



CITY COUNCIL SPECIAL MEETING AGENDA

Monday, January 29, 2024 - 6:00 PM

City Council Chambers 169 SW Coast Highway Newport, Oregon 97365

All public meetings of the City of Newport will be held in the City Council Chambers of the Newport City Hall, 169 SW Coast Highway, Newport. The meeting location is accessible to persons with disabilities. A request for an interpreter, or for other accommodations, should be made at least 48 hours in advance of the meeting to Erik Glover, City Recorder at 541.574.0613, or e.glover@newportoregon.gov.

All meetings are live-streamed at <https://newportoregon.gov>, and broadcast on Charter Channel 190. Anyone wishing to provide written public comment should send the comment to publiccomment@newportoregon.gov. Public comment must be received four hours prior to a scheduled meeting. For example, if a meeting is to be held at 3:00 P.M., the deadline to submit written comment is 11:00 A.M. If a meeting is scheduled to occur before noon, the written comment must be submitted by 5:00 P.M. the previous day. To provide virtual public comment during a city meeting, a request must be made to the meeting staff at least 24 hours prior to the start of the meeting. This provision applies only to public comment and presenters outside the area and/or unable to physically attend an in person meeting.

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.

1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

4. CONSENT CALENDAR

4.A **Acknowledge Receipt of Links to Video/Audio Files for Minutes**
[Video Links for Minutes to be approved 1-29-2024.pdf](#)

4.B **Approval of City Council Meeting and Work Session Minutes**
[December_21__2023_Special_City_Council_Meeting_Minutes_Final.pdf](#)
[01-02-2024_City_Council_Minutes-final.pdf](#)
[01-02-2024_City_Council_Work_Session_Minutes-_Final.pdf](#)
[01-08-2024_City_Council_Work_Session_Minutes-_Final.pdf](#)

4.C **Receipt of Approved Committee Minutes**
[60 Plus Minutes 10-23-23.pdf](#)
[60 Plus Minutes-11-20-23.pdf](#)
[9-12-2023_BPAC_Minutes__Approved_12.19.23_.pdf](#)
[AC_March_15_2022_minutes-Final.pdf](#)
[AC_April_12_2022_minutes-Final.pdf](#)
[AC_July_12_2022_minutes-Final.pdf](#)
[AC_May_10_2022_minutes-Final.pdf](#)
[AC_August_9_2022_minutes-Final.pdf](#)
[AC_September_13_2022_minutes-Final.pdf](#)
[AC_November_8_2022_minutes-Final.pdf](#)
[AC_January_10_2023_minutes-Final.pdf](#)
[AC_May_23_2023_minutes-Final.pdf](#)
[AC_June_13_2023_minutes-Final.pdf](#)
[AC_March_14_2023_minutes-Final.pdf](#)
[AC_July_11_2023_minutes-Final.pdf](#)
[AC_August_8_2023_minutes-Final.pdf](#)
[AC_September_12_2023_minutes.pdf](#)
[AC_November_14_2023_minutes-_Final.pdf](#)
[AC_December_12_2023_minutes_Final.pdf](#)
[PC_Reg_Session_12-11-23_Approved_01-08-24.pdf](#)
[PC_Work_Session_12-11-23_Approved_01-08-2024.pdf](#)

4.D **Ratify the Mayor's Reappointment of Jim Seavers to the Airport Committee for a term expiring December 31, 2025.**
[Staff_Report_-_Committee_Appointment-_Airport.pdf](#)

4.E **Ratify the Mayor's Reappointment of Dietmar Goebel and Cynthia Jacobi to the Audit committee for Terms Expiring December 31, 2025.**

[Staff_Report_-_Committee_Appointment-_Audit.pdf](#)

5. PUBLIC HEARING

- 5.A Public Hearing and Potential Adoption of Ordinance No. 2218, and Ordinance Banning the Sale or Use of Fireworks in the City of Newport.**
[City Manager's Report.pdf](#)
[Council_Staff_Report_Fireworks_ban_Public_Hearing_ordinance_1-16-24.pdf](#)
[Fireworks_-_Sales___Use_-_by_Jurisdiction__12.22.23_.pdf](#)
[Lincoln County Ordinance 532 Fireworks amendments 1_3_24.pdf](#)
[Ord._No._2218_-_Fireworks_-_amending_NMC_8.20.020_-_final_draft_-track_changes.pdf](#)
[Ord._No._2218_-_Fireworks_-_amending_NMC_8.20.020_-_final_draft_-clean_copy.pdf](#)
[Trout_Public_Comment.pdf](#)
[K Kelly Fireworks Comment .pdf](#)
[Walser-Clark Comment Fireworks.pdf](#)
[Wilson Fireworks Comment.png](#)
- 5.B Public Hearing and Consideration of Changes to Chapter 4.15 Vehicles for Hire, to Incorporate Provisions for Temporary Taxi Drivers for the Seafood and Wine Festival**
[City Manager's Report.pdf](#)
[NMC_ch._4.15_modified_1-11-24_-_track_changes.pdf](#)
- 5.C Public Hearing and Potential Adoption of Resolution No. 4007, a Resolution Establishing Fees for Payment in Lieu of Providing Off-Street Parking Spaces for New Developments in Metered Areas**
[City Manager's Report.pdf](#)
[Staff_Report1.pdf](#)
[Resolution No. 4007 - In Lieu Fees_updated.pdf](#)
[Ord_2215_Signed.pdf](#)
[Special_Parking_Area_Map.pdf](#)
- 5.D Public Hearing and Potential Adoption of Resolution No. 4004, a Resolution Providing for a Supplemental Budget and Making Appropriations/Total Requirement changes for Fiscal Year 2023 - 2024**
[City Manager's Report.pdf](#)
[Staff Report for Resolution 4004 City Supplemental Budget - January 29, 2024.pdf](#)
[Resolution No. 4004 City Supplemental Budget January 29, 2024.pdf](#)
[Resolution No. 4004 - Attachment A.pdf](#)
- 5.E Public Hearing and Potential Adoption of Resolution No. 4009, a Resolution**

Adopting a Position Profile as Standards, Criteria, and Policy Directives to be Used in Hiring a City Manager and Allowing for Public Comment

[City Manager's Report.pdf](#)

[Res 4009 Final.pdf](#)

[Newport_CM_Position_and_Hiring_Cover_Page_vF.pdf](#)

