \$9,975, will be borne by the city along with related costs such as additional face pieces, safety equipment, repair parts, technician training, and purchasing newer equipment to meet the 2013 NFPA standards. He stated that the total cost to the city will be approximately \$35,000 which includes the five percent match. MOTION was made by Swanson, seconded by Beemer, to accept the award to help fund the replacement of the obsolete self-contained breathing apparatus (SCBA) for the Fire Department. The motion carried unanimously in a voice vote.

Consideration of Resolution No. 3643 - Approval of ODOT Fund Exchange Agreement No. 29489. Gross reported that the issue before Council is consideration of Resolution No. 3643 approving the ODOT Fund Exchange Agreement No. 29489 and authorizing the Mayor to sign the agreement. He noted that this is federal monies that is given to state departments of transportation, and that ODOT sets aside a percent of the money and gives it to cities and counties throughout the state. He added that Newport’s share of the 2013 Fiscal Year dollars, through ODOT, is \$125,509, and at the current exchange rate, Newport would receive \$117,978.46 of the state dollars. MOTION was made by Sawyer, seconded by Saelens, to adopt Resolution No. 3643 approving the ODOT Fund Exchange Agreement No. 29489 and authorize the Mayor to sign the agreement. The motion carried unanimously in a voice vote.

Consideration and Potential Approval of a Special Public Works Fund Grant IFA. Gross reported that the issue before Council is the consideration of Resolution No. 3645, approving a Special Public Works Fund Emergency Project Financing Contract through the State of Oregon Infrastructure Financing Agency. He noted that this funding would cover the city’s 25% match for FEMA funding to repair damage caused to Big

Creek Road as a result of severe winter storms that occurred between January 13 - 21, 2011. He reported that the engineering estimate to repair this damage, as determined by FEMA, is \$866,808, and the city's match is \$216,702, which this grant will cover. Allen reported that the city became aware of this opportunity at a luncheon in June. Gross noted that the Iler Street repair may be eligible for a FEMA grant and a match through the Oregon Infrastructure Financing Agency. MOTION was made by Allen, seconded by Sawyer, to adopt Resolution No. 3645 a resolution to approve, and authorize the Mayor to execute, the Special Public Works Fund Emergency Project Financing contract in the amount of \$216,702, as issued by the State of Oregon Infrastructure Financing Authority. The motion carried unanimously in a voice vote.

Approval of Notice of Intent to Award the Roadway Reconstruction Project - NE Big Creek Road. Gross reported that the issue before Council is approval of a Notice of Intent to Award the Roadway Reconstruction Project - NE Big Creek Road to Wildish Standard Paving. It was noted that FEMA will fund 75% of this repair cost and the city is liable for 25%, and the city's match will be funded through a grant from the Oregon Infrastructure Financing Agency. MOTION was made by Beemer, seconded by Busby, that the City of Newport Public Works Department issue a Notice of Intent to Award the Roadway Reconstruction - NE Big Creek Road Project to Wildish Standard Paving in the amount of \$486,500.00, and contingent upon no protest, authorize award and direct the City Manager to execute the contract after seven days on behalf of the City of Newport. The motion carried unanimously in a voice vote.

Consideration and Potential Approval of Lease Agreement with California Shellfish. Tokos reported that the issue before Council is consideration of whether it is in the public interest for the city to execute a lease with California Shellfish Company, Inc., dba Hallmark Fisheries, over property adjacent to the Fall Street parking lot. He added that the property contains a paved loading area and dock. He noted that the site has been used for fish processing purposes since 1957 and contains a dock, loading area, and security fence. He added that the previous lease with California Shellfish expired in August of 2012, and the company has been operating under a month-to-month tenancy since that time. He stated that the monthly rental rate is \$2,436.10 which is an increase over the \$1,510.49 that is currently being paid. Allen asked whether the lease had undergone a legal review. He recommended a change to the lease agreement in Section 31, on which the first sentence should read: "This lease contains the entire contract between the parties on the subject matter thereof." MOTION was made by Beemer, seconded by Saelens, to authorize the City Manager to execute a lease, as amended, with California Shellfish Company, Inc., for use of the loading and dock space at 459 SW Bay Boulevard, including the sublease of the in-water area identified in Department of State Lands (DSL) lease #ML-10493, because doing so is in the public interest. Further, in leasing the property, the Council finds that it is not needed for public purposes. The motion carried unanimously in a voice vote.

Consideration of Resolution No. 3644 - Supplemental Budget for Fiscal Year 2013/2014. Brown reported that the issue before Council is consideration of Resolution No. 3644 amending the FY 2013/2014 budget to address increased revenue and appropriation changes in the General Fund due to the acceptance of the FEMA

Assistance to Firefighters Grant, and changes in the Capital Projects Fund due to acceptance of the IFA-Big Creed Road Landslide Repairs (FEMA Match) Grant, Project Number L14001. Allen asked what the money would be used for that was originally planned to be used for the roadway. Gross reported that he would like to reallocate those funds for the redesign of SE Bay Boulevard and Moore Drive. Gazewood noted that this money is actually part of the beginning fund balance from the prior year. MOTION was made by Saelens, seconded by Beemer, to adopt Resolution No. 3644, a resolution adopting a supplemental budget and make appropriations for Fiscal Year 2013/2014. The motion carried unanimously in a voice vote.

Consideration of a Recommendation from the Destination Newport Committee for Approval of a Vinyl Wallscape for Advertising Newport in Portland. Smith reported that the issue before Council is the consideration of a building wallscape located at SW 4th and Oak Streets in Portland for the months of February 2014 through June 2014. He added that a proposal was submitted by OnDisplay Advertising, and reviewed and recommended by the Destination Newport Committee. Lorna Davis, Executive Director of the Greater Newport Chamber of Commerce, responded to Council questions. Busby noted that a lot of money is spent on promoting the city to support the tourism industry. He added that fishing and marine research are industries that the city provides very little to. He suggested giving some thought to how money is distributed in the community. Sawyer noted that these monies have to be used for tourism, and that other industries benefit from tourism. Allen noted that transient room taxes are allocated at 54% to general government purposes and 46% to room tax. He suggested that the recreational fishing industry has a tourism component, and if a request was made, tournaments might be supported with these monies. Davis reported that the Chamber of Commerce participates by supporting recreational fishing within the tourism marketing arena. Saelens reported that there are east coast examples of commercial fishing components interacting with the public. MOTION was made by Sawyer, seconded by Beemer, to approve the promotion of Newport by advertising on a billboard (building wallscape) located at SW 4th and Oak Streets in Portland, through a contract with OnDisplay Advertising. The billboard advertising will cost \$9,000 for a four-week period with five four-week periods for a total of \$45,000, plus production/installation cost of \$3,595 for a total cost of \$48,595. The advertising period will begin February 3, 2014 and run through June 22, 2014, and will be charged against the FY2014 budget. The motion carried unanimously in a voice vote.

Consideration and Potential Approval of Intergovernmental Agreement between the City of Newport and the Oregon Department of Aviation. It was reported that the issue before Council is consideration of an intergovernmental agreement between the city and the Oregon Department of Aviation for pavement maintenance work at the Airport. MOTION was made by Allen, seconded by Swanson, to approve the intergovernmental agreement with the Oregon Department of Aviation, and to authorize the City Manager to sign the intergovernmental agreement #29445 Newport Municipal Airport 2013 Statewide Airport Pavement Maintenance Program using non-primary entitlement funds for the local match. The motion carried unanimously in a voice vote.

COUNCIL REPORTS AND COMMENTS

Saelens reported on a recent meeting of the Wayfinding Committee at which the tourism map revisions were discussed.

Saelens reported that he had attended several Mombetsu (Sister City) events last week. He noted that the city had received a Japanese badminton racket, and a shrine from the Girls Festival as gifts.

Busby reported that he had seen two different people taking photos of the "Welcome to Newport" sign.

Sawyer thanked the Confederated Tribes of the Siletz Indians for providing transportation for a Sister City event.

Sawyer stated that he is glad that Gross is back, and that his thoughts and prayers are with the Gross family.

Sawyer requested an excused absence from the August 19, 2013 City Council meetings. MOTION was made by Saelens, seconded by Beemer, to excuse Sawyer from the August 19, 2013 City Council meetings. The motion carried unanimously in a voice vote.

Busby reported that he had attended the welcome potluck for the Mombetsu delegation.

Busby reported that he had attended the special Airport Committee meeting, and there are a lot of issues yet to be resolved, and not everyone is happy. He added that he believes the underlying issues remain.

Busby reported that he will miss a September meeting.

Beemer reported that he attended a recent Port of Newport Commission meeting.

Allen reported that he attended a recent FINE meeting at which the typical issues were discussed, including NNMREC, P MEC, and the baseline work to be performed by the Sentinel.

Allen reported on a recent meeting of the Sub-Group to Develop a City Manager Evaluation Process. He noted that John Baker had attended the last meeting and reviewed various evaluation scenarios and information. Another meeting will be held in August.

Allen reported on a recent meeting of the Audit Committee. He noted that another meeting will be scheduled in the later part of September to review the final field work with the auditors, benchmarks, and other issues, which will be followed by updates to the City Council. He added that the Audit Committee will be taking a proactive role in presentations to the full City Council.

Allen reported on a recent meeting of the Infrastructure Task Force. He listed the members and noted that he had sent the notes that he had transcribed for that meeting. He noted that the Task Force will meet on the first and third Thursdays of each month through December with the plan to have a recommendation to the City Council at the first meeting in January.

Saelens reported that the Senior Center will be hosting a "Take Care of Yourself/Take Care of Your World" event on September 21.

Busby reported that Protiva had a busy weekend with a swim meet and the quilt show.

Allen noted that based on the recent Town Hall meeting, a Port Pedestrian Safety Task Force meeting will be scheduled after Labor Day for an update on the criteria to be used for developing alternate routes.

ADJOURNMENT

Having no further business, the meeting adjourned at 9:15 P.M.

Margaret M. Hawker, City Recorder

Sandra N. Roumagoux, Mayor

Report Criteria:

Detail report type printed

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
A & E Imaging	07/26/2013	21451	30131206402	Plotter Paper	80.00
A & E Imaging	07/26/2013	21451	30131206215	Freight	14.01
A to Z Databases	07/02/2013	21151	10111006301	Databases for reference	1,200.00
ABECO	07/19/2013	21329	40242206402	Copier agreement	7.35
ABECO	07/19/2013	21329	40141506209	copier lease - June	48.92
ABECO	07/02/2013	21152	40141606207	extra copies for B.ball cam	110.55
Aboveboard Electric, Inc	07/02/2013	21153	30434206115	repair neff st ps	104.30
Aboveboard Electric, Inc	07/02/2013	21153	10110356401	1 LED fixture, 5 lamps	214.00
Aboveboard Electric, Inc	07/19/2013	21330	30434106113	4 lights in OPS Room	555.69
Aboveboard Electric, Inc	07/19/2013	21330	30434206115	Disconnect #5 IPS Pump	80.00
Aboveboard Electric, Inc	07/19/2013	21330	30434206115	Repair UFD # 1 IPS	80.00
Aboveboard Electric, Inc	07/26/2013	21452	30333106014	Disconnect power for old	160.00
Aboveboard Electric, Inc	07/26/2013	21452	10110907013	reconnected new garage d	240.00
Aboveboard Electric, Inc	07/26/2013	21452	30333106115	Continuity check on signal l	80.00
Ace Alarms	07/02/2013	21154	10110356212	3rd quarter 2013 alarm mo	156.00
Ace Alarms	07/02/2013	21154	40141406212	3rd QTR Alarm Monitoring	66.00
Ace Alarms	07/02/2013	21154	10111006212	3rd quarter 2013 alarm mo	90.00
Ace Alarms	07/02/2013	21154	40343106212	3rd quarter 2013 alarm mo	90.00
Ace Alarms	07/02/2013	21154	40242206212	3rd QTR 2013 Alarm Monit	66.00
Ace Alarms	07/02/2013	21154	40242206212	Alarm Monitor- 3rd QTR 20	108.00
Ace Alarms	07/02/2013	21154	40141506212	3rd QRT Alarm Monitoring	90.00
Ace Alarms	07/02/2013	21154	10110706212	3rd quarter 2013 alarm mo	66.00
Ace Alarms	07/02/2013	21154	40141306212	60+ 3rd quarter 2013 alarm	90.00
Ace Alarms	07/02/2013	21154	40343106212	3rd quarter 2013 alarm mo	90.00
Ace Alarms	07/02/2013	21154	30333106212	3rd QTR alarm Monitoring-	72.00
Advantage Precast, Inc.	07/26/2013	21453	30232206501	CATCHbasin frame and gr	1,020.00
Affordable Gutter Care	07/19/2013	21331	10110356113	Add Downspouts - Pool Bld	725.00
Agate Beach Supply Co.	07/12/2013	21252	10110906419	Paint to repaint outside of s	405.90
Agate Beach Supply Co.	07/12/2013	21252	10110906401	brushes, covers, supplies,	118.05
Airgas USA, LLC	07/12/2013	21253	10110906415	hydro requalification test	69.79
Airgas USA, LLC	07/12/2013	21253	10110906415	Oxygen cylinders refill	14.05
Alan Brown Tire Center	07/19/2013	21332	30232206114	Tires	1,887.96
Allen, Josephine G	07/12/2013	21254	40141606026	Instructor Pay June	192.50
Allstart Auto Electric, Inc	07/02/2013	21155	30434206113	Battery for mower	19.00
Alsea Bay Power Products	07/19/2013	21333	40242106102	Riding Mower Rental	374.00
Alsea Bay Power Products	07/19/2013	21333	30434206403	nonethanol fuel	27.50
Alsea Bay Power Products	07/19/2013	21333	30434206403	nonethanol fuel	55.00
Alsea Bay Power Products	07/02/2013	21156	10110906114	Maintenance B.R.	53.00
Altermatt Associates, Inc.	07/19/2013	21334	40343106242	Pac Improvementproject	1,580.00
American Security Alarms	07/19/2013	21335	30333106212	Fire alarm monitoring for 3	89.85
Analytical Laboratory & Consul	07/19/2013	21336	30333106029	Coliform Testing	320.00
Analytical Laboratory & Consul	07/19/2013	21336	30434106408	biosolids test	395.00
APWA	07/19/2013	21337	30434206216	Spring School - Theurer	112.20
Aronson Security Group, Inc	07/26/2013	21454	30333106212	Wireless system for entry d	328.24
Associated Cleaning Serv., Inc	07/19/2013	21338	10110356101	Service calls Port dock RR	175.00
Associated Cleaning Serv., Inc	07/12/2013	21255	10110706101	Carpet cleanig in RWA Jun	135.00
Associated Cleaning Serv., Inc	07/26/2013	21455	40343106101	June Credit-Cancelled Abb	350.20-
Associated Cleaning Serv., Inc	07/26/2013	21455	10113506101	Cancelled abbey St. Pier S	437.75-
Associated Cleaning Serv., Inc	07/26/2013	21455	10113506101	Newport cleaning contract	7,028.00
Associated Cleaning Serv., Inc	07/19/2013	21338	10110356101	Service calls Don Davis R	35.00
Associated Cleaning Serv., Inc	07/19/2013	21338	10110356101	Service calls Bay Front RR	35.00
Astra Industrial Services, Inc	07/19/2013	21339	30434106229	Backflow prevention kit, So	273.92
			30333906229	TRANSPOSED NUMBERS	27.00-
			30333906229	TRANSPOSED NUMBERS	27.00

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
Astra Industrial Services, Inc	07/19/2013	21339	30333906229	Credit on account - refund	27.00-
AT&T	07/19/2013	21340	10110706205	22 cell phones 06/07/13 - 0	690.36
B2 Equipment Co., Inc.	07/26/2013	21456	30333106501	Gallonage tape for bulk ch	535.00
Barran Liebman Attorneys, LLP	07/19/2013	21342	10110206004	investigation	5,980.96
Barran Liebman Attorneys, LLP	07/19/2013	21342	10110206004	employment Advice	2,420.00
Barrelhead Supply, Inc	07/19/2013	21343	30333506414	AAA batteries	4.56
Barrelhead Supply, Inc	07/19/2013	21343	30232206501	8" Pipe	107.29
Barrelhead Supply, Inc	07/19/2013	21343	30434106415	dust masks	41.44
Barrelhead Supply, Inc	07/19/2013	21343	30434106501	push brooms	82.97
Barrelhead Supply, Inc	07/02/2013	21158	10110906503	materials/foam parts for 32	12.36
Barrelhead Supply, Inc	07/02/2013	21158	30434106111	glue,pipe fittings	21.17
Barrelhead Supply, Inc	07/02/2013	21158	30434106111	drain grate	4.10
Barrelhead Supply, Inc	07/02/2013	21158	30434206115	pipe parts	227.67
Barrelhead Supply, Inc	07/02/2013	21158	30333206419	ORANGE MARKING PAIN	38.94
Barrelhead Supply, Inc	07/02/2013	21158	30333206523	GRADE STAKES	22.86
Barrelhead Supply, Inc	07/02/2013	21158	10110906113	Moss killer for roof-3300	23.80
Barrelhead Supply, Inc	07/26/2013	21457	10113106401	hose/ water key	40.97
Barrelhead Supply, Inc	07/26/2013	21457	10113106501	door closer	593.80
Barrelhead Supply, Inc	07/26/2013	21457	30333206523	2" PVC PARTS	66.52
Barrelhead Supply, Inc	07/26/2013	21457	30232106401	3"water pipe	37.29
Barrelhead Supply, Inc	07/26/2013	21457	10110356113	Betty Wheeler Wall Repair	1,418.47
Barrett Business Services, Inc	07/26/2013	21458	40242206009	Jonathan Kosydar/william r	751.45
Barrett Business Services, Inc	07/26/2013	21458	10113306009	Parks Maint temps	824.85
Barrett Business Services, Inc	07/26/2013	21458	30333206009	COLBY ARCHER-- EXTRA	451.20
Barrett Business Services, Inc	07/26/2013	21458	40242106009	William G Rowe	478.80
Barrett Business Services, Inc	07/26/2013	21458	40141506009	Temp Help - Building Atten	279.22
Barrett Business Services, Inc	07/19/2013	21344	40242106009	William G Rowe	598.50
Barrett Business Services, Inc	07/19/2013	21344	40242206009	June Temps - Kosydar & R	578.55
Barrett Business Services, Inc	07/19/2013	21344	10110356009	FAPM Temps - June -Smit	1,128.00
Barrett Business Services, Inc	07/19/2013	21344	30333206009	Extra Help - June - Archer	556.95
Barrett Business Services, Inc	07/19/2013	21344	30434106009	Temp - June - Qual	558.80
Barrett Business Services, Inc	07/19/2013	21344	40141506009	payment for Wes Rue	297.43
Barrett Business Svices, Inc	07/02/2013	21159	10110356009	Aaron Erickson	564.00
Barrett Business Svices, Inc	07/02/2013	21159	30333205020	EXTRA HELP	105.75
Barrett Business Svices, Inc	07/02/2013	21159	10110356009	Mark Smith	451.20
Barrett Business Svices, Inc	07/02/2013	21159	10110356009	Parks Maint temps	1,015.20
Barrett Business Svices, Inc	07/02/2013	21159	30333206009	EXTRA HELP	564.00
Barrett Business Svices, Inc	07/12/2013	21256	40242106009	Jonathan L Kosydar	239.40
Barrett Business Svices, Inc	07/12/2013	21256	40141505020	Temp building Attend. June	213.89
Barrett Business Svices, Inc	07/02/2013	21159	30333205020	Reverse wrong expense co	105.75-
Barrett Business Svices, Inc	07/02/2013	21159	30333206009	corrcrt wrong expense code	105.75
Bendel, Amy	07/12/2013	21257	40141606026	Instructor Pay - June 2013	453.60
Big Bend Community College	07/19/2013	21345	10110906216	Butterfield,Johnson,Parker-	3,177.00
Bigfoot Beverages	07/02/2013	21160	40242206406	Coffee Concessions for FB	52.72
Bigfoot Beverages	07/02/2013	21160	40141506406	pop for re-sale	126.00
Bigfoot Beverages	07/12/2013	21259	40242206406	Coffee Concessions for FB	35.02
Bigfoot Beverages	07/12/2013	21259	40141506406	POP for Resale	182.00
Bigfoot Beverages	07/19/2013	21346	40141506406	pop for re-sale	181.00
Bigfoot Beverages	07/26/2013	21459	40242206406	Coffee for FBO	28.57
Bluetarp Financial	07/02/2013	21161	30434106111	spayer pump	99.53
Blumenthal Uniforms & Equipmnt	07/19/2013	21347	10110706407	PD-2 pair Flying Cross Cla	176.00
Braxling & Braxling, Inc	07/19/2013	21348	30232106420	Rock Nye St Ball park	1,841.73
Braxling & Braxling, Inc	07/19/2013	21348	30333206420	Rock	926.17
BRENNTAG PACIFIC, INC	07/02/2013	21163	30333106408	Citric tote deposit credit	750.00-
BRENNTAG PACIFIC, INC	07/02/2013	21163	30333106408	Sodium Hypochlorite	3,492.95
BRENNTAG PACIFIC, INC	07/19/2013	21349	30333106408	Drum Return - 06/28/2013	750.00-
BRENNTAG PACIFIC, INC	07/19/2013	21349	30434106408	HTH CL2	1,689.15

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
BRENNTAG PACIFIC, INC	07/19/2013	21349	30333106408	2 totes of citric acid	5,154.50
BRENNTAG PACIFIC, INC	07/19/2013	21349	30434106408	hth tabs	1,590.69
BRENNTAG PACIFIC, INC	07/02/2013	21163	30434106408	Sodium Hypochlorite	3,492.95
BRIM Tractor Company	07/12/2013	21260	40242106506	New operations mower	12,843.00
Brown & Caldwell	07/02/2013	21164	30434506025	Big Cr Force Main	7,291.97
Brown & Caldwell	07/02/2013	21164	30434506025	Agate Beach WW Improve	473.00
Brown & Caldwell	07/02/2013	21164	60161106025	Big Cr Force Main	1,493.53
Building Department, LLC , The	07/19/2013	21350	40444106014	06/13 electrical inspections	970.50
Building Department, LLC , The	07/19/2013	21350	40444106015	06/13 Plumbing inspection	243.38
Building Department, LLC , The	07/19/2013	21350	40444106012	06/13 Plan Reviews	462.00
Building Department, LLC , The	07/19/2013	21350	40444106012	06/13 VRD inspections	440.00
Cafe Stephanie	07/19/2013	21351	30131106405	coffee cambro safety meeti	15.00
Carkulis, Sophie	07/12/2013	21261	40141606413	Reimburse for Movie Ticket	7.00
Carquest Auto Parts Stores	07/19/2013	21352	30333206114	HYD FILTER	31.45
Carquest Auto Parts Stores	07/19/2013	21352	30232106426	Diesel cleaner	23.42
Carquest Auto Parts Stores	07/19/2013	21352	10110356112	Brake parts	193.58
Carquest Auto Parts Stores	07/19/2013	21352	30333206112	vent visor	39.59
Carquest Auto Parts Stores	07/19/2013	21352	30232106114	Fittings	4.38
Carquest Auto Parts Stores	07/19/2013	21352	10113306114	Backup Alarm	39.59
Carquest Auto Parts Stores	07/19/2013	21352	10113306114	Paking Brake release Hand	15.03
Carquest Auto Parts Stores	07/19/2013	21352	10113306508	Pick set for working on Equ	10.99
Carquest Auto Parts Stores	07/19/2013	21352	30232106114	paint for hitch	7.45
Carquest Auto Parts Stores	07/02/2013	21165	30434106112	oil for 55o ford	34.91
Carquest Auto Parts Stores	07/02/2013	21165	30232106114	belts	37.66
Carquest Auto Parts Stores	07/26/2013	21460	30333206523	ANTI SEIZE LUBE	9.19
Carquest Auto Parts Stores	07/26/2013	21460	10113306114	Engine Enamel Orm-D for	7.45
Carquest Auto Parts Stores	07/26/2013	21460	30232106112	Coupler - Shop Truck	8.72
Carquest Auto Parts Stores	07/26/2013	21460	30333206508	Socket & Adapter	18.03
Carquest Auto Parts Stores	07/26/2013	21460	10113306114	Hose Connector and Antifr	38.81
Carquest Auto Parts Stores	07/26/2013	21460	10113306112	Brake rotors and calipers a	475.24
Carquest Auto Parts Stores	07/26/2013	21460	30232106114	mud flap	19.35
Carquest Auto Parts Stores	07/26/2013	21460	10113306114	Door Handle	6.87
Carquest Auto Parts Stores	07/19/2013	21352	10110356215	Shipping	28.11
Carson Oil Co	07/19/2013	21353	30232206403	THF Oil	86.38
Carson Oil Co	07/19/2013	21353	30232106403	Fuel - Streets	71.05
Carson Oil Co	07/02/2013	21166	40141306403	60+ fuel 06/07/2013	78.05
Carson Oil Co	07/12/2013	21262	10110706403	gasoline 6/26/13 in Salem	63.28
Cascade Fire Equipment Company	07/12/2013	21263	10110906504	two black helmets; 3 yellow	1,267.86
CASELLE	07/12/2013	21264	10110506305	Contract Support & Maint -	1,398.00
CDW Government, Inc	07/26/2013	21462	10110256303	Polycom Phones	5,250.00
CDW Government, Inc	07/19/2013	21354	10110256303	Polycom phones	22,260.00
Celtic Heritage Alliance	07/12/2013	21265	40343106241	Reimbursement for Ads Ore	400.00
Celtic Heritage Alliance	07/12/2013	21265	40343106241	Reimbursement for Ads Se	280.00
Celtic Heritage Alliance	07/12/2013	21265	40343106241	Reimbursement for AdsPort	48.55
Celtic Heritage Alliance	07/02/2013	21167	40343106241	Reimbursement for Ads usi	287.30
Celtic Heritage Alliance	07/02/2013	21167	40343106241	Reimbursement for Ads usi	318.00
Cengage Learning, Inc.	07/02/2013	21168	10111006301	Chilton database for Refer	1,365.00
Cengage Learning, Inc.	07/02/2013	21168	10111006509	reference book on fashion	100.00
Cengage Learning, Inc.	07/02/2013	21168	10111006510	"Husband List"	31.00
Cengage Learning, Inc.	07/02/2013	21168	10111006215	credit for shipping charge	12.32-
Cengage Learning, Inc.	07/02/2013	21168	10111006215	credit for shipping charge	9.87-
Cengage Learning, Inc.	07/02/2013	21168	10111006215	credit for shipping charge	9.87-
Cengage Learning, Inc.	07/02/2013	21168	10111006215	credit for shipping charge	8.60-
Cengage Learning, Inc.	07/12/2013	21266	10111006301	reference e-books subscrip	300.00
Cengage Learning, Inc.	07/12/2013	21266	10111006301	refund for overcharge on e-	100.00-
Central Coast Excavating, Inc	07/02/2013	21169	30434206116	repair nw 12th st sewer ma	2,727.25
Central Coast Excavating, Inc	07/26/2013	21463	30434206116	repair nw 3rd st sewer	12,730.00

