



**CITY COUNCIL REGULAR SESSION AGENDA**  
**Monday, June 20, 2016 - 6:00 PM**

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

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

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**1. CALL TO ORDER AND ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. PUBLIC COMMENT**

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

**4. PROCLAMATIONS, PRESENTATIONS, AND SPECIAL RECOGNITIONS**

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

**5. CONSENT CALENDAR**

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

**5.A. Approval of City Council Minutes - June 6, 2016 Regular Meeting**

[June 6, 2016.docx](#)

**5.B. Approval of a Recommendation to the Oregon Liquor Control Commission (OLCC) to issue a Full-On Premise Sales Liquor License for a New Outlet to The Taphouse at Nye Creek - 520 NW Alpine Street**

[City Manager's Report and Recommendation -- OLCC-The Taphouse at Nye Creek.pdf](#)

[Staff Report - Taphouse at Nye Creek 6-14-16.docx](#)

[Taphouse OLCC Application.pdf](#)

**5.C. Approval of a Recommendation to the Oregon Liquor Control Commission (OLCC) to issue a Limited On-Premise Sales Liquor License for a New Outlet to Momiji at 122 North Coast Highway, Suite B**

[City Manager's Report and Recommendation -- OLCC-Momiji.pdf](#)

[Staff Report - Momiji Sushi Bar 6-14-16.docx](#)

[Momiji OLCC Application.pdf](#)

**5.D. Approval of Resolution No. 3756, a Resolution Extending the City of Newport Workman's Compensation Insurance Coverage to Volunteers of the City of Newport for 2016-17 Fiscal Year**

[City Manager Report and Recommendation - Resolution No. 3756 - Worker's Compensation Insurance.pdf](#)

[Res. No. 3756 - Worker's Compensation Insurance Coverage for Volunteers.docx](#)

**6. PUBLIC HEARING**

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

**6.A. Public Hearing and Possible Adoption of Resolution No. 3753, a Resolution Adopting a Budget for the Fiscal Year 2016-17, beginning July 1, 2016, and ending June 30, 2017.**

[City Managers Report and Recommendation-City Budget Adopt-Resolution No. 3753.pdf](#)

[Staff Report - Resolution No. 3753 Adoption of 2016-17 City Budget-June 20,2016.pdf](#)

[2016-17 Final Budget Resolution - Budget Adoption #3753.pdf](#)

[2016-17 Final Budget Resolution - Future Expenditures.pdf](#)

[2016-17 CITY Attachment A Budget Resolution.pdf](#)

- 6.B. Public Hearing and Possible Adoption of Resolution No. 3754, a Resolution Imposing and Categorizing Ad Valorem Taxes for the 2016-17 Fiscal Year.**  
[City Manager Report and Recommendation - Budget - Resolution No. 3754-Ad Valorem Taxes.pdf](#)  
[Staff Report - Resolution No. 3754 Adoption of 2016-17 City Property and Debt - Taxes -June 20,2016.pdf](#)  
[2016-17 FY - City Property Taxes Resolution.pdf](#)
- 6.C. Public Hearing and Possible Adoption of Resolution No. 3755, a Resolution Declaring the City's Election to receive State Shared Revenues.**  
[City Manager Report and Recommendation -- Resolution No. 3755 - State Shared Revenues.pdf](#)  
[Staff Report - Resolution No. 3755 State Shared Revenues for 2016-17 Budget -June 20, 2016.pdf](#)  
[2016-17 FY STATE SHARED REVENUES For Adoption.pdf](#)  
[2016-17 FY Election to Receive State Shared Revenues with Certification - Res. No. 3753.pdf](#)
- 6.D. Public Hearing and Possible Adoption of Resolution No. 3758, a Resolution Providing a Supplemental Budget and Making Appropriations/Total Requirements for Changes for the Fiscal Year 2015-16**  
[City Manager Report and Recommendation-Public Hearing-Supplemental Budget-Resolution No. 3758.pdf](#)  
[Staff Report Resolution 3758 City Supplemental Budget -June 20 2016.pdf](#)  
[Supplemental Budget -- Attachment A - June 20, 2016.pdf](#)  
[Supplemental Resolution No. 3758 June 20, 2016.pdf](#)  
[Budget with Supplementals.FY 2016 at June 2016.pdf](#)
- 6.E. Public Hearing and Possible Adoption of Resolution No. 3759 Adopting a Fee Schedule for the City of Newport for the 2016/2017 Fiscal Year**  
[City Manager Report and Recommendation - Resolution No. 3759 -- Fee Schedule.pdf](#)  
[Staff Report - 2016-17 Comprehensive Fee Schedule.pdf](#)  
[2016-17 Resolution adoption Fees and Charges Schedule- Final.pdf](#)  
[2016-17 FY TOC for Final Fee Schedule - City of Newport.pdf](#)  
[2016-17 Fee Schedule - Final - June 20, 2016 Adoption.pdf](#)
- 6.F. Continuation of Public Hearing and Possible Adoption of Ordinance No. 2098 an Ordinance Extending the Bayfront, City Center, and Nye Beach Parking Districts for a period of twenty-four months.**  
[City Manager Report and Recommendation - Public Hearing Ordinance No. 2098-Parking Districts.pdf](#)  
[Agenda Summary](#)  
[Ordinance No. 2098](#)

[ORS 223.112 to 223.132](#)  
[Minutes from 3/8/16 Advisory Committee Meeting](#)  
[Notice of the 6/20/16 City Council Hearing](#)

## **7. COMMUNICATIONS**

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

**7.A. From the League of Oregon Cities - Approval of Legislative Priorities**  
[City Manager Report and Recommendation -- From League of Oregon Cities Setting Priorities.pdf](#)  
[2016 Legislative Priority Packet.pdf](#)

**7.B. From the Airport Committee - Staffing Plan for the Newport Municipal Airport**  
[City Manager Report and Recommendation -- Airport Staffing Plan.pdf](#)  
[Proposed Airfield Management 2016.docx](#)

## **8. CITY MANAGER'S REPORT**

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

**8.A. Consideration of Amendment No. 1 to the Intergovernmental Agreement with the Oregon Department of Transportation for the US Highway 101: SE 32 Street to SE 35 Street Project.**  
[City Manager Report and Recommendation - Amendment No. 1 to Intergovernmental Agreement-ODOT.pdf](#)  
[Agenda Summary](#)  
[Existing Approved Agreement for Preliminary Engineering \(No. 30257\)](#)  
[Amendment No. 1 to Agreement 30257 for Preliminary Engineering Services](#)

**8.B. Approval of Oregon Water Resources (OWRD) Place Based Planning Agreement**  
[City Manager Report and Recommendation -- OWRD Place Based Planning Agreement.pdf](#)  
[Staff Report Place Based Planning Agreement 6-20-16.docx](#)  
[2016MidCoastGrant PBP 2016JUN14 DRAFT.pdf](#)

**8.C. Vacation Policy Regarding Participation of City Employees in Sister City Visits**  
[City Manager Report and Recommendation -- Vacation Policy Regarding Sister City Visits.pdf](#)

**8.D. Scheduling a Meeting with Local Units of Government on Affordable Housing and Homelessness in Lincoln County.**

[City Manager Report and Recommendation - Schedule Work Session - Work Force Housing.pdf](#)

**8.E. Status Report - Roll Out of the New City Website.**

[City Manager Report and Recommendation -- Status Report - New City Website.pdf](#)  
[Website Screenshots.pdf](#)

**9. LOCAL CONTRACT REVIEW BOARD**

**9.A. Approval of Amendment No. 3 and Task Orders 3.02 through 3.07 with Chase Park Grants for 2016-17 Fiscal Year**

[City Manager Report and Recommendation -- Amendment No. 3 and Task Orders 3.02 through 3.07 with Chase Park Grants.pdf](#)

[Amendment and Task Orders for Chase Park Grants Staff Report 6-13-16.docx](#)

[Amendment No. 3 to Grant Consulting Services Agreement-FY17.pdf](#)

[Exhibit A - Scope of Work, FY17 Grants Services.pdf](#)

[Task Orders No. 3.02 to 3.07.pdf](#)

[Outcomes Report - FY16 Grant Consulting Services.pdf](#)

**10. REPORT FROM MAYOR AND COUNCIL**

*This section of the agenda is where the Mayor and Council can report any activities or discuss issues of concern.*

**11. PUBLIC COMMENT**

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

**12. ADJOURNMENT**

June 6, 2016  
6:00 P.M.  
Newport,

**CITY COUNCIL MEETING**  
Oregon

**ROLL CALL**

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

Staff in attendance were: Spencer Nebel, City Manager; Peggy Hawker, City Recorder/Special Projects Director; Steve Rich, City Attorney; Derrick Tokos, Community Development Director; Tim Gross, Public Works Director; and Mark Miranda, Police Chief.

**PLEDGE OF ALLEGIANCE**

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

**CONSENT CALENDAR**

The consent calendar consisted of the following items:

- A. Approval of the May 2, 2016 executive session minutes;
- B. Approval of the May 16, 2016 City Council meeting minutes;
- C. Approval of the May 18, 2016 Special City Council meeting minutes;
- D. Approval of May 16, 2016 work session minutes;
- E. Confirmation of the Mayor's appointments, to the Wayfinding Committee, of Nairne Dickey, to a term expiring on December 31, 2016, and Michael Yost to fill the ex-officio/non-voting staff member from the Greater Newport Chamber of Commerce, to a term expiring on December 31, 2016.

Allen noted that the date on the work session minutes should read, "May 18, 2016," rather than "February 1, 2016." MOTION was made by Busby, seconded by Swanson, to approve the consent calendar with the change noted by Allen. The motion carried unanimously in a voice vote.

**PUBLIC HEARINGS**

**Public Hearing – Consideration and Possible Adoption of Ordinance No. 2098, an Ordinance Extending the Bayfront, City Center, and Nye Beach Parking Districts for a Period of Twenty-Four Months.** Hawker introduced the agenda item.

Nebel reported that this item will require a public hearing on June 20, 2016, as this is the date that was included in the notices that were sent.

Roumagoux opened the public hearing on Ordinance No. 2098, an ordinance extending the Bayfront, City Center, and Nye Beach Parking Districts for a period of twenty-four months at 6:04 P.M. She called for public comment. There was none. She continued the public hearing to the meeting of June 20, 2016.

Allen asked about the emergency declaration contained in the ordinance.

**Public Hearing – Consideration and Possible Adoption of Ordinance No. 2099, an Ordinance Repealing Ordinance No. 2071, which Established a Tax on the Sale of Marijuana and Marijuana Infused Products in the City of Newport.** Hawker introduced the agenda item. Nebel reported that Ordinance No. 2071 was adopted as a placeholder. He added that with the recent adoption of Ordinance No. 2097, and Resolution No. 3745, calling for an election on Ordinance No. 2097, which, if approved by the voters, would enact a three percent tax on recreational marijuana, Ordinance No. 2071 is no longer needed.

Roumagoux opened the public hearing on Ordinance No. 2099, an ordinance repealing Ordinance No. 2071, which established a tax on the sale of marijuana and marijuana infused products in the city, at 6:07 P.M. She called for public comment. There was none. She closed the public hearing for Council deliberation at 6:08 P.M.

MOTION was made by Sawyer, seconded by Saelens, to read Ordinance No. 2099 by title only and place for final passage. The motion carried unanimously in a voice vote. Voting aye on the adoption of Ordinance No. 2099 were Allen, Engler, Busby, Roumagoux, Swanson, Saelens, and Sawyer.

## **COMMUNICATIONS**

**From the Hatfield Marine Science Center – Update on Marine Science Initiative by Robert Cowen, Executive Director of the Hatfield Marine Science Center.** Hawker introduced the agenda item. Nebel reported that Cowen will update Council on the Marine Science Initiative. He reminded Council that on July 23, 2014, it voted unanimously to support the development of a marine studies campus program at the Hatfield Marine Science Center. He stated that since that time, OSU has been evaluating alternate sites for the expansion. He added that he and Roumagoux forwarded a letter to OSU President Ray reaffirming the city's desire that OSU continue with the South Beach location.

Cowen distributed a report. He thanked the city for its support, and updated Council on the status of the building siting, the housing status, and the new Marine Sciences Initiative Executive Director.

Cowen responded to Council questions regarding the cost of the building; the building survivability of an earthquake and tsunami; and housing.

**From the Greater Newport Chamber of Commerce – Annual Report and Request of Extension of the Tourism Promotion Services Contract between the City and Chamber.** Hawker introduced the agenda item. Nebel reported that in 2014, the city issued an RFP for tourism promotion services for a one-year agreement with

two one-year renewal options exercisable at the city's sole discretion to an entity that will provide tourism promotion services. He stated that the Greater Newport Chamber of Commerce has provided this service for many years, and the upcoming fiscal year will be the third year operating under the current agreement. He noted that the contract is renewable upon written mutual agreement of both parties, and the Chamber wishes to renew this contract. He stated that the contracted amount for this contract has been \$172,500 since the 2014/2015 Fiscal Year, and the Chamber is requesting the same amount for the 2016/2017 Fiscal Year.

Lorna Davis, Executive Director of the Greater Newport Chamber of Commerce, made a PowerPoint presentation that included: Visitor Center and visitor information; visitor web page and social media; Destination Newport Committee support and participation; tourism development and sales mission collaboration, media support, and research; review of statistics; and travel impacts.

MOTION was made by Sawyer, seconded by Saelens, to authorize an extension of the Greater Newport Chamber of Commerce contract for services in accordance with the 2014 contract and RFP for the fiscal year beginning July 1, 2016 and ending June 30, 2017 for an amount of \$172,500. The motion carried unanimously in a voice vote.

**From the Lincoln County Transportation Services District, Annual Report, Cynda Bruce, Program Director.** Hawker introduced the agenda item. Nebel reported that the packet contains the annual report that was provided earlier by Bruce in accordance with the intergovernmental agreement with the city. He noted that Bruce will make a brief presentation and respond to Council questions. He added that an e-mail communication had been received from Susan Hogg, related to transit, and that it had been distributed to all Councilors. He stated that the parking study that will be conducted over the next year will address transit services as a part of the solution to parking problems.

Bruce addressed Council regarding the District's mission statement; proposed budget; the appointment of Engler to the District's advisory board; planned surveys; costs per rider; marketing efforts; schedule adjustments during the Highway 20 construction; bus shelters; transportation that was provided for members of the Mombetsu delegation during the recent Sister City visit; and Marathon transportation.

Bruce responded to Council questions related to the cleaning of bus shelters, signage, and staffing numbers and salaries.

**From the Oregon Coast Council for the Arts – Annual Management Report – Executive Director, Catherine Rickbone.** Hawker introduced the agenda item. Nebel reported that the city of has a contract for services with the Oregon Coast Council for the Arts that encompasses the operations of the Performing Arts Center and the Visual Arts Center. He stated that Rickbone will provide an overview of the past year's operations.

Rickbone introduced board members in attendance – Kay Moxness and Wayne Belmont. She made a PowerPoint presentation that included: the city's investment; OCCA's return on the city's investment; management services; staff and volunteer services; PAC resident artist teams; PAC economic impact; total economic impact;

Visual Arts Center; VAC staff and volunteers; VAC galleries and groups; VAC exhibits and classes; VAC economic impact; OCCA's value-added improvements; future of the VAC; marketing; and OCCA staff.

Rickbone responded to Council comments and questions.

**From the Destination Newport Committee – Consideration of Award of a Tourism Marketing Grant for the New Lincoln County Fair.** Hawker introduced the agenda item. Nebel reported that the DNC has recommended awarding a grant, in the amount of \$5,000, to assist the new Lincoln County Fair in marketing for the 2016 fair

MOTION was made by Sawyer, seconded by Swanson, to approve a Tourism Marketing Grant to the New Lincoln County Fair for assistance with marketing and advertising for the 2016 fair in the amount of \$5,000. The motion carried unanimously in a voice vote.

**From the Destination Newport Committee – Consideration of Award of a Tourism Marketing Grant for the Barrel to Keg Gravel to Pavement Bike Ride.** Hawker introduced the agenda item. Nebel reported that the DNC has recommended awarding a grant, in the amount of \$2,000, to assist the Barrel to Keg Gravel to Pavement Bike Ride with its marketing efforts.

MOTION was made by Sawyer, seconded by Swanson, to approve the Tourism Marketing Grant Fund application submitted by the Community Services Consortium for assistance with marketing and advertising for the Barrel to Keg Gravel to Pavement Bike Ride in the amount of \$2,000 for the July 17, 2016 event. The motion carried unanimously in a voice vote.

## **CITY MANAGER'S REPORT**

**Memorandum of Understanding between the Port of Newport and the City of Newport Regarding the Exchange of Dredge Materials for Clean Materials.** Hawker introduced the agenda item. Nebel reported that the Port of Newport has approximately 40,000 yards of clean unbuildable materials to dispose of at the International Terminal in to facilitate continued development of the terminal site. He stated that in discussions with the Port, an exchange has been worked out so that the Port will be able to dispose of these materials at various locations at the Airport, as determined by the city. He added that the Port would then be responsible for all grading, following existing contours, as well as restoration and seeding of any disturbed sites. He noted that in exchange, the city will be able to take the same amount of buildable clean sand that is stockpiled near NOAA in South Beach, and the Port will have three years to dispose of their material at the Airport unless mutually agreed to by both parties, and the city will have ten years to take material from the South Beach sand pile for future projects. He stated that this exchange will help facilitate the Port's development of the International Terminal, and provide a ready source of materials for future city projects.

MOTION was made by Busby, seconded by Engler, to authorize a Memorandum of Understanding between the Port of Newport and the City of Newport regarding the disposal of dredge materials, and authorize the City Manager to sign on behalf of the City of Newport. The motion carried unanimously in a voice vote.

**Authorization of a Contract with the State of Oregon Office of Emergency Management for Public Assistance for a Federally-Declared Disaster.** Hawker introduced the agenda item. Nebel reported that between December 6 and December 23, 2015, the city experienced a series of winter storms that created significant damages in northwest Oregon. He stated that Lincoln County was included in a federal disaster declaration on February 17, 2016, which enabled the city to obtain funding for reimbursement for a portion of the expenses incurred by the city to deal with the disaster. He added that the city is entitled to received 75% of the costs incurred for disaster response and repair, but to proceed with this reimbursement, Council must authorize the execution of an agreement with the Office of Emergency Management. He noted that the city is pursuing a second source of funding to assist the homeowners on NE 70<sup>th</sup> Drive. He added that under the mitigation program that was part of the federal declaration, funding may be available to purchase the properties that were directly impacted by the December slides based on 75% of the market value of the homes prior to the disaster. He stated that the city would be responsible for removing the structures and addressing general cleanup of the slide area, and that this would be handled in a separate mitigation grant agreement, and is not included in the agreement before the Council this evening.

MOTION was made by Engler, seconded by Sawyer, to approve the contract with the State of Oregon Office of Emergency Management for Public Assistance for declared disaster DR-4258-OR and authorize the City Manager to execute the agreement on behalf of the City of Newport. The motion carried unanimously in a voice vote.

**Authorization to Reconfigure a Conservation Easement and Release of Public Road Easements in the Northgate Industrial Park.** Hawker introduced the agenda item. Nebel reported that the Central Lincoln People's Utility District is constructing a new maintenance facility in the Northgate Industrial Park to replace its operations in South Beach. He stated that when this property was initially configured as an industrial park, a 50-foot conservation easement was extended along Highway 101 to preserve the natural look of the north entrance to the city. He added that the plat surrounded a .23-acre piece of property that was not owned by the developer, but was acquired by the Central Lincoln PUD and annexed into the city earlier this year. He noted that the plat provided for a buffer zone around this previously separate site. He stated that the Northgate Industrial Park was divided into a series of lots that were accessed by two cul-de-sacs, and since the entire property has been acquired by PUD, for the purposes of developing the entire site, the PUD is requesting that the city release those two cul-de-sacs that were part of the previous development.

Nebel reported that the city is proposing to replace the conservation easement, which was done as part of the Declaration of Covenants initially recorded by the property owner, to provide the city an opportunity to utilize standard conservation easement language for this purpose. He stated that the roads were not dedicated as streets, so the city only needs to issue a quit claim deed to address the elimination of the two cul-de-sacs.

Nebel reported that the end result of this effort will be to continue maintaining a 50-foot conservation easement along Highway 101 creating a natural screen for the PUD's new maintenance facility as initially proposed when this property was annexed. He stated that it will also eliminate access easements that were part of the Northgate Industrial Park to various platted lots that will no longer be used as individual sites, and it will facilitate efficient use of this site by the PUD to build the new operations center.

Paul Lawson reported that he owns 30 acres across the street from the PUD project, and is concerned that the LID that will be used to finance the 73<sup>rd</sup> Street and Highway 101 improvements will not apply to the PUD with this change. Tokos reported that the PUD signed a non-remonstrance agreement to participate in the improvement project at a proportional level at the time the project is warranted.

Deb Smith, General Manager of the PUD, reported that the PUD is excited about the project. She noted that this will be a three phase project with the earthwork, bid at 2.4 million dollars, occurring this year.

Busby asked about the expected date of operation at the north site, and Smith reported that the PUD is planning to move in July or August of 2017. She added that the South Beach property marketing is less clear as there is environmental work and possible mitigation that must occur before marketing the property.

Saelens asked about the revocable versus irrevocable usage, and which was most restrictive.

MOTION was made by Swanson, seconded by Engler, to approve the reconfiguration of the conservation easement by replacing the conservation easement that was included in the original terms of the Declaration of Covenants for the Northgate Industrial Park with a grant of irrevocable conservation easement by the Central Lincoln People's Utility District, extending for a depth of 50 feet along the west boundary of the property boarding Highway 101, and approve the release of public road designations within the plat of the Northgate Industrial Park, with the City Manager being authorized to execute the appropriate documents with the Central Lincoln People's Utility District to implement these changes. The motion carried unanimously in a voice vote.

**Possible Consideration and Adoption of Resolution No. 3752, a Resolution Rescinding Resolution No. 3694, which Established a Tax Rate on Recreational Marijuana and Marijuana Infused Products.** Hawker introduced the agenda item. Nebel reported that earlier in this meeting, Council repealed Ordinance No. 2071, which was an ordinance adopted in 2014, that established a local tax on sale of recreational marijuana. He stated that Council also previously adopted Resolution No. 3694 which established a tax rate of 0% on the gross sale of all monies paid to the seller of marijuana and marijuana infused products. He noted that this ordinance and resolution have subsequently been replaced by Ordinance No. 2097, which would impose a 3% tax on the sale of recreational products in the City and Resolution No. 3745, which refers this matter to the voters at the November 8, 2016, general election.

MOTION was made by Sawyer, seconded by Engler, to adopt Resolution No. 3752, a resolution rescinding Resolution No. 3694, which established a tax rate on recreational marijuana and marijuana infused products based on subsequent action by the City Council to place this matter on the November ballot for voter consideration. The motion carried unanimously in a voice vote.

**Report on the Cascadia Rising Exercise Planned for Tuesday, June 7, and Friday, June 10, 2016.** Hawker introduced the agenda item. Nebel reported that the city will be participating with Lincoln County and other Lincoln County cities and agencies across the State of Oregon in the Cascadia Rising Exercise. He stated that for the city, this will include exercises on Tuesday, June 7 beginning at 7:00 A.M. and lasting until about noon, and on Friday, June 10, at the Lincoln County Fairgrounds, beginning at 1:00 P.M. and running into the afternoon. He added that as part of this exercise, Council will be asked to participate in a special meeting at which Council will be asked to make an emergency declaration as a part of the exercise. He noted that the special meeting is noticed for 8:00 A.M., and that the mock emergency declaration will occur at 9:00 A.M.

Nebel reported that on Friday, June 10, the exercise will simulate a full-fledged Cascadia event with an emergency operations center being set up in tents at the Lincoln County Fairgrounds. He stated that the city will be setting up its own tent, and this will be a good opportunity to test the development of an emergency operation at a remote location. He invited Council to attend and observe.

Saelens reported that he may need to be excused to handle the debris management component of the emergency drill.

**Approval of the Canvass of Ballots from the May 17, 2016 Municipal Election and Measure 21-164 – Resumption of Fluoridation of the City of Newport Water Supply.** Hawker introduced the agenda item. Nebel reported that Council placed Measure 21-164, an ordinance asking whether the city should resume fluoridation of the city water supply, before the voters at the May 17, 2016 election. He stated that the abstract has been received from the Lincoln County Clerk, and the vote on this measure was 1,323 Yes to 2,360 No. He noted that the last Council action on this issue will be to modify the budget, on June 20, 2016, to re-appropriate the funds dedicated for fluoridation for other purposes.

MOTION was made by Busby, seconded by Engler, to approve the canvass of the ballots of the May 17, 2016 election for Measure No. 21-164, which was voted upon by the voters of the City of Newport. The motion carried unanimously in a voice vote.

### **LOCAL CONTRACT REVIEW BOARD**

The City Council, acting as the Local Contract Review Board, met at 7:55 P.M.

**Authorization of Change Order No. 4 with C&M Excavating and Utilities, LLC for the SW Abalone/Brant Street Improvement Project.** Hawker introduced the agenda item. Nebel reported that construction of the SW Abalone/Brant Street Improvement Project has been completed. He stated that there were several design challenges due to difficulties associated with the historic surveys in South Beach and the location of improvements. He added that this changed elevations for street, sidewalk, and trail construction in several parts of the project requiring reconstruction of manholes, water valves, and other infrastructure, and an existing sidewalk ramp was replaced in order to make it ADA compliant.

MOTION was made by Engler, seconded by Swanson, to approve Change Order No. 4 with C&M Excavating & Utilities, LLC in the amount of \$51,686 for the SW Abalone – Brant Street Project, and authorize the City Manager to execute the change order on behalf of the City of Newport. The motion carried unanimously in a voice vote.

### **RESUME CITY COUNCIL MEETING**

Council resumed its meeting at 7:58 P.M.

Nebel reported that this meeting is not being televised because the School District does not currently have staff to perform this service. He added that staff is trying to resolve the issue and looking at various interim and long-term solutions.

### **REPORTS FROM THE MAYOR AND COUNCIL**

Roumagoux reported that the week of May 16 was a robust week for the City Council with the Mombetsu delegation visiting. She noted that there were lots of events associated with the cultural exchange, and that overall, it was a successful and rewarding week.

Roumagoux reported that she attended a Chamber of Commerce board meeting on May 24.

Roumagoux reported that she was interviewed by Courtney Flathers on May 27. She added that Flathers, a graduate student at OSU, has two goals: one is preparing an oral history on living and working in a coastal community, and the other is to develop demographic trends in the fishing industry. Roumagoux noted that Flathers also interviewed Nebel.

Roumagoux reported that she attended the YBEF meeting on June 1.

Engler reported that former Mayor McConnell had given a great oral history of the Sister City relationship at the recent Rotary Club meeting. She added that the News-Times newspaper insert was wonderful, and that overall, this was a great visit with the Mombetsu delegation.

Engler reported that she attended the recent Bicycle/Pedestrian Advisory Committee meeting. She stated that Gross attended and presented an update on various projects. She added that the Skate Park was discussed, and recommended that, before it is repaired, usage should be reviewed, and the skate community asked its opinion on the park.

Busby reported that the candidate information packets are available for the November Council election. He recommended that the election be further publicized, and he encouraged Councilors who plan to run for office to announce their candidacy as soon as possible. He added that it is not his intention to run for office, but that he is not absolutely ruling the possibility out at this time. Swanson stated that she plans to run in this election.

Swanson reported that she attended a recent meeting of the 60+ Advisory Committee. She stated that John Baker attended and presented a review of

accomplishments from the goal setting meeting. She reported on other activities, including the health assessment on May 19, and the open house on May 26.

Swanson reported that she recently attended a meeting at which she heard that the City of Depoe Bay is considering video surveillance for the city. She added that the City of Toledo currently has some video surveillance in public areas. She noted that the School District has cameras in all schools. Nebel noted that this is an issue that can be discussed at an upcoming work session. He added that the city's focus is on surveillance at city facilities rather than the community in general.

Sawyer reported that the Mombetsu delegation attended a DNC meeting during the recent visit. He added that the delegation was interested in marketing and branding. He stated that the Committee also discussed supporting the Eugene Emeralds, Barrel to Keg Gravel Pavement Bike Ride, and the Highway 20 status messaging.

Sawyer reported that the city's transportation grant application has moved to tenth place in the state, and it is slated for consideration by a statewide committee on June 14 for a final determination.

Sawyer reported that Sheriff Dotson has retired and that Curtis Landers been promoted to Sheriff. He added that Landers began working for the Sheriff's Office when he was 19, and will be running for the Sheriff's position, uncontested, in the fall.

Sawyer announced that Tokos, and his wife Jessica, are parents to a new baby girl. Tokos noted that his wife and baby were doing well, and that the baby will be in the neonatal unit for a short time.

Engler thanked Swanson for her tremendous contribution in researching the Sister City history and developing the Sister City flag.

### **PUBLIC COMMENT**

Dr. Susan Anderson, representing Clean Water Newport, reported that the group was pleased with the outcome of the May election. She thanked Council for giving voters the opportunity to vote, and the voters for educating themselves.

Marletta Noe noted that today, June 6, is D-Day. She shared some anecdotal family stories related to D-Day.

### **ADJOURNMENT**

Having no further business, the meeting adjourned at 8:24 PM

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Margaret M. Hawker, City Recorder

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Sandra N. Roumagoux, Mayor

**CITY MANAGER'S REPORT AND  
RECOMMENDATION**



Meeting Date: 6-20-16

**Agenda Item:**

**Approval of a Recommendation to the Oregon Liquor Control Commission (OLCC) to issue a Full-On Premise Sales Liquor License for a New Outlet to The Taphouse at Nye Creek - 520 NW Alpine Street**

**Background:**

The Taphouse at Nye Creek is applying for a full-on premise sales license for a new outlet to the Oregon Liquor Control Commission for the The Taphouse at Nye Creek, located at 520 NW Alpine Street. A background check has been conducted on the applicant and no disqualifying information was discovered. The applicant is Nye Creek, Inc. (Greg Morrow and Susan Armstrong). The project is converting the former warehouse facility. Access will be off of both Coast and Alpine.

**Recommendation:**

I recommend that the City Council authorize a recommendation to the Oregon Liquor Control Commission to issue a full-on premise sales liquor license for a new outlet to The Taphouse at Nye Creek, located at 520 NW Alpine Street.

**Fiscal Effects:**

None by making this recommendation. The city does receive a fee for processing liquor licenses.

**Alternatives:**

None recommended.

Respectfully Submitted,

Spencer R. Nebel  
City Manager



Agenda Item # \_\_\_\_\_  
Meeting Date \_\_\_\_\_

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

Issue/Agenda Title OLCC License Approval

Prepared By: Newport Police Dept Head Approval: Chief Mark J. Miranda City Mgr Approval: \_\_\_\_\_

**Issue Before the Council:**

Shall the City Council recommend approval of the liquor license application for The Taphouse at Nye Creek?

**Staff Recommendation:**

The Police Department recommends favorable action by the City Council

**Proposed Motion:**

Handled as a consent calendar item

**Key Facts and Information Summary:**

The Taphouse at Nye Creek, 520 NW Alpine Street, has made application to the Oregon Liquor Control Commission for a “Full On-Premises Sales” license as a new outlet. Such a license allows for the applicant to sell ‘by the drink’ wine, malt beverages, cider and distilled liquor. These beverages must be consumed on the premises. Partially consumed bottles of wine that had been served with a meal may also be taken from the premises.

A background check of the applicant revealed no disqualifying information. The Taphouse at Nye Creek is located in the Nye Beach area, facing NW Beach Drive at NW Alpine Street. There have been no police calls to the business within the last year. The location has been unoccupied for many years and is currently being remodeled.

ORS 471.166 requires an applicant to obtain a recommendation from the local governing body in the city where the business is located. The City Council may make a “Favorable Recommendation” or an “Unfavorable Recommendation” to OLCC. The Commission will then decide if granting a license is appropriate.

**Other Alternatives Considered:**

Not applicable.

**City Council Goals:**

Public Safety related.

**Attachment List:**

## License Application

### **Fiscal Notes:**

There is no fiscal impact on the City other than time to process the application





# OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

### LICENSE TYPES

- Full On-Premises Sales (\$402.60/yr)
- Commercial Establishment
  - Caterer
  - Passenger Carrier
  - Other Public Location
  - Private Club
- Limited On-Premises Sales (\$202.60/yr)
- Off-Premises Sales (\$100/yr)
  - with Fuel Pumps
- Brewery Public House (\$252.60)
- Winery (\$250/yr)
- Other: \_\_\_\_\_

### ACTIONS

- Change Ownership
- New Outlet
- Greater Privilege
- Additional Privilege
- Other \_\_\_\_\_

### 90-DAY AUTHORITY

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

### APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

### CITY AND COUNTY USE ONLY

Date application received: 6/3/16

The City Council or County Commission:

City of Newport  
(name of city or county)

recommends that this license be:

- Granted
- Denied

By: \_\_\_\_\_  
(signature) (date)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### OLCC USE ONLY

Application Rec'd by: OC

Date: 06/02/16

90-day authority:  Yes  No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① NYE CREEK Inc ② \_\_\_\_\_  
③ \_\_\_\_\_ ④ \_\_\_\_\_

2. Trade Name (dba): THE TAPHOUSE at NYE CREEK

3. Business Location: 520 NW Alpine St. Newport Lincoln OR 97365  
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 193 NW 70th St Newport OR 97365  
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: (541) 272-2472  
(phone) (fax)

6. Is the business at this location currently licensed by OLCC?  Yes  No

7. If yes to whom: \_\_\_\_\_ Type of License: \_\_\_\_\_

8. Former Business Name: \_\_\_\_\_

9. Will you have a manager?  Yes  No Name: GREGORY J. MORROW  
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Newport OR 97365  
(name of city or county)

11. Contact person for this application: GREGORY J. MORROW (541) 272-2779  
(name) (phone number(s))  
P.O. Box 88 Newport DR. hawgmorrow@hotmail.com  
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 4/14/16 ② \_\_\_\_\_ Date \_\_\_\_\_  
③ Gregory J. Morrow Date 4/14/16 ④ \_\_\_\_\_ Date \_\_\_\_\_

**CITY MANAGER'S REPORT AND  
RECOMMENDATION**



Meeting Date: 6-20-16

**Agenda Item:**

**Approval of a Recommendation to the Oregon Liquor Control Commission (OLCC) to issue a Limited On-Premise Sales Liquor License for a New Outlet to Momiji at 122 North Coast Highway, Suite B**

**Background:**

Momiji is applying for a limited on-premise sales license for a new outlet to the Oregon Liquor Control Commission for Momiji, located at 122 North Coast Highway, Suite B. The location is located in the south part of the building that houses Starbucks. A background check has been conducted on the applicant and no disqualifying information was discovered. The limited license allows the sale of wine and malt drinks by the glass. The applicant is Momiji Newport, LLC (John Jiandu Zhen and Mia Lin Zhen).

**Recommendation:**

I recommend that the City Council authorize a recommendation to the Oregon Liquor Control Commission to issue a full-on premise sales liquor license for a new outlet to Momiji, located at 122 North Coast Highway, Suite B.

**Fiscal Effects:**

None by making this recommendation. The city does receive a fee for processing liquor licenses.

**Alternatives:**

None recommended.

Respectfully Submitted,

Spencer R. Nebel  
City Manager



Agenda Item # \_\_\_\_\_  
Meeting Date \_\_\_\_\_

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

Issue/Agenda Title OLCC License Approval

Prepared By: Newport Police Dept Head Approval: Chief Mark J. Miranda City Mgr Approval: \_\_\_\_\_

**Issue Before the Council:**

Shall the City Council recommend approval of the liquor license application for Momiji Sushi Bar?.

**Staff Recommendation:**

The Police Department recommends favorable action by the City Council

**Proposed Motion:**

Handled as a consent calendar item

**Key Facts and Information Summary:**

Momiji Sushi Bar, 122 N Coast Highway, has made application to the Oregon Liquor Control Commission for a “Limited On-Premises Sales” license as a new outlet. Such a license allows for the applicant to sell wine, malt beverages and cider ‘by the drink.’ These beverages must be consumed on the premises. Partially consumed bottles of wine that had been served with a meal may also be taken from the premises.

A background check of the applicant revealed no disqualifying information. Momiji Sushi Bar is located on the east side of N Coast Highway at NE 1<sup>st</sup> Street. It is occupying the former location of Quiznos Sub Shop. There have been no police calls to this location.

ORS 471.166 requires an applicant to obtain a recommendation from the local governing body in the city where the business is located. The City Council may make a “Favorable Recommendation” or an “Unfavorable Recommendation” to OLCC. The Commission will then decide if granting a license is appropriate.

**Other Alternatives Considered:**

Not applicable.

**City Council Goals:**

Public Safety related.

**Attachment List:**

License Application

**Fiscal Notes:**

There is no fiscal impact on the City other than time to process the application





# OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

**LICENSE TYPES**

- Full On-Premises Sales (\$402.60/yr)
  - Commercial Establishment
  - Caterer
  - Passenger Carrier
  - Other Public Location
  - Private Club
- Limited On-Premises Sales (\$202.60/yr) ←
  - Off-Premises Sales (\$100/yr)
    - with Fuel Pumps
  - Brewery Public House (\$252.60)
  - Winery (\$250/yr)
  - Other: \_\_\_\_\_

**ACTIONS**

- Change Ownership
- New Outlet
- Greater Privilege
- Additional Privilege
- Other \_\_\_\_\_

**90-DAY AUTHORITY**

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

**APPLYING AS:**

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

**CITY AND COUNTY USE ONLY**

Date application received: 6/3/16

The City Council or County Commission:

City of Newport  
(name of city or county)

recommends that this license be:

- Granted
- Denied

By: \_\_\_\_\_  
(signature) (date)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OLCC USE ONLY**

Application Rec'd by: OLC

Date: 06-02-16

90-day authority:  Yes  No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① Momiji Newport LLC ③ \_\_\_\_\_  
② \_\_\_\_\_ ④ \_\_\_\_\_

2. Trade Name (dba): Momiji Sushi Bar

3. Business Location: 122 N Coast Hwy suite B Newport OR 97365  
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: PO Box 1052 Depoe Bay OR 97341  
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 541 992 5820  
(phone) (fax)

6. Is the business at this location currently licensed by OLCC?  Yes  No

7. If yes to whom: \_\_\_\_\_ Type of License: \_\_\_\_\_

8. Former Business Name: \_\_\_\_\_

9. Will you have a manager?  Yes  No Name: John Zhen  
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Newport  
(name of city or county)

11. Contact person for this application: John Zhen 541 992 5820  
(name) (phone number(s))  
1810 SE 14th St Lincoln City, OR 97367 jzhen0820@gmail.com  
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 5/03/2016 ③ \_\_\_\_\_ Date \_\_\_\_\_

② \_\_\_\_\_ Date \_\_\_\_\_ ④ \_\_\_\_\_ Date \_\_\_\_\_

## CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: June 20, 2016

### Agenda Item:

### **Approval of Resolution No. 3756, a Resolution Extending the City of Newport Workman's Compensation Insurance Coverage to Volunteers of the City of Newport for 2016-17 Fiscal Year**

### Background:

The city has provided worker's compensation coverage to volunteers of the city in the past years. The resolution affirming the city's desire to continue to provide this coverage which is required each renewal year with our insurance. Approval of this resolution will continue this coverage in the 2016-17 fiscal year.

### Recommended Action:

I recommend that Resolution No. 3756 be approved as part of the consent agenda at the June 20 City Council meeting.

### Fiscal Effects:

This is included in our budget figures for worker's compensation.

### Alternatives:

None recommended.

Respectfully Submitted,

Spencer R. Nebel

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CITY OF NEWPORT

RESOLUTION NO. 3756

**A RESOLUTION EXTENDING THE CITY OF NEWPORT'S  
WORKERS' COMPENSATION INSURANCE COVERAGE  
TO VOLUNTEERS OF THE CITY OF NEWPORT  
FOR COVERAGE YEAR 2016/2017**

**WHEREAS**, a resolution extending workers' compensation coverage to volunteers of the City of Newport elects the following:

Pursuant to ORS 656.031, workers' compensation coverage will be provided to the classes of volunteers listed in this resolution, noted on the CIS payroll schedule, and verified at audit:

1. **Public Safety Volunteers.** An assumed monthly wage of \$1,800 will be used for Police and Fire Volunteers.
  
2. **Volunteer Boards, Commissions, Committees, Task Forces, and Councils.** An aggregate assumed annual wage of \$2,500 will be used per each volunteer board, commission committee, task force, or council for the performance of administrative duties. The covered bodies are:
  - A. Airport Committee;
  - B. Audit Committee;
  - C. Budget Committee;
  - D. City Council;
  - E. Destination Newport Committee;
  - F. Library Board;
  - G. Local Improvement District Technical Advisory Committee;
  - H. Master Plan Update Planning Advisory Committee;
  - I. Parking Study Advisory Committee;
  - J. Bayfront Parking District;
  - K. City Center Parking District;
  - L. Nye Beach Parking District;
  - M. Parks and Recreation Advisory Committee;
  - N. Bicycle/Pedestrian Advisory Committee;
  - O. Planning Commission;
  - P. Public Arts Committee;
  - Q. Retirement Board of Trustees;
  - R. 60+ Advisory Committee;
  - S. Urban Renewal Agency
  - T. Vision 2040 Steering Committee;

U. Wayfinding Committee.

3. **Non-Public Safety Volunteers**. All non-public safety volunteers listed below will track their hours and Oregon minimum wage will serve as assumed wage for both premium and benefits calculations. CIS will assign the appropriate classification code according to the type of volunteer work being performed:

- A. Parks and recreation;
- B. 60+ Center;
- C. Public works;
- D. Library.

4. **Other Volunteers**. Volunteer exposures not addressed here will have workers' compensation coverage if, prior to the onset of the work provided, the City of Newport:

- A. Provides at least two weeks' advance written notice to CIS underwriting requesting the coverage;
- B. CIS approves the coverage and date of coverage; and
- C. CIS provides written confirmation of coverage.

The City of Newport agrees to maintain verifiable rosters for all volunteers, including volunteer name, date of service, and hours of service, and make them available at the time of a claim or audit to verify coverage.

THE CITY OF NEWPORT RESOLVES AS FOLLOWS:

1. To provide workers' compensation coverage as indicated in this resolution.

Adopted by the Newport City Council on June 20, 2016.

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Sandra N. Roumagoux, Mayor

ATTEST:

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Margaret M. Hawker, City Recorder

# CITY MANGER REPORT AND RECOMMENDATIONS



Meeting Date: June 20, 2016

## Agenda Item:

**Public Hearing and Possible Adoption of Resolution No. 3753, a Resolution Adopting a Budget for the Fiscal Year 2016-17, beginning July 1, 2016, and ending June 30, 2017.**

## Background:

The development of the budget for the fiscal year beginning July 1, 2016 and ending June 30, 2017, was initiated in December 2015. Since that time, the Finance Director, department heads, Finance Department personnel, other staff, and the City Manager have been working on various aspects of the proposed budget for consideration by the Budget Committee. The City Council's first involvement with the budget process was through a goal setting session that was held on February 23, 2016. During this session, the City Council heard presentations from each of the department heads; reviewed various upcoming issues; and prioritized goals for the 2016-17 Fiscal Year. These goals were adopted following a public hearing March 21, 2016. In accordance with City Charter, the City Manager developed and submitted a proposed budget to the Budget Committee on Monday, April 20, 2016.

### **Total Resources**

The 2016-2017 budget continues to levy the tax rate of \$5.5938 per \$1,000 of assessed evaluation for city operational purposes. In addition, the budget levies an amount to pay the 2016-2017 General Obligation Debt requirements for the city of \$2,406,369 for the wastewater refunding, water treatment plant issue, and the swimming pool bonds.

The City of Newport had previously adopted a schedule for various infrastructure rates that would have resulted in a 10% rate increase for water, a 15% rate increase for sewer, with 5% increases in storm water and infrastructure fees to fund major reconstruction of the city's utility systems. Based on Council action in 2014, the Council directed staff to develop a budget that would utilize revenue bonds instead of a "pay-as-you-go" method for financing infrastructure. This has allowed for a significant reduction in the proposed rate increases which has been incorporated in the 2016-17 Fiscal Year Budget.

In accordance with this plan, the proposed utility rate increase for the 2016-17 Fiscal Year was reduced from this original plan to a 5% increase in water rates, and a 4% increase in wastewater rates, from the original long-term financing plan. In addition, the budget proposed a 5% increase in storm water rates, and a 5% increase in the infrastructure fee for the next fiscal year. This will generate funding to support bonding for water and sewer projects in future years in order to continue meeting the critical need to rebuild the city's infrastructure to serve the residents of Newport today and well into the future. A rate study will be conducted prior to establishing utility rates in 2017.

The total requirement (revenues, transfers, reserves, and fund balances) for the budget is \$75,682,000 for the City of Newport, and \$6,889,179 for the Newport Urban Renewal Agency.

## **Total Requirements**

The budget provides a continuation of existing types of expenditures for the new fiscal year. Included in the proposed budget is funding for four new positions. These include a Deputy City Recorder, a Finance Specialist position, School Safety Officer, and a three quarter time Parks Maintenance position, which has been upgraded to full time. A number of part time jobs have been consolidated to create a full time Parks Financial Specialist position. Also, part time positions have been added that are associated with Parks and Recreation.

The budget continues to provide a substantial commitment for reinvestment in the city's water and sewer infrastructure during the course of the fiscal year. This will be funded in part through revenue bonds and State Revolving Fund financing, with the future debt repayment coming from water and sewer rates. In addition, the construction of the pool project, as approved by vote in 2013, has a significant impact on funding levels. This budget represents an important continuation for focusing on rebuilding the City of Newport's aging infrastructure system.

Additionally, the budget continues to appropriate funding by individual projects for water and wastewater capital construction projects from the applicable operating funds to a Proprietary Capital Projects Fund (Fund 403) and other major projects in a Capital Projects Fund (Fund 402) and Capital Improvements (Fund 405) which are facility related upgrades.

The Newport Urban Renewal Agency budget proposes to continue using \$5.4 million in bonded funds during this next fiscal year in order to continue a number of major improvements in the South Beach area, particularly along the Highway 101 corridor, south of the Yaquina Bay Bridge.

The total requirements (appropriations, transfers, reserves, and ending fund balances) are \$75,382,000 for the City of Newport, and \$6,889,179 for the Newport Urban Renewal Agency.

## **Budget Committee Actions**

The City of Newport/Newport Urban Renewal Agency Budget Committee met on April 26, 2016, to conduct a page by page review of the budget. Budget Committee members were asked to identify possible changes, questions, or concerns regarding the proposed budget. These issues were not debated on April 26, but were listed in a report with background information that was provided by the city administration to the Budget Committee for review at their May 10 Budget meeting. At the May 10 Budget meeting, the Budget Committee reviewed this report, which included 66 items that had been placed on the list for additional consideration. At this meeting, Budget Committee members discussed, debated and made changes to the proposed budget that were then voted on by the Committee to incorporate into a budget for approval.

The significant changes included in the 2016-17 Fiscal Year Budget include the following: the addition of a police detective position with off-setting adjustments to both expenses and revenues to cover this position, and corrections to add back equipment to the Library budget that was inadvertently deleted. Funding was also restored for marketing the swimming pool opening, \$46,000 was added as missed appropriation from the Room Tax Fund for capital outlay projects. Funding was transferred among several capital outlay projects to increase funding for a storm sewer repair west of SW 4<sup>th</sup> Street. This included taking funding from the NW 6<sup>th</sup> Street storm sewer/sidewalk project, which was replaced with funding from the Street Fund to allow this project to remain in the budget. The Budget Committee corrected the in lieu-of-fee expenses in the Water and Sewer Funds. In the Urban Renewal Budget, there was a correction with regards to the property taxes to be received in 2016-17, which increased those revenues by \$970,341. Throughout the budget, the contingency reserve for future expenditures and unappropriated ending fund balances were rebalanced in all the of the funds. Please note that in 27

the General Fund, the Contingency and Unappropriated Fund balance is included at the target levels. However, the reserves for future expenditures is at 5%, but the policy target is between 8% and 15%.

On May 17, the Budget Committee unanimously approved the budgets for the City of Newport and the Newport Urban Renewal Agency, including approval of the tax rates, as well as a recommendation to approve the fee schedule for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

### **Recommended Modifications to the Approved Budget**

As a result of the voters of the City of Newport voting against the resumption of fluoridation to the city's water supply, an appropriation of \$300,000 to facilitate this work should be removed from the budget as approved by the Budget Committee. This is consistent with the discussion that the Budget Committee had regarding the election, which results were unknown at the time the Budget Committee took final action on approving the budget and referring it to the City Council for adoption. With the results of the election, I would recommend that the City Council modify the approved budget by removing Project W-13, Fluoridation Equipment in the amount of \$300,000 from Fund 403, and reducing the transfer from the Water Fund to the Capital Projects Proprietary Fund by the same amount, with the reserve for future expenditures in Fund 601 being increased by \$300,000. Transfers to Capital Improvements being reduced by the same amount. Please note that this action will then make those funds available for other future capital projects that would be funded from the Water Fund (Fund 601).

Also, I have been contacted by several citizens regarding the reuse of these funds for installing UV disinfection at the Aquatic Center. This would not be permitted since the fluoridation funding originated from rates paid by water users. The Newport Municipal Code, Section 5.10.210 states "all proceeds from charges, fees and penalties relating to water service shall be used only for the establishment, operation, expansion, and maintenance of the city's water system. Nothing in this section prevents loans from the city's Water Fund to other system funds, and the city may charge the Water Fund a reasonable amount for administrative services."

In regards to this budget modification the Department of Revenue requires that local units of government conduct the public hearing on the budget as approved by the Budget Committee. Any changes to the budget can be made following the public hearing by the City Council, subject to limitations as established by State law. Therefore, the public hearing will be held on the budget as approved by the Budget Committee with any modifications being made to this budget following the public hearing. Please note that the resolutions attached to this report reflect the modifications as outlined above.

### **Other Budgetary Actions Required**

In Addition to Resolution No. 3753, which establishes a budget for the next fiscal year, the City Council will be asked to approve Resolution No. 3754, which authorizes the levy of property taxes, Resolution No. 3755, a resolution declaring the city's election to receive State shared revenues, and Resolution No. 3759, a resolution that will formally adopt a fee schedule for the fiscal year beginning July 1, 2016.

I certainly appreciate the efforts of the Finance Department, City Department Heads, and staff members, the Budget Committee and the City Council in working through the various issues in order to develop an operating budget for the City of Newport for the fiscal year beginning July 1, 2016, and ending June 30, 2017.

Please note that the budget has been published on the City's website, and has been available in print in the city's Finance Department for public inspection.

**Recommended Action:**

I recommend the Mayor conduct a public hearing on the approval of a budget for the fiscal year beginning July 1, 2016, and ending June 30, 2017, with budget appropriations of \$70,091,957, unappropriated reserves for future expenditures, debt and equipment of \$2,372,182, and an ending fund balance of \$3,517,861 for total requirements of \$75,382,000 as approved by the City of Newport Budget Committee.

I further recommend the City Council consider the following motion:

I move adoption of Resolution No. 3753, a resolution adopting the fiscal year 2016-17 budget as recommended by the Budget Committee, with the following modifications: Fund 403, Capital Projects Proprietary transfers from the Water Fund to Fund 403 will be reduced by \$300,000 with Proprietary Capital Project W-13, fluoridation equipment in the amount of \$300,000 being eliminated. Fund 601-Water Fund transfers will be reduced for Proprietary Capital Projects by \$300,000 with \$300,000 being added to the Non-appropriated budget requirement - reserve for future expenditures in the Water Fund. These changes will result in final budget appropriations of \$69,491,957, unappropriated reserves for future expenditures, debt and equipment of \$2,372,182 and ending fund balance of \$3,517,860 for total requirements of \$75,382,000.

**Fiscal Effects:**

Approval of the budget provides the appropriations to operate all city services beginning July 1, 2016, and the detailed budget is available on the City's website to outline various impacts the budget will have in the 2016-17 Fiscal Year.

**Alternatives:**

None recommended.

Respectfully Submitted,



Spencer R. Nebel



Agenda Item #  
Meeting Date

June 20, 2016

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

Issue/Agenda Title: Public Hearing on and consideration of, Resolution No. 3753 Adopting, Making Appropriations.

Prepared By: Murzynsky

**Issue before the Council:** The purpose of this resolution is to consider Resolution No. 3753 regarding the possible adoption of City of Newport 2016-17 Fiscal Year budget, make appropriations.

**Staff Recommendation:** Staff recommends the adoption of Resolution No. 3753.

**Proposed Motion:**

I move to adopt Resolution No. 3754, a resolution adopting the Fiscal Year 2016-17 budget and making appropriation with the following amendment:

Because the Fluoridation Project was not passed, remove the \$300,000 Fluoridation project in Fund 403, reduce the \$300,000 Transfer from Water. In the Water Fund, reduce the Transfer to Capital Projects - Proprietary by \$300,000 and move the \$300,000 to the Reserved for Future Expenditures.

**Key Facts and Information Summary:** The Budget Committee approved the City Budget for Fiscal Year 2016-17 on May 17, 2016. Resolution 3753 provides for budgeted appropriations of \$70,091,957, unappropriated reserves for future expenditures, debt and equipment of \$2,072,182 and ending fund balance (UEFB) \$3,517,861 for total requirements of \$75,682,000.

The revised appropriation numbers with the amendment are as follows: the budgeted appropriations are \$69,491,957 unappropriated reserves for future expenditures, debt and equipment of \$2,372,182 and ending fund balance (UEFB) \$3,517,861 for total requirements of \$75,382,000.

**Fiscal Notes:** This budget include the final construction phase of the Parks & Recreation swimming pool, a decrease of \$4,220,000 in general City capital projects and \$1,180,000 increase in Water and Wastewater capital projects, see attachment A for the details. This budget also proposes an increase of 5% in water fees & charges and 4% in wastewater fees and charges. Finally, the budget provides a continuation of existing type expenditures and included are four new positions; a Deputy City Recorder in the City Manager budget, a Finance Specialist in the Finance budget, a Recreation Financial Specialist and a Police Detective in the Police Budget.

**CITY OF NEWPORT  
RESOLUTION NO. 3753**

**A RESOLUTION ADOPTING THE FISCAL YEAR 2016-2017 BUDGET  
AND MAKING APPROPRIATIONS**

**THE CITY OF NEWPORT RESOLVES THAT** the budget for Fiscal Year 2016-2017 be adopted in the sum \$75,682,000; this budget is available for review now at City Hall.