6. COMMUNICATIONS

6.A From Oregon Cascade West Council of Governments Appointment to the CWACT

[City Manager's Report](#)

[CWACT Member Nomination Fillable Form.pdf](#)

[CWACT email.pdf](#)

6.B From the Airport Committee - Land Lease for Hangar Site D-3 to Michael and Karyn Vest

[City Manager's Report.pdf](#)

[Staff_Report_Michael___Karyn_Vest_D3_lease.pdf](#)

[Agreement_XXXX_Vest_D3.pdf](#)

[South_Hangar_Site_2020.pdf](#)

[agreement_3415_5D_Holdings_LLC_D3.pdf](#)

7. CITY MANAGER'S REPORT

7.A Report and Possible Action of Modification to the City of Newport's Defined Contribution Retirement Program

[City Manager's Report.pdf](#)

7.B Consideration of an Amendment to the Safe Routes to School Intergovernmental Grant Agreement for Bike and Pedestrian Improvements Along NE Harney Street

[City Manager's Report.pdf](#)

[Staff Report.pdf](#)

[SRTS23-12_City_of_Newport_Amd_1.pdf](#)

[Newport_Request_for_Change_Order_No._1.pdf](#)

[SRTS23-12_City_of_Newport_fully_executed.pdf](#)

[Hwy_20_and_Harney_Base_Map__7-28-2022_.pdf](#)

7.C Consideration of Adoption Resolution 4008, a Resolution Recertifying a Water Supply Management and Conservation Work Group

[City Manager's Report.pdf](#)

[Res 4008.pdf](#)
[Resolution_3949_Signed_EG_5252022_Final.pdf](#)

7.D Authorization of an Additional Full-Time Equivalent (FTE) Position for Finance

[City Manager's Report.pdf](#)
[Staff_Report_Accounting_Technician_-_Receivables_2024.pdf](#)
[Accounting_Technician_Receivables_Final_2023.pdf](#)

7.E Draft Policy for Government Speech

[City Manager's Report.pdf](#)
[Resolution.pdf](#)
[Email_from_Allen_Justia_Government_Speech_Link.pdf](#)

7.F Authorization of Travel to Washington D.C. for Council Members for Meetings on the Big Creek Dam

[City Manager's Report](#)

8. LOCAL CONTRACT REVIEW BOARD

8.A Award of Bid for the Water Treatment Plant Excess Recirculation (XR) Upgrade/Storage Building Project to Emory and Sons Construction Group, LLC, in the Amount of \$568,940

[City Manager's Report.pdf](#)
[WTP XR Upgrades - Staff Report for Construction.pdf](#)

8.B Authorization of Funding and the Purchase of a Storage Area Network (SAN) from Dell [RE]DESIGN in the Amount of \$466,810 through the National Cooperative Purchase Alliance (NCPA)Number C000000985001

[City Manager's Report](#)
[SAN 2024 Report.pdf](#)
[City of Newport x \[re\]DESIGN x Dell - Data Center Modernization 12.15.23.pdf](#)
[City of Newport - Data Center Modernization - 12.18.23 \(3\).pdf](#)

9. PUBLIC COMMENT

10. ADJOURNMENT

Video Links for Minutes to be Approved 1-16-2024

Special City Council Minute 12/21/23

<https://thecityofnewport.granicus.com/player/clip/1177>

City Council Work Session Minutes 1/02/24

<https://thecityofnewport.granicus.com/player/clip/1178>

City Council Minutes 1/02/24

<https://thecityofnewport.granicus.com/player/clip/1180>

City Council Work Session Minutes 1/08/24

<https://thecityofnewport.granicus.com/player/clip/1181>

Airport Committee Minutes 3/15/22

<https://thecityofnewport.granicus.com/player/clip/779>

Airport Committee Minutes 4/12/22

<https://thecityofnewport.granicus.com/player/clip/795>

Airport Committee Minutes 5/10/22

<https://thecityofnewport.granicus.com/player/clip/815>

Airport Committee Minutes 7/12/22

<https://thecityofnewport.granicus.com/player/clip/1166>

Airport Committee Minutes 8/09/22

<https://thecityofnewport.granicus.com/player/clip/862>

Airport Committee Minutes 9/13/22

<https://thecityofnewport.granicus.com/player/clip/881>

Airport Committee Minutes 11/08/22

<https://thecityofnewport.granicus.com/player/clip/911>

Airport Committee Minutes 1/10/23

<https://thecityofnewport.granicus.com/player/clip/954>

Airport Committee Minutes 3/14/23

<https://thecityofnewport.granicus.com/player/clip/996>

Airport Committee Minutes 5/23/23

<https://thecityofnewport.granicus.com/player/clip/1046>

Airport Committee Minutes 6/13/23

<https://thecityofnewport.granicus.com/player/clip/1055>

Airport Committee Minutes 7/11/23

<https://thecityofnewport.granicus.com/player/clip/1070>

Video Links for Minutes to be Approved 1-16-2024

Airport Committee Minutes 8/08/23

<https://thecityofnewport.granicus.com/player/clip/1085>

Airport Committee Minutes 9/12/23

<https://thecityofnewport.granicus.com/player/clip/1105>

Airport Committee Minutes 11/14/23

<https://thecityofnewport.granicus.com/player/clip/1150>

Airport Committee Minutes 12/12/23

<https://thecityofnewport.granicus.com/player/clip/1169>

Bicycle and Pedestrian Advisory Committee Minutes 9/12/23

<https://thecityofnewport.granicus.com/player/clip/1106>

Planning Commission Regular Session Minutes 12/11/23

<https://thecityofnewport.granicus.com/player/clip/1168>

Planning Commission Work Session Minutes 12/11/23

<https://thecityofnewport.granicus.com/player/clip/1167>

60+ Committee Minutes 10/23/23

<https://thecityofnewport.granicus.com/player/clip/1131>

60+ Committee Minutes 11/27/23

<https://thecityofnewport.granicus.com/player/clip/1159>

**City of Newport
Special City Council Minutes
December 21, 2023**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT	
Time Start: 5:02 P.M.	Time End: 5:23 P.M.