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
Central Lincoln P.U.D	07/02/2013	21170	30434106103	power bill for 32nd st ps	87.59
Central Lincoln P.U.D	07/02/2013	21170	30434106103	power bill for spring st ps	38.07
Central Lincoln P.U.D	07/02/2013	21170	30434106103	power bill for park st ps	68.03
Central Lincoln P.U.D	07/02/2013	21170	30434106103	power bill for nye beach ps	770.36
Central Lincoln P.U.D	07/02/2013	21170	30434106103	power bill for neff st	23.91
Central Lincoln P.U.D	07/02/2013	21170	30333206103	ELCTRICAL FOR PUMP S	220.64
Central Lincoln P.U.D	07/02/2013	21170	30434106103	power bill for schooner cr p	335.80
Central Lincoln P.U.D	07/02/2013	21170	40343106104	Welcome sign by Pacific sh	26.87
Central Lincoln P.U.D	07/02/2013	21170	10110356103	Agate Beach Restrooms	31.53
Central Lincoln P.U.D	07/02/2013	21170	30333206103	ELECTRICITY PS	396.87
Central Lincoln P.U.D	07/02/2013	21170	30434106103	power bill for 48th st ps	211.58
Central Lincoln P.U.D	07/02/2013	21170	30333106103	Siletz pipe line rectifier stati	26.04
Central Lincoln P.U.D	07/02/2013	21170	30333106103	siletz pump station	126.49
Central Lincoln P.U.D	07/02/2013	21170	30434106103	power bill for minnie st ps	31.53
Central Lincoln P.U.D	07/02/2013	21170	10110906103	Fire - 225 NE 73rd St.	44.62
Central Lincoln P.U.D	07/02/2013	21170	10119006103	Signal light- Hwy 101 & Lig	51.86
Central Lincoln P.U.D	07/02/2013	21170	30434106103	power bill for neola point ps	27.50
Central Lincoln P.U.D	07/12/2013	21267	40343106103	abbey & bay blvd RR	90.87
Central Lincoln P.U.D	07/12/2013	21267	40343106103	Abbey St. Pier	57.07
Central Lincoln P.U.D	07/12/2013	21267	10119006104	hwy 20 & john moore	47.45
Central Lincoln P.U.D	07/12/2013	21267	10119006104	Signal Light 101 & NE 25th	33.04
Central Lincoln P.U.D	07/12/2013	21267	10110906103	Fire-245 NW 10th St	476.13
Central Lincoln P.U.D	07/12/2013	21267	40141406103	Swimming Pool Power	1,155.70
Central Lincoln P.U.D	07/12/2013	21267	40343106104	running springs st lights	113.96
Central Lincoln P.U.D	07/12/2013	21267	40343106103	Welcome sign on Hwy 20	28.38
Central Lincoln P.U.D	07/12/2013	21267	40141506103	Rec Center Electric	1,340.14
Central Lincoln P.U.D	07/12/2013	21267	10119006103	% City Hall Electric	319.70
Central Lincoln P.U.D	07/12/2013	21267	10119006104	Signal lights 101 & NE 20th	37.88
Central Lincoln P.U.D	07/12/2013	21267	10119006104	Hwy 101 & NE 11th St	37.38
Central Lincoln P.U.D	07/12/2013	21267	40343106103	Hurbert St. RR	28.82
Central Lincoln P.U.D	07/12/2013	21267	40343106104	Bay St/blvd Street lights	58.90
Central Lincoln P.U.D	07/12/2013	21267	40343106104	Case St Parking St lights	60.79
Central Lincoln P.U.D	07/12/2013	21267	40343106104	Abbey St. Parking St lights	55.75
Central Lincoln P.U.D	07/12/2013	21267	40343106103	Mariner Square RR	28.32
Central Lincoln P.U.D	07/12/2013	21267	10119006104	Lights NE Chambers Ct.	27.12
Central Lincoln P.U.D	07/12/2013	21267	10119006104	Canyon Way St. Lights	75.76
Central Lincoln P.U.D	07/12/2013	21267	10119006104	Port Dock 7 St. lights	50.53
Central Lincoln P.U.D	07/19/2013	21355	30434106103	3rd St. PS	38.70
Central Lincoln P.U.D	07/19/2013	21355	10119006104	Signal light- 101 & Hurbert	40.90
Central Lincoln P.U.D	07/19/2013	21355	40141306103	60 + electric	593.60
Central Lincoln P.U.D	07/19/2013	21355	30333206103	Candle Tree sub pump stat	654.67
Central Lincoln P.U.D	07/19/2013	21355	30434106103	Southshore PS	412.26
Central Lincoln P.U.D	07/19/2013	21355	40242106103	Airport gate & light	26.53
Central Lincoln P.U.D	07/19/2013	21355	40242206103	Airport FBO	214.65
Central Lincoln P.U.D	07/19/2013	21355	40242106103	120 SE 84th St - Airport	76.90
Central Lincoln P.U.D	07/19/2013	21355	40242106103	Airport jet ramp	52.92
Central Lincoln P.U.D	07/19/2013	21355	40242106103	Airport Localizer Bldg	46.12
Central Lincoln P.U.D	07/19/2013	21355	40242106103	Airport Quonset Hut	88.79
Central Lincoln P.U.D	07/19/2013	21355	40242106103	June power- Airport Storag	30.90
Central Lincoln P.U.D	07/19/2013	21355	40242106103	Airport AWOS Lights	51.54
Central Lincoln P.U.D	07/19/2013	21355	40242106103	Airport Landing Lights	130.22
Central Lincoln P.U.D	07/19/2013	21355	30434106103	OSU PS	164.81
Central Lincoln P.U.D	07/19/2013	21355	40343106103	June Power- VAC	313.12
Central Lincoln P.U.D	07/19/2013	21355	40343106103	Don Davis RR	41.72
Central Lincoln P.U.D	07/19/2013	21355	30434106103	56th st Pump Station	94.89
Central Lincoln P.U.D	07/19/2013	21355	30333206103	54th st control valve	23.35
Central Lincoln P.U.D	07/19/2013	21355	30434106103	42nd St Pump Station	25.98

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
Central Lincoln P.U.D	07/19/2013	21355	30434106103	Big Cr. Pump Station	1,299.41
Central Lincoln P.U.D	07/19/2013	21355	10110356103	Frank Wade Field lights	48.32
Central Lincoln P.U.D	07/19/2013	21355	10110356103	Frank wade Pitching lights	60.04
Central Lincoln P.U.D	07/19/2013	21355	30333206103	Lakewood Pump Station	23.47
Central Lincoln P.U.D	07/19/2013	21355	30333206103	pumpstation-lakewood	37.38
Central Lincoln P.U.D	07/19/2013	21355	10110356103	Big Creek park shelter elec	26.61
Central Lincoln P.U.D	07/19/2013	21355	10110356103	Betty Wheeler Field Lights	68.65
Central Lincoln P.U.D	07/19/2013	21355	30434106103	NE 10th & Eads Pump Stat	25.43
Central Lincoln P.U.D	07/19/2013	21355	30434106103	San Bayo Pump Station	26.81
Central Lincoln P.U.D	07/19/2013	21355	40141606103	Big Creek Clubhouse	42.16
Central Lincoln P.U.D	07/19/2013	21355	10110356103	Frank wade Tennis Court	30.58
Central Lincoln P.U.D	07/19/2013	21355	30333206103	Control Valve power-npt ba	23.35
Central Lincoln P.U.D	07/19/2013	21355	30434106103	Embarcadero PS	46.57
Central Lincoln P.U.D	07/19/2013	21355	30333206103	Tank power @ shops	48.92
Central Lincoln P.U.D	07/19/2013	21355	30232106104	City shops flood light	114.07
Central Lincoln P.U.D	07/19/2013	21355	30333206103	power shop/NE Harney CV	24.98
Central Lincoln P.U.D	07/19/2013	21355	10110356103	City shops	39.96
Central Lincoln P.U.D	07/19/2013	21355	40343106104	Welcome sign by Airport	24.86
Central Lincoln P.U.D	07/19/2013	21355	30434106103	IPS	3,179.53
Central Lincoln P.U.D	07/19/2013	21355	30333206103	Yaquina Heights Water tan	94.19
Central Lincoln P.U.D	07/19/2013	21355	40242106103	120 SE 84th St - Airport	68.91
Central Lincoln P.U.D	07/19/2013	21355	10119006104	Signal Light - 101 & NE 6th	45.18
Central Lincoln P.U.D	07/19/2013	21355	30434106103	Northside PS	1,635.93
Central Lincoln P.U.D	07/19/2013	21355	30434106103	Bayfront PS	494.89
Central Lincoln P.U.D	07/19/2013	21355	40242106103	Police Gate at Airport	11.70
Central Lincoln P.U.D	07/19/2013	21355	40242106103	North end of Runway	24.04
Central Lincoln P.U.D	07/19/2013	21355	30434106103	WWTP	8,468.44
Central Lincoln P.U.D	07/19/2013	21355	30434106103	Eads St PS	275.93
Central Lincoln P.U.D	07/19/2013	21355	40343106103	Coast St & Beach Dr - Arch	27.50
Central Lincoln P.U.D	07/19/2013	21355	40242106103	Airport # D	49.78
Central Lincoln P.U.D	07/19/2013	21355	30434106103	70th St Pump Station	23.60
Central Lincoln P.U.D	07/19/2013	21355	10110906103	420 NW Nye St. -Train Fac	24.66
Central Lincoln P.U.D	07/19/2013	21355	30333206103	SE 40th St PS	210.09
Central Lincoln P.U.D	07/19/2013	21355	10119006104	Street lights at college	37.07
Central Lincoln P.U.D	07/19/2013	21355	10119006104	Street lights at college	56.89
Central Lincoln P.U.D	07/19/2013	21355	10119006104	Street lights at college	38.51
Central Lincoln P.U.D	07/19/2013	21355	10119006104	Street lights at college	39.83
Central Lincoln P.U.D	07/19/2013	21355	10119006104	Street lights at college	41.66
Central Lincoln P.U.D	07/19/2013	21355	10119006104	Metered Lighting - Ellis St.	38.64
Central Lincoln P.U.D	07/19/2013	21355	10119006103	Corner of Pacific way & os	80.04
Central Lincoln P.U.D	07/19/2013	21355	10119006104	Street Lights OSU Dr.	85.39
Central Lincoln P.U.D	07/19/2013	21355	10119006104	St. Lights OSU Dr.	88.60
Central Lincoln P.U.D	07/19/2013	21355	10119006104	Street lights	15,391.97
Central Lincoln P.U.D	07/19/2013	21355	10119006104	Street Lights	487.72
Central Lincoln P.U.D	07/19/2013	21355	10110356103	Frank Wade Scoreboard	27.12
Central Lincoln P.U.D	07/19/2013	21355	10110356103	Betty Wheeler Flood Lights	79.73
Central Lincoln P.U.D	07/19/2013	21355	30333206103	Control Valve Power/City s	27.12
Central Lincoln P.U.D	07/19/2013	21355	30434106103	John moore Rd & bay Blvd	27.12
Central Lincoln P.U.D	07/19/2013	21355	10110906103	Emergency Lights by Airpo	53.44
Central Lincoln P.U.D	07/19/2013	21355	40343106103	SW Angle St. City Clock	42.22
Central Lincoln P.U.D	07/19/2013	21355	30333106103	WTP Electric	8,200.31
Central Lincoln P.U.D	07/26/2013	21464	10111006103	Library Electric bill	851.50
Central Lincoln P.U.D	07/26/2013	21464	10110906103	Fire - 145 SE 72nd St	108.93
Central Lincoln P.U.D	07/26/2013	21464	10110906103	Airport Fire Station Gate	24.66
Central Lincoln P.U.D	07/26/2013	21464	30333106103	Siletz Pump Station	187.13
Central Lincoln P.U.D	07/26/2013	21464	10110356103	Literacy Park Lighting	23.35
Central Lincoln P.U.D	07/26/2013	21464	10110356103	Wilder Twin Parks	23.06

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Central Lincoln P.U.D	07/31/2013	21514	30333207003	NEW POWER SERVICE	642.61
Central Lincoln P.U.D	07/12/2013	21267	10119006104	running springs st lights	145.70
Central Lincoln P.U.D	07/12/2013	21267	10114006103	% City Hall Electric	114.18
Central Lincoln P.U.D	07/19/2013	21355	30333206103	City shops flood light	114.07
Central Lincoln P.U.D	07/19/2013	21355	30232106103	City shops	39.96
Central Lincoln P.U.D	07/19/2013	21355	10110706103	Police Gate at Airport	11.71
Central Lincoln P.U.D	07/19/2013	21355	40343106104	Ornamental Street lights	3,226.60
Central Lincoln P.U.D	07/19/2013	21355	40343106104	Ornamental Street Lights	42.73
Central Lincoln P.U.D	07/31/2013	21514	30232207003	NEW POWER SERVICE	321.31
Central Lincoln P.U.D	07/12/2013	21267	30131106103	% City Hall Electric	159.85
Central Lincoln P.U.D	07/19/2013	21355	10110356103	City shops flood light	114.07
Central Lincoln P.U.D	07/19/2013	21355	30333206103	City shops	39.96
Central Lincoln P.U.D	07/31/2013	21514	30232107003	NEW POWER SERVICE	321.30
Central Lincoln P.U.D	07/12/2013	21267	30131206103	% City Hall Electric	159.85
Central Lincoln P.U.D	07/12/2013	21267	10110256103	% City Hall Electric	45.67
Central Lincoln P.U.D	07/12/2013	21267	10110206103	% City Hall Electric	137.02
Central Lincoln P.U.D	07/12/2013	21267	10110526103	% City Hall Electric	22.84
Central Lincoln P.U.D	07/12/2013	21267	10110306103	% City Hall Electric	68.51
Central Lincoln P.U.D	07/12/2013	21267	10110106103	% City Hall Electric	182.69
Central Lincoln P.U.D	07/12/2013	21267	10110506103	% City Hall Electric	159.85
Central Lincoln P.U.D	07/12/2013	21267	10110706103	% City Hall Electric	913.44
Central Oregon Coast Training Officers A	07/12/2013	21268	10110906213	Membership dues	465.00
Century Link	07/12/2013	21269	40343106204	Vac Alarm	40.71
Century Link	07/12/2013	21269	10110206204	Telephone Bill	789.44
Century Link	07/19/2013	21356	10110206204	June Phone Bill %	20.68
Century Link	07/19/2013	21356	40343106212	VAC-Alarm	40.80
Century Link	07/19/2013	21356	30333206204	Telemetry	40.71
Century Link	07/19/2013	21356	30333206204	June Telemetry	40.71
Century Link	07/12/2013	21269	10110256204	Telephone Bill	23.28
Century Link	07/19/2013	21356	10110306204	June Phone Bill %	3.23
Century Link	07/12/2013	21269	10110306204	Phone Bill-	23.28
Century Link	07/19/2013	21356	10110506204	June Phone Bill %	38.22
Century Link	07/12/2013	21269	10110506204	Phone Bill-	69.95
Century Link	07/19/2013	21356	10110706204	June Phone Bill %	45.38
Century Link	07/12/2013	21269	10110706204	Phone Bill-	314.60
Century Link	07/19/2013	21356	10110906204	June Phone Bill %	18.10
Century Link	07/12/2013	21269	10110906204	Phone Bill-	147.06
Century Link	07/19/2013	21356	10111006204	June Phone Bill %	7.72
Century Link	07/12/2013	21269	10111006204	Phone Bill-	530.12
Century Link	07/19/2013	21356	10114006204	June Phone Bill %	20.57
Century Link	07/12/2013	21269	10114006204	Phone Bill-	46.56
Century Link	07/19/2013	21356	30131106204	June Phone Bill %	.27
Century Link	07/12/2013	21269	30131106204	Phone Bill-	134.93
Century Link	07/19/2013	21356	30131206204	June Phone Bill %	29.65
Century Link	07/12/2013	21269	30131206204	Phone Bill-	69.95
Century Link	07/19/2013	21356	30232106204	June Phone Bill %	2.85
Century Link	07/12/2013	21269	30232106204	Phone Bill-	34.92
Century Link	07/19/2013	21356	30333106204	June Phone Bill %	3.77
Century Link	07/12/2013	21269	30232206204	Phone Bill-	34.92
Century Link	07/19/2013	21356	30333206204	June Phone Bill %	10.46
Century Link	07/12/2013	21269	30333106204	Phone Bill-	178.12
Century Link	07/19/2013	21356	30434106204	June Phone Bill %	18.76
Century Link	07/12/2013	21269	30333206204	Phone Bill-	106.07
Century Link	07/19/2013	21356	40141106204	June Phone Bill %	15.03
Century Link	07/12/2013	21269	30434106204	Phone Bill-	302.96
Century Link	07/19/2013	21356	40141506204	June Phone Bill %	1.56
Century Link	07/12/2013	21269	40141306204	Phone Bill-	107.47

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
Century Link	07/19/2013	21356	40141306204	June Phone Bill %	1.58
Century Link	07/12/2013	21269	40141506204	Phone Bill-	321.99
Century Link	07/19/2013	21356	40141406204	June Phone Bill %	.93
Century Link	07/12/2013	21269	40343106204	Phone Bill-VAC	104.85
Century Link	07/19/2013	21356	40242106204	June Phone Bill %	12.45
Century Link	07/19/2013	21356	40343106204	June Phone Bill % - VAC	33.22
Chamber Comm Corp	07/12/2013	21270	40343106207	DNC- Commercial Ads	4,700.00
Chamber Comm Corp	07/12/2013	21270	40343106207	DNC- Commercial Ads	300.00
Charter Communications	07/19/2013	21357	40141506206	MUZAK TO DELIGHT OU	31.66
Charter Communications	07/02/2013	21171	40141506240	Muzak for Rec. Center	31.66
Chase Park Grants LLC	07/02/2013	21172	30434306034	T.O. 3.01 Agate Beach	1,308.30
Chase Park Grants LLC	07/26/2013	21465	30434506034	General Services Task 1 F	21,376.86
Chase Park Grants LLC	07/02/2013	21172	60161106034	T.O. 3.02 Bay Road	2,105.48
Chase Park Grants LLC	07/26/2013	21465	60161106034	General Services Task 2 F	45,425.84
Chase Park Grants LLC	07/02/2013	21172	30434506034	June 2013 site visit and pri	75.88
Chase Park Grants LLC	07/02/2013	21172	30333506034	June 2013 site visit and pri	75.88
Chase Park Grants LLC	07/02/2013	21172	30434506034	June 2013 site visit and pri	75.88
Chase Park Grants LLC	07/02/2013	21172	30333506034	June 2013 site visit and pri	75.88
Chase Park Grants LLC	07/02/2013	21172	30333506034	June 2013 site visit and pri	75.88
Chase Park Grants LLC	07/02/2013	21172	30333506034	June 2013 site visit and pri	75.88
Chase Park Grants LLC	07/02/2013	21172	30333506034	June 2013 site visit and pri	75.88
Chase Park Grants LLC	07/02/2013	21172	30333506034	June 2013 site visit and pri	75.88
Chase Park Grants LLC	07/02/2013	21172	30434506034	June 2013 site visit and pri	75.88
Chase Park Grants LLC	07/02/2013	21172	30434506034	June 2013 site visit and pri	75.88
Chase Park Grants LLC	07/02/2013	21172	30434506034	June 2013 site visit and pri	75.88
Chase Park Grants LLC	07/02/2013	21172	30434506034	June 2013 site visit and pri	75.88
Chase Park Grants LLC	07/02/2013	21172	30333506034	June 2013 site visit and pri	75.89
Chase Park Grants LLC	07/02/2013	21172	30434306034	Reverse wrong cost center	1,308.30-
Chase Park Grants LLC	07/02/2013	21172	30434506034	Correct wrong cost center-	1,308.30
Cheek, Rebecca	07/12/2013	21271	40141606026	INSTRUCTOR Pay - June	53.20
Civil West Engineering Service	07/19/2013	21358	30333506025	Seal Rock Inertie	1,353.65
Civil West Engineering Service	07/19/2013	21358	30333506025	Water rights Revision	650.00
Civil West Engineering Service	07/19/2013	21358	30333506025	Agate Beach Storage Tank	1,138.75
Civil West Engineering Service	07/19/2013	21358	60161106025	SB Sewer & Water	13,171.41
Civil West Engineering Service	07/19/2013	21358	60161106025	Ash St improvements	2,286.15
Civil West Engineering Service	07/19/2013	21358	60161106025	GIS Mapping	5,681.07
Civil West Engineering Service	07/19/2013	21358	30333506025	Big Creek Dam Outlet Reh	1,768.30
Civil West Engineering Service	07/19/2013	21358	60161106025	stormwater evaluation	3,223.50
Civil West Engineering Service	07/19/2013	21358	30434506025	SB Sewer & Water	290.91
Civil West Engineering Service	07/19/2013	21358	30333506025	SB Sewer & Water	415.58
Clackamas Construction	07/19/2013	21359	60161107024	Payment # 1 / SE Ash St	84,310.13
Clemons, Julia E.R	07/12/2013	21272	40141606026	Instructor Pay - June 2013	302.40
Cline, Kathy	07/10/2013	21249	40101243	Payroll Advance - Cline	500.00
Coast Range Equipment and Repa	07/12/2013	21273	10110906114	Troubleshoot and repair co	290.35
Coast Range Equipment and Repa	07/19/2013	21360	30434206115	Repair #6 IPS	782.53
Coast Telecomm	07/02/2013	21174	10110906409	charger kit, base and progr	354.90
Coastal Arts Guild	07/02/2013	21175	10110556030	June 2013 Stuff Water Bills	160.00
Coastal Paper & Supply	07/12/2013	21274	40141406401	Janitorial Supplies - Pool	132.40
Coastal Paper & Supply	07/02/2013	21176	40141406401	cleaning supplies	40.60
Coastal Paper & Supply	07/19/2013	21361	40141406401	Pool janitorial supplies	527.04
COBBLESTONE PIZZA	07/19/2013	21362	10110906405	dinner for meeting	64.25
COBBLESTONE PIZZA	07/19/2013	21362	10110906405	lunch for meeting	48.00
Complete Wireless Solutions	07/19/2013	21363	30333206030	Radio Install	212.00
Complete Wireless Solutions	07/19/2013	21363	30333206112	Replace Radio Antenna	115.00
Complete Wireless Solutions	07/19/2013	21363	30131206432	Service for shops and PW	50.00
Complete Wireless Solutions	07/19/2013	21363	30333206508	Kenwood Radio	356.57

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
Complete Wireless Solutions	07/19/2013	21363	30232106432	Service for shops and PW	50.00
Complete Wireless Solutions	07/19/2013	21363	30333206432	Service for shops and PW	50.00
Complete Wireless Solutions	07/19/2013	21363	30131206432	Travel to site and return to	50.00
Complete Wireless Solutions	07/19/2013	21363	30232106432	Travel to site and return to	50.00
Complete Wireless Solutions	07/19/2013	21363	30333206432	Travel to site and return to	50.00
Consolidated Supply Co	07/02/2013	21177	30333206523	BRASS PARTS	798.22
Consolidated Supply Co	07/02/2013	21177	30333206523	ANGLE METER STOP	108.22
Consolidated Supply Co	07/19/2013	21364	30333206523	Brass Parts	973.98
Consolidated Supply Co	07/19/2013	21364	30333206523	returned Parts	798.22-
Consolidated Supply Co	07/19/2013	21364	30333206523	Ball Stops	690.00
Consolidated Supply Co	07/19/2013	21364	30333206523	Angle meter Stops	1,515.08
Consolidated Supply Co	07/19/2013	21364	30333206523	2" PVC Pipe	471.90
Consolidated Supply Co	07/19/2013	21364	30333206523	PVC Couplings	58.68
Copeland Lumber	07/26/2013	21466	30232206401	Mortar	19.07
Copeland Lumber	07/02/2013	21178	10110356113	Trim for pool windows	1.97
Coyle, Dan	07/19/2013	21365	40141706026	Survivor camp instructor	1,579.20
Creative Landscape & Maintence	07/12/2013	21275	10110706023	Abatement of 2234 NE Do	1,192.00
Cruise Master Engraving	07/12/2013	21276	10110906414	Passport nametags	146.15
Day Wireless Systems	07/12/2013	21277	10110906114	Part for Kenwood Radio	69.13
Day Wireless Systems	07/02/2013	21180	10110906114	Misc. Parts	209.32
Dell Financial Services	07/26/2013	21467	10110256308	COMPUTER LEASES	1,570.36
Dell Financial Services	07/26/2013	21467	10110256308	COMPUTER LEASES	4,006.64
Dell Financial Services	07/26/2013	21467	10110256308	COMPUTER LEASES	2,187.39
Dell Marketing L.P	07/26/2013	21468	10110706303	Targus drifter II laptop back	50.06
Dell Marketing L.P	07/26/2013	21468	10110706303	Replacement laptop for Det	2,976.44
Dennis, Lynn T	07/19/2013	21367	10111006402	Riemburse for display supp	14.00
Detroit Industrial Tool	07/02/2013	21182	30333206508	DIAMOND SAW BLADES	505.76
Detroit Industrial Tool	07/02/2013	21182	30232106401	DIAMOND SAW BLADES	505.76
Dish Network	07/12/2013	21279	40242206234	Dish Network for FBO	43.00
DLT Solutions, Inc	07/19/2013	21368	30131206302	Autodesk Infrastructure De	2,745.60
DMV Driver & Motor Vehicle Ser	07/12/2013	21280	10110706213	Suspension Pkt. Officer Mil	11.50
DuBois, John	07/23/2013	21450	10101243	Payroll Advance on July H	175.00
Dutton, Richard	07/19/2013	21369	10110256201	MILEAGE REIMBURSEME	13.89
Dutton, Richard	07/19/2013	21369	10110256201	MILEAGE REIMBURSEME	11.87
E2 Electric, Inc	07/02/2013	21183	30333207003	WIRE MATERIAL CITY SH	4,234.50
E2 Electric, Inc	07/02/2013	21183	30232107003	WIRE MATERIAL CITY SH	2,117.25
E2 Electric, Inc	07/02/2013	21183	30333207003	ELECTRICAL MATERIALS	4,234.50
E2 Electric, Inc	07/02/2013	21183	30232107003	ELECTRICAL MATERIALS	2,117.25
E2 Electric, Inc	07/02/2013	21183	30232207003	ELECTRICAL MATERIALS	2,117.25
E2 Electric, Inc	07/02/2013	21183	30333207003	Reverse entry mistake	4,234.50-
E2 Electric, Inc	07/02/2013	21183	30232107003	Reverse entry mistake	2,117.25-
ECONorthwest	07/19/2013	21370	10114006030	UGB Expansion - Final Inv	550.00
Emerald Springs	07/12/2013	21281	10110506402	drinking water - Finance	24.90
Emerald Springs	07/19/2013	21371	30434106401	drinking water	45.30
Emerald Springs	07/19/2013	21371	10110506402	drinking water - Finance	7.95
Emergency Reporting	07/02/2013	21184	10110906306	yearly invoice Fire/EMS/Vis	2,123.00
Emergency Services Consulting	07/02/2013	21185	10110906030	1/3 cost of implem plan con	284.33
Englund Marine Supply	07/19/2013	21372	10110906503	App 0126- Center tray & St	33.64
Englund Marine Supply	07/19/2013	21372	30333106501	Hose clamps	8.56
Englund Marine Supply	07/19/2013	21372	30434206504	rain gaer for andrew	94.32
Englund Marine Supply	07/19/2013	21372	30232106114	Hose	145.13
Englund Marine Supply	07/19/2013	21372	30333206523	SS Pipe & Threading	56.39
Englund Marine Supply	07/19/2013	21372	30333206523	Pipe Threading	12.00
Englund Marine Supply	07/19/2013	21372	30333206523	Brass Nipple	13.91
Englund Marine Supply	07/19/2013	21372	40141306111	60+ Flagpole rope and eye	18.96
Englund Marine Supply	07/02/2013	21186	10110356113	Screw and washer for benc	14.08
Englund Marine Supply	07/26/2013	21469	30333106501	Hose Clamps	23.54