**THE CITY OF NEWPORT FURTHER RESOLVES** that the amounts for the fiscal year beginning July 1, 2016, and for the purposes shown below are hereby appropriated as follows:

<u>Fund</u>	<u>Adopted Budget</u>	<u>Fund</u>	<u>Adopted Budget</u>
<b>101 - General Fund</b>		<b>301 - Water Debt Fund</b>	
City Administration	2,374,511	Water Treatment GO Bond	964,450
Police	4,102,860	Water General Debt	69,537
Fire	2,058,564	Water Revenue Bond	330,987
Emergency Coordinator	113,285	Total	<u>1,364,974</u>
Library	1,077,462	<b>302 - Wastewater Debt Fund</b>	
Community Development	305,384	Wastewater GO Bond	937,400
Facilities & Parks	833,981	Wastewater General Debt	568,563
Non-Departmental	1,452,375	Total	<u>1,505,963</u>
Transfer to Parks & Recreation	680,666	<b>303 - General Debt Fund</b>	
Transfer to Housing	13,200	Swimming Pool GO Bond	504,519
Transfer to Airport	370,422	General Debt Service	323,935
Transfer to Building Inspection	3,000	Total	<u>828,454</u>
Transfer to General Debt Service	154,467	<b>402 - Capital Projects - General</b>	
Transfer to Capital Projects	605,475	Capital Projects - General	9,663,777
Transfer to Reserve - Fire	150,000	Capital Projects - Swimming Pool	5,453,384
Transfer to Reserve - Police	30,000	Capital Projects - Airport	1,436,107
Transfer to Reserve - Library	5,000	Capital Projects - VAC/PAC	455,721
Contingency	594,764	Total	<u>17,008,989</u>
Total	<u>14,925,416</u>	<b>403 - Capital Projects - Proprietary</b>	
<b>201 - Parks &amp; Recreation Fund</b>		Water Capital Projects	4,522,228
Administration	194,708	Wastewater Capital Projects	8,136,116
60+ Activity Center	163,568	Total	<u>12,658,344</u>
Swimming Pool	460,170	<b>403 - Reserve Fund</b>	
Recreation Center	483,406	Capital Outlay - Police	15,000
Recreation Programs	205,878	Capital Outlay	90,000
Sports Programs	147,410	Total	<u>105,000</u>
Transfer to Capital Projects	92,000	<b>405 - Capital Improvements</b>	
Contingency	191,990	City Hall/General Cap Improvemts	443,475
Total	<u>1,939,130</u>	City Hall/Police Cap Improvemts	45,000
<b>211 - Public Parking Fund</b>		Fire Bldgs Cap Improvemts	100,000
Pub Parking-Nye Beach	12,718	60+ Activity Center Cap Improvemts	17,000
Pub Parking-City Center	6,914	Recreation Center Cap Improvemts	92,000
Pub Parking-Bay Front	22,318	PW Shops Cap Improvemts	12,000
Contingency	298,621	Parks & Grounds Cap Improvemts	95,000
Total	<u>340,571</u>	Total	<u>804,475</u>
<b>212 - Housing Fund</b>			
Housing	136,108		
Contingency	11,663		
Total	<u>147,771</u>		

<b>220 - Airport Fund</b>			<b>601 - Water Fund</b>	
Airport Operations	588,121		Water Plant	960,588
Transfer to General Debt Service	6,000		Water Distribution	923,148
Transfer to Capital Projects	112,111		Water Non Departmental	925,897
Contingency	60,832		Transfer General Fund	13,050
Total	<u>\$767,064</u>		Transfer to Street Fund	35,000
			Transfer Water Debt	487,891
<b>230 - Room Tax Fund</b>			Transfer General Debt	4,553
Room Tax	1,084,974		Transfer Prop Cap Proj - Water	381,100
Transfer to General Fund	21,822		Transfer Cap Improvements	6,000
Transfer to Parks & Rec	350,000		Contingency	311,998
Transfer to Airport Fund	25,000		Total	<u>4,049,225</u>
Transfer Gen Debt Fund	13,500			
Transfer Wastewater Debt	127,325		<b>602 - Wastewater Fund</b>	
Transfer Capital Projects	371,003		Wastewater Plant	1,256,025
Contingency	108,497		Wastewater Collection	639,155
Total	<u>\$2,102,121</u>		Wastewater Non Dept	1,040,942
			Transfer General Fund	13,050
<b>240 - Building Inspection Fund</b>			Transfer to Street Fund	35,000
Building Inspection Services	403,819		Transfer Water Debt	529,710
Contingency	45,075		Transfer General Debt	31,337
Total	<u>\$448,894</u>		Transfer General Cap Proj	0
			Transfer Prop Cap Proj	405,100
<b>251 - Street Fund</b>			Contingency	303,657
Street Maintenance	580,545		Total	<u>4,253,976</u>
Storm Drain Maintenance	453,939			
Transfer Gen Debt Fund	62,000		<b>701 - Public Works Fund</b>	
Transfer to General Fund	5,578		Public Works Admin	316,362
Transfer Capital Projects	308,900		Engineering	507,937
Contingency	119,268		Fleet Maintenance	95,304
Total	<u>\$1,530,230</u>		Contingency	110,780
			Total	<u>1,030,383</u>
<b>252 - Line Undergrounding Fund</b>			<b>Total Appropriations</b>	<u>69,491,957</u>
Line Undergrounding	392		<b>Non-Appropriated Budget Requirement</b>	
Transfer Gen Debt Fund	59,000		UEFB - General Fund	1,182,568
Contingency	699,390		UEFB - Recreation	119,170
Total	<u>\$758,782</u>		UEFB - Airport	42,345
			UEFB - Room Tax	117,177
<b>253 - SDC Fund</b>			UEFB - Building Inspection	43,612
SDC - Streets	50,000		UEFB - Street Fund	111,724
SDC - Administration	30,000		UEFB - Water Debt Service	188,076
Transfer to Proprietary Debt	1,000		UEFB - Wastewater Debt Service	988,528
Transfer to Capital Projects	237,467		UEFB - General Debt Service	37,907
Contingency	1,226,951		UEFB - Water Fund	303,440
Total	<u>\$1,545,418</u>		UEFB - Wastewater Fund	317,101
			UEFB - Public Works Fund	66,211
<b>254 - Agate Beach Closure Fund</b>			Reserve for future expenditures**	1,520,930
Agate Beach Closure	308,700		Reserve for 2010A Debt	519,576
Contingency	1,068,076		Reserve for Police	55,514
Total	<u>1,376,776</u>		Reserve for Fire	261,026
			Reserve for Library	15,136
			<b>Total Non-appropriated</b>	<u>5,890,042</u>
			<b>TOTAL USES OF FUNDS</b>	<u>75,382,000</u>

THE CITY OF NEWPORT FURTHER RESOLVES that the amounts appropriated above in the Capital Projects fund - General and Proprietary - are further appropriated by "named" capital project line-item as detailed on Attachment "A" and incorporated herewith.

Passed and adopted by the City Council of Newport on June 20, 2016

\_\_\_\_\_  
Sandra Roumagoux, Mayor

Attest:

\_\_\_\_\_  
Margaret M. Hawker, City Recorder

\*\* - see attached schedule

**CITY OF NEWPORT  
RESOLUTION NO. 3753**

**Non-Appropriated Budget Requirement - Reserve for Future Expenditures**

101	General Fund	504,199
230	Room Tax	119,679
240	Building Inspections	309,599
251	Streets	57,934
601	Water	366,673
701	PW Fund	162,846
	Total	<u>1,520,930</u>

CITY OF NEWPORT

ATTACHMENT 'A' - RESOLUTION NO. 3753 - A RESOLUTION ADOPTING THE FISCAL YEAR 2016-2017  
BUDGET AND MAKING APPROPRIATIONS

Fund/Dept	Project Number	Activity No.	Appropriation Amount
<b>402 - CAPITAL PROJECTS FUND</b>			
<b>6110 - Capital Projects - General</b>			
	Fire Station Seismic Rehabilitation	14005	\$ 1,461,223
	Strategic Grant Consulting Service-Chase Park Grant (See Water & WW)	13011	10,657
	Strategic Grant Consulting Service-Chase Park Grant (See Water & WW)	13011	48,100
	Parks System Master Plan	15011	37,500
	Deco District Park	10006	90,000
	Street Overlays & Improvements	15003	408,464
	Sidewalk & Bicycle Improvements	14007	29,825
	Agate Beach Recreation & Wayside Improvements	13010	290,975
	SE 35th & Hwy 101 Signalization Improvements	13018	1,131,971
	Nye Beach Turnaround Pavement Rehabilitation	15013	125,000
	SW Harbor Way Sidewalk & Improvements	15014	81,675
	Agate Beach State Park to Hwy 101 Trail Connector	15015	29,120
	Ferry Slip Road Utility Line Undergrounding	15017	500,000
	Wayfinding Sign Project - Phase 3	12018	6,000
	Sharrows Bay Blvd Fr Naterlin East to John Moore	15019	10,000
	RFB's on Highway 101 crossing	P-17-S12	120,000
	Installation of Signal at Abbey & US 101	P-17-S13	137,467
	Storm Sewer Repair West of SE 4th Street/Abandonment of SE 3rd WWPS	P-17-ST01	500,000
	Storm Drain Improvement between NE 54th & 53rd	P-17-ST02	50,000
	Storm Drain Master Plan	13012	10,000
	Sam Moore Creek Water Quality & Trail Improvement	13020	230,000
	Bay Moore Storm Sewer Improvements	12015	3,800,000
	NW 6th Street Storm Sewer	13002	302,900
	Nye Creek Storm Sewer CIPP Repair (See WW)	15036	252,900
	<b>Total Capital Projects/General</b>		<b>\$ 9,663,777</b>
<b>6120 - Capital Projects - Aquatic Center</b>			
	Aquatic Center	13019	\$ 5,448,384
	<b>Total Capital Projects/Aquatic Center</b>		<b>\$ 5,448,384</b>
<b>6130 - Capital Projects / Airport</b>			
	Airfield Seismic Study	P-17-AP01	\$ 50,000
	Ground Link for direct contact to ATC & new ceilometer to replace for AWOS	P-17-AP04	40,000
	FAA AIP 25 Land Acquisition	P-17-AP06	596,107
	Addition to Pavilion next to the FBO	P-17-AP07	25,000
	AIP22 RW 16-34 Final Construction Grant	12092	400,000
	Airport Master Plan	15001	325,000
	<b>Total Capital Projects/Airport Fund</b>		<b>\$ 1,436,107</b>
<b>6140 - Capital Projects / VAC &amp; PAC</b>			
	VAC Roof & Gutters	P-17-FM01	\$ 18,600
	VAC Exterior Paint	P-17-FM07	7,403
	PAC Lobby Expansion & Restroom Expansion	15024	429,718
	<b>Total Capital Projects/VAC &amp; PAC</b>		<b>\$ 455,721</b>
	<b>TOTAL CAPITAL PROJECT FUND APPROPRIATION:</b>		<b>\$ 17,003,989</b>

Fund/Dept	Project Number	Activity No.	Appropriation Amount
<b>403 - PROPRIETARY CAPITAL PROJECTS FUND</b>			
<b>6210 - Proprietary Capital Projects / Water</b>			
PP1	Strategic Grant Consulting Service-Chase Park Grant (See Gen & WW)	13011	\$ 48,100
PP4	Utility Rate Study (See WW)	15030	20,000
PP5	Water Supply Place Based Planning Study	P-17-PP05	260,000
SC1	Siletz Pump Station Fiber Optic Installation	P-17-SC01	53,000
SC2	Siletz Pump Station SCADA Upgrade	P-17-SC02	35,000
W1	Seismic Evaluation for Main Tanks	P-17-W01	75,000
W2	Bridge installation of Wessel Creek	P-17-W02	30,000
W3	Big Creek Dams Preliminary Design	11025	801,300
W4	NE 3rd/Yaquina Heights Drive Water Line Installation	15029	250,000
W5	Pave Parking Lot at WTF	14012	60,000
W6	Candletree Pump Station Replacement	14016	700,000
W7	Fixed Base Metering System	12029	1,050,295
W8	Emergency Generator	14018	290,000
W9	Old WTF Demolition/ Construction of Storage Garage	14014	200,000
W10	Water Distribution System Flushing Plan	14015	40,000
W11	Golf Course Drive Water Improvement Project	14015	535,000
W12	Water Rights Revisions (Rocky Creek & Big Creek)	13014	14,533
W14	Siletz Water Quality Study	P-17-W14	60,000
<b>Total Prop Cap Projects/Water Fund</b>			<b>\$ 4,522,228</b>
<b>6220 - Proprietary Capital Projects / Wastewater</b>			
PP1	Strategic Grant Consulting Service-Chase Park Grant (See Gen & Water)	13011	\$ 48,100
PP4	Utility Rate Study (See Water)	15030	20,000
WW1	WWTP Facilities Plan	P-17-WW01	75,000
WW2	WW Northside Office lockers & bathroom	P-17-WW02	35,000
WW4	Demolish old wastewater treatment bldg. & filter building conversion	14008	65,000
WW6	Agate Beach Wastewater Improvement Project	11002	4,721,524
WW8	Wastewater System Master Plan	13008	28,742
WW9	Sanitary Sewer Televising Program	13009	132,000
WW10	Big Creek Water Lift Station Replacement	12015	1,830,413
WW11	Nye Beach PS Screen & Grinder	14020	557,000
WW12	Sanitary Sewer Replacement (Hurbert between 3rd and 6th)	15033	557,000
WW13	Smoke Testing Program	13015	16,337
ST7	Nye Creek Storm Sewer CIPP Repair	15036	50,000
<b>Total Prop Cap Projects/Wastewater Fund</b>			<b>\$ 8,136,116</b>
<b>TOTAL PROPRIETARY CAPITAL PROJECT FUND APPROPRIATION:</b>			<b>12,658,344</b>

## CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: June 20, 2016

### Agenda Item:

**Public Hearing and Possible Adoption of Resolution No. 3754, a Resolution Imposing and Categorizing Ad Valorem Taxes for the 2016-17 Fiscal Year.**

### Background:

The City of Newport Budget Committee reviewed and approved the proposed tax levy for the 2016-17 Fiscal Year. The tax rate will remain at \$5.5938 per thousand dollars of assessed valuation for general city operations. In addition, sufficient taxes will be levied to pay for the Water Treatment Plant bonded debt of \$964,450, the Wastewater bonded debt of \$937,400, and the Aquatic Center bonded debt in the amount of \$504,519 for a total of \$2,406,369 in debt payments for the fiscal year beginning July 1, 2016.

### Recommended Action:

I recommend the Mayor conduct a public hearing on Resolution No. 3754, a Resolution imposing and categorizing ad valorem taxes for the City of Newport for fiscal year 2016-17, with the General Fund rate remaining at \$5.5938 per thousand dollars of assessed valuation, and an amount of \$2,406,369 being levied to meet the debt payments for the fiscal year beginning July 1, 2016.

I further recommend the City Council consider the following motion:

**I move adoption of Resolution No. 3754, a Resolution imposing and categorizing ad valorem taxes for the City of Newport for the fiscal year beginning July 1, 2016 and ending June 30, 2017, at a rate of \$5.5938 per thousand dollars of assessed valuation, plus an amount of \$2,406,369 to cover debt requirements for the City of Newport for the fiscal year beginning July 1, 2016.**

### Fiscal Effects:

Property taxes and taxes for debt payment are significant sources of revenue which have been included in the budget adopted by the City Council.

### Alternatives:

None recommended.

Respectfully Submitted,

Spencer R. Nebel



Agenda Item #  
Meeting Date

June 20, 2016

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

Issue/Agenda Title: Public Hearing on and consideration of, Resolution No. 3754 Imposing and Categorizing Ad Valorem Taxes for the 2016-17 Fiscal Year Budget.

Prepared By: Murzynsky

**Issue before the Council:** The purpose of this resolution is to consider Resolution No. 3754 which imposes and categorizes Ad Valorem taxes for the ensuing Fiscal Year.

**Staff Recommendation:** Staff recommends the adoption of Resolution No. 3754.

**Proposed Motion:**

I move to adopt Resolution No. 3754, a resolution imposing and categorizing Ad Valorem taxes for the City of Newport.

**Key Facts and Information Summary:** The Budget Committee approved the City Budget for Fiscal Year 2016-17 on May 17, 2016. Resolution No. 3754 provides for imposing the Ad Valorem taxes which balance the General Fund budget and provide for the debt services payments related to voter approved general obligation bonds. Seven (7%) percent of the tax levy amount is assumed to be uncollectible in the first year of the levy. With regards to the general obligation debt, the City is imposing a combined tax levy of \$2,406,369 to support debt service payments. The combined debt service levy consists of \$946,450 for the water treatment plant bonded debt, the wastewater bond is \$937,400 and the swimming pool bonded debt is \$504,519.

**CITY OF NEWPORT  
RESOLUTION NO. 3754**

**A RESOLUTION IMPOSING AND CATEGORIZING AD VALOREMI TAXES FOR THE  
CITY OF NEWPORT, FISCAL YEAR 2016-2017**

**THE CITY OF NEWPORT RESOLVES** that the City Council for the City of Newport hereby imposes the taxes provided for the City’s adopted budget for Fiscal Year 2016-2017 at the rate of \$5.5938 per \$1,000 of assessed value, plus an amount of \$2,406,369 for the debt fund and that these taxes are hereby imposed and categorized up the assessed value of all taxable property within the City for the tax year 2016-2017. The following allocations constitute and above aggregate levy.

General Fund	\$5.5938 / \$1,000
Water Treatment Plant Bonded Debt	\$964,450
Wastewater Bonded Debt	\$937,400
Swimming Pool Bonded Debt	\$504,519

**THE CITY OF NEWPORT FURTHER RESOLVES** that the City Council of the City of Newport hereby categorized the imposed taxes for the Fiscal Year 2016-2017 follows

Subject to the General Government Limitation:	General Fund	\$5.5938 / \$1,000
Excluded from the General Government Limitation:	Debt Fund	\$2,406,369

\_\_\_\_\_  
Sandra Roumagoux, Mayor

Attest:

\_\_\_\_\_  
Margaret M. Hawker, City Recorder

## CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: June 20, 2016

### Agenda Item:

**Public Hearing and Possible Adoption of Resolution No. 3755, a Resolution Declaring the City's Election to receive State Shared Revenues.**

### Background:

State Revenue Sharing Law, ORS 221.770, requires cities to pay an ordinance or resolution each year stating their desire to receive State Shared Revenues. A public hearing was held by the Budget Committee regarding State Shared Revenues. No public comments were received. The State requires the City Council to also hold a public hearing prior to adoption of a resolution. The City received four types of State Shared Revenues that include general shared revenues, liquor tax, cigarette tax and highway gas tax. The estimated revenues for the 2016-17 Fiscal Year are as follows: **General Shared Revenues - General Fund = \$140,000; Liquor Tax - General Fund = \$151,052; Cigarette Tax - General Fund = \$12,198; Highway Gas Tax - Street Fund = \$584,183**

Please note, of the Highway Gas Tax revenues, \$15,000 is designated for sidewalk and bicycle improvements, with the balance funding street operations.

### Recommended Action:

I recommend the Mayor conduct a public hearing on the adoption of Resolution No. 3755, a resolution declaring the city's election to receive State Shared Revenues, with the General Fund receiving the general shared revenues, liquor tax revenues and cigarette tax revenues in the estimated amount of \$303,250 and the street and capital projects sharing the highway gas tax in the amount of \$ 569,183 going to the Street Fund and \$15,000 going to Capital Projects for sidewalk and bicycle improvements.

I further recommend the City Council consider the following motion:

**I move the adoption of Resolution No. 3755, a Resolution Declaring the City's Election to receive State Shared Revenues.**

### Fiscal Effects:

As outline above

### Alternatives:

None recommended.

Respectfully Submitted,

Spencer R. Nebel



Agenda Item # \_\_\_\_\_  
Meeting Date June 20, 2016

**CITY OF NEWPORT AGENDA ITEM SUMMARY**  
City Of Newport, Oregon

Issue/Agenda Title: Public Hearing on and consideration of, Resolution No. 3755 declaring the City’s election to receive State Shared Revenues.

Prepared By: Murzynsky

**Issue before the Agency:** To receive State Shared Revenues the City must pass a resolution in order to receive the various types of shared revenue.

**Staff Recommendation:** Staff recommends the adoption of the Resolution No. 3755

**Proposed Motion:** I move to adopt Resolution No. 3755 declaring the City’s election to receive State Shared Revenues.

**Key Facts and Information Summary:** State Revenue Sharing Law, ORS 221.770, requires cities to pass an ordinance or resolution each year stating they want to receive their share and the resolution or ordinance must be filed with the Shared Financial Services of the Oregon Department of Administrative Services before July 31<sup>st</sup>. Prior to the June 20th, 2016 public hearing there must be one other public hearing with the City’s Budget Committee and this was fulfilled at the April 26th, 2016 Budget Committee Hearing.

**Fiscal Notes:** The City receives four types of state shared revenues that include general shared revenues, liquor tax, cigarette tax and highway gas tax. General Shared revenues are allocated pursuant to a different statutory formula while the distribution of the liquor, cigarette and highway gas tax are allocated on the basis of population of the City and an estimated rate per capita based on projected available taxes collected. The estimated revenues for the 2016-17 Fiscal Year are as follows (see attachment A):

General Shared Revenues (GF)	\$ 140,000
Liquor Tax (GF)	151,052
Cigarette Tax (GF)	12,198
Highway gas tax (Streets)	584,183

These estimated revenues will impact the General Fund in the amount of \$303,240 and the Street will receive the Gas Tax amount of \$569,183 and will share \$15,000 of the Gas Tax with the Capital Projects Fund.

CITY OF NEWPORT, OREGON

OREGON SHARED REVENUES  
 PUBLIC HEARING BEFORE THE BUDGET COMMITTEE ON THE POSSIBLE USES  
 FISCAL YEAR 2016-17 ADOPTED BUDGET  
 "ATTACHMENT A"

REVENUE TYPE	CERTIFIED EST. POPULATION @ 7/1/2015	PER CAPITA RATES ESTIMATES	ESTIMATED REVENUES
A. GENERAL SHARED REVENUES	Not Applicable	Not Applicable	\$ 140,000
B. OTHER SHARED REVENUES			
Liquor Tax	10,165	\$ 14.86	\$ 151,052
Cigarette Tax	10,165	\$ 1.20	\$ 12,198
Highway Gas Tax	10,165	\$ 57.47	\$ 584,183

**CITY OF NEWPORT**  
**RESOLUTION NO. 3755**

**A RESOLUTION DECLARING THE CITY'S ELECTION  
TO RECEIVE STATE SHARED REVENUES**

**THE CITY OF NEWPORT** resolves that, pursuant to ORS 221.770, the City hereby elects to receive State Shared Revenues for the Fiscal Year 2016-17.

This resolution will become effective July 1, 2016.

Adopted by the Newport City Council on June 20, 2016.

---

Sandra N. Roumagoux, Mayor

Attest:

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Margaret M. Hawker, City Recorder

I certify that a public hearing before the Budget Committee was held on April 26, 2016 and a public hearing before the City Council was held on June 20, 2016, giving citizens an opportunity to comment on use of State Revenue Sharing.

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Margaret M. Hawker, City Recorder

# CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: June 20, 2016

## Agenda Item:

### **Public Hearing and Possible Adoption of Resolution No. 3758, a Resolution Providing a Supplemental Budget and Making Appropriations/Total Requirements for Changes for the Fiscal Year 2015-16**

#### Background:

The June 20, 2016, City Council meeting is the last meeting in which the Council can formally amend the 2015-16 budget. In reviewing the various expenditure levels, both in each fund there are several year-end adjustments that we are recommending. In the General Fund, we are recommending a \$25,000 appropriation from contingency to address the materials and services line of the non-departmental cost center (101-1900) due to electrical bills exceeding the appropriated amount for street lights for this fiscal year.

In the Parks & Recreation Fund, we are recommending a \$20,000 adjustment from contingency. The majority of this increase is due to a staff member going from single coverage to family coverage on the medical plan.

In the Building Inspection Fund, we are recommending an appropriation from contingency of \$20,000 to cover the professional services line item. We have an uptick on our building plan inspections requiring more contractual services in order to provide coverage.

Finally, we are recommending the Council shift funds from SE 35 & Highway 101 Signalization Project back to the SW Abalone - Brant Street Improvement project and from the S.E. Ferry Slip project. On April 18, the City Council shifted transferred from these two projects, to the future SE 35 and Highway 101 signalization improvement project fund. In finalization of the project, it has become clear that the projection at that time did not include a reconciliation of units paid on this job. The adjustments recommended by Public Works were based on the project change orders and did not consider the unit charges paid on these projects. While both projects remain under the original budgets, we need to shift some funds back to these two projects from the SE 35/101 project as follows:

	April 18 Amendment	June 20 Amendment
SW Abalone	(\$404,724)	\$329,326
SE Ferry Slip	(\$497,057)	\$272,100

As we proceed with project reporting we will address this issue to avoid understating projected cost.

Please note, these adjustments do not impact the overall budget of \$82,746,840, since all of the adjustments are either impacting contingency or shifting costs from one cost center to another at the end of the year. I certainly appreciate all of the departments for doing a great job of staying within their appropriated amounts through the course of this fiscal year. I appreciate the Finance Department for being able to stay on top these changes as the year has progressed. I have also attached a copy of the Project Status Report from Engineering for your information.

**Recommended Action:**

I recommend the Mayor conduct a public hearing on Resolution No. 3758, a Resolution adopting a supplemental budget for the fiscal year 2015-16, and making appropriation increases and changes for the fiscal year 2015-16.

I further recommend the City Council consider the following motion:

**I move adoption of Resolution No. 3758, with Attachment A, a resolution adopting supplemental budget for the fiscal year 2015-16, and making appropriation increases and changes for the current fiscal year.**

**Fiscal Effects:**

As outline in the attached report.

**Alternatives:**

None recommended.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. R. Nebel".

Spencer R. Nebel



Issue/Agenda Title: Resolution No. 3758 providing for a supplemental budget and making appropriation/total requirement changes for the Fiscal Year 2015-2016.

Prepared By: Mike Murzynsky

Proposed Motion: I move to adopt Resolution No. 3758 with Attachment "A", a resolution adopting a supplemental budget for fiscal year 2015-16 and making appropriation increases and changes for fiscal year 2015-16.

Background information:

As the year-end of the 2015-16 approaches City staff has reviewed their respective budgets and have found that the following adjustments are required to stay within approved appropriations.

The General Fund requires the following adjustment:

- The program Non-departmental (101-1900) - materials and services are projected to be over due to power invoices related to the streets lights funded by this program. A \$25,000 contingency adjustment is recommended by Finance staff.

The Parks & Recreation fund is recognizing a \$20,000 contingency adjustment due to a staff member's health insurance increasing to a family plan.

The Building Inspection fund is projected to be over due to the Professional Services line item within Material and Services. A \$20,000 contingency adjustment is recommended by Finance with Community Development approval.

The Capital Projects - General fund requires an adjustment between SW Abalone-Brant Street Improvement, project 14002 and SE 35<sup>th</sup> and Highway 101, project 13018. The adjustment recommended by the Community Development and Public Works Directors is \$329,326 and it is due to an oversight with the estimates made with April 2016's Supplemental Budget, material quantities changes were overlooked.

Staff recommends the adoption of the supplemental budget and making appropriation and transfer of funds changes in the funds as detailed on Attachment "A" to Resolution No. 3758.

ORS 294.471 allows for a governing body to approve a supplemental budget. ORS 294.471(a) permits a local government to make a supplemental budget where there is "an occurrence or condition that is not ascertained when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires a change in financial planning." ORS 294.473 provides the procedures for those instances where the supplemental budget changes the estimated expenditure by ten percent or greater. The required notices have been published.

Also included, Attachment B, is a listing which shows the original budget noted as \$82,746,840 and then individual adjustment columns shown for each Council budget adjustment. The final column is a cumulative total and the City budget has no increase due to all adjustments are contingency and the overall effect is zero.

Fiscal Notes:

The funds included in this supplemental budget are the only ones requiring an adjustment. The individual fund information is noted on Attachment A - Summary for Resolution 3758 and Attachment B notes the total City budget.

Alternatives: None

Attachments:

Resolution 3758

Attachment A - Summary for resolution 3758

Attachment B - Original budget with subsequent adjustments

CITY OF NEWPORT, OREGON

ATTACHMENT "A" - RESOLUTION NO. 3758 ADOPTING A SUPPLEMENTAL BUDGET,  
MAKING APPROPRIATION AND CHANGES FOR FISCAL YEAR 2015-16

General Fund			
Resource	Amount	Expenditure	Amount
NO additional resources	-	Non-departmental - 101 - 1900 Material and Services	- 25,000
		Contingency	(25,000)
<b>Revised Total Resources</b>	<b>14,444,322</b>	<b>Revised Total Requirements</b>	<b>14,444,322</b>

Comments: Increase material and services, projected to be over by June 30, 2016 so contingency adjustment it necessary.

Parks & Recreation Fund			
Resource	Amount	Expenditure	Amount
NO additional resources	-	Administration program Wages & benefits	- 20,000
		Contingency	(20,000)
<b>Revised Total Resources</b>	<b>2,010,537</b>	<b>Revised Total Requirements</b>	<b>2,010,537</b>

Comments: Administration health insurance projected to be over significantly by June 30 so contingency adjustment is necessary.

Building Inspection Fund			
Resource	Amount	Expenditure	Amount
NO additional resources	-	Material and Services	20,000
		Contingency	(20,000)
<b>Revised Total Resources</b>	<b>664,953</b>	<b>Revised Total Requirements</b>	<b>664,953</b>

Comments: Material and services are projected to be over by year-end so a contingency adjustment is necessary.

Capital Projects - General						
Resource	Amount	Project Name	Project #	Budget	Change	Adjusted Budget
NO additional resources	-	SE 35th Street & Hwy 101 Signal	13018	1,131,971	(601,426)	530,545
		SW Abalone Brant Street Improvement	14002	1,793,447	329,326	2,122,773
		SE Ferry Slip Street Improvement	14003	956,402	272,100	1,228,502
Note: Only adjusted projects are shown.						
<b>Revised Total Resources</b>	<b>22,039,090</b>	<b>Revised Total Requirements</b>		<b>22,039,090</b>	-	<b>22,039,090</b>

Comments: Transfer between projects recommended due to oversight in April 2016 estimates.

**CITY OF NEWPORT**

**RESOLUTION NO. 3758**

**A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET ADJUSTMENT FOR FISCAL YEAR 2015-16, MAKING APPROPRIATION/TOTAL REQUIREMENT CHANGES FOR SPECIFIC FUNDS**

**WHEREAS**, the City of Newport's 2015-16 budget requires changes of appropriation for the General Fund, Parks and Recreation Fund, Building Inspection Fund, and Capital Projects - General; due to final year-end projections and have complied with the provisions of ORS 294.

**WHEREAS**, under the provisions of Oregon Local Budget Law, fund accounts are required to reflect sufficient authorized appropriations consistent with available resources; and

**WHEREAS**, ORS 294.473 requires a supplemental budget with a public hearing when the estimated expenditures differ by 10 percent or more from the most recent amended budget prior to the supplemental budget, the governing body may adopt the supplemental budget with a public hearing at a regular meeting, and

**WHEREAS**, the General Fund Non-Departmental program requires an adjustment for materials and services that are projected to be over by June 30, 2016. A Contingency adjustment is recommended and the adjustment is listed on Attachment A; no other adjustments are needed; and

**WHEREAS**, the Parks and Recreation Fund requires an adjustment due to health insurance projected to be over significantly by June 30, 2016. A Contingency adjustment is recommended and the adjustment is listed on Attachment A; no other adjustments are needed; and

**WHEREAS**, the Building Inspection Fund requires an adjustment due to material and services projected to be over by June 30, 2016. Adjustments are listed on Attachment A and no other adjustments are needed; and

**WHEREAS**, the Capital Project - General fund requires an adjustment between projects, resources need to be moved from 35<sup>th</sup> and Highway 101 (13018) to SW Abalone and Brant and an adjustment to SE Ferry Slip Road Improvement; adjustments due to new estimates projected for year-end June 30<sup>th</sup>. Adjustments are listed are listed on Attachment A and no other adjustments are needed; and

**THE CITY OF NEWPORT RESOLVES AS FOLLOWS:**

- 1) The City of Newport hereby adopts the FY 2015-16 Resolution 3758 set forth above and listed on Attachment A and appropriates the related expenditures.

This resolution will become effective immediately upon passage.

Adopted by the Newport City Council on June 20, 2016.

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Sandra N. Roumagoux, Mayor

Attest:

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Margaret M. Hawker, City Recorder

CITY OF NEWPORT  
Budget with Supplementals/Transfer Resolutions

Fiscal Year 2015 - 2016

Fund	Appropriation Level	Project No.	Agate Beach Wayside			NURA							Adjusted Budget FY 2015-2016	
			Adopted Budget Resolution #3710	Appropriation Change August 17, 2015	Appropriation Change August 17, 2015	Appropriation Change August 31, 2015	Adopted Budget Resolution 3726	Adopted Budget Resolution 3706	Adopted Budget Resolution 3728	Adopted Budget Resolution 3735	Adopted Budget Resolution 3740	Adopted Budget Resolution 3746		Adopted Budget Resolution 3758
<b>101 - General Fund</b>														
	Beginning Fund Balance					50,000								2,645,226
	Revenues	2,595,226											77,600	11,608,361
	Conflagration reimbursement	11,530,761											127,835	127,835
	Transfer from Room Tax Fund	0												21,822
	Transfer from Street Fund	21,822												5,578
	Transfer from Water Fund	5,578												13,050
	Transfer from Water Debt	13,050											9,400	9,400
	Transfer from Wastewater	0												13,050
		13,050												
	<b>Total Revenues:</b>	<b>14,179,487</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>127,835</b>	<b>87,000</b>	<b>0</b>	<b>14,444,322</b>
<b>101 - General Fund</b>														
	City Administration	1,995,430						20,095					72,100	2,087,625
	Police	3,603,480						12,857				58,511		3,674,848
	Fire	1,892,439						4,510				112,682		2,009,631
	Emergency Coordinator	107,000						0						107,000
	Library	1,225,857						13,232						1,239,089
	Community Development	315,380						3,782						319,162
	Facilities & Parks	800,364						5,921					5,500	811,785
	Facilities & Parks Projects	426,000						0						426,000
	Non-Departmental	421,488						0					25,000	446,488
	Transfer to Airport Fund	310,288												310,288
	Transfer to Capital Projects Fund	5,500				50,000								55,500
	Transfer to Gen Debt Fund	167,442												167,442
	Transfer to Parks & Rec Fund	569,002												569,002
	Transfer to Housing Fund	13,200												13,200
	Transfer to Building Inspection Fund	3,000												3,000
	Transfer to Reserve Fund - Fire	150,000										46,245		196,245
	Transfer to Reserve Fund - Police	30,000												30,000
	Transfer to Prop Capital Projects Fund													0
	Contingency	541,322						(60,397)				(89,603)	9,400	(25,000)
	<b>Total General Fund Appropriations</b>	<b>12,577,192</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>127,835</b>	<b>87,000</b>	<b>0</b>	<b>12,842,027</b>
	Unappropriated Ending Fund Balance	1,602,295												1,602,295
	<b>Total General Fund</b>	<b>14,179,487</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>127,835</b>	<b>87,000</b>	<b>0</b>	<b>14,444,322</b>
<b>GENERAL FUND - 101</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>201 - Parks &amp; Recreation</b>														
	Beginning Fund Balance	347,870												347,870
	Revenues	612,165										1,000	300,000	913,165
	Transfer from General Fund	569,002												569,002
	Transfer from Room Tax Fund	180,500												180,500
	<b>Total Revenues:</b>	<b>1,709,537</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,000</b>	<b>300,000</b>	<b>0</b>	<b>2,010,537</b>
<b>201 - Parks &amp; Recreation</b>														
	Administration	164,626						2,103					20,000	186,729
	60+ Activity Center	168,321						1,431						169,752
	Swimming Pool	392,466						2,430				25,000		419,896
	Recreation Center	545,606						1,489						547,095
	Recreation Programs	176,944												176,944
	Sports Programs	122,266										1,000		123,266
	Transfer to Capital Projects	0											275,000	275,000
	Contingency	139,308						(7,453)						(20,000)
	<b>Total Parks &amp; Recreation Fund</b>	<b>1,709,537</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,000</b>	<b>300,000</b>	<b>0</b>	<b>2,010,537</b>
	Unappropriated Ending Fund Balance													0

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CITY OF NEWPORT  
Budget with Supplementals/Transfer Resolutions

Fiscal Year 2015 - 2016

Fund	Appropriation Level	Project No.	Agate Beach Wayside				NURA					Adjusted Budget FY 2015-2016		
			Adopted Budget Resolution #3710	Appropriation Change August 17, 2015	Appropriation Change August 17, 2015	Appropriation Change August 31, 2015	Adopted Budget Resolution 3726	Adopted Budget Resolution 3706	Adopted Budget Resolution 3728	Adopted Budget Resolution 3735	Adopted Budget Resolution 3740		Adopted Budget Resolution 3746	Adopted Budget Resolution 3758
	<b>Total Parks &amp; Recreation Fund</b>		1,709,537	0	0	0	0	0	0	0	1,000	300,000	0	2,010,537
	<b>PARKS &amp; RECREATION - 201</b>		0	0	0	0	0	0	0	0	0	0	0	0
	<b>211 - Public Parking Fund</b>													
	Beginning Fund Balance		323,733											323,733
	Revenues		32,310											32,310
	<b>Total Revenues:</b>		356,043	0	0	0	0	0	0	0	0	0	0	356,043
	<b>211 - Public Parking Fund</b>													
	Public Parking - Nye Beach		12,722											12,722
	Public Parking - City Center		6,896											6,896
	Public Parking - Bay Front		22,218											22,218
	Transfer to Capital Projects Fund		40,000											40,000
	Contingency		274,207											274,207
	<b>Total Public Parking Fund</b>		356,043	0	0	0	0	0	0	0	0	0	0	356,043
	Unappropriated Ending Fund Balance													0
	<b>Total Public Parking Fund</b>		356,043	0	0	0	0	0	0	0	0	0	0	356,043
	<b>PUBLIC PARKING FUND - 211</b>		0	0	0	0	0	0	0	0	0	0	0	0
	<b>212 - Housing Fund</b>													
	Beginning Fund Balance		157,851											157,851
	Revenues		530											530
	Transfer from General Fund		13,200											13,200
	<b>Total Revenues:</b>		171,581	0	0	0	0	0	0	0	0	0	0	171,581
	<b>212 - Housing Fund</b>													
	Housing		135,849											135,849
	Contingency		35,732											35,732
	<b>Total Housing Fund</b>		171,581	0	0	0	0	0	0	0	0	0	0	171,581
	Unappropriated Ending Fund Balance													0
	<b>Total Housing Fund</b>		171,581	0	0	0	0	0	0	0	0	0	0	171,581
	<b>HOUSING FUND - 212</b>		0	0	0	0	0	0	0	0	0	0	0	0
	<b>220 - Airport Fund</b>													
	Beginning Fund Balance		353,254											353,254
	Revenues		343,965											343,965
	Transfer from General Fund		310,288											310,288
	Transfer from Room Tax Fund		25,000											25,000
	<b>Total Revenues:</b>		1,032,507	0	0	0	0	0	0	0	0	0	0	1,032,507
	<b>220 - Airport Fund</b>													
	Airport Operations		693,941					2,843			70,246			767,030
	Transfer General Debt Fund		6,746											6,746
	Transfer to Capital Proj - Airport		154,293											154,293
	Contingency		71,691					(2,843)			(68,848)			51
	<b>Total Airport Fund</b>		926,671	0	0	0	0	0	0	0	1,398	0	0	928,069
	Unappropriated Ending Fund Balance		105,836								(1,398)			104,438

CITY OF NEWPORT  
Budget with Supplementals/Transfer Resolutions

Fiscal Year 2015 - 2016

Fund	Appropriation Level	Project No.	Agate Beach Wayside				NURA						Adjusted Budget FY 2015-2016		
			Adopted Budget Resolution #3710	Appropriation Change August 17, 2015	Appropriation Change August 17, 2015	Appropriation Change August 31, 2015	Adopted Budget Resolution 3726	Adopted Budget Resolution 3706	Adopted Budget Resolution 3728	Adopted Budget Resolution 3735	Adopted Budget Resolution 3740	Adopted Budget Resolution 3746		Adopted Budget Resolution 3758	
	<b>Total Airport Fund</b>		1,032,507	0	0	0	0	0	0	0	0	0	0	0	1,032,507
<b>AIRPORT FUND - 220</b>			0	0	0	0	0	0	0	0	0	0	0	0	0
<b>230 - Room Tax Fund</b>															
	Beginning Fund Balance		778,488				72,000								850,488
	Revenues		1,321,300							36,855					1,358,155
	<b>Total Revenues:</b>		2,099,788	0	0	0	72,000	0	0	36,855	0	0	0	0	2,208,643
<b>230 - Room Tax Fund</b>															
	Room Tax		1,145,246							36,855					982,101
	Transfer to General Fund		21,822												21,822
	Transfer to Parks & Rec Fund		180,500												180,500
	Transfer to Airport Fund		25,000												25,000
	Transfer to Debt Service General		14,491												14,491
	Transfer to Debt Service Wastewater		127,325												127,325
	Transfer to Capital Proj Fund		375,513			60,000	272,000								707,513
	Contingency		126,381			(60,000)									66,381
	<b>Total Room Tax Fund</b>		2,016,278	0	0	0	72,000	0	0	36,855	0	0	0	0	2,125,133
	Unappropriated Ending Fund Balance		83,510												83,510
	<b>Total Room Tax Fund</b>		2,099,788	0	0	0	72,000	0	0	36,855	0	0	0	0	2,208,643
<b>ROOM TAX FUND - 230</b>			0	0	0	0	0	0	0	0	0	0	0	0	0
<b>240 - Building Inspection Fund</b>															
	Beginning Fund Balance		469,943												469,943
	Revenues		167,010							25,000					192,010
	Transfer from General Fund		3,000												3,000
	<b>Total Revenues:</b>		639,953	0	0	0	0	0	0	25,000	0	0	0	0	664,953
<b>240 - Building Inspections</b>															
	Building Inspections		258,868							3,029	25,000				306,897
	Contingency		25,887							(3,029)			20,000		2,858
	<b>Total Building Inspections Fund</b>		284,755	0	0	0	0	0	0	25,000	0	0	0	0	309,755
	Unappropriated Ending Fund Balance		355,198												355,198
	<b>Total Building Inspections Fund</b>		639,953	0	0	0	0	0	0	25,000	0	0	0	0	664,953
<b>BUILDING INSPECTION - 240</b>			0	0	0	0	0	0	0	0	0	0	0	0	0
<b>251 - Street Fund</b>															
	Beginning Fund Balance		588,769												588,769
	Revenues		982,687												982,687
	Transfer from Water Fund		35,000												35,000
	Transfer from Wastewater Fund		35,000												35,000
	<b>Total Revenues:</b>		1,641,456	0	0	0	0	0	0	0	0	0	0	0	1,641,456
<b>251 - Street Fund</b>															
	Street Maintenance		655,041						878			3,367			659,286
	Storm Drain Maintenance		426,956						878			3,367			431,201
	Transfer General Debt Fund		62,190												62,190
	Transfer General Fund		5,578												5,578
	Transfer Capital Projects		10,000												10,000

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CITY OF NEWPORT  
Budget with Supplementals/Transfer Resolutions

Fiscal Year 2015 - 2016

Fund	Appropriation Level	Project No.	Agate Beach Wayside			NURA								Adjusted Budget FY 2015-2016		
			Adopted Budget Resolution #3710	Appropriation Change August 17, 2015	Appropriation Change August 17, 2015	Appropriation Change August 31, 2015	Adopted Budget Resolution 3726	Adopted Budget Resolution 3706	Adopted Budget Resolution 3728	Adopted Budget Resolution 3735	Adopted Budget Resolution 3740	Adopted Budget Resolution 3746	Adopted Budget Resolution 3758			
	Contingency		109,156					(1,756)					(6,734)			100,666
	<b>Total Street Fund</b>		1,268,921	0	0	0	0	0	0	0	0	0	0	0	0	1,268,921
	Unappropriated Ending Fund Balance		372,535													372,535
	<b>Total Street Fund</b>		1,641,456	0	0	0	0	0	0	0	0	0	0	0	0	1,641,456
<b>STREET FUND</b>			0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>252 - Line Undergrounding</b>																
	Beginning Fund Balance		732,615													732,615
	Revenues		172,800													172,800
	<b>Total Revenues:</b>		905,415	0	0	0	0	0	0	0	0	0	0	0	0	905,415
<b>252 - Line Undergrounding</b>																
	Line Undergrounding		400													400
	Transfer General Debt Fund		59,435													59,435
	Transfer Capital Projects		200,000													200,000
	Contingency		645,580													645,580
	<b>Total Line Undergrounding Fund</b>		905,415	0	0	0	0	0	0	0	0	0	0	0	0	905,415
	Unappropriated Ending Fund Balance															0
	<b>Total Line Undergrounding Fund</b>		905,415	0	0	0	0	0	0	0	0	0	0	0	0	905,415
<b>LINE UNDERGROUNDING FUND</b>			0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>253 - SDC Fund</b>																
	Beginning Fund Balance		1,112,230													1,112,230
	Revenues		249,070													249,070
	<b>Total Revenues:</b>		1,361,300	0	0	0	0	0	0	0	0	0	0	0	0	1,361,300
<b>253 - SDC Fund</b>																
	SDC - Streets		50,000													50,000
	SDC - Administration		25,000													25,000
	Transfer to Proprietary Debt Fund		10,000													10,000
	Transfer to Capital Projects Fund		187,500			60,000							187,643			435,143
	Contingency		1,088,800			(60,000)							(187,643)			841,157
	<b>Total SDC Fund</b>		1,361,300	0	0	0	0	0	0	0	0	0	0	0	0	1,361,300
	Unappropriated Ending Fund Balance															0
	<b>Total SDC Fund</b>		1,361,300	0	0	0	0	0	0	0	0	0	0	0	0	1,361,300
<b>SDC FUND - 253</b>			0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>254 - Agate Beach Closure</b>																
	Beginning Fund Balance		1,404,584													1,404,584
	Revenues		18,000													18,000
	<b>Total Revenues:</b>		1,422,584	0	0	0	0	0	0	0	0	0	0	0	0	1,422,584
<b>254 - Agate Beach Closure</b>																
	Agate Beach Closure Fund		60,327													60,327
	Contingency		1,362,257													1,362,257
	<b>Total Agate Beach Closure Fund</b>		1,422,584	0	0	0	0	0	0	0	0	0	0	0	0	1,422,584
	Unappropriated Ending Fund Balance															0

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CITY OF NEWPORT  
Budget with Supplementals/Transfer Resolutions

Fiscal Year 2015 - 2016

Fund	Appropriation Level	Project No.	Agate Beach Wayside				NURA					Adjusted Budget FY 2015-2016				
			Adopted Budget Resolution #3710	Appropriation Change August 17, 2015	Appropriation Change August 17, 2015	Appropriation Change August 31, 2015	Adopted Budget Resolution 3726	Adopted Budget Resolution 3706	Adopted Budget Resolution 3728	Adopted Budget Resolution 3735	Adopted Budget Resolution 3740		Adopted Budget Resolution 3746	Adopted Budget Resolution 3758		
	<b>Total SDC Fund</b>		1,422,584	0	0	0	0	0	0	0	0	0	0	0	0	1,422,584
<b>AGATE BEACH CLOSURE - 254</b>			0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>270 - Newport URA</b>																
	Beginning Fund Balance		774,253													774,253
	Revenues		430,857													430,857
	<b>Total Revenues:</b>		1,205,110	0	0	0	0	0	0	0	0	0	0	0	0	1,205,110
<b>270 - Newport URA</b>																
	Newport Urban Renewal Operations		200,423													200,423
	Transfer to Capital Projects - General Contingency		300,000													300,000
			704,687													704,687
	<b>Total Agate Beach Closure Fund</b>		1,205,110	0	0	0	0	0	0	0	0	0	0	0	0	1,205,110
	Unappropriated Ending Fund Balance															0
	<b>Total SDC Fund</b>		1,205,110	0	0	0	0	0	0	0	0	0	0	0	0	1,205,110
<b>NEWPORT URBAN RENEWAL AGENCY</b>			0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>301 - Debt Service - Water</b>																
	Beginning Fund Balance		118,219													118,219
	Revenues		839,114										9,400			848,514
	Transfer from Water Fund		124,676													124,676
	Transfer from Water Fund		330,988													330,988
	<b>Total Revenues:</b>		1,412,997	0	0	0	0	0	0	0	0	0	9,400	0	0	1,422,397
<b>301 - Debt Service - Water</b>																
	WTP GO Bond		904,825													904,825
	Water General Debt		124,676													124,676
	Water Revenue Bond		330,988													330,988
	Transfer to General Fund		0										9,400			9,400
	<b>Total Bonded Debt Fund</b>		1,360,489	0	0	0	0	0	0	0	0	0	9,400	0	0	1,369,889
	Unappropriated Ending Fund Balance		52,508													52,508
	<b>Total Bonded Debt Fund</b>		1,412,997	0	0	0	0	0	0	0	0	0	9,400	0	0	1,422,397
<b>BONDED DEBT FUND - 301</b>			0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>302 - Debt Service Wastewater</b>																
	Beginning Fund Balance		1,145,329													1,145,329
	Revenues		880,807													880,807
	Transfer from Wastewater		431,113													431,113
	Transfer from SDC Fund		10,000													10,000
	Transfer from Room Tax Fund		127,325													127,325
	Transfer from Wastewater		200,000													200,000
	<b>Total Revenues:</b>		2,794,574	0	0	0	0	0	0	0	0	0	0	0	0	2,794,574
<b>302 - Debt Service Wastewater</b>																
	Wastewater GO Bond		935,925													935,925
	Wastewater General Debt		568,438													568,438
	<b>Total Proprietary Debt Fund</b>		1,504,363	0	0	0	0	0	0	0	0	0	0	0	0	1,504,363
	Loan Reserve - Proprietary Debt		568,438													568,438
	Unappropriated Ending Fund Balance		721,773													721,773

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CITY OF NEWPORT  
Budget with Supplementals/Transfer Resolutions

Fiscal Year 2015 - 2016

Fund	Appropriation Level	Project No.	Agate Beach Wayside			NURA					Adjusted Budget FY 2015-2016			
			Adopted Budget Resolution #3710	Appropriation Change August 17, 2015	Appropriation Change August 17, 2015	Appropriation Change August 31, 2015	Adopted Budget Resolution 3726	Adopted Budget Resolution 3706	Adopted Budget Resolution 3728	Adopted Budget Resolution 3735		Adopted Budget Resolution 3740	Adopted Budget Resolution 3746	Adopted Budget Resolution 3758
<b>Total Proprietary Debt Fund</b>			2,794,574	0	0	0	0	0	0	0	0	0	0	2,794,574
<b>PROPRIETARY DEBT FUND - 302</b>			0	0	0	0	0	0	0	0	0	0	0	0
<b>303 - General Debt - General</b>														
	Beginning Fund Balance		58,186											58,186
	Revenues		475,784											475,784
	Transfer from Street Fund		62,190											62,190
	Transfer from Water Fund		4,553											4,553
	Transfer from Wastewater Fund		31,337											31,337
	Transfer from General Fund		167,442											167,442
	Transfer from Airport Fund		6,746											6,746
	Transfer from Line Underground		59,435											59,435
	Transfer from Room Tax Fund		14,491											14,491
<b>Total Revenues:</b>			880,164	0	0	0	0	0	0	0	0	0	0	880,164
<b>303 - General Debt - General</b>														
	Swimming Pool GO Bond		488,419											488,419
	General Debt Service		343,638											343,638
<b>Total General Debt Fund</b>			832,057	0	0	0	0	0	0	0	0	0	0	832,057
	Unappropriated Ending Fund Balance		48,107											48,107
<b>Total General Debt Fund</b>			880,164	0	0	0	0	0	0	0	0	0	0	880,164
<b>GENERAL DEBT - 303</b>			0	0	0	0	0	0	0	0	0	0	0	0
<b>304 - Debt Service - Newport URA</b>														
	Beginning Fund Balance		2,442,359											2,442,359
	Revenues		2,364,195											2,364,195
	Transfer from Water Fund													0
<b>Total Revenues:</b>			4,806,554	0	0	0	0	0	0	0	0	0	0	4,806,554
<b>304 - Debt Service - Newport URA</b>														
	Debt Service		1,517,732											1,517,732
<b>Total Revenue Bond Debt Fund</b>			1,517,732	0	0	0	0	0	0	0	0	0	0	1,517,732
	Loan Reserve - Revenue Bond		785,463											785,463
	Unappropriated Ending Fund Balance		2,503,359											2,503,359
<b>Total Revenue Bond Debt Fund</b>			4,806,554	0	0	0	0	0	0	0	0	0	0	4,806,554
<b>REVENUE BOND DEBT - 304</b>			0	0	0	0	0	0	0	0	0	0	0	0
<b>402 - Capital Projects - General Projects</b>														
	Beginning Fund Balance		14,347,532										(2,784,713)	11,562,819
	Adjust BFB		0										0	0
	Reserve - Premium on Pool Bond		381,973											381,973
	Revenues		5,864,829											5,864,829
	FEMA Revenues - Airport		0									1,270,101		1,270,101
	FEMA Revenues - Safe Haven		0									293,834	332,085	625,919
	Transfer from Parks and Recreation		0									275,000		275,000
	Transfer from Room Tax		95,795					272,000						367,795
	Transfer from Street Fund		10,000											10,000
	Transfer from Line Undergrounding		200,000											200,000

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CITY OF NEWPORT  
Budget with Supplementals/Transfer Resolutions