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
Mayor Kaplan	Spencer Nebel, City Manager
Councilor Emond (Zoom)	Erik Glover, Assistant City Manager/City Recorder
Councilor Botello	Jeanne Tejada, Deputy City Recorder
Councilor Goebel	Steve Baugher, Finance Director
Councilor Hall	Chris Beatty, Acting City Engineer
Councilor Parker	David Allen, City Attorney
Councilor Jacobi (Zoom)	

AGENDA ITEM	ACTIONS
SPECIAL MEETING	
CALL TO ORDER AND ROLL CALL	
<p>Roll Call</p> <p>Pledge of Allegiance.</p>	<p>Glover conducted roll call.</p> <p>Council, staff and the audience participated in the Pledge of Allegiance.</p>
<p>REPORT AND APPROPRIATION ADDITION TO FUNDING FOR REPAIRS FOR THE OCEANVIEW DRIVE SLIDE UNDER LIMITED EMERGENCY 2023-2</p> <p>City Manager Report</p>	<p>Glover introduced this topic and Nebel presented the written City Manager Report.</p> <p>Beatty reported that a 24" storm sewer was placed under the road, to replace the very deep and broken storm sewer which was located, and the rock slope armoring was being completed.</p> <p>Beatty advised of two slide locations, and reported the current line is truss pipe which is old, and not been used for quite some time. He advised a second slide took place slightly north of the current site, but the sanitary sewer is being bypassed via pump to a 2nd manhole, due to slide breaking the pipe, and then the repair area breaking again during a 2nd slide. The original plan was to splice in a repair section, but due to the number of breaks, and the age of the pipe it was now determined it was in the best interest of the City to replace the entire run of sanitary sewer. He added</p>

	<p>the road/slope armoring had an additional benefit of adding a 2-foot shoulder increasing safety.</p> <p>It was referenced an additional \$100,000 was needed to come from reserves in the General fund, and the contract itself was designed to be NTE/not to exceed \$100,000, for a total of \$250,000, including previous appropriation.</p> <p>Brief discussion was held on the contract NTE amount.</p> <p>It was indicated the slope armoring work and manhole work would be done soon, and paving would take place when weather permitted.</p> <p>MOTION made by Hall, seconded by Goebel to appropriate \$100,000 from the General Fund Reserve to complete sanitary sewer work for emergency repairs. MOTION carried unanimously in a voice vote.</p> <p>Beatty advised that the public works crew has been doing an exceptional job with assistance on this project.</p>
<p>LOCAL CONTRACT REVIEW BOARD</p> <p>Possible Action as Local Contract Review Board</p>	<p>Kaplan opened the LCRB at 5:21 PM.</p> <p>MOTION by Goebel seconded by Hall move to authorize an increase in contracted amount with Construction- Building- Road, LLC (CBR) for repairs to the storm sewer and sanitary sewer for the Oceanview Drive emergency repair project from an amount of \$150,000 to a new not-to-exceed amount of \$250,000, subject to review by the City Attorney MOTION carried in unanimous voice vote.</p> <p>Kaplan closed the LCRB at 5:23 P.M.</p>
<p>ADJOURNMENT</p>	<p>Meeting adjourned at 5:23 P.M.</p>

**City of Newport
City Council Minutes
January 2, 2024**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT
Time Start: 6:07 P.M. Time End: 8:30 P.M.

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
Mayor Kaplan	Spencer Nebel, City Manager
Councilor Emond	Erik Glover, Assistant City Manager/City Recorder
Councilor Botello	Derrick Tokos, Community Development Director
Councilor Goebel	Jason Malloy, Police Chief
Councilor Hall	Steve Baugher, Finance Director
Councilor Parker	Rob Murphy, Fire Chief
Councilor Jacobi	David Allen, City Attorney (via Zoom)

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL Roll Call Pledge of Allegiance.	Council, staff and the audience participated in the pledge of allegiance.
PUBLIC COMMENT Trisha Geer	Submitted written public comment which spoke to a parking related matter, a fee/fine that occurred with a privately owned/business parking area and the signage posted in the private businesses parking area.
ELECTION OF COUNCIL PRESIDENT City Manager's Report	Nominations were held. MOTION was made by Emond, seconded by Botello to appoint Councilor Hall as Council President. MOTION carried unanimously in a voice vote.
CONSENT CALENDAR Acknowledge Receipt of Links to Video/Audio Files for Minutes Approve Minutes of the Work Session and Regular Session of December 4, 2023. Approve Minutes of the Executive Session of December 4, 2023. Reappointments to Various Committees Ratify the Mayor's Reappointment of Bryn McCornack, Terrie Murphy, Ann Way, and Shelly Thompson to the 60+ Advisory Committee for Terms Expiring December 31, 2025.	Glover read the consent calendar. MOTION made by Jacobi, seconded by Hall to approve the Consent Calendar. MOTION carried unanimously in a voice vote.

Ratify the Mayor's Reappointment of Jeff Bertuleit, Ralph Busby, and Mark Watkins to the Airport Committee for Terms Expiring December 31, 2025.

Ratify the Mayor's Reappointment of Michael Rioux to the Bicycle and Pedestrian Advisory Committee for Term Expiring December 31, 2025.

Ratify the Mayor's Reappointment of Arjen Sundman to the Budget Committee for Term Expiring December 31, 2026.

Ratify the Mayor's Reappointment of Ian Clayman, Camille Fournier, Janell Goplan, Eric Seil, and Joshua Conrad to the Destination Newport Committee for Terms Expiring December 31, 2024.

Ratify the Mayor's Reappointment of Karen Apland and Gianna Martella to the Library Board for Terms Expiring December 31, 2027.

Ratify the Mayor's Reappointment of Bill Branigan, Janell Goplan, and Doretta Smith to the Parking Advisory Committee for Terms Expiring December 31, 2025.

Ratify the Mayor's Reappointment of Charles Brown, Eva Gonzalez-Muñoz, Charles Mitchell, Shelley Moore, and Nancy Steinberg to the Parks and Recreation Advisory Committee for Terms Expiring December 31, 2025.

Ratify the Mayor's Reappointment of Gary East and Braulio Escobar to the Planning Commission for Terms Expiring December 31, 2026.

Ratify the Mayor's Reappointment of Esmeralda Hernandez to the Police Advisory Committee for Term Expiring December 31, 2025.

Ratify the Mayor's Reappointment of Anita Albrecht, Chasse Davidson, Mary Peterson, and Catherine Rickbone to the Public Arts Committee for Terms Expiring December 31, 2027.

Ratify the Mayor's Reappointment of Braulio Escobar to the Retirement Board of Trustees for Term Expiring December 31, 2027.