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
Englund Marine Supply	07/26/2013	21469	30333106501	5 rolls Teflon Tape	5.70
Englund Marine Supply	07/26/2013	21469	30232206114	hose	73.57
Fastenal Company	07/26/2013	21470	30232206401	Drill Bit	8.38
Fastenal Company	07/26/2013	21470	30232206401	Bolts	7.79
Fastenal Company	07/26/2013	21470	10113306501	Bolts to Attach Han Rail	25.30
Fastenal Company	07/02/2013	21187	30434106111	pliers	25.69
Fastenal Company	07/19/2013	21373	30232106401	Wipes	21.72
Fastenal Company	07/19/2013	21373	30232106419	Paint	31.63
Fire Service Bookstore	07/26/2013	21471	10110906216	5 Essentials of Firefighting	218.52
Fosmire, George	07/12/2013	21282	40141606026	Instructor Pay - June	21.00
Foundation Engineering, Inc	07/02/2013	21188	60161106025	Big Cr Road Slides	685.00
Foundation Engineering, Inc	07/02/2013	21188	60161106025	Tsunami Evac Area eval	7,835.06
Garage Door Sales	07/12/2013	21283	10110907013	New bay doors 3200	4,300.00
Garage Door Sales	07/02/2013	21189	30333106113	repair eye beam wiring and	200.00
GE CAPITAL	07/26/2013	21472	40141506245	COPIER LEASE	110.00
GE CAPITAL	07/02/2013	21190	40141506209	Copier lease monthly paym	110.00
GOULET, RONALD R PLUMBING	07/12/2013	21284	40242106015	Fixed Self Serve tank	109.50
Graymont Capital Inc.	07/02/2013	21191	30434106520	lime 18 ton	3,812.82
Graymont Capital Inc.	07/02/2013	21191	30434106408	lime 18 tons	3,926.18
Graymont Capital Inc.	07/02/2013	21191	30434106520	Reverse wrong expense co	3,812.82-
Graymont Capital Inc.	07/02/2013	21191	30434106408	Correct wrong expense co	3,812.82
Greater Newport Chamber of Crc	07/19/2013	21374	40343106207	operations income reimbur	800.00
Greater Newport Chamber of Crc	07/02/2013	21192	40343106207	Reimbursements Operation	225.20
Greater Newport Chamber of Crc	07/02/2013	21192	40343106225	GNCC Contract - 3rd QTR	43,125.00
Hach Company	07/19/2013	21375	30333106408	Hi Range C12 test reagent	98.95
Hach Company	07/19/2013	21375	30333106408	Erlenmeyer Flask	6.09
Hach Company	07/26/2013	21473	30333106408	Hi Chlorine test reagent	33.85
Harwood, Jillian	07/02/2013	21193	40141606413	Prizes	13.00
Harwood, Jillian	07/19/2013	21376	40141606413	candy for SAC prizes	8.87
Harwood, Jillian	07/02/2013	21193	40141606405	food	25.99
Harwood, Jillian	07/19/2013	21376	40141606413	embroidery floss	9.97
Haynes, Tyson	07/02/2013	21194	10110706407	Detective clothing allowanc	200.00
HD Supply Waterworks, LTD	07/02/2013	21195	30333206523	METER BOXES	4,137.20
HD Supply Waterworks, LTD	07/02/2013	21195	60161107005	1100' DR18 PVC Pipe	5,653.12
HD Supply Waterworks, LTD	07/02/2013	21195	60161107005	Pipe fittings	3,463.08
HD Supply Waterworks, LTD	07/02/2013	21195	30333206523	6' FIRE HYDRANT	2,099.56
HD Supply Waterworks, LTD	07/02/2013	21195	30333206523	10" GASKET	9.94
HD Supply Waterworks, LTD	07/02/2013	21195	30333507005	1100' DR18 PVC Pipe	2,090.88
HD Supply Waterworks, LTD	07/02/2013	21195	30333507005	Pipe fittings	1,280.87
ICOP	07/19/2013	21378	10110706030	ICOP Wireless instalation	4,785.09
Idea Print Works	07/02/2013	21196	10110356504	2 t shirts	49.00
Idea Print Works	07/12/2013	21285	10110206504	City Apperal	67.50
Idea Print Works	07/12/2013	21285	40141606413	Noon Ball T-Shirts	225.00
Idea Print Works	07/12/2013	21285	40141506504	Bldg. Attend. T-SHIRTSt	201.60
Idea Print Works	07/12/2013	21285	40141606413	Triathlon T-Shirts	337.00
Idea Print Works	07/12/2013	21285	40141606504	rec. leader t-shirts	333.60
Industrial Welding Supply, Inc	07/19/2013	21379	30434106102	5 cylender rental lease	260.00
IntelePeer Inc.	07/19/2013	21380	10114006309	New telephone user charg	29.33
IntelePeer Inc.	07/19/2013	21380	10114006309	New telephone user charg	26.14
IntelePeer Inc.	07/19/2013	21380	10110506309	New telephone user charg	38.49
IntelePeer Inc.	07/19/2013	21380	10110506309	New telephone user charg	36.19
IntelePeer Inc.	07/19/2013	21380	10110706309	New telephone user charg	14.66
IntelePeer Inc.	07/19/2013	21380	10110706309	New telephone user charg	14.19
IntelePeer Inc.	07/19/2013	21380	10110206309	New telephone user charg	22.00
IntelePeer Inc.	07/19/2013	21380	10110206309	New telephone user charg	19.39
IntelePeer Inc.	07/19/2013	21380	40141106309	New telephone user charg	29.33
IntelePeer Inc.	07/19/2013	21380	40141106309	New telephone user charg	27.63

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
IntelePeer Inc.	07/19/2013	21380	30131106309	New telephone user charg	18.33
IntelePeer Inc.	07/19/2013	21380	30131106309	New telephone user charg	16.32
IntelePeer Inc.	07/19/2013	21380	10110256309	New telephone user charg	14.66
IntelePeer Inc.	07/19/2013	21380	10110256309	New telephone user charg	12.78
IntelePeer Inc.	07/19/2013	21380	10110526309	New telephone user charg	16.50
IntelePeer Inc.	07/19/2013	21380	10110526309	New telephone user charg	14.86
Interior Technology	07/02/2013	21197	40141506507	Draper blinds for room 105	2,133.00
J.C. Market	07/26/2013	21474	10110706207	Ice for Chamber After Hour	7.96
J.C. Market	07/26/2013	21474	10110706405	Doughnuts, fruit for lateral	18.70
J.C. Market	07/02/2013	21198	10110706405	2 dozen cookies for 06/27/	7.98
J.C. Market	07/19/2013	21381	30434106401	tissue & water	36.76
J.C. Market	07/19/2013	21381	30131106405	Safety meeting snacks	17.02
JKR Valuation, P.C.	07/19/2013	21382	10114006017	Appraisal - Wiles/Becker Pr	2,900.00
Johnson, Keith Construction	07/19/2013	21383	40242106113	REPlaced beam unti at eht	1,000.00
Jones, Aaron T	07/02/2013	21199	30131206202	travel reimbursment	264.42
Jones, Aaron T	07/02/2013	21199	30131206216	Confrence fees & Lodging	775.50
Jumpstart Computer Training	07/26/2013	21475	10110256216	Onsite Training 7/9-10 201	3,900.00
KANSAS STATE BANK	07/12/2013	21286	20322308020	Final Pmnt on 3 dodge Cha	33,670.05
KANSAS STATE BANK	07/12/2013	21286	20322308021	Final Pmnt on 3 dodge Cha	1,801.45
KFIR Radio	07/12/2013	21287	40343106207	Radio ad Spot	200.00
King Office Equipment & Design	07/02/2013	21200	10110506211	COPY COUNT FOR COPI	42.20
King Office Equipment & Design	07/12/2013	21288	10110506211	June Billable Prints	42.20
KPPT-AM/KPPT FM	07/12/2013	21290	40141506207	Radio ads June	200.00
KSHL Radio	07/12/2013	21291	40141506207	June Radio Ads	150.00
L.N. Curtis & Sons	07/26/2013	21476	10110906504	6" polyaralate faceshield	65.14
L.N. Curtis & Sons	07/26/2013	21476	10110906415	SCBA equipment	15.24
LEAF	07/26/2013	21477	40242106245	Airport copier	119.48
League of Oregon Cities	07/19/2013	21384	10110106008	Anmnuual Membership Due	6,858.76
Lexipol LLC	07/12/2013	21292	10110706524	Annual Lexipol subscription	2,450.00
LGPI	07/19/2013	21385	10110526216	Registration ID 56212001 -	285.00
Lieder, Ted Construction	07/09/2013	21248	10110257013	Down pmnt as per attache	1,800.00
Lieder, Ted Construction	07/15/2013	21327	10113207013	Down pmnt - Abbey Pier Pr	23,443.00
Lieder, Ted Construction	07/31/2013	21515	10113207013	Progress pmnt for dry rot A	13,134.72
Lincoln Co Parole & Probation	07/26/2013	21478	10110356113	Literacy park Brush cut & L	1,100.00
Lincoln Co Parole & Probation	07/26/2013	21478	10110356113	OSU Drive Planters	550.00
LINCOLN COMMUNITY LAND TRUST	07/19/2013	21386	40747106213	LCLT Operating Support -	3,555.00
Lincoln County	07/26/2013	21479	10110706305	Alliance support Jan-June	46,959.00
Lincoln County Clerk	07/12/2013	21293	10119006228	June Liens & Easment	202.00
Lincoln County Clerk	07/12/2013	21293	10119006011	Special election costs-May	883.00
Lincoln County Clerk	07/26/2013	21480	30131206208	copies for Engineering	1.75
Lincoln County Clerk	07/26/2013	21480	10114006208	copies for Planning	32.25
Lincoln County Fleet Services	07/26/2013	21481	10110906112	annual DOT inspection and	1,326.19
Lincoln County Fleet Services	07/19/2013	21387	10110906112	trani filter, O rings & fluids	479.80
Lincoln County Fleet Services	07/12/2013	21294	10110906112	012T Annual DOT inspecti	2,226.33
Lincoln County Fleet Services	07/02/2013	21201	30232106114	fitting	271.30
Lincoln County Historical Society	07/12/2013	21295	40343106239	Exhibit for Sister City Visit	150.00
Lincoln County Public Works	07/19/2013	21388	10110706403	Fuel/car wash/vacuum Jun	4,386.42
Lincoln County Public Works	07/19/2013	21388	10114006403	Fuel 2013 Fusion	5.70
Lincoln County Public Works	07/19/2013	21388	10110356403	Fuel - 07 Ram PU	246.74
Lincoln County Public Works	07/19/2013	21388	10110356403	Fuel - 03 Dodge van - June	268.02
Lincoln County Public Works	07/19/2013	21388	30131206403	Fuel 08 Ford Escape	68.43
Lincoln County Public Works	07/19/2013	21388	30434206403	Fuel bill - WW - June/13	1,489.18
Lincoln County Public Works	07/26/2013	21482	30232106403	Fuel	2,072.08
Lincoln County Public Works	07/26/2013	21482	30333106403	Vehicle Fuel	310.26
Lincoln County Public Works	07/26/2013	21482	30333206403	Vehicle Fuel	919.97
Lincoln County Public Works	07/26/2013	21482	40242106403	Fuel for F250/ Kubota	378.99
Lincoln County Public Works	07/19/2013	21388	40444106403	Fuel 2010 Escape	37.25

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Lincoln County Public Works	07/19/2013	21388	10110356403	Fuel - 09 Ram PU	92.97
Lincoln County Public Works	07/19/2013	21388	30131206403	Fuel 08Chevy Colorado - J	90.40
Lincoln County Public Works	07/19/2013	21388	10110356403	Fuel - 08 Ram PU - June	264.32
Lincoln County Public Works	07/19/2013	21388	30131206403	Fuel 94 Ford F250 - June	177.58
Lincoln County Public Works	07/19/2013	21388	10110356403	Fuel - 93 F250 - June	41.84
Lincoln County Public Works	07/19/2013	21388	30131206101	Car wash	7.00
Lincoln County Public Works	07/19/2013	21388	10110356403	Fuel - 98 K 3500 - June	287.02
Lincoln County Public Works	07/19/2013	21388	10110356403	Fuel -Aux0 - June	81.12
Lincoln County Public Works	07/19/2013	21388	40141106403	Fuel -2003 Crown Vic- Jun	53.82
Lincoln County Sheriff's Office	07/12/2013	21296	10110906415	Safety supplies ICS/EOC P	75.91
Lincoln County Sheriff's Office	07/12/2013	21296	10110906415	Sat trailer technician servic	100.00
Lincoln County Sheriff's Office	07/19/2013	21389	10110706305	NPD 1/3 share of Forsec	676.67
Lincoln County Sheriff's Office	07/12/2013	21296	10110706415	Safety supplies ICS/EOC P	75.90
Lincoln County Sheriff's Office	07/12/2013	21296	10110706415	Sat trailer technician servic	100.00
Lincoln Equipment, Inc	07/02/2013	21202	40141406114	pool vacuum supplies	265.36
Lincoln Equipment, Inc	07/12/2013	21297	40141406114	vacuum hoses pool	160.61
Lincoln Equipment, Inc	07/26/2013	21483	40141406408	Ph Indicator Solution, DPD	74.03
Lincoln Glass Company	07/02/2013	21203	10110356113	DSB glass and install PAC	122.28
Linn-Benton Tractor, Co	07/19/2013	21390	40242106114	Kubota/landpride mowerde	4,024.90
McNaughton Book Service	07/02/2013	21204	10111006232	Annual Book Lease renew	9,900.00
McNaughton Book Service	07/12/2013	21299	10111006232	Buy -out BCD's	145.00
Microflex Corporation	07/02/2013	21205	30333106408	Nitrile gloves	430.00
Microflex Corporation	07/02/2013	21205	30333106408	Reverse wrong expens cod	430.00-
Microflex Corporation	07/02/2013	21205	30333106414	correct wrong expense cod	430.00
Midwest Tape	07/26/2013	21485	10111006515	new DVDs for grownups	285.90
Mmm Cakes and Things!	07/12/2013	21251	10110206405	Payment for Greg Scaeche	60.00
Mulder Sheet Metal, Inc	07/19/2013	21392	30333206523	Meter Box Tarrfic lids	2,736.00
Mulder Sheet Metal, Inc	07/19/2013	21392	30333206115	S.S. Flange	1,527.00
NCL of Wisconsin, Inc	07/19/2013	21393	30434106114	Pipes & nutrient	313.13
NCL of Wisconsin, Inc	07/19/2013	21393	30434106408	cl2 reagent	314.75
NEWPORT AUTO PARTS, INC	07/19/2013	21394	30232206114	Fuel Filter	28.60
NEWPORT AUTO PARTS, INC	07/19/2013	21394	30434106112	hyd oil	51.97
NEWPORT AUTO PARTS, INC	07/19/2013	21394	30434206115	soap	20.49
NEWPORT AUTO PARTS, INC	07/02/2013	21207	30434106111	steel brushes	15.13
NEWPORT AUTO PARTS, INC	07/02/2013	21207	30434206115	spray,pliers,soap	34.53
NEWPORT AUTO PARTS, INC	07/02/2013	21207	10110906414	degreaser	12.25
NEWPORT AUTO PARTS, INC	07/26/2013	21488	10110906419	car wash and mitt, brush	17.86
NEWPORT AUTO PARTS, INC	07/26/2013	21488	10113306114	Spark Plug Wire Set	34.77
Newport Oregonian	07/12/2013	21301	10111006524	annual subscription for 3 p	1,284.00
Newport Public Library	07/26/2013	21489	10111006215	mail ILLs	4.80
Newport Public Library	07/12/2013	21302	10111006215	mail ILLs	23.90
Newport Public Library	07/12/2013	21302	10111006215	Mail ills	26.67
Newport Public Library	07/26/2013	21489	10111006512	room rental reimbursement	10.00
Newport Public Library	07/12/2013	21302	10111006513	supplies for Children's Prog	5.08
Newport Public Library	07/12/2013	21302	10111006405	milk	4.29
Newport Public Library	07/26/2013	21489	10111006405	milk & coffee	17.28
Newport Public Library	07/12/2013	21302	10111006402	plain envelopes	6.99
Newport Public Library	07/26/2013	21489	10111006403	wash Library van	8.50
Newport Public Library	07/12/2013	21302	10111006510	refund for found "lost" book	19.95
Newport Public Library	07/26/2013	21489	10111006513	supplies for Teen program	47.07
Newport Rental Service, Inc	07/02/2013	21208	40141506207	sign for Home & Garden S	59.40
Newport Rental Service, Inc	07/02/2013	21208	30333106108	Propane for forklift	13.44
Newport Rental Service, Inc	07/12/2013	21303	10110906102	rental of the scissor lift	110.00
Newport Rental Service, Inc	07/19/2013	21395	30333206102	Forklift rental 06/12/13	242.00
Newport Rental Service, Inc	07/19/2013	21395	40242106102	Riding mower rental	207.00
Newport Rental Service, Inc	07/19/2013	21395	30333206508	Pull Rope	6.00
Newport Signs	07/26/2013	21490	10110706502	Name plate for RC Woosle	15.00

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
Newport Symphony Orchestra	07/26/2013	21491	40343106241	Newport Hotel Stay Promo	3,000.00
Newport Symphony Orchestra	07/26/2013	21491	40343106241	KWax Corporate Advertisin	2,000.00
News-Times	07/02/2013	21209	40141506207	H&G stickers and full page	1,000.00
News-Times	07/12/2013	21304	10110706226	officer ad	2.00
News-Times	07/12/2013	21304	10110706226	officer ad	79.43
News-Times	07/12/2013	21304	10110506008	Suplemental Budget Heari	46.20
News-Times	07/12/2013	21304	10110506008	budget hearing notice	264.00
News-Times	07/12/2013	21304	10110706226	officer ad	79.43
News-Times	07/12/2013	21304	10110706226	officer ad	2.50
News-Times	07/12/2013	21304	10110706226	officer ad	2.50
News-Times	07/12/2013	21304	10110506008	budget hearing	118.80
News-Times	07/12/2013	21304	10110706226	officer ad	2.00
News-Times	07/12/2013	21304	40141506207	building attendant	2.00
News-Times	07/12/2013	21304	10110106008	city manager ad	51.39
News-Times	07/12/2013	21304	40141506207	build attend ad	32.69
News-Times	07/12/2013	21304	10110106008	city manager ad	2.00
News-Times	07/12/2013	21304	40141506207	build attend ad	2.00
News-Times	07/12/2013	21304	10110706226	Records clerk	2.00
News-Times	07/12/2013	21304	10110106008	City manager ad	2.00
News-Times	07/12/2013	21304	10110706226	records clerk ad	77.43
News-Times	07/12/2013	21304	40141506207	build attend ad	32.69
News-Times	07/12/2013	21304	10110106008	city manager ad	51.39
News-Times	07/12/2013	21304	10110706226	records clerk ad	2.50
News-Times	07/12/2013	21304	40141506207	build attend ad	2.50
News-Times	07/12/2013	21304	10110106008	city manager ad	2.50
News-Times	07/12/2013	21304	10110106008	city manager ads	2.50
News-Times	07/12/2013	21304	10110706226	records clerk ad	2.50
News-Times	07/12/2013	21304	40141506207	build attend ad	2.50
News-Times	07/12/2013	21304	10110706226	records clerk ad	77.43
News-Times	07/12/2013	21304	40141506207	build attend ad	32.69
News-Times	07/12/2013	21304	10110106008	city manager ads	51.39
News-Times	07/12/2013	21304	10110106008	city manager ad	2.00
News-Times	07/12/2013	21304	10110706226	records clerk ad	2.00
News-Times	07/12/2013	21304	40141506207	build attend ad	2.00
News-Times	07/12/2013	21304	10110106008	Lincoln County Fair Tab	62.00
News-Times	07/12/2013	21304	10110106008	Simply Summer	99.00
News-Times	07/12/2013	21304	40141506207	build attend ad	32.69
News-Times	07/12/2013	21304	10110106008	city manager ads	51.39
News-Times	07/19/2013	21396	10114006207	Public Hearing	52.80
News-Times	07/19/2013	21396	10114006207	inv. 227773 Public hearing	57.75
Northwest Compressor	07/02/2013	21210	30434106114	filters for compressor	362.53
NW Natural	07/02/2013	21211	30333206109	STANDBY GAS SE40TH P	175.29
NW Natural	07/02/2013	21211	30434206115	gas bill for nye shop	13.31
NW Natural	07/02/2013	21211	40141406109	gas bill - pool	2,430.54
NW Natural	07/02/2013	21211	40141306507	60+ Gas 5/17-6/17 2013	143.49
NW Natural	07/02/2013	21211	30434206115	gas bill for 56th st genset	58.28
NW Natural	07/02/2013	21211	40141506109	heat for rec center	109.02
NW Natural	07/23/2013	21449	30232206113	shop-heaters gen.	92.00
OAMR	07/12/2013	21305	10110206216	OAMR Conference Registr	150.00
OAWU	07/19/2013	21397	30333206216	Cert. Review - Etter	275.00
OAWU	07/19/2013	21397	30333206216	Cert. Review - Rusch	275.00
OBTA	07/19/2013	21398	30131106213	Salisbury Membership	25.00
O'Callaghan, Peggy	07/02/2013	21212	40141306202	Travel to Salem and back f	102.87
OCCA	07/02/2013	21213	40343106238	OCCA Contract 3rd QTR 2	28,125.00
OCCC	07/19/2013	21399	40343106225	MICROENTERPRISE PRO	7,500.00
Ocean Tire Factory	07/19/2013	21400	10110706112	#74 driver side window mot	270.75
Ocean Tire Factory	07/19/2013	21400	10110706112	#72 motor fan control, radi	836.85

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
Ocean Tire Factory	07/19/2013	21400	10110706112	#83 brake pads/rotors front	359.95
Ocean Tire Factory	07/19/2013	21400	10110706112	#42 LOF/air filter/pol pan dr	58.80
Ocean Tire Factory	07/02/2013	21214	10110706112	# 83 TPMS Sensor	76.25
Ocean Tire Factory	07/02/2013	21214	10110706112	#14 LOF	40.95
Ocean Tire Factory	07/02/2013	21214	30333206112	EGR VALVE REPLACED	292.45
OLCC	07/26/2013	21492	40141106244	Temporary Sales Licence	50.00
On Display Advertising	07/12/2013	21306	40343106207	wall ad 6/20-7/17	8,000.00
One Call Concepts, Inc	07/19/2013	21402	30333206204	Locate tickets - June	31.48
OREGON COAST TODAY	07/12/2013	21307	40343106207	Visit Newport ads June	1,120.00
Oregon Department of Justice	07/16/2013	21328	10102742	Dan Miller	384.00
Oregon Department of Transport	07/19/2013	21403	10119006104	50% SIGNAL LIGHT Hwy	17.71
Oregon Department of Transport	07/19/2013	21403	10119006104	50% SIGNAL LIGHT Hwy	32.03
Oregon Fire Chief's Association	07/26/2013	21493	10110906213	Membership dues- Paige	110.00
OHA-State of Oregon	07/19/2013	21401	30333206213	CERT. Test for s. Etter	85.00
Oregon Quality Lighting	07/02/2013	21216	10110356113	VAC Gallery Fixtures & Bul	60.00
Oregon Quality Lighting	07/02/2013	21216	10110356113	15 flourecents	127.50
Orsborn Power Saw Co	07/02/2013	21217	10110356508	pole hedge shears	55.40
Orsborn Power Saw Co	07/19/2013	21404	10113306508	New Back Pack Blower	424.95
Orsborn Power Saw Co	07/19/2013	21404	10113306114	Varios Parts for Equipment	230.38
Orsborn Power Saw Co	07/26/2013	21494	10113306114	Lawn Edger Blades	39.10
Orsborn Power Saw Co	07/26/2013	21494	30232106114	cut off saw repair	571.81
Pacific Coast Plumbing, Inc	07/02/2013	21218	10110356401	Service Nye Beach restroo	295.00
Pacific Coast Plumbing, Inc	07/02/2013	21218	10110356113	Pool boiler work	570.48
Pacific Power Products	07/02/2013	21219	10110906112	3201 & 3202 transmission	224.25
Pauly, Rogers & Co., P.C.	07/19/2013	21405	90191206003	URA June 30 2013-Audit/S	3,050.00
Peak Internet	07/19/2013	21406	40242206206	Airport DSL internet	63.94
Perkins, Justin	07/10/2013	21250	30101243	Payroll Advance - Perkins	800.00
Pioneer Printing, Inc	07/26/2013	21495	30131106222	Notary Stamp, Fuller	30.75
Pioneer Telephone Cooperative	07/19/2013	21407	10110906204	Fire Dept- 145 SE 72nd St.	127.23
Pioneer Telephone Cooperative	07/19/2013	21407	30434106204	ph bill south shore ps	30.50
Pioneer Telephone Cooperative	07/19/2013	21407	30434206204	26th st. p.s. phone bill	30.50
Pioneer Telephone Cooperative	07/19/2013	21407	30434106204	32nd p.s. phone bill	39.07
Pioneer Telephone Cooperative	07/19/2013	21407	30434106204	ph bill wwtp	130.67
Pioneer Telephone Cooperative	07/19/2013	21407	40242206204	Phone bill for FBO	227.60
Pioneer Telephone Cooperative	07/19/2013	21407	40242106204	Airport AWOS	61.00
Pitney Bowes, Inc	07/12/2013	21308	10110506209	Rental Inv. jan -June 2013	69.00
Pitney Bowes, Inc	07/12/2013	21308	10110506211	Service Invoice Jan-June 2	169.17
Pitney Bowes, Inc	07/12/2013	21308	10110556209	Rental Inv. jan -June 2013	138.00
Pitney Bowes, Inc	07/12/2013	21308	10110556211	Service Invoice Jan-June 2	338.33
Platt Electric Supply	07/19/2013	21408	10119006113	bulbs and balace for st. ligh	360.44
Platt Electric Supply	07/19/2013	21408	10119006113	balace mounting kits for col	141.40
Platt Electric Supply	07/02/2013	21221	40141606111	exterior light for Clubhouse	39.03
Platt Electric Supply	07/02/2013	21221	10110356508	Electrical parts, knife	85.50
Platt Electric Supply	07/02/2013	21221	10110356113	12 50W EXN	23.18
Platt Electric Supply	07/02/2013	21221	10110356113	12 lamps and 1 ut knife	41.21
Platt Electric Supply	07/02/2013	21221	40141606111	switch part for clubhose	12.96
Platt Electric Supply	07/02/2013	21221	10110356508	Drill	369.00
Platt Electric Supply	07/02/2013	21221	30434106111	batterys	10.96
Pollardwater.com	07/02/2013	21222	30333206508	MAGENTIC LOCATOR	1,024.12
Polydyne, Inc	07/19/2013	21409	30434106408	polymer 2 totes	5,428.00
Precision Approach Engineering	07/26/2013	21497	40242106025	Runway 2 West Apron Sig	7,608.68
Precision Approach Engineering	07/26/2013	21497	40242106025	Runway 16-34 Rehab Pre	12,922.72
Precision Approach Engineering	07/26/2013	21497	40242106025	Runway 16-34 Rehab desi	102,701.81
ProBuild Newport #609	07/02/2013	21223	30333206523	WINDSHIELD WASH, CO	19.90
ProBuild Newport #609	07/02/2013	21223	30434106111	strap for drain	6.88
ProBuild Newport #609	07/19/2013	21410	30434106419	Return Paint	7.86-
ProBuild Newport #609	07/19/2013	21410	10110356525	concrete for park rules sign	32.90