Fiscal Year 2015 - 2016

Fund	Appropriation Level	Project No.	Agate Beach											Adjusted Budget FY 2015-2016		
			Wayside			NURA										
			Adopted Budget Resolution #3710	Appropriation Change August 17, 2015	Appropriation Change August 17, 2015	Appropriation Change August 31, 2015	Adopted Budget Resolution 3726	Adopted Budget Resolution 3706	Adopted Budget Resolution 3728	Adopted Budget Resolution 3735	Adopted Budget Resolution 3740	Adopted Budget Resolution 3746	Adopted Budget Resolution 3758			
	Transfer from Public Parking Fund		40,000												40,000	
	Transfer from URA		300,000												300,000	
	Transfer from SDC Fund		87,500			60,000							187,643		335,143	
	Transfer from Room Tax		150,000			60,000									210,000	
	Transfer from SDC Fund		100,000												100,000	
	Transfer from Wastewater Fund		140,000												140,000	
	Transfer from Airport Fund		154,293												154,293	
	Transfer from General Fund		5,500					50,000							55,500	
	Transfer from Room Tax		129,718												129,718	
	<b>Total Revenues:</b>		22,007,140	0	0	120,000		322,000	0	0	0	0	(1,220,778)	810,728	0	22,039,090
<b>402 - Capital Projects - General Projects</b>																
	Capital Projects - General															
	City Center Park Improve	10006	90,000													90,000
	So Beach Tsunami Improve (Phase II)	11014	492,294										0	357,085		849,379
	Hwy 1-1 Pedestrian Crossing Improve	11024	185,050										(185,050)			0
	Bay Bld,SE Moore Dr, SE Fogarty & SE 4th	12015	2,949,100										(32,530)			2,916,570
	Wayfinding Sign Project - Phase 3	12018	6,000										0			6,000
	NW 6th Str Storm Sewer	13002	380,000			(180,000)		(200,000)					0			0
	Agate Beach Rec & Wayside Improve	13010	100,624			300,000							0			400,624
	Strategic Grant Consulting Services	13011	23,605										(492)			23,113
	Storm Sewer System Master Plan	13012	20,000													20,000
	SE 35th & Hwy 101 Signalization Improve	13018	67,547										0	1,064,424	(601,426)	530,545
	Sam Moore Crk Water Quaility & Improve	13020	129,550													129,550
	SW Abalone Brant Street Improve	14002	2,174,000										24,171	(404,724)	329,326	2,122,773
	SE Ferry Slip Rd Street Improve	14003	1,438,000										15,459	(497,057)	272,100	1,228,502
	Fire Station Seismic Rehabilitation	14005	1,491,223													1,491,223
	2015-2016 Sidewalk & Bike Improve	14007	15,000													15,000
	2015-2016 Street Overlay & Improve	15003	264,232										82,138			346,370
	Parks System Master Plan	15011	37,500													37,500
	LID Code Update Study	15012	15,000													15,000
	Nye Beach Turnaround Pavement Rehab	15013	25,000													25,000
	Harbor Way- Nye Str to Abbey Street	15014	81,675													81,675
	Agate Beach State Park to Hwy 101	15015	29,120													29,120
	NE 6th Str Right of Way Acquisition	15016	50,000													50,000
	Ferry Slip Rd Utility Line Underground	15017	500,000													500,000
	NE 7th & Harney Sliplining	15018	100,000													100,000
	Sharrows-BayBlvd fr Natherlin to John Moore	15019	10,000													10,000
	Preparation of Newport Urban Renewal Plan	15037											30,000	16,000		46,000
	Nye Creek Storm Sewer Repair	15036	0					200,000								200,000
	Capital Projects - Swimming Pool															
	Aquatic Center	13019	7,940,000					322,000					(128,706)	522,871		8,656,165
	Aquatic Center Parking Improvements	14004	285,884										(38,013)	(247,871)		0
	Capital Projects - Airport AIP															
	RW16-34 Rehabilitation	12092	990,933										(990,933)			0
	RW16-34 Rehabilitation AIP 22	12092	997,256										0			997,256
	FBO Building Repairs	14021	310,000										0			310,000
	Airport Master Plan	15001	385,000										0			385,000
	Capital Projects - VAC/PAC															
	Runyan Floors	15020	18,746													18,746
	Entry Stairway & Hall	15021	8,422													8,422
	2nd Floor Room Configuration	15022	5,924													5,924
	Wooden Art Doors	15023	2,500													2,500
	Lobby Expansion	15024	282,267													282,267
	Women's Restrooms	15025	47,230													47,230
	Transfer to SDC Fund - Streets															0
	Transfer to Proprietary Capital Fund															0
	Contingency		58,458										3,178			61,636

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CITY OF NEWPORT  
Budget with Supplementals/Transfer Resolutions

Fiscal Year 2015 - 2016

Fund	Appropriation Level	Project No.	Agate Beach Wayside			NURA			Adjusted Budget FY 2015-2016					
			Adopted Budget Resolution #3710	Appropriation Change August 17, 2015	Appropriation Change August 17, 2015	Appropriation Change August 31, 2015	Adopted Budget Resolution 3726	Adopted Budget Resolution 3706		Adopted Budget Resolution 3728	Adopted Budget Resolution 3735	Adopted Budget Resolution 3740	Adopted Budget Resolution 3746	Adopted Budget Resolution 3758
	<b>Total Capital Projects - General</b>		22,007,140	0	0	120,000	322,000	0	0	0	(1,220,778)	810,728	0	22,039,090
	Restricted - Swim Pool													0
	Unappropriated Ending Fund Balance													0
	<b>Total Capital Projects - General</b>		22,007,140	0	0	120,000	322,000	0	0	0	(1,220,778)	810,728	0	22,039,090
<b>CAPITAL PROJECTS GENERAL</b>			0	0	0	0	0	0	0	0	0	0	0	0
<b>403 - Capital Projects - Proprietary</b>														
	Beginning Fund Balance		842,934								(614,557)			228,377
	Restricted Water Revenue Bond Revenues		3,123,083								(224,920)			2,898,163
	Clean Water SRF Loan		6,337,547									609,959		6,337,547
	Transfer from Water Fund		0											609,959
	Transfer from Wastewater Fund		1,177,075											1,177,075
			297,586											297,586
	<b>Total Revenues:</b>		11,778,225	0	0	0	0	0	0	0	(229,518)	0	0	11,548,707
<b>403 - Capital Projects - Proprietary</b>														
	Prop Capital Projects - Water													
	NE 71st St Water Tank & Pump Station	11018	2,037,139								(221,670)			1,815,469
	Big Creek Dams Preliminary Design	11025	451,300											451,300
	Yaquina Hts Tank Interior recoat & Handrails	12010	100,000											100,000
	Fixed base Metering System	12029	1,150,000											1,150,000
	Strategic Grant Consulting Service	13011	25,192								(3,250)			21,942
	Seal Rock Water District Intertie Project	13013	75,000											75,000
	Water Rights Revisions	13014	5,533											5,533
	Pave Parking Lot at WTP	14012	60,000											60,000
	WTF Hallway Expansion	14013	25,000											25,000
	Old WTP Demolition/New Storage Garage	14014	200,000											200,000
	Water Distribution System Flushing Plan	14015	40,000											40,000
	Candletree Pump Station Replacement	14016	450,000											450,000
	Emergency Generator	14018	330,000											330,000
	SCADA System Upgrade Proj-WTP	15026	73,000											73,000
	NE3rd/Yaquina Heights Dr Water Line Install	15029	250,000			(120,000)								130,000
	Utility Rate Study	15030	20,000											20,000
	Hwy 101 & Golf Course Drive	15035	0			120,000								120,000
	Other Eligible Revenue Bond Projects		11,644											11,644
	Prop Capital Projects - Wastewater													
	Agate Beach WW Improvement project	11002	0									2,641,451		2,641,451
	Nye Beach Screen & Grinder Pump	11020	200,000								0			200,000
	Big Creek Wastewater Lift Station Force Replacemen	12025	2,346,128	553,872							0			2,900,000
	Wastewater System Master Plan	13008	111,651								(1,348)			110,303
	2016 Sanitary Sewer Televising Program	13009	132,044											132,044
	Strategic Grant Consulting Service	13011	25,192								(3,250)			21,942
	Smoke Testing Program	13015	45,079								0			45,079
	SCADA System Upgrade Proj-WWTP	15027	82,000											82,000
	SCADA System Upgrade Proj-WW Collection	15028	42,000											42,000
	Utility Rate Study	15030	20,000											20,000
	Gravity Sanitary Sewer Upgrade-NW 48th to Big Cree	15031	1,401,323									(1,401,323)		0
	Schooner Creek WW Lift Station Foremain Replace	15032	1,794,000	(553,872)							0	(1,240,128)		0
	NE 7th & Douglas & Hurbert between 3rd & 6th	15033	275,000											275,000
	Contingency													0
	<b>Total Capital Projects - Proprietary Fund</b>		11,778,225	0	0	0	0	0	0	0	(229,518)	0	0	11,548,57
	Unappropriated Ending Fund Balance													u
	<b>Total Capital Projects - Proprietary Fund</b>		11,778,225	0	0	0	0	0	0	0	(229,518)	0	0	11,548,707

CITY OF NEWPORT  
Budget with Supplementals/Transfer Resolutions

Fiscal Year 2015 - 2016

Fund	Appropriation Level	Project No.	Agate Beach Wayside				NURA					Adjusted Budget FY 2015-2016	
			Adopted Budget Resolution #3710	Appropriation Change August 17, 2015	Appropriation Change August 17, 2015	Appropriation Change August 31, 2015	Adopted Budget Resolution 3726	Adopted Budget Resolution 3706	Adopted Budget Resolution 3728	Adopted Budget Resolution 3735	Adopted Budget Resolution 3740		Adopted Budget Resolution 3746
<b>CAPITAL PROJECTS PROPRIETARY FUND</b>													0
<b>404 - Reserve Fund</b>													
	Beginning Fund Balance		501,938										501,938
	Revenues		2,050										2,050
	Transfer from General Fund		180,000								46,245		226,245
	<b>Total Revenues:</b>		683,988	0	0	0	0	0	0	0	46,245	0	730,233
<b>404 - Reserve Fund</b>													
	Capital Outlay - Police		40,000									15,000	55,000
	Capital Outlay - Fire		425,000										425,000
	<b>Total Reserve Fund</b>		465,000	0	0	0	0	0	0	0	0	15,000	480,000
	Reserve for Future - Police		55,256									(15,000)	40,256
	Reserve for Future - Fire		153,628								46,245		199,873
	Reserve for Future - Library		10,104										10,104
	Unappropriated Ending Fund Balance												0
	<b>Total Reserve Fund</b>		683,988	0	0	0	0	0	0	0	46,245	0	730,233
<b>RESERVE FUND - 404</b>													0
<b>601 - Water Fund</b>													
	Beginning Fund Balance		1,174,476										1,174,476
	Revenues		3,942,200										3,942,200
	<b>Total Revenues:</b>		5,116,676	0	0	0	0	0	0	0	0	0	5,116,676
<b>601 - Water Fund</b>													0
	Water Plant		1,067,465						1,809		7,016		1,076,290
	Water Distribution		938,418						1,736		6,735		946,889
	Water Non Departmental		930,412										930,412
	Transfer from General Fund		13,050										13,050
	Transfer to Gen Debt Fund		4,553										4,553
	Transfer to Street Fund		35,000										35,000
	Transfer to Water Debt		455,664										455,664
	Transfer to Revenue Bond												0
	Transfer Proprietary Capital Projects		1,177,075										1,177,075
	Contingency		259,917						(3,545)		(13,751)		242,621
	<b>Total Water Fund</b>		4,881,554	0	0	0	0	0	0	0	0	0	4,881,554
	Unappropriated Ending Fund Balance		235,122										235,122
	<b>Total Water Fund</b>		5,116,676	0	0	0	0	0	0	0	0	0	5,116,676
<b>WATER FUND - 601</b>													0
<b>602 - Wastewater Fund</b>													
	Beginning Fund Balance		892,737										892,737
	Revenues		3,872,680										3,872,680
	<b>Total Revenues:</b>		4,765,417	0	0	0	0	0	0	0	0	0	4,765,417
<b>602 - Wastewater Fund</b>													
	Wastewater Plant		1,536,391						1,809		7,135		1,545,335
	Wastewater Collection		601,914								4,715		606,629
	Wastewater Non Departmental		995,704										995,704

CITY OF NEWPORT  
Budget with Supplementals/Transfer Resolutions

Fiscal Year 2015 - 2016

Fund	Appropriation Level	Project No.	Agate Beach Wayside			NURA							Adjusted Budget FY 2015-2016		
			Adopted Budget Resolution #3710	Appropriation Change August 17, 2015	Appropriation Change August 17, 2015	Appropriation Change August 31, 2015	Adopted Budget Resolution 3726	Adopted Budget Resolution 3706	Adopted Budget Resolution 3728	Adopted Budget Resolution 3735	Adopted Budget Resolution 3740	Adopted Budget Resolution 3746		Adopted Budget Resolution 3758	
	Transfer to General Fund		13,050												13,050
	Transfer to Gen Debt Fund		31,337												31,337
	Transfer to Street Fund		35,000												35,000
	Transfer to Water Debt		631,113												631,113
	Transfer to Capital Projects - General		140,000												140,000
	Transfer Proprietary Capital Projects		297,586												297,586
	Contingency		279,425						(1,809)				(11,850)		265,766
	<b>Total Wastewater Fund</b>		4,561,520	0	0	0	0	0	0	0	0	0	0	0	4,561,520
	Unappropriated Ending Fund Balance		203,897												203,897
	<b>Total Wastewater Fund</b>		4,765,417	0	0	0	0	0	0	0	0	0	0	0	4,765,417
	<b>WASTEWATER FUND - 602</b>		0	0	0	0	0	0	0	0	0	0	0	0	0
<b>701 - Public Works Fund</b>															
	Beginning Fund Balance		189,102												189,102
	Revenues		1,029,475												1,029,475
	<b>Total Revenues:</b>		1,218,577	0	0	0	0	0	0	0	0	0	0	0	1,218,577
<b>701 - Public Works Fund</b>															
	Public Works Administration		290,723						3,432						294,155
	Engineering		533,554						4,018				4,905		542,477
	Fleet Maintenance		88,282						881						89,163
	Contingency		86,606						(8,331)				(4,905)		73,370
	<b>Total Public Works Fund</b>		999,165	0	0	0	0	0	0	0	0	0	0	0	999,165
	Unappropriated Ending Fund Balance		219,412												219,412
	<b>Total Public Works Fund</b>		1,218,577	0	0	0	0	0	0	0	0	0	0	0	1,218,577
	<b>PUBLIC WORKS FUND - 701</b>		0	0	0	0	0	0	0	0	0	0	0	0	0
<b>BALANCING AMOUNTS</b>															
	TOTAL REVENUES		82,189,073	0	0	120,000	444,000	0	0	61,855	(1,275,216)	1,207,128	0		82,746,840
	TOTAL APPROPRIATIONS:		74,112,632	0	0	120,000	444,000	0	0	61,855	(1,320,063)	1,222,128	0		74,640,552
	TOTAL NON-APPROPRIATED:		8,076,441	0	0	0	0	0	0	0	44,847	(15,000)	0		8,106,288
	TOTAL USES OF FUNDS		82,189,073	0	0	120,000	444,000	0	0	61,855	(1,275,216)	1,207,128	0		82,746,840

# CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: June 20, 2016

## Agenda Item:

### **Public Hearing and Possible Adoption of Resolution No. 3759, a Resolution Adopting a Fee Schedule for the City of Newport for the 2016-17 Fiscal Year.**

#### Background:

During this past fiscal year, the city's first comprehensive fee schedule was developed and approved by the City Council. The long range goal of the fee schedule is to include all fees in one comprehensive document. This document will continue to evolve and expand as time goes forward. The fee schedule reflects the adjustment to utility rates in accordance with the budget.

The budget recommendations for utility rates are based on the report from the infrastructure work group established by the City Council in 2013-14. The recommendation accepted by the City Council was to shift from a "pay as you go" way of rebuilding infrastructure to bonding for those improvements. As a result, the City Council has been able to significantly reduce the increases that would otherwise be necessary in order to pay for various infrastructure improvements of the utility systems in the City of Newport. In accordance with that plan, the water rates are increased by 5%, sewer rates by 4% and the infrastructure fee is increased by 5%, storm water fee is increased by 5% in the next year's budget which is reflected in the rate schedule. These funds are critical for the long-term efforts to rebuild the city's aging (and failing) utility systems. All utility fees have been increased based on the percentages outlined above. Please note, that city staff is currently conducting a comprehensive review of our various utility policies in preparation for a rate study, which will be conducted later this year. This will be a good opportunity to address some inequities in our policies, and rebalance our rate structure so that the burden of supporting our utilities is fairly shared among the various users.

Other changes in the fee schedule include the addition of fees for mechanical and electrical inspections, which the city is taking over from the county. Furthermore, all the fees have been restructured for building inspection services to be consistent with the format that is required for e-permitting, which we have implemented along with other communities in the State of Oregon. Planning fees have been adjusted based on cost of living, with the exception of the system development charges, which remain frozen until our review of these charges can be completed later this year.

The recreational fees reflect the ultimate combination of the pool and recreation facility, with the pool only fees being eliminated once the new facility is in operation, except for existing single rate payers. A \$25 recreational marijuana facilities endorsement has been added in anticipation of the OLCC issuing the first recreational marijuana licenses later this year.

It is my hope that we will focus more time on the fee schedule in future years so that we can use the fee schedule to help project revenues for the budget. We have made significant steps in developing the comprehensive fee schedule, but we have a little way to go before it truly fulfills its full potential as a budgeting tool for the City of Newport.

**Recommended Action:**

I recommend the Mayor conduct a public hearing on Resolution No. 3759, a Resolution adopting a fee schedule for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

I further recommend the City Council consider the following motion:

**I move adoption of Resolution No. 3759, a resolution that adopts a comprehensive fee schedule of fees and charges for the fiscal year beginning July 1, 2016, and ending June 30, 2017, and repeals Resolution No. 3715, effective July 1, 2016.**

**Fiscal Effects:**

The schedule establishes the fees collected for various services provided by the City of Newport.

**Alternatives:**

None recommended.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. Nebel", written in a cursive style.

Spencer R. Nebel



Agenda Item # \_\_\_\_\_

Meeting Date June 20, 2016

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

Agenda Title: Public Hearing and Possible adoption of City Comprehensive Fee Schedule for 2016-17 Fiscal Year - Resolution 3759

Prepared By: MM

**Issue before the Council:**

During the 2015-16 Budget process the City created and City Council adopted a Comprehensive Fee schedule which was updated as part of the 2016-17 Budget Process. The many different fees and charges are in one place for quick reference and because they are in one place citizens and other City staff will be able to easily determine the costs for each fee and charge. In the future, when City budgets are prepared the total revenues will also be easily determined using said schedule.

**Staff Recommendation:**

City staff recommends the approval of Resolution 3715 which sets up the Comprehensive fee schedule for the upcoming fiscal year.

**Proposed Motion:**

I move to adopt Resolution number 3759, a Comprehensive Schedule of Fees and Charges for the 2016-17 Fiscal Year which establishes the fees and charges for the City Services. Resolution 3715 which adopted the 2015-16 City Fee Schedule is specifically repealed and all such fees and charges inconsistent with the fees and charges set forth in said Schedule are superseded and repealed. This resolution will become effective July 1, 2015

**Attachment List:**

- 1) Comprehensive Fee Schedule

**CITY OF NEWPORT  
RESOLUTION NO. 3759**

**A RESOLUTION ADOPTING A COMPREHENSIVE SCHEDULE OF FEES AND  
CHARGES FOR THE 2016-17 FISCAL YEAR**

**Whereas**, the City of Newport enacted Resolution number 3715 for the 2015-16 Fiscal Year which established the City fees and charges for different departments and activities; and

**Whereas**, the City desires to provide all of its miscellaneous fees and charges in a comprehensive schedule so citizens can easily determine the costs of miscellaneous fees and charges with one resolution for convenience of its citizenry and to better administer such fees and charges by city departments; and

**Whereas**, other fees and charges not considered as miscellaneous fees and charges are identified and incorporated into the Comprehensive Schedule of Fees and Charges in Section 9 of such Schedule for informational purposes.

**THE CITY OF NEWPORT RESOLVES AS FOLLOWS:**

SECTION 1. The Comprehensive Schedule of Fees and Charges, which is attached hereto and incorporated herein by this reference, is hereby approved and establishes the fees and charges for City services.

SECTION 2. Resolution number 3715 is repealed in its entirety.

SECTION 3. This resolution will become effective on July 1, 2016.

Approved by the Newport City Council on June 20, 2016

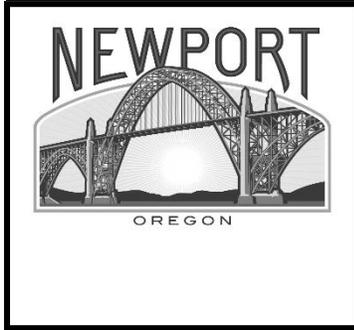
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Sandra N. Roumagoux, Mayor

**ATTEST:**

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Margaret M. Hawker, City Recorder



**CITY OF NEWPORT**  
**Newport, Oregon**

**COMPREHENSIVE SCHEDULE OF  
FEES AND CHARGES**

**EFFECTIVE  
July 1, 2016 through June 30, 2017**

# CITY OF NEWPORT

Newport, Oregon

## COMPREHENSIVE SCHEDULE OF FEES AND CHARGES

### ALPHABETICALLY BY DEPARTMENT

<b><u>SECTION 1 – Administrative Services</u></b>	<b><u>Page</u></b>
Archives Public Records Requests.....	Sec. 1-1
Business License Fees.....	Sec. 1-2
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Medical & Recreational Marijuana Fees.....	Sec. 1-3
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## **COMPREHENSIVE SCHEDULE OF FEES AND CHARGES**

### **ALPHABETICALLY BY DEPARTMENT**

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## COMPREHENSIVE SCHEDULE OF FEES AND CHARGES

### ALPHABETICALLY BY DEPARTMENT

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**COMPREHENSIVE SCHEDULE OF FEES AND CHARGES**  
**ALPHABETICALLY BY DEPARTMENT**

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**SECTION 10 – Rates and Charges Set by Separate Resolutions**

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**Rates and Charges Set by Separate Ordinances**

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Bay Front Area Economic Improvement District ..... **Sec. 10-2**

Administrative Fees and Charges						
	Services Description	2015-2016 Fee	2016-2017 Fee	Changed	2016-2017 Anticipated Revenue	GL Account
<b>Archived Public Records Requests Fee Schedule - section 1-1</b>						
	Copies .....per page	\$0.25	\$0.25	\$0.00		101-1900-48001 46409
	Oversized documents (larger than 11" x 17") - per page	\$5.00	\$5.00	\$0.00		101-1900-48001
	Color Copies and Prints ....per page	\$2.00	\$2.00	\$0.00		101-1900-48001
	Research .....					
	Full cost of City Attorney review, if necessary		Varies	\$0.00		101-1900-48001
	File Review Staffing .....		Varies	\$0.00		101-1900-48001
	Salary plus benefits, converted to hourly rate, per hour					
	Audio Tape .....	\$10.00	\$10.00	\$0.00		101-1900-48001
	If tape is provided by requestor	\$5.00	\$5.00	\$0.00		101-1900-48001
	Maps .....	Actual printing costs	Actual printing costs			
	Lists and Labels .....	Research costs plus copying charges and materials	Research costs plus copying charges and materials			
	Photos .....	Vendor cost, plus staff time	Vendor cost, plus staff time			
	CD's & Floppy Disks .....	\$5.00	\$5.00	\$0.00		101-1900-48001
	\$5.00 per CD or floppy disk, plus staff time, with \$5.00 minimum, plus postage if mailed.					
	Postage .....	Actual costs	Actual costs			101-1900-48001
	Shipping .....	Actual costs	Actual costs			101-1900-48001
	Certified Copy .....	\$5.00 plus actual copying costs	plus actual copying costs			101-1900-48001
	Other Copies/Department Publications .....	Actual copying/printing costs, plus research costs	Actual copying/printing costs, plus research costs			101-1900-48001
	Police Reports .....	\$15.00	\$15.00	\$0.00		

Administrative Fees and Charges						
	Services Description	2015-2016 Fee	2016-2017 Fee	Changed	2016-2017 Anticipated Revenue	GL Account
<b>Business License Fees - section 1-2</b>						
	Business Application Fee (for-profit) .....\$25.00 per business & multiple locations*	\$25.00	\$25.00			101-1900-46405
	Business Application Fee (not-for-profit) .....\$25.00 **	\$25.00	\$25.00			101-1900-46405
	Annual Renewal Fee ..... \$95.00 per business & multiple locations*	\$95.00	\$95.00			101-1900-46405
	* 1) A person who does business from more than one physical location, and under a different business name or as a different business entity at the separate location, shall obtain a separate business					
	2) License for each such location, name and entity.					
	3) An owner or real property for rent or offers for rent more than one dwelling unit of real property need only obtain one business license.					
	** 4) Not-for-Profit Entities shall not be charged a business license annual fee. Such entities must still obtain a business license, pay the business license application fee, and annually renew the license at no cost.					
	<b>Dishonored Checks Fee (non-sufficient funds) - section 1.2</b>	\$25.00	\$25.00	\$0.00		101-1900-48001
<b>Liquor Licenses - section 1-2</b>						
	New Applications	\$100.00	\$100.00	\$0.00		101-1900-46406
	Change of Ownership	\$75.00	\$75.00	\$0.00		101-1900-46406
	Change of Location	\$75.00	\$75.00	\$0.00		101-1900-46406
	Change of Privilege	\$75.00	\$75.00	\$0.00		101-1900-46406
	Renewal	\$35.00	\$35.00	\$0.00		101-1900-46406
	Temporary License	\$25.00	\$25.00	\$0.00		101-1900-46406
	Off Premises Fee	\$35.00	\$35.00	\$0.00		101-1900-46406
<b>Library - section 1-2</b>						
	<b>Library:</b> Large public meeting room fee at \$20.00 per hour to for-profit and no charge to clubs, non-profits, community groups, etc.	\$20.00	\$20.00	\$0.00		101-1900-48001

Administrative Fees and Charges						
	Services Description	2015-2016 Fee	2016-2017 Fee	Changed	2016-2017 Anticipated Revenue	GL Account
<b>Medical &amp; Recreational Marijuana Fees - section 1-3</b>						
	Medical Marijuana Facilities Endorsement					
	Application/Surcharge Fee .....	\$25.00	\$25.00	\$0.00		101-1900-46405
	Background Checks of Each Employee .....	\$25.00	\$25.00	\$0.00		101-1900-46405
	Recreational Marijuana Facilities Endorsement					
	Application/Surcharge Fee .....	\$0.00	\$25.00	-\$25.00		101-1900-46405
	Background Checks of Each Employee .....	\$0.00	\$25.00	-\$25.00		101-1900-46405
<b>Special Event Fees/Waivers - section 1-3</b>		Based on fiscal impact	Based on fiscal impact			
<b>Taxicab Fees (section 1-3):</b>						
	Taxicab Endorsement Application Fee added to					
	Business License .....	\$100.00	\$100.00	\$0.00		101-1900-46405
	Taxicab Endorsement Annual Renewal Fee .....	\$100.00	\$100.00	\$0.00		101-1900-46405
	Taxicab Driver Fingerprinting Fee .....	\$75.00	\$75.00	\$0.00		101-1900-46405
	Taxicab Driver Permit Application Fee .....	\$25.00	\$25.00	\$0.00		101-1900-46405
	The endorsement holder shall pay an additional business license tax of \$50.00 per fiscal year per taxicab.					
	The endorsement holder shall pay a deposit with the application equal to the additional business license tax of \$50.00.					
<b>Utility Billing Miscellaneous Fees and Charges - section 8</b>						
<b>Vending Endorsement - section 1-3</b>						
	Endorsement application surcharge added					
	to business license if applied for .....	\$10.00	\$10.00	\$0.00		101-1900-46405
	An additional fee of \$50.00 per calendar month of operation shall be charged for each fixed stand in business vending areas for each mobile stand.					
	An additional fee of \$50.00 per calendar month, not to exceed a total of \$250.00 per calendar year shall be charged to holders of endorsements to operate stands adjacent to the business, as permitted by NMC Section 4.10.025(A)(2.).					

<b>Community Development Fees and Charges</b>						
	Services Description	2015-2016 Fee	2016-2017 Fee	Changed	2016-2017 Anticipated Revenue	GL Account
<b>Land Use Fees by Permit Type - section 2-1</b>						
	Annexation	\$718.00	722.00	4.00		101-1900-46003
	Annexation – Each additional parcel in separate ownership	\$45.00	45.00	0.00		101-1900-46003
	Appeal – First Hearing	\$250.00	251.00	1.00		101-1900-46003
	Appeal – Second Hearing *	\$299.00	300.00	1.00		101-1900-46003
	Comprehensive Plan Amendment:					
	A. Text	\$1,208.00	1,214.00	6.00		101-1900-46003
	B. Map	\$1,208.00	1,214.00	6.00		101-1900-46003
	Conditional Use Permit:					
	A. Planning Commission	\$768.00	772.00	4.00		101-1900-46003
	B. Staff	\$615.00	618.00	3.00		101-1900-46003
	Estuarine Use Permit	\$591.00	594.00	3.00		101-1900-46003
	Design Review – Nye Beach	\$618.00	621.00	3.00		101-1900-46003
	Encroachment – Right-of-Way	\$478.00	480.00	2.00		101-1900-46003
	Exception to Statewide Goal	\$378.00	380.00	2.00		101-1900-46003
	Geologic Permit	\$206.00	207.00	1.00		101-1900-46003
	Interpretation	\$424.00	426.00	2.00		101-1900-46003
	Land Use Compatibility Signoff	\$55.00	55.00	0.00		101-1900-46003
	Minor Plat	\$320.00	322.00	2.00		101-1900-46003
	Nonconforming Use Permit	\$768.00	772.00	4.00		101-1900-46003
	Partition	\$320.00	322.00	2.00		101-1900-46003
	Planned Destination Resort:					
	A. Conceptual Master Plan	\$1,340.00	1,347.00	7.00		101-1900-46003
	B. Per acre charge	\$48.00	48.00	0.00		101-1900-46003
	C. Preliminary Development Plan	\$1,162.00	1,168.00	6.00		101-1900-46003
	D. Charge per each lot	\$48.00	48.00	0.00		101-1900-46003
	E. Final Development Plan	\$1,056.00	1,061.00	5.00		101-1900-46003
	Planned Unit Development:					
	A. Tentative Plan	\$1,162.00	1,168.00	6.00		101-1900-46003
	B. Charge Per each unit	\$48.00	48.00	0.00		101-1900-46003
	C. Final Plan	\$1,056.00	1,061.00	5.00		101-1900-46003
	D. Charge per unit	\$48.00	48.00	0.00		101-1900-46003
	Property Line Adjustment	\$307.00	309.00	2.00		101-1900-46003
	Shoreland Impact Permit	\$509.00	512.00	3.00		101-1900-46003
	Signs:					
	A. One temporary/portable sign**	\$30.00	30.00	0.00		101-1900-46003
	B. Each additional portable sign	\$10.00	10.00	0.00		101-1900-46003
	C. Other signs (new, replacement, or reconstruction)	\$122.00	122.00	0.00		101-1900-46003
	Sign demolition	\$10.00	10.00	0.00		101-1900-46003
	Surcharge for mural sign in excess of wall sign limits***	\$101.00	102.00	1.00		101-1900-46003
	Subdivisions:					
	A. Tentative Plan	\$970.00	975.00	5.00		101-1900-46003
	B. Charge Per each unit	\$48.00	48.00	0.00		101-1900-46003
	C. Final Plan	\$423.00	425.00	2.00		101-1900-46003
	D. Charge per unit	\$48.00	48.00	0.00		101-1900-46003
	Temporary Structures Permit	\$41.00	41.00	0.00		101-1900-46003
	Traffic Impact Analysis (with no other land use)	\$615.00	618.00	3.00		101-1900-46003
	Trip Assessment or Vesting Letter	\$54.00	54.00	0.00		101-1900-46003
	Trip Reserve Fund	\$768.00	772.00	4.00		101-1900-46003
	Urban Growth Boundary Amendment	\$1,451.00	1,458.00	7.00		101-1900-46003
	Vacations (Streets and Plats)****	\$776.00	780.00	4.00		101-1900-46003

<b>Community Development Fees and Charges</b>						
	<b>Services Description</b>	<b>2015-2016 Fee</b>	<b>2016-2017 Fee</b>	<b>Changed</b>	<b>2016-2017 Anticipated Revenue</b>	<b>GL Account</b>
	Vacation Rentals & B&B Endorsements		129.00	129.00		101-1900-46003
	A. Includes initial inspection	\$128.00	128.00	0.00		101-1900-46003
	B. Follow-up inspection fee for each subsequent inspection	\$76.00	76.00	0.00		101-1900-46003
	Variances/Adjustments:					
	A. Planning Commission	\$591.00	594.00	3.00		101-1900-46003
	B. Staff	\$509.00	512.00	3.00		101-1900-46003
	Zoning Ordinance Amendments:					
	A. Text	\$1,208.00	1,214.00	6.00		101-1900-46003
	B. Map	\$1,208.00	1,214.00	6.00		101-1900-46003
	Other staff level permits requiring public notice	\$483.00	485.00	2.00		101-1900-46003
	*Plus cost of producing a verbatim transcript of the initial evidentiary hearing (\$500					
	**Plus \$25 per month that the temporary signs remain within the right-of-way, not to					
	***Nonprofit organizations are exempt from this surcharge fee.					
	****Plus appraisal cost and damages.					
	Consistent with NMC Chapter 14.60, the fees established herein, shall be reviewed and					
	The applicant requiring notification under ORS 227.186 shall pay, in addition to the land use application fee, the cost of preparing and mailing the notification. The estimated cost shall be paid within five (5) business days after notification of such cost determination or the application shall be subject to dismissal.					101-1900-46003
	The appeals of land use actions, the appellant shall pay the actual cost of preparing a verbatim written transcript up to \$500. If there is more than one appellant, each such appellant shall pay an appeal fee and the cost of preparing a written transcript. All of the appellants shall be jointly and severally liable for the cost and charges of such transcripts, and any or all appeals pending in any matters may be dismissed by the Newport City Council in the event of failure to make payment of the transcript fees. The estimated cost of the appeals transcript shall be paid within five (5) business days after notification of such determination, or the appeal shall be subject to dismissal.					101-1900-46003
	In addition to the filing fee for withdrawal of annexations, the owner of each parcel of property to be so withdrawn shall, as a condition of such withdrawal action and prior thereto, pay or make arrangements satisfactory to the city for the payment of any bonded indebtedness or any other charges attributable to such property which may become a debt, obligation, or liability of the City of Newport by reason of such withdrawal.					101-1900-46003
	All previously adopted resolutions or enactments establishing fees for land use actions are repealed to the extent that their provisions conflict with the fees set by this comprehensive fees and charges resolution.					101-1900-46003
				<b>Total</b>	<b>15,000</b>	

Community Development Fees and Charges						
	Services Description	2015-2016 Fee	2016-2017 Fee	Changed	2016-2017 Anticipated Revenue	GL Account
<b>Building Permit and Plan Review Fees - section 2-2</b>						
	Construction Valuation:					
	A. \$1.00 to \$500.00	\$13.00	13.00	0.00		240-4410-46402
	B. \$501.00 to \$2,000.00	\$13.00 for the first \$500.00 plus \$1.95 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$13.00 for the first \$500.00 plus \$1.95 for each additional \$100.00 or fraction thereof, to and including \$2,000.00			240-4410-46420
	C. \$2,001.00 to \$25,000.00	\$42.25 for the first \$2,000.00 plus \$7.80 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00	\$42.25 for the first \$2,000.00 plus \$7.80 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00			240-4410-46420
	D. \$2,001.00 to \$25,000.00	\$42.25 for the first \$2,000.00 plus \$7.80 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00	\$42.25 for the first \$2,000.00 plus \$7.80 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00			240-4410-46420
	E. \$25,001 to \$50,000.00	\$221.65 for the first \$25,000 plus \$5.85 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$221.65 for the first \$25,000 plus \$5.85 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00			240-4410-46420
	F. \$50,001 to \$100,000.00	\$367.90 for first \$50,000.00 plus \$3.90 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	\$367.90 for first \$50,000.00 plus \$3.90 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00			240-4410-46420
	G. \$100,000.00 and up	\$562.90 for the first \$100,000.00 plus \$3.25 for each additional \$1,000.00 or fraction thereof	\$562.90 for the first \$100,000.00 plus \$3.25 for each additional \$1,000.00 or fraction thereof			240-4410-46420
	H. Commercial Fire Suppression Systems					
	I. Plan Review: \$200.00 + \$50 per floor above three levels	\$0.00	Varies			240-4410-46421
	II. Permit Fee: <b>By valuation as listed in Section 2-2</b>	\$0.00	Varies			240-4410-46420
	I. Installation of Solar Units					
	I. Solar Structural (prescriptive)	\$0.00	150.00			240-4410-46420
	II. Solar Structural (non-prescriptive): <b>By valuation as listed in Section 2-2</b>	\$0.00	Varies			240-4410-46420
	J. Plan Review Fees shall be 65 percent of the permit fee for structural review, when required, and shall be 40 percent of the permit fee for fire & life safety review, when required.					240-4410-46421

<b>Community Development Fees and Charges</b>						
	Services Description	2015-2016 Fee	2016-2017 Fee	Changed	2016-2017 Anticipated Revenue	GL Account
	K. Additional Plan Review (per hour)	0	65.00	65.00		240-4410-46421
	L. Phased application fee	0	250.00	250.00		240-4410-46420
	M. Plan review for phased applications shall be 10% of the construction value for each phase of development	Varies	Varies			240-4410-46421
	N. Reinspection fee (per hour)					
	O. Minimum fee	0	65.00	65.00		240-4410-46420
	Fee for appeal of Building Official decision set by formula set forth in NMC 11.05.160.					240-4410-46420
<b>Electrical Permit Fees - section 2-3</b>						
A. Residential per Unit Service included:						
	I. 1,000 sq. ft. or less	\$140.00	140.00	0.00		240-4410-46430
	II. Each additional 50 sq. ft. or portion thereof	\$30.00	30.00	0.00		240-4410-46430
	III. Limited Energy	\$30.00	30.00	0.00		240-4410-46430
	IV. Each Manufactured Home or Modular Dwelling Service	\$75.00	75.00	0.00		240-4410-46430
B. Services or Feeders-Installations, Alterations, or Relocations						
	I. 200 amps or less	\$75.00	75.00	0.00		240-4410-46430
	II. 201 amps to 400 amps	\$95.00	95.00	0.00		240-4410-46430
	III. 401 amps to 600 amps	\$150.00	150.00	0.00		240-4410-46430
	IV. 601 amps to 1,000 amps	\$200.00	200.00	0.00		240-4410-46430
	V. Over 1,000 amps or volts	\$440.00	440.00	0.00		240-4410-46430
	VI. Reconnect only	\$60.00	60.00	0.00		240-4410-46430
C. Temporary Services or Feeders-Installations, Alterations, or Relocation						
	I. 200 amps or less	\$60.00	60.00	0.00		240-4410-46430
	II. 201 amps to 400 amps	\$70.00	70.00	0.00		240-4410-46430
	III. 401 amps to 600 amps	\$125.00	125.00	0.00		240-4410-46430
	IV. 601 amps to 1,000 amps	\$190.00	190.00	0.00		240-4410-46430
	V. Over 1,000 amps or volts	\$400.00	400.00	0.00		240-4410-46430
D. Renewable Electrical Energy Systems						
	I. 5kva or less	\$0.00	79.00	79.00		240-4410-46430
	II. 5.01kva through 15kva	\$0.00	94.00	94.00		240-4410-46430
	III. 15.01kva through 25kva	\$0.00	156.00	156.00		240-4410-46430
	IV. Wind generation 25.01kva through 50kva	\$0.00	204.00	204.00		240-4410-46430
	V. Wind generation 50.10kva to 100kva	\$0.00	469.00	469.00		240-4410-46430
	VI. Wind generation over 100kva (fee based on size of service (Section 2-2(B)))	\$0.00	0.00	0.00		240-4410-46430
	VII. Solar generation in excess of 25kva	\$0.00	0.00	0.00		240-4410-46430
	a. Each additional KVA over 25kva	\$0.00	0.00	0.00		240-4410-46430
	b. The permit charge will not increase beyond the calculation for 100 kva	\$0.00	6.25	6.25		240-4410-46430
	c. Permits issued under this subsection include three inspections. Additional inspections will be billed at an hourly rate					
E. Branch Circuits-New, Alterations, or Extension per Panel						
	I. Each Branch Circuit with purchase of service or feeder fee	\$5.00	5.00	0.00		240-4410-46430
	II. Branch Circuits without purchase of service or feeder fee:					
	a. First Branch Circuit	\$60.00	60.00	0.00		240-4410-46430
	b. Each Additional Branch Circuit	\$7.00	7.00	0.00		240-4410-46430

<b>Community Development Fees and Charges</b>						
	<b>Services Description</b>	<b>2015-2016 Fee</b>	<b>2016-2017 Fee</b>	<b>Changed</b>	<b>2016-2017 Anticipated Revenue</b>	<b>GL Account</b>
	F. Miscellaneous (service or feeder not included)					
	I. Each pump or irrigation cycle	\$50.00	50.00	0.00		240-4410-46430
	II. Each sign or outline lighting	\$50.00	50.00	0.00		240-4410-46430
	III. Signal Circuit(s) or a limited energy panel, alteration, or extension	\$50.00	50.00	0.00		240-4410-46430
	G. Each additional inspection over the allowable in any of the foregoing for those not covered under residential inspection caps, per inspection	\$85.00*	\$85.00*			240-4410-46430
	H. Minimum fee	\$0.00	50.00			240-4410-46430
	* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.					
				<b>Total</b>	<b>28,900</b>	240-4410-46430
				<b>Total</b>	<b>1,020</b>	240-4410-46421
	<b>Plumbing Inspections and Services Fees - section 2-4</b>					
	A. One & Two Family fixtures when purchased as a unit (includes: One kitchen and up to 100 feet each of water, sewer, and storm service lines (which includes rain, footing, and trench drains, leach lines, and drywells). A half bath is equivalent to a single bathroom.					
	I. One & Two Family – 1 Bath	\$91.20	91.20	0.00		240-4410-46440
	II. One & Two Family – 2 Bath	\$160.00	160.00	0.00		240-4410-46440
	III. One & Two Family – 3 Bath	\$192.60	192.60	0.00		240-4410-46440
	IV. One & Two Family – Each additional bathroom or kitchen	\$0.00	47.60	47.60		240-4410-46440
	V. One & Two Family – Solar (when connected with potable water)	\$47.60	47.60	0.00		240-4410-46440
	VI. One & Two Family building, sewer, storm, or rain drain in accordance with Subsection B.(2.) below	\$0.00	0.00	0.00		240-4410-46440
	B. Commercial/Industrial/Single-Family:					
	I. Fixtures or items					
	a. Absorption valve	\$0.00	\$16.50	16.50		240-4410-46440
	b. Backflow preventer/valve	\$0.00	\$16.50	16.50		240-4410-46440
	c. Clothes washer	\$0.00	\$16.50	16.50		240-4410-46440
	d. Dishwasher	\$0.00	\$16.50	16.50		240-4410-46440
	e. Drinking fountain	\$0.00	\$16.50	16.50		240-4410-46440
	f. Ejectors/sump pump	\$0.00	\$16.50	16.50		240-4410-46440
	g. Expansion tank	\$0.00	\$16.50	16.50		240-4410-46440
	h. Fixture/sewer cap	\$0.00	\$16.50	16.50		240-4410-46440
	i. Floor drain/floor sink/hub drain	\$0.00	\$16.50	16.50		240-4410-46440
	j. Garbage disposal	\$0.00	\$16.50	16.50		240-4410-46440
	k. Hose bib	\$0.00	\$16.50	16.50		240-4410-46440
	l. Ice maker	\$0.00	\$16.50	16.50		240-4410-46440
	m. Primer	\$0.00	\$16.50	16.50		240-4410-46440
	n. Roof drain	\$0.00	\$16.50	16.50		240-4410-46440
	o. Sink/basin/lavatory	\$0.00	\$16.50	16.50		240-4410-46440
	p. Stormwater retention/detention tank/facility	\$0.00	\$16.50	16.50		240-4410-46440
	q. Tub/shower/shower pan	\$0.00	\$16.50	16.50		240-4410-46440
	r. Urinal	\$0.00	\$16.50	16.50		240-4410-46440
	s. Water closet	\$0.00	\$16.50	16.50		240-4410-46440
	t. Water heater (conventional)	\$0.00	\$16.50	16.50		240-4410-46440
	u. Water heater (alternate potable water heating system)	\$0.00	\$47.60	47.60		240-4410-46440
	v. Other fixture	\$0.00	\$16.50	16.50		240-4410-46440
	II. Site Utilities					
	a. Water Service – first 100 feet or fraction thereof	\$47.60	47.60	0.00		240-4410-46440
	b. Water Service – each additional 100 feet or fraction thereof	\$26.25	26.25	0.00		240-4410-46440
	c. Building Sewer – first 100 feet or fraction thereof	\$47.60	47.60	0.00		240-4410-46440

Community Development Fees and Charges						
	Services Description	2015-2016 Fee	2016-2017 Fee	Changed	2016-2017 Anticipated Revenue	GL Account
	d. Building Sewer – each additional 100 feet or fraction thereof	\$26.25	26.25	0.00		240-4410-46440
	e. Storm Sewer or Rain Drain– first 100 feet or fraction thereof	\$47.60	47.60	0.00		240-4410-46440
	f. Storm Sewer or Rain Drain - each additional 100 feet or fraction thereof	\$26.25	26.25	0.00		240-4410-46440
	g. Catch basin or area drain	\$0.00	16.50	16.50		240-4410-46440
	h. Drywell	\$0.00	16.50	16.50		240-4410-46440
	i. Manholes	\$0.00	16.50	16.50		240-4410-46440
	III. Medical Gas (valuation)					
	a. \$1-\$500, rate for each \$100 or fraction thereof		\$13.00	13.00		240-4410-46440
	b. \$501-\$2,000, rate for each \$100 or fraction thereof up to \$2,000		\$13.00 for the first \$500.00 plus \$1.95 for each additional \$100.00 or fraction thereof, to and including \$2,000.00			240-4410-46440
	c. \$2,001-\$25,000, rate for each \$1000 or fraction thereof up to \$25,000		\$42.25 for the first \$2,000.00 plus \$7.80 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00			240-4410-46440
	d. \$25,001-\$50,000, rate for each \$1000 or fraction thereof up to \$50,000		\$221.65 for the first \$25,000 plus \$5.85 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00			240-4410-46440
	e. \$50,000-\$100,000, rate for ea \$1000 or fraction thereof up to \$100,000		\$367.90 for first \$50,000.00 plus \$3.90 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00			240-4410-46440
	f. \$100,001+, rate for each \$1,000 or fraction thereof		\$562.90 for the first \$100,000.00 plus \$3.25 for each additional \$1,000.00 or fraction thereof			240-4410-46440
	C. Manufactured Homes:					
	I. M/H Park Sewer Connection & Water Distribution System - per space	\$47.60	47.60	0.00		240-4410-46440
	II. M/H Service Connection – Sewer, Water, and Storm - not within a MH Park (see Section B (2))	\$0.00	0.00	0.00		240-4410-46440
	D. Miscellaneous (when applicable)					
	I. Minimum Permit Fee	\$40.00	40.00	0.00		240-4410-46440
	II. Prefabricated Structures/Site inspections – includes site development and connection of the prefabricated structure	\$47.60	47.60	0.00		240-4410-46440
	III. Plan Review	25% of permit fee charged (not to include surcharge)	25% of permit fee charged (not to include surcharge)			240-4410-46440
	IV. Additional Plan Review (per hour)	\$0.00	40.00	40.00		
	V. Special Inspections (per hour)	\$40.00	40.00	0.00		
	VI. Re-inspection fee (per hour)	\$0.00	40.00	40.00		
	VII. Fixture Fee	\$16.50	16.50	0.00		
				Total	8,500	240-4410-46440

Community Development Fees and Charges						
	Services Description	2015-2016 Fee	2016-2017 Fee	Changed	2016-2017 Anticipated Revenue	GL Account
				Total	300	240-4410-46441
<b>Mechanical Inspections and Services Fees - section 2-5</b>						
	A. One & Two Family					
	I. Appliances					
	a. Air conditioner		\$20.00	20.00		240-4410-46450
	b. Air handling unit					
	1. Up to 10,000 cfm		\$5.85	5.85		240-4410-46450
	2. 10,001 cfm and over		\$9.75	9.75		240-4410-46450
	c. Appliance or piece of equipment regulated by code but not classified in other appliance categories		\$9.50	9.50		240-4410-46450
	d. Attic/crawl space fans		\$7.40	7.40		240-4410-46450
	e. Boiler/compressor/absorption system					
	1. Up to 3 HP or 100,000 BTU		\$7.80	7.80		240-4410-46450
	2. Up to 15 HP or 500,000 BTU		\$14.30	14.30		240-4410-46450
	3. Up to 30 HP or 1,000,000 BTU		\$19.50	19.50		240-4410-46450
	4. Up to 50 HP or 1,750,000 BTU		\$29.25	29.25		240-4410-46450
	5. Over 50 HP or 1,750,000 BTU		\$48.75	48.75		240-4410-46450
	f. Barbeque		\$11.00	11.00		240-4410-46450
	g. Chimney/liner/flue/vent		\$5.85	5.85		240-4410-46450
	h. Clothes dryer exhaust		\$5.85	5.85		240-4410-46450
	i. Decorative gas furnace		\$5.85	5.85		240-4410-46450
	j. Evaporative cooler other than portable		\$5.85	5.85		240-4410-46450
	k. Floor furnace, including vent		\$7.80	7.80		240-4410-46450
	l. Flue vent for water heater or gas fireplace		\$11.00	11.00		240-4410-46450
	m. Furnace					
	1. Up to 100,000 BTU		\$7.80	7.80		240-4410-46450
	2. Greater than 100,000 BTU		\$9.75	9.75		240-4410-46450
	3. burner including duct work/vent/liner		\$19.00	19.00		240-4410-46450
	n. Gas or wood fireplace/insert		\$11.00	11.00		240-4410-46450
	o. Gas fuel piping outlets (\$2.60 first 4 outlets, \$0.65 for each additional)		Varies	Varies		240-4410-46450
	p. Heat pump		\$7.80	7.80		240-4410-46450
	q. Hood served by mechanical exhaust, including ducts for hood		\$5.85	5.85		240-4410-46450
	r. Hydronic hot water system		\$11.00	11.00		240-4410-46450
	s. Installation or relocation domestic-type incinerator		\$9.75	9.75		240-4410-46450
	t. Mini split system		\$25.00	25.00		240-4410-46450
	u. Oil tank/gas/diesel generators		\$22.00	22.00		240-4410-46450
	v. Pool or spa heater, kiln		\$5.85	5.85		240-4410-46450
	w. Radon mitigation		\$22.00	22.00		240-4410-46450
	x. Range hood/other kitchen equipment		\$11.00	11.00		240-4410-46450
	y. Repair, alteration, or addition to mechanical appliance including installation of controls		\$7.80	7.80		240-4410-46450
	z. Suspended heater, recessed wall heater, or floor mounted unit heater		\$22.00	22.00		240-4410-46450
	ab. Ventilation fan connected to single duct		\$3.90	3.90		240-4410-46450
	ac. Ventilation system not a portion of heating or air-conditioning system authorized by permit		\$11.00	11.00		240-4410-46450
	ad. Water heater		\$11.00	11.00		240-4410-46450
	ae. Wood/pellet stove		\$5.85	5.85		240-4410-46450
	af. Other heating/cooling		\$5.85	5.85		240-4410-46450
	ag. Other fuel appliance		\$5.85	5.85		240-4410-46450
	ah. Other environment exhaust/ventilation		\$5.85	5.85		240-4410-46450
	ai. Appliance vent installation, relocation, or replacement not included in an appliance permit		\$28.60	28.60		240-4410-46450
	B. Commercial & Multi-Family					
	I. \$1-\$500, rate for each \$100 or fraction thereof		\$13.00	13.00		240-4410-46450

Community Development Fees and Charges						
	Services Description	2015-2016 Fee	2016-2017 Fee	Changed	2016-2017 Anticipated Revenue	GL Account
	II. \$501-\$2,000, rate for each \$100 or fraction thereof up to \$2,000		\$13.00 for the first \$500.00 plus \$1.95 for each additional \$100.00 or fraction thereof, to and including \$2,000.00			240-4410-46450
	III. \$2,001-\$25,000, rate for each \$1000 or fraction thereof up to \$25,000		\$42.25 for the first \$2,000.00 plus \$7.80 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00			240-4410-46450
	IV. \$25,001-\$50,000, rate for each \$1000 or fraction thereof up to \$50,000		\$221.65 for the first \$25,000 plus \$5.85 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00			240-4410-46450
	V. \$50,000-\$100,000, rate for ea \$1000 or fraction thereof up to \$100,000		\$367.90 for first \$50,000.00 plus \$3.90 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00			240-4410-46450
	VI. \$100,001+, rate for each \$1,000 or fraction thereof		\$562.90 for the first \$100,000.00 plus \$3.25 for each additional \$1,000.00 or fraction thereof			240-4410-46450
	C. Re-inspection fee (per hour)		\$55.00	55.00		240-4410-46450
	D. Special Inspection fee (per hour)		\$65.00	65.00		240-4410-46450
	E. Minimum fee		\$75.00	75.00		240-4410-46450
	F. Plan Review		40.00	40.00		240-4410-46450
	G. Mechanical additional plan review per hour		\$75.00	75.00		240-4410-46450
				Total	11,390	240-4410-46450
				Total	402	240-4410-46451
	<b>Surcharge Fee - section 2-6</b>					
	A 12% surcharge shall be imposed on all building, grading, electrical, plumbing, mechanical and manufactured dwelling permits (not to include plan review) the proceeds from which are to be remitted to the Oregon Building Codes Division		Varies			Varies between 46422 and 46452
	<b>Grading permits - Section 2-7</b>					
	50 cubic yards or less:	\$0.00	0.00	0.00		240-4410-46420
	51 cubic yards to 100 cubic yards	\$0.00	65.00	65.00		240-4410-46420
	101 to 1,000 cubic yards: \$65 for the first 100 cubic yards plus \$25.00 for each additional 100 cubic yards or fraction thereof.					
	1,001 to 10,000 cubic yards: \$290 for the first 1,000 cubic yards plus \$30.00 for each additional 1,000 cubic yards or fraction thereof.	\$0.00	Varies			240-4410-46420