Ratify the Mayor's Reappointment of Paula Miranda to the Vision 2040 Advisory Committee for Term Expiring December 31, 2028.

Receipt of Approved Committee Minutes
Consisting of:

Parking Advisory Committee Minutes of 11-15-23
Planning Commission Work Session Minutes of 11-13-23
Planning Commission Minutes of 11-13-23

PUBLIC HEARING

Public Hearing an Ordinance Amending No. 2218, an Ordinance Amending Section 8.20.020 of the Newport Municipal Code Related to Prohibiting the Sale and Use of Fireworks in the City of Newport.

- a. CITY MANAGER REPORT - Spencer Nebel
- b. Public Hearing open
- c. Public Comment

Nebel presented the City Manager’s Report.

Chief Murphy was present to speak.

Kaplan opened the public hearing at 6:18pm.

Michael Kohl, spoke reporting he works with TNT Fireworks and lives in Silverton. He wanted to know if they plan to ban all fireworks or just the illegal ones. He stated that they sell “safe and sane fireworks”. This means they go up 15 feet and 12 feet in either direction, so a 24-foot radius. He questioned if fireworks are banned, how does the city plan to enforce it? Advised he doesn’t think that enforcement is currently happening for illegal fireworks. Also shared that tourists bring their own fireworks anyway.

Jason Simpson, area manager for TNT Fireworks. He lives in Eugene, OR. Shared he wanted to bring to the Council’s attention that there are unintended consequences when they ban fireworks. He stated a metrics-based ban makes sense. He stated that the Corvallis Fire Chief wrote a letter during the discussion of the same agenda item in Corvallis, and advised Eugene should be used as a lesson on bans. Eugene did not write fines for possessing fireworks, less fireworks were turned in, there were more firework related fires, and more illegal fireworks were bought and discharged. The ban in Eugene made things worse for people and they made law abiding citizens and families break the law if they chose to celebrate. He stated he is thankful they the Council will look through the literature and handouts, there are some sane points. Simpson also pointed out that folks who do fireworks illegally don’t dispose of them properly.

Paul Marrs, Newport. Spoke sharing he has listened to council’s previous discussions and he wonders if council knows the difference between legal and illegal fireworks. Council has only discussed characteristics of illegal fireworks. He

stated there has not been a fire from fireworks; and there has not been one complaint involving illegal fireworks by families in Newport; why is the council trying to stop families from having good, safe fun? He pointed out that more than one or more of the Council have floated the idea of making possession of a firework a criminal activity. If someone passing through was stopped by police, they would have to be cited for it.

Glover noted a written comment from Gary Lahman which is attached to the packet.

d. Public Hearing closed

Kaplan closed hearing at 6:27pm.

e. Council Decision

Hall questioned what percentage of funds from the 501c3, stay in Newport? Kohl stated in the last 10 years Grace Wins Haven has sold in Walmart and Fred Meyer property; they get 20% of the gross profit to run it. It all stayed within the community. Right now, things are on hold until they know if it will be shut down. Simpson stated that 20-40% of the profit stays with the nonprofit, depending upon land ownership, etc. versus if TNT pay's to lease a spot.

Hall also inquired about the "Nail Em" app. It was reported the app can be used by people to take the burden off of police and fire, but oftentimes folks obtain illegal fireworks if they cannot get local ones.

Chief Murphy presented the staff report.

Emond asked if there was any coordination between Newport and other cities/ Lincoln county on how to handle this? Murphy stated that regional agencies have Mutual Aid Agreements; the intention is to augment response around July 4th.

Hall inquired if there was a way to get an example of what is an illegal vs. legal firework? Murphy reported that the Fire Department could do a demonstration as the fire agency, also the State Fire Marshall has sheets on legal and illegal fireworks. Simpson reported he can arrange legal or illegal examples for demonstration; tntfireworks.com also has examples.

Jacobi inquired about the fire south of Waldport and an estimated cost to fight it. Murphy stated that the fire started just before July 4th by illegal fireworks on the beach, which quickly spread to brush, then spread into thicker brush and

threatened to jump the highway into a dozen homes. It required a multi-agency response, about $\frac{3}{4}$ of the county; PUD, ODF, Sherriff, USFS all responded. About 50 personnel were on scene for 3-4 hours. He estimated it cost in the low five figures to respond to it. He stated he was not sure how much it cost ODF or USFS.

Emond questioned who the largest supplier of illegal fireworks is? It was reported many are bought over the border in Washington, where they are legal.

Goebel stated he feels this ordinance takes away from people supporting the 4th of July. He stated that banning fireworks won't stop them, people can order them online. Goebel also pointed out that the ordinance is not enforceable anyway due to lack of personnel.

Kaplan reported that the Council is not taking action on approving the ordinance tonight, but he wanted to know if council wants the ordinance drawn up to discuss it?

Nebel stated that Hall suggested a demonstration. We have a Work Session on January 8, maybe possible to do something before or after the Work Session if Council is interested.

Allen, attending through Zoom, pointed out that the county had put together the 1st draft of the ordinance. The county had in their ordinance to prohibit the possession of legal fireworks, and if the county confiscates them, they will charge the owner any costs on it. He shared he didn't hear the council wanting anything along those lines, just about the use and sale of fireworks. Allen questioned if the council is considering any changes including those items?

Council held discussion and expressed varied thoughts on the subject.

MOTION made by Jacobi, seconded by Hall to move to direct staff to finalize an ordinance prohibiting the sale and use of fireworks in the City of Newport, and schedule a public hearing and possible adoption of that ordinance for the City Council meeting to be held on Tuesday, January 16, 2024. MOTION carried, with Goebel opposing the motion.

It was referenced draft would be available for January 16, 2024 Council meeting.

Public Hearing and Potential Adoption of Ordinance No. 2216, an Ordinance Amending Title XIV of the Newport Municipal Code to Implement Land Use Mandates from the 2023 Oregon Legislative Session

- a. CITY MANAGER REPORT - Spencer Nebel

- b. Public Hearing open

- c. Public Comment

- d. Public Hearing closed

- e. Council Decision

Nebel presented the City Manager Report.

Tokos summarized the changes. Tokos reported the family definition has been curtailed over time regarding acceptable residential occupancy.

Kaplan opened the Public Hearing 7:54pm.

None was heard.

Kaplan closed the Public Hearing at 7:55pm.