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ProBuild Newport #609	07/19/2013	21410	10110356525	concrete for park rules sign	9.87
ProBuild Newport #609	07/19/2013	21410	10110356401	wire/lath/concrete	25.59
ProBuild Newport #609	07/19/2013	21410	10110356401	Washers/knife	26.08
ProBuild Newport #609	07/19/2013	21410	30232106401	Pallet deposit refund	20.00-
ProBuild Newport #609	07/19/2013	21410	30434106419	Spray Paint	19.52
ProBuild Newport #609	07/19/2013	21410	10110906503	rope for hose packs	5.40
ProBuild Newport #609	07/19/2013	21410	10110906527	EMS bags for supplies	17.45
ProBuild Newport #609	07/19/2013	21410	10110906112	misc. nuts and bolts for the	8.83
ProBuild Newport #609	07/19/2013	21410	10113306501	Nuts, Bolts, and Washers	73.31
ProBuild Newport #609	07/19/2013	21410	10113306501	Lumber for Retaining Wall	187.52
Progressive Medical International (PMI)	07/19/2013	21411	10110906527	medical supplies)	121.58
Progressive Medical International (PMI)	07/19/2013	21411	10110906527	medical supplies)	86.84
Rackowski, Shannon	07/19/2013	21412	40141506213	reIMBURSE FOR Zumba F	30.00
RDP TECHNOLOGIES, INC	07/19/2013	21413	30434106214	Inspect solids RDP Unit	4,250.00
Recorded Books, LLC	07/19/2013	21414	10111006515	replacement disk for BCD	6.95
Hutmacher, Amy	07/19/2013	21448	40141504302	Cancelled Rec Center Pas	76.34
Kittel, Dustin	07/12/2013	21289	40141604306	refund for class- Changed	65.00
Pattison, Amy	07/02/2013	21220	40141104301	refund for Pool Pass-Pattis	171.21
Church LDS	07/02/2013	21173	40141504302	refund Park Reservation-C	23.00
Howard, Travis	07/19/2013	21377	40141604306	refund on cancelled class -	57.00
Reeves Company, Inc.	07/12/2013	21309	10110706407	Name/Serving Since pin for	24.97
Ridley, Lia	07/12/2013	21310	40141606026	INSTRUCTOR Pay - June	47.60
Ridley, Steven	07/12/2013	21311	40141606026	Instructor Pay - June	28.70
RJM Equipment Sales, LLC	07/19/2013	21417	30333206508	Metal Detector	1,038.00
Road & Driveway Company, Inc	07/19/2013	21418	30232106522	ASPHALT Ball park	62.73
Robertson Sherwood Architects PC	07/02/2013	21224	40141406002	Pool Study 2013 5/1-5/31	5,617.50
Robertson Sherwood Architects PC	07/19/2013	21419	40141406002	Pool Study June 2013	2,402.30
Rotary Club of Newport, Or	07/19/2013	21420	10110206213	DUES & MEALS - April/Ma	185.00
Rotary Club of Newport, Or	07/26/2013	21498	10110706213	Rotary Dues for Chief Mira	195.00
Rowley's Towing	07/02/2013	21225	30434206112	tow jetter	175.00
Rowley's Towing	07/26/2013	21499	10110906412	tow water pumper to fairgro	74.50
SAMARITAN HEALTH SERVICES	07/12/2013	21312	10110706030	Blood, urine collection for	104.00
SAMARITAN HEALTH SERVICES	07/26/2013	21500	10110706030	3 Blood/Urine tests-13n-00	156.00
Samaritan Occupational Med	07/19/2013	21421	10110706032	Drug screen RC Canidate-	36.00
Santiam Escrow, Inc	07/12/2013	21313	10110907002	PRINCIPLE	1,005.62
Santiam Escrow, Inc	07/12/2013	21313	10110907002	INTEREST	1,050.43
Santiam Escrow, Inc	07/12/2013	21313	10110906228	SERVICE CHARGE	6.00
Satcom Global FZE	07/19/2013	21422	10110706204	Satellite phne 06/01-06/30/	42.75
SCHEMBRI, LAURIE	07/12/2013	21314	40141606026	Instructor Pay - June 2013	489.30
Schneidecker Heating and Air	07/19/2013	21423	30333106111	water heater replace 06/25/	329.91
Schulze, Lanny	07/02/2013	21226	30333206202	MILEAGE EXPENSE REI	159.10
Schulze, Lanny	07/02/2013	21226	30333206216	Meal on return from trainin	14.95
Seal Rock Water District	07/19/2013	21424	20222208022	Intergovernmental Agreem	1,577.57
Seal Rock Water District	07/12/2013	21315	30333906411	PURCHASE WATER (Fire	469.15
Seal Rock Water District	07/02/2013	21227	20222208022	Seal Rock Agreement - Pri	1,571.35
Seal Rock Water District	07/19/2013	21424	20222208023	Intergovernmental Agreem	3,422.43
Seal Rock Water District	07/02/2013	21227	20222208023	Seal Rock Agreement - Int	3,428.65
Setere & Sons LTD	07/19/2013	21425	30434106408	lime hauler	799.50
Shelton Turnbull Solutions	07/19/2013	21426	10110506402	2500 BL Envelopes	205.00
Shelton Turnbull Solutions	07/19/2013	21426	10110506402	License Stock	792.65
Shelton Turnbull Solutions	07/19/2013	21426	10110556402	#9 envelopes - Return	2,167.20
Shelton Turnbull Solutions	07/19/2013	21426	10110556402	Billing paper	1,138.80
Shelton Turnbull Solutions	07/19/2013	21426	10110906402	#10 non-window envelopes	3.91
Shelton Turnbull Solutions	07/02/2013	21228	10110556402	5000 #9 envelopes	206.12
Shelton Turnbull Solutions	07/19/2013	21426	10110556402	#10 non-window envelopes	46.92
Shelton Turnbull Solutions	07/19/2013	21426	30131206402	#10 non-window envelopes	27.37
Shelton Turnbull Solutions	07/19/2013	21426	30131106402	#10 non-window envelopes	11.73

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Shelton Turnbull Solutions	07/19/2013	21426	10114006402	#10 non-window envelopes	101.66
Shelton Turnbull Solutions	07/19/2013	21426	10110506402	#10 non-window envelopes	19.55
Shelton Turnbull Solutions	07/19/2013	21426	10110206402	#10 non-window envelopes	89.93
Shelton Turnbull Solutions	07/19/2013	21426	10110106402	#10 non-window envelopes	89.93
Sherwin-Williams	07/19/2013	21427	30232106419	flockfoam	5.26
Sherwin-Williams	07/19/2013	21427	30333206419	HYDRANT PAINT	271.16
Sherwin-Williams	07/26/2013	21502	10113106113	Paint, brushes, gloves Fran	29.50
Shift Calanders Inc.	07/19/2013	21428	10110906208	Shift Calenders	359.03
Siller, Randi N	07/02/2013	21229	10110506201	Travel Reimburse-Bank De	4.52
Siller, Randi N	07/02/2013	21229	10110506402	Supplies for DJM Fairwell	4.00
Solomonson, Mary	07/12/2013	21316	40141606026	Instructor Pay - June 2013	251.25
Spec Industries Inc.	07/19/2013	21429	30434206115	2&4in grade rings	810.00
Spulnik, Andrew	07/19/2013	21430	30434206222	CDL Physical	65.00
Staples	07/02/2013	21230	10110906402	marker, sharpies	23.06
Staples Advantage	07/12/2013	21317	10110706402	2 brother TZE gold on blac	49.38
Staples Advantage	07/12/2013	21317	10110706402	highlight, sharpie, scissor,	125.75
Staples Advantage	07/12/2013	21317	10110206402	Index 10 tab, staples,paper	56.68
Staples Advantage	07/12/2013	21317	10110206402	pad perf letr can, white car	17.61
Staples Advantage	07/12/2013	21317	10110206502	display	48.36
Staples Advantage	07/12/2013	21317	10110506502	dry erase kit, chair mat	59.45
Staples Advantage	07/12/2013	21317	10110506402	gold foil cert seals	19.96
Staples Advantage	07/12/2013	21317	10110506502	inbox tray, footrest, backre	104.93
Staples Advantage	07/12/2013	21317	10110906502	heavy duty stapler	35.82
Staples Advantage	07/12/2013	21317	10110906402	return staples	6.36-
Staples Advantage	07/12/2013	21317	10110906402	paper,staples,pens,paper c	39.24
Staples Advantage	07/12/2013	21317	40141606502	fax/phone machine	129.95
Staples Advantage	07/12/2013	21317	10110206502	frame	24.49
Staples Advantage	07/12/2013	21317	10110506402	batteries, flipchart markers	16.74
Staples Advantage	07/12/2013	21317	10110506402	Pens, toner	366.90
Staples Advantage	07/12/2013	21317	10110906402	binder clips, staples	10.24
Staples Advantage	07/12/2013	21317	40141606402	toner	91.19
DAS Cashier	07/19/2013	21366	10110106225	Procurement Services - Me	900.00
Department of State Lands	07/12/2013	21278	30434506222	wetlands delineation fee/ J	388.00
OHA-State of Oregon	07/02/2013	21215	30333206216	Cert Test for Jason Rusch	105.00
Statewide Environmental Svcs	07/26/2013	21503	40242106030	DEQ 1200Z application ser	1,165.00
Stitchin Post, The	07/12/2013	21318	10110706219	patches onto volunteer shir	10.00
STS ARMS	07/02/2013	21231	10110706417	Practice ammunition for fire	1,000.00
Sunbelt Rentals	07/26/2013	21504	30232106102	t rackhoe-breaker	1,164.00
T&L Septic & Chemical Toilet	07/19/2013	21431	10110356113	June Service - Lucky gap tr	91.16
T&L Septic & Chemical Toilet	07/19/2013	21431	10110356113	Skate park - June Service	52.52
T&L Septic & Chemical Toilet	07/19/2013	21431	10110356113	June rental - Coast park	79.00
T&L Septic & Chemical Toilet	07/19/2013	21431	10110356113	June service Coast Park	38.64
T&L Septic & Chemical Toilet	07/19/2013	21431	10110356113	June Service - Big Creek P	207.08
T&L Septic & Chemical Toilet	07/12/2013	21319	10110906102	NW nye St Rental	63.50
T&L Septic & Chemical Toilet	07/02/2013	21232	10110356113	Lucky Gap Trail	65.40
T&L Septic & Chemical Toilet	07/02/2013	21232	10110356113	Sam Moore skatepark	65.40
T&L Septic & Chemical Toilet	07/02/2013	21232	10110356113	Coast Park	79.00
T&L Septic & Chemical Toilet	07/02/2013	21232	10110356113	Bi Cr Park service	127.28
T&L Septic & Chemical Toilet	07/26/2013	21505	10110906102	Last invoice for Nye St. ren	48.40
Tapco	07/19/2013	21432	30232106521	Clear View Font	550.00
TCB SECURITY SERVICES, INC.	07/02/2013	21233	10110706218	PARKING ENFORCEMEN	3,750.00
TCB SECURITY SERVICES, INC.	07/19/2013	21433	10113306113	Answering service July 201	55.00
Terex Utilities	07/02/2013	21234	30232106114	inspec.	605.00
The Bench Factory	07/02/2013	21235	40141306507	6ft bench	888.17
The Shopper	07/26/2013	21506	10111006402	'donut' labels for DVDs	91.46
Thompson's Sanitary Serv., Inc	07/12/2013	21320	10119006106	% city hall garbage bill	48.41
Thompson's Sanitary Serv., Inc	07/12/2013	21320	10111006106	June Garbage Service - Lib	115.25

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Thompson's Sanitary Serv., Inc	07/12/2013	21320	40343106106	June Garbage Service- VA	110.10
Thompson's Sanitary Serv., Inc	07/19/2013	21434	30232106106	June Garbage Service - Cit	218.38
Thompson's Sanitary Serv., Inc	07/19/2013	21434	40141506106	June Garbage-Rec center	325.10
Thompson's Sanitary Serv., Inc	07/19/2013	21434	30333106106	June Garbage- WTP	115.25
Thompson's Sanitary Serv., Inc	07/19/2013	21434	40141306106	60+ Garbage service June	113.52
Thompson's Sanitary Serv., Inc	07/19/2013	21434	30434106106	June Garbage Service - W	162.55
Thompson's Sanitary Serv., Inc	07/19/2013	21434	10110356106	Garbage - June - Betty Wh	115.25
Thompson's Sanitary Serv., Inc	07/19/2013	21434	40242106106	Airport June garbage servi	268.65
Thompson's Sanitary Serv., Inc	07/26/2013	21507	10110906106	June garbage service - Fire	115.25
Thompson's Sanitary Serv., Inc	07/12/2013	21320	10114006106	% city hall garbage bill	17.29
Thompson's Sanitary Serv., Inc	07/19/2013	21434	30333206106	June Garbage Service - Cit	218.38
Thompson's Sanitary Serv., Inc	07/19/2013	21434	40141606106	June Garbage @ Frank W	81.27
Thompson's Sanitary Serv., Inc	07/12/2013	21320	30131106106	% city hall garbage bill	24.20
Thompson's Sanitary Serv., Inc	07/19/2013	21434	10110356106	June Garbage Service - Cit	218.39
Thompson's Sanitary Serv., Inc	07/12/2013	21320	30131206106	% city hall garbage bill	24.20
Thompson's Sanitary Serv., Inc	07/12/2013	21320	10110256106	% city hall garbage bill	6.92
Thompson's Sanitary Serv., Inc	07/12/2013	21320	10110106106	% city hall garbage bill	20.75
Thompson's Sanitary Serv., Inc	07/12/2013	21320	10110526106	% city hall garbage bill	3.46
Thompson's Sanitary Serv., Inc	07/12/2013	21320	10110306106	% city hall garbage bill	10.37
Thompson's Sanitary Serv., Inc	07/12/2013	21320	10110106106	% city hall garbage bill	27.66
Thompson's Sanitary Serv., Inc	07/12/2013	21320	10110506106	% city hall garbage bill	24.20
Thompson's Sanitary Serv., Inc	07/12/2013	21320	10110706106	% city hall garbage bill	138.29
Thompson's Sanitary Serv., Inc	07/12/2013	21320	10110506106	finance shred cart	36.30
Thompson's Transfer & Disposal	07/19/2013	21435	10113306107	BIG TRASH CANS	29.70
Thompson's Transfer & Disposal	07/19/2013	21435	10113306107	BIG TRASH CANS	36.00
Thompson's Transfer & Disposal	07/19/2013	21435	10113306107	Brush from B.W. Field	10.00
Thompson's Transfer & Disposal	07/19/2013	21435	10113306107	big garbage can disposal f	56.70
Thompson's Transfer & Disposal	07/02/2013	21236	10110356107	BIG GREEN TRASH CAN	15.30
Thompson's Transfer & Disposal	07/02/2013	21236	10110356107	BIG GREEN TRASH CAN	36.00
Thompson's Transfer & Disposal	07/02/2013	21236	10110356106	Dump fee	109.80
Thompson's Transfer & Disposal	07/02/2013	21236	10110356106	dump fee	130.50
Thompson's Transfer & Disposal	07/02/2013	21236	10110356106	dump fee	28.80
Thompson's Transfer & Disposal	07/26/2013	21508	10113306107	big garbage can disposal f	21.60
Thompson's Transfer & Disposal	07/26/2013	21508	10113306107	big garbage can disposal f	37.80
Thyssenkrupp Elevator Corp	07/19/2013	21436	40141306211	60+ Elev Maint 07/13-9/13	728.57
Thyssenkrupp Elevator Corp	07/19/2013	21436	30333106211	ELEVATOR MAINT QRTL	444.00
Thyssenkrupp Elevator Corp	Multiple	21321	10111006211	ELEVATOR service for Libr	650.88
Thyssenkrupp Elevator Corp	Multiple	21321	40343106211	Elevator maint VAC July-S	675.59
Thyssenkrupp Elevator Corp	Multiple	21321	40141506211	Elevator maint Rec. Ctr. 7/	731.30
			40141506211	Elevator maint Rec. Ctr. 7/	731.30-
			10111006211	ELEVATOR service for Libr	650.88-
			40343106211	Elevator maint VAC July-S	675.59-
Thyssenkrupp Elevator Corp	08/09/2013	21654	10111006211	Elevator maint Library 7/1 -	650.88
Thyssenkrupp Elevator Corp	08/09/2013	21654	40141506211	Elevator maint Rec. Cent.	731.30
Tillamook Bay Community College	07/02/2013	21237	10110906216	Webber- Basic EMT 1 & 2	1,150.00
Tillamook County Treasurer	07/02/2013	21238	10111006213	share of software for Librar	20,627.36
TLO LLC	07/12/2013	21322	10110706213	database search- June 201	22.75
Tradenet	07/19/2013	21437	60161107019	Sidewalk Nye St.	6,475.00
Tradenet	07/19/2013	21437	10110357019	April/13 Sidewalk w/curb	3,360.00
Tradenet	07/19/2013	21437	60161107024	ADA Ramp	1,400.00
Tri Agg, Inc	07/19/2013	21438	10110356525	concrete delivery- Parks si	553.50
True North Equipment	07/26/2013	21509	10110906112	4 lamp strobe supply with a	607.74
True-Cut Engraving, LLC	07/02/2013	21239	10110706030	2012 LERB Employee of Y	30.00
True-Cut Engraving, LLC	07/02/2013	21239	10110356113	Bench Plate, Kropp	15.00
True-Cut Engraving, LLC	07/19/2013	21439	30131106227	Greg Schaecher retirement	15.00
Anderson, David	07/02/2013	21157	30301114	REFUND - Anderson	69.42
Bowman, Bruce	07/02/2013	21162	30301114	REFUND - Bowman	93.70

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Day, Audrey	07/02/2013	21181	30301114	REFUND - Day	4.77
Miller, Kristopher	07/02/2013	21206	30301114	REFUND - Miller	80.51
Davidson, Susan	07/02/2013	21179	30301114	REFUND - Davidson	16.66
Berg, Alyson	07/12/2013	21258	30301114	REFUND - Berg	16.66
McKnight, Kimberly	07/12/2013	21298	30301114	REFUND - Mc Knight	58.61
Miller, Frankie	07/12/2013	21300	30301114	REFUND - Miller	11.33
Baker, Glenda & Dusty	07/19/2013	21341	30301114	REFUND - Baker	113.94
Reddick, Carl & Carole	07/19/2013	21416	30301114	REFUND - Reddick	50.00
Mishey Property Management	07/19/2013	21391	30301114	REFUND - Mishey	47.65
Miller, Michael & Juanita	07/26/2013	21486	30301114	REFUND - Miller	108.30
Politano, Vincent & Kristen	07/26/2013	21496	30301114	REFUND - Politano	120.63
Seaview Homes	07/26/2013	21501	30301114	REFUND - Seaview Home	44.57
Carter, Luke	07/26/2013	21461	30301114	REFUND - Carter	179.31
Wagner, Robert	07/26/2013	21511	30301114	REFUND - Wagner	118.56
Moyer, David & Veronica	07/26/2013	21487	30301114	REFUND - Moyer	26.03
Liptac, Todd	07/26/2013	21484	30301114	REFUND - Liptac	10.24
Valley Fire Control, Inc	07/02/2013	21240	40242206112	new bracket for AV truck	46.00
Valley Illuminators	07/26/2013	21510	40242106111	Taxi way reflectors	634.97
VerizonWireless	07/12/2013	21323	10110706205	13 air cards 05/22-06/21/2	520.13
VerizonWireless	07/12/2013	21323	30232206205	Streets/Drain Maint	39.10
VerizonWireless	07/19/2013	21440	40242206205	FBO Cell Phone	22.58
VerizonWireless	07/12/2013	21323	10110506205	Finance	61.98
VerizonWireless	07/12/2013	21323	30434206205	WW Collection	51.09
VerizonWireless	07/12/2013	21323	30333206205	Water distribution	162.39
VerizonWireless	07/12/2013	21323	10110906205	fire	70.25
VerizonWireless	07/12/2013	21323	30232106205	Street maint	81.20
VerizonWireless	07/12/2013	21323	30131106205	PW Admin	21.75
VerizonWireless	07/12/2013	21323	30434106205	WWTP	74.60
VerizonWireless	07/12/2013	21323	30333106205	WTP	71.40
VerizonWireless	07/12/2013	21323	10110356205	F&G Maint	192.29
VerizonWireless	07/12/2013	21323	40444106205	Build Inspector	29.32
VerizonWireless	07/12/2013	21323	30131206205	Engineering	86.00
VerizonWireless	07/12/2013	21323	10110206205	CMO	49.92
Vermont Systems, Inc	07/19/2013	21441	40141506305	Annual Maintenance Fees	2,766.00
Warren, M.B. Enterprises, Inc.	07/02/2013	21241	30333106113	Brushing Siletz pipe line	4,800.00
Warren, M.B. Enterprises, Inc.	07/19/2013	21442	30333106113	Brushing Siletz pipe line - J	3,200.00
Warren, M.B. Enterprises, Inc.	07/26/2013	21512	30333106113	right away clearing of Siletz	3,800.00
Webber, Brandon	07/02/2013	21242	10110906216	reimbursement for TBCC b	377.00
West Coast Linen	07/26/2013	21513	10110906101	Cleaning of Mop heads, sh	17.99
West Coast Linen	07/12/2013	21324	40242206101	Airport rug Servcie	19.53
West Coast Linen	07/12/2013	21324	10110906101	Cleaning of Mop heads, sh	17.99
West Coast Linen	07/19/2013	21443	40242206101	Airport rug Servcie	19.53
Western States Elect Const.	07/12/2013	21325	10110706014	Repairs, Upgrades, Data P	5,065.58
Western Title & Escrow Co	07/02/2013	21243	10114006017	Chain of Title to Resolve Er	500.00
White's Landscaping Service, LLC	07/19/2013	21444	10113306113	July City Hall landscape se	1,200.00
Wire Works LLC	07/19/2013	21445	10110706112	#84 repair ratchet handles	51.20
XC2 Software, LLC	07/19/2013	21446	30131106229	1 YR MAINTENANCE/TEC	400.00
Xerox Corporation	07/12/2013	21326	10110706245	ScanFlow store for July 20	56.73
Xerox Corporation	07/12/2013	21326	10110106209	6400x Equip/Maint Agreem	202.40
Xerox Corporation	07/12/2013	21326	10110506211	contract for June/13 and us	408.97
Xerox Corporation	07/12/2013	21326	10110906211	billable prints 03/21 thru 06	186.90
Xerox Corporation	07/12/2013	21326	10111006402	copies and printing for libra	360.29
Xerox Corporation	07/12/2013	21326	10110706209	copier lease/Prints- June 2	375.56
Xerox Corporation	07/12/2013	21326	10111006402	printing for library 6605-Jun	119.62
Xerox Corporation	07/12/2013	21326	10111006245	lease payment for Library 6	48.37
Xerox Corporation	07/12/2013	21326	10110906211	Contract Period Payment f	32.25
Xerox Corporation	07/19/2013	21447	10114006211	June base charge & Prints	129.81

Payee Name	Check Issue Date	Check Number	GL Account	Description	Invoice Amount
Xerox Corporation	07/19/2013	21447	30333106211	Copier agreement - June	139.33
Xerox Corporation	07/12/2013	21326	10110206209	6400x Equip/Maint Agreem	151.80
Xerox Corporation	07/19/2013	21447	30131206211	june base & prints	129.81
Xerox Corporation	07/12/2013	21326	10114006209	6400x Equip/Maint Agreem	75.90
Xerox Corporation	07/19/2013	21447	10110206211	june base & prints	129.81
Xerox Corporation	07/12/2013	21326	30131206209	6400x Equip/Maint Agreem	76.50
Xerox Corporation	07/19/2013	21447	10110106211	june base & prints	129.81
Xerox Corporation	07/19/2013	21447	10110556211	june base & prints	129.80
Grand Totals:					<u>1,023,261.</u>

Report Criteria:

Detail report type printed

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

Vendor	Check Date	Check No	Gen Ledger Acct	Description	Amount
BRIM Tractor Company	7/12/2013	21260	40242106506	New operations mower	12,843.00
CDW Government, Inc	7/19/2013	21354	10110256303	Polycom phones	22,260.00
Central Coast Excavating, Inc	7/26/2013	21463	30434206116	repair nw 3rd st sewer	12,730.00
Central Lincoln P.U.D	7/19/2013	21355	10119006104	Street lights	15,391.97
Chase Park Grants LLC	7/26/2013	21465	30434506034	General Services Task 1 FYE2014	21,376.86
Chase Park Grants LLC	7/26/2013	21465	60161106034	General Services Task 2 FYE2014	45,425.84
Civil West Engineering Service	7/19/2013	21358	60161106025	SB Sewer & Water	13,171.41
Clackamas Construction	7/19/2013	21359	60161107024	Payment # 1 / SE Ash St	84,310.13
Greater Newport Chamber of Crc	7/2/2013	21192	40343106225	GNCC Contract - 3rd QTR 2013	43,125.00
KANSAS STATE BANK	7/12/2013	21286	20322308020	Final Pmnt on 3 dodge Chargers	33,670.05
Lieder, Ted Construction	7/15/2013	21327	10113207013	Down pmnt - Abbey Pier Project	23,443.00
Lieder, Ted Construction	7/31/2013	21515	10113207013	Progress pmnt for dry rot Abbey St Pier	13,134.72
Lincoln County	7/26/2013	21479	10110706305	Alliance support Jan-June 2013	46,959.00
OCCA	7/2/2013	21213	40343106238	OCCA Contract 3rd QTR 2013	28,125.00
Precision Approach Engineering	7/26/2013	21497	40242106025	Runway 16-34 Rehab Pre design	12,922.72
Precision Approach Engineering	7/26/2013	21497	40242106025	Runway 16-34 Rehab design	102,701.81
Tillamook County Treasurer	7/2/2013	21238	10111006213	share of software for Library consortium	20,627.36



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

Interim Manager's Report Through August 14, 2013

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

Interim City Manager/Staff Interactions

The Interim City Manager met with the following individuals (some on multiple occasions) during the course of the past month:

Richard Dutton, Linda Brown, Jason Malloy, Mark Miranda, Chris Rampley, Melissa Roman, Lance Vanderbeck, Terry Durham, Chuck Norman, Bob Gazewood, Christy Monson

In addition, the Interim City Manager met with the following employee groups:

Airport staff, Finance staff, Library staff, Library Supervisors, Public Works staff, Parks & Rec Supervisors, Department Heads

On July 12, the Interim City Manager attended Greg Schaecher's retirement party.

On July 15, the Interim City Manager met with staff from Engineering and Public Works to go over the proposals submitted for the Dam Consultants of Record. This group included: the Interim City Manager, Tim Gross, Ted Jones and Steve Stewart.

On July 25, the Interim City Manager attended the annual Library Volunteer's Luncheon. The Library has over 45 volunteers and each year library staff treat them to a potluck lunch. Library staff donate and prepare all the dishes served to the volunteers. The volunteers look forward to this each year.

Over the course of this reporting period the Interim City Manager wrote evaluations for five staff members. The Interim City Manager consulted Department Heads and others for information, due to the small amount of time the Interim City Manager has been responsible for evaluating these staff members.

On August 12, eight staff members attended the first of four professional business writing classes. The City Manager organized the classes for staff who routinely produce written correspondence as a part of their duties.

Committee Attendance

The Interim City Manager met with the following committees, task forces or sub groups:
Public Arts , Safety, Employee, Destination Newport, Infrastructure Task Force,
City Manager Evaluation Sub Group, Airport, Library Advisory Board,
Wayfinding

Citizens, Clubs and Other Organizations

The Interim City Manager met with the following people, groups of people or organizations:

Rotary Club of Newport, Newport Library Foundation, Public Library Division Board of Directors, Lincoln County Librarians, Lincoln County City Managers, Nye Beach Merchants, City Center Merchants, Jamie Rand, John Baker, Wally Sherman, Greg Stanton, Mark Watkins, Steve Shoester, Sharon Beardsley, Frank Geltner, Lee Ann Prchal.

On July 16, the Interim City Manager met with Lynn Deardorff, Airport Certification Safety Inspector, from the FAA to discuss her inspection of the Airport. While no written report has yet been received, Ms. Deardorff was very happy with the condition of the airport.

On August 8, the Interim City Manager, Tim Gross and Ted Jones met with representatives of the Lincoln PUD to discuss issues that arose as a result of the paving of Ash Street in South Beach.

On August 9, the Interim City Manager met with Martin Conroy, Aviation Safety Inspector for the FAA. Mr. Martin's business could be characterized as a courtesy call. He is currently investigating the status of businesses at the airport that may be offering air charter or air tour services. Mr. Martin shared that both are regulated by the FAA and he asked for City assistance in identifying people who may be operating these kinds of businesses at the airport.

Respectfully Submitted

Ted Smith



U.S. Department
of Transportation
Federal Aviation
Administration

Federal Aviation
Administration
Northwest Mountain Region

Airports Division, Safety &
Standards Branch
1601 Lind Ave, S.W., Suite 315
Renton, WA 98057-3356

July 31, 2013

EIR Number: 2013NM800075

Lance Vanderbeck & Terry Durham
Airport Manager
Newport Municipal Airport
135 SE 84th
Newport, OR 97365

Dear Lance Vanderbeck & Terry Durham:

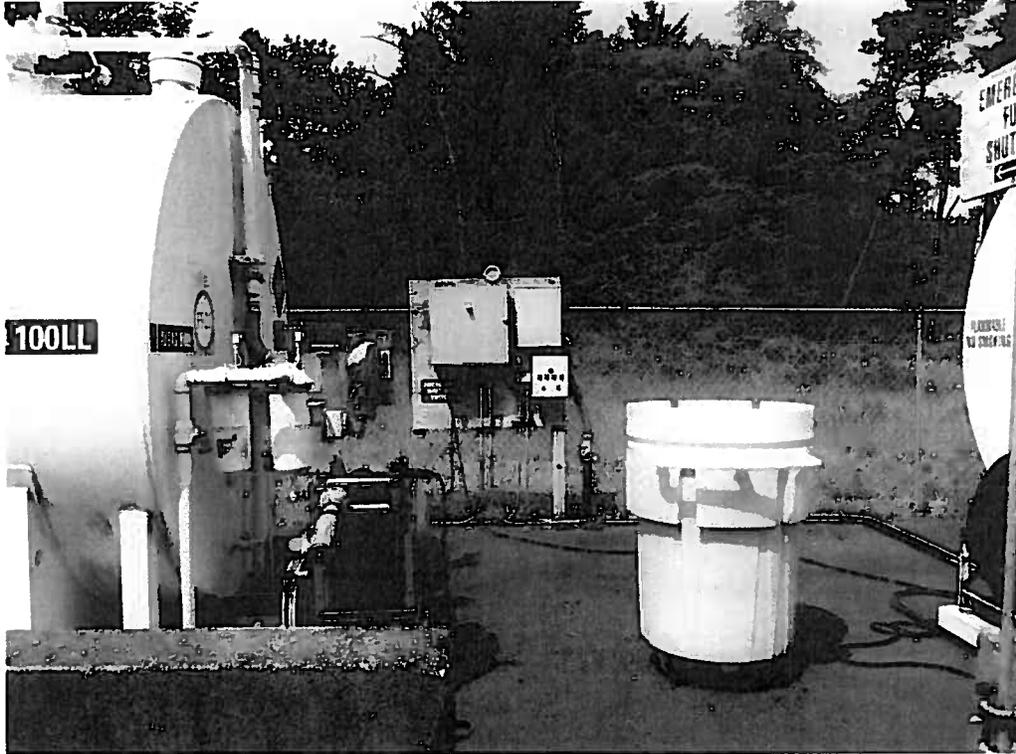
Letter of Correction

The Periodic airport certification inspection of Newport Municipal Airport was concluded on 7/23/2013. The inspection was conducted to determine compliance with 14 CFR Part 139, the Airport Certification Manual, and the Airport Operating Certificate. The inspection revealed the airport was not in compliance with all of the requirements of Part 139. The following discrepancies to Part 139 were noted during the inspection, and those that are unresolved must be corrected by the dates indicated:

139.319I2-Operations: Aircraft Rescue and Firefighting: Operational Requirements. ARFF personnel were not trained within 12 consecutive calendar months (ccm) in two of the required subject areas. Training dates exceeded 12 ccm.