<b>Community Development Fees and Charges</b>						
	<b>Services Description</b>	<b>2015-2016 Fee</b>	<b>2016-2017 Fee</b>	<b>Changed</b>	<b>2016-2017 Anticipated Revenue</b>	<b>GL Account</b>
	10,001 to 100,000 cubic yards: \$560 for the first 10,000 cubic yards plus \$50.00 for each additional 10,000 cubic yards or fraction thereof.	\$0.00	Varies			240-4410-46420
	100,001 cubic yards and above: \$1,010 for the first 100,000 cubic yards plus \$35.00 for each additional 10,000 cubic yards or fraction thereof.	\$0.00	Varies			240-4410-46420
	Re-inspection fee: \$65.00	\$0.00	65.00	65.00		240-4410-46420
	Grading Plan Review Fees shall be 65 percent of the permit fee	\$0.00	Varies			240-4410-46421
<b>Manufactured Dwelling Section 2-8</b>						
	Manufactured Dwelling and Cabana Placement Permit Fee (includes plan review): \$160.00	\$0.00	160.00	160.00		240-4410-46460
	Earthquake-Resistant Bracing System Installation Permit Fee: \$110.00	\$0.00	110.00	110.00		240-4410-46460
	Manufactured Dwelling and Cabana installation State of Oregon administrative fee: \$30.00	\$0.00	30.00	30.00		240-4410-46460
	Re-inspection fee (per hour)	\$0.00	65.00	65.00		240-4410-46460
	Special Inspections (per hour)	\$0.00	65.00	65.00		240-4410-46460
				Total	1,600	240-4410-46460
<b>Residential Fire Sprinkler Systems - Section 2-9</b>						
	Buildings up to 2,000 sq. foot	\$0.00	200.00	200.00		240-4410-46460
	Buildings 2,000 to 3,600 sq. foot	\$0.00	250.00	250.00		240-4410-46460
	Buildings 3,601 to 7,200 sq. foot	\$0.00	325.00	325.00		240-4410-46460
	Buildings larger than 7,201 sq. foot	\$0.00	410.00	410.00		240-4410-46460
<b>Miscellaneous Fees and Charges Section 2-10</b>						
	Investigation Fee for work without permits: \$65.00 per hour (min. 1hr).	\$0.00	Varies			240-4410-46420
	Deferred Submittal	\$0.00	100.00	100.00		240-4410-46421
	Demolition Permit	\$0.00	100.00	100.00		240-4410-46420
	Permit retention fee for refunds shall be 20%, 50% or 75% considering actual time spent to review the application	\$0.00	Varies			Varies

<b>Fire Fees and Charges</b>						
	<b>Services Description</b>	<b>2015-2016 Fee</b>	<b>2016-2017 Fee</b>	<b>Changed</b>	<b>2016-2017 Anticipated Revenue</b>	<b>GL Account</b>
	<b>Public Records Fees</b> .....See Section 1 – Page 1					
	<b>Fire Department Standby Fee at Newport Airport</b> .....See Section 5 – Page 4					

Municipal Court Fees and Charges						
	Services Description	2015-2016 Fee	2016-2017 Fee	Changed	2016-2017 Anticipated Revenue	GL Account
<b>Payment plan fees - section 4-1</b>						
	A. \$25.00 collection fee if amount owing is less than \$150.00.					101-1900-46004
	B. Fifteen percent (15%) of any amount owing above \$150, with a collection fee of \$125.00.					101-1900-46004
<b>Collection referral fee - section 4-2</b>						
	Twenty-five percent (25%) of the monetary obligation imposed by the court without the addition of the costs of collection, but shall not exceed \$250.00.					101-1900-46004

Airport Fees and Charges						
	Services Description	2015-2016 Fee	2016-2017 Fee	Changed	2016-2017 Anticipated Revenue	GL Account
<b>Airport Landing Fees - section 5-1</b>						
	1. A landing fee of \$0.50 per thousand pounds gross aircraft weight shall be paid for each landing of any aircraft with a gross weight in excess of 3,500 pounds.					220-4210-48001
	2. Aircraft operated by the federal and state governments are exempt from the landing fees.					
	3. The City may agree with tenants that the rent paid by the tenant shall include a component to cover the landing fees. The monthly rent shall be calculated to include a component for landing fees in an amount reasonably estimated to cover the estimated average landing fees expected to be incurred per month. A tenant that pays rent that includes a landing fee component shall be deemed to have paid the landing fees for all operations of the tenant during the month, regardless of the number of actual landings, and shall not be entitled to any refund based on the number of actual landings.					
<b>Airport Fuel Flow Fees - section 5-1</b>						
	Fuel Flow Fee ...per gallon	0.15	0.15	0		220-4210-45001
	Fuel deliveries to airplanes of less than 5,000 pounds gross weight are exempt from the fuel flow fee.					
<b>Lease Rates for T-Hangars Space - section 5-2</b>						
	1. Basic Rate for Non-Commercial Aircraft T-Hangar Ground Lease @ \$180.00 per month	180	180	0		220-4210-46002
	(Basic Rate of \$180.00 effective in year 2006, and leases commencing on or after January 1, 2007, shall be determined based on the CPI change).					220-4210-46002
	2. A security deposit equal to one month's lease payment shall be paid upon entering into a lease for a T-hanger.					220-4210-46002

Airport Fees and Charges						
	Services Description	2015-2016 Fee	2016-2017 Fee	Changed	2016-2017 Anticipated Revenue	GL Account
	3. The lease terms shall be adjusted from for the initial lease term, and any renewal or extension term(s), and commencing every year thereafter from January 1 to July 1. The Basic Rent shall be increased in the event there shall be any increase using the Bureau of Labor Statistics Consumer Price Index for Urban Consumers (CPI-U). The Base CPI shall be the CPI as determined for the month ending January 31, 2015. Each year, prior to the September 1st adjustment date, the City shall obtain the CPI-U increase determined for the end of the month of January preceding the July 1 adjustment date (the "Adjustment CIP"). In any year in which the Adjustment CPI is less than or equal to the Base CPI, the Basic Rent shall continue at the rate in effect on the date the lease term commenced or the adjusted rate in effect at the commencement of the renewal term. In no event shall the Basic Rent be reduced to an amount less than the original Basic Rent or previously adjusted Basic Rent, whichever is greater. Base Rates shall be adjusted after giving a 30 day notice, approximately August of each year.					220-4210-46002
	4. Each lease shall be for a term of five (5) years, with an option for renewal, subject to reasonable modification of the terms and provisions of such lease at the time of any such renewal.					220-4210-46002
<b>Lease Rates for Hangars Space other than T-Hangers - section 5-2</b>						
	1. Non-Commercial Aircraft Hangar Ground Lease: \$0.22 per square foot per year (base rate), based upon the area designated in the lease or as referenced on the City's "hangar layout plan." The Base Rate shall be annually adjusted on September 1st to reflect the percentage increase, if any, in the CPI-U from the index available for January 31, 2015. Base Rates shall be adjusted after giving a 30 day notice, approximately August of each year.					220-4210-46002
	2. Commercial Aircraft Ground Lease: \$0.015 per square foot per year (Base Rate), upon the area designated in the lease or as referenced on the City's "hangar layout plan." The Base Rate shall be annually adjusted on September 1st to reflect the percentage increase, if any, in the CPI-U from the index available for January 31, 2015. Base Rates shall be adjusted after giving a 30 day notice, approximately August of each year.					220-4210-46002
<b>Off-Street Parking Space - section 5-3</b>						
	1. Unpaved: \$175.00 per year (Base Rate). The Base Rate shall be annually adjusted on July 1 to reflect the percentage increase, if any, in the CPI-U from the index available for January 31, 2015. Base Rates that were not annually adjusted pursuant to Resolution No. 3290 shall be adjusted accordingly.					220-4210-48001
	2. Paved: The City shall determine the amortized cost of the pavement and add that figure to the unpaved amount.					220-4210-48001

Airport Fees and Charges					
Services Description	2015-2016 Fee	2016-2017 Fee	Changed	2016-2017 Anticipated Revenue	GL Account
<b>Limited Aeronautical Activities - section 5-4</b>					
A. Mobile Mechanics: Limited Activities Licenses for Mobile Mechanic services shall pay a license fee determined by either of the following, at the licensee's election:					220-4210-48001
1. \$120.00, which license shall then be valid for a period of 120 days from the date of issuance of the license, in which event the mobile mechanic may perform aircraft mechanical services on one or more aircraft at the Newport Airport.					220-4210-48001
	120	120	0		
2. \$25.00, which license shall then be valid for a period of 14 days from the day of issuance of the license; provided however, that the licensee shall only be permitted to work upon one aircraft (which the licensee shall declare prior to commencement of work). If licensee wishes a license to work upon another aircraft, an additional license fee shall be paid by the licensee in accordance with this section.					220-4210-48001
<b>Limited Aeronautical Licenses other than Mobile Mechanics - section 5-4</b>					
Persons holding a limited aeronautical activity license other than for mobile aircraft mechanic services shall pay a fee of \$150.00 per year, which shall include the fee for one activity authorized under the terms of the license. An additional fee of \$35.00 per year shall be charged for additional commercial activity/activities as set forth in each of the following subsections permitted under the activity license, (e.g., conducting two activities under subsection (b) would be a total additional fee of \$35.00, conducting one activity under subsection (b) and one activity under subsection (c) would be a total additional fee of \$70.00):					
a) Charter					
b) Sightseeing, Advertising and/or Photography					
c) Flight Training and/or Aircraft Rental					
d) Sales					
e) Aircraft Repair (except Mobile Aircraft Mechanic)					
f) Sales of Aircraft Parts and Avionics					
<b>Fire Department Standby Fee - section 5-5</b>					
A fee of \$199.00 for each hour, or any part thereof, during which a City Fire Truck is on standby at the Airport for non-governmental aeronautical operations.					220-4210-48001
A Fire Department Standby Fee for scheduled airlines and municipal, state and federal agencies may be set by resolution or agreement.					220-4210-48001
The City Council may, upon request, waive fees resulting from Fire Department standby at non-profit public events at the Newport Airport.					220-4210-48001
<b>Vegetation - section 5-5</b>					
Any person wishing to obtain to harvest or remove any vegetation upon the Airport premise shall pay a fee of \$200.00 per year. The Airport Manager shall determine the areas within the Airport premise that contain harvestable vegetation or vegetation that may be removed; the license shall be limited to the harvestable/removable vegetation as set forth in the license.					220-4210-48001

Airport Fees and Charges						
	Services Description	2015-2016 Fee	2016-2017 Fee	Changed	2016-2017 Anticipated Revenue	GL Account
<b>Firewood - section 5-5</b>						
	Any persons wishes to obtain firewood from the Airport premises shall pay a fee of \$10.00 per cord. The Airport Manager shall determine the areas within the Airport premises where firewood may be obtained.					220-4210-48001
<b>Long-Term Vehicle Parking - section 5-5</b>						
	Any person wishing to leave a vehicle at the Airport shall pay a fee of \$5.00 per month.					220-4210-48001
<b>Aircraft Tie-Down Fee - section 5-5</b>						
	A daily fee of \$3.00 shall be assessed to aircraft tying-down overnight at the Airport in areas designed by the Airport Manager or designee. This fee shall not exceed \$40.00 per month/					220-4210-45006

**Parks & Recreation Fees and Charges**

Services Description	2015-2016 Fee	2016-2017 Fee (1)	Changed	2016-2017 Anticipated Revenue	GL Account
<b>Pool Only Fees – Newport Residents - Section 6-1</b>					
<b>Drop-in:</b>					201-4190-
Infant (0-2)	2.00	2.00	0.00		46251
Youth (3-17)	3.75	3.75	0.00		46251
Adult (18-61)	5.25	5.25	0.00		46251
Senior (62 & up)	4.00	4.00	0.00		46251
<b>10 Punch:</b>					
Youth	26.50	27.00	0.50		46250
Adult	41.00	41.50	0.50		46250
Senior	32.75	33.25	0.50		46250
<b>1-Month:</b>					
Youth	38.00	38.50	0.50		46250
Adult	76.50	77.50	1.00		46250
Senior	51.00	51.50	0.50		46250
<b>3-Month:</b>					
Youth	63.75	64.50	0.75		46250
Adult	101.75	103.00	1.25		46250
Senior	76.50	77.50	1.00		46250
<b>Annual:</b>					
Youth	170.25	172.75	2.50		46250
Adult	190.75	193.00	2.25		46250
Senior	177.75	179.75	2.00		46250
<b>Rentals:</b>					
1-20 .....	85.50	85.50	0.00		46254
21-40 .....	102.50	102.50	0.00		46254
41-80 .....	119.50	119.50	0.00		46254
61-80 .....	136.50	136.50	0.00		46254
81-100 .....	153.75	153.75	0.00		46254
<b>Swimming lessons</b>	48.00	50.00	2.00		46252
Swim meet fees = \$3.50 per participant per day (a day is defined as any hours up to 10 hours in a 12:00 am to 11:59 pm period that the pool is utilized for a swim meet, including set-up, the swim meet, clean-up, and after swim meet events).					
(1) All Newport Pool Fees shown here are applicable through December 2016 (or until current facility closes). After which time and when the Newport Pool transfers operations to the Recreation Center site, all fees will match Recreation Center fees.					
<b>Pool Only Fees – Non Newport Residents - section 6-2</b>					
<b>Drop-in:</b>					
Infant (0-2)	2.00	2.00	0.00		
Youth (3-17)	4.25	4.25	0.00		
Adult (18-61)	6.25	6.25	0.00		
Senior (62 & up)	5.50	5.50	0.00		
<b>10 Punch:</b>					
Youth	33.00	33.50	0.50		
Adult	50.50	51.00	0.50		
Senior	42.00	42.50	0.50		
<b>1-Month:</b>					
Youth	51.00	51.50	0.50		
Adult	97.20	98.00	0.80		
Senior	63.75	64.50	0.75		
<b>3-Month:</b>					
Youth	76.50	77.50	1.00		
Adult	127.25	128.25	1.00		
Senior	94.25	95.25	1.00		
<b>Annual:</b>					
Youth	190.75	193.00	2.25		
Adult	229.25	232.00	2.75		
Senior	204.00	206.50	2.50		

**Parks & Recreation Fees and Charges**

Services Description	2015-2016 Fee	2016-2017 Fee (1)	Changed	2016-2017 Anticipated Revenue	GL Account
<b>Rentals:</b>					
1-20 .....	107.25	107.25	0.00		46254
21-40 .....	128.75	128.75	0.00		46254
41-80 .....	149.00	149.00	0.00		46254
61-80 .....	171.00	171.00	0.00		46254
81-100 .....	186.25	186.25	0.00		46254
Swim meet fees = \$3.50 per participant per day (a day is defined as any hours up to 10 hours in a 12:00 am to 11:59 pm period that the pool is utilized for a swim meet, including set-up, the swim meet, clean-up, and after swim meet events).					
<b>Newport Recreation Center Fees – Newport Residents - section 6-3</b>					
<b>Drop-in:</b>					
Youth	3.75	0.00	(3.75)		
Adult	5.25	0.00	(5.25)		
Senior	4.75	0.00	(4.75)		
<b>10 Punch:</b>					
Youth	26.50	0.00	(26.50)		
Adult	41.00	0.00	(41.00)		
Senior	32.75	0.00	(32.75)		
<b>1-Month:</b>					
Youth .....	38.25	0.00	(38.25)		
Adult .....	95.50	0.00	(95.50)		
Senior .....	51.00	0.00	(51.00)		
<b>3-Month:</b>					
Youth .....	63.50	0.00	(63.50)		
Adult .....	159.00	0.00	(159.00)		
Senior .....	105.00	0.00	(105.00)		
<b>Annual:</b>					
Youth .....	199.00	0.00	(199.00)		
Adult .....	432.00	0.00	(432.00)		
Senior .....	318.00	0.00	(318.00)		
<b>Annual Pass Discount</b>					
Any 2 at 10%					
Any 3 at 15%					
Any 4 at 30%					
Any additional youth above 2 children (of the same family) at \$50					
<b>3-Month Discount</b>					
Any 2 at 5%					
Any 3 at 10%					
Any 4 at 15%					
Any 5 at 20%					
<b>Newport Recreation Center Fees – Non Newport Residents - section 6-4</b>					
<b>Drop-in:</b>					
Youth	5.25	0.00	(5.25)		
Adult	6.25	0.00	(6.25)		
Senior	5.75	0.00	(5.75)		
<b>10 Punch:</b>					
Youth	33.00	0.00	(33.00)		
Adult	50.50	0.00	(50.50)		
Senior.....	42.00	0.00	(42.00)		

**Parks & Recreation Fees and Charges**

Services Description	2015-2016 Fee	2016-2017 Fee (1)	Changed	2016-2017 Anticipated Revenue	GL Account
<b>1-Month:</b>					
Youth .....	51.00	0.00	(51.00)		
Adult .....	114.50	0.00	(114.50)		
Senior .....	76.50	0.00	(76.50)		
<b>3-Month:</b>					
Youth .....	76.50	0.00	(76.50)		
Adult .....	191.00	0.00	(191.00)		
Senior .....	115.50	0.00	(115.50)		
<b>Annual:</b>					
Youth .....	219.00	0.00	(219.00)		
Adult .....	541.00	0.00	(541.00)		
Senior .....	356.50	0.00	(356.50)		
<b>Annual Pass Discount</b>					
Any 2 at 10%					
Any 3 at 15%					
Any 4 at 30%					
Any additional youth above 2 children (of the same family) = \$50 each					
<b>3-Month Discount</b>					
Any 2 at 5%					
Any 3 at 10%					
Any 4 at 15%					
Any 5 at 20%					
<b>Newport Recreation Center and Aquatic Center Pool Combined Fees – Newport Residents - section 6-5</b>					
<b>Drop-in:</b>					
Youth 3-17 years		3.75	3.75		46202
Adult 18-61 years		5.25	5.25		46202
Senior 62+ years		4.75	4.75		46202
Infant 0-2 years		2.00	2.00		46202
<b>10 Punch:</b>					
Youth 3-17 years		27.00	27.00		46202
Adult 18-61 years		42.00	42.00		46202
Senior 62+ years		34.00	34.00		46202
<b>3-Month:</b>			0.00		
Youth 3-17 years		65.00	65.00		46202
Adult 18-61 years		161.00	161.00		46202
Senior 62+ years		107.00	107.00		46202
<b>Annual:</b>			0.00		
Youth 3-17 years		202.00	202.00		46202
Adult 18-61 years		438.00	438.00		46202
Senior 62+ years		322.00	322.00		46202
<b>Annual Pass Discount</b>					
Any 2 at 10%					
Any 3 at 15%					
Any 4 at 30%					

**Parks & Recreation Fees and Charges**

Services Description	2015-2016 Fee	2016-2017 Fee (1)	Changed	2016-2017 Anticipated Revenue	GL Account
<b>3-Month Discount</b>					
Any 2 at 5%					
Any 3 at 10%					
Any 4 at 15%					
Any 5 at 20%					
Any additional youth above 2 children (of the same family) = \$50 each					
<b>Newport Recreation Center and Aquatic Center Pool Combined Fees – non-Newport Residents - section 6-6</b>					
<b>Drop-in:</b>					
Youth 3-17 years		5.25	5.25		46202
Adult 18-61 years		6.25	6.25		46202
Senior 62+ years		5.75	5.75		46202
Infant 0-2 years		2.00	2.00		46202
<b>10 Punch:</b>					
Youth 3-17 years		34.00	34.00		46202
Adult 18-61 years		51.00	51.00		46202
Senior 62+ years		43.00	43.00		46202
<b>3-Month:</b>					
Youth 3-17 years		78.00	78.00		46202
Adult 18-61 years		194.00	194.00		46202
Senior 62+ years		117.00	117.00		46202
<b>Annual:</b>					
Youth 3-17 years		222.00	222.00		46202
Adult 18-61 years		548.00	548.00		46202
Senior 62+ years		361.00	361.00		46202
<b>Annual Pass Discount</b>					
Any 2 at 10%					
Any 3 at 15%					
Any 4 at 30%					
<b>3-Month Discount</b>					
Any 2 at 5%					
Any 3 at 10%					
Any 4 at 15%					
Any 5 at 20%					
Any additional youth above 2 children (of the same family) = \$50 each					
<b>Newport Recreation Center Rental Schedule - section 6-7</b>					
<b>Facility/Room:</b>		<b>PER HOUR</b>			
Multi-Purpose Room (124A or B) @ 1 hour	29.50	29.50	0.00		46002
Full Multi-Purpose Room (124) .....	59.00	59.00	0.00		46002
Aerobics Room (129A or B) .....	19.00	19.00	0.00		46002
<del>Full Aerobics Room (106) .....</del>	<del>17.50</del>	<del>0.00</del>	<del>(17.50)</del>		<del>46002</del>
Meeting Room (105).....	18.00	18.00	0.00		46002
Classroom (117A or B) @ one-half room	11.75	11.75	0.00		46002
Full Classroom (117).....	18.00	18.00	0.00		46002
Main Gym @ one-half room .....	29.50	29.50	0.00		46002
Full Gym .....	59.00	59.00	0.00		46002
Small Gym .....	29.50	29.50	0.00		46002

**Parks & Recreation Fees and Charges**

Services Description	2015-2016 Fee	2016-2017 Fee (1)	Changed	2016-2017 Anticipated Revenue	GL Account
Full Facility .....	345.00	345.00	0.00		46002
Kitchen .....	6.00	6.00	0.00		46002
<b>User Prep/Setup/Cleanup Time .....</b>	<b>6.00</b>	<b>0.00</b>	<b>(6.00)</b>		46002
Play equipment (newborn thru age 4) .....	5.75	5.75	0.00		46002
Big Creek Park – 4 hours or less .....	23.00	23.00	0.00		46002
Big Creek Park – over 4 hours .....	46.00	46.00	0.00		46002
Equipment Rental (refundable \$10 damage deposit) ..	5.75	5.75	0.00		46002
TV/VCR, portable sound system & overhead projector <b>(\$17.25 Each)</b>	17.25	17.25	0.00		46002
<b>Disco Ball or</b> Coffeemaker .....	11.50	11.50	0.00		46002
BBQ (stainless steel, includes utensils)	23.00	23.00	0.00		46002
<b>Polycom Conference Phone</b>	0.00	15.00	15.00		46002
<b>If a patron rents an average of 20 hours or more per week, there is a 10% discount.</b>					
<b>Program Recovery:</b> Recreation Programs/Classes offerings held within the Recreation Center that are run by contracted instructors will split all proceeds with 30% going to Parks and Recreation and 70% going to the instructor.					
					46210
					46210
Recreation Programs/Classes offerings within the Recreation Center that are run by City staff (excluding youth) will set fees to cover 100% of total direct and indirect costs.					
					46210
Recreation Programs/Classes offerings held at the Recreation Center run by instructors who rent facility space will compensate the Parks and Recreation by the hour, for the space required.					
<b>Newport Senior Center Facility Rental Rates - section 6-8</b>					
<b>1. Senior Programs, Clubs, Organizations:</b>					
No cost to participants;	<b>Multi-Purpose @ \$14.00 per hour</b>	<b>Multi-Purpose @ \$14.50 per hour</b>	0.50		46257
No charge for use;	<u>(No charge for first 40 hours per month)</u>	<u>(No charge for first 40 hours per month)</u>			
In-City community civic groups	<b>Lounge @ \$9.00 per hour</b>	<b>Lounge @ \$9.50 per hour</b>	0.50		46257
open to public and free to participants.	<u>(No charge for first 40 hours per month)</u>	<u>(No charge for first 40 hours per month)</u>			
<b>Examples include:</b> AARP, Pool, Ping-Pong,	<b>Basement @ \$9.00 per hour</b>	<b>Basement @ \$9.50 per hour</b>	0.50		46257
Cards, Bunco, Book Club, French Group,	<u>No Charge for first 40 hours per month.</u>	<u>No Charge for first 40 hours per month.</u>			
Art Classes, Wii, Pinochle, Bridge, TOPS,					
Square Dance, OA					
<b>2. Renters:</b>					
No charge to participate;					
Charge for use;	<b>Multi-Purpose @ \$19.50 per hour</b>	<b>Multi-Purpose @ \$19.50 per hour</b>	0.50		46257
Groups from in and out of City, open to public,	<b>Lounge @ 14.00 per hour</b>	<b>Lounge @ 14.00 per hour</b>	0.50		46257
typically having a 501 c3 status.	<b>Basement @ \$14.00 per hour</b>	<b>Basement @ \$14.00 per hour</b>	0.50		46257
<b>Examples include:</b> AA, County, State, Non-Profit					
Agencies, Churches					
<b>3. Commercial/for Profit:</b>					
Recover full cost;					
Activity is private in nature;	<b>Multi-Purpose @ \$30.00 per hour</b>	<b>Multi-Purpose @ \$30.00 per hour</b>	1.00		46257
Not open to public.	<b>Lounge @ \$19.00 per hour</b>	<b>Lounge @ \$19.00 per hour</b>	0.50		46257
<b>Examples include:</b> Weddings, Family Reunions,	<b>Basement @ \$19.00 per hour</b>	<b>Basement @ \$19.00 per hour</b>	0.50		46257
Political Meetings, Sales Meetings, Fund Raisers					

**Parks & Recreation Fees and Charges**

	Services Description	2015-2016 Fee	2016-2017 Fee (1)	Changed	2016-2017 Anticipated Revenue	GL Account
	Basement rental use includes the Health-Wellness Studio, Education Center/Computer Lab.					
	Newport Senior Center fees beginning January 1, 2013, and every year thereafter, shall be increased by an amount equal to the adjustment for inflation using the Bureau of Labor Statistics Consumer Price index for Urban Consumers (CPI-U) or 3% rounded to the nearest quarter.					
	Visual Arts Center - see section 9					

Police Fees and Charges										
Services Description	2015-2016 Fee			2016-2017 Fee			Changed	2016-2017 Anticipated Revenue	GL Account	
<b>Public Record Fees - section 1</b>										
<b>OLCC Fees - section 1</b>										
<b>Dishonored Checks Fees (non-sufficient funds) - section 1</b>										
<b>Taxicab Driver Permit Fees - section 1</b>										
<b>Parking Bail Schedule – If Paid Within the Timeframe Noted - section 7-1</b>										
<b>Violation</b>	<b>0 – 10 days</b>	<b>11-20 Days</b>	<b>21-30 Days</b>	<b>0 – 10 days</b>	<b>11-20 Days</b>	<b>21-30 Days</b>			101-1900	
Overtime Parking	\$10.00	\$25.00	\$50.00	\$20.00	\$40.00	\$60.00			46004	
Facing Traffic	\$15.00	\$30.00	\$55.00	\$20.00	\$40.00	\$60.00			46004	
Backed into Angle	\$15.00	\$30.00	\$55.00	\$20.00	\$40.00	\$60.00			46004	
Bus/Taxi Zone	\$10.00	\$25.00	\$50.00	\$20.00	\$40.00	\$60.00			46004	
Double Parked	\$20.00	\$45.00	\$65.00	\$20.00	\$40.00	\$60.00			46004	
No Parking	\$40.00	\$85.00	\$125.00	\$40.00	\$80.00	\$120.00			46004	
Tow Zone	\$40.00	\$85.00	\$125.00	\$40.00	\$80.00	\$120.00			46004	
Yellow Zone	\$40.00	\$85.00	\$125.00	\$40.00	\$80.00	\$120.00			46004	
Green Zone	\$40.00	\$85.00	\$125.00	\$40.00	\$80.00	\$120.00			46004	
72 Hour Violation	\$100.00	\$205.00	\$400.00	\$100.00	\$200.00	\$300.00			46004	
Fire Hydrant	\$75.00	\$105.00	\$205.00	\$100.00	\$200.00	\$300.00			46004	
Handicapped Permit	\$250.00	\$325.00	\$450.00	\$250.00	\$325.00	\$450.00			46004	
Improper Parking	\$15.00	\$30.00	\$55.00	\$20.00	\$40.00	\$55.00			46004	
Displaying Vehicle for Sale	\$45.00	\$90.00	\$130.00	\$40.00	\$80.00	\$130.00			46004	
Nuisance Vehicle				\$1,000.00						
<b>Vehicle Impoundment Fee - section 7-1</b>	\$100.00			\$100.00					46004	
<b>Vehicle Immobilization -section 7-1</b>	50			50					46004	
<b>Traffic Citation Assessment Fee - section 7-1</b>	\$10.00			\$10.00					46004	
<b>Firearms Discharge Permit - section 7-1</b>	\$50.00			\$50.00					46004	
<b>Fingerprints Cards Fees ...</b>	????									

Public Works Fees and Charges									
Services Description	2015-2016 Fee			2016-2017 Fee			Changed	2016-2017 Anticipated Revenue	GL Account
<b>Public Records Fees - See Section 1</b>									
<b>Plan Review and Right-of-Way Fees - See Section 2</b>									
<b>Water Utility Rates and Charges</b>									
<b>Connection Fee and Street Opening Fee - section 8-1</b>									
A. The fee for a new connection to the water system is based on the size of service. The fees for new connections are:									
Service Size	Connection Fee			Connection Fee					601-3320
5/8" x 3/4"	\$1,725.00			\$1,802.65			\$77.64		45503
1 inch	\$2,007.00			\$2,097.30			\$90.30		45503
Larger than 1 inch	Actual cost plus 10%			Actual cost plus 10%					45503
B. If cutting and restoration of asphalt streets is necessary, actual costs of the repair plus 10% will be added to the above costs.									
<b>Deposit - section 8-2</b>									
The amount of deposit required under NMC 5.10.020 is based upon meter size and is generally equal to two months of average usage. Deposits will not be refunded prior to discontinuation of service except in extenuating circumstances and then only by authorization by the city Finance Director. Deposits for new utility accounts are:									
Service Size	Deposit			Deposit					601-3310
5/8" x 3/4"	\$240.00			\$250.80			\$10.80		45501
1 inch	\$295.00			\$308.30			\$13.30		45501
1 1/4" X 1 1/2"	\$1,145.00			\$1,196.55			\$51.54		45501
2 inch	\$1,500.00			\$1,567.50			\$67.50		45501
3 inch and larger	\$2,215.00			\$2,314.70			\$99.69		45501
<b>Miscellaneous Charges - section 8-3</b>									
A. The charge for a normal reconnection or additional connection is \$20.00, in addition to any connection fee established under Subsection 1.									
B. The reconnection fee following a for-cause (delinquent payment or other cause) disconnect is \$44.00.									
C. The charge for opening a connection in violation of NMC Chapter 5.10 is \$100.00.									
D. The fee for late payment is \$20.00.									
E. The fee for a non-payment notice is \$20.00.									
<b>Rates for Water Service within the City - section 8-4</b>									
The rates in this Subsection 4 apply to all service areas.									
The minimum monthly charge shall be based on the size of each meter except as otherwise defined within this section.									
The minimum charge for unmetered fire suppression systems shall be based upon the size of the service line entering the property.									
A. The charges in this Subsection 4.A apply within the City of Newport.									

Public Works Fees and Charges									
Services Description	2015-2016 Fee			2016-2017 Fee			Changed	2016-2017 Anticipated Revenue	GL Account
	Usage included with minimum charge	Minimum Charge	Cost per 1,000 Gallons in excess of included amount	Usage included with minimum charge	Minimum Charge	Cost per 1,000 Gallons in excess of included amount			
Meter Size	Usage included with minimum charge	Minimum Charge	Cost per 1,000 Gallons in excess of included amount	Usage included with minimum charge	Minimum Charge	Cost per 1,000 Gallons in excess of included amount			601-3310
5/8" x 3/4"	1,000 gallons	\$20.85	\$3.85	1,000 gallons	\$21.80	\$4.00	\$0.95		45501
1 inch	1,000 gallons	\$27.70		1,000 gallons	\$28.95		\$1.25	45501	
							\$0.00	45501	
1 1/4" x 1 1/2"	1,000 gallons	\$42.20		1,000 gallons	\$44.10		\$1.90	45501	
2 inch	1,000 gallons	\$72.25		1,000 gallons	\$75.50		\$3.25	45501	
3 inch	1,000 gallons	\$107.85		1,000 gallons	\$112.70		\$4.85	45501	
4 inch and over	1,000 gallons	\$179.25		1,000 gallons	\$187.35		\$8.10	45501	
<b>Rates for Water Service outside the City - section 8-5</b>									
B. The charges in this Subsection 4.8 apply outside the City of Newport.									
Meter Size	Usage included with minimum charge	Minimum Charge	Cost per 1,000 Gallons in excess of included amount	Usage included with minimum charge	Minimum Charge	Cost per 1,000 Gallons in excess of included amount			601-3310
5/8" x 3/4"	1,000 gallons	\$39.80	\$6.30	1,000 gallons	\$41.60	\$6.60	\$1.80		45501
1 inch	1,000 gallons	\$54.20		1,000 gallons	\$56.65		\$2.45	45501	
1 1/4" X 1 1/2"	1,000 gallons	\$75.35		1,000 gallons	\$78.75		\$3.40	45501	
2 inch	1,000 gallons	\$132.85		1,000 gallons	\$138.85		\$6.00	45501	
3 inch	1,000 gallons	\$197.70		1,000 gallons	\$206.60		\$8.90	45501	
4 inch and over	1,000 gallons	\$324.80		1,000 gallons	\$339.40		\$14.60	45501	
<b>Temporary Service through Fire Hydrant - section 8-6</b>									
Fire Hydrant Installation	\$265.00			\$276.95			\$11.94		45503
Monthly charge (no usage included)	\$197.70			\$206.60			\$8.90		45503
Usage over 1,000 gallons	\$6.30			\$6.60			\$0.30		45503
<b>Water Purchased and Privately Transported - section 8-7</b>									
The amount charged for water purchased and transported by the purchaser directly from any authorized city facility is \$6.30 per 1,000 gallons.									
<b>Wastewater Utility Rates and Charges</b>									
<b>Metered Rates - section 8-8</b>									
The charges imposed in this Subsection 1 apply to properties that have sanitary sewer service.									
<b>A. Single-Family Residences and Duplexes within City Limits</b>									
									602-3410

Public Works Fees and Charges									
Services Description	2015-2016 Fee	2016-2017 Fee	Changed	2016-2017 Anticipated Revenue	GL Account				
The charge for sewer service for single-family dwellings and duplexes within city limits shall be \$22.90 per month, plus \$6.60 per 1,000 gallons of water usage. Sewer user charges for the months of June, July, August, and September shall not exceed the highest monthly sewer user charge for the first four months of the calendar year.	\$22.95 plus \$6.60/thousand	\$23.90 plus \$6.85/thousand			45505				
<b>B. Multi-Family Residences, Commercial Properties, and Single-Family Residences and Duplexes outside of City Limits</b>									
The basic charge for service for residential properties with three or more dwelling units, for all commercial properties, and for single-family residences and duplexes outside of City limits shall be \$22.90 per month plus \$7.55 per 1,000 gallons of water usage.	\$22.9 per month plus \$7.55/thousand water use	\$23.80 per month plus \$7.85/thousand water use			45505				
An "Extra Strength Charge" of \$0.30 per pound of biochemical oxygen demand applies to commercial properties users when the biochemical oxygen demand exceeds 300 parts per million.	\$0.30 per pound	.31 per pound			45505				
The charges for monitoring sewage discharge shall be \$15.80 per combined sample and \$8.25 per test.	\$15.80 per combined sample & \$8.25 per test	\$16.45 per combined sample & \$8.60 per test			45505				
<b>Individually Determined Rate - section 8-9</b>									
Commercial customers that are legally disposing of all or part of their processing wastewater to an acceptable waterway in conformance with applicable federal, state, and city laws, regulations and permits shall have a sewer user charge established by the City Manager based on an individual determination of the impact of the property on the sewer system. The City Manager shall take into account, when establishing the sewer rate, the estimated quantity in gallons, as well as, any adverse treatment or maintenance costs that may be incurred by the city handling extra strength wastewater that is being returned to the city sanitary sewers.									
<b>Septage - section 8-10</b>									
The rate for disposal of septage at the city's wastewater treatment plant shall be \$0.18 per gallon.					46502				
<b>Class A Sludge Sales - section 8-11</b>									
Class A sludge manufactured at the city's wastewater treatment plant may be purchased for \$2.00 per cubic yard. The transportation of the sludge is the responsibility of the customer.	\$2.00 per cubic yard	\$2.10 per cubic yard			48001				
<b>Utility Infrastructure Improvement Fees</b>									
<b>Utility Infrastructure Fee - section 8-12</b>									
A. The charges imposed in this Subsection 1 apply to properties that have metered city water service.									
Each customer shall pay a monthly infrastructure improvement fee. The fees are set as follows:									

Public Works Fees and Charges									
Services Description	2015-2016 Fee			2016-2017 Fee			Changed	2016-2017 Anticipated Revenue	GL Account
Water Meter Size	Monthly Infrastructure Improvement Fee			Monthly Infrastructure Improvement Fee					402-6110
3/4"	\$6.95			\$7.30			\$0.35		45504
1"	\$13.85			\$14.55			\$0.70		45504
1 1/2"	\$27.75			\$29.15			\$1.40		45504
2"	\$48.35			\$50.80			\$2.45		45504
3"	\$124.25			\$130.45			\$6.20		45504
4"	\$193.20			\$202.85			\$9.65		45504
5" and larger	\$441.70			\$463.80			\$22.10		45504
Irrigation-only meters will be exempt from the Monthly Infrastructure Improvement Fee.									
<b>Stormwater Utility Fees</b>									
<b>Stormwater Utility Fee - section 8-13</b>									
A. The charges imposed in this Subsection 1 apply to properties that have metered city water service.									
Each customer shall pay a stormwater utility fee. The fees are set as follows:									
<b>Monthly Stormwater Utility Fee</b>									
<b>Water Meter Size</b>									251-3220
All meter sizes	\$7.90			\$8.25			\$0.35		46701
Irrigation-only meters will be exempt from the stormwater utility fee.									
<b>Street Fees - section 8-14</b>									
<b>Installation of Banners and Signs that Promote Attractions and Events</b>									
A. A fee of \$17.75 is established for City crews to install promotional banners.									
B. A fee of \$34.00 is established to remove each sign									
C. Banner and sign installation fees automatically increase or decrease a percentage based on the Personal Services category within the Streets budget. Said increase or decrease shall be rounded to the nearest quarter.									
D. The City Manager is authorized to waive fees related to signs the City owns or for which the event is City Sponsored.									

<b>Newport Visual Arts Center (VAC) Fees and Charges - Rates approved Resolution 3709</b>							
Services Description	Non-profit Rates - 2015-16 Fee	Commercial and Private Parties - 2015-2016 Fee	Non-profit Rates - 2015-16 Fee	Commercial and Private Parties - 2015-2016 Fee	Changed	2016-2017 Anticipated	GL Account
<b>Room Rentals - section 9-1</b>							
Conference room 205 - admission/tuition/fee event	\$15 per hour, 2 hour minimum, maximum: \$100 per day plus 10% of gross or tuition	\$24 per hour, 2 hour minimum, maximum: \$240 per day plus 10% of gross or tuition	\$15 per hour, 2 hour minimum, maximum: \$100 per	\$24 per hour, 2 hour minimum, maximum: \$240 per day plus 10% of gross or tuition			
Conference room 205 - NO admission/tuition/fee event	\$15 per hour, 2 hour minimum, maximum: \$100 per day	\$24 per hour, 2 hour minimum, maximum: \$240 per day	\$15 per hour, 2 hour minimum,	\$24 per hour, 2 hour minimum, maximum: \$240 per day			
Kitchen use	\$25 Flat Fee	\$35 Flat fee	\$25 Flat Fee	\$35 Flat fee			
Classroom 302 - admission/tuition/fee event	\$11 per hour, 2 hour minimum, maximum: \$75 per day plus 10% of gross or tuition	\$15 per hour, 2 hour minimum, maximum: \$150 per day plus 10% of gross or tuition	\$11 per hour, 2 hour minimum, maximum: \$75 per	\$15 per hour, 2 hour minimum, maximum: \$150 per day plus 10% of gross or tuition			
Classroom 302 - NO admission/tuition/fee event	\$11 per hour, 2 hour minimum, maximum: \$75 per day	\$15 per hour, 2 hour minimum, maximum: \$150 per day		\$15 per hour, 2 hour minimum, maximum: \$150 per day			
Renter's Cleaning Deposit (refundable)	\$50	\$75	\$50	\$75	\$75		
						14,884	230-4310-46008

<b>Miscellaneous Fees and Charges</b>					
Services Description	2015-2016 Fee	2016-2017 Fee	Changed	2016-2017 Anticipated Revenue	GL Account
<b>Rates and Charges Set by Separate Resolutions - section 10-1</b>					
<b><u>System Development Charges (SDCs)</u></b>					
<b><u>Resolution No. 3699 – Amending System Development Charges Rates</u></b>					
1. Water System Development Charge amended to be \$2,413 per Equivalent Dwelling Unit effective January 1, 2015.	\$2,413	\$2,413		80,000	253-3620-46408
2. Wastewater System Development Charge amended to be \$3,969 per Equivalent Dwelling Unit effective January 1, 2015..	\$3,969	\$3,969		130,000	253-3630-46408
3. Stormwater System Development Charge amended to be \$857 per Equivalent Dwelling Unit or \$0.32 per square foot of new impervious surface effective January 1, 2015.	Calculation	Calculation		16,000	253-3650-46408
4. Transportation System Development Charge amended to be \$1,112 per Equivalent Dwelling Unit effective January 1, 2015.	\$1,112	\$1,112		60,000	253-3610-46408
5. Parks Development Charge amended to be \$2,643 Per Equivalent Dwelling Unit effective January 1, 2015.	\$2,643	\$2,643		40,000	253-3640-46408
<b><u>Resolution No. 3390 – Agate Beach Closure Fund Fees</u></b>					
<b><u>Resolution No. 3650A – Fees In Lieu of Franchise Fees by City-Owned Utilities</u></b>					
<b>Rates and Charges Set by Separate Ordinances - section 10-2</b>					
<b><u>Business License Fees Surcharge:</u></b>					
Nye Beach Area Economic Improvement District					
City Center Area Economic Improvement District					
Bay Front Area Economic Improvement District					

## CITY MANAGER'S REPORT AND RECOMMENDATION



Meeting Date: 6-2016

### Agenda Item:

### **Continuation of Public Hearing and Possible Adoption of Ordinance No. 2098 an Ordinance Extending the Bayfront, City Center, and Nye Beach Parking Districts for a period of twenty-four months.**

#### Background:

The City of Newport has established Parking Districts in Nye Beach, City Center and the Bayfront to generate funding to pay for parking system improvements in the respective commercial areas.

As you are aware, a parking study is currently underway to establish whether or not parking districts should continue in their current form, or whether an alternative approach should be pursued to address each of the area's parking needs. A notice of public hearing was sent out to property owners affected by the parking districts. As of June 8, the City has received no written comments objecting to the extension. Since the districts expire on June 30, I recommend that the City Council adopt the ordinance with the emergency declaration to avoid any confusion about letting the districts expire. Please note, the Advisory Committee to the parking districts, who is assisting with the parking study, supports the twenty-four-month extension.

A public Hearing was held at the June 6 City Council meeting. No comments were received at this hearing. A continuation of this hearing will take place on June 20 following which the Council can take action to approve Ordinance 2089.

#### Recommendation:

I recommend that the Mayor conduct a public hearing on Ordinance No. 2098, an ordinance amending Ordinances 1993, 2009 and 2020, extending the Bayfront, City Center and Nye Beach Economic Improvement Districts for parking system improvements, and the assessment of a surcharge on business license fees for a period of 24 months, and giving the ordinance emergency effect.

Following the public hearing, and considering any comments, I further recommend the City Council consider the following motion:

**I move that Ordinance No. 2098, an ordinance amending Ordinances 1993, 2009, and 2020, extending the Bayfront, City Center and Nye Beach Economic Improvement Districts for parking system improvements, and the assessment of a surcharge on business license fees for a period of 24 months, with that ordinance being given emergency effect, be read by title only and placed for final adoption.**

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

*If the motion is approved, the City Recorder will read the title of the ordinance.*

*A roll call vote on the final passage of the ordinance will then be requested by the Mayor, and taken by the City Recorder.*

**Fiscal Effects:**

The surcharges are projected to generate \$12,718 in revenues in the Nye Beach Parking District, \$6,914 for the City Center Parking District, and \$22,318 for the Bayfront Parking District based on these ordinances. There are no changes from the current surcharge fee proposed by this extension of these districts.

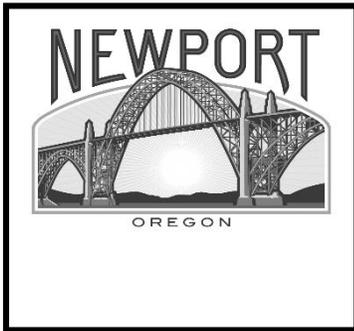
**Alternatives:**

Let the districts expire or as recommended by the City Council.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. R. Nebel".

Spencer R. Nebel, City Manager



STAFF REPORT  
CITY COUNCIL AGENDA ITEM

**Title:** Possible Adoption of Ordinance No. 2098, extending the Bayfront, City Center and Nye Beach Parking Districts for a period of 24-months

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

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**Recommended Motion:** I move for reading, by title only, of Ordinance No. 2098, an ordinance extending the Bayfront, City Center and Nye Beach Commercial Parking Districts for a period of 24-months, and for adoption by roll call vote.

**Background Information:** At the request of area business owners the City Council adopted Ordinance Nos. 1993, 2009, and 2020 establishing the Nye Beach, City Center, and Bayfront Commercial Parking District ("Parking Districts") to generate funding to pay for parking system improvements in the respective commercial areas. Each of the parking districts is an economic improvement district, funded through a business license surcharge, and was authorized for a 5-year period. Ordinance No. 1993, which created the Nye Beach Parking District, was established a year earlier than the other Parking Districts, and was extended for a 12-month period with Ordinance No. 2078 so that it was in sync with the effective dates of the other Parking Districts.

Oregon Revised Statute (ORS) 223.154 provides that a City Council may extend the effective period of Parking Districts and business license surcharges for a specific period of time provided it grants persons conducting business in the districts with notice and right of remonstrance. The required notice has been provided.

The extension is proposed so that a parking study can be performed to establish whether or not the Parking Districts should continue in their current form or whether an alternative approach should be pursued to address each of the areas parking needs. An advisory committee to the Parking Districts, which is assisting with the parking study and includes persons conducting business within the Districts, supports the 24-month extension.

By law, if more than 33 percent of the affected businesses object in writing then the Parking Districts will not be extended and will expire effective July 1, 2016. If the extension is authorized, then the Districts will be effective until July 1, 2018 unless terminated on an earlier date by the Council. No changes are proposed to the existing surcharge rates. As of May 31, 2016, no written comments have been received objecting to the extension.

**Alternatives:** Allowing the districts to expire. If the Parking Districts expire, development in the affected areas will be restricted to those projects that can provide the parking they need outside of public rights-of-way in accordance with the Newport Zoning Ordinance. This is not practical in most cases. The current district rules provide owners a 5 space credit when they undertake development or redevelopment.

Also, the parking study will likely include recommendations as to whether or not a business license surcharge should continue on an ongoing basis or cease. It may also include recommendations regarding the amount of the surcharges. If the districts expire, and the City elects to adopt new surcharges per the recommendations of a parking study, the result would be abrupt changes to fees that could frustrate business owners. Leaving the districts in place until the study is complete provides continuity, and will likely make a transition to whatever the Council elects to adopt out of the study occur more smoothly.

Emergency adoption is needed to avoid public confusion and to facilitate continuity of collections since there is less than 30 days between the date of the hearing and the date the Parking Districts will expire if not extended.

This matter was taken up by the City Council on June 6, 2016 and the public hearing was continued to June 20, 2016 to provide affected business owners an opportunity to testify in response to the notice they received in the mail that the hearing would be held on June 20<sup>th</sup>.

**Attachments:**

Draft Ordinance No. 2098  
Copy of ORS 223.112 to 223.132  
Minutes from 3/8/16 Advisory Committee Meeting  
Notice of the 6/20/16 City Council Hearing

**CITY OF NEWPORT**

**ORDINANCE NO. 2098**

**AN ORDINANCE AMENDING ORDINANCES 1993, 2009 AND 2020,  
EXTENDING THE BAYFRONT, CITY CENTER AND NYE BEACH  
ECONOMIC IMPROVEMENT DISTRICTS FOR PARKING SYSTEM IMPROVEMENTS  
AND THE ASSESSMENT OF A SURCHARGE ON BUSINESS LICENSE FEES  
FOR A PERIOD OF 24-MONTHS AND DECLARING AN EMERGENCY**

WHEREAS, at the request of area business owners, the Newport City Council adopted Ordinance Nos. 1993, 2009, and 2020 establishing the Nye Beach, City Center and Bayfront Commercial Parking Districts ("Parking Districts") to generate funding to pay for parking system improvements in the respective commercial areas; and

WHEREAS, each of the Parking Districts is an economic improvement district, funded through a business license surcharge, and was authorized for a 5-year periods; and

WHEREAS, Ordinance No. 1993, which created the Nye Beach Parking District, was established a year earlier than the other Parking Districts, and was extended for a 12-month period with Ordinance No. 2078 so that it was in sync with the effective dates of the other Parking Districts; and

WHEREAS, Oregon Revised Statute (ORS) 223.154 provides that a City Council may extend the effective period of Parking Districts and business license surcharges for a specific period of time provided it grants persons conducting business in the districts with notice and right of remonstrance; and

WHEREAS, the Newport City Council has elected to extend the Parking Districts for a period of 24-months so that a parking study can be performed to establish whether or not the Parking Districts should continue in their current form or whether an alternative approach should be pursued to address each of the areas parking needs; and

WHEREAS, the Advisory Committee to the Parking Districts, which is assisting with the parking study and includes persons conducting business within the Districts, supports the 24-month extension; and

WHEREAS, notice was provided to affected businesses in accordance with ORS 223.147 informing business owners of their right to appear in support or opposition to the 24-month extension to the business license surcharges; and

WHEREAS, fewer than 33 percent of persons conducting business within the Parking Districts submitted written objections to the City Council extending the Parking Districts.

THE CITY OF NEWPORT ORDAINS AS FOLLOWS:

**Section 1.** The above findings are hereby adopted as support for the amendments, below.

**Section 2.** Section 10 of Ordinance No. 1993, Duration, is amended to read as follows:

“The District shall be in effect through June 30, 2018. Council may extend the duration of the District, after following the public notice procedure outlined in ORS 223.147. In the event the District is not renewed then off-street parking requirements shall apply as provided for in the Newport Zoning Ordinance in effect at the time the District is dissolved.”

**Section 3.** Section 10 of Ordinance No. 2009, Duration, is amended to read as follows:

“The District shall be in effect through June 30, 2018. Council may extend the duration of the District, after following the public notice procedure outlined in ORS 223.147. In the event the District is not renewed then off-street parking requirements shall apply as provided for in the Newport Zoning Ordinance in effect at the time the District is dissolved.”

**Section 4.** Section 11 of Ordinance No. 2020, Duration, is amended to read as follows:

“The District shall be in effect through June 30, 2018. Council may extend the duration of the District, after following the public notice procedure outlined in ORS 223.147. In the event the District is not renewed then off-street parking requirements shall apply as provided for in the Newport Zoning Ordinance in effect at the time the District is dissolved.”

**Section 5.** All other provisions of Ordinance Nos. 1993, 2009, and 2020 remain in full force and effect.

**Section 6. Emergency Declaration.** Business licenses are renewed and surcharges collected at the beginning of the fiscal year, which starts on July 1, 2016. In order to avoid public confusion and to facilitate continuity of collections it is hereby adjudged and declared that an emergency exists requiring that this ordinance take effect immediately upon passage, as such action is necessary for the immediate preservation of the public peace, health, and safety of the City of Newport. Accordingly, this ordinance shall be in full force and effect as of the date of its adoption.

Date adopted and read by title only: \_\_\_\_\_

Signed by the Mayor on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Sandra Roumagoux, Mayor

ATTEST:

\_\_\_\_\_  
Margaret M. Hawker, City Recorder

Approved as to form:

\_\_\_\_\_  
Steve Rich, City Attorney

DRAFT

## ECONOMIC IMPROVEMENT DISTRICTS

**223.112 Definitions for ORS 223.112 to 223.132.** As used in ORS 223.112 to 223.132, unless the context requires otherwise:

- (1) "Council" means the city council or other controlling body of a city.
- (2) "Economic improvement" means:
  - (a) The planning or management of development or improvement activities.
  - (b) Landscaping or other maintenance of public areas.
  - (c) Promotion of commercial activity or public events.
  - (d) Activities in support of business recruitment and development.
  - (e) Improvements in parking systems or parking enforcement.
  - (f) Any other economic improvement activity for which an assessment may be made on property specially benefited thereby. [1985 c.576 §1; 1991 c.902 §4]

**223.114 Economic improvement; assessment ordinance.** (1) A council may enact an ordinance establishing a procedure to be followed by the city in making assessments for the cost of an economic improvement upon the lots which are specially benefited by all or part of the improvement.

- (2) In any ordinance adopted under subsection (1) of this section, a city shall not be authorized to:
  - (a) Levy assessments in an economic improvement district in any year that exceed one percent of the real market value of all the real property located within the district.
  - (b) Include within an economic improvement district any area of the city that is not zoned for commercial or industrial use.
  - (c) Levy assessments on residential real property or any portion of a structure used for residential purposes. [1985 c.576 §2; 1989 c.1018 §3; 1991 c.459 §350; 1991 c.902 §5]

**223.115** [Repealed by 1971 c.741 §38]

**223.117 Requirements of assessment ordinance.** (1) An ordinance adopted under ORS 223.114, shall provide for enactment of an assessment ordinance that:

- (a) Describes the economic improvement project to be undertaken or constructed.
  - (b) Contains a preliminary estimate of the probable cost of the economic improvement and the proposed formula for apportioning cost to specially benefited property.
  - (c) Describes the boundaries of the district in which property will be assessed.
  - (d) Specifies the number of years, to a maximum of five, in which assessments will be levied.
  - (e) Contains provision for notices to be mailed or delivered personally to affected property owners that announce the intention of the council to construct or undertake the economic improvement project and to assess benefited property for a part or all of the cost. The notice shall state the time and place of the public hearing required under paragraph (f) of this subsection.
  - (f) Provides for a hearing not sooner than 30 days after the mailing or delivery of notices to affected property owners at which the owners may appear to support or object to the proposed improvement and assessment.
- (2) The ordinance shall also:
- (a) Provide that if, after the hearing held under subsection (1)(f) of this section, the council determines that the economic improvement shall be made, the council shall determine whether the property benefited shall bear all or a portion of the cost and shall determine, based on the actual or estimated cost of the economic improvement, the amount of assessment on each lot in the district.
  - (b) Require the city recorder or other person designated by the council to prepare the proposed assessment for each lot in the district and file it in the appropriate city office.

(c) Require notice of such proposed assessment to be mailed or personally delivered to the owner of each lot to be assessed, which notice shall state the amount of the assessment proposed on the property of the owner receiving the notice. The notice shall state the time and place of a public hearing at which affected property owners may appear to support or object to the proposed assessment. The hearing shall not be held sooner than 30 days after the mailing or personal delivery of the notices.