MOTION made by Emond, seconded by Botello to place the final passage and read by title only, Ordinance No. 2216, An Ordinance Amending chapters: 14.01, 14.03, 14.09, 14.15, 14.44, 14.48, and 14.52 of Title XIV if the Newport Municipal code to Implement Land Use Mandates from the 2023 Oregon Legislative Session. MOTION carried unanimously in a voice vote.

Glover read by title only, and conducted a roll call voice vote. MOTION carried, with all voting in favor.

Public Hearing and Possible Action to Consider a Purchase and Sale Agreement for Tideland Property to the Yakona Nature Preserve and Placed in Conservancy.

- a. CITY MANAGER REPORT - Spencer Nebel

- b. Public Hearing open

- c. Public Comment

Nebel read the City Manager's Report, advising this was the 2nd public hearing.

Kaplan opened the Public Hearing at 7:13pm.

William Barton, cofounder of Yakona Nature Preserve, spoke and he requested that this matter proceed.

Bryan Arnold, spoke reporting he co-owns Tideland Property that is adjacent to the Yakona Preserve, he owns a small oyster farm next to the preserve. Advised his father submitted written public comment. It is only a partial draft agreement right now, he requests the decision be delayed until the deeds are publicly available and can be reviewed by the public. The second recommendation deals with Exhibit C, he stated this is outside the scope of the hearing, so he would like it re-written so it applies to the sale, it

<p>d. Public Hearing closed</p> <p>e. Council Decision</p>	<p>currently has a lot of language which is not relevant to this.</p> <p>It was noted a written letter from Mark Arnold was received and attached to the agenda item.</p> <p>Kaplan closed the Public Hearing at 7:17pm.</p> <p>Parker inquired about property deeds. Nebel explained the properties were transferred to City with warranty deed. Tokos reported the City would transfer to Yakona via bargain and sale deed, thus not warranting them.</p> <p>Goebel questioned if Barton owned all the property which abuts the property in consideration. Barton responded that he thinks he does. It was stated that Bonnie and Willy Emery own a lot of it. Tokos stated that all 4 tidelands abut property of the Yakona Preserve.</p> <p>MOTION made by Parker, seconded by Goebel to move to approve the terms of the purchase and sale agreement to sell four tideland parcels which are collectively 9.23 acres described in a warranty deed recorded in Book 311, Page 119 of the Lincoln County Book of Records for \$5,870 to the Yakona Nature Preserve and placed into conservancy, subject to the review and approval of final documents by the City Attorney. MOTION carried unanimously in a voice vote.</p> <p>Allen requested that Barton provide any addition changes to him and Tokos. He added that any substantive changes would have to go back to Council.</p>
<p>COMMUNICATIONS</p> <p>From the Lincoln County Homeless Advisory Board - Resolution No. 4006 A Resolution Supporting the Recommendation for Addressing Homelessness in Lincoln County and Continuation of Lincoln County Homeless Response Advisory Board</p>	<p>Glover introduced the topic and Nebel read the City Manager's Report.</p> <p>Ernest Stephens, presented via Zoom. He reported he primarily was in attendance to answer questions. Stephens reported that this initiative has been coordinated very well between all Lincoln County cities.</p> <p>Kaplan stated he is a major proponent of this initiative.</p> <p>MOTION made by Jacobi, seconded by Emond to move to adopt Resolution No. 4006, a resolution supporting the strategy outlined in the</p>

From the Audit Committee - Acceptance of the Independent Auditors Report from Aldrich CPA's + Advisors, LLP of the Comprehensive Financial Report for the Year Ended June 30, 2023, and adoption of Resolution No. 4002, a Resolution Providing for a Corrective Action Plan From the Fiscal Year 2022-2023 Audit.

From the Government Finance Officers Association (GFOA) Announcing that the City of Newport has been Awarded the GFOA Certificate of Achievement Which is the Highest Form of Recognition in the Area of Governmental Accounting and Financial Reporting for the Fiscal Year Ended June 30, 2022.

report from Morant McLeod including the continuation of the Lincoln County Homeless Response Advisory Board as a tool to implement the recommendations outlined in this plan. MOTION carried unanimously in a voice vote.

Nebel presented the written City Manager Report.

He stated that this is the first time the audit has been done on time in several years now, which is quite good and is also due to the quick work of our auditors. Nebel reported Newport is lucky to have great auditors, as many Oregon cities are struggling to get an auditor.

Kaplan complimented Baugher for his great work to get this done given the staff shortages and it is appreciated.

MOTION made by Goebel, seconded by Jacobi to move to accept the independent audit by Aldrich CPAs + Advisors, LLP, of the annual comprehensive financial report for the year ended June 30, 2023
MOTION carried unanimously in a voice vote.

MOTION made by Goebel, seconded by Emond move to approve Resolution No. 4002, a resolution adopting a corrective plan of action for the findings related to the audit of the fiscal year ended June 30, 2023 and acceptance of the report and adoption of Resolution No. 4002, a resolution providing for a corrective action plan schedule of expenditures of federal awards report compliance of section Fiscal Year 2022 - 2023 audit.
MOTION carried unanimously in a voice vote.

Nebel reported that not many cities the size of Newport receive this, but thanks to Baugher's efforts Newport has.

Baugher shared that the auditors help staff develop financial statements, and that Mike Murzynsky also put a lot of effort into this initiative.

From the Quality Review Team (Mayor and Council President) - Evaluation of the City Manager and City Attorney

Goebel and Kaplan advised they met with the whole council in two executive committee meetings to get everyone's input. Shared overall they are very pleased and consider City Attorney and City Manager job performances above expectations.

It was shared they established some goals for the City Attorney; tracking legal issues, timely review of contract and ordinances, assist council with City Manager search, update utility codes, 2022 public contracting rules, updating telecom franchises, and organize reviews of previous attorney legal files.

Kaplan stated it was a little reason to evaluate Nebel as he is at the end of his career here. Reported goals were set to guide new manager when they are hired come in. It was also reported that there are certain special projects which need to get done and Nebel having the opportunity prior to fully retiring to finish some catchup work would be great.

Nebel stated it is hard to believe it has been 10 years for him here. He stated the hiring panel asked him when he was hired how long and he said 10 years, and that 10 years is over this coming July. It has been a great opportunity, lots of different council members; he appreciates all the dedication and work they all put into working with him to move the community forward. It will be an exciting time for the community.