Correction
Date: 9/30/2013

139.321B4-Operations: Handling and Storing of Hazardous Substances and Materials. Emergency Fuel Shutoff system is located toward the rear of the fuel farm. As directed in NFPA 407 (4.4.5.3), emergency fuel shutoff systems should be located "outside of probable spill areas and near the route that normally is used to leave the spill area or to reach the fire extinguishers provided for the protection of the area."



Correction 9/30/2013
Date:

Please advise in writing when the unresolved discrepancies are corrected, but no later than 15 days after the correction date. These dates were mutually agreed to. If you are unable to meet these dates, please notify me as soon as possible. We will expect your future compliance with the regulations.

Sincerely,

Lynn Deardorff
Airport Certification and Safety Inspector

Attachment

Cc: SEA-636, Kevin Latschaw

RECOMMENDATIONS / COMMENTS
AIRPORT CERTIFICATION INSPECTION
Newport Municipal Airport
July 23, 2013

The following recommendations/comments are provided as a result of the Airport Certification Inspection:

1. It is recommended that the airport operator acquire a FOD BOSS and sweeper to remove FOD from runways.
2. A future recommendation is to acquire a friction measurement device for assessing contaminants on runways.
3. Does AFFF foam utilized in the ARFF truck meet required Mil-Spec and on current QPD list? Review the attached CertAlerts and verify AFFF is acceptable.
4. NOTE: Staffing and maintenance of airport during latest inspection versus an inspection 4 years ago with only 2 airport operation personnel has made significant strides in keeping the airport well maintained. During this time there has not been an airport manager to give guidance or oversight for maintaining the airport under the standards of FAR Part 139. Lance and Terry have taken it upon themselves to improve the airport in accordance with Part 139 and maintain it in a condition for overall safety for both tenants and transient flights into and out of the airport. They have followed guidance from Part 139 and FAA policies for safe operations with limited staff. Condition of airfield during inspection showed diligence and conscientiousness of maintaining the airport even though an airport operating certificate is not needed.



Federal Aviation Administration

National Part 139 CertAlert

****Advisory**Cautionary**Non-Directive**Advisory**Cautionary**Non-Directive**Advisory**Cautionary**Non-Directive****

DATE: 02/15/2011 **No. 11-02**

TO: Airport Operators, FAA Airport Certification Safety Inspectors, ARFF Departments and Mutual Aid Units

Subj: Identifying Mil-Spec Aqueous Film Forming Foam (AFFF)

Point of Contact: Marc Tonnacliff, AAS-300 (202) 267-8732

1. Purpose. This CertAlert:

- a. Confirms that we authorize only Mil-Spec Aqueous Film Forming Foam (AFFF) for airport operator use, and
- b. Explains where airport operators can find a list of qualified products on the Department of Defense (DOD) Qualified Product Database (QPD).

2. Background. CertAlert 06-02, Aqueous Film Forming Foam (AFFF) Meeting MIL-F-24385, and Advisory Circular 150/5210-6, Aircraft Fire and Rescue Facilities and Extinguishing Agents, required all purchases of AFFF made after July 1, 2006, by airport operators holding a FAA Airport Operating Certificate to conform to MIL-F-24385. Recent assessments of AFFF inventories at Part 139 airports revealed several airport operators purchased AFFF that does not meet Mil-Spec standards, despite labels that say otherwise.

3. Actions.

- a. Airport operators must ensure that any AFFF purchased after July 1, 2006, meets Mil-Spec standards.
 - i. AFFF meets Mil-Spec standards if the AFFF appears on the DOD Quality Product Database (QPD) web site.
 - ii. If the AFFF is **NOT** on the QPD, we do **NOT** authorize the AFFF for use at Part 139 airports.
- b. However, if a Part 139 airport operator:
 - i. Purchased the previous AFFF standard of UL 162 prior to July 1, 2006, the airport operator should continue to use the current inventory until depleted or it reaches the manufacturers' expiration date; or
 - ii. Purchased AFFF listed on the QPD after July 1, 2006, but that AFFF is no longer listed on the current QPD, the airport operator should continue to use

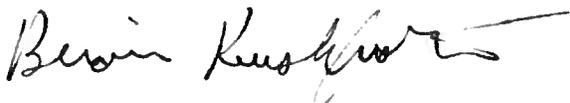
the current inventory until depleted or it reaches the manufacturers' expiration date.

4. Additional Guidance.

- a. Airport operators can learn which manufacturers make Mil-Spec AFFF by accessing the Department of Defense QPD website.
 - i. Go to <https://assist.daps.dla.mil/>.
 - ii. Register for an account on the above web site. Requestor will receive an account number and password via email.
 - iii. On first log-in, change the temporary password previously received.
 - (1) Use only lower case letter.
 - (2) Use at least eight characters.
 - (3) Use at least one number.
 - (4) Do not use special characters or capital letters.
- b. Once logged on:
 - i. Select the QPD on the left side.
 - ii. Select the Search tab.
 - iii. Enter the product # for AFFF (24385) and select Search.
 - iv. Select the MIL link.
 - v. Select the desired AFFF percentage (3 or 6 percent). The database will display a list of certified manufacturers based on the selections.
- c. Note: You need to change your password every 90 days or you will be locked out of the system.
- d. *The QPD is updated periodically; therefore, we recommend checking the DoD QPD before each AFFF purchase.*
- e. See sample log-in screen shots on the following pages.

5. References.

- a. Advisory Circular 150/5210-6, Aircraft Fire and Rescue Facilities and Extinguishing Agents.
http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5210-6
- b. FAA Airport CertAlert 06-02, Aqueous Film Forming Foam (AFFF) Meeting MIL-F-24385.
http://www.faa.gov/airports/airport_safety/certalerts/



Brian Rushforth, Manager
Airport Safety and Operations Division, AAS-300

2/15/2011
DATE

Welcome to the **ASSIST**

Friday, March 10, 2010 03:45 PM
Database last updated: March 10, 2010

Account:
Password:

[Not registered?](#) [Forgot Password or Account Id?](#)

System Overview
Quick Search
assistdocs.com
Shopping Wizard
Feedback

Document Automation and Production Service, 8100 Roberts Ave, Philadelphia, PA 19114
If you have any questions, please contact the ASSIST Help Desk team
Account Registration: 810-457-2358 (Toll Free) 810-457-2358
Privacy and Security Information and Section 508 Compliance Information

DAPS
Defense Standardization Program

ASSIST Online

ASSIST

search overview report roadmap functional zoom alert portal help

The Official Source of
DoD Standards
and Specifications

Welcome Marc Tonnacliff

Doc Analysis
Doc Management
Review Drafts
DoD Contacts
DoD Projects
DIDS
ISAs
OPD
WSH

User Profile
Report Library
NGS Adopted
Main Menu
Logout

DSP Home Page
Shopping Wizard

Admin Modules
User Feedback

email: marctonnacliff@faa.gov
login: this session: March 10, 2010 03:29:15 PM
logout: March 10, 2010 03:04:55 PM
[Click here to edit your profile](#)

Governing Spec: **MIL-F-24385F(1)**

The Qualification Dataset for the following governing specification was last updated on **24-JUL-2009**

QA	FSC	QPL Number	Governing Spec	Doc Date	Doc Status	Title	QPL Notes
SH	4210	QPL-24385	MIL-F-24385	05-AUG-1994	Active	FIRE EXTINGUISHING AGENT, AQUEOUS FILM-FORMING FOAM (AFFF), LIQUID CONCENTRATE FOR FRESH AND SEA WATER	Preamble Footnotes

Search > QPL > Government Parts

Based on the selected QPL above

Filter for: Filter by:

Total part count = 2 [Click on the appropriate link to see more. If not link, no source](#)

Page 1 of 1

▼▲ Govt Designation ▼▲ HCS Designation ▼▲ HSN ▼▲ Spec Sheet ▼▲ CSI Notes

TYPE 3
TYPE 5

Page 1 of 1

▼▲ Mtr Designation	▼▲ Source Name	Code	Links
AER-O-WATER 3-EM	KIDDE FIRE FIGHTING, INC 180 SHEREE BOULEVARD STE 3900 EXTON, PA 193411304 USA 610-594-4101 Test Reference: IIRL Rpt 6180-7E2A-CRF	11939	[source POC] [source] [Plants]
ANSULITE 3% AFFF/AFC-5A	ANSUL FIRE PROTECTION 1 STANTON ST. MARINETTE, WI 54143-2597 UNITED STATES 715-735-7411 Test Reference: NRL Rpt 61-0051-G-2, 6180-373	04JH1	[source POC] [source] [Plants]
BUCKEYE 3% BFC-3MS AFFF	BUCKEYE FIRE EQUIPMENT COMPANY, INC 110 KINGS RD KINGS MOUNTAIN, NC 280862090 USA 704-739-7415 Test Reference: Test Rpt NRL 6180A:RS Dtd 20 Oct 2003, DCIA, Atlanta Ltr Dtd 12 Nov 2003	57658	[source POC] [source] [Plants]
CHEMGUARD 3% AFFF C-301MS	CHEMGUARD INCORPORATED 204 S 6TH AVE MANSFIELD, TX 750632304 USA 817-473-9954 Test Reference: IIRL Rpt 6180-0047A:FWW 30 January, 1997	0E DY7	[source POC] [source] [Plants]
TRIDOL M 3%	KIDDE FIRE FIGHTING, INC 141 JUNNY RD ANGIER, NC 275018525 USA 919-639-5151 Test Reference: IIRL Rpt 6180-0103A, 18 Feb 1994	63317	[source POC] [source] [Plants]

The red light means recertification is overdue. The AFFF is still acceptable. Confirm the AFFF containers note both the company names and specification number.



Memo

To: Ted Smith, Interim City Manager and City Council
From: Derrick Tokos, Community Development Director
Date: August 15, 2013
Re: Department Update

MONTHLY PERMIT FIGURES

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

	Building Permits	Electrical Permits	Plumbing Permits	Construction Value	Land Use Actions
July	13 (\$6,716.45)	25 (\$1,948.80)	5 (\$491.90)	\$640,400	6 (\$369.00)
YTD	62 (\$43,224.45)	137 (\$17,849.28)	36 (\$9,349.79)	\$5,589,122	24 (\$6,533.00)

Building permit activity included a new dwelling, a couple of residential remodels, commercial tenant improvements (Power Ford), a couple of wall signs, a couple of freestanding signs, and temporary portable signs. Land use actions include zone code changes related to manufactured dwelling parks and the Nye Beach Design Review Overlay; a property line adjustment, and a couple of temporary structures permits.

STATUS OF MAJOR CONSTRUCTION PROJECTS

Port Terminal Project: Construction is substantially complete, with the Port's contractor working on punch list items. City is awaiting a final write-up from the project engineer regarding deferred structural improvements. Once that report is received, final inspections can be performed and an occupancy permit issued.

Lincoln County School District: Work on classrooms and storage building at High School is ongoing. Health Center improvements at the Preparatory Academy are complete and final inspection performed.

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

Umpqua Bank: Framing for new bank building is substantially complete.

Safeway: Renovation is substantially complete and anticipate request for final inspection at any time.

Nazarene Church Outreach/Community Center: The exterior of the building is being sealed in advance of the rainy season. It appears that work is being performed by volunteers and is progressing slowly.

Teevin Bros. Log Yard: City decision approving traffic impact analysis was appealed to Land Use Board of Appeals on 6/21/13. City prepared and submitted the record on 7/3/13. Teevin Bros. and the Port of Newport have intervened in support of the City's decision. A record objection by the appellant has been addressed and the parties are awaiting the release of a briefing schedule from the Land Use Board of Appeals. Teevin Bros. has advised City staff that they will hold off on making final revisions to the building plans until lease negotiations are completed, and possibly until the appeal is decided.

SIGNIFICANT PLANNING PROJECTS

Safe Haven Hill Tsunami Evacuation Improvements: FEMA authorized and funded the Phase 1 scope of work, including supplemental geotechnical and benefit-cost analysis. Supplemental geotechnical work has been performed and a report was delivered on 7/9/13. The report supports the development of the site as an assembly area and contains specific construction recommendations. Coordination meeting held with OEM on 8/6/13. Benefit-cost analysis is being prepared a FEMA approved consultant, and city staff is initiating consultation with SHPO. Phase 1 work must be completed by 1/26/14 and the project is on schedule.

Creation of Land Bank for Work Force Housing: Planning Commission reviewed an agreement between the City, Lincoln Community Land Trust (LCLT), and Community Service Consortium (CSC) on 3/11/13 and recommend that it be adopted. Agreement calls for LCLT, with CSC staff support, to construct six workforce housing units over the next five years. City would make property available out of its land inventory as a "land bank." Council considered the agreement at its 4/15/13 work session, and discussed it further at a regular meeting on 5/20/13. In response to concerns from the Council, the LCLT has agreed to amend its lease terms to ensure that inheritability provisions do not result in workforce housing units being acquired by persons with incomes that would not otherwise qualify. LCLT and CSC met with the County on 6/26/13. County Commissioners to consider agreement with CSC where County would serve as guarantee to ensure LCLT performance. That discussion will occur at the 8/28/13 Board of Commissioners meeting. Agreement to be scheduled for City Council action in September.

Vacation Rental Code Update: At this time 128 applications for VRD or B&B endorsements have been submitted. The City has conducted 92 inspections, 75 of which have passed. Many of those that have yet to pass have significant repairs that need to be undertaken. Fire egress out of bedroom windows, lack of GFCI outlets, inadequate hand railing or guard rails on staircases, and strapping on water heaters were the primary issues identified through the inspection process.

Transportation System Plan (TSP) Update: Council adopted the TSP amendments on 11/5/12. Zoning code chapters for transportation impact analysis studies and street improvements for infill development were effective the first of the year. The trip budget program will be effective once the County and State adopt the proposal. The County Planning Commission held a hearing on the TSP amendments on 7/22/13 and recommended they be approved by the Board of County Commissioners. A hearing date has not yet been set for Board action.

Agate Beach Street and Recreation Enhancements: On 8/2/12 FHWA announced that the project will be funded in the amount of \$557,696. City received a final grant agreement on 7/30/13. Consultant selection to follow.

Reservoir UGB Amendment and Annexation: The expansion proposal was approved by the City Council on 5/6/13 and has been forwarded to the County for their review and approval. The County Planning Commission held a hearing on the UGB expansion on 7/22/13 and recommended it be approved by the Board of County Commissioners. A hearing date has not yet been set for Board action.

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

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

COMMITTEE WORK

Planning Commission: Held a hearing on 7/8/13 to review and recommend amendments to the Port Facilities element of the Newport Comprehensive Plan. Amendments incorporate the Port's January 2013 CIP and Strategic Business Plan updates and create a goal and policies on how the two agencies should coordinate their work.

CWACT Technical Advisory Committee: Newport is seeking \$1,075,000 of state funding (\$2.6 million total project cost) for construction of the SE 35th Street intersection and related improvements along Ferry Slip Road. TAC met 7/10/13 to make recommendations on the grant proposals. The Newport project received a high rating. ODOT scoping came in at about \$4.5 million (total project cost). Staff is working with ODOT to refine the estimates. The change will mean that more state funding will be needed and is unlikely to affect the project's high priority rating.

Newport Public Library
Librarian's Report to the Newport Library Board of Trustees
August 14, 2013

We continue to work towards providing a more secure library for both patrons and staff. To that end, an additional six security cameras have been added to the four we installed last year. Now we can also keep an eye on the outside stairs on the north side of the library.

Computer classes will commence on Friday mornings in September. City staff are welcome to request training for small groups as well.

The Library offered 6 adult programs with 62 attending.

We will kick off Banned Books Week in September with a program from Oregon Humanities. On September 22, Dr. Pancho Savery of Reed College will present "To Cut or Not to Cut: Censorship in Literature," which discusses the rewriting of *The Adventures of Huckleberry Finn*. On September 24, the library's Reading Circle will discuss the book, and the Literary Flick for the month will be the 1939 version of the movie.

Our annual summer reading program is finished for another year and showed a gain in participation this year of 8.3% over the summer of 2012. Children are still working on their reading goals and have until August 31 to finish up and receive their *Dig Into Reading* t-shirt.

The overdue recovery project for items due since February, 2013 has recovered 241 items with a value of \$4,869.04.

Our newest, and youngest, staff person, Alice Waarvick MacGougan, attended the "Safety and Security the Workplace" training in Coos Bay. She reported that it was a valuable program and she feels more confident about her ability to handle unruly patrons. We only hope that she won't have to use her training while working here.

Respectfully,

Ted Smith

<u>241</u>	<u>\$4,869.04</u>
------------	-------------------



Noble
Professional
Dedicated

Newport Police Department Memorandum

One Team - One Future

Date: August 4, 2013
To: Ted Smith, Interim City Manager
From: Mark J. Miranda, Chief of Police *MM*
Subject: Department Report for July 2013

1. Although the 4th of July was on a Thursday this year, it turned into a four day weekend for many people. It appeared that most, if not all hotels and motels were full for the weekend. During the evening of the 4th, I estimated that we had anywhere between 40,000 to 50,000 people in town to watch the fireworks. After the fireworks we experienced the usual traffic jam/grid lock, which lasted over an hour. Fortunately there were no serious incidents during this time.
2. We are continuing the discussion of starting a Boy Scout Explorer Post here at the Police Department. This program is for students aged 14 through 20, which have an interest in Law Enforcement. We met with the new District Executive, Jeffrey Weiss and hope to start advertising for the Post in September.
3. I attended the FBI National Academy Conference in Orlando. I did this on my own dime and the City did not expend any funds except for my time away. The courses that I attended were quite interesting. Shaquille O'Neal made an appearance. He's a great supporter of Law Enforcement and received his doctorate in Human Resource Development. The networking was good. I even got to brag about our Volunteer program. The vender area was not as extensive as the Chief's conference, but I picked up a lot of good ideas. I just have to figure out how to pay for them.
4. Way too many car clouts (thefts from cars) have been occurring throughout Newport. We've identified the culprits; they only do a few each night, but it adds up over time. All we have to do now is to either catch them in the act and/or develop a case against them. It's easier said than done. Most, if not all, thefts involved cars that were unlocked. These guys are just looking for easy marks, and an unlocked car can't get any easier. We've passed the word to the public to lock their cars and to not leave valuables in them at any time. The public plays a key role in preventing crime.

5. A week ago there was an unfortunate spill of fish parts on the Bay Front at Hatfield Drive. The driver had not wanted to hinder traffic while closing his back doors, so he drove up the hill and the spill happened. We've been in contact with the trucking company and Pacific Seafood. CSO Dustin Kittel has worked with them to improve procedures and equipment to help mitigate any further problems. We've received nothing but cooperation from Pacific Seafood. They will continue to work with their contracted trucking firms.



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

August 8, 2013

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

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

I was recovering from my bout with pneumonia at the beginning of July, but I am feeling back to 100%, and in good health.

As of July 31, the department has responded to 1,049 calls for service in 2013, as compared to 965 at that time in 2012.

During July, we added two more volunteer firefighters, one a returning volunteer, and one is an EMT from PacWest Ambulance. We also had one long-time volunteer (Tonia Warren) who took a leave of absence due to an injury and surgery. Overall, our volunteer recruitment efforts are going well. We had 22 volunteers on the roster as of 1/1/13, and as of 7/1/13 we are up to 31. My goal was to have a roster of 30 by the end of summer and 35 by the end of 2013. I still hope to reach 35.

As you know, we sent an engine on another deployment. This time a Lincoln County task force went to a complex of fires in Douglas County. They left at about 0400, the morning of 7/28 and they returned, and were back in service at 2300 hours on Sunday August 4th, safe and sound, and with more good experience. We hired a lot of overtime while they were gone to backfill the station. There was some question on whether or not we would be reimbursed for the backfilling as well as the overtime costs for the people we deployed, and I have confirmed that we will be reimbursed for those expenses as well. When we receive the reimbursement from the state, I would like to reimburse our overtime account for the employee expenses and add the reimbursement funds we receive for our apparatus to the vehicle acquisition account.



The County training officers recently organized some excellent State DPSST training classes on firefighter escape and car fire training, which we hosted at our training facility. Several departments participated and the feedback was great. (see photo)

We are looking at the possibility of purchasing one fire engine in the near future. There is a “demo” unit currently available that would suit our needs perfectly, it is available now for \$407,425. I am exploring options for financing or a lease purchase so that we could procure it within our

approved budget and not require an increase in the future years. I am also exploring other ways of reducing the cost and a possible trade-in of the engine that would be replaced. I expect to have more information available soon.

We replaced two overhead doors at Station 3200, and the crews have done some exterior painting during weekend and evening hours. The station really looks much better. We are developing plans to remove some walls and install a second overhead door at Station 3400 (Agate Beach) soon, so we can run an engine and rescue out of that station. At Station 3300 (South Beach), we added a couple of beds, so we are able to staff it at peak periods.

Central Coast Fire Authority – As you know, we brought the proposal to the August 5th Council agenda as an action item, and unfortunately, the Council was apparently swayed by the fears of our personnel, rather than my recommendations. Obviously, I am disappointed by their decision, but I will continue our efforts to work collaboratively with our neighboring departments unless directed otherwise. I have apologized to the other two departments for the personal attacks that were made in the public meeting, and hopefully our relations were not damaged too badly.

While I believe the decision that the Council made was not the best for our community's future, I respect it and I am relieved to at least have a direction for the immediate future. I know our personnel are relieved as well, and we will be focused on working together towards our short term goals.

Respectfully submitted,
Phil Paige, Fire Chief

TO: Newport FD
Chief Phil Paige
245NW 10th ST
Newport OR 97365

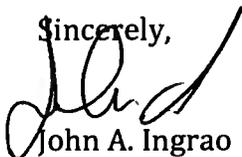
Chief,

I want to express my heartfelt thanks to you, your department and the men and women who were deployed to the Douglas Complex fires in Douglas County, Oregon from July 27 thru August 4, 2013. As the Incident Commander for the Oregon State Fire Marshal Incident Management Green Team it was an honor to have served with your fire service professionals.

I would like to recap the deployment and give some insight into the extraordinary accomplishments of your personnel. The Douglas Complex was the Number One fire in the nation for seven consecutive days. My team was in unified command in cooperation with Oregon Department of Forestry Team 2, commanded by Dennis Sifford. On August 5, 2013 the fire was 34,535 acres with 17 percent containment. 2100 personnel were working in four branches. During our deployment we had five task forces assigned from Lane, Linn, Lincoln, Benton and Marion Counties.

Our successes were accomplished through the hard work and determination of your personnel. Due to the fire's progress, I was able to secure conflagrations for both Douglas and Josephine Counties. The ability to move resources throughout the incident allowed the flexibility to provide point protection for structures in the fire's immediate path and preparation protection on structures in the fire's expected path. We defended and saved 545 structures, the communities of Glendale, Wolfe Creek and unincorporated Josephine County. This accomplishment was made possible due to the flexibility of the task forces and their leaders. It truly was an extremely dynamic fire with a high probability of complications – none of which occurred. I contribute this success to your personnel, their expertise and professionalism.

In closing, this incident illustrated the state-wide response readiness of the structural fire service in Oregon. These organizations are staffed with highly trained personnel who answer challenges with professionalism, expertise and safety as a number one priority. Thank you for the honor and privilege of working with your agency and personnel.

Sincerely,

John A. Ingrao

Incident Commander SFMO, Green Team T2 IMT

NEWPORT FIRE DEPARTMENT

City Report July 2013

	CITY	RURAL		CITY	RURAL
FIRE CALLS:	12	1	PERMITS ISSUED:		
AUTOMATIC ALARMS:	9	0	BURN PERMITS:	13	18
MEDICAL CALLS:	96	9	FIREWORKS PERMIT:	1	0
MOTOR VEHICLE COLLISION	5	3	FIREWORKS DISPLAY:	1	0
RESCUE	1	2	PERSON INSERVICES TOURS:	1	
MUTUAL AID RENDERED:	5	2	TOTAL INSPECTIONS:	4	
MUTUAL AID RECEIVED:	0	0	VIOLATIONS:	15	
AVIATION STANDBY:	0		ABATEMENTS:	1	
PUBLIC SERVICE	24	2	PLAN REVIEWS:	6	
HAZARDOUS CONDITION	1	0	CONSTRUCTION INSPECTIONS:	0	
OVERPRESSURE/RUPTURE:	0	0	VOLUNTEER HOURS	353	

OCCUPANCIES of Fires and Automatic Alarms

AIRCRAFT:	0	0	PROCESSING PLANTS:	0	0
BOATS:	0	1	PUBLIC BUILDINGS:	1	0
HOSPITAL/CARE CENTER:	2	0	REPAIR SHOPS:	0	0
HOTEL/MOTEL:	1	0	RESIDENTIAL:	3	0
LABORATORIES:	0	0	RESTAURANT:	1	0
LAUNDRAMATS:	0	0	SCHOOLS:	3	0
LAUNDRIES:	0	0	SERVICE STATION:	0	0
MANUFACTURING:	0	0	STORAGE:	0	0
MARINA:	1	0	STORES:	0	0
MISCELLANEOUS:	1	0	TAVERNS:	0	0
MOTOR VEHICLES:	1	0	TRAILERS:	0	0
NATURAL COVER:	5	1	UTILITIES:	0	0
OFFICES:	1	0	VACANT BUILDINGS:	0	0

NEWPORT FIRE DEPARTMENT

City Report July 2013

CAUSES of Fires and Automatic Alarms

	CITY	RURAL		CITY	RURAL
ALARM MALFUNCTION:	3	0	HEATING APPLICANCE:	0	0
CARELESS SMOKING:	1	0	INCENDIARY:	0	0
CHILDREN W/HEAT SOUR	0	0	PROHIBITED MATERIALS	0	0
CLEARANCE:	0	0	MISTAKEN ALARM:	3	0
ELECTRICAL:	1	0	OPEN FIRES:	1	0
ENGINE BACKFIRE:	0	0	REKINDLE:	0	0
EXPOSURE FIRE:	0	0	SCORCHED FOOD:	2	0
FALSE ALARM:	1	1	SPARKS:	1	0
FIREWORKS:	1	0	UNDETERMINED:	4	1
FLAMMABLE LIQUID:	0	0	WELDING/CUTTING:	0	0
FLUES:	0	0			
FRICTION:	1	0			
GAS LEAK:	0	0			

LOSS OF LIFE

CIVILIAN: 0 FIREFIGHTER: 0

INJURY

CIVILIAN: 0 FIREFIGHTER: 0



Memo

To: Ted Smith, City Manager (interim) and City Council
From: Jim Protiva, Parks and Recreation Director
Date: August 14, 2013
Re: Department Update – July 2013

Municipal Pool

- Staff in service. Recertified 12 lifeguards. Trained 4 new lifeguards
- Completed another sold out session of swim lessons
- Daily recreation swims continue to be popular and safe, no incidents

Recreation Center

- Hired one control desk person and two Rec. Leaders to replace departing staff
- Summer Activity Club – lots of kids, lots of activities, including field trips
- Judy attended a “Workplace Safety” training in Coos Bay
- “A Matter of Balance” sold out, 22 people for an 8 week course
- Stretch and Flex continues have over 45 people in each class

Sports Programs

- Top British coach Steve Pearl returned to coach Basketball Camps at the Rec Center
- Basketball Camps recorded the highest participation numbers ever.
- Basic Survival Skills Camp for kids was a huge success.
- Men’s and Coed softball leagues are now underway.