(d) Provide that the council shall consider such objections and may adopt, correct, modify or revise the proposed assessments.

(e) Provide that the assessments will not be made and the economic improvement project terminated when written objections are received at the public hearing from owners of property upon which more than 33 percent of the total amount of assessments is levied. [1985 c.576 §3; 1989 c.1018 §4]

**223.118 Remonstrance against assessment; exclusion of property.** (1) In addition to the requirements listed in ORS 223.117 (2), an assessment ordinance adopted under ORS 223.114 and 223.117 may, at the discretion of the council, provide that:

(a) When the council receives written objections at the public hearing only from owners of property upon which less than 33 percent of the total amount of assessments is levied, the economic improvement project may be undertaken or constructed, but that assessments shall not be levied on any lot or parcel of property if the owner of that property submitted written objections at the public hearing. Notwithstanding any other provision of law, an owner of property who fails to submit written objections at the public hearing as provided for in the ordinance shall be deemed to have made a specific request for the economic improvement services to be provided during the period of time specified in the assessment ordinance.

(b) The council, after excluding from assessment property belonging to such owners, shall determine the amount of assessment on each of the remaining lots or parcels in the district.

(c) Notice of such proposed assessment be mailed or personally delivered to the owner of each lot to be assessed, which notice shall state the amount of the assessment proposed on the property of the owner receiving the notice.

(2) When assessments are levied against property within an economic improvement district in accordance with an assessment ordinance that contains the provisions described in subsection (1) of this section:

(a) Any new owner of benefited property in the district or any owner of benefited property who excluded the property from assessment by submitting written objections to the council may subsequently agree to the assessment of the owner's property in the district. The council shall apportion the costs to the property for the remaining time in which assessments will be levied.

(b) The assessed property may not be relieved from liability for that assessment.

(c) If the council considers it necessary to levy assessments upon property in the district for longer than the period of time specified in the assessment ordinance, the council shall enact an ordinance that provides for continued assessments for a specified number of years and grants to property owners in the district the notice and right of remonstrance described in ORS 223.117 (2)(b) to (e) and subsection (1)(a) to (c) of this section. [1991 c.773 §2]

**223.119 Advisory committee; functions.** An ordinance adopted under ORS 223.114, may require creation, for each economic improvement district, of an advisory committee to allocate expenditure of moneys for economic improvement activities within the scope of ORS 223.112 to 223.132. If an advisory committee is created, the council shall strongly consider appointment of owners of property within the economic improvement district to the advisory committee. An existing association of

property owners or tenants may enter into an agreement with the city to provide the proposed economic improvement. [1985 c.576 §4; 1989 c.1018 §5]

**223.120** [Repealed by 1971 c.741 §38]

**223.122 Effect of urban renewal districts or local improvement districts.** The existence of local improvement districts or urban renewal districts in a city does not affect the creation of economic improvement districts under ORS 223.112 to 223.132. [1985 c.576 §5]

**223.124 Extension of assessment period.** When the council considers it necessary to levy assessments upon property in an economic improvement district for longer than the period of time specified in the assessment ordinance that created the district, the council shall enact an ordinance that provides for continued assessments for a specified number of years and grants to property owners in the district the notice and right of remonstrance described in ORS 223.117 (2)(b) to (e). [1985 c.576 §6]

**223.125** [Repealed by 1971 c.741 §38]

**223.127 Application of certain assessment statutes to economic improvement districts.** (1) ORS 223.387 and 223.391 to 223.395 apply to economic improvement districts created by a city in accordance with ORS 223.112 to 223.132.

(2) The rights and duties accorded local governments and the owners of property for financing assessments under ORS 223.205 and 223.210 to 223.295 apply to assessments levied upon property in an economic improvement district for financing all or part of the cost of an economic improvement. [1985 c.576 §7; 1991 c.902 §6; 2003 c.802 §3]

**223.129 Expenditure of assessment revenues; liability for unauthorized expenditures.** (1) A city council shall not expend any moneys derived from assessments levied under ORS 223.112 to 223.132 for any purpose different from the purpose described in the ordinance adopted under ORS 223.114.

(2) Any public official who expends any moneys derived from assessments levied under ORS 223.112 to 223.132 for any purpose different from the purpose described in an ordinance adopted under ORS 223.114 shall be civilly liable for the return of the moneys by suit of the district attorney of the county in which the city is located or by suit of any taxpayer of the city. [1985 c.576 §8]

**223.130** [Repealed by 1971 c.741 §38]

**223.132 Formation of economic improvement districts as additional power of cities.** The authority granted to cities by ORS 223.112 to 223.132, is in addition to any other authority a city may have under state law, its charter or its ordinances to create or finance economic improvement districts. [1989 c.1018 §2]

**223.135** [Repealed by 1971 c.741 §38]

**223.140** [Repealed by 1971 c.741 §38]

**223.141 Definitions for ORS 223.141 to 223.161.** As used in ORS 223.141 to 223.161, unless the context requires otherwise:

(1) “Business license fee” means any fee paid by a person to a city for any form of license that is required by the city in order to conduct business in that city.

(2) “Conducting business” means to engage in any business, trade, occupation or profession in pursuit of gain including activities carried on by a person through officers, agents and employees as well as activities carried on by a person on that person’s own behalf.

(3) “Council” means the city council or other controlling body of a city.

(4) “Economic improvement” means:

(a) The planning or management of development or improvement activities.

(b) Landscaping or other maintenance of public areas.

(c) Promotion of commercial activity or public events.

(d) Activities in support of business recruitment and development.

(e) Improvements in parking systems or parking enforcement.

(f) Any other economic improvement activity for which an assessment may be made on property specially benefited thereby. [1991 c.698 §1]

**223.144 Economic improvement district; business license ordinance.** (1) A council, on its own motion or after receiving a petition for the formation of an economic improvement district signed by 33 percent or more of persons conducting business within the proposed district, may enact an ordinance establishing a procedure to be followed by the city in imposing a business license fee to raise revenue for the cost of an economic improvement. The business license fee authorized under this subsection may be in the form of a surcharge on an existing business license fee imposed by the city on any business, trade, occupation or profession carried on or practiced in the economic improvement district.

(2) In any ordinance adopted under subsection (1) of this section, a city shall not be authorized to:

(a) Include within an economic improvement district any area of the city that is not zoned for commercial or industrial use.

(b) Impose a business license fee to raise revenue for an economic improvement that does not primarily benefit persons conducting business within the economic improvement district. [1991 c.698 §2]

**223.145** [Repealed by 1971 c.741 §38]

**223.147 Requirements of business license fee ordinance.** (1) An ordinance adopted under ORS 223.144, shall provide for enactment of a business license fee ordinance that:

(a) Describes the economic improvement project to be undertaken or constructed.

(b) Contains a preliminary estimate of the probable cost of the economic improvement.

(c) Describes the boundaries of the district in which property will be assessed.

(d) Specifies the number of years, to a maximum of five, in which business license fees for the economic improvement will be imposed.

(e) Contains provision for notices to be mailed or delivered personally to affected persons that announce the intention of the council to construct or undertake the economic improvement project and to impose a business license fee upon persons conducting business within the district for a part or all of the cost. The notice shall state the time and place of the public hearing required under paragraph (f) of this subsection.

(f) Provides for a hearing not sooner than 30 days after the mailing or delivery of notices to affected persons at which the persons may appear to support or object to the proposed improvement and business license fee.

(2) The ordinance shall also:

(a) Provide that if, after the hearing held under subsection (1)(f) of this section, the council determines that the economic improvement shall be made, the council shall determine whether the businesses benefited shall bear all or a portion of the cost and shall determine, based on the actual or estimated cost of the economic improvement, the amount of the business license fee.

(b) Require notice of such proposed business license fee to be mailed or personally delivered to each person conducting business within the proposed economic improvement district, which notice shall state the amount of the business license fee. The notice shall state the time and place of a public hearing at which affected persons may appear to support or object to the proposed business license fee. The hearing shall not be held sooner than 30 days after the mailing or personal delivery of the notices.

(c) Provide that the council shall consider the objections of persons subject to the proposed business license fee and may adopt, correct, modify or revise the proposed business license fee.

(d) Provide that the business license fee will not be imposed and the economic improvement project terminated when written objections are received at the public hearing from more than 33 percent of persons conducting business within the economic improvement district who will be subject to the proposed business license fee. [1991 c.698 §3]

**223.150** [Repealed by 1971 c.741 §38]

**223.151 Advisory committee; functions.** An ordinance adopted under ORS 223.144, may require creation, for each economic improvement district, of an advisory committee to develop a plan and to allocate expenditure of moneys for economic improvement activities within the scope of ORS 223.141 to 223.161. If an advisory committee is created, the council shall appoint persons conducting business within the economic improvement district to the advisory committee. An existing association of persons conducting business within an economic improvement district may enter into an agreement with the city to provide the economic improvement. [1991 c.698 §4]

**223.154 Extension of business licensing period.** When the council considers it necessary to impose business license fees upon persons conducting business in an economic improvement district for longer than the period of time specified in the ordinance that created the district, the council shall enact an ordinance that provides for continued business license fees for a specified number of years and grants to persons conducting business in the district the notice and right of remonstrance described in ORS 223.147 (2)(b) to (d). [1991 c.698 §5]

**223.155** [Repealed by 1971 c.741 §38]

**223.157 Expenditure of business license revenues; liability for unauthorized expenditures.**

(1) A city council shall not expend any moneys derived from business license fees levied under ORS 223.141 to 223.161 for any purpose different from the purpose described in the ordinance adopted under ORS 223.144.

(2) Any public official who expends any moneys derived from business license fees levied under ORS 223.141 to 223.161 for any purpose different from the purpose described in an ordinance adopted under ORS 223.144 shall be civilly liable for the return of the moneys by suit of the district attorney of the county in which the city is located or by suit of any taxpayer of the city. [1991 c.698 §6]

**223.160** [Repealed by 1971 c.741 §38]

**223.161 Effect of urban renewal districts or local improvement districts.** (1) The existence of local improvement districts or urban renewal districts in a city does not affect the creation of economic improvement districts under ORS 223.141 to 223.161.

(2) The authority granted to cities by ORS 223.141 to 223.161 is in addition to any other authority a city may have under state law, its charter or its ordinances to create or finance economic improvement districts. [1991 c.698 §7]

**MINUTES**  
**City of Newport**  
**Parking Study Advisory Committee**  
**Project Kickoff Meeting**  
**Newport City Hall Council Chambers**  
**Tuesday, March 8, 2016**

**Committee Members Present:** Wendy Engler, Sharon Snow, Tom McNamara, Kathy Cleary, Linda Neigebauer, Bill Branigan, Cris Torp, Laura Anderson, Janet Webster, and Gary Ripka.

**Committee Members Absent:** Frank Geltner, Bill Bain, Jody George, and Kevin Greenwood.

**City Staff Present:** Community Development Director (CDD) Derrick Tokos and Executive Assistant Wanda Haney.

**Consultants Present:** Lancaster Engineering: Brian Davis, Todd Mobley, Gwen Shaw, and Heather Mobley

**Call to Order & Roll Call.** Tokos called the meeting to order in the City Hall Council Chambers at 5:36 p.m. and thanked the members for joining the kickoff session. He asked everyone to please give a brief introduction and state what they are hoping to get out of this process. Branigan, Planning Commissioner, hopes to get a resolution to the parking problems we have on the Bay Front and Nye Beach; it's a problem, particularly in peak season. Gary Ripka is a fisherman and a Bay Front business owner. Janet Webster, who lives on the Bay Front, doesn't know if it's a solvable problem; but she thinks there are some ways to make parking more accessible. Laura Anderson, a Bay Front business owner, said that she didn't have any huge expectations of this project but knows that we need some metrics to be able to do the planning process. Wendy Engler, Councilor, Nye Beach Parking District member, and small business owner, is hoping that there may be ways to get people to walk a little bit more. Sharon Snow works at one of the processing plants on the Bay Front. Tom McNamara, City Center business owner, noted that the parking in City Center isn't as much a problem as the public perception is; there's public parking, it's just getting folks to use it. Linda Neigebauer, who has property and a business in Nye Beach, hopes we will come up with more ways to manage parking. She added that there always will be a problem; when there's no longer a problem, you no longer have commerce. We just have to get our parking problem a little better managed. Kathy Cleary, a Nye Beach business owner, hopes that with all this we can come up with solutions that are friendly to everybody; but especially the locals. Her biggest fear is that we are going to do a great program to get visitors to come here; but the locals won't come if they have to pay. A lot of her customers are locals; and we want to encourage them to be our customers. Cris Torp, a Bay Front business owner, said that much like Anderson, he isn't sure that he has any real expectations. He noted that some of what the Bay Front committee has worked on hasn't been shared with the other districts. His hope is to get to see what the others are doing and how maybe we can get together.

Heather Mobley with the consultant, Lancaster Engineering, said that she will be handling the logistics of the inventory and data collection. Gwen Shaw will be assisting Brian Davis, who is the project manager. Todd Mobley, the firm's principal, noted that Brian Davis who is the project manager will be the front man on this; and Mobley's role will be to oversee the process. Davis said that he's happy to be here because their team has done a number of these so far. When you get into parking it involves spending time in a location and getting to know it really well; and they're happy that they're going to be doing that here in Newport, which is one of his favorite places to come.

Davis said that the comments made so far affirm some of their suspicions going into this. There's always going to be an issue with managing parking. He said, as was mentioned, if you have commerce, you have parking demand. It's a good thing really; but it raises issues too that they will help figure out. Every city has its own unique challenges, and they have to figure out all these little idiosyncrasies to get a well-working plan. He noted that with Newport you have to have something that works for both the locals twelve months out of the year and something that's welcoming to tourists that supports that activity and that manages this hugely intensive demand that we have in July, August, and September. When parking starts to fill up, what you typically do is add more parking; but there's a significant amount of expense in adding parking. So the question is how to do something that doesn't put an undue burden on the City for those eight months you don't have that problem; but at the same time accommodate the crush of demand we have in summer. He thinks it's important at the onset to define a vision for how parking should work. The conventional wisdom is that you should be able to park reasonably close to where you want to park any time of the day without

excessively cruising around looking for an open space. He said to whatever extent they can over the next several months, their firm will try to figure out how to get from where we are now to that ideal vision where all customers can just pull right in and park.

Webster said that she disagrees with that vision. She said it depends on what he calls close. She noted that some of the members are looking for alternative ways so it's not a parking issue; it's getting people to a place. If we keep focusing on cars, we'll have to build a parking structure on the Bay Front. The beginning of crab season, all of July and August, and during the Seafood and Wine Festival, it would be full; but most of the rest of the year it won't be used. She thinks to just keep focusing on parking is a false statement. Davis thinks she's right on in terms of having to view the system holistically. Something that has come up again and again is that we need to have more people walking; as well as maybe employees can park farther away. You also have areas that are less parked up than others; so there's better return on your investment if we can get people to park there and walk.

On his PowerPoint, Davis showed the work plan calendar, which was also provided in a handout. He explained that there are several pieces. The first two phases are the opportunity and constraints and the analysis. He said that's their opportunity to sort of tease out what will have the effect that we want to see but also what is politically possible and palatable to the committee as well as other folks in the districts. Davis thinks as we start the process for the first two phases that's where we're really going to take a deep dive and see how parking is working or how it's not, what should be the case, and what the districts want to see as mitigations that will get things closer to a vision. The first thing they are doing, and have already started on, is the phase that they called "opportunities and constraints." That will involve a lot of the consultants walking around Newport and getting an intuitive feeling for just how things are going. He's particularly interested in seeing some of the land uses that are driving this demand. On 101 is it stores that are driving demand or is it residences off 101? Those are the sorts of things they are going to be looking at. He said the big thing is talking to the committee members. He thinks that they are going to break it into three separate areas and involve as many folks as they can. Get a broad range of opinions to see what the problems are and what sorts of solutions you find palatable. Tokos added that the basic structure they were thinking about in terms of outreach and engagement with this committee is that the consultant will be working on existing conditions and doing some mapping; so getting some information together. The consultant has the background information that was provided in the RFP and has been working through that. The next round after this meeting where they would be coming out would be this opportunities and constraints discussion. This was kind of a concentrated period, say three days, where we would advertise in advance meetings in the Nye Beach, City Center, and Bay Front areas; and try to pull out the broader community of stakeholders to engage and share their thoughts on what some of the key opportunities are in the respective areas or maybe barriers to accomplishing some of the things people want to see in these areas to inform this process. We will have kind of a preliminary capital list in terms of what we have out there; inventoried parking areas and what we need in terms of maintaining those. Then we will put on the table a parking structure on the Bay Front or some sort of small parking structure in Nye Beach. Put those out there for people to provide some preliminary feedback on. This isn't a commitment to do it, but we would like to know more about it; along with sidewalk work or anything else on the pedestrian side. He thinks that's also an opportunity to poke at the transit question that the Bay Front folks have been spending some time on. Get those up and get some preliminary feedback from the community on those before moving down further into the list. Lancaster will take that and work that; and then they are going to be moving into their parking demand analysis, which is going to be the evaluation of utilization and turnover rates both during the off-peak and peak. When they complete that analysis, they would be bringing that back to this group to take a look at it, ask questions about it, potentially seek revisions to it if needed, and give them feedback on that so they can refine that piece. Tokos noted that another engagement piece with the committee would be the capital needs assessment. This is where they would be bringing back the information they collected from those stakeholder meetings with more refinement about these are really the capital needs that we think you need to be focusing on, this is what those costs would be, and here are some different suggestions for how they're funded. That would be a separate meeting where the committee could poke at it and seek changes. The final time when they would be coming back out would be the final report with recommendations and policy considerations. There will be at least four meetings with this group; then there's the opportunities and constraints, which would be the meetings in the three districts and drawing in a larger audience. He said there's certainly room for another meeting or two; but that's the general framework.

Webster said that at one parking district meeting they were talking about the study, and it was articulated that on the Bay Front they feel that the committee has a pretty good idea of opportunities and constraints. They've been looking at it for a long time. She wants to make sure that the consultants pick the committee members' brains rather than

having to call in a whole other group of people. She said they're welcome to do that, but she's not sure how big a group they'll get. With fishermen, it depends on the season. She's not saying not to do that. But, she's also on the budget committee and knows how much was budgeted for this study. There had to be some taken from the districts to do it. It's well-documented what the committees have talked about. Davis thought this was part of that process. Part of what he hopes to do is pick everyone's brain. As far as the timing of the stakeholder meetings, he thinks they have sort of a range there but nothing firm yet. Part of what they hope to take out of this meeting is when that will work for everyone; and they'll come back and start that process. Mobley said late March is where it landed on the calendar; but they definitely want to hear the committee's input.

Cleary said when those in Nye Beach go around and talk to other businesses, which they did when they first formed the district, nobody really has great solutions. They just complain. The district has been through that process of trying to get the community involved. There's nothing positive that comes out of it. The district committees have all worked really hard to get the ideas down. Neigebauer said that there's that part of that about being transparent. You need to give everybody as many opportunities as you can. Make sure they at least have an opportunity to voice their opinions. We're pretty good about doing that. We'll beat that dead horse one more time. Engler said it would be great if we can get an article in the paper. Use as many different angles as you can.

Davis said it's interesting that with parking what the data says is a good idea and what is broadly palatable politically; the overlap tends not to be big. He's pretty sure the group has an idea of what the problems are and have some really good ideas of potential solutions. Some of the times one of the really good solutions that comes up is metering, which solves a lot of parking issues, and people hate it. In order to get everything out there, he thinks it's really good to make sure everyone has an opportunity to express their opinion. He said sometimes it's useful to ask people questions in some different ways. If you ask, "Do you want to pay for parking when it's free now?" not many people will say that's great. But if you rephrase that and ask, "What's it worth to you to not have to search for parking and be able to park right in front of where you want to go; how much would you pay for that?" sometimes a lot of people will say that's worth a dollar or two an hour. He said there's almost certainly going to be the complaint session aspect of it that's not going to be terribly productive. They're not going to try to reinvent the wheel; but there are benefits of having that sort of broad outreach.

Ripka said the district had one meeting where they talked real heavily about meters on the Bay Front. He thought they were heading down that path; that they were going to do meters even on an experimental trial. Nothing happened, and that was the end of it. Mobley said one of the things they hope to get out of this is some data to look at. Like if you did install meters, what would the revenue stream look like; the costs of the meters compared to the revenue over a course of a year. Maybe people can make a more-informed decision whether that's something to try or not or identify some other potential choice. Ripka said at that particular time the district had the money in the budget to do that. Webster said when you're putting options out to people, just make sure it's a broad range of options. Mobley said it would be. This is really at the front end of our schedule so those outreach meetings and opportunities and constraints are not after they have their data that maybe they can use the data and can recommend some solutions. It's a bit more brainstorming, but also hearing some complaints too. We don't want to rule out any solutions at that point.

Engler thinks it would be good to walk around with the stakeholders too; not just looking at a map, but actually getting out there. Maybe that means meeting in the morning or on a Saturday. Mobley said part of the data collection when they measure turnover in the congested area is that they will break it into routes and walk it hourly to record license plate information. After you've done that for a while, you really feel like you know the area. Definitely being out there and walking it and entering your input at the same time is great.

Webster asked with the other studies they've done if it's been kind of a one neighborhood type of thing because here they're really doing three. Davis said they did something really similar a year ago in Portland where most of the development has been infill development. So, a lot of the historical neighborhoods where it used to be easy to park are filling up pretty quickly. That study was really pretty similar in nature in that there were five distinct areas. Each one did have its own unique problems, but there were some underlying similarities. He listed those study areas that were in Portland. Davis said when he presents the parking data, the group is probably going to think he's really boring. He is going to tell stories about land use because parking is directly correlated by what the nearby land uses are. When you have areas where the land uses are varied, you will have similar variations in term of how parking is used. Torp asked when they did the five distinct districts in Portland if they came up with one plan that was similar in all districts or were there five. Davis said that's an ongoing process. He said it's closer to one plan. The goal of that project was

to come up with something that could then be applied later to other areas in Portland as they start to fill up and run out of parking. What that's leading to is an opt-in permit system where a neighborhood can carve off a certain block radius that they want as a permit district and the city would take the cost of administering that and return all the excess revenue to the neighborhood. The neighborhood would set their own prices for the parking district. Webster asked how they assess the land use. Davis said, walk around. Webster said if you walk around Nye Beach, you'll see a lot of small houses. She asked if they're assuming those are permanent residences. Davis said you can usually tell. He said the first thing he's going to do after they do the data collection is graph the occupancy over the course of a day. Once you make that graph, you can start to say a lot about what land uses are driving it. For instance, if he's in a residential area, you will see pretty clearly a u-shaped graph where parking is the highest during the day, it's tight at night, and it's depressed in the middle. In contrast, in mixed-use you'll see something that has a camel curve; two humps. One around lunch time and one around dinner time. This is a natural thing that arises when you have a bunch of different land uses that are generating demand stacked on top of one another. The size of those two humps on the graph can also reveal a lot about what the key drivers of parking demand are. Mobley asked if Webster's question is geared more toward year-round residences or vacation rentals. Webster thinks we are seeing some major shifts in how property is being used as it turns over; particularly in the Nye Beach area where you have a rise in vacation rentals. That's a whole different use pattern, and it's a different pressure being put on Nye Beach in terms of parking. On the Bay Front it depends on what fishing season it is. Ripka said on the Bay Front on the one side it's heavy industrial fish plants, and on the other side you have curio shops. It just really depends on what the season is. When hake season or shrimp season is going on, it's heavy industrial; a lot of plant workers. There's no real hump to show; it's running around the clock. He thinks it's going to be a hard thing to study. If you do your snapshot at the wrong time, you really get the wrong idea. Davis said that's one of the key pieces of discussion they want to have tonight; when is the right time? One of the things he learned today is that even in April if it's a really nice beautiful sunny day, the parking demand is going to be more like it is in July than on a rainy day. He thinks moving forward it's going to be important to see the busiest of the busy, and it doesn't really have to be the least busy of the less busy, but it should be something indicative of what it's like the eight months out of the year where the parking is not driven by tourist traffic.

Engler said that we might have something really interesting happen when they close Highway 20 for six weeks or something. Tokos said that's a great point actually. We need to get that schedule for when they're going to be doing those closures. We need to get better information about what exactly is coming down the pipe because if there's any significant closure, that gets at the timing of this kind of stuff. Tokos said we need to get some information from the ODOT US 20 team on that.

Engler said a hot spot in our city center is with the public market, which is May through October. There's some very specific disagreements about parking there. Then we're opening a new pool at the end of the year, and our senior center needs more parking, and the city hall campus is congested. There is a parking plan, but she doesn't know if there's room for improvement. Tokos said possibly. There is a plan that he calls the failsafe plan. If we have to do it, we can put additional parking on the south side where the lawn is. He doesn't know that it's the most desirable solution; but it's a failsafe solution. He and the consultants did talk a little bit about that. They have the background information about the new aquatic facility and what that new parking layout would look like. They talked about capturing during the summer peak a weekend where we're going to get the farmers' market activity in the city center factored in. Webster said if there's an event at the rec center right now it's completely off-kilter because of the parking that is all taken up with the construction. Tokos said the aquatic facility isn't going to open until around Christmas. Mobley said that the farmers' market would show up in the data they collect for City Center; but it's not specific to the farmers' market. He knows there are a lot of issues with parking and where that might land and what its impacts are, so he will make sure that it's clear that it will be in the data. We can look at it and analyze it in that way; but it wouldn't be a targeted study where they look only at the farmers' market and decide what its impacts would be. So, it wouldn't be a comprehensive farmers' market parking study.

Webster asked when they're collecting data if they are just looking at on-street parking or at all private and public lots. Davis said for this one they will look at all of it. It depends on the area and the study needs. The good thing about doing it in Newport is that so many of the lots are public, and they can go in and see what they're doing with parking. With private lots they can observe; there are kind of two options. It sounds like several of the owners of private lots are on board with this; so they will allow them to go on and count all of the parking spaces and count all the cars, which is what they like to do. Occasionally what they have to do is stay within the public right-of-way and observe. That gives them something to work with, but it's not perfect. Tokos said for example on the Bay Front we're

going to have to do some outreach with the whole Lee Street area where we have a couple of different private lots; the one behind the Wax Museum and the one by Doodle Bugs. The first tier up is also private, and then public at the top. He said we're going to want to do outreach with those owners. He thinks they would be willing to participate; we just want to make sure they have advance notice and are not surprised.

Tokos said that there's a little bit different program for the residential areas in Nye Beach. We don't have it in the budget to have someone walk every single residential street and collect data at the same level they are like along Bay Boulevard. He asked the consultant to talk about that. Mobley said that in residential areas it would be overkill to lap those streets every hour and record turnover. You can spend a lot on labor costs. They do more of a targeted approach at the times they know residential demand is higher. They would look at the late night or early morning hours when demand is usually highest. Then they can see the difference between residential parking demand and the commercial corridors. So when you start looking at things like meters that might displace some of the parking out to the residential neighborhoods, they'll have some numbers behind that. Cleary said the way Nye Beach is set up, the residential areas are within the commercial zone. So if the resident is not parking in front of his own house, a customer probably is. She knows that there's a peak when they're coming home or going to work. But all during the day there are going to be people going shopping in the commercial district that will be parking in front of their house. She doesn't think it's going to be a standard residential outcome. They're short little streets lined with houses, and everyone parks in front of them. Heather Mobley said those will probably be looked at more from a commercial aspect. Tokos explained that he talked a little with the consultants as they all did a drive through today that those residential streets between Surf and Coast for instance would be treated like commercial; they'd walk those regularly. High Street or Hubert would be less frequent analysis. Webster wondered if the consultants have a map they could share with the Nye Beach parking district. Mobley said so far they're working off maps that were produced previously. Some of their initial tasks are mapping existing conditions. Right now to just get started they're working off the existing maps. They will have maps of each area that they can use. Tokos asked if they're thinking of having that actually for the opportunities and constraints conversation so there can be at least a piece of that conversation that can be about making sure things are dialed in right on the parking demand analysis. Mobley said he would like to get the GIS data squared away and work up their base map. He said it's interesting to see these three districts on one map, but he would like to have some of that mapping in place to inform those discussions. He said schedule-wise, they're on track for that.

Anderson asked, in terms of the deliverables, if the analysis the consultant gives us will actually have a recommendation; this is where we recommend meters go, this is how long meters could be set for, and this is a price per hour. She asked if that's part of the deliverables. She wondered what to expect. Davis said it's probably not going to be something as clean as "you should do this and this and this." It depends on what the data shows. He anticipates it will be things showing a range of possible solutions. He will try to present the data as clearly as he can. Explain what's causing the patterns that we see. Find out where it's not working, which the group probably already knows; but how badly it's not working. That will really inform things like "here's where you should meter." Anderson said what she's concerned about is that some of the studies we've reviewed said here's a recommendation that you can have meters and charge anywhere from \$0.60 to \$3 an hour, and you can meter from 30 minutes to 3 hours. She said that's not really helpful or useful information. She's not expecting it to say, "Here's your solution;" but she's hoping to get a range that is more informative than what the broadest basic common sense could say. She asked if they had a sense of what it would be. Mobley said it would be good to see those studies Anderson didn't like. He said company-wide, particularly with studies like these, they want their recommendations to be practical and approachable. Not a big metrics that's confusing where they can say they did the plan, and nothing ever becomes of the plan. Their goal is to make this practical and functional. They will try to narrow that down as much as they can and keep it informative. It might be that metering in this realm is a way to manage demand, or maybe that doesn't sit too well politically because prices are too high, so maybe it becomes more of a revenue source at a lower end. Anderson said, as Ripka had mentioned, the Bay Front district was at a point where they said let's try meters. She said the reason that didn't happen is because we said we guess we need to know the turnover of an average parking spot in July so we know how long to allow a car to stay and what to charge for it. She hopes we get something that gives us that level because she feels that as the Bay Front association we were willing to try something along these lines.

In that vein of expectations, Anderson said with the capital needs assessment she is happy to hear that the deliverables will include cost estimates. Estimating the cost of a three-story structure is probably risky business where it's probably pretty easy to estimate what the cost of ten to fifteen spaces is going to be. She wondered if that's realistic and if they are going to have an actual dollar figure estimate for each proposed change, upgrade, or project. Davis said in terms

of recommending say metering and what range of prices, that's why he wants this to be an interactive process. He said that depends on what you want. So if you want for instance your customers to be able to park in front of your store whenever they come, he will recommend something differently with the same existing conditions if someone else wants them to be able to walk a few blocks. How you price the parking is really related to two things; one is what the behavior is now and what he calls unconstrained conditions, which is a fancy way of saying all the parking is free. If you want parking available on every street, that's going to be a higher price point than wanting to make sure we can accommodate them somewhere in Nye Beach. What we decide to do in terms of the meter, and what we decide to do in terms of pricing off-street parking will probably heavily inform what kind of capital needs there are. If there's some way to meet some of the demand on the Bay Front with transit by having people park farther away and having a way for them to walk to the Bay Front or have transit there, that's going to be a different outcome in terms of whether you need a garage in the middle of the Bay Front or not. Tokos thinks it would be helpful with the opportunities and constraints if Lancaster could start to frame that to get that information from folks that they need. To Anderson's point, Tokos said we are prepared to help inform them on the capital side in terms of working with costs. He expects cost estimates out of this. He said Public Works and Community Development will be working to get the consultant the information that they need to get those estimates. But we fully expect that when you get to the capital needs assessment piece meeting that there are going to be some different options in there, but they will be priced. At the end of the day there will have to be some policy decisions made by folks as to which of those avenues to pursue or prioritize. But there will be enough concrete information there that you can make an informed choice. Anderson said that's important to her. People are coming to the Bay Front committee to get some of the money they had. Before they give away all this money, she would really like to see a list that has "this is what it would take to do that" to at least consider it.

Anderson asked, when Davis said transit possibility, is that something that could potentially be included as a project in the parking study because that's something the Bay Front has talked a lot about in terms of finding ways to move people during those peak seasons. Davis said he's not sure with the transit piece what they would do there; but certainly that is going to drastically affect their parking projections moving forward depending what happens with the transit piece and what shape it's in and how much is invested in it. They will be looking into that. Tokos said we will need to get some costs as part of that. That would be a piece of the capital conversation. Tokos shared the map that the district put together. He needs to reach back out to get a little better understanding of the latest concept that they had as part of that. He has the map; but because he didn't participate in the last conversation about that, he doesn't know what the full context is. He would like to get that to the consultants. Torp said that he hasn't got the figures from Mid-Columbia. He wondered if he should get those now and send them to Tokos. Tokos said if Torp could kick those to him, and he could send them back out to the group to make sure he understands it correctly and then can send it back to the consultants. Torp said he, Webster, and Anderson had a sort of ad hoc meeting in late October where they discussed having Mid-Columbia or whoever else be the entity. It would be a simple loop basically from the Port down to Hurbert Street, down to Nye Beach to Coast Street, and up through the Boulevard or whatever. Basically about a five- to six-mile loop. They were looking at a pilot project. They wanted to run July and August. Cleary said that's been done a few years ago. Torp said the hotel association and Lincoln County Transit had a system. Neigebauer said it didn't start as that, it was just the Bay Front to Nye Beach; that was all, and it was free. It was supported through grant money that Transit got; and they are willing to do something like that. Torp said that the figures they got from Transit at one time was \$90 thousand. Neigebauer said it's not that much. Webster said that's what they quoted us. Neigebauer said that Lincoln County Transit has buses that have bike racks on them, all handicap accessible, they are decent seats to sit in, they can accommodate car seats; all the things you need for all the rules. They do all the drug and alcohol testing, and they do all the training. You pay for all of that, and it's available; you have a contract, and they are there. She said we had that service that ran every day of the week for a period of time; then it was Saturdays and Sundays only for a period of time. Now we have a loop that runs seven days, nine hours a day, and goes to every single neighborhood in the area; though you have to wait an hour to get from one place to another. By adding one more bus, you go ahead and adjust your loop back and forth, and folks can still take that bus back to their hotel or do whatever they have to do. She said the system is already there, and they are very agreeable. Webster thought what Torp is saying is that they have been looking, and when they talked to Transit two years ago, given the current structure, it was pretty costly. Neigebauer said she will find out some more information. Torp said it was a pretty aggressive schedule. Anderson said that one thing she realized was that there's an issue with employees parking. At one point in the summer she had 25 people clocked in, and they were all parked down on the Bay Front somewhere. During shift change, it could be even twice that. That's when they started initially just thinking about moving employees. She's sure that Rogue and Mo's has similar numbers of employees; and there's smaller employers, too. She's thinking of three employers that probably have 80 parking spot needs just for people going to work. That

was part of the district's bigger discussion; and when their employees get off work, their safety is important, and all of that.

Webster said as we get down to the end of this process, Lancaster presents findings to stakeholders, which she assumes is this committee, then the final draft report goes to the City, and you get feedback from the City. Her question was who the customer is here; is it the City of Newport, which she considers to be administration, or is it the parking districts? Who's going to be making decisions on this? Tokos thinks there is room for recommendations coming out of the parking districts. He thinks there's room for recommendations from the Planning Commission. At the end of the day, for example if a decision is made to put meters in a portion of the City's rights-of-way that will come to the City Council. He expects that they would want to be informed by the parking districts and the Planning Commission before they make the call as to which direction they want to go. Ripka agreed that they're going to want a recommendation from the parking districts.

Mobley wanted to hear a little more about timing. He said right now their goal is to have a snapshot of how it looks over the course of a year; so to have peak demands and off-peak demands. He said schedule-wise and budget-wise, they are somewhat limited. Their current plan is to look at April conditions and July and August as peak and off-peak, but not the bottom of the curve. They can use things like room tax data and traffic count data to estimate the bottom of the curve. He said Ripka's point is good about how they choose those snapshots. Ripka asked how many snapshots they want to do. Mobley said they're still in the process of working out the logistics of how many people they will need and how many Saturdays it would take to gather all of their Saturday data. A couple of weeks probably. Ripka asked, a couple of weeks of just one snapshot, or a couple of different snapshots? Mobley said say that April weekend data might cover two weekends. Davis said another point to consider is what day they should be out there doing it. He said for peak of the peak, they should probably be out there on a Saturday. So a Saturday in August or July they will do their peak study because it's super-busy. It sounds like they likely would need two or three Saturdays to get in everything they need for the peak. He thinks the peak part is pretty easy; they look at Saturdays in the summer. They will work with the committee to pick the best busy Saturdays. He said the big question for him is this off-peak; what is he trying to figure out. It's really how parking is functioning in average everyday conditions; there's some tourist demand, but not a ton. He wondered when a good time is to look at that; is the best time a Saturday in April or a Thursday in May. Ripka said that a Saturday in April is a mix; it depends on the weather. For the fishing side of it, shrimp season starts so there's a lot of long-term parking. If the weather's good and it's the start of shrimp season, there will be a lot of cars; but if the weather's bad, there's probably not many there. Mobley asked when the boats are out, how long are they out. Webster said it depends on what they're fishing. Ripka said if they're shrimping, they're probably gone for four or five days. Webster said with shrimp, they're also processing too. You have shifts at the plants that start early in the morning with multiple shifts. Snow said they don't do shrimp; so June through the middle of October they're operating 24 hours a day. They have about 150 employees working 12-hour shifts. So they're coming in at 6:00 in the morning and leaving at 6:00 at night or in at 6:00 at night and leave at 6:00 in the morning. They take up a whole lot of spots. Ripka noted that there's also another processing plant, and they are running at least two shifts. Tokos asked Snow what it looks like right now in terms of their operations or going into April. Snow said right now they probably have about ten cars per day Monday through Friday. Come June, they'll have probably about 25 cars per day seven days a week. Tokos said if the consultant picks say some Saturday or sometime in April will that pick them on a slow time. Snow said that they don't run on Saturdays now; but Pacific Seafood will run on the weekend. Tokos asked if it's important that Lancaster look at the same days for peak and off-peak for their analysis; so if they're looking at a Saturday for peak, it would be the same for off-peak. Do you want to keep them the same? To maintain that consistency Mobley thinks so. Tokos asked, so some April Saturday would be representative of an off-peak condition generally. Ripka said not necessarily because you have shrimp season going on. That's not representative of off-peak; that's a pretty heavy time. One processing plant is running full-bore. Webster said it will be off-peak for visitors, though. Ripka said before spring break. Anderson said the main week of spring break this year is right before their anticipated data collection timeframe. It's the last week of March this year. There's probably more spring break traffic that will continue to occur the first week of April, but it's not the peak. Heather Mobley said that spring break for Clark County in Washington is the first full week in April. There's one week in between those two major spring break weeks. That week is sort of out just because it hits on both sides. Anderson said her restaurant on the Bay Front is probably a pretty good indicator; and they will see an uptake for spring break and then by mid-April they'll hit another lull until mid-May. The last two weeks of April are kind of a lull from the visitation standpoint, but not from the fishing activity standpoint.

Ripka said that November would be an off-time. Cleary said it's so weather-driven. Even in July, if it's really hot in the valley, people are coming over here to cool down. If it's pretty nice in the valley, they're staying there to enjoy it. So even though July is their first busy month, it may not be. In June last year, they were busier than in July. June was so hot that they came over, but it was pretty nice in the valley in July so they stayed home. Because it's so weather-driven, it's really hard to predict. She said if you're only doing Saturdays, you're looking at the visitors. If you look at mid-week, you will look at the locals. Davis wondered if maybe they should do a weekday for off-peak. It's not essential for them to see the lowest demand period because if we're trying to figure out how to manage parking demand and no one is parked, it's really not a problem. As he understands it we still have some parking congestion even now when it's really not very busy. He wants to see the parking during those problem times even though it's not the worst, especially if it's a problem of a different character than what they will see in July or August. He's starting to think in that case it does make sense when they do data collection in April to have it be a weekday as one thing to look at and then try to come down on a Saturday when we are getting hammered and look at that. That's where he can really start to tell us what kind of strategies start to accomplish things. Tokos thinks it will be important to try to convey what conditions were when you were doing the analysis. At least early on in the discussions, people are going to want to know what the conditions were. He said if Davis can get the dates out, he's happy to send them out to everybody to see if they have any major issues with them. Mobley said they can get those dates penciled in. They are kind of looking preliminarily at those two weekends in April following the Washington spring break and before Oregon; the 16<sup>th</sup> and the 23<sup>rd</sup> are those two Saturdays. Heather Mobley said if it's rainy, that would be even better.

Webster said that one thing on the Bay Front has to do with traffic. She wondered if they are doing traffic counts. She's thinking about truck traffic in particular because that's a different type of parking. Tokos said traffic counts is not a part of this study. Webster said they have pretty massive truck traffic down there, and that changes the flow. With deliveries, they have parking in the street. Tokos said he could certainly talk to Public Works to see if they would be amenable to getting a traffic counter down there. Webster didn't know if that would help. Tokos said that will just give general traffic counts; not just trucks. Webster said it's just another thing to consider. Mobley said they have seen in other places where early in the morning when other traffic's busy some trucks will park where it's convenient to load and unload. He expects that there's a lot of that activity on the Bay Front.

Davis said the data they collect will be imperfect, and there's not a ton to do about that. That's exactly what he wants to see; sort of a snapshot of how parking is working. It may not be the most typical day, but we'll see a snapshot; and it will be good enough to really start to get at some of the issues that are driving parking, especially when we compliment that with our peak things. He said there will be things that show up; and there's nothing to do about that. We will get enough of a picture that we can really start to get at some management strategies. That's why he's thinking to do the Saturday in peak season and then a weekday preferably where we're getting some level of fishing activity even if it's not the highest and do what it's like on the typical weekday. He thinks once we pair those two together, that's where we can really get to some answers in terms of how to manage that. He asked if that makes sense. There was general agreement with that.

Anderson had a question on the project list under financial strategies where "gap analysis" is listed; she said that's not defining itself to her and asked what that covers. Davis said when we get to capital needs there's how much it costs, and presumably there's going to be some revenue from that. He assumes if you're going to build a \$10 million parking garage, you're going to need to charge for parking. So, how do we project how that's going to recoup in parking over the next ten years? That can be difficult. So, you might have a situation where you have a \$10 million parking garage, and you know how to come up with \$4 million. That remaining \$6 million is the funding gap, and how do we fill that gap? Do you do a bond? Do you try to find grant money somewhere?

Snow wondered how strictly the City is going to enforce tickets for parking violations. Say a meter runs out, they get a ticket, but because they're from out of town they just leave and don't pay the ticket. Does the City actually try to chase people down? She sees the potential for that happening. Tokos said that's a conversation that's not been had yet; but it needs to be. He said the role for parking enforcement would change for the City with meters. Enforcement would pay for itself through tickets. We're not looking at meters subsidizing additional enforcement. What you get from those parking tickets would cover that enforcement. How that is performed would need to be adjusted, but that conversation hasn't been had yet. McNamara asked if parking enforcement isn't twelve months a year; and Tokos said he believes it is, but it's scaled slightly. They bring in some additional resources in the summer. It's intentionally not every day because they don't have the resources to do that; so they stagger it. Webster thought that she recalled

in the conversation the Bay Front committee had with them that they said they do more in the peak season and then back it off the rest of the year.

Davis said that something a couple of cities are doing, and one thing to look at just to have a more positive interaction with customers, is not ticketing at all and instead do graduated meter rates; \$0.50 for the first hour, \$1 for the second, and \$2 for the third. A lot of times, if your goal is less to raise revenue than just to manage parking and make sure your customers have parking available for as long as they need to park and come in and patronize your business, you could do those graduated rates too. That's something they will put on the table when he offers recommendations. Webster said something we need on the Bay Front is that long-term parking because we have the charter businesses as well as the fishermen. Tokos said that permit parking will be something we want to at least explore, particularly in the context of the Bay Front on the east end and the Port. Davis said as we transition to the opportunities and constraints piece this is the sort of information that he needs this group to convey to him; "I need this sort of special parking for this purpose here." In the case of the Bay Front on the touristy side of it, you're going to want probably heavy turnover and a lot of availability. Then as it transitions into more of the fishery-based part of it, that's going to be a whole other management strategy. He thinks there's probably a lot of nuance there that the committee will want to convey to him as we go into the more-detailed study. Ripka said that east end's going to have to have permanent parking for the fishermen. Tokos said that needs to be vetted. We need to get Kevin Greenwood into that so that the Port can have some discussion about its roles and responsibilities related to the permit program.

Davis said that something they're doing in northwest Portland is either meters or permits. If you're coming in from out of town going to the commercial strips, you park and feed the meter. Where if you're a local resident or business owner, you apply for a permit and pay the annual fee and are exempt from having to feed the meter. Tokos said that's a good point because that gets at something that Nye Beach has been doing. He sent the information about their existing permit structure to Davis, and that's something we need to discuss; how that is adjusted and works moving forward. He said maybe that would be something that fits into Nye Beach where we have some homes that have no alternative but to park on the street. We don't want to put those people in a position where they have to feed meters. We have to come up with a solution on that; and maybe that is continuing that permit program in some capacity moving forward. Davis said for Newport where there's a big tourist demand, that's a model that we might want to look at more broadly in a couple of districts; maybe in all three. He said it sounds to him like you're not particularly looking to raise a lot of revenue from the people who live here and the people who come here every day. It's just sort of a revenue stream, but also just a management strategy for when things get really crazy in the tourist season. So, that's probably a tool that we could really look at to improve things; that sort of opt-out of the meter by paying an annual fee for a permit.

One thing that Tokos wanted to talk to the group about is that all three districts will be expiring this year. His advice would be to take an ordinance to the City Council extending each of the districts one fiscal year so that this process can conclude. He says that because our expectation is that this process will include a recommendation whether or not a business license surcharge should be assessed to businesses to generate some funds and whether that should continue on an ongoing basis or cease. He thinks it would be awkward to allow these to expire. It ceases for one year and then a recommendation comes out and you want to reinstate it, and that would cause business owners to get a little upset. He asked if that seemed to make sense. Tokos will do the ordinance work, he just wanted to make sure he had a chance to talk to the districts about it. He said it seems to him to be the logical thing to do. That way, it will extend us one year, and then this process will be completed in time to inform whether or not that should be something that continues or not. Webster wondered if it shouldn't be a two-year extension because by the time we take recommendations and come up with solutions, she thinks we'd be up against the same thing. Tokos said that's a good point. He appreciates that.

Cleary said that she was really impressed that on the Bay Front they got enough agreement that they were ready to start trying meters. Tokos thought that one positive that will come out of this is if the policy choice is ultimately made to do meters, there will be information in here for what the money will be used for. He thinks that's a big piece of that. There will be an opportunity for policy-makers to make a conscientious choice that they want to do this and this is what the money will be used for. Webster said if we start generating money there then maybe we could fund doing that shuttle. She said we'll need it because of the TV show, there will be so many people coming to the Bay Front. Ripka said that's a possibility. They've talked about that with the Port. They already have some people coming on the docks taking pictures of the boats just from internet releases. He honestly thinks if this show goes at all, we will see a lot of people on that end of the Bay Front. They already have problems with that in Seattle. They had a problem

in Toledo where they were working on one of the boats. He's a little concerned and has talked to the Port about possible problems with that; with tourists coming to that end of the Bay Front where there's already a limited amount of parking for fishermen. He said this could be a problem down the road.

Davis said he would like to be in touch with the members when we launch into the stakeholder interviews in this next phase. He thinks a lot of the members obviously have a lot of information that he needs to hear and to know about as we move forward. He would love to get the tour and walk the neighborhoods and that sort of thing. Webster asked how firm the dates are. Davis said he didn't think they're that firm yet. Mobley said he would take those dates to mean the end of March. They can follow up. Davis said they will be in touch with Tokos. Tokos asked Davis to do that as quickly as they can so he can get that passed along to the group so they can pencil that schedule in.

Webster wondered if signage is anything the consultant looks at. Davis said they will certainly address that. Engler asked when they would like to get the different documentation they have. In Nye Beach, they've been working on this for years. They've counted all the parking spaces and have all the background information. She didn't know if he wanted that information, but if so when does she provide that; as soon as possible or when they are coming to the stakeholder meeting. Davis said if he can get that beforehand he will look at it before then. Tokos said to forward it to him and he will be happy to make sure Davis receives it.

Having no further business, the meeting adjourned at 7:02 p.m.

Respectfully submitted,

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Wanda Haney  
Executive Assistant

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## NOTICE OF PUBLIC HEARING

### PROPOSED 24-MONTH EXTENSION TO THE BAYFRONT COMMERCIAL PARKING DISTRICT

Date: June 20, 2016

Time: 6:00 pm or soon thereafter

Location: City Hall Council Chambers (169 SW Coast Highway, Newport)

Issue Before the Council: Consideration of an ordinance that would extend the Bayfront Commercial Parking District for a period of 24-months. This would allow the business license surcharge established with Ordinance No. 2020 to be collected for the 2016/2017 and 2017/2018 fiscal years. No change is proposed to the amount of the business license surcharge fee. The current business license surcharge is \$150 for businesses with fewer than 5 employees, \$300 for businesses with 5 to 20 employees, and \$600 for businesses with more than 20 employees. The surcharge is reduced by \$100 for businesses that provide off-street parking for their customers. The Port of Newport contributes \$6,000 a year on behalf of commercial fishing interests under an Intergovernmental Agreement with the City of Newport.

Background: At the request of area business owners the City Council adopted Ordinance No. 2020 establishing the Bayfront Commercial Parking District to generate funding to pay for parking system improvements. The Parking District is an economic improvement district, funded through a business license surcharge, and was authorized for a 5-year period beginning October 19, 2011.

Many of the businesses along the Bayfront rely upon public parking assets to meet their parking needs. There is no dedicated source of funding to maintain or enhance these facilities. The Bayfront Commercial Parking District was put in place as an alternative to a program that allowed developers to pay a fee in lieu of providing new off-street parking spaces to address the impacts attributed to their projects. That program proved to be unwieldy and has been discontinued. Without a parking district of some sort or a payment in lieu option, new development or redevelopment along the Bayfront would be restricted to those projects that can provide the parking they need outside of the public rights-of-way.

A citizen advisory committee provides oversight regarding the use of parking district funds. They support the 24-month extension as it will provide sufficient time for a parking study to be performed to establish whether or not the parking district should continue in its current form or whether an alternative approach should be pursued to address the area's parking needs.

As an affected business owner, please accept this notice as an invitation to testify in favor or opposition to the proposal. Comments provided in writing prior to the hearing should be directed to the City of Newport Community Development Department (contact information below). You are also welcome to testify in person at the hearing.

Additional Information: For further information or questions, please contact Derrick Tokos, Community Development Director, City of Newport, at 541-574-0626 or [d.tokos@newportoregon.gov](mailto:d.tokos@newportoregon.gov).

ASIATICO SUSHI BAR INC  
875 SW BAY BLVD  
NEWPORT OR 97365

BAY STREET GALLERY  
859 SW BAY BLVD  
NEWPORT OR 97365

REPUBLIC OF CANDY  
855 SW BAY BLVD  
NEWPORT OR 97365

PIER 839 RESTAURANT & BAR  
839 SW BAY BLVD  
NEWPORT OR 97365

OCEAN BEAUTY SEAFOOD  
813 SW BAY BLVD  
NEWPORT OR 97365

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PACIFIC SEAFOOD  
755 SW BAY BLVD  
NEWPORT OR 97365 *PO Box 1230*

LATTA'S  
669 SW BAY BLVD  
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OZONE ART GALLERY  
669 SW BAY BLVD  
NEWPORT OR 97365

MO'S ANNEX  
657 SW BAY BLVD  
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NEWPORT TRADEWINDS  
653 SW BAY BLVD  
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PACIFIC SHRIMP CO  
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POINT ADAMS PACKING CO  
411 SW BAY BLVD  
NEWPORT OR 97365 *PO Box 1230*

HALLMARK FISHERIES  
367 SW BAY BLVD  
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345 SW BAY BLVD  
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CAPT REEL DEEP SEA FISHING  
343 SW BAY BLVD  
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BAYSCAPES GALLERY & COFFEE  
HOUSE  
333 SW BAY BLVD  
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267 SW BAY BLVD  
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PACIFIC SHRIMP  
209 SW BAY BLVD  
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SMUGGLER'S COVE RESORT  
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LINCOLN COUNTY HISTORICAL SOCIETY  
PACIFIC MARITIME & HERITAGE CENTER  
333 SE BAY BLVD  
NEWPORT OR 97365 *545 SW 9th St*

LOCAL OCEAN SEAFOOD  
213 SE BAY BLVD  
NEWPORT OR 97365

SCHIEWE MARINE SUPPLY  
103 SE BAY BLVD  
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SAIL INN CAFÉ  
134 SE BAY BLVD  
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THE COFFEE HOUSE  
156 SW BAY BLVD  
NEWPORT OR 97365

MARINER ENTERPRISES  
250 SW BAY BLVD  
NEWPORT OR 97365

RIPLEY'S BELIEVE IT OR NOT  
250 SW BAY BLVD  
NEWPORT OR 97365

THE WAX WORKS  
250 SW BAY BLVD  
NEWPORT OR 97365

DOODLE BUGS  
334 SW BAY BLVD  
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MADE IN OREGON  
342 SW BAY BLVD  
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WRIGHT & ASSOC  
342 SW BAY BLVD  
NEWPORT OR 97365 *PO Box 7*

BOHEMIAN CANDLE  
342 SW BAY BLVD #H  
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SEAVIEW HOMES  
342 SW BAY BLVD #G  
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KNOTTY & NICE FOREVER  
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410 SW BAY BLVD  
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NORTHWEST KITCHENS  
420 SW BAY BLVD  
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RIPLEY'S PROPERTY  
444 SW BAY BLVD  
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I & I DISPENSARY  
452 SW BAY BLVD  
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LIGHTHOUSE LOFT  
456 SW BAY BLVD  
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11531 SE Cedar St  
South Beach 97366

JAMBO'S  
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NEWPORT OR 97365

ROUND TRIP CLOTHING  
602 SW BAY BLVD  
NEWPORT OR 97365

BAY HAVEN INN  
608 SW BAY BLVD  
NEWPORT OR 97365

OLD BAY FRONT BAZAAR  
618 SW BAY BLVD  
NEWPORT OR 97365

MO'S ENTERPRISES  
622 SW BAY BLVD  
NEWPORT OR 97365

MO'S 628 BAY LLC  
628 SW BAY BLVD  
NEWPORT OR 97365

2 KIDS CANDY STORE  
640 SW BAY BLVD  
NEWPORT OR 97365

BAY MARKET  
644 SW BAY BLVD  
NEWPORT OR 97365

ROGUE ALES  
746 SW BAY BLVD  
NEWPORT OR 97365

OCEAN BLUE @ GINO'S  
808 SW BAY BLVD  
NEWPORT OR 97365

WOOD GALLERY  
818 SW BAY BLVD  
NEWPORT OR 97365

APOLLO'S  
836 SW BAY BLVD  
NEWPORT OR 97365

SHARK'S SEAFOOD BAR & STEAMER  
852 SW BAY BLVD  
NEWPORT OR 97365

FORINASH GALLERY  
856 SW BAY BLVD  
NEWPORT OR 97365

NEWPORT BAY CANDLES  
424 SW BAY BLVD  
NEWPORT OR 97365

BREACH THE MOON  
434 SW BAY BLVD  
NEWPORT OR 97365

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FRONT STREET MARINE LLC  
SEAWATER SEAFOOD CO  
761 SW BAY BLVD  
NEWPORT OR 97365

FRONT STREET MARINE  
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146 SW BAY BLVD  
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<http://newportoregon.gov>

mombetsu, japan, sister city

## NOTICE OF PUBLIC HEARING

### PROPOSED 24-MONTH EXTENSION TO THE CITY CENTER COMMERCIAL PARKING DISTRICT

Date: June 20, 2016

Time: 6:00 pm or soon thereafter

Location: City Hall Council Chambers (169 SW Coast Highway, Newport)

Issue Before the Council: Consideration of an ordinance that would extend the City Center Commercial Parking District for a period of 24-months. This would allow the business license surcharge established with Ordinance No. 2009 to be collected for the 2016/2017 and 2017/2018 fiscal years. No change is proposed to the amount of the business license surcharge fee. The current business license surcharge is \$35 per business license.