MOTION made by Emond, seconded by Parker to move to accept the report from the quality review team regarding the evaluation summaries for the City Manager and City Attorney. MOTION carried unanimously by voice vote.

From the Quality Review Team (Mayor and Council President) - Compensation for the City Manager and City Attorney.

Kaplan stated that Nebel is asking to be continued at his current compensation, which the Review Team thought was ok. The Quality Review Team is recommending Nebel's compensation be continued, and we agree to have Nebel continue on a contract basis, after we hire the next City Manager, for special projects for the city.

The review team noted working with Allen. He was hired four years ago. He was new at being a City Attorney at that time and asked for less than the previous City Attorney was being paid. It hasn't been adjusted for four years. There has

only been a 10% increase those four years. The review team recommends adjusting Allen's salary by 10% from \$122,000 to \$135,000.

Brief discussion was held on compensations, it was reference Allen's 10% increase was appropriate, but a performance increase was also necessary for Nebel as the City needs to be competitive to hire a new manager. It was reported this item would be brought forward for future Council consideration.

MOTION made by Jacobi, seconded by Emond to move to adjust the annual compensation for the City Attorney from \$122,514 to \$135,000 (\$11,250/month) effective January 1, 2024. MOTION carried unanimously in a voice vote.

Nebel reported that he was fine with his current \$159,000 compensation. The advertised range for the new recruitment may be more than he currently receives, but he doesn't care about that. He advised ensuring he receives compensation through September 2024 is his biggest concern. Hall reported it was important to compensate the manager, and to illustrate that the Council wants the qualified and competent manager.

MOTION was made by Hall, seconded by Goebel move to request that the Mayor and Council President discuss a proposed contract with City Manager, Spencer Nebel, for Council review, and authorize to initiate professional services following his retirement as city manager through September 30, 2024, to address various projects and to facilitate the transition of city managers. MOTION carried unanimously.

From Spencer Nebel - Request to Carry Over 40 Hours of Vacation Time

Nebel explained the city policy allowing employees to carry over 240 hours, advising he can award 40 hours cash out or carryover for City staff Nebel is requesting this be carried over as he is taking a week off this month and next month.

MOTION made by Goebel, seconded by Botello to move to authorize a carryover of an additional 40 hours of vacation time over the 240 annual cap for City Manager, Spencer Nebel, into the 2024 calendar year. MOTION carried unanimously in a voice vote.

CITY MANAGER'S REPORT

2023 Annual Report

Nebel summarized key items. Kaplan encouraged everyone to read this ahead of goals.

Consideration and Potential Approval of an Intergovernmental Partnership Agreement with the Oregon Building Codes Division for use of the e-Permit System

Goebel questioned if City is going to full e-permitting. Tokos responded it is happening across the state, and it will all be logged online. But we can still accept hard copies. Tokos reported that all jurisdictions in Oregon have to be on permitting by January 1, 2025.

MOTION made by Hall, seconded by Emond to move to approve an intergovernmental partnership agreement with the State of Oregon through the Business of Consumer and Business Services Building Codes Division for use of the ePermit system and related services and authorize the Mayor to sign the document upon final review by the City Attorney. MOTION carried unanimously in a voice vote.

Report on Referring to the Voters an Ordinance for a Street Improvement measure to Increase the Vehicle Fuel Tax to Five Cents per Gallon Year-Round.

Nebel presented the City Manager Report. He stated we would want to put together the information for general mailing, before we get hamstrung on regulations with stuff on the ballot.

It was noted in discussion it was imperative to be transparent on this effort, and clarify this was replacing the existing gas tax, it would not be a new one

Further discussion clarified that Newport has the cheapest fuel of any regional City, despite having an existing gas tax. It was noted the gas tax shares the burden of the solution to roads with anyone who comes into the community and uses the roads, not just taxpayers.

MOTION made by Jacobi, seconded by Parker to move forward in directing the administration and city attorney to finalize documents to place this item on the May 21 ballot. MOTION carried unanimously in a voice vote.

Report on the Status of Repairs for the Oceanview Drive Slide as Completed Under Limited Emergency 2023 - 2.

Beatty spoke indicating that portions of the project included a 24" storm line, 12" storm line continuing toward Walmart, 8" sanitary sewer on Oceanview, rock armoring on the slope, base rock for pavement. Stated that there was an approved budget increase of \$100,000 at the Special Meeting December 21, 2023 for an estimated \$250,000 full budget total, of which \$243,000 was estimated to be full estimated project cost.

Report on the Annual Goals Process.

It was shared the only remaining task is to pave with 12" of rock which is placed with 6" asphalt section, and striping.

Brief discussion was held by Council.

Beatty reported that paving was contingent upon weather, and timeline for reopening of the road was an item for discussion.

Nebel presented the written City Manager Report. He advised that the current goals process is cumbersome, staff comes in with draft goals and the Council modifies it and adds additional, arriving at the current City goals of around 100 different priorities. He reported that that it was important to focus on the key items for the upcoming year, perhaps 10-15 key goals and it was planned to have more department involvement/presentations and the goal was a more streamlined report.

Council held discussion on the item. It was noted receiving department and committee reports ahead of time is helpful, it further reduces the time for required and the process wouldn't have to be rushed.

Kaplan reported that it feels like Council need to set goals based upon the continuing/required operations we have to do as a City, instead of starting with what else is desired to be done.

Nebel reported that departments would be working on a summary sheet of key functions, and legal obligations to attempt to clarify the availability of surplus time for new initiatives. He added some departments feel a lack of connection with Council due to not being able to share what is important to their Department.

Council held various discussion, it was noted it was important to not forget old goals, and it may be helpful to hear the #1 biggest goal for each department.

Jacobi shared that the reports are long currently, perhaps a one pager would be appropriate. She advised she doesn't want to limit the goals to 10-15 because she feels new City Manager would benefit from seeing the other things down the line a bit. Suggestion was to add a new category or number; like small things which don't cost much. For example: hiring someone to trim weeds on all curbs in the city.