Newport 60 plus Activity Center

- Took a Lavendar Field trip with 7 patrons
- John Baker presented a Lunch Time Stories session
- Charlie Brown Chili Cook-Off was a big success

Parks & Rec Data July 2013	Facility usage counts	# Programs offered	New annual passes	Total annual passes	New other passes	Total other passes	Drop in users
Senior Center	1,567	37	N/A	N/A	N/A	N/A	147
Sports	851 est. vists mult. Locations	5	N/A	N/A	N/A	N/A	216
Recreation Center	10,660	25	47	696	42	530	719
Municipal Pool	7855	6	5	143	62	122	538
Totals	20,933	73	52	839	104	652	1,620

*spectators are not required to have a pass

*Rec Center pass allows Pool use

*276 City employee/FD Volunteer active passes not inc

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

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

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

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

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

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

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

7/10/2013	233-PW-2013	Bob Fuller	Please fix pothole in Nye Beach parking Lot, just west of Pierless Puffin. Please take before and after pictures and send to Gross and Hawker.	OPENED 7-10-13 Referred to Dave. Broomed out and filled with Cold Patch. Pictures were taken and sent to Hawker and Gross. The whole parking lot needs resurfacing it is in very bad shape. CLOSED 7-11-13
7/12/2013	234-PW-2013	Wendy Engler	Please remove or paint over the "Polluted" graffiti on the sea wall at the Nye Beach outfall. I just went to check and now "JOANNE TUTTLE" is back. Please remove all the graffiti.	OPENED 7-16-13 Referred to PW by Cindy Breves on 7-16-13. On 7-18-13 the all graffiti was painted over with the color used to paint the sea wall. Wendy Engler did not wish to be contacted. CLOSED 7-18-13
7/16/2013	235-PW-2013	Peggy	Water is brown in the plaza. They have let it run for 20 minutes and it is still brown.	OPENED 7-17-13 Referred to PW/Lanny. Called customer. The problem is due to work on the water system. System will be flushed today. Costumer thank him and said she would call if problem continued. CLOSED 7-17-13.
7/17/2013	236-PW-2013	Naomi Josiah	The mower that mowed the grass along the forest path near the skate park mowed through many glass and plastic bottles and left lots of broken glass and shreds of plastic. This is also near children's playground	OPENED 7-17-13 Referred to Jim G in Parks. Parks will have a crew walk the trail and clean on a weekly basis. The crew will also be instructed to watch for glass while moving near edges. Ms. Josiah was contacted and informed about the plan. On-Going 7-17-13

7/18/2013	237-PW-2013	Ellie Hill	Question about the lateral connecting the home to the sanitary sewer main line.	OPENED 7-18-13 Referred to Wastewater Collections. Contacted customer at address. She wanted to know if she could remove a tree from her front yard without damaging her lateral connection. Wastewater checked and she was o.k. to remove tree. CLOSED 7-18-13
7/22/2013	238-PW-2013	Lon Brusselback	Having toilet issues. The plumber sent a camera through the pipe out to city main and it appeared someone punched a line into city main and it was causing flow problems.	OPENED 7-22-2013 Referred to Dave T. Dave, John & Lon met and decide to fix it. They called in for locates, sawed on Monday and dug it up and repaired it Tuesday. CLOSED 8-14-13
7/26/2013	239-PW-2013	Jade Kim	Says 2-3 weeks ago city on-call responded to major leak @ this location. She is the property owner and would like info as to what the issue was.	OPENED 7-26-2013 Referred to PW. 1 1/2 meter needed to be changed out on 7-27-13. The meter was leaking. Claimant was called back and they were thankful for the call. CLOSED 7-29-13.
7/29/2013	240-PW-2013	Bob Ward	The non-profit Tsunami Dock Foundation has recently installed a section of the Misawa Dock on the Bay Front as a tsunami awareness and information center. There are 3 or 4 City Tsunami Signs missing or inconsistently placed on the Bay Front, we would like these installed or resituated.	OPENED 7-29-2013 Forwarded to Tony Garbarino, Emergency Mgmt. Coordinator. They have a plan for tsunami evacuation sign placement. Bob Ward was informed of this at last nights neighborhood meeting @ the Bay Front.
8/2/2013	241-CDD-2013	Elizabeth Griffith	I would like a place for fisherman to use for temporary signs when they are selling fish from their boats. This would absolutely include a space on Highway 20 and 101 for South Beach Marina Fishermen.	OPENED 8-2-13 Referred to CDD. This is a reoccurring issue. CDD will follow-up with the Port and if appropriate collaborate with them on amendments to the sign code. 8-12-13.

8/2/2013	242-PW-2013	Linda Briggs	Purple graffiti on both walls of the staircase between the VAC and public restrooms in the Nye beach area. Would like it cleaned.	OPENED 8-2-13 Referred to Parks. Parks is working on it. They are waiting for new product to come to finish.
8/8/2013 - 8/13/2013	243-PW-2013	745 NE Jefferies Place	Oder complaint	OPENED 8-13-13 Referred to collections. Checked sewers they were ok. Talked with home owner. The order was down on HWY 20. The City couldn't tell what it was or where it was from. The City tried again another day but there was no Oder when the city was there. There was heavy fog and no wind. Claimant understood and will call back if the smell returns. CLOSED 8-14-2013.



Memo

To: Ted Smith, Interim City Manager and City Council
From: Ted Jones, PE, Senior Project Manager
Date: August 19th, 2013
Re: Capital Projects Status Update

Project: **Ash Street Design and Construction**
Project Number: 2010-003
Status: Drive approaches, light conduit/bases, and secondary drainage completed.
Next Task: Pave the multi-use path.
Budget: \$557,000
Description: Design and construct Ash Street between SE 40th St. and SE Ferry Slip Road.

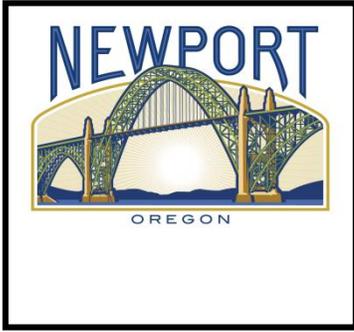
Project: **Hwy 101 Crosswalk Improvements**
Project Number: 2012-001
Status: Site walk through with ODOT completed week of 05 August 2013.
Next Task: Secure construction/temporary right-of-way agreements.
Budget: \$502,000
Description: This project will improve the visibility and safety of multiple crosswalks on Highway 101 between 15th Street and the bridge. Proposed improvements include curb extensions and/or pedestrian safety islands, improved signage and pavement markings, and in one location pedestrian activated warning lights.

Project: **Big Creek Road Landslide Repairs**
Project Number: 2011-003
Status: Project awarded to Wildish Paving.
Next Task: Pre-construction meeting the week of 19 August 2013.
Budget: \$750,000
Description: This project will restore Big Creek Road. A January of 2011 storm caused portions of the road to slide away, making the road unsafe for vehicles and jeopardizing a buried water main and electrical and telecommunications overhead transmission lines. This project is 75% funded through FEMA.

Project: Lower Big Creek Reservoir Drawdown Pipe Repair
Project Number: 2012-012
Status: Outfall isolated and headwall construction underway.
Next Task: Complete the headwall construction and initiate pipe cleaning and repair.
Budget: \$160,000
Description: Repair a structurally deficient and functionally obsolete 30-inch corrugated metal outfall pipe with a 24-inch HDPE Liner and structural grout.

Project: Hwy 101 Sewer & Water Improvements
Project Number: 2011-008
Status: Laskey-Clifton has completed punch list items.
Next Task: Project closeout.
Budget: \$1.3 MM
Description: This project replaces undersized and aging water pipes in the South Beach area, improving water capacity and pressure. In addition, sanitary sewer pipes are being extended allowing adjacent properties to connect to City services, thereby abandoning aging septic systems.

Project: Agate Beach/NE 71st Waterlines and Lakewood Hills Pump Station
Project Number: 2011-018 and 2012-013
Status: Bids opened.
Next Task: Issue Notice of Intent to Award.
Budget: \$1.3 MM
Description: Installing a new water distribution pipeline along US-101 in the Agate Beach area and along NE 71st St for Phase 1 of the NE 71st St. Water System Improvements Project. The Lakewood Hills Pump Station which will improve performance and reliability for pressure and fire flow.



Agenda Item # _____
Meeting Date August 19, 2013

CITY COUNCIL AGENDA ITEM SUMMARY
City of Newport, Oregon

Issue/Agenda Title Public Hearing and Possible Adoption of Ordinance No 2057 on Withdrawal of Lettenmaier Property from the Newport City Limits

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

ISSUE BEFORE THE COUNCIL: The second of two public hearings required pursuant to ORS 222.460 at which the public is invited to testify on whether or not it is in the public interest for the City to withdraw a 71.39 acre property from its corporate limits. The property is a part of the larger 668 acre Wolf Tree Destination Resort site, and is specifically identified as Tax Lot 801, Section 5, T12S, R11W, W.M. The City Council initiated the withdrawal process on June 3, 2013 (Res. #3632) at the request of the property owner, Terry Lettenmaier.

STAFF RECOMMENDATION: Staff recommends the City Council adopt Ordinance No. 2057 withdrawing the property from the city limits.

PROPOSED MOTION: I move for reading by title only of Ordinance 2057, an ordinance withdrawing property identified as Tax Lot 801, Section 5, T12S, R11W, W.M. from the corporate limits of the City of Newport and authorize the Mayor to sign the ordinance following review by the City Attorney.

KEY FACTS AND INFORMATION SUMMARY: The subject property is a part of the Wolf Tree Destination Resort that was brought into the Newport Urban Growth Boundary in July of 1987 (Ord. #1492). The developer at that time envisioned constructing the resort in two stages. This property, being on the far northeastern edge of the site, was to be part of the second stage of development. It was annexed a year later, in September of 1988 (Ord. #1522) and made a part of the "Stage One" concept because the developer came to the conclusion that additional acreage was needed to achieve the desired residential density once a preliminary design was completed for a planned golf course. Ultimately, the development never moved forward and the property has since changed hands.

The Wolf Tree resort site is zoned R-4/"High Density Residential" and C-2/"Tourist Commercial" with a Planned Destination Resort (PDR) overlay. The purpose of the overlay is to ensure that a destination resort use is established. To this end, it prohibits any development of the property that falls short of at least 150 rentable units, eating establishments for at least 100 persons, meeting room capacity for at least 100 persons and recreational facilities all of which must total an initial investment of at least \$6 million (in 1987 dollars). Such a scale of development would support the extension or development of urban services, which currently do not exist in the area.

On January 25, 2013, the City received a letter from Terry Lettenmaier requesting that property he and his wife Laurie Weitkamp purchased in July of 2011 be withdrawn from the City of Newport. Mr. Lettenmaier desires to construct one dwelling on the property. Withdrawing the property from the City helps achieve this objective by allowing them to approach the County to rezone the sites to a designation where that use would be permissible.

ORS 222.460 sets out a procedure for withdrawing property from a City. The process must be initiated by Council resolution, followed by two noticed hearings at which the public is afforded an opportunity to testify. The first such hearing was held on July 1, 2013. After taking testimony, the City Council adopted Order No. 2013-3 setting out that

the City still favors the withdrawal of territory, as originally presented, and set August 19, 2013 at 7:00 pm as the date and time for a final hearing. The purpose of holding a second hearing is to allow electors within the affected area to request, in writing, that the withdrawal proposal be put to an election. No written requests of this nature were submitted to the City.

In electing to initiate the withdrawal of the Lettenmaier property, the City Council determined that the public interest is furthered because the subject site is not critical to the orderly development of the Wolf Tree Destination Resort. It had one caveat, which is that an arrangement be made to allow utilities to be extended across the property if needed to serve the resort in the future. The Lettenmaiers' and Steel String, Inc., the owner of the balance of the Wolf Tree Destination Resort, have worked this issue out and an easement has been prepared acceptable to both parties that provides for the extension of utilities across the Lettenmaier property.

It is relevant to note that withdrawal of the property from the City does not mean that it is forever foreclosed from being a part of the destination resort. The property would still be within the Urban Growth Boundary and could presumably be annexed back into the City in the future.

OTHER ALTERNATIVES CONSIDERED: None.

CITY COUNCIL GOALS: This request is not related to any adopted Council goals.

ATTACHMENT LIST:

- Draft Ordinance
- August 15, 2013 Emails Between the Parties Accepting the Easement
- Copy of the Draft Utility Easement
- ORS 222.460
- Public Notice of the August 19, 2013 hearing

FISCAL NOTES: The property is presently under a forest tax deferral with an assessed value of \$25,570. Given that this is the case, the withdrawal would have a negligible impact on the City's tax base.

CITY OF NEWPORT

ORDINANCE NO. 2057

**AN ORDINANCE WITHDRAWING A PORTION OF THE
WOLF TREE DESTINATION RESORT SITE
FROM THE CITY OF NEWPORT**

Summary of Findings:

1. Oregon Revised Statute (ORS) 222.460 provides that the legislative body of a city may order the withdrawal of territory from the city limits when it determines that it is in the public interest to take such action.
2. ORS 222.460 further sets out procedures for withdrawing territory, including information that must be contained in city resolutions, orders, and ordinances; requirements for public hearings; thresholds for when elections are required; and disposition of taxes and assessments.
3. The Newport Municipal Code 14.52.030(A)(6) identifies the withdrawal of territory from the city limits as a land use action and requires the City Council to hold a public hearing prior to taking such action.
4. On January 25, 2013, the city received a letter from Terry Lettenmaier requesting that the property that he and his wife, Laurie Weitkamp, purchased in July of 2011 be withdrawn from the City of Newport. The property is approximately 71.39 acres in size and is identified as Tax Lot 801, Section 5, T12S, R11W, W.M.
5. The Lettenmaier property is part of the Wolf Tree Destination Resort that was brought into the Newport Urban Growth Boundary in July of 1987 and annexed in September of 1988.
6. The City Council adopted Resolution No. 3632, on June 3, 2013, initiating the withdrawal of the Lettenmaier property from the City of Newport, and set a public hearing at 7:00 pm, on July 1, 2013 to take input on the issue of withdrawal of this property.
7. In electing to initiate the withdrawal of the Lettenmaier property, the City Council determined that the public interest is furthered because the subject site is not critical to the orderly development of the Wolf Tree Destination Resort provided an arrangement can be made to allow utilities to be extended across the property if needed to serve the resort in the future.
8. On July 1, 2013, the public was provided an opportunity to testify on the question of the withdrawal proposal. After taking testimony, the City Council adopted Order No. 2013-3 setting out that the City still favors the withdrawal of territory, as originally presented, and set August 19, 2013 at 7:00 pm as the date and time for a final hearing.

9. ORS 222.460 provides a period of time between the two required hearings for electors within the affected area to request, in writing, that the withdrawal proposal be put to an election. No written requests of this nature were submitted to the City.

10. An easement has been prepared acceptable to the Lettenmaiers' and Steel String, Inc., the owner of the balance of the Wolf Tree Destination Resort, which provides for the extension of utilities across the Lettenmaier property if such an extension is needed for the resort site to be developed. This satisfies the City Council's lone concern regarding whether or not the withdrawal proposal is in the public interest.

11. Information in the record, including affidavits of mailing and publication, demonstrate that appropriate public notification was provided for both City Council hearings.

THE CITY OF NEWPORT ORDAINS AS FOLLOWS:

Section 1. The following real property in the County of Lincoln, State of Oregon is hereby withdrawn from the corporate limits of the City of Newport:

“U.S. Lot 3 and that portion of the southeast quarter of the northwest quarter lying northerly of Thiel Creek County Road, all in Section 5, Township 12 South, Range 11 West of the Willamette Meridian, in Lincoln County, Oregon.

Excepting therefrom any portion falling within S.E. 98th Street (Thiel Creek Road and County Road 601).

Together with that portion of Government Lot 2 described as follows:

Beginning at the northwest corner of Government Lot 2; thence easterly along the north line of said lot to the northwest corner of Government Lot 1; thence south along the west line of said Lot 1, 655 feet; thence westerly, parallel with the north line of Government Lot 2 to the west line of said Lot 2; thence northerly along said west line to the point of beginning, all in Section 5, Township 12 South, Range 11 West of the Willamette Meridian, in Lincoln County Oregon.

Excepting that portion, if any, of the Tract described in Volume 261, Page 844, of the Lincoln County Film Records.”

The territory is further illustrated on the Lincoln County Assessors Cadastral Map attached as Exhibit A.

Section 2. The property described in Section 1 shall, from the effective date of this ordinance, be free from assessments and taxes levied thereafter by the city. However, the withdrawn area shall remain subject to any bonded or other indebtedness existing at the time of the order. The proportionate share shall be based on the assessed valuation, according to the assessment roll in the year of the levy, of all of the property contained in the city immediately prior to the withdrawal.

Section 3. This ordinance shall take effect 30 days after the date an easement is recorded against the subject property to the benefit of Steel String, Inc., for the purpose of extending utilities to the Wolf Tree Destination Resort.

Date adopted and read by title only: _____

Signed by the Mayor on _____, 2013.

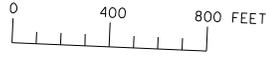
Sandra Roumagoux, Mayor

ATTEST:

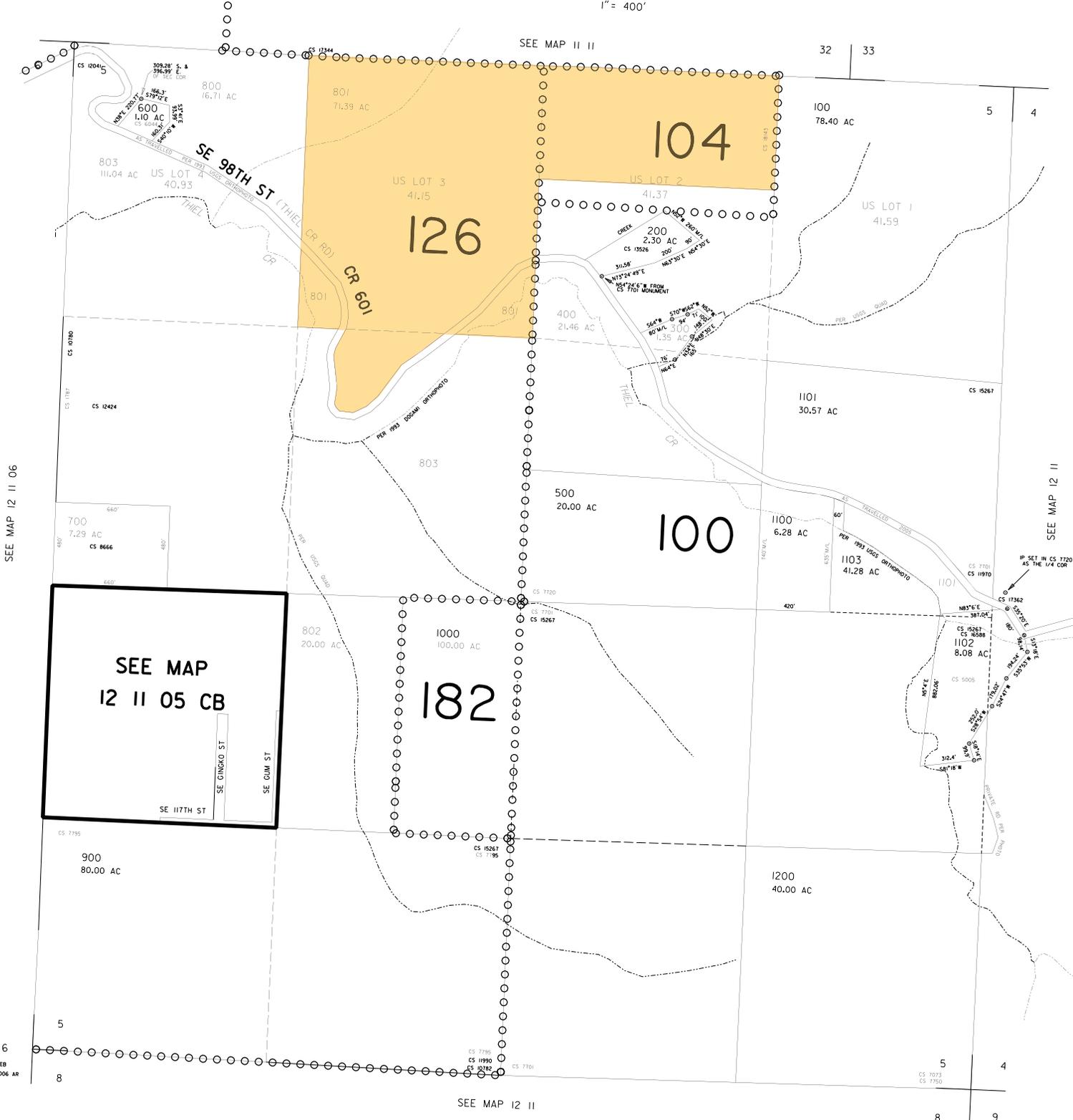
Margaret M. Hawker, City Recorder

DRAFT

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY



SECTION 5 T12S R11W WM
LINCOLN COUNTY
1" = 400'



SEE MAP 12 11 06

SEE MAP
12 11 05 CB

SEE MAP 12 11

SEE MAP 12 11

Derrick Tokos

From: Bonnie Serkin <Bonnie@eenw.com>
Sent: Thursday, August 15, 2013 3:54 PM
To: Terry Lettenmaier
Cc: Derrick Tokos
Subject: RE: Steel String / Lettenmaier - Revised Easement

It's OK with me too. I'll get the typos corrected (can't quite see them on what you sent me), but it can probably go in the Council packet as Brendan sent it earlier, subject to the corrections being made when the legal description is attached – right? Thanks, everyone.

Bonnie

From: Terry Lettenmaier [mailto:lett@peak.org]
Sent: Thursday, August 15, 2013 3:37 PM
To: Bonnie Serkin
Cc: 'Derrick Tokos'
Subject: FW: Steel String / Lettenmaier - Revised Easement

Bonnie,

I just reviewed the easement document with my wife Laurie, and it looks very good to us other than a few typos that I have marked up in the attached document.

Thank you,

Terry

From: Crowley, Brendan S. (Perkins Coie) [mailto:BCrowley@perkinscoie.com]
Sent: Thursday, August 15, 2013 2:52 PM
To: D.Tokos@NewportOregon.gov; lett@peak.org
Cc: Bonnie Serkin (Bonnie@eenw.com); Krawczuk, Dana (Perkins Coie)
Subject: Steel String / Lettenmaier - Revised Easement

Terry and Derrick,

Attached is a revised draft of the Steel String / Lettenmaier easement, along with a copy that is redlined against the initial draft. Per Terry's request, we have included an appraisal provision. This provision includes a "baseball" arbitration clause such that each party designates its own appraiser and, if the appraisers do not agree on the fair market value of the easement, a third appraiser (the arbitrator) appointed jointly by the party's appraisers will select one of the two appraised easement values.

In the interest of time, I am sending the attached without affording Bonnie the opportunity to review and therefore the attached remains subject to any suggested modifications Bonnie may have.

We continue to work toward a final legal description for the benefited property and will provide that as soon as it is available.

Thanks!

Brendan

Brendan S. Crowley | Perkins Coie LLP

1120 N.W. Couch Street, Tenth Floor

Portland, OR 97209-4128

PHONE: 503.727.2067

FAX: 503.346.2067

E-MAIL: BCrowley@perkinscoie.com

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with Treasury Department and IRS regulations, we inform you that, unless expressly indicated otherwise, any federal tax advice contained in this communication (including any attachments) is not intended or written by Perkins Coie LLP to be used, and cannot be used by the taxpayer, for the purpose of (i) avoiding penalties that may be imposed on the taxpayer under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein (or any attachments).

* * * * *

NOTICE: This communication may contain privileged or other confidential information. If you have received it in error, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

WHEN RECORDED RETURN TO:
Perkins Coie LLP
1120 NW Couch St.
Tenth Floor
Portland, OR 97209
Attention: Dana L. Krawczuk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

UTILITY EASEMENT AGREEMENT

This UTILITY EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of _____, 2013 by and between TERRY LETTENMAIER and LAURIE WEITKAMP, individuals (individually and collectively, "**Grantor**") and STEEL STRING, INC., an Oregon corporation ("**Grantee**").

RECITALS

A. Grantor is the owner of that certain real property located in Lincoln County, Oregon, as more particularly described on Exhibit A attached hereto and made a part hereof (the "**Burdened Property**"). The Burdened Property is currently used as forest land.

B. Grantee is the owner of certain real property also located in Lincoln County, Oregon and consisting of two parcels, with one parcel located to the south and west of the Burdened Property and the other parcel located northeast of the Burdened Property, all as more particularly described on the Exhibit B attached hereto and made a part hereof (the "**Benefited Property**").

C. Grantor has requested that the City of Newport, Oregon (the "**City**"), by and through its City Council, withdraw the Burdened Property from the corporate limits of the City to permit re-zoning of the Burdened Property and construction of a single dwelling by Grantor thereon.

D. Grantee desires to preserve the ability to develop the Benefited Property.

E. To facilitate development of the Benefited Property, Grantee has requested an easement for public and/or private utilities over the Burdened Property. The Burdened Property and Benefited Property are depicted on Exhibit C attached hereto and made a part hereof.

F. Grantor now desires to grant such public and/or private utility easements over, across, under and through the Burdened Property.

NOW, THEREFORE, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and in consideration of the above recitals, the parties hereby agree as follows:

AGREEMENT

1. **Grant of Authority.** Grantor hereby grants to Grantee, its successors and assigns, a perpetual, non-exclusive, thirty (30) foot wide easement for the construction, installation, inspection, maintenance, operation, repair and replacement of public and/or private utility facilities (the "**Easement**") over, across and under the Burdened Property, including, without limitation, electricity, gas and sanitary sewer services, which Easement includes a reasonable right of access over, across and through the Burdened Property. Any such public and/or private utilities shall be located within an area of the Burdened Property reasonably designated by Grantee and reasonably acceptable to Grantor (the "**Easement Area**"), provided that Grantee's exercise of the rights granted hereunder shall not materially interfere with Grantor's development, use or occupancy of the Burdened Property, it being understood that, subject to Section 3 below, Grantee shall be permitted to trench such utilities as needed in the Easement Area and complete construction, installation, inspection, maintenance, operation, repair and replacement of any such public and/or private utility facilities. Notwithstanding the foregoing, if Grantor's designation of the Easement Area calls for installation of above-ground utility lines, or if the Easement Area would be in a location other than adjacent to then-existing roadways, Grantee shall compensate Grantor for the "fair market value" (as defined in Section 2.3 below) of the Easement Area pursuant to the appraisal procedure set forth in Section 2 below. Upon determination of the precise location of the Easement or any subsequent relocation thereof, which relocation shall be completed at the sole cost and expense of the party requiring the relocation, Grantor and Grantee shall execute, acknowledge and record an amendment to this Agreement making of record such precise location (such amendment, an "**Easement Area Amendment**").

2. **Appraisal Procedure.**

2.1 Procedure for Determining Fair Market Value. If Grantor's designation of the Easement Area calls for installation of above-ground utility lines, or if the Easement Area would be in a location other than adjacent to then-existing roadways then, within fifteen (15) days following Grantee's designation of the Easement Area, Grantor shall advise Grantee of the fair market value of the Easement. Grantee, within fifteen (15) days after the date on which Grantor advises Grantee of the fair market value of the Easement, shall either (i) give Grantor written notice (the "**Acceptance Notice**") of Grantee's determination of fair market value, or (ii) if Grantee disagrees with Grantor's determination, provide Landlord with written notice of rejection (the "**Rejection Notice**"). If Grantee provides Grantor with a Binding Notice, Grantor and Grantee shall enter into an Easement Area Amendment. If Grantee provides Grantor with a Rejection Notice, Grantor and Grantee shall work together in good faith to agree upon the fair market value of the Easement. When Grantor and Grantee have agreed upon the fair market value for the Easement, Grantor and Grantee shall enter into an Easement Area Amendment. Notwithstanding the foregoing, if Grantor and Grantee are unable to agree upon the fair market value of the Easement within 15 days after the date Grantee provides Grantor with the Rejection Notice, either party, by written notice to the other (the "**Arbitration Notice**") within 5 days after the expiration of such 15-day period, shall have the right to

have the fair market value of the Easement determined by "baseball" arbitration in accordance with the procedures described in Section 2.2 below.