Background: At the request of area business owners the City Council adopted Ordinance No. 2009 establishing the City Center Commercial Parking District to generate funding to pay for parking system improvements. The Parking District is an economic improvement district, funded through a business license surcharge, and was authorized for a 5-year period beginning January 5, 2011.

Many of the businesses in City Center rely upon public parking assets to meet their parking needs. There is no dedicated source of funding to maintain or enhance these facilities. The City Center Commercial Parking District was put in place as an alternative to a program that allowed developers to pay a fee in lieu of providing new off-street parking spaces to address the impacts attributed to their projects. That program proved to be unwieldy and has been discontinued. Without a parking district of some sort or a payment in lieu option, new development or redevelopment in City Center would be restricted to those projects that can provide the parking they need outside of the public rights-of-way.

A citizen advisory committee provides oversight regarding the use of parking district funds. They support the 24-month extension as it will provide sufficient time for a parking study to be performed to establish whether or not the parking district should continue in its current form or whether an alternative approach should be pursued to address the area's parking needs.

As an affected business owner, please accept this notice as an invitation to testify in favor or opposition to the proposal. Comments provided in writing prior to the hearing should be directed to the City of Newport Community Development Department (contact information below). You are also welcome to testify in person at the hearing.

Additional Information: For further information or questions, please contact Derrick Tokos, Community Development Director, City of Newport, at 541-574-0626 or [d.tokos@newportoregon.gov](mailto:d.tokos@newportoregon.gov).

GREATER NEWPORT CHAMBER OF  
COMMERCE  
555 SW COAST HWY  
NEWPORT OR 97365

NATIONAL GUARD ARMORY  
541 SW COAST HWY  
NEWPORT OR 97365

LCSD  
PO BOX 1110  
NEWPORT OR 97365

THE ARK  
453 SW COAST HWY  
NEWPORT OR 97365

SHAWNA'S  
445 SW COAST HWY  
NEWPORT OR 97365

**\*\*UNDELIVERABLE\*\***  
VOLTA DELI  
433 SW COAST HWY  
NEWPORT OR 97365

*PO Box 122*

RIPTIDE  
437 SW COAST HWY  
NEWPORT OR 97365

SEA SERPENT SALOON  
443 SW COAST HWY  
NEWPORT OR 97365

RED LOTUS  
425 SW COAST HWY  
NEWPORT OR 97365

THE KITE CO  
407 SW COAST HWY  
NEWPORT OR 97365

PHOTO RUN PLUS  
355 SW COAST HWY  
NEWPORT OR 97365

CARPET GALLERY  
345 SW COAST HWY  
NEWPORT OR 97365

NEW 4 YOU  
337 SW COAST HWY  
NEWPORT OR 97365

NEWPORT HEAT SOURCE  
333 SW COAST HWY  
NEWPORT OR 97365

PAUL SCHBIG CPA  
307 SW COAST HWY  
NEWPORT OR 97365

CARVER CHEVRON STATION  
143 SW COAST HWY  
NEWPORT OR 97365

FLIPIN CHICKEN  
34 S COAST HWY  
NEWPORT OR 97365

BANK OF THE CASCADES  
10 S COAST HWY  
NEWPORT OR 97365

NAPA  
34 S COAST HWY  
NEWPORT OR 97365

DOLLAR TREE  
44 S COAST HWY  
NEWPORT OR 97365

BIG 5 SPORTING GOODS  
116 SW COAST HWY  
NEWPORT OR 97365

NOSTALGIA ESTATE SALES  
120 SW COAST HWY  
NEWPORT OR 97365

BARTON & STREVER  
214 SW COAST HWY  
NEWPORT OR 97365

PAWN SHOP  
224 SW COAST HWY  
NEWPORT OR 97365

BANK OF THE WEST  
248 SW COAST HWY  
NEWPORT OR 97365

WESTERN TITLE  
255 SW COAST HWY  
NEWPORT OR 97365

LEGAL AID  
304 SW COAST HWY  
NEWPORT OR 97365

UP THE STAIRS  
306 SW COAST HWY  
NEWPORT OR 97365

**\*\*UNDELIVERABLE\*\***  
RED CROSS  
308 SW COAST HWY  
NEWPORT OR 97365

*Gaby Teague  
13978 SE 131st Ave  
Clackamas OR  
97015*

**\*\*UNDELIVERABLE\*\***  
NEWPORT CLEANER  
310 SW COAST HWY  
NEWPORT OR 97365

*?*

TU TIENDA  
312 SW COAST HWY  
NEWPORT OR 97365

MUSIC STORE  
320 SW COAST HWY  
NEWPORT OR 97365

MAZATLAN  
404 SW COAST HWY  
NEWPORT OR 97365

BIER ONE  
424 SW COAST HWY  
NEWPORT OR 97365

OCEAN PULSE  
428 SW COAST HWY  
NEWPORT OR 97365

SALON ETHOS  
434 SW COAST HWY  
NEWPORT OR 97365

MOBY DICKS  
448 SW COAST HWY  
NEWPORT OR 97365

COLUMBIA BANK  
506 SW COAST HWY  
NEWPORT OR 97365

YUMMY BOWL  
554 SW COAST HWY  
NEWPORT OR 97365

NEWPORT CITY CENTER  
538 SW COAST HWY  
NEWPORT OR 97365

DAYS INN  
544 SW COAST HWY  
NEWPORT OR 97365

RECONNECT COUNSELING  
547 SW 7<sup>TH</sup> ST  
NEWPORT OR 97365

OLCC  
715 SW FALL ST #A  
NEWPORT OR 97365

PIG 'n PANCAKE  
810 SW ALDER ST  
NEWPORT OR 97365

KNPT RADIO STATION  
906 SW ALDER ST  
NEWPORT OR 97365

QWEST  
926 SW ALDER ST  
NEWPORT OR 97365

CALVARY BAPTIST CHURCH  
903 SW ALDER ST  
NEWPORT OR 97365

PACIFIC ACUPUNTURE  
714 SW HURBERT ST  
NEWPORT OR 97365

HAIR'S THE THING  
715 SW HURBERT ST #B  
NEWPORT OR 97365

LORI SCHIEWE INSURANCE  
715 SW HURBERT ST #C  
NEWPORT OR 97365

**\*\*UNDELIVERABLE\*\***  
STONE CREST CELLARS  
715 SW HURBERT ST #D  
NEWPORT OR 97365  
9556 S  
Coast Hwy  
South Beach  
97366

RAGS TO RICHES  
724 SW HURBERT ST  
NEWPORT OR 97365

**\*\*UNDELIVERABLE\*\***  
AHA COASTAL FIRST AID  
720 SW HURBERT ST  
NEWPORT OR 97365

LIGHTHOUSE VINEYARD  
704 SW HURBERT ST  
NEWPORT OR 97365

UPTOWN  
636 SW HURBERT ST  
NEWPORT OR 97365

PACIFIC COAST PLUMBING  
630 SW HURBERT ST  
NEWPORT OR 97365

**\*\*undeliverable\*\***  
DANIEL TAYLOR LAW  
626 SW HURBERT ST  
NEWPORT OR 97365  
PO Box 1667  
Newport OR  
97365

VAN BLOCKLAN  
625 SW HURBERT ST  
NEWPORT OR 97365

OUDERKIRK  
615 SW HURBERT  
NEWPORT OR 97365

JONAN'S  
614 SW HURBERT ST  
NEWPORT OR 97365

**\*\*UNDELIVERABLE\*\*** ?  
 CRESTVIEW APARTMENTS  
 612 SW HURBERT ST #A  
 NEWPORT OR 97365

**\*\*UNDELIVERABLE\*\*** ?  
 CRESTVIEW APARTMENTS  
 612 SW HURBERT ST #B  
 NEWPORT OR 97365

CRESTVIEW APARTMENTS  
 612 SW HURBERT ST #C  
 NEWPORT OR 97365

HAIR LOVE  
 611 SW HURBERT ST  
 NEWPORT OR 97365

MCCARTHY PROFESSIONAL BLDG  
 605 SW HURBERT ST  
 NEWPORT OR 97365

NEWPORT BOOK CENTER  
 823 SW HURBERT ST  
 NEWPORT OR 97365

WAARVICK & WAARVICK  
 924 SW HURBERT ST  
 NEWPORT OR 97365

BRETT B HULET DMD  
 1001 SW HURBERT ST  
 NEWPORT OR 97365

JNR COMPUTERS  
 822 SW LEE ST  
 NEWPORT OR 97365

ANIMAL HOUSE  
 828 SW LEE ST  
 NEWPORT OR 97365

NW RADIATOR & OCEAN UNITY  
 834 SW LEE ST  
 NEWPORT OR 97365

SYLDON INC  
 906 SW ANGLE ST  
 NEWPORT OR 97365

STATE FARM INSURANCE  
 313 SW 2<sup>ND</sup> ST  
 NEWPORT OR 97365

DENNIS BARTOLDUS  
 LAW OFFICE  
 380 SW 2<sup>ND</sup> ST  
 NEWPORT OR 97365

CLAIRE BARTON  
 334 SW 7<sup>TH</sup> ST #A  
 NEWPORT OR 97365

WAVES & MORE  
 344 SW 7<sup>TH</sup> ST #A  
 NEWPORT OR 97365

**\*\*undeliverable\*\*** ?  
 POTTER'S HOUSE  
 333 SW 7<sup>TH</sup> ST  
 NEWPORT OR 97365

TRUMAN CENTER  
 351 SW 7<sup>TH</sup> ST  
 NEWPORT OR 97365

BURROW HOUSE  
 515 SW 9<sup>TH</sup> ST  
 NEWPORT OR 97365

STITCHIN POST  
 517 SW 9<sup>TH</sup> ST  
 NEWPORT OR 97365

MASONIC LODGE  
 535 SW 9<sup>TH</sup> ST  
 NEWPORT OR 97365

LA ROCA  
 352 SW 9<sup>TH</sup> ST  
 NEWPORT OR 97365

ST STEPHENS CHURCH  
 414 SW 9<sup>TH</sup> ST  
 NEWPORT OR 97365

LA MAISON  
 315 SW 9<sup>TH</sup> ST  
 NEWPORT OR 97365

9<sup>TH</sup> STREET GALLERY & LOFT  
 217 SW 9<sup>TH</sup> ST  
 NEWPORT OR 97365

HAIR EXPRESSIONS  
 357 SW 10<sup>TH</sup> ST  
 NEWPORT OR 97365

KATHLEEN ORR  
 419 SW 10<sup>TH</sup> ST  
 NEWPORT OR 97365

**\*\*undeliverable\*\***  
 DESERT SPRING SPA Newport Pacific Corp  
 422 SW 10<sup>TH</sup> ST  
 NEWPORT OR 97365

OCEANA  
 159 SE 2<sup>ND</sup> ST  
 NEWPORT OR 97365

STUDIO 43  
 145 SE 2<sup>ND</sup> ST  
 NEWPORT OR 97365

ART 101 OF NEWPORT  
124 SE 1<sup>ST</sup> ST  
NEWPORT OR 97365

SUNSET TECH  
126 SE 1<sup>ST</sup> ST  
NEWPORT OR 97365

WES' TRADING POST  
136 SE 1<sup>ST</sup> ST  
NEWPORT OR 97365

HABITAT FOR HUMANITY  
133 SE 1<sup>ST</sup> ST  
NEWPORT OR 97365

YBPM  
146 SE 1<sup>ST</sup> ST  
NEWPORT OR 97365

ALAN REYNOLDSON  
148 SE 1<sup>ST</sup> ST  
NEWPORT OR 97365

**\*\*undeliverable\*\***  
**B & F ELECTRONIC**  
158 SE 1<sup>ST</sup> ST  
NEWPORT OR 97365

*Oceana Co-op*  
*159 SE 2nd St*  
*Newport OR 97365*

PHAGAN'S  
158 SE BENTON ST  
NEWPORT OR 97365

EAGLES LODGE  
106 E OLIVE ST  
NEWPORT OR 97365

CITY OF NEWPORT  
169 SW COAST HWY  
NEWPORT, OREGON 97365

COAST GUARD CITY, USA



phone: 541.574.0629  
fax: 541.574.0644  
<http://newportoregon.gov>

mombetsu, japan, sister city

## NOTICE OF PUBLIC HEARING

### PROPOSED 24-MONTH EXTENSION TO THE NYE BEACH COMMERCIAL PARKING DISTRICT

Date: June 20, 2016

Time: 6:00 pm or soon thereafter

Location: City Hall Council Chambers (169 SW Coast Highway, Newport)

Issue Before the Council: Consideration of an ordinance that would extend the Nye Beach Commercial Parking District for a period of 24-months. This would allow the business license surcharge established with Ordinance No. 1993 to be collected for the 2016/2017 and 2017/2018 fiscal years. No change is proposed to the amount of the business license surcharge fee. The current business license surcharge is \$250 for businesses that do not provide off-street parking, \$150 for businesses that provide 1-3 off-street spaces, and \$100 for businesses that provide more than 3 off-street spaces.

Background: At the request of area business owners the City Council adopted Ordinance No. 1993 establishing the Nye Beach Commercial Parking District to generate funding to pay for parking system improvements. The Parking District is an economic improvement district, funded through a business license surcharge, and was authorized for a 5-year period beginning July 1, 2010. The District was extended for an additional year, with Ordinance No. 2078, so that it was in sync with the effective dates of the Bayfront and City Center Parking Districts and is set to expire on June 30, 2016.

Many of the businesses in Nye Beach rely upon public parking assets to meet their parking needs. There is no dedicated source of funding to maintain or enhance these facilities. The Nye Beach Commercial Parking District was put in place as an alternative to a program that allowed developers to pay a fee in lieu of providing new off-street parking spaces to address the impacts attributed to their projects. That program proved to be unwieldy and has been discontinued. Without a parking district of some sort or a payment in lieu option, development in Nye Beach would be restricted to those projects that can provide the parking they need outside of the public rights-of-way.

A citizen advisory committee provides oversight regarding the use of parking district funds. They support the 24-month extension as it will provide sufficient time for a parking study to be performed to establish whether or not the parking district should continue in its current form or whether an alternative approach should be pursued to address the area's parking needs.

As an affected business owner, please accept this notice as an invitation to testify in favor or opposition to the proposal. Comments provided in writing prior to the hearing should be directed to the City of Newport Community Development Department (contact information below). You are also welcome to testify in person at the hearing.

Additional Information: For further information or questions, please contact Derrick Tokos, Community Development Director, City of Newport, at 541-574-0626 or [d.tokos@newportoregon.gov](mailto:d.tokos@newportoregon.gov).

PANACHE  
614 W OLIVE ST  
NEWPORT OR 97365

NYE COTTAGE BEADS  
208 NW COAST ST  
NEWPORT OR 97365

TU TU TU  
222 NW COAST ST #B  
NEWPORT OR 97365

PANINI  
222 NW COAST ST  
NEWPORT OR 97365

JOVI'S  
232 NW COAST ST  
NEWPORT OR 97365

FOR ARTSAKE  
258 NW COAST ST  
NEWPORT OR 97365

NANA'S IRISH KITCHEN & PUB  
613 SW 3<sup>RD</sup> ST  
NEWPORT OR 97365

EARTHBOUND BEAUTY  
613 NW 3<sup>RD</sup> ST  
NEWPORT OR 97365

MANOOSH  
310 SW 3<sup>RD</sup> ST  
NEWPORT OR 97365

SJ CUSTOM JEWELERS  
316 NW COAST ST  
NEWPORT OR 97365

NYE BEACH SWEETS LLC  
314 NW COAST ST  
NEWPORT OR 97365

NYE BEACH CAFÉ  
526 NW COAST ST #B  
NEWPORT OR 97365

SORRELLA  
526 NW COAST ST  
NEWPORT OR 97365

BJ ICE CREAM  
501 NW COAST ST  
NEWPORT OR 97365

AMPERSAND  
501 NW COAST ST  
NEWPORT OR 97365

OREGON COAST PROPERTIES  
415 NW COAST ST  
NEWPORT OR 97365

CAFÉ STEPHANIE  
411 NW COAST ST  
NEWPORT OR 97365

TOUJOURS BOUTIQUE  
704 NW BEACH DR  
NEWPORT OR 97365

QUEEN OF HEARTS  
708 NW BEACH DR  
NEWPORT OR 97365

BOOK ON BEACH  
861 NW BEACH DR  
NEWPORT OR 97365

TEA PARTY  
861 NW BEACH DR  
NEWPORT OR 97365

THE SANDBAR  
722 NW BEACH DR  
NEWPORT OR 97365

CHOWDER BOWL  
742 NW BEACH DR  
NEWPORT OR 97365

PEELERS PUFFIN  
742 NW BEACH DR  
NEWPORT OR 97365

YAQUINA ART ASSN  
839 NW BEACH DR  
NEWPORT OR 97365

VISUAL ARTS CENTER  
777 SW BEACH DR  
NEWPORT OR 97365

**\*\*undeliverable\*\***  
ILLINGSWORTHS BY THE SEA  
255 NW COAST ST  
NEWPORT OR 97365  
*735 NW Beach Dr*

CARL'S  
715 NW BEACH DR  
NEWPORT OR 97365

THE DAPPER FROG  
701 NW BEACH DR  
NEWPORT OR 97365

CHARISMA GIFTS  
325 NW COAST ST  
NEWPORT OR 97365

COASTAL BREEZE  
305 NW COAST ST  
NEWPORT OR 97365

NYE BEACH WINE CELLAR  
255 NW COAST ST  
NEWPORT OR 97365

NYE BEACH BOOKHOUSE  
727 NW 3<sup>RD</sup> ST  
NEWPORT OR 97365

INFINITY BEACH SALON  
741 NW 3<sup>RD</sup> ST #B  
NEWPORT OR 97365

APRIL'S  
749 NW 3<sup>RD</sup> ST  
NEWPORT OR 97365

SYLVIA BEACH HOTEL  
267 NW CLIFF ST  
NEWPORT OR 97365

THINGS RICH & STRANGE  
255 NW COAST ST  
NEWPORT OR 97365

CAFÉ MUNDO  
711 NW 2<sup>ND</sup> CT  
NEWPORT OR 97365

GRAND VICTORIAN  
105 NW COAST ST  
NEWPORT OR 97365

NYE BEACH ARCHWAY PL  
325 NW COAST ST  
NEWPORT OR 97365

OREGON BEACH VACATION AT THE  
SHORE  
622 NW 3<sup>RD</sup> ST  
NEWPORT OR 97365

NYE BEACH HOLISTIC  
861 NW BEACH DR #A  
NEWPORT OR 97365

LATTELABD 360  
881 NW BEACH DR #A  
NEWPORT OR 97365

KINGS BARGER SHOP  
881 NW BEACH DR #B  
NEWPORT OR 97365

## CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: June 20, 2016

### Agenda Item:

### **From the League of Oregon Cities - Approval of Legislative Priorities**

#### Background:

On Monday, June 20 at noon, the City Council will discuss the approval of legislative priorities as requested by the League of Oregon Cities. I have asked city staff to prioritize these issues for the Council information as well. Following the work session, we will determine the top priorities of the Council and present those for approval and submission to the League of Oregon Cities at the regular City Council meeting Monday night.

#### Recommended Action:

I recommend the City Council consider the following motion:

**I move submittal of the legislative priorities to the League of Oregon Cities as identified by the City Council.**

#### Fiscal Effects:

None.

#### Alternatives:

None recommended.

Respectfully Submitted,

Spencer R. Nebel



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

June 6, 2016

Dear Chief Administrative Official:

For the past three months, eight policy committees have been working to identify and propose specific actions as part of the League's effort to develop a pro-active legislative agenda for the 2017 session. They have identified 29 legislative objectives as set forth in the enclosed ballot and legislative recommendation materials. These objectives span a variety of issues and differ in the potential resources required to seek their achievement. Therefore, it is desirable to prioritize them in order to ensure that efforts are focused where they are most needed.

Each city is being asked to review the recommendations of the policy committees and provide input to the LOC Board of Directors as it prepares to adopt the League's 2017 legislative agenda. After your city council has had the opportunity to review the 29 proposals and discuss them with your staff, please return the enclosed ballot indicating the top four issues that your city council would like to see the League focus on in the 2017 session. **The deadline for response is July 22, 2016.** The board of directors will then review the results of this survey of member cities, along with the recommendations of the policy committees, and determine the League's 2017 legislative agenda.

Your city's participation and input will assist the board in creating a focused set of specific legislative targets that reflect the issues of greatest importance to cities. Thank you for your involvement, and thanks to those among you who gave many hours of time and expertise in developing these proposals.

Do not hesitate to contact me or Craig Honeyman, Legislative Director, with questions.

Sincerely,

Michael J. McCauley  
Executive Director

## INSTRUCTIONS

1. Each city should submit one form that reflects the consensus opinion of its city council on the **top four** legislative priorities for 2017.
2. Simply place an **X** in the space to the left of the city's top four legislative proposals (last pages of the packet).
3. The top four do not need to be prioritized.
4. Return by **July 22<sup>nd</sup>** via mail, fax or e-mail to:

Paul Aljets  
League of Oregon Cities  
1201 Court St. NE, Suite 200  
Salem, OR 97301  
Fax – (503) 399-4863  
[paljets@orcities.org](mailto:paljets@orcities.org)

**Thank you for your participation.**

City of: \_\_\_\_\_

Please mark **4** boxes with an **X** that reflect the top 4 issues that your city recommends be the priorities for the League's 2017 legislative agenda.

## Legislation

<b>Community Development</b>	
A. Needed Housing Assistance Program	<input type="checkbox"/>
B. Natural Hazard Land Use Reform	<input type="checkbox"/>
C. DOGAMI Disaster Mapping	<input type="checkbox"/>
D. Floodplain Technical Assistance	<input type="checkbox"/>
<b>Energy</b>	
E. Green Energy Technology Requirement	<input type="checkbox"/>
F. Funding Public Energy Projects	<input type="checkbox"/>
G. Updates to Oregon Energy Code	<input type="checkbox"/>
<b>Finance and Taxation</b>	
H. Property Tax Reform - Market Value / Local Control	<input type="checkbox"/>
I. Property Tax Reform - Fairness and Equity	<input type="checkbox"/>
J. Local Lodging Tax	<input type="checkbox"/>
K. Nonprofit Property Tax Exemption	<input type="checkbox"/>
L. Marijuana and Vaping Taxes	<input type="checkbox"/>
<b>General Government</b>	
M. Restore Recreational Immunity	<input type="checkbox"/>
N. Increase Local Liquor Fees	<input type="checkbox"/>
O. Marijuana Legalization Implementation	<input type="checkbox"/>
P. Mental Health Investments	<input type="checkbox"/>
Q. Qualification Based Selection	<input type="checkbox"/>
<b>Human Resources</b>	
R. Subsidy for Retiree Health Insurance Repeal	<input type="checkbox"/>
S. PERS Reform	<input type="checkbox"/>
T. Arbitration Reform	<input type="checkbox"/>
U. Veterans Preference Clarifications	<input type="checkbox"/>
<b>Telecommunications</b>	
V. Rights of Way	<input type="checkbox"/>
W. Franchise Fees	<input type="checkbox"/>
X. 9-1-1 Emergency Communications	<input type="checkbox"/>
Y. Technology Funding	<input type="checkbox"/>
<b>Transportation</b>	
Z. Transportation Funding and Policy Package	<input type="checkbox"/>
<b>Water/Wastewater</b>	
AA. Funding Water System Resilience	<input type="checkbox"/>
BB. Enhanced Prescription Drug Take-Back	<input type="checkbox"/>
CC. Water Supply Development Fund	<input type="checkbox"/>

# Community Development

Legislation	Background
<p><b>A. <u>Needed Housing Assistance Program</u></b></p> <p>Create state grants and technical assistance to cities working to develop housing development programs directed at new or innovative means of providing housing solutions for low-income or senior populations.</p>	<p>Cities are looking for new ways to serve the needs of a variety of people needing housing options and putting more resources toward housing projects. However, there is a need for state resources and assistance in implementing these programs. Funds that cities could access could be used to assist in land purchases for leasing for long-term low income housing, incentives for creating single story housing for seniors, tiny housing development, and planned developments that serve a range of incomes. Technical assistance to other cities should help a city determine what programs or planning options are available tools to help cities reach the goals set in the comprehensive plan.</p>
<p><b>B. <u>Natural Hazard Land Use Reform</u></b></p> <p>Create process for communities to move the UGB from an identified hazard area to resource lands and planning for replacing significant urban areas lost after a natural disaster.</p>	<p>As science has better located some hazards areas and as regulations impact the expected development of other areas, cities need to find ways to respond more efficiently to address long-term planning for development. This requires a simplification of the process for changing the location of development, including adding new areas to the UGB, to account for lost development capacity. There also needs to be a streamlined process for a city to identify areas of new development should a disaster remove a large portion of the buildable land supply if a disaster should strike.</p>
<p><b>C. <u>DOGAMI Disaster Mapping</u></b></p> <p>Increase funding for DOGAMI to complete comprehensive disaster mapping of cities, including landslide and floodplain risk identification, and natural hazard related evacuation planning for additional potential risks such as tsunami or wildfire inundation.</p>	<p>The Oregon Department of Geology and Mineral Industries (DOGAMI) provides a number of technical resources to cities to identify hazards that could impact development. The department is also an integral partner in creating plans for the emergency response for many disasters that could occur in the state. Increasing funds for comprehensive maps will help with long-term planning for hazard mitigation, resilience, and survival.</p>
<p><b>D. <u>Floodplain Technical Assistance</u></b></p> <p>Provide DLCD funding for technical assistance to cities implementing required changes to floodplain development management practices from FEMA.</p>	<p>Because of the recent release of the Biological Opinion from the National Oceanic and Atmospheric Administration Fisheries Service related to the National Flood Insurance Program's potential to impact endangered species, there is a need for cities to receive significant assistance in implementing any changes required by the Federal Emergency Management Agency. As the federal process moves forward, the state must provide resources to help cities update comprehensive plans and development codes. This issue will have a number of impacts and assistance in the form of model codes, staff resources, grants, and other expertise will be necessary for cities trying to implement any changes or additional work.</p>

# Energy

Legislation	Background
<p data-bbox="107 201 594 268"><b><u>E. Changes to 1.5 Percent Green Energy Technology Requirement</u></b></p> <p data-bbox="107 306 669 478"><b>Advance legislation to statutorily modify the existing “1.5 percent green energy technology for public buildings” requirement to allow for alternative investment options such as offsite solar or community solar projects.</b></p>	<p data-bbox="716 201 1481 445">Oregon statute currently requires public contracting agencies to invest 1.5% of the total contract price for new construction or major renovation of certain public buildings on solar or geothermal technology. The requirement allows for offsite technology, but only if the energy is directly transmitted back to the public building site and is more cost-effective than onsite installation.</p> <p data-bbox="716 483 1503 835">Removing the requirement that an offsite project be directly connected to the public building project could result in increased flexibility for local governments to invest in solar projects that are more cost-effective and provide for increased solar energy generation. In addition, the League will work to allow 1.5 percent funds to be invested in alternative projects that provide a greater economic or social return on investment. As an example, a city could use the funds on a community solar project to benefit low-income residents rather than being required to invest in solar generation at the site of the public building project.</p>
<p data-bbox="107 877 558 911"><b><u>F. Funding for Public Energy Projects</u></b></p> <p data-bbox="107 949 675 1121"><b>Support enhanced incentives for public energy projects including grants for technical assistance, feasibility studies and resource recovery projects for energy and fuel generation.</b></p>	<p data-bbox="716 877 1500 1549">There are programs that exist in Oregon for the purpose of incentivizing energy projects including renewable energy generation, alternative fuel vehicles, and energy efficiency. Programs such as the Business Energy Tax Credit (BETC), which was discontinued in 2014, and the State Energy Loan Program have been important tools for incentivizing energy projects for local governments. However, as a result of scrutiny over the administration of these incentives including private loan defaults, these programs are either no longer available, such is the case with the BETC program, or are at risk of being discontinued. It is critical for municipalities to have ongoing access to incentive opportunities as energy projects can be difficult to pencil-out and even more difficult for smaller communities to finance. The state of Oregon should take into consideration that loans for public energy projects, including cities, are lower-risk and should not be penalized in light of recent scrutiny. In addition, investments in these projects often result in environmental, social and economic benefits including long-term savings for taxpayers and reductions in greenhouse gas emissions.</p> <p data-bbox="716 1587 1481 1864">The League will work to enhance funding, including grants for technical assistance and feasibility studies for communities that currently do not have access to resources. The League will also advocate for incentives for energy and fuel generation projects. Examples of projects that warrant funding incentives include methane capture for fuel or energy generation, investments in community solar projects, renewable energy generation, and energy efficiency improvements.</p>

## Energy (Continued)

Legislation	Background
<p data-bbox="103 233 704 268"><b>G. <u>Require Updates to Oregon Energy Code</u></b></p> <p data-bbox="103 304 704 510"><b>Require the Oregon Building Codes Division (BCD) to engage in more frequent review of the state’s energy code to reduce greenhouse gas reductions and ensure that Oregonians can more affordably and efficiently heat their homes and businesses.</b></p>	<p data-bbox="704 233 1528 800">Oregon’s statewide energy code for commercial and residential buildings is an important tool for achieving greenhouse gas reductions through decreased energy consumption while helping to ensure that Oregonians are able to more efficiently and affordably heat their homes and businesses. Federal law requires each state to certify that their state energy code is equivalent to federal model energy codes. While Oregon was once a leader in energy code adoption and implementation, the state is now in a position of falling behind the federal code. This is due, in large part, to a decision made by the Oregon Building Codes Division in 2013 which changed the code cycle from a three-year update to a six-year update. Major code changes, including adoption of national codes, will now occur every six years with minor changes occurring every three years. This change will impact Oregon’s ability to keep pace with federal standards and new technologies in energy efficiency.</p> <p data-bbox="704 835 1528 1297">The League will work to support efforts to align new construction building codes with the state’s climate goal timelines. In addition, the League will support efforts to establish a periodic review schedule to ensure that Oregon more frequently updates the state energy code in order to reflect federal code requirements. Also, the League will encourage the state to set specific targets for increased energy efficiency in residential and commercial building construction with specific goals for increasing energy efficiency standards for affordable housing projects and increasing use of net-zero and passive house building requirements. Finally, the League will work to require BCD to make regular reports back to the legislature to update on energy code implementation and goals.</p>

# Finance and Tax

Legislation	Background
<p><b>H. <u>Property Tax Reform – Market Value / Local Control</u></b></p> <p><b>A legislative constitutional referral to reform the property tax system:</b></p> <ul style="list-style-type: none"> <li><b>a) to achieve equity, transitions to a market based property tax valuation system; and</b></li> <li><b>b) to restore choice, allows local voters to adopt tax levies and establish tax rates outside of current constitutional limits in their taxing jurisdictions.</b></li> </ul>	<p>Property taxes are regulated largely by Measure 5 (1990) and Measure 50 (1997), as provided in the Oregon Constitution. Measure 50 established a new method for assessing property, discounting the assessment at 10 percent of the real market value and calling this assessed value. Assessed value is capped at an annual growth limit of 3 percent. As a state total, due to the limits and market changes, the gap between real market value and assessed value has now grown to nearly 25 percent over the past 20 years. This gap varies widely on a property by property basis, creating considerable property tax inequities for properties that sell for similar prices in a city. In short, Oregon property taxes have become disassociated from real market value and the result is considerable inequity.</p> <p>For FY 2014-15, 60 percent of cities, 97 percent of counties, and 89 percent of school districts had some compression. This means that the Measure 5 caps of \$5 per \$1000 for education and \$10 per \$1000 for general government on real market value have been exceeded in most taxing jurisdictions. The caps are over 25 years old and were set low as voters were anticipating a sales tax to be coupled with it. Voters can no longer vote for the services they desire due to these caps. With looming PERS costs increases, paying for services with the present restrictions will become very difficult in some cities.</p>
<p><b>I. <u>Property Tax Reform – Fairness and Equity</u></b></p> <p><b>A bill that pursues statutory modifications to the existing property tax system that enhances the fairness and adequacy of the current system.</b></p>	<p>There are some adjustments to the property tax process and calculations that can be done statutorily. These include altering the changed property ratio statute and the statutory discount given to property owners who pay their taxes by November 15<sup>th</sup>. New property is added to the tax rolls using a county-wide ratio (assessed value to real market value) for determining the discount to apply to the real market value and that could be changed statutorily to a city-wide ratio in taxing districts who elect the change.</p>

## Finance and Tax (Continued)

Legislation	Background
<p data-bbox="102 199 370 231"><b>J. <u>Local Lodging Tax</u></b></p> <p data-bbox="102 268 690 300"><b>A lodging tax bill, the outcome of which, would:</b></p> <ul data-bbox="154 338 743 688" style="list-style-type: none"><li data-bbox="154 338 743 478"><b>a) Provide jurisdictions greater flexibility to spend local lodging tax revenue to plan for and provide services and infrastructure related to tourism;</b></li><li data-bbox="154 485 743 625"><b>b) Reduce or eliminate the required reimbursement charge that a lodging tax collector is allowed to retain for filing a local lodging tax return; and</b></li><li data-bbox="154 632 743 688"><b>c) Improve efficiency and collection of local lodging taxes in cooperation with the state.</b></li></ul>	<p data-bbox="797 199 1549 724">State law restricts how local lodging tax revenues may be expended. Post 2003, any new taxes or any tax increase requires a 70 percent revenue dedication to tourism promotion or tourism-related facilities. In addition, state statute provides that cities may not lower the actual percentage of lodging tax revenues that were dedicated to tourism prior to 2003. This means that cities have varied percentages of restricted local lodging taxes revenues. These numbers are arbitrary as they were set based on circumstances in 2003 that have often greatly changed. In addition, the legislative history shows that the legislature intended to provide some revenue flexibility and provide that certain infrastructure (roads, sewer lines, etc.) would qualify as tourism-related but the statutes need revision and clarification.</p> <p data-bbox="797 766 1549 1144">State law requires local governments to provide a 5 percent collector reimbursement charge if they impose a new lodging tax or tax increase after January 1, 2001. This is a deduction from the taxes that would otherwise be due. The state also provides a 5 percent collector reimbursement charge for state lodging taxes. In addition, local governments that had a reimbursement charge, must continue it. Thus, cities have very different reimbursement requirements—some are at zero, others are at 5 percent, and some are in between. When coupled with the state deduction, the deduction seems too generous.</p> <p data-bbox="797 1186 1549 1543">The Oregon Department of Revenue now collects state lodging taxes throughout the state and could collect and enforce local lodging taxes at the same time if given statutory authority. Local governments could then enter into voluntary agreements with the state to delegate the collection. This option could make collection much more efficient and cost-effective for some local governments. In addition, cities continue to struggle with collections and auditing, particularly from online companies and private home rentals (through Airbnb, etc.) and this area of the law could be improved.</p>

## Finance and Tax (Continued)

Legislation	Background
<p><b>K. <u>Nonprofit Property Tax Exemption</u></b></p> <p><b>Clarify and reform the statutory property tax exemption provided to nonprofit entities to address cost-benefit concerns for the continued full exemption in light of cost of city services provided to nonprofits and the changing services and business models of some nonprofit entity types.</b></p>	<p>Nonprofit organizations that are charitable, literary, benevolent or scientific are provided a property tax exemption that will cost more than \$194 million in the 2015-17 biennium. In addition, exemptions for the property of nonprofit religious organizations costs more than \$113 million for the biennium. For many cities, much of the city is exempt from property taxes due to the public property exemption and these nonprofit exemptions. This includes hospitals, nursing homes, etc.</p> <p>The Legislature has formed a work group to look at the nonprofit property tax exemption issue as the nature and number of nonprofits is changing and the administration of the exemption has become complex for county tax assessors. Nonprofit entities require significant services, including transportation, water, sewer, police, fire, etc. Thus, the legislature is looking at property taxes more as a service tax and considering how the full exemption could be adjusted to have nonprofits pay for their fair share of costs of services or otherwise meet a benefit test for continuing an exemption.</p>
<p><b>L. <u>Marijuana and Vaping Taxes</u></b></p> <p><b>Defend against restrictions and preemptions regarding local marijuana and vaping taxes and advocate for appropriate state shared revenue levels and distribution formulas for state marijuana taxes and potential vaping taxes.</b></p>	<p>There are no revenue use restrictions on local marijuana taxes, but the local marijuana tax rate is capped at 3 percent. There are no restrictions on local governments imposing a vaping tax. The state has not imposed a tax on vaping products to date but is considering a tax. Often when the state imposes a tax (for example, cigarette or liquor), the state preempts local governments from also imposing a tax.</p> <p>10 percent of state marijuana taxes will be distributed to cities after state administrative costs. Distributions will be made per capita for revenues received prior to July 1, 2017. After July 1, they will be distributed based on the number of the various marijuana licenses issued in a city. Cities that prohibit establishments for recreational marijuana producers, processors, wholesalers or retailers will receive no state shared revenue. Likewise, cities that prohibit a medical marijuana grow site or facility will receive no state shared revenue.</p>

# General Government

Legislation	Background
<p><b>M. <u>Restore Recreational Immunity</u></b></p> <p><b>Cities should enjoy protection from unreasonable litigation when offering recreational opportunities to the public.</b></p>	<p>ORS 105.682 grants that a land owner is not liable for any personal injury, death or property damage that arises out of the use of their land for recreational purposes as long as no fee is charged in order to access that property. This statute allows cities to operate parks and trails without fear of lawsuit.</p> <p>However, in the recently decided Oregon Supreme Court case, <i>Johnson v Gibson</i>, It was held that even though the landowner may be immune from liability, their employees are not. As a result, two employees of the City of Portland were found liable for injuries sustained by a jogger in a park, employees who are indemnified by their employer.</p> <p>The practical effect of this ruling is that the immunity previously enjoyed by cities that allowed for robust park development have been eroded to the point of being non-existent. This priority directs LOC staff to seek to amend the ORS 105.682 to restore that immunity.</p>
<p><b>N. <u>Increase Local Liquor Fees</u></b></p> <p><b>Cities play an important role in the review and investigation of liquor license applicants and should be able to recoup costs associated with that role.</b></p>	<p>ORS 471.166 allows cities to adopt fees that are “reasonable and necessary to pay expenses” associated the review and investigation of liquor license applicants. However, the same statute limits the amounts of those fees to between \$25 and \$100 depending on the license or approval being sought by the applicant.</p> <p>This priority is to pursue changes to this statute that allow cities to recoup the actual costs associated with performing their role in the liquor licensing process and allowing for periodic increases.</p>

## General Government (Continued)

Legislation	Background
<p><b><u>O. Continue Marijuana Legalization Implementation</u></b></p> <p><b>Allow for civil enforcement of marijuana laws. Ensure equitable distribution of marijuana shared revenues. Eliminate limitations on shared revenue use.</b></p>	<p>One of the promises made by marijuana legalization advocates is that illicit sales and production of marijuana would shift into a legalized and regulated market. This has occurred to a large extent but many producers and retailers continue to seek the financial benefits or participation in the marijuana industry while avoiding the inconvenience of its regulatory framework. This priority seeks legislation that gives the Oregon Liquor Control Commission (OLCC) the same civil and administrative authority to prevent unlicensed sales and production of marijuana as it has in regards to liquor.</p> <p>Beginning in 2017, state shared revenue from marijuana will be distributed to cities based in the number of OLCC licensed commercial marijuana entities exist in their jurisdiction. This priority is to alter that arrangement so that is it distributed on a per capita basis to ensure equitable distribution among cities that are incurring costs.</p> <p>Measure 91 required that money distributed by the state to cities be used exclusively for costs associated with marijuana legalization. Tracking a dollar though a city's general fund and determining if a service was related to marijuana is inefficient if not impossible, and is not imposed for the receipt of liquor revenue. This priority is to advocate for legislation that removes this burden.</p>
<p><b><u>P. Protect Mental Health Investments Made in 2015</u></b></p> <p><b>Oregon made significant and strategic investments in protecting and caring for the mentally ill in 2015 that should be maintained.</b></p>	<p>The Legislature increased access to mental health care and expanded existing, proven programs designed to de-escalate police contacts with the mentally ill. Those programs could be vulnerable in a difficult budget environment made challenging by increased PERS rates.</p> <p>This priority is defensive in nature and seeks to preserve investments that are improving the lives of mentally ill Oregonians.</p>
<p><b><u>Q. Remove Qualification Based Selection Mandate</u></b></p> <p><b>Cities should be allowed to consider cost when making initial contract award decisions when hiring architects and engineers.</b></p>	<p>Cities are currently required to use a procurement method that prevents the consideration of cost when contracting with architects and engineers for public improvements. Instead, cities must base their initial selection for these services based solely on qualifications and can only negotiate the price after an initial selection is made.</p> <p>This mandate is not a cost effective means for procuring services and is poor stewardship of the public's dollars. This priority is to seek the removal of this mandate.</p>

# Human Resources

Legislation	Background
<p><b>R. <u>Repeal Requirement to Subsidize Retiree Health Insurance</u></b></p> <p><b>Public employers should not subsidize the health insurance of former employees when reasonable, cost competitive options exist.</b></p>	<p>ORS 243.303 mandates that local governments provide retirees with access to health insurance and requires that they be placed in the same risk pool as active employees. As retirees are approximately 2.5 times more expensive to insure than active employees this mandate results in employers and current employees subsidizing the health insurance costs of former employees. This subsidization, according to the Government Accounting Standards Board, must be shown on an audit as long term liability, thus creating an inaccurate perception of a city's financial condition. Further, this requirement could be described as anachronistic as individuals are now able to purchase health insurance under the Affordable Care Act.</p> <p>This priority is to eliminate ORS 243.303 from Oregon's laws.</p>
<p><b>S. <u>PERS Reform</u></b></p> <p><b>PERS benefits should be adjusted where legally allowable and investments should be maximized to ensure a sustainable and adequate pension system.</b></p>	<p>The PERS unfunded liability stands at \$22 billion and employer rates are anticipated to approach 30 percent of payroll in the coming biennium. Rates are expected to remain at that level for the next twenty years. This is not sustainable.</p> <p>This priority is to seek any equitable changes to benefits that will reduce employer rates while not pursuing options that are legally tenuous or counterproductive. Additionally, changes are to be sought to the investment portfolio that will maximize returns through improved risk management and efficiencies.</p>

## Human Resources (Continued)

Legislation	Background
<p><b>T. <u>Arbitration Changes</u></b></p> <p><b>Public employers should have greater influence over the disciplining of their employees.</b></p>	<p>Currently under the Public Employee Collective Bargaining Act, contested employee discipline matters must be submitted to an outside arbitrator for adjudication. Decisions by arbitrators are binding unless the conduct was a violation of public policy as defined by the state, there was serious criminal conduct or an egregious inappropriate use of force.</p> <p>This priority is to seek the following changes to the statute:</p> <ul style="list-style-type: none"><li>• Arbitrator decisions should also comply with local policies;</li><li>• Decisions should comply with policies related to any inappropriate use of force a;</li><li>• Arbitrator decisions should recognize all criminal misconduct related to employment not just “serious”;</li><li>• Employer disciplinary decisions as it regards employees who are supervisors as defined by the EEOC and BOLI should be given more weight.</li></ul>
<p><b>U. <u>Veterans Preference Clarifications</u></b></p> <p><b>Requirements that veterans be given preference in public sector hiring should be clear and unambiguous for the benefit of veterans and employers.</b></p>	<p>The State of Oregon requires and the League agrees that honorably discharged veterans deserve special consideration in public sector hiring. However, statutes describing how this is to be accomplished are unclear and ambiguous. Vague statutes do not serve the interests of employers or veterans.</p> <p>This priority seeks a clear definition of “preference” in the statute, ensure that recently separated veterans receive the consideration necessary for them to successfully enter the workforce and establishes clarity as to when the preference is to be applied.</p>

# Telecommunications, Cable & Broadband

Legislation	Background
<p><b>V. <u>Rights of Way</u></b></p> <p><b>Oppose legislation that preempts local authority to manage public rights-of-way and receive compensation for their use.</b></p>	<p>In its commitment to the protection of Home Rule and local control, the League consistently opposes restrictions on the rights of cities to manage their own affairs. From time to time, in the context of franchise fee and rights-of-way management authority discussions, proposals to restriction to this authority arise. These include a statewide franchise policy and revenue collection system as well as limiting the ability of cities to charge fees of other government entities. This is contrary to local government management authority, the ability to enter into agreements with service providers either by agreement/contract or ordinance and to derive revenues from business fees charged to users of public rights-of-way.</p>
<p><b>W. <u>Franchise Fees</u></b></p> <p><b>To ensure market fairness and equity, prepare legislation for possible introduction repealing ORS 221.515 (HB 2455 -7 in 2013, and HB 2172 in 2015) to remove franchise fee rate and revenue restrictions which currently apply to incumbent local exchange carriers but not to competitive local exchange carriers.</b></p>	<p>Oregon statute currently contains a discrepancy between how cities collect franchise fees from incumbent local exchange carriers (ILECs) and competitive local exchange carriers (CLECs). ORS 221.515 limits cities collecting franchise fees from ILECs to a maximum of 7 percent of revenues derived from dial-up services, which represents only a portion of ILEC total revenues due to the addition of a broader array of customer services. There is no such rate cap or revenue restriction on CLECs, hence the discrepancy. In the past the League has worked with CLECs to “level the playing field.” Repeal of ORS 221.515 would accomplish that.</p>
<p><b>X. <u>9-1-1 Emergency Communications</u></b></p> <p><b>Support legislation enhancing the effectiveness of the state’s emergency communications system through an increase in the 9-1-1 tax and/or a prohibition of legislative “sweeps” from accounts managed by the Oregon Office of Emergency Management.</b></p>	<p>The League worked with other stakeholder groups in 2013 to extend the sunset date on the statewide 9-1-1 emergency communications tax to January 1, 2022 (HB 3317). In 2014, the League also worked to pass legislation including prepaid cellular devices and services under the 9-1-1 tax (HB 4055). As concerns mount with regard to disaster preparedness and recovery and as new upgrades to communications technology becomes available, it is apparent that state and local governments do not have the resources necessary to address challenges or take advantage of opportunities. Additional funding is needed and the practice of periodically sweeping funds out of the state’s emergency management account for other uses should cease. It is worthy of note that the practice of “sweeps” disqualifies the state from receiving federal funds for emergency communications. It is unknown how many federal dollars have been foregone as a result of this policy.</p>

# Telecommunications, Cable & Broadband (Continued)

Legislation	Background
<p><b>Y. <u>Technology Funding</u></b></p> <p><b>Seek additional funding to assist for cities in:</b></p> <ul style="list-style-type: none"> <li>• <b>Increasing high speed broadband deployment and close the digital divide.</b></li> <li>• <b>Purchasing upgraded emergency management communications equipment.</b></li> <li>• <b>Providing local match money for federal funding programs, such as high speed broadband deployment.</b></li> </ul>	<p>The deployment of broadband throughout the state of Oregon is critical to economic development, education, health and the ability of citizens to link with their governments. Additional funding, from various sources, including the state and federal government, needs to be allocated for this purpose. The need becomes even more acute when consideration is given to the certainty of a major seismic event. Often federal assistance comes with the requirement of a state or local match which is problematical for cities. A state mechanism for providing matching fund assistance would be helpful to those communities seeking to take control of their broadband destiny.</p>

# Transportation

## Legislation

### Z. Comprehensive, Multi-modal Transportation Funding and Policy Package

The League of Oregon Cities proposes that transportation infrastructure be raised to the same level of importance as other utilities, and be funded at a level capable of maintaining appropriate standards of operation and service. Therefore, the League will help draft and advocate for a comprehensive, inter-modal and statewide transportation funding and policy package that:

1. Provides a significant increase in resources available for the preservation and maintenance of city streets by:
  - Substantially increasing the state gas tax and licensing and registration fees.
  - Indexing the state gas tax.
  - Continuing efforts to identify and implement alternative funding mechanisms (VMT, tolling, public-private partnerships, etc.).
  - Disaster resilience and seismic upgrades for all transportation modes.
  - The completion of transportation projects begun but not yet completed due to lack of funding or changes in funding criteria.
  - Providing additional funding for voluntary jurisdictional transfer.
  - Funding transportation enhancements such as bike-ped facilities.
  - Increasing funding for the statutory Special City Allotment program while maintaining the 50%-50% ODOT/city split.
  - Repealing the referral requirement (2009 Jobs and Transportation Act) on cities seeking to create/increase local gas tax.
  
2. Addresses statewide needs relating to intermodal transportation through:
  - Additional funding for transit operations and capital projects.
  - Additional funding for freight rail capital projects and operations (*ConnectOregon*, short-line rail and transload facilities).

## Background

Maintenance and preservation needs have outpaced the resources available for streets, roads and highways. In its March, 2016 Infrastructure Survey Report the League identifies a \$3.7 billion capital need for highway and non-highway transportation projects (\$2.6 billion highway / \$1.1 billion non-highway). In addition, the report shows, for the 120 cities that participated, an aggregated street budget shortfall for operations and maintenance of approximately \$217 million per year. Safety and disaster resilience were cited as major challenges and needs by most cities. Cities also expressed support for a voluntary jurisdictional transfer program (the sensible alignment of highway facilities and management responsibility) provided the availability of adequate funding to facilitate the transfer and to maintain the asset.

Given the threat that inadequate funding represents to investments already made in the transportation system, the League will insist on a transportation package that increases and makes more sustainable the ability of all government jurisdictions to preserve and maintain these assets. Notwithstanding its emphasis on the need to preserve and maintain existing streets, the League of Oregon Cities agrees that the state's transportation system and the policy and funding programs that support it must be multimodal and statewide in scope. The League will therefore work to pass legislation in 2017 that addresses funding and policy initiatives relating to all modes (streets, bike/ped, transit, rail, aviation and marine) and in so doing address such issues as:

- Connectivity and capacity (especially truck mobility/rail)
- Safety for all users across all modes
- Resiliency and recovery (seismic retrofit across all modes)
- Jobs and economic development
- Impact on climate change
- Active transportation and public health
- Transportation access available on an equitable basis to all Oregonians
- Continuing and extending *ConnectOregon*
- Ensuring adequate new revenues for program/equipment such as the Oregon Department of Motor Vehicles technology upgrade
- Creative solutions to ongoing challenges (dedicated non-roadway fund, increased local authority to fund transit, bike-ped funding, etc.)

- **Additional funding for passenger rail operations, equipment and capital projects (federal matching money and AMTRAK Cascades).**

**3. Does not:**

- **Preempt local government ability to self-generate transportation revenues for street maintenance and preservation.**
- **Change the dedication of State Highway Fund dollars to highway, road and street projects contained in Article 8, Section 3a of the Oregon Constitution.**
- **Reduce cities 20% share of the State Highway Fund.**
- **Create unfunded mandates requiring cities to undertake specific programs, such as greenhouse gas reduction scenarios.**
- **Further complicate the planning and regulatory process that currently governs the project delivery process.**

- **Maximizing local benefits of the federal FAST Act in Oregon**

# Water & Wastewater

## Legislation

### AA. Funding for Water System Resilience

**Secure dedicated funding for water and wastewater system resilience and emergency preparation. This would include additional funds to plan for and upgrade water systems to increase seismic resiliency and funding to better position communities to better prepare for water supply shortages due to drought, climate change or other emergency scenarios.**

## Background

In general, Oregon’s drinking water and wastewater systems are woefully underprepared for a catastrophic earthquake event. Restoration of water supply following such an event is critical for fire suppression, first aid, and for human health and safety. In 2013, the Oregon Resilience Plan provided estimates for service recovery of water and wastewaters systems in the event of a Cascadia earthquake under current infrastructure conditions. According to the plan, the estimated the timeframe for service recovery in the valley ranges from one to twelve months. For the coast, service recovery is estimated between one to three years.

In addition to risks associated with significant natural disaster events, recent drought conditions in Oregon have demonstrated the need for emergency supply planning and coordination with other water users to better address water supply challenges. It is critical that communities are able to acquire alternative and back-up water supplies from multiple sources in order to better prepare for supply shortages or emergency situations, such as natural disasters or supply contamination.

The League will work to identify and secure low-interest loans or grants to seismically upgrade drinking water and wastewater system infrastructure and to help ensure that these systems are more resilient and better positioned to respond to water supply shortages resulting from drought, climate change, natural disasters, or other system failures.