<p>Report of Council Committee/Liaison Assignments</p>	<p>Kaplan reported that if everything is a priority, nothing is a priority. Knowing what needs to be done, would likely allow the ability to prioritize the rest.</p> <p>Nebel stated that if he was the manager applying for the job, he'd feel there was too much being asked based upon the existing goals list. A more focused goal list would likely help with the recruitment process.</p> <p>Botello reported getting reports with visuals would be helpful.</p> <p>Botello suggested reports with visuals.</p> <p>It was the general Council consensus to proceed. Nebel reported he would work towards that end and would work with the Mayor and Council President on it.</p> <p>Nebel presented the written City Manager Report.</p> <p>Council held discussion and proposed various modifications/changes to assignments for 2024.</p> <p>It was noted the City Council Compensation/Stipend Workgroup was not on this list.</p>
<p>REPORT FROM MAYOR AND COUNCIL</p> <p>Mayor and Council Reports</p>	<p>Parker requested to be excused from next Monday's work session.</p> <p>MOTION made by Hall, seconded by Botello to approve the excusal of Councilor Parker from the January 08, 2024 work session. MOTION carried unanimously in a voice vote.</p>
<p>PUBLIC COMMENT</p>	<p>None was heard.</p>
<p>ADJOURNMENT</p>	<p>9:35 P.M.</p>

**City of Newport
City Council Work Session Minutes
January 2, 2024**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT
Time Start: 4:06 P.M. Time End: 5:15 P.M.

MEETING ATTENDANCE LOG

COUNCIL/BOARD MEMBER	STAFF
Mayor Kaplan	Spencer Nebel, City Manager
Councilor Botello	Erik Glover, Assistant City Manager/City Recorder
Councilor Goebel	Jeff Pridgeon, Municipal Judge
Councilor Emond	Laura Kimberly, Library Director
Councilor Hall	Steve Baugher, Finance Director
Councilor Jacobi	Chris Beatty, Acting City Engineer
Councilor Parker (arrived at 4:54pm)	Derrick Tokos, Community Development Director

AGENDA TITLE	ACTIONS
Work Session	
CALL TO ORDER AND ROLL CALL	<p>Mayor Kaplan called the meeting to order.</p> <p>Glover conducted roll call.</p> <p>MOTION was made by Hall and seconded by Jacobi to excuse Parker for the Work Session and the URA meeting of the 2nd of January 2024. MOTION carried unanimously in a voice vote.</p>
DISCUSSION ITEMS	
City Manager's Report	Nebel presented the written City Manager Report.
Update of Municipal Court Activities	<p>Jeff Pridgeon, Municipal Judge, was present to speak. He reported that Wednesday morning is Muni Court, Traffic, and City Ordinance Violations. He also reported that no criminal violations are done. The budget is set for \$60,000 for many years. The budget was raised to \$97,000 recently, but will exceed the \$60,000. The city pays the state system and county assessments. Jeff Pridgeon, Municipal Judge, also reported on the yearly assessment by category. Councilor Hall questioned if they state does any traffic violations demographically? Pridgeon reported, no. Kaplan questioned why the numbers are down. Pridgeon reported that they aren't down much, a lot of what is done are old state tickets. The Judge feels that this will drop and stated that the governor has created amnesty for folks state wide which are to be forgiven to get people back on their feet and licensed and insured, this will also reduce revenue. Another reason numbers fluctuate is the police department goes up and down on traffic enforcement. The PD is short on staff so traffic and small items get less priority. Pridgeon also reported that court attendance has been down since Covid. He also stated the city has a Spanish interpreter for court as well. Botello questioned how things will work with parking tickets? Pridgeon shared he thinks it will be done electronically. Hall questioned the enforcement for over time</p>

Annual Report on the Newport Public Library Strategic Plan Accomplishments	<p>parking tickets. Nebel stated the 15-day timeframe is likely going to be the standard. Nebel reported that those who appeal their ticket seem more likely.</p>
Discussion on Driveway Widths	<p>Library Director, Laura Kimberly, was present to speak. She last presented in November 2022. She stated that all goals have been completed in 3yr strategic plan, so they are starting the process over again. Kimberly reported that library goal is to meet community needs. Kimberly detailed the goals and progress throughout the year. Council had a variety of questions. Council stated that they are proud of the library results and its staff. Kimberly also reported the food pantry fed over 1,000 people at the library in the first year.</p>
Review of the Annual Audit for the City of Newport and Urban Renewal Agency	<p>Nebel reported that Goebel had requested this be on the agenda. It was stated that over the past years there have been many issues with driveway widths. Goebel feels the need to try and establish standards and design guidelines for developers and design engineers when they are laying out subdivisions or replacing a driveway. Beatty, Acting City Engineer, spoke in regards to standards for driveway design. He stated the minimum is 12' for one driveway, 18' max. He also stated that it is 20-30 feet for 2-way driveway max. Beatty stated that it is consistent with the traffic transportation plan. Goebel stated that he has been getting some push back on allowing only 10 feet for driveway. This is why he asked for it to be on the agenda. He stated that many of the driveways are unlimited in Newport. He wonders why we are doing it? He feels something like a double car garage with a 10-foot driveway is not smart. Tokos reported that under land use code, if you have a driveway which is single width approach, there is a 12-foot minimum which could go up to 18-feet; a 2-car could be 20-30 feet in width. Tokos stated that the purpose is pedestrian safety. He shared overly wide approaches put pedestrians at risk. Further the driveways need to be spaced away from intersections and high demand areas. They also need to be sensitive for on street parking.</p> <p>Nebel stated that Baugher will be giving a brief presentation. Nebel advised the audit is an unmodified opinion. He stated that the city received an award for a transparent audit which meets all the standards. Having a CAFR for a community our size is exceptional. Nebel thanked Baugher who did this single handedly.</p> <p>Baugher stated that he would give out hard copy audits to those who want them. He detailed a certificate of achievement from GFOA. Baugher presented his staff report and summarized the audit. He detailed single audit findings, there were 2 in total. One of them was because he was the finance and assistant finance director and he approved and made journal entries which are an internal control flaw. The second finding was in single audit</p>

	<p>where the City did not have policies or procedures in place to ensure checking federal debarred list before awarding contracts using federal funds.</p> <p>The URA Audit received unqualified opinion, which is a good.</p> <p>Nebel reported that under council processes, the council creates standing audit committee. The auditors made a presentation to the committee and tonight the committee is presenting to council, thru Baugher.</p> <p>Goebel mentioned that Glenda Rhodes was the chair of this committee. She was a CPA and her term expired on the committee and she did not reapply for another term. He stated council will need to find someone for her place on the committee. Goebel also stated he would like to thank her for all of her work. Kaplan stated that drafting a letter to her would be great.</p>
EXECUTIVE SESSION	None
ADJOURNMENT	5:15 PM.