2.2 Arbitration Procedure. The party desiring such arbitration shall give an Arbitration Notice to the other party, specifying in such notice the name, address and professional qualifications of the person designated to act as appraiser on its behalf. Within ten (10) days after service of the Arbitration Notice, the other party shall give written notice to the party desiring such arbitration, specifying the name, address and professional qualifications of the person designated to act as appraiser on its behalf. The two (2) appraisers shall, within ten (10) days after selection of the second appraiser, select an arbitrator. All appraisers and the arbitrator appointed hereunder shall be MAI members of the Appraisal Institute (or its successor organization, or in the event there is no successor organization, the organization and designation most similar) with not less than ten (10) years of experience in the appraisal of easements, with working knowledge of current easement appraisal practices, and be devoting substantially all of their time to professional appraisal work at the time of appointment, and be in all respects impartial and disinterested. The fair market value of the Easement as determined by each appraiser shall be given within a period of twenty (20) days after the appointment of the arbitrator. Each party shall pay the fees and expenses of the appraiser appointed by or on behalf of such party and the fees and expenses of the arbitrator shall be borne equally by both parties. If the party receiving a request for arbitration fails to appoint its appraiser within the time above specified, or if the two (2) appraisers so selected cannot agree on the selection of the arbitrator within the time above specified, then either party, on behalf of both parties, may request such appointment of such second appraiser or the arbitrator, as the case may be, by application to any Judge of the Circuit Court of Lincoln County, Oregon, upon ten (10) days' prior written notice to the other party of such intent. If the appraisers do not agree as to the fair market value of the Easement, then the arbitrator shall determine the fair market value of the Easement by selecting the fair market value of the Easement proposed by one of the two appraisers. Any determination by the arbitrator shall be made no later than twenty (20) days following delivery of each appraisal. When the fair market value for the Easement has been determined by the arbitrator, Grantor and Grantee shall enter into an Easement Area Amendment. The determination of the fair market value of the Easement shall be binding on both Grantor and Grantee.

2.3 Definition of Fair Market Value. For purposes of this Agreement, "fair market value" shall mean the difference in fair market value of the Burdened Property unencumbered by the Easement and the Burdened Property as encumbered by the Easement.

3. **Authorization; Further Assurances.** Grantor hereby authorizes Grantee to enter into separate easement agreements binding upon and located in whole or in part within the Easement Area with any public or private utility provider providing utility services to the Benefited Property. To the extent any public or private utility provider requires either Grantor's joinder in any such easement agreement or a separate grant of easement from Grantor in order to provide public or private utility services to the Benefited Property, Grantor shall execute such joinder or enter into such separate grant of easement with such public or private utility provider. In connection any such joinder or separate grant of easement, Grantee shall not be required to furnish any additional consideration to Grantor.

4. **Restoration and Repair.** Grantee shall restore and repair (or cause to be restored and repaired) any damage to the Burdened Property caused by Grantee's use of the Easement Area. Except as expressly set forth in this Agreement, Grantee shall have no liability to Grantor in connection with Grantee's use of the Burdened Property except to the extent of Grantee's negligence

or willful misconduct and in no event shall Grantee be liable for consequential, indirect, punitive or exemplary damages or for speculative damages such as lost profits.

5. **Accessibility of Easement Area.** Grantor shall keep the Easement Area open, accessible, and passable at all times. Grantor will not erect any fence or other impediment to Grantee's access to or use of the Easement Area. Grantor will not plant any trees or large bushes or shrubs within the Easement Area. Grantee may remove any and all such fencing, impediments or plantings at Grantor's expense; provided, however, if any fencing, impediments or planting existing in the Easement Area as of the date on which the precise location of the Easement Area is established must be removed, such removal shall be at Grantee's expense.

6. **Miscellaneous.**

6.1 Severability: Invalidation of any provisions of this Agreement shall in no way affect any of the other provisions of this Agreement.

6.2 Benefits and Burdens Run With The Land: This Agreement shall run with the land as to all of the properties burdened and benefited by the easements and covenants herein and any lawful land division thereof. The rights, covenants and obligations contained in this Agreement shall bind, burden and benefit the parties, their successors, heirs, assigns, tenants, employees, guests, invitees, licensees, contractors, agents, mortgagees and beneficiaries under a deed of trust. Any reference to a party shall apply only so long as a party owns a property, and thereafter such reference shall apply to such party's successor or assign. Any transferee of any party's property shall automatically be deemed, by acceptance of title to such property, to have assumed all of the obligations set forth in this Agreement relating to such property. The party shall, when such transfer is consummated, be relieved of all liability that arises thereafter under this Agreement, but such party shall not thereby be relieved of liability that arose before such time and which remains unsatisfied.

6.3 Waiver: No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing signed by the waiving party. No failure by any party to insist upon the strict performance of any provision of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach, of such provision, or of any other provision. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

6.4 Entire Agreement: This Agreement and any exhibits hereto, sets forth the entire understanding of the parties and there are no other representations, warranties, statements, or agreements between the parties except as expressly set forth in this Agreement.

6.5 Modification and Amendment: This Agreement may be amended, modified or terminated only by written agreement of the Grantor and Grantee and no such amendment, modification or termination shall be effective until a written instrument setting forth its terms has been executed, acknowledged and recorded by Grantor and Grantee in the real property records of Lincoln County, Oregon. In the event Grantee completes development of the Benefited Property with sufficient utility service to the Benefited Property such that Grantee does not exercise its rights hereunder upon the Burdened Property then, at any time following such completion, either party hereto may, by written notice to the other party, request that Grantor and Grantee terminate this

Agreement of record by written agreement reasonably acceptable to Grantor and Grantee, and the party making such request shall pay all costs of recording such termination agreement.

6.6 Attorney's Fees and Costs: If any suit, action, or arbitration arising out of or related to this Agreement is brought by any party, the prevailing party shall be entitled to recover the costs and fees (including without limitation reasonable attorney fees) incurred by such party in such suit, action or arbitration, including without limitation any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action, and including any proceedings under bankruptcy law.

6.7 Notices. All notices desired or required hereunder must be in writing and may be served by (i) depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivering the same in person to such party, or (iii) delivering the same by FedEx or UPS or similar recognized overnight courier service to such party. Notice given in accordance herewith shall be effective upon delivery to the address, set forth below or to such other address as may be provided by any party by notice to the other parties:

If to Grantor: P.O. Box 550
South Beach, Oregon 97366

If to Grantee: 2712 SE 20th Avenue
Portland, Oregon 97202
Attn: Bonnie Serkin

6.8 Time is of the Essence. Time is of the essence in the performance of each obligation under this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed by their respective duly authorized agents.

DATED this ____ day of _____, 2013.

GRANTOR

By: _____
Terry Lettenmaier

STATE OF OREGON)
) ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Terry Lettenmaier, an individual, personally known to me.

Notary Public for Oregon
My commission expires: _____

GRANTOR

By: _____
Laurie Weitkamp

STATE OF OREGON)
) ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Laurie Weitkamp, an individual, personally known to me.

Notary Public for Oregon
My commission expires: _____

[Signatures continue on following page]

GRANTEE

STEEL STRING, INC.,
an Oregon corporation

By: _____
Name: _____
Title: _____

STATE OF OREGON)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013
by _____, as _____ of Steel String, Inc., an Oregon
corporation, , on behalf of said corporation.

Notary Public for Oregon
My commission expires: _____

EXHIBIT A

Burdened Property

(Legal Description)

EXHIBIT B

Benefited Property

(Legal Description)

EXHIBIT C

Benefited Property and Burdened Property

(Depiction)

WITHDRAWAL OF TERRITORY

222.460 Procedures for withdrawal of territory; content of resolution; hearing; election; taxes and assessments. (1) Except as expressly prohibited by the city charter, when the legislative body of a city determines that the public interest will be furthered by a withdrawal or detachment of territory from the city, the legislative body of the city, on its own motion, may order the withdrawal of territory as provided in this section.

(2) A withdrawal of territory from the city shall be initiated by a resolution of the legislative body of the city.

(3) The resolution shall:

(a) Name the city and declare that it is the intent of the legislative body of the city to change the boundaries of the city by means of a withdrawal of territory;

(b) Describe the boundaries of the affected territory; and

(c) Have attached a county assessor's cadastral map showing the location of the affected territory.

(4) Not later than 30 days after adoption of the resolution, the legislative body of the city shall hold a public hearing at which the residents of the city may appear and be heard on the question of the withdrawal of territory. The legislative body of the city shall cause notice of the hearing to be given in the manner required under ORS 222.120 (3).

(5) After receiving testimony at the public hearing, the legislative body of the city may alter the boundaries described in the resolution to either include or exclude territory. If the legislative body of the city still favors the withdrawal of territory pursuant to the resolution, as approved or modified, it shall enter an order so declaring. The order shall set forth the boundaries of the area to be withdrawn. The order shall also fix a place, and a time not less than 20 nor more than 50 days after the date of the order, for a final hearing on the resolution. The order shall declare that if written requests for an election are not filed as provided by subsection (6) of this section, the legislative body of the city, at the time of the final hearing, will adopt a resolution or ordinance detaching the territory from the city.

(6) An election shall not be held on the question of withdrawal of the affected territory from the city unless written requests for an election are filed at or before the hearing by not less than 15 percent of the electors or 100 electors, whichever is the lesser number, registered in the territory proposed to be withdrawn from the city.

(7) At the time and place set for the final hearing upon the resolution for withdrawal, if the required number of written requests for an election on the proposed withdrawal have not been filed, the legislative body of the city shall, by resolution or ordinance, declare that the territory is detached from the city.

(8) If the required number of requests for an election are filed on or before the final hearing, the legislative body of the city shall call an election in the city upon the question of the withdrawal of the affected territory.

(9) If an election is called and a majority of the votes cast at the election is in favor of the withdrawal of the designated area from the city, the legislative body of the city shall, by resolution or ordinance, declare that the territory is detached from the city. If the majority of the votes cast is against the withdrawal, the legislative body of the city shall enter an order declaring the results of the election and that no withdrawal shall occur.

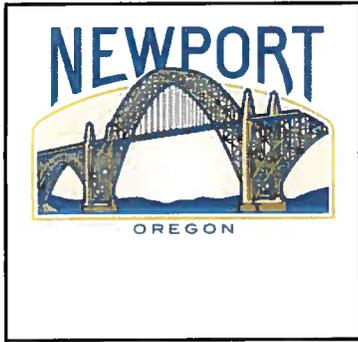
(10) The described area withdrawn shall, from the date of entry of the order, be free from assessments and taxes levied thereafter by the city. However, the withdrawn area shall remain subject to any bonded or other indebtedness existing at the time of the order. The proportionate share shall be based on the assessed valuation, according to the assessment roll in the year of the levy, of all the property contained in the city immediately prior to the withdrawal. [1985 c.702 §2; 1989 c.1063 §13]

Note: 222.460 and 222.465 were added to and made a part of ORS chapter 222 by legislative action but were not added to any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

**CITY OF NEWPORT
NOTICE OF A PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that, consistent with Oregon Revised Statute (ORS) 222.460(4) and Newport Zoning Ordinance Section 14.52.030, the City Council of the City of Newport, Oregon, will hold a final public hearing at 7:00 p.m. or shortly thereafter in the City Hall Council Chambers on August 19, 2013, to review a request from Terry Lettenmaier for withdrawal of territory from the corporate limits of the City of Newport. File No. 1-AX-13 involves a 71.39 acre property, which is a portion of the 669 acre Wolf Tree Destination Resort property. The property is currently identified as Tax Lot 801 of Lincoln County Assessor's Map 12-11-05 (located in the northeast corner of the Wolf Tree Destination Resort property). Testimony and evidence must be directed toward the request described above or other criteria in the Newport Comprehensive Plan and its implementing ordinances that a person believes applies 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 and written testimony will be taken during the course of the public hearing. Letters to the Community Development (Planning) Department, City Hall, 169 SW Coast Hwy., Newport, OR 97365, must be received by 5:00 p.m. the day of the hearing or must be submitted to the City Council in person during the hearing. The hearing will include a report by staff, testimony (both oral and written) from the applicant, those in favor or opposed to the request, and questions and deliberation by the City Council. If, after taking testimony, the Council favors the withdrawal of the territory, then it will issue an order to that effect and set a date for a second hearing at which time a final decision could be made on the request. The staff report may be reviewed or purchased for reasonable cost at the Newport Community Development (Planning) Department (address above) seven days prior to the hearing. The application materials, applicable criteria, and other file material are 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 WEDNESDAY AUGUST 14, 2013.



Agenda Item# VIII.A.
Meeting Date: 8/19/13

CITY COUNCIL AGENDA ITEM SUMMARY
City Of Newport, Oregon

Issue/Agenda Title: Consideration of Agreement with Newport News-Times for Marketing Production Services

Prepared By: Breves Dept. Head Approval: TS City Mgr. Approval: TS

Issue Before the Council: The issue before Council is the consideration of a personal services agreement with Newport News-Times for marketing production services. A proposal was submitted by the Newport News-Times, and reviewed and recommended by the Destination Newport Committee.

Staff Recommendation: The current procedure requires a recommendation from the Destination Newport Committee (DNC) to the City Council. The DNC is forwarding a positive recommendation to enter into agreement with the Newport News-Times for marketing production services at a total cost of \$17,000.

Proposed Motion: I move to approve the personal services agreement with the Newport News-Times in the amount of \$17,000.

Key Facts and: The Newport News-Times proposed a renewal of their marketing production services for the DNC committee for the 2013/2014 fiscal year. The News-Times will provide Double-truck in Travel Newport, Full page in Vino, Design for all print and visual materials for print publications such as brochures, billboards, and signage. This will include design, proofing, production and delivery to Certified Folder Display Service as needed. Photographs for the above will be provided as needed necessary.

Other Alternatives Considered: None. The DNC has determined that no other entity is capable of and willing to provide the marketing services the Newport News-Times is at the cost they are offering, therefore the Newport News-Times is the sole source of the services provided under this agreement.

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

Attachment List: Agreement between the City of Newport and the Newport News-Times.

Fiscal Notes: If approved, this funding would come from marketing and advertising monies in the Room Tax Fund budgeted at \$325,000 for FY 2013/2014.

CITY OF NEWPORT, OREGON
PERSONAL SERVICES CONTRACT

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and the Newport News-Times (Contractor). This agreement shall be effective when signed by both parties.

RECITALS

- A. Contractor has the training, ability, knowledge, and experience to provide services desired by the City.
- B. City selected Contractor to provide services pursuant to a request for proposal process, consistent with its public contracting rules.

TERMS OF AGREEMENT

1. SERVICES TO BE PROVIDED

Contract shall begin _____. Payment shall not be made for any other services without the written agreement by the City.

Contractor shall provide the services described in the request for proposals and in Contractor's proposal (Exhibit A to this agreement). Contractor may have contact with the public in the course of performing this contract and shall maintain good relations with the public. Failure to maintain good relations with the public shall constitute a breach of the contract. The City may treat the failure to maintain good relations as a non-curable breach allowing the City to terminate the contract and to disqualify Contractor from future work for the City.

2. TERM

This shall expire, unless otherwise terminated or extended, on June 30, 2014.

3. COMPENSATION

Contractor shall be compensated as described in Exhibit B to this agreement.

4. ASSIGNMENT/DELEGATION

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other.

5. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of the finding. Contractor is not an officer, employee or agent of the City as those terms are used in ORS 30.265.
- B. Contractor represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection this Agreement, except as specifically declared in writing.
- C. Contractor certifies that Contractor currently has a City business license or will obtain one prior to delivering services under this Agreement.
- D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

6. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws. Acceptance of contractor's work by City shall not operate as a waiver or release. Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the negligence of the City and its employees. Contractor's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

7. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

City:

Ted Smith, Interim City Manager
City of Newport
169 SW Coast Highway
Newport, Oregon 97365
Business Phone: 541.574.0601

Contractor:

James Rand, Publisher
Newport News-Times

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

8. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

9. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

10. TERMINATION WITH CAUSE

A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

1. If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
3. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
4. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

1. If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
2. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.
3. If Contractor fails to eliminate a conflict as described in Section 11 of this agreement.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (b), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this

Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

11. ACCESS TO RECORDS

City shall have access to books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

12. FORCE MAJEURE

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within 10 days from the beginning of the delay, notify the other party in writing of the cause of delay and its probable extent. The notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

13. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

14. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

15. ERRORS

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.

16. EXTRA WORK

Only the City Manager may authorize additional work not described in Exhibit A. Failure of Contractor to secure written authorization for work not described in Exhibit A shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

17. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

18. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

19. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this agreement. (See Exhibit C.)

CITY OF NEWPORT

By: _____ Date _____
Authorized City staff person letting contract

CONTRACTOR

By: _____ Date _____
Contractor's Name

EXHIBIT A
SERVICES TO BE PROVIDED

1. Double-truck in Travel Newport.
2. Full page in Vino.
3. Design for all print and visual material for print publications, brochures, billboards, and signage. This will include design, proofing, production, and delivery as needed.
4. Photographs for the above will be provided if necessary.

EXHIBIT B
RATES/COSTS

Total cost for all services \$17,000

Payable to the Newport News-Times no later than August 15, 2013.

EXHIBIT C
RELEVANT PROVISIONS OF ORS CHAPTER 279B

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

1. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

279B.230 Condition concerning payment for medical care and providing workers' compensation.

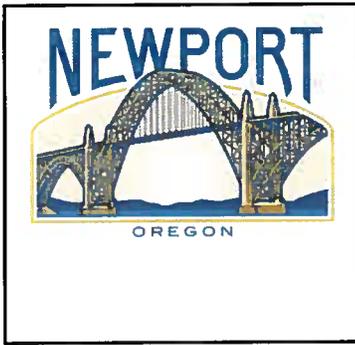
1. Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
2. Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

279B.235 Condition concerning hours of labor.

1. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
2. In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

3. (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.



Agenda Item#: VIB.
Meeting Date: 8/19/13

CITY COUNCIL AGENDA ITEM SUMMARY
City Of Newport, Oregon

Issue/Agenda Title: Consideration of Agreement with Newport News-Times for Printing of Brochures

Prepared By: Breves Dept. Head Approval: TS City Mgr. Approval: TS

Issue Before the Council: The issue before Council is the consideration of a personal services agreement with Newport News-Times for printing of brochures for the 2013/14 fiscal year if needed. A proposal was submitted by the Newport News-Times, and reviewed and recommended by the Destination Newport Committee.

Staff Recommendation: The current procedure requires a recommendation from the Destination Newport Committee (DNC) to the City Council. The DNC is forwarding a positive recommendation to enter into agreement with the Newport News-Times for printing of brochures at a total cost of \$22,000 when needed.

Proposed Motion: I move to approve the personal services agreement with the Newport News-Times in the amount of \$22,000 when needed.

Key Facts and: The Newport News-Times proposed a renewal of their printing of brochures for the DNC committee for the 2013/2014 fiscal year. The News-Times will provide 100,000 brochures for Portland, 40,000 brochures for SeaTac. This will include printing and delivery to Certified Folder Display Service as needed.

Other Alternatives Considered: None. The DNC has determined that no other entity is capable of and willing to provide the brochure printing and design services the Newport News-Times is at the cost they are offering, therefore the Newport News-Times is the sole source of the services provided under this agreement.

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

Attachment List: Agreement between the City of Newport and the Newport News-Times.

Fiscal Notes: If approved, this funding would come from marketing and advertising monies in the Room Tax Fund budgeted at \$325,000 for FY 2013/2014.

CITY OF NEWPORT, OREGON
PERSONAL SERVICES CONTRACT

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and the Newport News-Times (Contractor). This agreement shall be effective when signed by both parties.

RECITALS

- A. Contractor has the training, ability, knowledge, and experience to provide services desired by the City.
- B. City selected Contractor to provide services pursuant to a request for proposal process, consistent with its public contracting rules.

TERMS OF AGREEMENT

1. SERVICES TO BE PROVIDED

Contract shall begin on _____. Payment shall not be made for any other services without the written agreement by the City.

Contractor shall provide the services described in the request for proposals and in Contractor's proposal (Exhibit A to this agreement). Contractor may have contact with the public in the course of performing this contract and shall maintain good relations with the public. Failure to maintain good relations with the public shall constitute a breach of the contract. The City may treat the failure to maintain good relations as a non-curable breach allowing the City to terminate the contract and to disqualify Contractor from future work for the City.

2. TERM

This shall expire, unless otherwise terminated or extended, on June 30, 2014.

3. COMPENSATION

Contractor shall be compensated as described in Exhibit B to this agreement.

4. ASSIGNMENT/DELEGATION

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other.

5. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of the finding. Contractor is not an officer, employee or agent of the City as those terms are used in ORS 30.265.
- B. Contractor represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection this Agreement, except as specifically declared in writing.
- C. Contractor certifies that Contractor currently has a City business license or will obtain one prior to delivering services under this Agreement.
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6. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws. Acceptance of contractor's work by City shall not operate as a waiver or release. Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the negligence of the City and its employees. Contractor's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

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All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

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Ted Smith, Interim City Manager
City of Newport
169 SW Coast Highway
Newport, Oregon 97365
Business Phone: 541.574.0601

Contractor:

James Rand, Publisher
Newport News-Times

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

8. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

9. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

10. TERMINATION WITH CAUSE

A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

1. If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
3. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
4. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

1. If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
2. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.
3. If Contractor fails to eliminate a conflict as described in Section 11 of this agreement.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (b), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this

Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

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City shall have access to books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

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Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within 10 days from the beginning of the delay, notify the other party in writing of the cause of delay and its probable extent. The notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

13. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

14. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

15. ERRORS

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.

16. EXTRA WORK

Only the City Manager may authorize additional work not described in Exhibit A. Failure of Contractor to secure written authorization for work not described in Exhibit A shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

17. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

18. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

19. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this agreement. (See Exhibit C.)

CITY OF NEWPORT

By: Authorized City staff person letting contract

Date

CONTRACTOR

By: Contractor's Name

Date

EXHIBIT A
SERVICES TO BE PROVIDED

1. 100,000 brochures - Portland.
2. 40,000 brochures - SeaTac.

Brochures will be printed during the city's 2013/2014 Fiscal Year only if necessary.

EXHIBIT B
RATES/COSTS

Total cost for all services \$22,000

Payable to the Newport News-Times at time of order.

EXHIBIT C
RELEVANT PROVISIONS OF ORS CHAPTER 279B

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

1. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

279B.230 Condition concerning payment for medical care and providing workers' compensation.

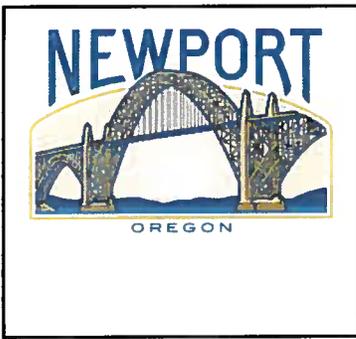
1. Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
2. Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

279B.235 Condition concerning hours of labor.

1. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
2. In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

3. (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.



Agenda Item # VIII.C.
Meeting Date: August 19, 2013

CITY COUNCIL AGENDA ITEM SUMMARY
City of Newport, Oregon

Issue/Agenda Title: Consideration of Agreement with Certified Folder Display Service, Inc. for Distribution of Brochures

Prepared By: Breves Dept. Head Approval: TS City Mgr. Approval: TS

ISSUE BEFORE THE COUNCIL: The issue before Council is the consideration of a service agreement with Certified Folder Display Service, Inc. for distribution of brochures. A proposal was submitted by the Certified Folder Display Service, Inc., and reviewed and recommended by the Destination Newport Committee.

STAFF RECOMMENDATION: The current procedure requires a recommendation from the Destination Newport Committee (DNC) to the City Council. The DNC is forwarding a positive recommendation to enter into agreement with Certified Folder Display Service, Inc. for distribution of brochures at a total cost of \$10,343.60 for the FY 2013/2014

PROPOSED MOTION: I move to approve the service agreement with the Certified Folder Display Service, Inc. for distribution of brochures in the amount of \$10,343.60.

KEY FACTS AND INFORMATION SUMMARY: Certified Folder Display Service, Inc. distributes brochures to key visitor locations in Oregon and Washington. Certified Folder Display Service, Inc. continually stocks brochures in their visitor rack locations for the DNC committee throughout the FY 2013/2014. There are no other companies that provide brochure distribution and maintenance in the area. This is the same company the DNC has used in previous years.

OTHER ALTERNATIVES CONSIDERED: None.

CITY COUNCIL GOALS: The request does not address a specific City Council goal.

ATTACHMENT LIST: Agreement between the City of Newport and the Certified Folder Display Service, Inc.

FISCAL NOTES: If approved, this funding would come from marketing and advertising monies in the Room Tax Fund budgeted at \$325,000 for FY 2013/2014.



CERTIFIED FOLDER DISPLAY SERVICE, INC.
 3115 BA USERPERSON: 012000 - David Graver

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax: (760) 727-1583 (800) 799-7373 www.certifiedholder.com

DISTRIBUTION SERVICE AGREEMENT

FEDERAL TAX ID: 93-6002222 REF: 12-0076604

RENEWAL

ADVERTISER ID: 119484
SHIP TO:
 ADVERTISER: City of Newport
 CONTACT: Lorna Davis, Destination Newport Committee
 EMAIL: lorna@newportchamber.org
 ADDRESS1: c/o Newport Chamber of Commerce NEW ADDRESS:
 ADDRESS2: 555 SW Coast Hwy
 CITY: Newport
 STATE: OR ZIP: 97365
 PHONE: (541) 265-8801 FAX: (541) 265-5589

PO NUMBER:
BILL TO:
 ADVERTISER: City of Newport
 CONTACT: Lorna Davis
 WEB SITE: www.discovernewport.com
 ADDRESS1: c/o Newport Chamber of Commerce NEW ADDRESS:
 ADDRESS2: 555 SW Coast Hwy
 CITY: Newport
 STATE: OR ZIP: 97365
 PHONE: (541) 265-8801 FAX: (541) 265-5589

DATE: 06/14/2013
 CONTRACT: 13-0081828 REV: 00001
 START DATE: 07/01/2013
 END DATE: 06/30/2014

NAME OF BROCHURE / PUBLICATION:
 Newport

INVENTORY ID NUMBER: 001782

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE **DISTRIBUTION PROGRAM AREA** **#SITES** **START DATE** **END DATE** **MONTHLY FEE** **#MONTHS** **GROSS FEE** **NONPROF** **OVER/IM** **BACKLOC** **TOTAL NET FEE**

COMMENTS/SPECIAL INSTRUCTIONS:

AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

APPROVED BY ADVERTISER

Signature: _____ Date: _____
 Name (print): _____
 Title: _____ Date: _____
APPROVED BY (Certified Folder Display corporate office)
 Signature: _____
 Name (print): _____
 Title: _____ Date: _____

MONTHLY BILLING SCHEDULE (Plus any applicable sales tax)

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Month	Amount	Month	Amount	Month	Amount
Jun	1,709.21	Jul	1,709.21	Aug	1,709.24
Dec	350.89	Jan	350.89	Feb	350.89
		Mar	591.67	Apr	1,709.23
		May	1,709.14	Nov	350.89

PREPAYMENT OPTION (Please check one) Yes No

Gross Total Fee = 11,243.04
Prepayment Discount = 899.44
TOTAL NET FEE (Plus any applicable tax) = \$ 10,343.60

All fees billed 30 days in advance of service

TERMS. The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.