## Water & Wastewater (Continued)

Legislation	Background
<p><b>BB. <u>Promote an Enhanced Prescription Drug Take-Back</u></b></p> <p><b>Advocate for enhanced prescription drug take-back program funding and additional collection locations to reduce contamination of water from unwanted prescription drugs.</b></p>	<p>Unused prescription drugs are problematic from both a public health and safety perspective as well as from a water quality perspective. Drug take-back programs help to ensure that unused prescription drugs are properly disposed of which keeps them from being abused, keeps them out of the hands of children, and keeps them from entering Oregon’s waterways. Unwanted prescription drugs are often flushed down the toilet and despite wastewater treatment systems, they can end up contaminating lakes, streams and rivers. In 2014, U. S. Drug Enforcement Administration (DEA) expanded the types of locations allowed to accept unwanted medications including retail pharmacies and drug manufacturers. Prior to 2014, drug-take back programs were primarily supported through police department drop boxes. The challenge in expanding prescription drug take-back programs is now focused on the cost of transporting unused drugs from the take-back location to the disposal site and in educating the public about responsible disposal opportunities.</p> <p>The League will work with a variety of stakeholders, including public health advocates, to identify additional funding mechanisms to increase drug take-back collection locations across Oregon. Funding should support the transportation and responsible disposal of unused prescription drugs. Funds should also be dedicated for enhanced education of disposal opportunities and the establishment of convenience standards to ensure that all Oregonians have reasonable access to drug take-back locations.</p>
<p><b>CC. <u>Increased Funding for Water Supply Development</u></b></p> <p><b>Support additional water supply funding through the state’s Water Supply Development Account.</b></p>	<p>According to a survey conducted by the League, Oregon’s water and wastewater infrastructure needs for cities alone are estimated to be \$9 billion over the next twenty years. In addition, the survey identified 66 percent of respondent cities as being in need of additional water supply storage. The 2015 drought highlighted the need for additional investments in water supply infrastructure, including storage and water delivery system efficiencies. Additional storage project investments are not only critical for adequate drinking water supply, they are an important tool for supplementing streamflows and habitat restoration.</p> <p>The League will work to secure additional funding for existing water supply development programs. This includes support for feasibility grants and for the state’s Water Supply Development Account which provides funding for water supply storage, reuse, restoration and conservation projects.</p>

## CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: June 20, 2016

### Agenda Item:

#### **From the Airport Committee - Staff Plan for the Newport Municipal Airport**

##### Background:

On Tuesday, June 14, the Airport committee met to review my recommendation for staffing the airport. As you know this matter has been dealt with on a temporary basis to allow for the completion of a RFP process to determine whether it made financial and operational sense to contract out the operation of this airport to a third party. It was the general conclusion at the end of this process by the Airport Committee and the City Council that it was not feasible to contract out this operation.

I am proposing that the airport be run as a department of the city with an Airport Director, an Assistant to the Director and Airport Specialist being city employees. I would fill these positions with Lance Vanderbeck as Airport Director, John Matterly as Assistant to the Director and David Szymanski as Airport Specialist for the primary staffing of this facility. In addition, the airport could continue hiring temporary employees through Barrett to fill in any gaps in schedules. It is anticipated that temporary employment would shift based on the needs between summer and winter activities at the airport. The attached plan outlines the general responsibilities for each of the three positions that are identified as city employees in the plan including suggestions from the airport committee. Please note that the Airport Director and the Assistant to the Director would continue to have operational responsibilities for the operation of the airport including mechanical, mowing, fueling and other similar needs as is required by this operation. It is important, however, to free up time for the administrative responsibilities of the Airport Director and minimize the specific operational functions expected of this position.

I do want to express my very sincere appreciation for the great job that has been done by Lance, John, and David who have filled these positions knowing that we could have made significant change by contracting out this operation. Throughout this time, they have been steadfastly devoted to the safe operation of this airport and I believe this team will continue to do a great job of operating the airport and work to make sure the airport will be poised to expand its economic impact on this community in the future.

The Airport Committee unanimously recommended that the City Council authorized this management structure for the Newport Municipal Airport.

##### Recommended Action:

I recommend the City Council consider the following motion:

**I move approval of the management plan as outlined by the City Manager for the Newport Municipal Airport.**

Fiscal Effects:

Once this plan is accepted by the City Council, we will develop specific job descriptions and establish compensation for those positions. The proposed budget general should have sufficient appropriations to cover a majority of these costs. If it is required that the budget be amended, a recommendation would be brought back to the City Council for the Council consideration.

Alternatives:

None recommended.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. R. Nebel".

Spencer R. Nebel

# NEWPORT MUNICIPAL AIRPORT PROPOSED AIRPORT MANAGEMENT

June 20, 2016

## OVERVIEW

### 1. Project Background and Description

The Newport Municipal Airport has been operating with minimal staffing since prior management left in 2012. City Management sent out an RFP for possible contractual management of Airfield Operations and Fixed Base Operations as advised by the Airport Committee. The RFP process has since come to a close with no selection of a contractor being recommended for the operations of the airport. With the City retaining responsibility of management and operation of the airfield and FBO; we have been discussing options for Management of the Newport Municipal Airport. The following is a proposed overview of the future management structure of the Newport Municipal Airport.

### 2. Project Scope

The key positions at the airport would be as follows.

### 3. Airport Director

A brief overview of duty and responsibility:

Responsible for oversight of all Airport management and operation functions.

Monitor compliance with Federal Aviation Administration (FAA), Oregon Department of Aviation (ODA), and City of Newport operational guidelines and initiate appropriate enforcement action.

Attend Airport Committee meetings, City Council meetings when asked, State Aviation Board meetings, and Federal aviation conferences when required.

Research and provide technical information to Airport Committee; participate in the staff support for Airport Committee meetings, including the preparation of quarterly futuring reports/discussions.

Perform property management duties for various land and building leases, including negotiating leases, monitoring tenants, soliciting new tenants, and troubleshooting tenant concerns.

Working with outside consultants when necessary for engineering, marketing, planning, and other areas as deemed necessary.

Work with the Greater Newport Chamber of Commerce, the Destination Newport Committee, and others on long-term and short-term publicity, promotion, and marketing of the Airport, both internally and externally.

Implement the Airport Master Plan recommendations and the recommendations of the Regional Airport Review Task Force.

Monitor performance of fixed base operations for compliance with FAA and City requirements.

Prepare FAA grant applications for capital improvements; assist in monitoring awarded grants, and preparing required reports.

- Engineering groups Research other grant opportunities; prepare and submit grants, subject to appropriate approvals, when available.
- Marketing agents Develop, administer and monitor program area budgets. Develop and administer various service contracts. Coordinate and monitor contracted work to ensure compliance with contract provisions.
- Planning consultants Provide coverage of other work as described below when necessary.
- And other types of consultants as deemed necessary.

## 4. Assistant to the Director

A brief overview of duty and responsibility:

Assist in the supervising and training of all Airport personnel.

Assist in the management and operations of aircraft refueling.

Airport Maintenance, including wild life hazing, and grounds keeping.

Comply with all policies and regulations.

Maintain a dialogue with all government agencies. Attend, when necessary, the Airport Committee and City of Newport employee meetings when requested or in the absence of the Airport Director.

Be responsible for the afterhours call outs when requested or in the absence of the Airport Director.

Assist in all jobs and tasks as described below as necessary for the operation of the airport.

## 5. Airport Specialist

A brief overview of duty and responsibility:

- Provide customer service to airport patrons.
- Ensure fuel quality and daily fuel sumping.
- Complete fuel quality sumping logs and FBO journal.
- Fueling aircraft, towing aircraft, running payments, selling and restocking ONP merchandise and counter concessions, and other duties has assigned.
- Conduct vehicle and equipment maintenance.
- Help in airfield maintenance, vegetation management, signage, lighting, and taxiway reflector cleaning, FOD removal, and other duties as required.
- Cleaning work counter, main hangar, and upstairs conference area.

# CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: June 20, 2016

## Agenda Item:

### **Consideration of Amendment No. 1 to the Intergovernmental Agreement with the Oregon Department of Transportation for the US Highway 101: SE 32 Street to SE 35 Street Project.**

#### Background:

In 2014, the City Council authorized an agreement with the State of Oregon by and through the Department of Transportation for the installation of a signal at the intersection of US Highway 101 and SE 35 Street, and elimination of the signal and channelization of US Highway 101 and SE 32 Street intersection, and construction of SE 35 Street between Anchor Way and Ferry Slip Road, with the intersection closure at SE Ferry Slip Road and US Highway 101 intersection, and the installation of bike/pedestrian facilities along US Highway 101 between the Yaquina Bay Bridge and SE 35 Street. The estimated cost of the project was \$1,978,200 coming from State and Federal funds, with \$1,534,500 coming from the City of Newport through its South Beach Urban District. These changes were required revisions to the ODOT Highway Plan to eliminate the trip caps that were in place for SE 40<sup>th</sup> and US 101.

ODOT has proceeded with the preliminary engineering services for this work. The State was originally planning to do this design in-house. As a result of farming out the work and understanding the preliminary engineering expenses, the costs to ODOT for the preliminary engineering currently are approximately \$900,000. The original allocation for preliminary engineering \$584,000 for this work. The City is not being asked by ODOT to contribute anymore funds towards preliminary engineering, with the State agreeing to pick up those additional expenses. Amendment No. 1 to the Intergovernmental Agreement provides additional State resources to this project to hold the city harmless from the additional costs for engineering work. We appreciate ODOT's willingness to come to the table with the additional funding for the preliminary engineering.

#### Recommended Action:

I recommend the City Council consider the following motion:

**I move the Council authorize the Mayor to sign Amendment No. 1 to the Intergovernmental Agreement with Oregon Department of Transportation for the US Highway 101: SE 32 Street to SE 35 Street Project.**

#### Fiscal Effects:

This will provide additional funding for this joint project from the State of Oregon.

#### Alternatives:

None recommended.

Respectfully Submitted,





STAFF REPORT  
CITY COUNCIL AGENDA ITEM

**Title:** Consideration of Amendment No. 1 to Intergovernmental Agreement with the Oregon Department of Transportation for the US 101: SE 32<sup>nd</sup> St to SE 35<sup>th</sup> St Project

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

**Recommended Motion:** I move that the Council authorize the Mayor to sign the agreement, as presented.

**Background Information:** The above referenced project includes installation of a signal at the intersection at US 101 and SE 35th Street, elimination of the signal and channelization of the US 101 and SE 32nd Street intersection, construction of 35<sup>th</sup> Street between Anchor Way and Ferry Slip Road, closure of the SE Ferry Slip Road and US 101 intersection, and the installation of bike and pedestrian facilities along US 101 between the Yaquina Bay Bridge and SE 35th Street. It is being designed and constructed by the State of Oregon through the Oregon Department of Transportation (ODOT).

The estimated total cost of the project is \$3,512,700, with \$1,978,200 coming from state and federal funds and \$1,534,500 coming from the City of Newport through its South Beach Urban Renewal District. City match is being used to fund the widening of Ferry Slip Road and construction of a multi-use path along that roadway. This work was part of the original project, will cost about \$1,100,000, and counts as part of the City match.

The project is included in the 2015-2018 State Transportation Improvement Plan (STIP), and funding for preliminary engineering was approved in November of 2014 in the amount of \$316,000 (Original Agreement No. 30257). Of that figure, City was responsible for 10.27% of the cost, which amounted to \$32,453. City match for preliminary engineering was paid to the State earlier in the fiscal year.

After the project was initially scoped and funded by the State of Oregon, a decision was made by staff at ODOT to contract preliminary engineering services. The State selected Quincy Engineering to perform the work through a competitive bid process. Once under contract, Quincy Engineering prepared a scope of work for preliminary engineering that totaled close to \$900,000. The attached Amendment No. 1 to ODOT's agreement with the City allocates \$584,000 of additional federal money to cover this cost overrun. The City is not being asked to contribute any more funds towards preliminary engineering. The reason given for the additional preliminary engineering expenses is that tasks were

added that were not originally anticipated and that farming the work out costs considerably more than had ODOT performed the work in-house.

These planned transportation system enhancements were developed over the last 10-years, with extensive public outreach and stakeholder engagement. When completed, the improvements will enhance mobility and traffic flow along US 101, facilitating economic development in the area. Local funding for the projects is included as part of Phase 2 of the South Beach Urban Renewal Plan, and the planned improvements are identified as priority projects in the Newport Transportation System Plan. The projects also support the alternate mobility standard that the OTC recently adopted into the Oregon Highway Plan, which has allowed the “trip cap” limit to be lifted at SE 40th and US 101 and reduces the level of improvements new development would have to make to the highway system.

**Fiscal Notes:** No additional City/Agency funds are being requested.

**Alternatives:** Not adopting Amendment No. 1 to the intergovernmental agreement or as directed by Council.

**Attachments:**

- Original Intergovernmental Agreement for Preliminary Engineering (No. 30257)
- Amendment No. 1 to Intergovernmental Agreement No. 30257

**LOCAL AGENCY AGREEMENT  
MULTIMODAL TRANSPORTATION ENHANCE PROGRAM (MTEP)  
US 101: SE 32<sup>nd</sup> Street to SE 35<sup>th</sup> Street  
City of Newport**

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF NEWPORT, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. US 101 (Oregon Coast Highway) is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). SE 32<sup>nd</sup> Street and SE 35<sup>th</sup> Street are part of the city street system under the jurisdiction and control of Agency.
3. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications.

**NOW THEREFORE** the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**DEFINITIONS**

1. "Funding Ratio" means the relationship between MTEP funds and total project cost and Agency funds and the total project cost.
2. "MTEP" means Multimodal Transportation Enhance Program and may be funded by a combination of federal and state funds.
3. "Project Closeout" means project is ready to close as there are no more expenditures associated with project.

4. "Project Overruns" means the final cost estimate at contract award exceeds the estimated Total Project Cost estimate in this Agreement, or the final actual project costs exceed the final cost estimate at contract award.
5. "Project Underrun" means the final cost estimate at contract award is below the estimated Total Project Cost in this Agreement, or the final actual project costs are below the final cost estimate at contract award.
6. "Total Project Cost" means the estimated amount as shown in this Agreement. This amount will include MTEP funds, local matching funds, and other funds as required to complete project as stated in this Agreement.

#### **TERMS OF AGREEMENT**

1. Under such authority, Agency and State agree that State shall provide preliminary engineering services for: a signalized intersection at US 101 and SE 35<sup>th</sup> Street; elimination of the signal and channelization of the US 101 and SE 32<sup>nd</sup> Street intersection; closure of the SE Ferry Slip Road and US 101 intersection; and installation of bike and pedestrian facilities along US 101 between the Yaquina Bay Bridge and SE 35<sup>th</sup> Street on behalf of Agency, hereinafter referred to as "Project." The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. A traffic signal approval is required from the State Traffic/Roadway Engineer. The approval will be sought as part of the preliminary engineering covered by this Agreement. State's design team shall identify all design elements needed for efficient operations of the signal before submitting a request for approval.
3. The Project shall be conducted as a part of the Multimodal Transportation Enhance Program (MTEP) with funds provided under Title 23, United States Code and may include a combination of federal and state funds. The total Preliminary Engineering Project cost is estimated at \$316,000, which is subject to change. Federal and state funding for this Project shall be limited to \$283,547. Agency shall be responsible for all remaining costs, including match and any non-participating costs, and all costs in excess of the available federal or state funds. The MTEP funding for this Project is 89.73% of the Total Project cost. Agency funding for this Project is 10.27% of the Total Project Cost. The funding ratio for this Project is 89.73% MTEP funds to 10.27% Agency funds.
4. If, at the time of contract award or Project Closeout, the Project Underruns the estimated Total Project Cost in this Agreement, MTEP funding provided by State and Agency funds will be obligated proportionally based on the 89.73%:10.27% funding ratio stated in paragraph 2 above. Any unused MTEP funds will be retained by State and will not be available for use by Agency for this Agreement or any other projects.

5. Project Overruns which occur at the time of contract award, and/or at the time of Project Closeout, are the responsibilities of the Agency.
6. Project decisions regarding design standards, design exceptions, utility relocation expenses, right of way needs, preliminary engineering charges, construction engineering charges, and Contract Change Orders, as applicable, shall be mutually agreed upon between the Agency and the State, as these decisions may impact the Total Project Cost. However, State may award a construction contract at ten (10) percent (%) over engineer's estimate without prior approval of Agency.
7. Agency shall fulfill the match requirement in the form of a cash payment to State.
8. State will submit the requests for federal funding to Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.
9. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
10. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
11. This Agreement may be terminated by mutual written consent of both Parties.
12. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency 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 State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

- e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
13. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
14. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
15. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
16. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
17. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
18. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
19. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in

writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

20. State contact for this Agreement is Kenneth Kohl, Project Manager, ODOT, Area 5, 644 "A" Street, Springfield, Oregon 97477; phone: (541) 747-1496; email: [kenneth.l.kohl@odot.state.or.us](mailto:kenneth.l.kohl@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

21. Agency's contact for this Project is Spencer Nebel, City Manager, City of Newport, 169 SW Coast Highway, Newport, Oregon 97365; phone: (541) 574-0601; email: [s.nebel@newportoregon.gov](mailto:s.nebel@newportoregon.gov), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2012-2015 Statewide Transportation Improvement Program (STIP), (Key No. 18848) that was adopted by the Oregon Transportation Commission on March 21, 2012 or subsequently approved by amendment to the STIP).

SIGNATURE PAGE FOLLOWS

CITY OF NEWPORT, by and through its  
elected officials

By Andrea N. Roumagan

Title Mayor

Date November 18, 2014

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM**

By [Signature]  
City Legal Counsel

Date 11-17-14

**Agency Contact:**  
Spencer Nebel, City Manager  
City of Newport  
169 SW Coast Highway  
Newport, OR 97365  
Phone: (541) 574-0601  
Email: [s.nebel@newportoregon.gov](mailto:s.nebel@newportoregon.gov)

STATE OF OREGON, by and through  
its Department of Transportation

By Jonny P.A. Chickering  
Region 2 Manager

Date 11-26-14

**APPROVAL RECOMMENDED**

By [Signature]  
Region 2 Planning and Development  
Manager

Date 11-24-14

By [Signature]  
State Traffic Engineer

Date 11/20/2014

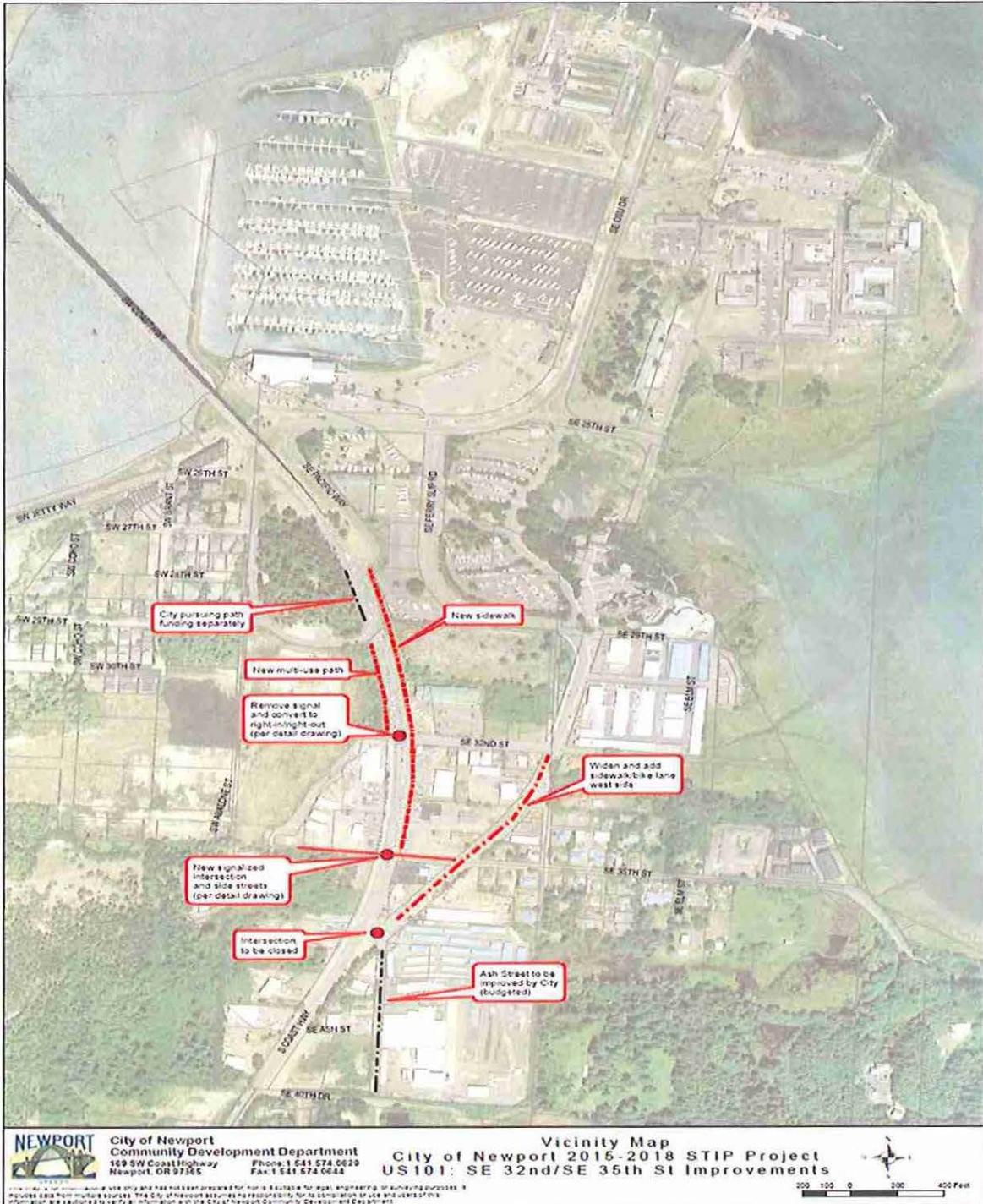
**APPROVED AS TO LEGAL  
SUFFICIENCY**

By [Signature]  
Assistant Attorney General

Date 10/30/14

**State Contact:**  
Kenneth Kohl, Project Manager  
ODOT, Area 5  
644 "A" Street  
Springfield, OR 97477  
Phone: (541) 747-1496  
Email: [kenneth.l.kohl@odot.state.or.us](mailto:kenneth.l.kohl@odot.state.or.us)

### EXHIBIT A – Project Location Map US 101: SE 32<sup>nd</sup> Street to SE 35<sup>th</sup> Street



## **ATTACHMENT NO. 1 SPECIAL PROVISIONS**

1. State, or the consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, hydraulic studies; assist with acquisition of necessary right of way and easements; obtain all required permits and arrange for all utility relocations/adjustments. State or the consultant shall conduct all work components necessary to complete the Project.
2. Upon State's award of the construction contract, State, or the consultant, shall be responsible for all required materials testing and quality documentation; and prepare necessary documentation with ODOT-qualified personnel, and State will make all contractor payments. Contract administration, construction engineering and inspection will follow the most current version of the ODOT Construction Manual and the ODOT Inspector's Manual.
3. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
4. State may make available the Region's On-Call Preliminary Engineering (PE), Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, Agency agrees that State shall manage the work done by the consultant.
5. State will perform work throughout the duration of the Project and shall provide a preliminary estimate of State costs for this work. Prior to the start of each Project phase State shall provide an updated estimate of State costs for that phase. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per this Agreement.
6. State and Agency agree that the useful life of this Project is defined as twenty (20) years.
7. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
8. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Title 23, United States Code funds until State receives full reimbursement of the costs incurred.

## **ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS**

### **PROJECT ADMINISTRATION**

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State or its consultant, with Agency involvement shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.

### **PROJECT FUNDING REQUEST**

4. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including: a) Program Development (Planning); b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design); c) Right of Way Acquisition; d) Utilities; and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, the consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

### **FINANCE**

5. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA)

number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or vendor, using criteria in OMB CIRCULAR NO. A-133.

6. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines Manual that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State.
7. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
  - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
  - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
  - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of: 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit; or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State; or 3) cash.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.

10. Agency shall follow requirements stated in the Single Audit Act. The requirements stated in the Single Audit Act must be followed by those local governments and non-profit organizations receiving five hundred thousand (\$500,000) or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "OMB CIRCULAR NO. A-133", requires local governments and non-profit organizations to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which the local agency participates. The cost of this audit can be partially prorated to the federal program.
11. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
12. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and the Project Agreement. Such invoices shall identify the Project by the name of the Project Agreement, reference the Project Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one-month duration, based on actual expenses to date. All invoices received from Agency must be approved by State's Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within three (3) months from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c) contract completion for construction. Partial billing (progress payment) shall be submitted to State within three (3) months from date that costs are incurred. Final invoices submitted after the three (3) months shall not be eligible for reimbursement. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the Project Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period ending on the later of six (6) years following the date of final voucher to FHWA or after resolution of any disputes under the Project Agreement. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (Title 49 CFR part 18 subpart 42).
13. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
  - a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

- b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
14. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
15. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

#### STANDARDS

16. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or the consultant shall use either AASHTO's *A Policy on Geometric Design of Highways and Streets* (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or the consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
17. Agency agrees that if the Project is on the Oregon State Highway System or State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
18. State and Agency agree that for all projects on the Oregon State Highway System or State-owned facility any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agrees that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design

exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.

19. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or the consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.
20. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

#### **PRELIMINARY & CONSTRUCTION ENGINEERING**

21. Preliminary engineering and construction engineering may be performed by either: a) State; b) State-approved consultant; or c) certified agency. Engineering work will be monitored by State or certified agency to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either: a) State; b) State-approved consultant; or c) certified agency. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
22. Agency may request State's two-tiered consultant selection process as allowed by OAR 137-048-0260 to perform architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects. Use of the State's processes is required to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, Title 49 CFR part 18, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4) and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the consultant prior to receiving authorization from State to proceed.
23. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
24. State or certified agency shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.
25. Upon State's or certified agency's award of a construction contract, State or certified agency shall perform quality assurance and independent assurance testing in accordance with the

FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.

26. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

**REQUIRED STATEMENT FOR UNITED STATES DEPARTMENT OF  
TRANSPORTATION (USDOT) FINANCIAL ASSISTANCE AGREEMENT**

27. By signing the Federal-Aid Agreement to which these Federal Standard Provisions are attached, Agency agrees to adopt State's DBE Program Plan, available at [http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe\\_program.aspx#plan](http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe_program.aspx#plan). Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Project Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Project Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 United States Code (USC) 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

**DISADVANTAGED BUSINESS ENTERPRISES (DBE) OBLIGATIONS**

28. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

*"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."*

29. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
30. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts

1.11, 140, 635, 710, and 771; Title 49 CFR parts 18, 24 and 26; 2 CFR 225, and OMB CIRCULAR NO. A-133, Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

#### RIGHT OF WAY

31. State and the consultant, if any, agree that right of way activities shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
32. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or the consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
33. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. State or the consultant must receive written authorization to proceed from State's Right of Way Section prior to beginning right of way activities. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). State's Liaison shall contact State's Region Right of Way office for additional information or clarification on behalf of Agency.
34. Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
35. State or the consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.
36. State and Agency grants each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

#### **RAILROADS**

37. State or Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing and, at Project expense, to provide railroad coordination and negotiations through the State's Utility & Railroad Liaison on behalf of Agency. However, State is under no obligation to agree to perform said duties.

#### **UTILITIES**

38. State, the consultant, or Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State, the consultant or Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

#### **GRADE CHANGE LIABILITY**

39. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
40. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
41. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Project Agreement.

#### **MAINTENANCE RESPONSIBILITIES**

42. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

### **CONTRIBUTION**

43. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
44. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
45. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

### **ALTERNATIVE DISPUTE RESOLUTION**

46. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

### **WORKERS' COMPENSATION COVERAGE**

47. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required

Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. State and Agency shall ensure that each of its contractors complies with these requirements.

**LOBBYING RESTRICTIONS** – pursuant to Form FHWA-1273, Required Contract Provisions

48. Agency certifies by signing the Project Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

**AMENDMENT NUMBER 01  
LOCAL AGENCY AGREEMENT  
MULTIMODAL TRANSPORTATION ENHANCE PROGRAM (MTEP)  
US 101: SE 32<sup>nd</sup> Street to SE 35<sup>th</sup> Street  
City of Newport**

This is Amendment No. 01 to the Agreement between the **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as “State,” and **CITY OF NEWPORT**, acting by and through its elected officials, hereinafter referred to as “Agency.” The Parties entered into an Agreement on November 26, 2014.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to add State funds thus increasing the total cost of the Project, update Attachments No. 1–Special Provisions and No. 2–Federal Standard Provisions to the current version, and update language.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**
  - a. **Attachment No. 1–Special Provisions and Attachment No. 2–Federal Standard Provisions shall be deleted in their entirety and replaced with the attached Revised Attachment No. 1–Special Provisions and Revised Attachment No. 2–Federal Standard Provisions. All references to “Attachment No. 1–Special Provisions” and “Attachment No. 2–Federal Standard Provisions” shall hereinafter be referred to as “Revised Attachment No. 1–Special Provisions” and “Revised Attachment No. 2–Federal Standard Provisions.”**
  - b. **Insert new RECITALS, Paragraphs 4 and 5 to read as follows:**
    4. Agency has been awarded MTEP funding in the amount of \$283,547 for the Preliminary Engineering phase of the US 101: SE 32<sup>nd</sup> Street to SE 35<sup>th</sup> Street project.
    5. Agency has agreed that State will oversee this project on behalf of the Agency.
  - c. **DEFINITIONS, Paragraphs 1 through 6, Pages 1 and 2, which read:**
    1. “Funding Ratio” means the relationship between MTEP funds and total project cost and Agency funds and the total project cost.
    2. “MTEP” means Multimodal Transportation Enhance Program and may be funded by a combination of federal and state funds.

3. “Project Closeout” means project is ready to close as there are no more expenditures associated with project.
4. “Project Overruns” means the final cost estimate at contract award exceeds the estimated Total Project Cost estimate in this Agreement, or the final actual project costs exceed the final cost estimate at contract award.
5. “Project Underrun” means the final cost estimate at contract award is below the estimated Total Project Cost in this Agreement, or the final actual project costs are below the final cost estimate at contract award.
6. “Total Project Cost” means the estimated amount as shown in this Agreement. This amount will include MTEP funds, local matching funds, and other funds as required to complete project as stated in this Agreement.

**Shall be deleted in their entirety and replaced with the following:**

1. “Contract Award” (non-construction projects) means upon completion of final plans and reports.
2. “Funding Ratio” means the relationship between MTEP funds and Total Project Cost and Other Funds and the Total Project Cost. This ratio is established at the time the Agreement is executed and does not change during the course of the project. The ratio governs the obligation of MTEP funds at the time of construction/consultant award or Project Closeout.
3. “Match” means the minimum amount State or Agency must contribute to match the federal aid funding portion of the project.
4. “MTEP” means Multimodal Transportation Enhance Program and may be funded by a combination of federal and state funds.
5. “Other Funds” means other funding required to complete the project including but not limited to state, federal, and Agency funds.
6. “Project Closeout” means project is ready to close as there are no more expenditures associated with project.
7. “Project Overruns” means the final cost estimate at Contract Award exceeds the estimated Total Project Cost estimate in this Agreement, or the final actual project costs exceed the final cost estimate at Contract Award.
8. “Project Underrun” means the final cost estimate at Contract Award is below the estimated Total Project Cost in this Agreement, or the final actual project costs are below the final cost estimate at Contract Award.

9. “Total Project Cost” means the estimated amount as shown in this Agreement. This amount will include MTEP funds, local matching funds, and other funds as required to complete project as stated in this Agreement.

**d. Insert new TERMS OF AGREEMENT, Paragraphs 3 and 4 to read as follows:**

3. The Project Description and Deliverables are as follows:
  - a. Description: This Project includes the preliminary design for the construction of a signalized intersection at US 101 and SE 35<sup>th</sup> Street, elimination of the signal and channelization of the US 101 and SE 32<sup>nd</sup> Street intersection, closure of the SE Ferry Slip Road and US 101 intersection, and installation of bike and pedestrian facilities along US 101 between the Yaquina Bay Bridge and SE 35<sup>th</sup> Street. Following completion of the design work, the State and Agency will enter into a separate Agreement requiring Agency to improve, at its own expense, the SE Ferry Slip Road from SE Ash Street north to SE 32<sup>nd</sup> Street to provide a north/south alternative to US 101 for vehicles, bicyclists and pedestrians traveling between the Wilder Development at SE 40<sup>th</sup> Street and employment/tourist areas in South Beach.
  - b. Deliverables: Final Design Plans.
4. Both Parties agree that an amendment to this Agreement is required if any changes are made to the Project as described in Project Description and Deliverables above.

**TERMS OF AGREEMENT, Paragraphs 3 through 21 shall be hereinafter re-numbered as Paragraphs 5 through 23.**

**e. TERMS OF AGREEMENT, Paragraphs 5 and 6, Page 2, which read:**

5. The Project shall be conducted as a part of the Multimodal Transportation Enhance Program (MTEP) with funds provided under Title 23, United States Code and may include a combination of federal and state funds. The total Preliminary Engineering Project cost is estimated at \$316,000, which is subject to change. Federal and state funding for this Project shall be limited to \$283,547. Agency shall be responsible for all remaining costs, including match and any non-participating costs, and all costs in excess of the available federal or state funds. The MTEP funding for this Project is 89.73% of the Total Project Cost. Agency funding for this Project is 10.27% of the Total Project Cost. The funding ratio for this Project is 89.73% MTEP funds to 10.27% Agency funds.
6. If, at the time of contract award or Project Closeout, the Project Underruns the estimated Total Project Cost in this Agreement, MTEP funding provided by State and Agency funds will be obligated proportionally based on the

89.73%:10.27% funding ratio stated in paragraph 2 above. Any unused MTEP funds will be retained by State and will not be available for use by Agency for this Agreement or any other projects.

**Shall be deleted in their entirety and replaced with the following:**

5. The Total Project Cost is estimated at \$900,000, which is subject to change.
  - a. The Project shall be conducted as a part of the Multimodal Transportation Enhance Program (MTEP) with funds provided under Title 23, United States Code and may include a combination of federal and state funds. MTEP funding for this Project shall be limited to \$283,547. Agency shall be responsible for the 10.27 percent match for all MTEP eligible costs, any non-participating costs, and all costs in excess of the available federal or state funds with the exception of the additional funds associated with under-scope and outsourcing of the Preliminary Engineering (PE) work.
  - b. The Parties understand the original PE budget under-funded the original scope of the Project. State will contribute an additional \$584,000 in federal funds available to State to cover the increase in the PE budget as a result of: (1) the increase in the scope of work; and (2) the need to out-source the PE work. The PE work must be out-sourced as the State currently lacks the resources to perform the PE work in-house. The estimated additional cost associated with out-sourcing the PE work (as opposed to that work being performed by State) is \$268,000.
  - c. The Funding Ratio for Agency's portion of this Project is 89.73% MTEP funds to 10.27% Agency funds and applied to Project Underruns. The Funding Ratio for this Project does not apply in the case of Project Overruns.
6. If, at the time of Contract Award or Project Closeout, the Project Underruns the estimated Total Project Cost in this Agreement, MTEP funding and Other Funds will be obligated proportionally based on the Funding Ratio. Any unused MTEP funds will be retained by State and will not be available for use by Agency for this Agreement or any other projects.
- f. **Insert new TERMS OF AGREEMENT, Paragraphs 24 and 25 to read as follows:**
  - 24a. Information required by 2 CFR 200.331(a), except for (xiii) Indirect cost rate, shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by State to Agency with the Notice to Proceed.
  - b. The indirect cost rate for this Project at the time the Agreement is written is zero (0%) percent.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key No. 18848) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

SIGNATURE PAGE FOLLOWS

**CITY OF NEWPORT**, by and through its  
elected officials

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

**APPROVED AS TO LEGAL FORM**

By \_\_\_\_\_  
City Legal Counsel

Date \_\_\_\_\_

**Agency Contact:**

Spencer Nebel, City Manager  
City of Newport  
169 SW Coast Highway  
Newport, OR 97365  
Phone: (541) 574-0601  
Email: [s.nebel@newportoregon.gov](mailto:s.nebel@newportoregon.gov)

**State Contact:**

Ken Kohl, Project Manager  
ODOT, Area 5  
644 "A" Street  
Springfield, OR 97477  
Phone: (541) 747-1496  
Email: [kenneth.l.kohl@odot.state.or.us](mailto:kenneth.l.kohl@odot.state.or.us)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 2 Planning and Development  
Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
State Traffic Engineer

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

## **REVISED ATTACHMENT NO. 1**

### **SPECIAL PROVISIONS**

1. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, hydraulic studies, assist with acquisition of necessary right of way and easements; obtain all required permits and arrange for all utility relocations/adjustments. State or its consultant shall conduct all work components necessary to complete the Project.
2. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
3. State will perform work throughout the duration of the Project and shall provide a preliminary estimate of State costs for this work. Prior to the start of each Project phase State shall provide an updated estimate of State costs for that phase. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per this Agreement.
4. State and Agency agree that the useful life of this Project is defined as twenty (20 years).
5. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
6. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Title 23, United States Code funds until State receives full reimbursement of the costs incurred.

## **REVISED ATTACHMENT NO. 2**

### **FEDERAL STANDARD PROVISIONS**

#### **PROJECT ADMINISTRATION**

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State or its consultant, with Agency involvement shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.

#### **PROJECT FUNDING REQUEST**

4. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, the consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

#### **FINANCE**

5. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA)

number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or vendor, using criteria 2 CFR 200.330.

6. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines Manual that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State.
7. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
  - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
  - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
  - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.

10. Agency shall follow the requirements stated in the Single Audit Act. Agencies expending \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, shall have a single organization-wide audit conducted in accordance with the Single Audit Act of 1984, PL 98-502 as amended by PL 104-156 and subject to the requirements of 49 CFR Parts 18 and 19. Agencies expending \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014 shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Agencies expending less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials based on the records retention period identified in the Project Agreement. The cost of this audit can be partially prorated to the federal program.
11. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
12. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and the Project Agreement. Such invoices shall identify the Project by the name of the Project Agreement, reference the Project Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one-month duration, based on actual expenses to date. All invoices received from Agency must be approved by State's Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within forty-five (45) days from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c) contract completion for construction. Partial billing (progress payment) shall be submitted to State within forty-five (45) days from date that costs are incurred. Invoices submitted after 45 days may not be eligible for reimbursement by FHWA. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the Project Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period ending on the later of six (6) years following the date of final voucher to FHWA or after resolution of any disputes under the Project Agreement. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (2 CFR 200.333(c)).
13. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:

- a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
  - b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
14. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
  15. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

#### **STANDARDS**

16. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or the consultant shall use either AASHTO's *A Policy on Geometric Design of Highways and Streets* (current version), or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or the consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
17. Agency agrees that if the Project is on the Oregon State Highway System or State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in

substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.

18. State and Agency agree that for all projects on the Oregon State Highway System or State-owned facility any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agrees that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.
19. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or the consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.
20. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

#### **PRELIMINARY & CONSTRUCTION ENGINEERING**

21. Preliminary engineering and construction engineering may be performed by either a) State, b) State-approved consultant, or c) certified agency. Engineering work will be monitored by State or certified agency to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, b) State-approved consultant or c) certified agency. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
22. Agency may request State's two-tiered consultant selection process as allowed by OAR 137-048-0260 to perform architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects. Use of the State's processes is required to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4) and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the consultant prior to receiving authorization from State to proceed.

23. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
24. State or certified agency shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.
25. Upon State's or certified agency's award of a construction contract, State or certified agency shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
26. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

**REQUIRED STATEMENT FOR UNITED STATES DEPARTMENT OF  
TRANSPORTATION (USDOT) FINANCIAL ASSISTANCE AGREEMENT**

27. By signing the Federal-Aid Agreement to which these Federal Standard Provisions are attached, Agency agrees to adopt State's DBE Program Plan, available at [https://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/dbe\\_prog\\_plan.aspx](https://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/dbe_prog_plan.aspx). Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Project Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Project Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 United States Code (USC) 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

**DISADVANTAGED BUSINESS ENTERPRISES (DBE) OBLIGATIONS**

28. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

*“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is*

*a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).”*

29. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
30. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

#### **RIGHT OF WAY**

31. State and the consultant, if any, agree that right of way activities shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
32. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or the consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
33. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. State or the consultant must receive written authorization to proceed from State's Right of Way Section prior to beginning right of way activities. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for

projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). State's Liaison shall contact State's Region Right of Way office for additional information or clarification on behalf of Agency.

34. Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
35. State or the consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.
36. State and Agency grants each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

#### **RAILROADS**

37. State or Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing and, at Project expense, to provide railroad coordination and negotiations through the State's Utility & Railroad Liaison on behalf of Agency. However, State is under no obligation to agree to perform said duties.

#### **UTILITIES**

38. State, the consultant, or Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State, the consultant or Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

#### **GRADE CHANGE LIABILITY**

39. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.

40. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
41. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Project Agreement.

#### **MAINTENANCE RESPONSIBILITIES**

42. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

#### **CONTRIBUTION**

43. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
44. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

45. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

#### **ALTERNATIVE DISPUTE RESOLUTION**

46. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

#### **WORKERS' COMPENSATION COVERAGE**

47. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. State and Agency shall ensure that each of its contractors complies with these requirements.

#### **LOBBYING RESTRICTIONS – pursuant to Form FHWA-1273, Required Contract Provisions**

48. Agency certifies by signing the Project Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

## CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: June 20, 2016

### Agenda Item:

### **Approval of Oregon Water Resources (OWRD) Place Based Planning Agreement**

#### Background:

In the fall of 2015, city staff, with the assistance of Chase Park Grants, submitted a letter of interest to the Oregon Water Resources (OWRD) to participate in Place Based Integrated resources planning pilot study. The grant agreement will provide funding on a matching basis up to \$135,000 for this process.

The process is a regional effort to identify in-stream and out-of-stream water resource needs, and then identify solutions and projects that will help the region meet those needs and into the future. This project is estimated to extend over a two-year period. Please note that the planning steps covered by this grant would include building a collaborative and inclusive process to those interested water providers in Lincoln County, identify current water resources available to the various water users and identify the gaps in understanding and analyze current and future needs on a regional basis relating to both in-stream and out-of-stream occurring in future needs for the area.

Chase Park Grants is in the process of identifying further funding, to identify and prioritize strategic solutions to meet water needs and develop and approve a local integrated water resources plan following these first phases.

This project is being funded as a pilot project by the State of Oregon to develop an integrated water resource strategy on a Statewide basis, while undertaking integrated water resource planning at the local level to build this strategy.

I think this will be a great opportunity to further discussions among all the entities utilizing the primary water sheds for drinking water in Lincoln County to fully understand the current situation, and begin providing a collaborative, strategic plan for how to address future water needs.

#### Recommended Action:

I recommend the City Council consider the following motion:

**I move approval of an Oregon Water Resources (OWRD) Place Based Planning Agreement in the amount of \$135,000 and authorize the City Manager to execute the agreement on behalf of the City of Newport.**

#### Fiscal Effects:

The city has budgeted \$260,000 in the 2016-17 Fiscal Year budget with \$130,000 coming from OWRD grant funds and \$130,000 from city match funds. Please note efforts are under way by Chase Park Grants to identify future funding for later phases of this effort.

#### Alternatives:

None recommended.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Spencer R. Nebel". The signature is fluid and cursive, with the first name being the most prominent.

Spencer R. Nebel



**STAFF REPORT  
CITY COUNCIL AGENDA**

**Prepared by:** Timothy Gross, PE, Director of Public Works/City Engineer

**Title:** Approval of Oregon Water Resources (OWRD) Place Based Planning Agreement

**Recommended Motion:**

I move to approve the Oregon Water Resources (OWRD) Place Based Planning Agreement in the amount of \$88,000 and authorize the City Manager to execute the agreement on behalf of the City of Newport.

**Background Information:** \_\_

In the fall of 2016 City staff with the assistance of Chase Park Grants submitted a letter of interest to the Oregon Water Resources Department (OWRD) for funding to participate in a Place-based integrated water resources planning pilot study. The City was selected to participate in this program and was awarded \$130,000 to begin this process. The City together with OWRD will act as co-conveners during the planning process and will coordinate multiple stakeholders to examine water issues on the central coast. The grant award funds cover only steps 1 through 3 of the 5 step planning process. Proposed funding strategies for steps 4 and 5 are discussed later in this memo.

Place-based planning study provides a framework for communities to collaboratively identify their instream and out-of-stream water resources needs, and then identify solutions and projects that will help them meet those needs now and into the future. It is a voluntary, non-regulatory, locally-initiated and led planning effort that brings together a broad representation of interests to work in partnership with OWRD. The process includes five steps described in the Draft 2015 Place-Based Planning Guidelines.

The planning steps in the Draft Guidelines are:

- Planning Step 1 – Build a collaborative and inclusive process.
- Planning Step 2 – Understand current water resources and identify gaps in understanding.
- Planning Step 3 – Analyze current and future needs for people, the economy, and the environment (instream and out-of-stream needs).
- Planning Step 4 – Identify and prioritize strategic solutions to meet water needs.
- Planning Step 5 – Develop and approve a local integrated water resources plan

Oregon's 2012 Integrated Water Resources Strategy (IWRS) provides a roadmap for Oregon to understand and meet its instream and out-of-stream needs, taking into account water quantity, water quality, and ecosystem needs. IWRS recommended action 9A calls for the Water Resources Department (OWRD) to help communities undertake integrated water resources planning at the local level ("place-based planning"). Place-based planning provides an opportunity for communities to develop plans to meet instream and out-of-stream water needs. These plans may provide information for future updates to the IWRS.

Place-based planning can help individuals in a watershed, basin or groundwater area:

- Foster cooperative working relationships between different water interests;
- Create a shared understanding and vision for water resources in a place;
- Compile and share existing information;
- Identify gaps in understanding and how to fill those gaps;
- Integrate and coordinate related plans and efforts;
- Identify innovative solutions that no one group may have thought of alone;
- Leverage resources from a broad network of partners; and
- Develop more competitive proposals for local, state, and federal funding opportunities.

It is anticipated that the planning process will begin in July and take 2 years, meeting with the stakeholder groups approximately every two months. In order to ensure impartiality, City staff intends to contract with Nyquist and Associates to act as a meeting facilitator and GSI Water Solutions to provide technical expertise regarding water rights, restrictions, and availability. Because the planning process is only funded through step 3, Chase Park Grants will continue to pursue funding opportunities to fund steps 4 and 5.

The attached contract addresses planning step 1 only. Future contract amendments will be presented to Council as the plan proceeds into future planning steps.

### **Fiscal Notes:**

Under the contract for planning step 1, the cost share that is being proposed is 50% OWRD funded, 50% City funded. The contract only requires a 25% cost match, but City staff recommend a higher initial match to extend the available OWRD funding until additional funding sources can be identified.

The City has budgeted \$260,000 in the FY17 budget; \$130,000 of OWRD grant funds, and \$130,000 of City match funds.

### **Alternatives:**

N/A

**Attachments:**

- Place Based Integrated Water Resource Planning Agreement

# *Place-Based Integrated Water Resources Planning Pilots*

*GRANT AGREEMENT*

**#GA-0000-17**

*Mid-Coast Place-Based Planning Pilot*

By: City of Newport

*OREGON WATER RESOURCES DEPARTMENT*



**GRANT AGREEMENT**

**GA-0000-XX**

*Mid-Coast Place-Based Planning Pilot*

**BETWEEN: State of Oregon**, acting by and through its  
**Oregon Water Resources Department** (Grantor),  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1266  
Phone Number: PHONE  
Facsimile Number: (503) 986-0903  
E-Mail Address: [placebasedplanning@wrp.state.or.us](mailto:placebasedplanning@wrp.state.or.us)  
The Grantor's Coordinator for this Grant is  
**Harmony Burrigh** – **Planning Coordinator**

**AND: Grantee Name** (Grantee)

Attn: XXX  
Title: XXX  
Address: XXX  
Telephone Number: XXX  
Facsimile Number: XXX  
E-Mail Address: XXX  
Federal Identification Number: XX-XXXXXXXX

**SECTION 1  
LEGAL BASIS OF AWARD**

Section 1.01 Legal Basis of Award. Pursuant to Oregon Laws 2015, Chapter 780, Section 2, Grantor is authorized to enter into a grant agreement and to make an award, from the Oregon Water Resources Department Funds (“Funds”), to Grantee for the purposes set forth herein.

Section 1.02 Agreement Documents. This grant agreement (“Grant Agreement” or “Agreement”) consists of the following documents, which are attached hereto and hereby incorporated into this Agreement by reference and are listed in descending order of precedence: this Grant Agreement, less all exhibits;  
**Exhibit A** (Budget);  
**Exhibit B** (Work Plan);  
**Exhibit C** (Governance Agreement);  
**Exhibit D** (Grantee’s Letter of Interest selected for funding by the Commission);  
**Exhibit E** (2015 Oregon Laws Authorizing Place-Based Planning Grants).

Section 1.03 Effective Date. This Agreement shall be effective (“Effective Date”) on July 1, 2016, after it has been signed by the Grantor and Grantee (“Parties”) and in the case of the Grantor, all necessary approvals have been obtained.

## **SECTION 2 GRANT AWARD**

Section 2.01 Notice of Grant Award. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of **\$135,000** (the “Grant”) from the Funds to financially support place-based planning activities consistent with the 2015 Draft Place-Based Planning Guidelines and the Exhibits to this Agreement. Changes to the Grant amount may be implemented by Grantor upon notice from Grantor to Grantee of such change or may, at the request of Grantor, be implemented through amendment(s) to this Grant Agreement. The Grant Budget is set forth in Exhibit A.

Section 2.02 Grant Availability and Termination Date. The availability of Grant moneys under this Agreement and Grantor’s obligation to disburse Grant moneys shall begin on the Effective Date of the Agreement and end on the Grant Availability Termination Date (the “Termination Date”) of **December 31, 2018**. Grantee shall not submit any reimbursement request for expenditures that occur before the Effective Date or after the Termination Date.

Section 2.03 Disbursement of Grant Moneys. Subject to Sections 2.04 and 2.05, Grantor shall disburse the Grant moneys to Grantee upon submission of a Request for Release of Funds Form. The Request for Release of Funds Form must be completed and signed by the Grantee with appropriate documentation of expenditures prior to approval and payout of any funds by Grantor. All tasks identified within the Exhibits must be completed by the Grant Availability Termination Date (as defined herein). The final 10% of Grant moneys will be released for payment upon submission and Grantor approval of the final project deliverable described in Exhibit A and B.

Section 2.04 Conditions Precedent to this Agreement or any Amendment to this Agreement. Grantor’s obligations under this Agreement or under any amendment to this Agreement are subject to compliance by Grantee with all its reporting obligations under any earlier or existing grant agreements with the Grantor.

Section 2.05 Conditions Precedent to Disbursements. Grantor’s obligation to disburse Grant moneys to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Moneys are available to finance the disbursement;
- (b) Grantor has received sufficient funding, appropriations limitations, allotments, or other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantee’s representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement;
- (d) Grantee is in compliance with all reporting requirements of this Agreement;
- (e) Grantee is in compliance with the requirements set forth in Exhibit E;
- (f) The Grantee continues to demonstrate that it is striving to achieve a minimum 25% match;
- (g) Grantee has obtained all permits and licenses from local, state or federal agencies or governing bodies necessary to perform its obligations under this Agreement and has provided Grantor with a copy thereof; and,
- (h) No default as described in Section 6.03 has occurred.

- (i) Prior to the execution of this agreement, the Grantee and Grantor will agree upon a preliminary Budget (Exhibit A) and Work Plan (Exhibit B) that outline the scope of work and costs associated with Planning Step 1. The agreed upon Budget (Exhibit A) will specify the Funds approved for Planning Step 1.
- (j) Prior to disbursement of Funds for work associated with additional planning steps: the Grantor must receive, review, and approve a Governance Agreement (Exhibit C), as well as a revised Budget (Exhibit A) and Work Plan (Exhibit B) that describe the scope of work and costs associated with those planning steps. These Exhibits shall be labeled “Final,” dated and signed, and then substituted for the previous Exhibits without the necessity of a formal amendment to this Agreement.
- (k) The Grantee is in compliance with its approved Governance Agreement once it is included as an Exhibit to this Agreement (Exhibit C).

### **SECTION 3 USES OF GRANT**

Section 3.01 Eligible Uses of Grant. Grantee’s use of the Grant moneys is limited to those expenditures necessary to successfully execute the work described in Exhibits A and B and that are in accordance with the Allowable Costs guidance document provided by the Grantor. Equipment purchases of a durable nature are not approved by the Grantor unless expressly authorized in writing.

Section 3.02 Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant moneys to retire any debt, to reimburse any person or entity for expenditures made or expenses incurred prior to the Effective Date. No more than 10% of the Grant may be used to pay for the administrative costs of Grantee. The aggregate of all disbursements of the Grant shall not exceed the amount documented in Section 2.01.

Section 3.03 Unexpended Grant Moneys. Any Grant moneys disbursed to Grantee, and any interest earned by Grantee on the Grant moneys, that are not expended by Grantee in accordance with this Agreement by the earlier of the Termination Date or the date this Agreement is terminated shall be returned to Grantor. Grantee shall return all unexpended funds to Grantor within fifteen (15) days after the earlier of the Termination Date or the date this Agreement is terminated.

### **SECTION 4 GRANTEE’S REPRESENTATIONS AND WARRANTIES**

Grantee represents and warrants to Grantor as follows:

Section 4.01 Existence and Power. Grantee has full power and authority to transact the business in which it is engaged and the legal right to execute and deliver this Agreement, and incur and perform its obligations hereunder.

Section 4.02 Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative body or any provision of Grantee’s organization documents and (c) do not and will not result in the breach of, or constitute a default or require any consent under, any other agreement or

instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03 Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04 Approvals. No authorization, consent, license, or approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

## **SECTION 5 GRANTEE'S AGREEMENTS**

Section 5.01 Project and Project Deliverables. The Work Plan and Budget that are approved by the Grantor will constitute the project that the State agrees to fund under this Grant Agreement (the "Project"). Grantee shall complete the Project and submit agreed upon project deliverables described in Exhibit A and Exhibit B to Grantor by the Termination Date or such later date as the Grantor may designate, in Grantor's sole and absolute discretion, by written notice to Grantee; provided however, that if the total amount of the Grant is not available solely because one or more of the conditions set forth in Sections 2.05 (a) and (b) are not satisfied, Grantee will not be required to complete the Project.

Section 5.02 Semi-Annual Progress Reports. The Grantee shall provide the Grantor with a progress report two times per calendar year (submitted within 45 days of June 30 and December 31). The report will utilize the forms provided by the Grantor which will include information regarding the expenditure of the Funds, compliance with the terms of this Agreement, progress toward completion of the Project as documented in the Exhibits, a narrative on the activities completed as part of the Project, and match that has been contributed towards the Project to-date. Whenever practical, the deliverables associated with each planning step (outlined in Exhibits A and B) can be submitted to help fulfill this reporting requirement.

Section 5.03 Reporting. Grantee will provide reports in accordance with Section 5.02 and the Exhibit B Work Plan deliverables.

Section 5.04 Accounting for Expenses. Grantee shall account for funds distributed by the Grantor using forms provided by the Grantor.

Section 5.05 Release of Reports. All reports that the Grantor determines to be final and complete will be made available to the public.

Section 5.06 Records and Inspection. Grantee shall keep proper books of account and records on all activities associated with the Grant including, but not limited to, books of account and records on expenditure of the Grant moneys and on the activities financed with the Grant moneys. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of six years after the Termination Date or the date that all disputes, if any, arising under this Agreement have been resolved. Grantee will permit Grantor, the Secretary of State of the State of Oregon, or their duly authorized representatives to inspect its properties, all work done, labor performed and materials furnished in connection with the activities financed with Grant moneys, and to review and make excerpts, transcripts and copies of its books of account and records with respect to the receipt and disbursement of funds received from Grantor. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to these books of account and records at any reasonable time for as long

as the records are maintained.

Section 5.07 Certification of Compliance with Laws. Grantee hereby certifies that it has complied, and agrees that it shall comply, with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant moneys and the activities financed with the Grant moneys. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section V of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659A.142, (d) all regulations and administrative rules established pursuant to the foregoing laws, and (e) all other application requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Section 5.08 Sub-agreements.

- (a) Grantee may enter into agreements with sub-recipients, contractors or sub-contractors (“Sub-agreements”) for performance of the Project. Grantee must provide prior written notice to the Grantor before entering into Sub-agreements over \$5,000 describing the Work Plan tasks which the sub-agreement is intended to help complete, the cost of the sub-agreement, and a description of the selection process by which the sub-agreement was awarded. All Sub-agreements must be in writing and duly executed by the Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Sub-agreements. Grantee agrees to provide the Grantor with a copy of any signed Sub-agreements upon request by the Grantor. Any material breach of a term or condition of Sub-agreements relating to funds covered by this Agreement must be reported by the Grantee to the Grantor within ten (10) days of it being discovered. Use of a Subagreement does not relieve the Grantee of its responsibilities under this Agreement.
- (b) Any entity entering into a Sub-agreement, that is not a unit of local government as defined in ORS 190.004, if any, agrees to indemnify the Grantor on substantially the same terms as the Grantee is indemnifying the Grantor as set forth in Section 7.07.

Section 5.09 Work Products and Intellectual Property. Any work products developed using grant funding will remain in the public domain and cannot be used for proprietary purposes. The parties hereby mutually grant to each other an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, publish, perform and display the work product, and to authorize others to do the same on each other’s behalf.

**SECTION 6  
TERMINATION AND DEFAULT**

Section 6.01 Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02 Termination by Grantor. Grantor may terminate this Agreement, for any reason, upon 30 days advance written notice to Grantee. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances:

- (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement; or,
- (b) The Grantor does not have sufficient funds to continue making payments under this Agreement; or,
- (c) There is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by

this Agreement is no longer eligible for funding; or,

- (d) In accordance with Section 6.04.

Section 6.03 Default. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the activities funded by the Grant, the expenditure of Grant moneys or the performance by Grantee is untrue in any material respect when made; or
- (c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vi) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (vii) takes any action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04 Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, reallocation of funds allocated to the Project but not used, and declaration of ineligibility for the receipt of future funding from the Grantor. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

## SECTION 7 MISCELLANEOUS

Section 7.01 No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02 Choice of Law; Designation of Forum; Federal Forum.

- (a) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- (b) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- (c) Notwithstanding Section 7.02(b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Section 7.03 Notices. Except as otherwise expressly provided in this Agreement, any notices or demands required or permitted to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any such notice or demand so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice or demand delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any notice or demand by personal delivery shall be deemed to be given when actually delivered.

Section 7.04 Amendments. This Agreement may not be altered, modified, supplemented, extended or amended in any manner except by written instrument signed by both parties. Budget variances less than or equal to 15 percent of the approved budget associated with each planning step in Exhibit A do not require an amendment. Budget variances greater than 15 percent of the approved budget associated with each planning step in Exhibit A require an amendment. No term of this Agreement may be waived unless such waiver is agreed to in writing by the party against whom such waiver is sought to be enforced.

Section 7.05 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06 Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07 Indemnity. Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and Grantor and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Grantee or its officers, employees, or agents under this Agreement.

Section 7.08 Time is of the Essence. Grantee agrees that time is of the essence under this Agreement.

Section 7.09 Survival. All provisions of this Agreement set forth in the following sections and all provisions of this Agreement that by their terms are intended to survive shall survive termination of this Agreement: Section 3.03, Unexpended Grant Moneys; Section 5.06, Records and Inspection; Section 5.08, Work Product; and Section 7, MISCELLANEOUS.

Section 7.10 Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.11 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.12 Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties, and neither party hereto shall be deemed an agent, partner, joint venture or related entity of the other by reason of this Agreement.

Section 7.13 Headings. The section headings in this Agreement are included for convenience only, they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.14 No Third Party Beneficiaries. Grantor and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

Section 7.15 Duplicate Payment. Grantee shall not receive duplicate payments from another entity for expenses invoiced to the Grantor.

Section 7.16 False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

Section 7.17 Cooperation. The Grantor and Grantee acknowledge that as the Project progresses, aspects of the project captured in the Exhibits may need to be adjusted and refined through the amendment process, and that the ultimate success of this Project requires the cooperation of both Parties. Grantor and

Grantee both agree to use good faith efforts and their best professional judgement to resolve any issues that may arise during the course of the Project. In addition, following termination of the grant, Grantor may ask Grantee for cooperation and assistance in completing additional reports related to progress in implementation of the Grantee's place-based integrated water resources plan and/or in describing lessons learned from the planning process.

Section 7.18 Dispute Resolution. The Grantor and Grantee shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Grantor and Grantee may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Section 7.19 Memorandum of Agreement. The Grantor and Grantee may decide to develop a non-binding Memorandum of Agreement to describe the roles and responsibilities of both parties, including support offered by the Department during the planning process.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

**GRANTOR**



**STATE OF OREGON**  
acting by and through its **Water Resources Department**

By:  
Name: Tracy Louden  
Title: Administrator, Administrative Services Division

Date: \_\_\_\_\_

**GRANTEE**

By:  
Name:  
Title:

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047  
AND OAR 137-045-0030:**

Assistant Attorney General:

Date: \_\_\_\_\_

**EXHIBIT A**  
Preliminary Budget

<b>Step</b>	<b>Tasks</b>	<b>Deliverables</b>	<b>Target Date (mm/dd/yr)</b>	<b>Total Budget Estimate</b>	<b>OWRD Estimated Funds</b>	<b>Local Estimated Funds</b>
Planning Step 1 – Build a collaborative and integrated process	<b>Task 1-A:</b> Overall Project Management/Coordination	<ul style="list-style-type: none"> <li>▪ Memorandum of Agreement with OWRD</li> <li>▪ Progress reports</li> </ul>	Ongoing	\$15,000	<b>\$7,500*</b>	\$7,500
	<b>Task 1-B:</b> Identify and Engage Stakeholders/Partners	<ul style="list-style-type: none"> <li>▪ Situation/stakeholder assessment</li> <li>▪ Partnership database</li> </ul>	Ongoing	\$10,000	<b>\$2,500*</b>	\$2,500
	<b>Task 1-C:</b> Build and Sustain a Collaborative Process	<ul style="list-style-type: none"> <li>▪ Meeting agendas</li> <li>▪ Meeting minutes</li> <li>▪ Governance Agreement</li> </ul>	Ongoing	\$26,000	<b>\$13,000*</b>	\$13,000
	<b>Task 1-D:</b> Gather/Analyze Information and Identify Project Needs	<ul style="list-style-type: none"> <li>▪ Summary report of existing information (including a list of available reports/documents)</li> <li>▪ Work Plan</li> </ul>	Ongoing	\$20,000	<b>\$10,000*</b>	\$10,000
	<b>Task 1-F:</b> Develop and Execute Communication/Outreach Strategy	<ul style="list-style-type: none"> <li>▪ Communication and Outreach Plan</li> <li>▪ Outreach Materials (handout, website, etc).</li> </ul>	Ongoing	\$10,000	<b>\$2,500*</b>	\$2,500
	<b>Task 1-G:</b> Develop and Execute Funding Strategy	<ul style="list-style-type: none"> <li>▪ Pursuit Plan</li> <li>▪ Grant applications and supplementary materials (including letters of support)</li> <li>▪ Grant Summary Report</li> </ul>	Ongoing	\$10,000	<b>\$5,000*</b>	\$5,000
	<b>Indirect Costs</b>	na	Ongoing	\$9,000	<b>\$4,500*</b>	\$4,500
	<b>Planning Step 1 Budget</b>	<u>Required:</u> <i>Governance Agreement, Work Plan, and Communication/ Outreach Plan</i>		<b>2/28/17</b>	<b>\$100,000</b>	<b>Approved OWRD Funds: \$50,000</b>

\* Estimated budget, for tracking purposes.

**EXHIBIT B**  
Preliminary Scope of Work

<b>Planning Step 1</b>	<b>Planning Step 1</b>
	<b>Task 1-A: Overall Project Management/Coordination</b>
	<u>1-A Activities:</u>
	<ul style="list-style-type: none"> <li>• Manage overall scope, schedule and cost of project</li> <li>• Coordinate overall partner/stakeholder involvement</li> <li>• Coordinate OWRD involvement</li> <li>• Develop materials in support of overall project execution</li> <li>• Develop and track project metrics</li> </ul>
	<u>1-A Deliverables:</u>
	<ul style="list-style-type: none"> <li>• Memorandum of Agreement with OWRD</li> <li>• Semi-Annual Progress Reports</li> </ul>
	<u>1-A Outcomes:</u>
	<ul style="list-style-type: none"> <li>• The project is being managed on schedule, on budget and within scope</li> <li>• The planning process is well coordinated between stakeholders</li> <li>• Project successes are being tracked and communicated</li> <li>• Project risks are being identified and managed</li> </ul>
	<b>Task 1-B: Identify and Engage Stakeholders/Partners</b>
	<u>1-B Activities:</u>
	<ul style="list-style-type: none"> <li>• Identify interested partners/stakeholders</li> <li>• Conduct partner/stakeholder outreach to better understand interests/concerns</li> <li>• Collect and consider stakeholder input to help guide overall process design</li> <li>• Support partner capacity</li> </ul>
	<u>1-B Deliverables:</u>
	<ul style="list-style-type: none"> <li>• Situation/stakeholder assessment</li> <li>• Partnership database</li> </ul>
	<u>1-B Outcomes:</u>
<ul style="list-style-type: none"> <li>• Stakeholders/partners are proactively identified and engaged to ensure early and active involvement</li> </ul>	
<b>Task 1-C: Build and Sustain a Collaborative Process</b>	
<u>1-C Activities:</u>	
<ul style="list-style-type: none"> <li>• Coordinate and facilitate meetings</li> <li>• Provide between meeting support/coordination</li> <li>• Develop and disseminate meeting documentation</li> <li>• Develop Governance Agreement <ul style="list-style-type: none"> <li>○ Find and review example Governance Agreements</li> <li>○ Develop drafts, collaboratively review and revise drafts, finalize document</li> </ul> </li> </ul>	
<u>1-C Deliverables:</u>	
<ul style="list-style-type: none"> <li>• Meeting agendas</li> <li>• Meeting minutes</li> <li>• Governance Agreement</li> </ul>	
<u>1-C Outcomes:</u>	
<ul style="list-style-type: none"> <li>• The planning group includes a “balanced representation of interests”</li> <li>• Stakeholders/partners feel that they have a voice in the process and their issues/ concerns are recognized</li> <li>• Meetings are well organized and productive and provide a forum for collaborative discussions and decision-making</li> <li>• The structure and composition of the planning group is clearly defined, including a structure for decision-making</li> </ul>	

	<b>Task 1-D: Gather/Analyze Information and Identify Needs</b>
	<u>1-E Activities:</u> <ul style="list-style-type: none"> <li>• Identify and compile existing sources of information</li> <li>• Analyze existing information and identify information needs/gaps</li> <li>• Collect and include stakeholder/partner input re: information needs/gaps</li> <li>• Develop Work Plan <ul style="list-style-type: none"> <li>○ Develop drafts, collaboratively review and revise drafts, finalize document</li> </ul> </li> </ul>
	<u>1-E Deliverables:</u> <ul style="list-style-type: none"> <li>• Summary report of existing information (including a list of available reports/documents)</li> <li>• Work Plan</li> </ul>
	<u>1-E Outcomes:</u> <ul style="list-style-type: none"> <li>• There is a clear path forward detailing how the planning group will accomplish local integrated water planning consistent with the place-based planning guidelines</li> </ul>
	<b>Task 1-E: Develop and Execute Communication/Outreach Strategy</b>
	<u>1-G Activities:</u> <ul style="list-style-type: none"> <li>• Develop and execute a Communication/Outreach Strategy</li> <li>• Develop communication/outreach materials</li> </ul>
	<u>1-G Deliverables/Outcomes:</u> <ul style="list-style-type: none"> <li>• Communication/Outreach Strategy</li> <li>• Outreach materials</li> </ul>
	<u>1-G Outcomes:</u> <ul style="list-style-type: none"> <li>• There is a strategy for ensuring “an open and transparent process that fosters public participation”</li> </ul>
	<b>Task 1-F: Funding Strategy</b>
	<u>1-H Activities:</u> <ul style="list-style-type: none"> <li>• Develop a strategy to pursue and track match funding</li> <li>• Develop and submit grant applications with associated documents (e.g., letters of support) to support planning</li> </ul>
	<u>1-H Deliverables:</u> <ul style="list-style-type: none"> <li>• Pursuit Plan (i.e., strategy to secure additional funding)</li> <li>• Grant applications and supplementary materials (including letters of support)</li> <li>• Grant Program Summary (summary of grants that support planning)</li> </ul>
	<u>1-H Outcomes:</u> <ul style="list-style-type: none"> <li>• There is a strategy in place to individually and collectively pursue funding in support of place-based planning</li> </ul>

**EXHIBIT C**

Governance Agreement Placeholder

Planning Step 1 Deliverable

This placeholder to be substituted with an approved Governance Agreement following planning step 1.

**EXHIBIT D**

Grantee's Letter of Interest selected for funding by the Commission

On file at the Oregon Water Resources Department.

**EXHIBIT E**

2015 Oregon Laws Authorizing Place-Based Planning Grants

Accessed at: [https://www.oregonlegislature.gov/bills\\_laws/lawsstatutes/2015orLaw0780.pdf](https://www.oregonlegislature.gov/bills_laws/lawsstatutes/2015orLaw0780.pdf)

**CHAPTER 780**

**AN ACT**

SB 266

Relating to place-based integrated water resources strategies; and declaring an emergency.

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1.** Section 2 of this 2015 Act is added to and made a part of ORS chapter 536.

**SECTION 2.** (1) As used in this section, "place-based integrated water resources" means waters that are from sources within a single drainage basin or within an area that is a subset of a single drainage basin.

(2) The Water Resources Department may issue grants from available moneys to facilitate the preparation of place-based integrated water resources strategies that are consistent with state laws concerning the water resources of this state, state water resources policy and department requirements. The department may issue grants under this subsection to:

- (a) A person;
  - (b) A public body as defined in ORS 174.109;
- or
- (c) An Indian tribe.

(3) The department may enter into contracts or agreements with, and provide technical assistance and information to, a person, a public body as defined in ORS 174.109 or an Indian tribe for the development of place-based integrated water resources strategies.

(4) Place-based integrated water resources strategies described in subsections (2) and (3) of this section must:

(a) Be developed in collaboration with a balanced representation of interests;

(b) Balance current and future in-stream and out-of-stream needs;

(c) Include the development of actions that are consistent with the existing state laws concerning the water resources of this state and state water resources policy;

(d) Facilitate implementation of local solutions;

(e) Be developed utilizing an open and transparent process that fosters public participation; and

(f) Be developed in consultation with the department.

(5) The Water Resources Commission may adopt rules for the administration of this section.

**SECTION 3.** (1) Section 2 of this 2015 Act is repealed July 1, 2019.

(2) The repeal of section 2 of this 2015 Act does not affect any rights or responsibilities established in a grant, contract or agreement made under section 2 of this 2015 Act prior to July 1, 2019.

**SECTION 4.** This 2015 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2015 Act takes effect on its passage.

Approved by the Governor July 27, 2015  
Filed in the office of Secretary of State July 27, 2015  
Effective date July 27, 2015

# CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: June 20, 2016

## Agenda Item:

### **Vacation Policy Regarding Participation of City Employees in Sister City Visits**

#### Background:

As you are aware I will be participating in a Sister City visit in July to Mombetsu, Japan. Travel expenses for all participants on Sister City visits are paid by the individuals participating in the trip. The city does not offset any of the travel expenses for the participants including City Council members and city staff members that would participate in the trip. I would suggest that the City Council consider allowing any city employee who participated in a Sister City trip to utilize paid administrative time versus vacation time for the travel days and the days that they participate in actual Sister City activities. If the Council is supportive of that, we would include a provision in our upcoming rewrite of our personnel manual to that effect. Overall I think this is a good policy to have since this is truly a mix of vacation and work when city staff is involved with this type of a visit. Furthermore, it may promote other involvement by city staff in future Sister City exchanges. This was the case in Sault Ste. Marie.

In my particular case I am requesting that the City Council grant me five administrative paid days (instead of utilizing vacation time) for the time that I will be in Mombetsu, Japan as part of the 50<sup>th</sup> anniversary of our Sister City agreement and authorize inclusion of a similar provision for future Sister City exchanges for city employees participating in exchange trips. I will use vacation days for the additional time we will spend in Japan prior to Mombetsu.

#### Recommended Action:

I recommend the City Council consider the following motion:

**I move to grant the request from the City Manager for five paid administrative paid days for the time the City Manager will be in Mombetsu, Japan as part of the 50<sup>th</sup> anniversary of the Sister City agreement and authorize the inclusion of a similar provision for future Sister City exchanges for city employees participating as part of a delegation from the City of Newport.**

#### Fiscal Effects:

None from a compensation stand point however I will retain five of vacation pay that I will otherwise need to use for this trip. The same would be true from a policy standpoint for employees who participate in future exchanges.

#### Alternatives:

Do not grant the administrative time per the request, do not include this type of provision in the personnel manuals or as suggested by the City Council.

Respectfully Submitted,



## CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: June 20, 2016

### Agenda Item:

### **Scheduling a Meeting with Local Units of Government on Affordable Housing and Homelessness in Lincoln County.**

#### Background:

Earlier this year, Councilors Allen and Swanson, and I attended a meeting with Congressman Schrader in Lincoln City. We had an opportunity to talk to Lincoln City Councilor Dick Anderson regarding the possibility of holding a meeting with local city council members and Lincoln County officials and key staff members from those organizations to discuss the various issues and approaches regarding affordable/work force housing. There was interest in participation in that meeting from Lincoln City. Since that time, I have spoken with Wayne Belmont from the county, and we have discussed at a Lincoln County Manager's meeting, the possible of holding this meeting. Other cities would be interested in participating in this discussion. It is my opinion that it would be appropriate to have a discussion among Lincoln County locally elected officials and key staff members from those local units of government to determine what approaches we might be able to look at on a county wide basis in order to try and address the housing issues that are evident in our coastal communities. I am suggesting that the City Council offer to convene this meeting in the City Hall Council Chambers on Tuesday, July 12 at 3:00 PM. I would also suggest that the various local units of government who wish to participate in this meeting post it as a joint work session in their jurisdiction if they have quorum of their elected officials able to participate.

If you recall, the City of Newport and Lincoln County participated in the development of a housing study associated with the Marine Studies Initiative at the Hatfield Marine Science Center. The study was taking a look at housing needs for both students and staff that would occur with this development. The study identified a lack of certain types of housing for new employees at OSU proposed facility. The study identified various strategies, that if exercised on a regional basis, would create consistent opportunities for developers to maximize any potential tax incentives, or other tools to encourage the development of multi-family housing and other types of housing as well. Lincoln County has expressed concern about providing tax-reverted properties at no cost for housing in Lincoln County projects because of the impact this would have on taxing entities. This would be a good discussion to have to see if the need to incentivize housing is greater than the need to collect taxes by the various taxing districts in Lincoln County.

I would also propose the City Council then resume its discussion on strategies relating to addressing housing issues within the City of Newport at a work session in August. Also in August, I would suggest the City Council have a final discussion on the Memorandum of Understanding the city currently has with the Lincoln Community Land Trust regarding the city's intention to continue or terminate the Memorandum of Understanding that we have previously entered into with Lincoln City, and Lincoln County with the Land Trust.

**Recommended Action:**

I recommend the City Council schedule a work session for July 12, 2016, at 3 PM in the City Hall Council Chambers and invite other municipal, and county elected and staff members, as well as the Confederated Siletz Tribe to participate in this discussion regarding addressing affordable housing issues in Lincoln County.

**Fiscal Effects:**

None.

**Alternatives:**

Do not schedule this work session, schedule this work session for another date, or as suggested by the Council.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. R. Nebel".

Spencer R. Nebel

## CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: June 20, 2016

### Agenda Item:

### **Status Report on the Implementation of a New City Website**

#### Background:

Richard Dutton has been working with a staff steering committee over the past couple of years on modernizing and improving the city's website. We are planning to implement the new website effective July 1. While the new website is intuitive, it will change how you access certain information that is contained on the website. We are planning a training session for staff, and would like to invite members of the City Council to sit in on that session on Monday June 27 at noon in the Council Chambers. I certainly appreciate the time and effort that Richard and various departments have spent in reinventing the city's website. I have attached a few images from the website to give you a sneak preview of the look and layout of this site.

#### Recommended Action:

None.

#### Fiscal Effects:

This project has been completed with in-house staff.

#### Alternatives:

None recommended.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Spencer R. Nebel".

Spencer R. Nebel

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Starts June 20th  
Monday - Friday  
7.45am - 5.30pm

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Councilor Dean Sawyer

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City Council Meeting	June 20, 2016 - 06:00 PM	

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City Council Meeting	May 16, 2016	<a href="#">Agenda</a>	<a href="#">May 16 2016</a>	<a href="#">Video</a>
City Council Meeting	May 2, 2016	<a href="#">Agenda</a>		<a href="#">Video</a>
City Council Meeting	Apr 18, 2016	<a href="#">Agenda</a>	<a href="#">April 18, 2016</a>	<a href="#">Video</a>

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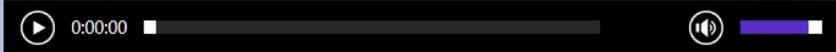
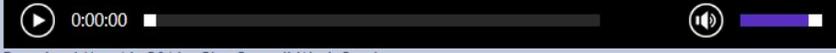
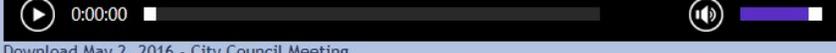
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5/16/2016	City Council Minutes 5-16-16	 Download May 16, 2016 - City Council Work Session
		 Download May 16, 2016 - City Council Meeting
5/2/2016		 Download May 2, 2016 - City Council Meeting
		 Download May 2, 2016 City Council Work Session
4/18/2016	City Council Minutes 4-18-16	 Download City Council Work Session - April 18, 2016

## CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: June 20, 2016

### Agenda Item:

### **Approval of Amendment No. 3 and Task Orders 3.02 through 3.07 with Chase Park Grants for 2016-17 Fiscal Year**

#### Background:

Since 2012 the City of Newport has contracted with Chase Park Grants to provide various assistance with developing opportunities for future of public projects. This work includes evaluating new and upcoming grant opportunities for various potential projects within the city, reviewing various potential capital improvements that may be eligible for funding, compiling comprehensive research data for prospective projects, establish and cultivate relationships with key funding prospects, exploring strategies to raise capital funds through such innovative measures as creating a demonstration project, researching and compiling grant materials for city use, conducting up to four “funder cultivation meetings” with targeted funders for specific potential projects. This is the base contract with Chase Park Grants with the proposed monthly amount for the 2016-17 fiscal year of \$12,025.

In addition, when specific projects are identified the services provided by Chase Park Grants are done by specific task order. These amounts are in addition to the base contract.

In 2016-17 six specific task orders have been identified, as outlined in the report, from Public Works Director Tim Gross. The additional expense for pursuing these six specific projects is \$285,285. A breakdown is provided in the attached staff report.

Chase Park Grants has been very effective in building support and consensus among the various State and Federal funding agencies for projects that would benefit the tax payers of the City of Newport. Furthermore, the assistance they provide on specific grant application is critical for us to be able to take advantage of these types of opportunities.

#### Recommended Action:

I recommend the City Council acting as the Local Contract Review Board consider the following motion:

**I move approval Of Amendment No. 3 with Chase Park Grants extending the contract through June 30, 2017 for an annual cost of \$141,414.**

**I further move approval of Task Orders 3.02 through 3.07 in the total amount of \$285,285 with Chase Park Grants.**

#### Fiscal Effects:

Sufficient funds have been appropriated in the specific projects to cover the specific task orders with in the attached reports.

Alternatives:

None recommended.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Spencer R. Nebel". The signature is fluid and cursive, with the first name being the most prominent.

Spencer R. Nebel



**STAFF REPORT  
CITY COUNCIL AGENDA**

**Prepared by:** Timothy Gross, PE, Director of Public Works/City Engineer

**Title:** Approval of Amendment No. 3 and Task orders 3.02 through 3.07 with Chase Park Grants for fiscal year 2017.

**Recommended Motion:**

I move to approve amendment no. 3 to the Grant Consulting Services Agreement with Chase Park Grants dated July 23, 2012, extending the contract through June 30, 2017 and increasing the contract amount by \$141,414.

I move to approve Task orders 3.02 through 3.07 in the amount of \$285,285 with Chase Park Grants.

**Background Information:**

This amendment, covering tasks 1 and 2, adjusts the services and pricing structure provided in the general services agreement per the attached Exhibit A – Scope of Work. The City has contracted with Chase Park Grants, LLC since July of 2012. This amendment increases the number of hours provided by the consultant from what was propose in the original contract to provide additional strategic grant planning and research.

The attached Scope of Work describes these tasks in detail, and include strategic grant planning for future grant pursuits, assist with grant administration, develop relationships with grant program officers, and attend and coordinate funding meetings with targeted funders.

The task orders are specific to particular grant pursuits and are summarized as follows:

- Task Order no. 3.02 is continued administrative support for the WaterSMART grant submitted this past year for the Automatic Meter Interface (AMI) water meter project. The City should receive word on the outcome of this grant pursuit any time.
- Task order 3.03 is for pursuit of an Oregon Park and Recreation Department (OPRD) Grant for Sam Moore Park and Betty Wheeler Field improvements. The City was awarded a low interest SRF loan through the DEQ for storm water

improvements at Sam Moore Park. These funds are eligible to be used for the grant match for this pursuit.

- Task order no. 3.04 is for pursuing additional funds for the Big Creek Dam remediation. To date, the City has received \$250,000 in grant funds from the Oregon Water Resources Department (OWRD) 1069 program and has just received notice that the City has just been awarded and additional \$250,000 in grant funds from the OWRD 1069 program for a total of \$500,000. This task order includes administrative assistance in coordinating this recent grant award, and also includes pursuing additional funds potentially from the OWRD 839 program, the Meyer Memorial Trust Environmental Grant, US Bureau of Reclamation (USBR) Basin Study Program, and the USBR Drought Resiliency Grant program.
- Task order no. 3.05 is for pursuing additional funds for the water quality project in the Sam Moore watershed and for administration of the existing SRF low interest loan. Additional funding sources that may minimize the amount of funds borrowed through the SRF program include potential funding from the OPRD Land & Water Conservation Fund and OWRD Restoration Grant Program.
- Task order no. 3.06 is for pursuing additional funding to continue the Place Based Planning water planning project. This past year the City was awarded \$130,000 from OWRD to implement a regional water planning project along the central Oregon Coast. The current funding only supports the five phase plan through the first three planning phases. The purpose of this task order is to pursue additional funds and to provide support for the Place Based Planning process.
- Task Order no 3.07 is to pursue funds for seismic rehabilitation of the City's water storage tanks. Several of the City's storage tanks are older and are not designed to survive an earthquake. Funding acquired through this task order will be used to either upgrade the tanks or replace them with seismically resilient tanks.

**Fiscal Notes:**

The amendment to this contract has been funded in the FY 17 budget as project 13011 Strategic Grant Consulting Services – Chase Park Grants in the amount of \$154,957. There are sufficient funds appropriated to fund this work,

The total cost of each task order is summarized in the following chart:

Task No.	Project	Consultant Cost
Task 3.02	Automatic Meter Interface (AMI) Water Meter Upgrade	\$20,475
Task 3.03	Park Improvement Project	\$27,300
Task 3.04	Big Creek Dam Remediation	\$117,000
Task 3.05	Nye Beach/Sam Moore Creek Water Quality Improvement	\$62,400
Task 3.06	Place-Based Planning Project	\$18,330
Task 3.07	Water Tower Seismic Retrofit Project	\$39,780*
<b>Total</b>		<b>\$285,285</b>
<i>*Includes contingency</i>		



As in previous years, the task orders are funded through specific projects in the CIP. Sufficient funds have been appropriated in each of these projects to support the grant pursuit task orders:

- Task Order no. 3.02 - project 12-029 *Fix Based Metering System (\$1,050,295)*
- Task Order no. 3.03 – project PM1 *Betty Wheeler Park Drainage Improvements (\$50,000)*
- Task Order no. 3.04 – project 11-025 *Big Creek Dams (\$801,300)*
- Task Order no. 3.05 – project 13-020 *Sam Moore Creek Water Quality and Trail Improv. (\$230,000)*
- Task Order no. 3.06 – project 16-001 *Water Supply Place Based Planning (\$260,000)*
- Task Order no. 3.07 – project W1 *Seismic Evaluation for Main Tanks (\$75,000)*

**Alternatives:**

N/A

**Attachments:**

- Amendment No. 3 to Grant Consulting Services Agreement
- Exhibit A – Scope of Work, FY17 Grants Services
- Task Orders No. 3.02 to 3.07
- Outcomes Report – FY16 Grant Consulting Services

**CITY OF NEWPORT**

**AMENDMENT NO. 3**

**TO GRANT CONSULTING SERVICES AGREEMENT  
(CONSULTANT OF RECORD)**

This AMENDMENT NO. 3 to the Grant Consulting Services Agreement dated July 23, 2012 hereinafter called Agreement, between the City of Newport, (CITY), and Chase Park Writing Services, LLC (dba Chase Park Grants, LLC), (CONSULTANT).

**A. CONTRACT EXTENSION**

Modify *CONSULTANT'S OBLIGATIONS, Section 1, Scope of Project*, as follows:

This Contract is hereby extended through June 30, 2017.

**B. FEE ADJUSTMENT**

Modify *CONSULTANT'S OBLIGATIONS, Section 2, Payment, Paragraph A*, as follows:

Delete Paragraph A and replace with the following:

*(A) Payment for the services described in paragraph 1(A) of this agreement will be made by the City to the Consultant in monthly installments, not to exceed \$12,025 per month.*

*The City is eligible for a 2% discount for pre-payment of Task 1 services for a yearly pre-payment.*

**D. SCOPE OF WORK**

Replace *Exhibit A: Scope of Work* with the attached *Exhibit A: Scope of Work*, dated 05/24/2016.

**Chase Park Grants, LLC:**

**CITY OF NEWPORT:**



By: \_\_\_\_\_

By: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF NEWPORT - FY2017 GRANTS SERVICES  
EXHIBIT A - SCOPE OF WORK**



---

**PREPARED FOR:** CITY OF NEWPORT, OREGON - PUBLIC WORKS DEPARTMENT  
**PREPARED BY:** TIA A. CAVENDER, MA, GPC, PRESIDENT, CHASE PARK GRANTS  
**DATE SUBMITTED:** JUNE 1, 2016

---

**BACKGROUND**

Based on results from the previous years of the City of Newport’s grant program, Chase Park Grants (Chase Park) recommend the City advance the tasks listed below during its next fiscal year (FY2017).

**TASK 1: PROJECT MANAGEMENT, REPORTING AND COST ESTIMATING**

**OBJECTIVES**

To keep the City informed of key milestones and outcomes, and to estimate costs involved in pursuing top prospects.

**APPROACH**

- Continue to review project materials relevant to capital improvement planning.
- Assess fundable features and identify key opportunities.
- Assign funding priority based on construction timelines, budgets, and available grants.
- Evaluate new and upcoming grant opportunities to determine fit with project scope, eligibility, grant purpose, deadline, and budget.
- Work with City employees to verify eligibility and evaluate competitiveness of projects.
- Make recommendations about priority, competitiveness, and leverage potential.
- Respond to technical assistance questions.
- Provide grant/loan administration and reporting assistance.

**DELIVERABLES**

- Monthly invoices
- Progress and Outcomes reports
- Scope of work documents, contracts and contract amendments, and cost estimates for targeted pursuits

## **TASK 2. GENERAL RESEARCH & ELIGIBILITY DETERMINATION**

### **OBJECTIVE**

To conduct quality research about the top funding prospects, to confirm applicant and project eligibility, and to evaluate project competitiveness.

### **APPROACH**

- Compile comprehensive research data for top prospects (i.e., grant application materials, guidance documents, list of past awards, technical assistance materials).
- Interview program officers to gather information about targeted grant programs.
- Help establish and cultivate relationships with key prospects.
- Participate in planning meetings with City staff and engineering team.
- Recommend tactics to improve the City's grant success.
- Explore strategies to raise capital funds (i.e., designing a demonstration project).
- Identify, research, and make recommendations about leverage opportunities.
- Research and compile grant materials for the City's use.

### **DELIVERABLES**

- Grant-specific resources, including: grant program summary, funding plan sample applications, technical assistance documents, etc.
- Grant calendar
- Coordination of up to four "funder cultivation meetings" with targeted funders
- Updated versions of the top prospect list

## **TASK 3. TECHNICAL ASSISTANCE FOR GRANT PURSUITS**

Activities conducted under the Task 3 work orders are specific to pursuing grant or loan funds to support the City's capital and infrastructure projects, specifically: Automatic Meter Interface (AMI) Water Meter Upgrade (3.02); Newport Park Improvements (3.03); Big Creek Dam Remediation (3.04); and Nye Beach/Sam Moore Creek Water Quality Improvement (3.05).

The table below summarizes the anticipated cost and expense for each Task 3 work order. Specific descriptions of Task 3 approach, activities, deliverables, and cost estimates are included in the individual Task 3 Work Orders documents.

Task No.	Project	Consultant Cost
Task 3.02	Automatic Meter Interface (AMI) Water Meter Upgrade	\$20,475
Task 3.03	Park Improvement Project	\$27,300
Task 3.04	Big Creek Dam Remediation	\$117,000
Task 3.05	Nye Beach/Sam Moore Creek Water Quality Improvement	\$62,400
Task 3.06	Place-Based Planning Project	\$18,330
Task 3.07	Water Tower Seismic Retrofit Project	\$39,780*
<b>Total</b>		<b>\$285,285</b>
<i>*Includes contingency</i>		

### COSTS AND TERMS

Cost to provide the general services outlined in Task 1 and Task 2 for fiscal year 2017 (7/1/16 to 6/30/17) is \$144,300.

The City may opt for monthly invoicing terms, billed at \$12,025 per month, or it may accept our pre-payment terms, which include a one-time payment for the full amount minus a 2% pre-payment discount. Should the City opt for the pre-payment option, the one-time invoice amount will be \$141,414, which reflects a discount of \$2,886.

Activities related to Task 3 projects will be billed on a time and materials basis as outlined in the individual Task 3 Work Orders.



**CITY OF NEWPORT - TASK 3.02 WORK ORDER  
FY2017 TECHNICAL ASSISTANCE SERVICES  
AUTOMATIC METER INTERFACE (AMI) WATER METER UPGRADE PROJECT**

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**PREPARED FOR:** CITY OF NEWPORT, OREGON - PUBLIC WORKS DEPARTMENT  
**PREPARED BY:** TIA A. CAVENDER, MA, GPC, PRESIDENT, CHASE PARK GRANTS  
**DATE SUBMITTED:** JUNE 1, 2016

---

**OBJECTIVE**

Obtain grant funds to support the City's Automatic Meter Interface (AMI) Water Meter Upgrade project.

**APPROACH**

- Conduct in-depth research about the Oregon Water Resources Department's Water Projects Grants and Loans program to establish an appropriate pursuit strategy.
- Conduct key informant interviews, including an in-person meeting with the program officer.
- Create an interview guide in preparation for key informant interviews.
- Access score and ranking criteria, and identify ways to maximize competitiveness.
- Confirm eligibility status and verify eligible project expenses.
- Coordinate between funding agency representatives, the City's Public Works Department, and its technical advisors.
- Facilitate planning meetings and obtain technical information from engineers and other consultants.
- Complete application, budget documents, letters of support, and auxiliary materials.
- Provide ongoing support during the application submission, review, and award process.

**DELIVERABLES**

- Pursuit Plan detailing activities and strategies to maximize the City's competitiveness for grant funds.
- Grant Program Summary detailing application requirements, review criteria, key milestones, and award process.
- Draft and final iterations of grant application forms and supplementary materials.
- Attend one in-person funder meeting or site visit.
- Draft letters of support to accompany application submissions as needed.

**CITY INVOLVEMENT**

- The City's financial department will assist in providing financial documents and consultation as needed.
- The City's Public Works Director and associated engineering and legal consultants will participate in the planning process, review and approve draft and final versions of loan applications.
- The City's engineering vendor/s will provide technical expertise, engineering reports, and environmental reports as needed.
- City staff will assist in obtaining and compiling supplementary application materials, letters of support, and other materials as needed.
- The City will cover costs for technical assistance or support provided by other consultants (e.g. engineers).

**PROJECT SCHEDULE**

This work order spans the City's 2017 fiscal year, beginning July 1, 2016 and ending June 30, 2017 or when approved funds have been exhausted, whichever occurs first. The timeline of activities will vary depending on the funding agency, application deadlines and City staff availability.

**COST OF SERVICES**

We expect to use 105 consultant team hours to conduct the work as described in this scope. Based on a consultant team rate of \$195/hour, the cost to conduct the work in this scope is \$20,475. Work will be invoiced monthly, based on a time and materials basis.

CONSULTANT:

By: 

Tia A. Cavender  
 President, Chase Park Grants, LLC  
 P.O. Box 202314  
 Denver, CO 80220

Date: \_\_\_\_\_

CITY OF NEWPORT:

By: \_\_\_\_\_

City of Newport  
 169 SW Coast Highway  
 Newport, OR 97365

Date: \_\_\_\_\_



**CITY OF NEWPORT - TASK 3.03 WORK ORDER  
FY2017 TECHNICAL ASSISTANCE SERVICES  
OREGON PARKS & RECREATION DEPT. GRANT PURSUIT**

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**PREPARED FOR:** CITY OF NEWPORT, OREGON - PUBLIC WORKS DEPARTMENT  
**PREPARED BY:** TIA A. CAVENDER, MA, GPC, PRESIDENT, CHASE PARK GRANTS  
**DATE SUBMITTED:** JUNE 1, 2016

---

**OBJECTIVE**

Obtain grant funds to support park improvements for City of Newport Parks.

**APPROACH**

- Conduct in-depth research about the Oregon Parks and Recreation Department's Local Government Grants program to establish an appropriate pursuit strategy.
- Conduct key informant interviews, including an in-person meeting with the program officer.
- Create an interview guide in preparation for key informant interviews.
- Assess score and ranking criteria, and identify ways to maximize competitiveness.
- Confirm eligibility status and verify eligible project expenses.
- Coordinate between funding agency representatives, the City's Public Works Department, and its technical advisors.
- Facilitate planning meetings and obtain technical information from engineers and other consultants.
- Liaise between grant team, IFA program officer, City staff and City consultants.
- Complete application, budget documents, letters of support, and auxiliary materials.
- Provide ongoing support during the application submission, review, and award process.

**DELIVERABLES**

- Pursuit Plan detailing activities and strategies to maximize the City's competitiveness for grant funds.
- Grant Program Summary detailing application requirements, review criteria, key milestones, and award process.
- Draft letters of support to accompany application submissions as needed.
- Draft and final iterations of grant and/or loan application forms and supplementary materials.

**CITY INVOLVEMENT**

- The City's financial department will assist in providing financial documents and consultation as needed.
- The City's Public Works Director and associated engineering and legal consultants will participate in the planning process, review and approve draft and final versions of loan applications.
- The City's engineering vendor/s will provide technical expertise, engineering reports, and environmental reports as needed.
- City staff will assist in obtaining and compiling supplementary application materials, letters of support, and other materials as needed.
- The City will cover costs for technical assistance or support provided by other consultants (e.g. engineers).

**PROJECT SCHEDULE**

This work order spans the City's 2017 fiscal year – beginning July 1, 2016 and ending June 30, 2017. The timeline of activities will vary depending on the funding agency requirements, project deadlines, and City staff availability.

**COST OF SERVICES**

We expect to use 140 consultant team hours to conduct the work as described in this scope. Based on a consultant team rate of \$195/hour, the cost to conduct the work in this scope is \$27,300. Work will be invoiced monthly, based on a time and materials basis.

CONSULTANT:

By: 

Tia A. Cavender  
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 P.O. Box 202314  
 Denver, CO 80220

Date: \_\_\_\_\_

CITY OF NEWPORT:

By: \_\_\_\_\_

City of Newport  
 169 SW Coast Highway  
 Newport, OR 97365

Date: \_\_\_\_\_



**CITY OF NEWPORT - TASK 3.04 WORK ORDER  
FY2017 TECHNICAL ASSISTANCE SERVICES  
BIG CREEK DAMS REMEDIATION PROJECT**

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**PREPARED FOR:** CITY OF NEWPORT, OREGON - PUBLIC WORKS DEPARTMENT  
**PREPARED BY:** TIA A. CAVENDER, MA, GPC, PRESIDENT, CHASE PARK GRANTS  
**DATE SUBMITTED:** JUNE 1, 2016

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**OBJECTIVE**

Obtain grant and/or low-interest loan funds to support the seismic remediation of the Big Creek Dams.

**APPROACH**

Chase Park has identified four funding opportunities to pursue in FY2017: Oregon Water Resources Department's Water Supply Development Loan, Meyer Memorial Trust Environmental Grant, US Bureau of Reclamation Basin Study, and the US Bureau of Reclamation Drought Resiliency Grant. Activities are as follows:

- Conduct in-depth research into targeted grant programs to establish appropriate pursuit strategies.
- Conduct key informant interviews, including an in-person meeting with program officers.
- Create an interview guide in preparation for key informant interviews.
- Assess score and ranking criteria, and identify ways to maximize competitiveness.
- Confirm eligibility status and verify eligible project expenses.
- Coordinate between funding agency representatives, the City's Public Works Department, and its technical advisors.
- Facilitate planning meetings and obtain technical information from engineers and other consultants.
- Liaise between grant team, program officers, City staff and City consultants.
- Complete application, budget documents, letters of support, and auxiliary materials.
- Provide ongoing support during the application submission, review, and award process.

**DELIVERABLES**

- Pursuit Plan detailing activities and strategies to maximize the City's competitiveness for grant funds.
- Grant Program Summary detailing application requirements, review criteria, key milestones, and award process.

- Draft and final iterations of grant and loan application forms and supplementary materials.
- Draft letters of support to accompany application submissions as needed.

**CITY INVOLVEMENT**

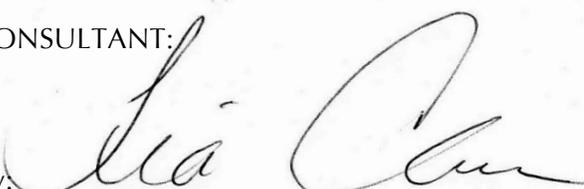
- The City's financial department will assist in providing financial documents and consultation as needed.
- The City's Public Works Director and associated engineering and legal consultants will participate in the planning process, review and approve draft and final versions of grant applications.
- The City's engineering vendor/s will provide technical expertise, engineering reports, and environmental reports as needed.
- City staff will assist in obtaining and compiling supplementary application materials, letters of support, and other materials as needed.
- The City will cover costs for technical assistance or support provided by other consultants (e.g. engineers).

**PROJECT SCHEDULE**

This work order spans the City's 2017 fiscal year, beginning July 1, 2016 and ending June 30, 2017 or when approved funds have been exhausted, whichever occurs first. The timeline of activities will vary depending on the funding agency, application deadlines and City staff availability.

**COST OF SERVICES**

We expect to use 600 consultant team hours to conduct the work as described in this scope. Based on a consultant team rate of \$195/hour, the cost to conduct the work in this scope is \$117,000. Work will be invoiced monthly on a time and materials basis.

CONSULTANT:  
  
 By: \_\_\_\_\_  
 Tia A. Cavender  
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 By: \_\_\_\_\_  
 City of Newport  
 169 SW Coast Highway  
 Newport, OR 97365

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**CITY OF NEWPORT - TASK 3.05 WORK ORDER  
FY2017 TECHNICAL ASSISTANCE SERVICES  
NYE BEACH/SAM MOORE CREEK WATER QUALITY IMPROVEMENT PROJECT**

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**PREPARED FOR:** CITY OF NEWPORT, OREGON - PUBLIC WORKS DEPARTMENT  
**PREPARED BY:** TIA A. CAVENDER, MA, GPC, PRESIDENT, CHASE PARK GRANTS  
**DATE SUBMITTED:** JUNE 1, 2016

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**OBJECTIVE**

Obtain grant funds to support water quality improvements at Nye Beach and Sam Moore Creek.

**APPROACH**

Chase Park has identified two funding opportunities to pursue in FY2017: Oregon Parks and Recreation Department's Land & Water Conservation Fund and Oregon Water Resources Department's Restoration Grant Program. Activities are as follows:

- Conduct in-depth research into targeted grant programs to establish appropriate pursuit strategies.
- Conduct key informant interviews, including an in-person meeting with program officers.
- Create an interview guide in preparation for key informant interviews.
- Assess score and ranking criteria, and identify ways to maximize competitiveness.
- Confirm eligibility status and verify eligible project expenses.
- Coordinate between funding agency representatives, the City's Public Works Department, and its technical advisors.
- Facilitate planning meetings and obtain technical information from engineers and other consultants.
- Liaise between grant team, IFA program officer, City staff and City consultants.
- Complete application, budget documents, letters of support, and auxiliary materials.
- Provide ongoing support during the application submission, review, and award process.

**DELIVERABLES**

- Pursuit Plan detailing activities and strategies to maximize the City's competitiveness for grant funds.
- Grant Program Summary detailing application requirements, review criteria, key milestones, and award process.
- Draft and final iterations of grant and loan application forms and supplementary materials.
- Draft letters of support to accompany application submissions as needed.

**CITY INVOLVEMENT**

- The City's financial department will assist in providing financial documents and consultation as needed.
- The City's Public Works Director and associated engineering and legal consultants will participate in the planning process, review and approve draft and final versions of grant applications.

- The City's engineering vendor/s will provide technical expertise, engineering reports, and environmental reports as needed.
- City staff will assist in obtaining and compiling supplementary application materials, letters of support, and other materials as needed.
- The City will cover costs for technical assistance or support provided by other consultants (e.g. engineers).

**PROJECT SCHEDULE**

This work order spans the City's 2017 fiscal year, beginning July 1, 2016 and ending June 30, 2017 or when approved funds have been exhausted, whichever occurs first. The timeline of activities will vary depending on the funding agency, application deadlines and City staff availability.

**COST OF SERVICES**

We expect to use 320 consultant team hours to conduct the work as described in this scope. Based on a consultant team rate of \$195/hour, the cost to conduct the work in this scope is \$62,400. Work will be invoiced monthly on a time and materials basis.

CONSULTANT:

By: 

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 Denver, CO 80220

Date: : \_\_\_\_\_

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By: \_\_\_\_\_

City of Newport  
 169 SW Coast Highway  
 Newport, OR 97365

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**CITY OF NEWPORT - TASK 3.06 WORK ORDER  
FY2017 TECHNICAL ASSISTANCE SERVICES  
PLACE BASED PLANNING PROJECT**

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**PREPARED FOR:** CITY OF NEWPORT, OREGON - PUBLIC WORKS DEPARTMENT  
**PREPARED BY:** TIA A. CAVENDER, MA, GPC, PRESIDENT, CHASE PARK GRANTS  
**DATE SUBMITTED:** JUNE 1, 2016

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**OBJECTIVE**

To help build strategic partnerships, advance a strategic funding plan, and help obtain matching funds for the Oregon Water Resources Department (OWRD) Place-based Planning grant.

**APPROACH**

Conduct planning activities for the Place-based Planning (PBP) project, and advance grant pursuits for private funders such as: Georgia Pacific Foundation, Siletz Tribal Charitable Contribution Fund, Meyer Memorial Trust, the Oregon Health Authority Drinking Water Source Protection Fund, and others as identified.

Activities to advance this pursuit will include:

- Help initiate stakeholder outreach and identify potential partnerships.
- Help coordinate and host funder cultivation events.
- Revise project budget and project partner list.
- Finalize scope and budget for each member of the technical team.
- Coordinate with OWRD about grant agreement, reporting, and grant administration requirements.
- Conduct in-depth research about targeted funding programs.
- Help advance the grant pursuits and prepare application materials.

**DELIVERABLES**

- Pursuit Plan
- Grant Program Summary
- Draft and final iterations of grant applications and supplementary materials
- Draft letters of support

**CITY INVOLVEMENT**

- The City's financial department will assist in providing financial documents and compiling supplemental materials as needed.
- The City's Public Works Director and associated consultants will participate in the planning process, including review and approve final versions of grant applications.

- The City's technical consultants (e.g., engineering vendors) will provide technical expertise, engineering reports, and environmental reports as needed. The City will cover costs for technical assistance provided by its technical consultants.
- City staff will assist in obtaining and compiling supplementary application materials, letters of support, and other materials as needed.

**PROJECT SCHEDULE**

This work order spans the City's 2017 fiscal year, beginning July 1, 2016 and ending December 31, 2016 or when approved funds have been exhausted, whichever occurs first.

Work will be conducted in two distinct phases over the project period (Planning Step 1 and Planning Step 2), which will coincide with the Place-based Planning Grant requirements set forth by the Oregon Water Resources Department.

**COST OF SERVICES**

We expect to use up to 94 consultant team hours to conduct the work as described in this scope. Based on a consultant team rate of \$195/hour, the cost to conduct the work in this scope will not exceed \$18,330. Work will be invoiced monthly on a time and materials basis.

CONSULTANT:  
  
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CITY OF NEWPORT:  
 By: \_\_\_\_\_

City of Newport  
 169 SW Coast Highway  
 Newport, OR 97365

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**CITY OF NEWPORT - TASK 3.07 WORK ORDER  
FY2017 TECHNICAL ASSISTANCE SERVICES  
OWRD PURSUIT FOR WATER TOWER SEISMIC RETROFIT**

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**PREPARED FOR:** CITY OF NEWPORT, OREGON - PUBLIC WORKS DEPARTMENT  
**PREPARED BY:** TIA A. CAVENDER, MA, GPC, PRESIDENT, CHASE PARK GRANTS  
**DATE SUBMITTED:** JUNE 1, 2016

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**OBJECTIVE**

Obtain grant funds to support the seismic rehabilitation of Newport's above-ground water towers.

**APPROACH**

- Conduct in-depth research about the Oregon Water Resources Department's (OWRD) Water Projects Grants and Loans program to establish an appropriate pursuit strategy.
- Conduct key informant interviews, including an in-person meeting with the program officer.
- Create an interview guide in preparation for key informant interviews.
- Receive technical support by participating in the pre-application conference with the program officer.
- Provide feedback to OWRD staff in charge of refining their grant application process.
- Access score and ranking criteria, and identify ways to maximize competitiveness.
- Analyze application cohort from first funding cycle to determine trends in giving, scoring, etc.
- Evaluate award pool from the previous funding cycle.
- Interview previous applicants to obtain lessons learned about the application process.
- Confirm eligibility status and verify eligible project expenses.
- Solicit supporters to provide public comments during the public comment period.
- Attend two OWRD Water Resource Commission meetings.
- Cultivate relationships with member of the Water Resources Commission.
- Coordinate between funding agency representatives, the City's Public Works Department, and its technical advisors.
- Facilitate planning meetings and obtain technical information from engineers and other consultants.
- Create application content with limited information from engineer (just project scope and budget).

- Complete application, budget documents, letters of support, and auxiliary materials.
- Provide ongoing support during the application submission, review, and award process.

### **DELIVERABLES**

- Pursuit Plan detailing activities and strategies to maximize the City's competitiveness for grant funds.
- Grant Program Summary detailing application requirements, review criteria, key milestones, and award process.
- Draft and final iterations of grant application forms and supplementary materials.
- Attend one in-person funder meeting or site visit.
- Draft letters of support to accompany application submissions as needed.

### **CITY INVOLVEMENT**

- The City's financial department will assist in providing financial documents and consultation as needed.
- The City's Public Works Director and associated engineering and legal consultants will participate in the planning process, review and approve draft and final versions of loan applications.
- The City's engineering vendor/s will provide technical expertise, engineering reports, and environmental reports as needed.
- City staff will assist in obtaining and compiling supplementary application materials, letters of support, and other materials as needed.
- The City will cover costs for technical assistance or support provided by other consultants (e.g. engineers).

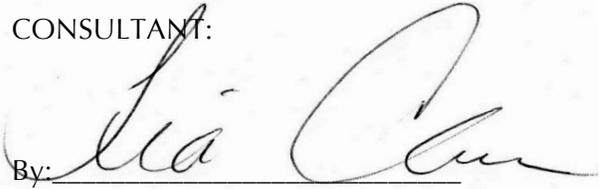
### **PROJECT SCHEDULE**

This work order spans the City's 2017 fiscal year, beginning July 1, 2016 and ending June 30, 2017 or when approved funds have been exhausted, whichever occurs first. The timeline of activities will vary depending on the funding agency, application deadlines and City staff availability.

### **COST OF SERVICES**

We expect to use 170 consultant team hours to conduct the work as described in this scope. Based on a consultant team rate of \$195/hour, the cost to conduct the work in this scope is \$33,150. This estimate is based on the current application and scoring process. However, OWRD is expected to revise the application and update its scoring process, both of which could significantly affect the level of effort necessary to complete a competitive grant application. Therefore, we have included a 20% contingency, bringing the total cost to \$39,780. Work will be invoiced monthly, based on a time and materials basis.

CONSULTANT:

By: 

Tia A. Cavender  
President, Chase Park Grants, LLC  
P.O. Box 202314  
Denver, CO 80220

Date: \_\_\_\_\_

CITY OF NEWPORT:

By: \_\_\_\_\_

City of Newport  
169 SW Coast Highway  
Newport, OR 97365

Date: \_\_\_\_\_

# OUTCOMES REPORT FOR CHASE PARK GRANTS CONSULTING SERVICES FY2016

The following statistics reflect Chase Park Grants' activities and accomplishments to date for Fiscal Year 2016.