CERTIFIED
FOLDER DISPLAY
SERVICE, INC.
SALESPERSON: 012000 - David Graver

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1588 (800) 799-7473 www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

FEDERAL TAX ID: 93-6002222 REF: 12-0076604

RENEWAL

ADVERTISER ID: 119484
SHIP TO:
 ADVERTISER: City of Newport
 CONTACT: Lorna Davis, Destination Newport Committee
 EMAIL: lorna@newportchamber.org
 ADDRESS1: c/o Newport Chamber of Commerce NEW ADDRESS:
 ADDRESS2: 555 SW Coast Hwy
 CITY: Newport
 STATE: OR ZIP: 97365
 PHONE: (541) 265-8801 FAX: (541) 265-5589

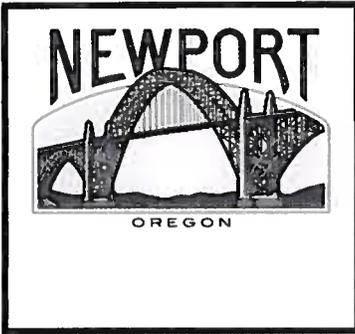
DATE: 06/14/2013
 CONTRACT: 13-0081828 REV: 00001
 START DATE: 07/01/2013
 END DATE: 06/30/2014

NAME OF BROCHURE / PUBLICATION:
Newport

INVENTORY ID NUMBER: 001782

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	NONPROF	OVERIM	RACKLOC	TOTAL NET FEE
1-TS-1-NW/W	Washington - Tourist Systems Program	168	07/01/13	09/30/13	381.05	3	1,143.15	-57.16	-86.88	-49.96	949.16
1-VM-1-NW/VN	Vancouver, WA	72	07/01/13	09/30/13	116.60	3	349.80	-17.49	-26.58	-15.29	290.44
1-VM-1-NW/DH	The Dalles/Hood River	44	07/01/13	09/30/13	75.40	3	226.20	-11.31	-17.19	-9.89	187.81
1-VM-1-NW/SM	Salem	59	07/01/13	09/30/13	96.45	3	289.35	-14.47	-21.99	-12.64	240.25
1-VM-1-NW/E	Eugene	70	07/01/13	09/30/13	117.00	3	351.00	-17.55	-26.68	-15.34	291.44
1-VM-1-NW/R	Roseburg	53	07/01/13	09/30/13	92.45	3	277.35	-13.87	-21.08	-12.12	230.28
1-VM-1-NW/M	Medford	83	07/01/13	09/30/13	141.95	3	425.85	-21.29	-32.36	-18.61	353.58
1-VM-1-NW/NOC	N. Oregon Coast	131	07/01/13	09/30/13	214.60	3	643.80	-32.19	-48.93	-28.13	534.55
1-VM-1-NW/SOC	S. Oregon Coast	81	07/01/13	09/30/13	142.70	3	428.10	-21.41	-32.54	-18.71	355.45
1-VM-1-NW/BN	Bend/Redmond	59	07/01/13	09/30/13	96.45	3	289.35	-14.47	-21.99	-12.64	240.25
1-VM-1-NW/KF	Klamath Falls	34	07/01/13	09/30/13	61.10	3	183.30	-9.17	-13.93	-8.01	152.19
1-TS-1-NW/W	Washington - Tourist Systems Program	168	05/01/14	06/30/14	381.05	2	762.10	-38.11	-57.92	-33.30	632.77
1-VM-1-NW/VN	Vancouver, WA	72	05/01/14	06/30/14	116.60	2	233.20	-11.66	-17.72	-10.19	193.63
1-VM-1-NW/DH	The Dalles/Hood River	44	04/01/14	06/30/14	75.40	3	226.20	-11.31	-17.19	-9.89	187.81
1-VM-1-NW/SM	Salem	59	05/01/14	06/30/14	96.45	2	192.90	-9.65	-14.66	-8.43	160.16
1-VM-1-NW/E	Eugene	70	05/01/14	06/30/14	117.00	2	234.00	-11.70	-17.78	-10.23	194.29
1-VM-1-NW/R	Roseburg	53	05/01/14	06/30/14	92.45	2	184.90	-9.25	-14.05	-8.08	153.52
1-VM-1-NW/M	Medford	83	05/01/14	06/30/14	141.95	2	283.90	-14.20	-21.58	-12.41	235.72
1-VM-1-NW/NOC	N. Oregon Coast	131	04/01/14	06/30/14	214.60	3	643.80	-32.19	-48.93	-28.13	534.55
1-VM-1-NW/SOC	S. Oregon Coast	81	05/01/14	06/30/14	142.70	2	285.40	-14.27	-21.69	-12.47	236.97
1-VM-1-NW/BN	Bend/Redmond	59	05/01/14	06/30/14	96.45	2	192.90	-9.65	-14.66	-8.43	160.16
1-VM-1-NW/KF	Klamath Falls	34	05/01/14	06/30/14	61.10	2	122.20	-6.11	-9.29	-5.34	101.46
1-VM-1-NW/NEO	N.E. Oregon	56	07/01/13	09/30/13	100.20	3	300.60	-15.03	-22.85	-13.14	249.59
1-VM-1-NW/NEO	N.E. Oregon	56	05/01/14	06/30/14	100.20	2	200.40	-10.02	-15.23	-8.76	166.39
1-VM-2-NW/P	Portland (Super Cities)	232	07/01/13	06/30/14	422.60	12	5,071.20	-253.56	-385.41	-221.61	4,210.62



Agenda Item # VIII.D.
Meeting Date 19 August 2013

CITY OF NEWPORT
AGENDA ITEM SUMMARY
City of Newport, Oregon

Issue/Agenda Title: Notice of Intent to Award: Water System Improvements – NE 71st St. Waterline

Prepared By: Ted Jones **Dept Head Approval:**  **City Mgr Approval:** _____

Issue Before the Council:

Notice of Intent to Award the Water System Improvements – NE 71st St. Waterline Project, Project 2011-018

Staff Recommendation:

Staff recommends awarding Project No. 2011-018 Water System Improvements – NE 71st St. Waterline Project to **W W Construction**.

Proposed Motions:

I move that the City of Newport Public Works Department issue a Notice of Intent to Award the Water System Improvements – NE 71st St. Waterline Project to **W W Construction** in the amount of **\$397,883.80** and contingent upon no protest, authorize award and direct the City Manager to execute the contract after 7 days on behalf of the City of Newport.

Key Facts and Information Summary:

The existing water distribution system in this area is inadequate to provide fire flow demands. When completed the project will provide improved water pressure and fire flow demand in NE Newport. Additionally, the project is Phase I for the proposed Agate Beach/NE 71st Street Tank to be completed next year. Pressure and fire flows will be further improved by the proposed Agate Beach/NE 71st Street Tank project.

The project includes approximately 5,240 lineal feet of new waterline including fire hydrants, service connections, and valves. Installation of the NE 71st St. waterline was identified as a priority project in the 2008 Water System Master Plan.

Bids were opened Tuesday, August 13th, 2013, at 2:00 p.m.

Engineers Estimate (base bid) **\$825,000**

<u>Contractor</u>	<u>Base Bid</u>
W W Construction	\$397,883.80
Mocon	\$486,880.00
Pacific Excavation	\$609,925.00
Clackamas Construction	\$626,540.00
Gelco	\$670,590.00
Ray Wells Construction	\$684,677.00
K & E Excavation	\$694,826.00
Earthworks Excavation	\$703,242.15
Professional Underground	\$817,292.00

The apparent low responsive bidder is **W W Construction** with a base bid amount of **\$397,883.80**.

Other Alternatives Considered:

Not applicable.

City Council Goals:

Water – 5+ Year Goals

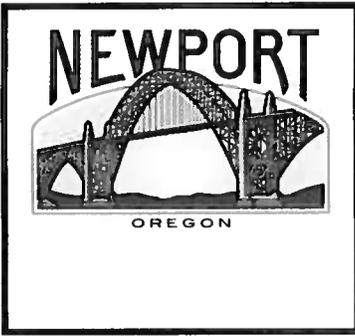
- Begin the systematic replacement of water supply lines and develop plans for future replacement.

Attachment List:

None

Fiscal Notes:

This project is funded by the Water Capital Projects Fund



Agenda Item # VIII.E.
Meeting Date 19 August 2013

CITY OF NEWPORT
AGENDA ITEM SUMMARY
City of Newport, Oregon

Issue/Agenda Title: Notice of Intent to Award: Water System Improvements – Lakewood Hills Pump Station

Prepared By: Ted Jones **Dept Head Approval:**  **City Mgr Approval:** _____

Issue Before the Council:

Notice of Intent to Award the Water System Improvements – Lakewood Hills Pump Station Project, Project 2012-013

Staff Recommendation:

Staff recommends awarding Project No. 2012-013 Water System Improvements – Lakewood Hills Pump Station Project to **Clackamas Construction**.

Proposed Motions:

I move that the City of Newport Public Works Department issue a Notice of Intent to Award the Water System Improvements – Lakewood Hills Pump Station Project to **Clackamas Construction** in the amount of **\$545,722.00** and contingent upon no protest, authorize award and direct the City Manager to execute the contract after 7 days on behalf of the City of Newport.

Key Facts and Information Summary:

This project replaces an existing 1950's pump station that is functionally obsolete and unable to provide required fire flow and pressure. When the project is completed the system will be able to meet the required fire flow demand and pressure. Replacement of the Lakewood Hills Pump Station was identified as a priority project in the 2008 Water System Master Plan.

The project includes temporary bypass pumping, demolition of existing pump station facilities, miscellaneous sitework/piping/electrical, and installation of a modular/prefabricated pump station.

Bids were opened Tuesday, August 13th, 2013, at 2:00 p.m.

Engineers Estimate (base bid) *\$525,000*

<u>Contractor</u>	<u>Base Bid</u>
Clackamas Construction	\$545,722.00
Pacific Excavation	\$573,000.00
Wildish	\$582,000.00
Gelco	\$624,000.00
K & E Excavation	Non-Responsive

The apparent low responsive bidder is **Clackamas Construction** with a base bid amount of **\$545,722.00**.

Other Alternatives Considered:

Not applicable.

City Council Goals:

Water – 5+ Year Goals

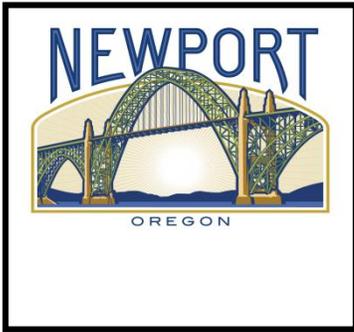
- Begin the systematic replacement of water supply lines and develop plans for future replacement.

Attachment List:

None

Fiscal Notes:

This project is funded by the Water Capital Projects Fund



Agenda Item # VIII.F.
Meeting Date August 19, 2013

CITY COUNCIL AGENDA ITEM SUMMARY
City of Newport, Oregon

Issue/Agenda Title Request for Council acceptance of annual DLCD Coastal Management Grant (#CPA-13-025)

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

ISSUE BEFORE THE COUNCIL: Acceptance of a \$9,000 annual grant from the Department of Land Conservation and Development (DLCD) for land use planning and related work within Oregon's federally approved Coastal Zone along with a resolution requesting the funds.

STAFF RECOMMENDATION: Staff recommends the Council accept the grant.

PROPOSED MOTION: I move the Council adopt Resolution 3648, a resolution accepting a \$9,000 annual DLCD coastal planning grant.

KEY FACTS AND INFORMATION SUMMARY: Coastal Management Grants are awarded annually to jurisdictions that have adopted comprehensive plans and land use regulations which have been acknowledged by the State of Oregon and incorporated within the Oregon Coastal Management Program. Funds may be used for a range of planning activities such as updating plans and ordinances, preparing land use decisions, conducting public outreach and training, and collecting data. Among other things, past grant funds have been used to offset the costs of preparing the South Beach Neighborhood Plan, Transportation System Plan update, conducting Planning Commission trainings and developing land use GIS data. For this fiscal year the grant will offset some of the City's costs for reviewing land use applications, updating its development codes, and scanning its land use records so that they are more readily accessible to the public. Funds made available under this agreement are federal funds and may not be used to supplant state or local government funds that would otherwise be available.

Beginning last fiscal year, this grant was cut from \$10,000 to \$9,000 due to reduced federal funding. To obtain the grant, the City Council must provide DLCD with a formal letter or resolution requesting the funds. No other action is needed.

OTHER ALTERNATIVES CONSIDERED: None.

CITY COUNCIL GOALS: There are no Council goals that directly apply.

ATTACHMENT LIST:

- Copy of the grant agreement
- Draft resolution requesting the funds

FISCAL NOTES: The \$9,000 associated with this grant is reflected in the FY 13-14 budget. With the grant award the City is required to provide a \$9,000 cash or in-kind match. Given that this grant encompasses day-to-day planning work, the City has generated the required match through in-kind contributions in the past and staff expects the same for this grant period.

RESOLUTION NO. 3648

**A RESOLUTION REQUESTING AN OREGON DEPARTMENT OF LAND
CONSERVATION AND DEVELOPMENT COASTAL MANAGEMENT GRANT**

FINDINGS:

1. The City of Newport is interested in receiving a \$9,000 grant from the Oregon Department of Land Conservation and Development (DLCD) in the form of a DLCD Coastal Management Grant for the Fiscal Year 2013-2014.
2. The DLCD Coastal Management Grant funds will be of assistance to the City of Newport in making its land use information more readily available to the public, in updating various elements of the Newport Comprehensive Plan and Zoning Ordinance, and for other purposes as allowed by the grant agreement.

THE CITY OF NEWPORT RESOLVES AS FOLLOWS:

Section 1. The Newport City Council hereby approves the request by the City of Newport for grant funding through a DLCD Coastal Management Grant for the Fiscal Year 2013-2014.

Section 2. The effective date of this resolution is August 19, 2013.

Adopted by a _____ vote of the Newport City Council on _____, 2013.

Signed on _____, 2013.

Sandra Roumagoux
Mayor

ATTEST:

City Recorder

Attachment A

Work Program

By agreement with the federal Office of Ocean and Coastal Resource Management (OCRM), use of funds under this grant program is for work within the boundaries of those jurisdictions in Oregon's federally-approved Coastal Zone that have adopted comprehensive plans and land use regulations acknowledged by the Land Conservation and Development Commission (LCDC) and incorporated within the Oregon Coastal Management Program (OCMP).

NOTE: Grantee acknowledges that grant funds shall not be used for legal or administrative costs associated with defending the Grantee or other grantees from decisions made by the department or the commission.

Grant Matching Funds Requirement and Rate of Payment

1. This award requires the City of Newport to provide \$9,000.00 in project-related matching costs from non-federal sources. The City must maintain an accounting for \$18,000.00 in its official records.
2. Matching funds, whether in cash or in-kind, are expected to be paid out at the same general rate as the state share, and matching fund accounting shall be included with each reimbursement request. Exceptions to this requirement may be approved by the Grant Manager based on demonstration that the schedule of tasks for the project and the rate of local match for these tasks justify a delayed payout of cash or in-kind contributions. In any case, the Grantee must fulfill the non-Federal matching commitment over the life of the award.

Payment and Reporting Schedule

1. Reimbursement up to 50% of the grant award will be made upon completion of a semi-annual report due January 31, 2014, for the period July 1, 2013 to December 31, 2013;
2. Final reimbursement up to the total amount of the grant will be made upon completion of a second semi-annual report due July 31, 2014, for the period January 1, 2014 to June 30, 2014.

Please note: DLCD will NOT make payment when semiannual reports are more than 60 days beyond the due date.

The following reports are **required** on an on-going basis and in addition to the two semi-annual reports required above:

- Notice of pending land use decisions shall be provided on an ongoing basis to the appropriate DLCD Coastal Regional Representative **before** land use decisions are made. Staff reports and draft findings of fact shall be submitted to the Regional Representative with these notices;
- If this Grant Agreement is terminated for any reason, a final programmatic and financial closeout report is required within 30 days.

Grantee agrees to

1. Designate a Coastal Specialist(s) responsible for preparing staff reports and draft findings of fact for proposed local land use decisions, reports of violations of local land use regulations, and results of field inspections and who will be a point of contact for the Department;
2. Provide **timely** notices, staff reports, and draft findings of fact related to proposed legislative and quasi-judicial land use decisions to the DLCD Regional Representative and affected state and federal agencies before the decisions are made;
3. Coordinate with state agencies, federal agencies, and other units of local government, including port districts, to carry out the provisions of applicable acknowledged plan(s) and ordinances, and to identify plan and regulation violations;
4. At minimum, the Coastal Specialist, or the jurisdictions designee shall attend at least one of two semi-annual meetings of the Oregon Coastal Management Program Network Partners sponsored by the Department. DLCD will reimburse Grantee, up to \$200 per person from this grant to support travel costs associated with attendance at such meeting. Grantee shall conduct all travel in the most efficient and cost effective manner resulting in the best value to DLCD. The travel must comply with all the requirements set forth in this section and must be for official DLCD business only. Grantee shall provide DLCD with receipts for all travel expenses except meals. All Grantee representatives will be limited to economy or compact-sized rental vehicles, unless Grantee personally pays the difference. DLCD will reimburse travel and other expenses of the Grantee at rates set forth in the Oregon Accounting Manual as of the date Grantee incurred the travel or other expenses. The Oregon Accounting Manual is available at <http://www.oregon.gov/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf> ;
5. Provide pre-application advice and information to potential applicants about acknowledged comprehensive plan and land use regulations that may be applicable, identify sources of technical information that may be useful in addressing these requirements, and invite DLCD to participate in pre-application conferences as appropriate;
6. Provide, upon request, timely findings or certification of compatibility of proposed land use actions or permits with applicable provisions of acknowledged comprehensive plan(s) and land use regulations to relevant state and federal agencies to which application has been made and for which a statement of Land Use Compatibility (LUCS) is required by the state or federal agency
7. Retain all financial and personnel records pertaining to grant expenditures and local matching funds for a period of at least three years from date of filing of final report on this grant, as provided under Standard Conditions, below;
8. Advise in a timely way the Department's Regional Representative of any amendment that may be needed for this grant agreement; and
9. Provide two semi-annual reports to the Department as specified in this agreement.

Use of Grant Funds

Funds received by the Grantee pursuant to this agreement shall be expended only to accomplish and carry out one or more of the following activities:

1. Carry out administrative actions including zone changes, conditional uses, variances, permits, partitionings and other development applications, and similar ministerial and quasi-judicial actions;
2. Codify plan documents and land use regulations, including conversion to digital data bases;
3. Collect data, conduct inventories and studies related to comprehensive plan elements, ancillary or functional plans, and land use regulations;
4. Develop and conduct special public workshops and technical training programs on land use;
5. Develop, amend, or implement intergovernmental coordination programs or agreements;
6. Enforce land use regulations, including developing and implementing dispute resolution programs;
7. Conduct or sponsor land use training for local elected and appointed officials, staffs, and citizens on land use;
8. Make legislative land use amendments to comprehensive plans and land use regulations;
9. Purchase maps and aerial photos to support land use planning functions;
10. Support citizen involvement programs and activities;
11. Update and reprint maps, develop GIS data, inventory data and plan documents;

Standard Conditions

1. The funds made available under this agreement are federal funds (CFDA #11.419) and may not be used to supplant state or local government funds that would otherwise be available in the absence of such federal funds.
2. The cover or the title page of all reports, studies, or other documents supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration, through a grant to the Department of Land Conservation and Development.

3. The Grantee, upon signing the Grant Agreement, agrees to designate a Coastal Specialist(s) either in a cover letter accompanying this agreement, or in an e-mail to diana.evans@state.or.us;
4. DLCD's Right to Terminate at its Discretion. At its sole discretion, DLCD may terminate this Grant Agreement:
 - For its convenience upon thirty (30) days' prior written notice by DLCD to Grantee;
 - Immediately upon written notice if DLCD fails to receive funding, appropriations, limitation, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
 - Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the DLCD's purchase of the Work or Work Products under this Grant Agreement is prohibited from paying for such Work or Work Products from the planned funding source.

DLCD's Right to Terminate for Cause. In addition to any other rights and remedies DLCD may have under this Grant Agreement, DLCD may terminate this Grant Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, or upon expiration of the time period and with such notice as provided below, upon the occurrence of any of the following events:

- Grantee is in default because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- Grantee is in default because Grantee commits any material breach or default of any covenant, warranty, obligation, or agreement under this Grant Award, fails to perform the Work under this Grant Award within the time specified herein or any extension thereof or so fails to pursue the Work as to endanger Grantee's performance under this Grant Award in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.

Return of Property: Upon termination of this Grant Award for any reason whatsoever, Grantee shall immediately deliver to DLCD all of DLCD's property (including without limitation any Work or Work Products for which DLCD has made payment in whole or in part) that is in the possession or under the control of the Grantee in whatever stage of development and form of recordation such Grantee property is expressed or embodied at that time. Upon receiving a notice of termination of this Grant Agreement, Grantee shall immediately cease all activities under this Grant Award, unless DLCD expressly directs otherwise in such notice of termination. Upon DLCD's request, Grantee shall surrender to anyone DLCD designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

5. The Grantee will maintain standard accepted accounting and fiscal records of the receipt and expenditure of funds by the grantee. The account records for the expenditure of these funds shall be distinguished from the account records of all other funds. Allocations for the time devoted by the designated Coastal Specialist(s) to this award shall be accounted for on a daily basis.

6. The Comptroller General of the United States, the Secretary of Commerce of the United States, the Inspector General of the United States Department of Commerce, the Attorney General of the State of Oregon, the Secretary of State of the State of Oregon, and the Director of the Oregon Department of Land Conservation and Development, or any other duly authorized federal or state representative, shall have access to the documents, papers, and records of transactions related to this Grant. Any special program or financial reports shall be promptly submitted to the Director of the Department of Land Conservation if so requested. All records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after the completion of the final financial closeout report, whichever is later.

The Grantee is subject to the requirements of 2 CFR 225, 15 CFR 24, and audit requirements found in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156, as implemented by OMB Circular A-133. In order for the department to comply with the Single Audit Act, the Grantee shall submit to the department, as soon as available, a copy of all audits and compliance correspondence for the audited period covering the payment of federal funds under this agreement.

7. Positive efforts shall be made to use small businesses and minority-owned businesses as sources of supplies.
8. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement or to any benefit which might arise therefrom.
9. The Grantee agrees to comply with the non-discrimination requirements below:

Statutory Provisions

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Department of Commerce implementing regulations published at 15 CFR Part 8 which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
- Title IX of the Education Amendments of 1972 (20 USC §§1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794) and Department of Commerce implementing regulations published at 15 CFR Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance;
- The Age Discrimination Act of 1975, as amended (42 USC §§6101 et seq.) and Department of Commerce implementing regulations published at 15 CFR Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- The Americans with Disabilities Act of 1990 (42 USC §§ 12101 et seq.) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- Any other applicable non-discrimination law(s).

Other Provisions

- Parts II and III of EO11246 (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and 12086 (43 FR 46501, 1978), require Federally assisted construction contracts to include the nondiscrimination provisions of §§202 and 203 of that EO and Department of Labor regulations implementing EO11246 (41 CFR § 60-1.4(b), 1991).
- EO 13166 (August 11, 2000), “Improving Access to Services for Persons With Limited English Proficiency,” and Department of Commerce policy guidance issued on March 24, 2003 (68 FR 14180) to Federal financial assistance recipients on the Title VI prohibition against national origin discrimination affecting Limited English Proficient (LEP) persons.



Agenda Item # VIII.G.
Meeting Date August 19, 2013

CITY OF NEWPORT AGENDA ITEM SUMMARY
City Of Newport, Oregon

Issue/Agenda Title: Resolution No. 3647 providing for budget transfers and making appropriations changes for the Fiscal Year 2013-2014

Prepared By: Gazewood Dept Head Approval: Gazewood City Mgr Approval: _____

Issue Before the Council: Consider amending the City's Fiscal Year 2013-2014 annual budget to address appropriation changes in the Public Works Fund, due to an inadvertent deletion of budgeted projects expense. In addition, appropriation funding in the Room Tax Fund is requested to repair the elevator at the Visual Arts Center. The budget changes are transfers of respective contingency appropriations to specific categories of expense within the stated funds.

Staff Recommendation: Staff recommends the adoption of the contingency budget transfers and making appropriation changes in the Public Works Fund and the Room Tax Fund.

Proposed Motion: I move to adopt Resolution No. 3647, a resolution providing for budget transfers and making appropriation changes for fiscal year 2013-2014.

Key Facts and Information Summary: ORS 294.463 allows transfers of appropriations within or between funds after adoption of the annual budget to provide appropriation increases for lawful expenditures of monies in excess of the original appropriation contained in the adopted annual budget. Contingency transfers, if 15% or less of the total fund appropriations, may be made by resolution without a supplemental budget. That is to say, contingency transfers over 15% require a supplemental budget and resolution. The two contingency transfers in this resolution are under the supplemental budget requirement. Such intra- and inter- fund transfers between appropriation categories may be made by resolution, a statement of the need for the transfer, purpose of the expenditure and amount must be contained therein. The transfer resolution and the accompanying Attachment "A" attempts to incorporate these requirements.

Other Alternatives Considered: None

Fiscal Notes: In the Public Works Fund, the adopted annual budget reflects budgeting at the departmental activity/cost center level of Public Works (PW) Administration, Engineering and Fleet Operations. However, in the FY 2013-2014 budget resolution, the appropriations were adopted at the category of expense level, such as personal services, materials & services, capital outlay and contingency. In keeping with the original budget resolution, this resolution would adopt the contingency transfer of \$16,000 to the materials & services category of expense and allocate to the line item Other Professional & Technical Services. The contingency appropriation is decreased from \$71,241 to \$55,241 while the materials & services appropriated category of expense is increased to \$136,224.

As to the departmental activity level, the PW Administration unit is decreased from \$310,489 to \$294,489 while the Engineering unit is increased from \$462,361 to \$478,361. The net effect of such appropriation transfer is zero as the appropriation for the Public Works Fund remains at \$869,567.

In the Room Tax Fund, the adopted annual budget reflects budgeting at the category of expense level. In keeping with the original budget resolution, this resolution would adopt the contingency transfer of \$45,000 to the materials & services category of expense also. The transfer is allocated to the line item General Maintenance & Repair. The contingency appropriation is decreased from \$87,100 to \$42,100 while the materials & services appropriated category of expense is increased from \$854,900 to \$899,900. The net effect of such appropriation transfer is zero as the appropriation for the Room Tax Fund remains at \$2,924,500.

**CITY OF NEWPORT
RESOLUTION NO. 3647**

**A RESOLUTION PROVIDING FOR BUDGET TRANSFERS AND MAKING
APPROPRIATION CHANGES FOR FISCAL YEAR 2013-2014**

WHEREAS, the City Of Newport's 2013-2014 budget is in need of adjusting various funds, departments, organizational units and category of expense accounts for additional appropriation authority; and

WHEREAS, under the provisions of Oregon Local Budget Law, fund units and accounts are required to reflect sufficient authorized appropriations; and

WHEREAS, appropriation authority may be made by transfers of appropriations within organizational units, transfers within categories of expense and/or transfers of contingency appropriations within a specific fund when authorized by official resolution of the governing body as provided by ORS 294.463.

THE CITY OF NEWPORT RESOLVES AS FOLLOW: that such transfers of categories of expense, organizational units, and contingency appropriations to fund expenditures within each fund account as forth in Attachment "A" and providing expenditure authority is hereby increased and appropriated. The net effect of such appropriation transfers is zero.

This resolution will become effective immediately upon passage.

Adopted by the Newport City Council on August 19, 2013.

Sandra Roumagoux, Mayor

Attest:

Margaret M. Hawker, City Recorder

CITY OF NEWPORT OREGON

**ATTACHMENT "A" - RESOLUTION PROVIDING FOR BUDGET TRANSFERS AND MAKING APPROPRIATION
CHANGES FOR FISCAL YEAR 2013-2014**

	<u>Original Budget</u>	<u>Changes</u>	<u>Adjusted Budget</u>
Public Works Fund (301)			
Personal Services	\$ 613,102		\$ 613,102
Materials & Services	120,224	16,000	136,224
Capital Outlay	65,000		65,000
Contingency	71,241	(16,000)	55,241
Total	\$ 869,567	\$ -	\$ 869,567

Purpose To transfer contingency appropriation (301-3110-9901) of \$16,000 within the Public Works Fund, Administration Activity to the Engineering Activity, Materials & Services category of expense, line item Other Professional & Technical Services (301-3120-6030). This transfer is to correct an inadvertent omission occurring during the FY 2013-14 budget process. There are two specific projects that need to be funded and are currently underway.

	<u>Original Budget</u>	<u>Changes</u>	<u>Adjusted Budget</u>
Room Tax Fund (403)			
Materials & Services	\$ 854,900	\$ 45,000	\$ 899,900
Capital Outlay	481,000		481,000
Transfer to General Fund	1,292,000		1,292,000
Transfer to Airport Fund	29,000		29,000
Transfer to Park & Recreation Fund	180,500		180,500
Contingency	87,100	(45,000)	42,100
Total	\$ 2,924,500	\$ -	\$ 2,924,500

Purpose To transfer contingency appropriation (401-4310-9901) of \$45,000 within the Room Tax Fund, to Materials & Services category of expense, line item General Maintenance & Repair (403-4310-6113). The elevator at the Visual Arts Center is fully broken. Since the Visual Arts Center is tourism related, the request is made for funding from the Room Tax Fund.

Adopted by the Newport City Council on August 19, 2013.