**City of Newport
City Council Work Session Minutes
January 08, 2024**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT	
Time Start: 12:02 P.M.	Time End: 2:05 P.M.

MEETING ATTENDANCE LOG

COUNCIL/BOARD MEMBER	STAFF
Mayor Kaplan	Spencer Nebel, City Manager
Councilor Botello	Erik Glover, Assistant City Manager/City Recorder
Councilor Goebel	
Councilor Emond	
Councilor Hall	
Councilor Jacobi	
Councilor Parker (excused)	

AGENDA TITLE	ACTIONS
Work Session	
City Manager's Memo	Nebel presented a written City Manager Memo.
Discussion and Review of Draft Candidate Profiles and Recruitment Hiring Procedures	<p>Erik Jensen, Principal with Jensen Strategies and Amelia Wallace, Associate with Jensen Strategies attended via Zoom teleconference.</p> <p>It was referenced that two documents were for review tonight, with the goal of having a final draft for Council discussion and adoption at the January 16, 2024 meeting. They include a position profile which describes the desired attributes of the next City Manager and some policy directives for that position, including hiring procedures which would be approved/adopted at the next City Council meeting to meet public meeting law requirements to facilitate future work in Executive Sessions related to the City Manager recruitment.</p> <p>Wallace advised that the position profile was drafted following stakeholder engagement from City Council, the public, department heads and city staff. It was reported 21 individual interviews with Council and staff took place, 4 people participated in the public input session, 16 Newport staff provided responses in the survey, and 40 members of the public provided commentary on the survey. It was noted survey and items were distributed in Spanish, but there were no responses received in Spanish.</p> <p>Brief discussion was held on the documents. Hall noted that this document lists a \$100 million dollar Wastewater Treatment Plant Master plan estimate, and wondered if it was different from the Big Creek Dam project. Nebel reported that was correct, the \$100 million WWTP master plan project estimate was received recently.</p>

Council expressed various concerns about the cost, and noted it does not seem feasible to put \$200 million in projects on the back of a new City Manager. Nebel reported that there was not much of a choice on that matter.

Various corrections, modifications and additions were discussed. It was the general Council consensus to provide Urban Renewal Agency projects as its own header, leave existing choices, and add the South Beach 2027 agency closeout. In addition, it was noted to clarify the City Manager also serves as Executive Director of URA.

It was noted that the recruitment profile was very complex, and was it customary of these recruitments to have that? Wallace reported that was correct, the City Manager job is complex it covers a lot of areas, a lot of technical skills, emotional and technical competencies. Jensen reported that the list is an ideal candidate, it is not likely to get an ideal candidate, but rather one who checks a few boxes, and not on some other others, but they have to check enough to be a viable/competent candidate.

It was noted desired skills/attributes does not seem the best language. It was the general Council consensus to clarify the language to say desired skills/attributes in key areas.

Emond inquired about how are selection criteria determined and weighted for final review. Jensen reported the rankings/priority are as added on the list, but the top attributes are management and Council relations as they are key to any City Manager position.

Discussion about ICMA credentialing was heard.

Jacobi shared that when Nebel was hired, two City Councilors went to the town Nebel was leaving in Michigan to talk to people, and wondered if the Council chose to do that, when would it work? Jensen advised the recruiting firm had not proposed that strategy, but would have to evaluate where that could fit in the program.

Nebel reported that he received a job offer, contingent upon passing this item, and it did not seem to be a common occurrence in modern times by cities. Other background methods are used.

Brief discussion of the community engagement was heard. Jensen spoke to the community reception design. Jensen advised that a reception was had, and there is a community interview panel to interview the candidates. Nebel reported that the Council would be picking who compromised the community interview panel.

Hall inquired about what opportunities the Council has to conduct informal assessment of references/candidate research. Jensen reported that was strongly discouraged, the firm is fine with custom items in reference checks, but they do them and want to ensure a fair comparison.

Nebel reported that relying on internet research is complicated, it may be true or not. He advised that internet research of candidates/applicants is strictly

prohibited in staff level hiring process. In addition, background investigations are only done after a contingent job offer is made.

It was reported that Jensen Strategies did background checks for candidates as they are short listed by Council, and previous to an offer. It was inquired as to if background investigations of City Manager candidates are public record. Jensen reported that background results are very personal in information solicited/obtained, as such they are strictly confidential, but any concerns are shared by Jensen to the Council in Executive Session.

Brief discussion on the hiring/offer process was held.

Jensen noted that in terms of reference checking, the firm asks candidates for 4 references, being a subordinate, an elected official, and two others who can speak to the candidate's qualifications as a City Manager. In addition, it was noted they have a large network of professionals around the United States they can ask for referencing.

Brief discussion was held about the application period window, and possible modifications to the tier list of qualifications in rank order. Hall noted that it seems better to bump up DEI to be higher than page 2.

Brief discussion by Council who determined that it was exceedingly difficult to rank the items, they are all important. It was the general Council consensus to add a statement about experience with DEI initiatives under the preferred section, adding competencies in DEI work under leadership/management and retain the existing DEI paragraph.

Emond inquired about questions that are asked by interview panels, and in the executive session. Jensen advised that the firm develops the questions, they need to be consistent with the profile.

Hall advised that benefits package is something that was important to discuss. Jensen advised this is typically done in negotiations.

Jensen advised the firm did salary research, using comparative cities to arrive at an offer range. He reported cost of living of Newport is a factor, and currently it is a candidate's market who are being very selective on opportunities.

Wallace spoke to the data in the salary survey, which contained Astoria, Brookings, Cottage Grove, Florence, Monmouth, North Bend, Seaside, St Helens, Tillamook, and Warrenton. It was noted in some of these instances it could be a new manager to the City, or it could be a long serving manager which may not be reflective of current competitive compensation.

Brief discussion of the City retirement plan to employees was heard. It was noted by Nebel that Newport is a defined contribution City of 6%, and an additional 3% match into a 457, except for police and fire which are covered by Oregon PERS.

Jensen noted that in many cases current Oregon PERS members like to stay in that retirement system, it would not however be a fatal flaw as retired people, or folks from other retirement systems could apply for the opportunity.

Jacobi inquired as to when the City of Newport decided to get out from the Oregon PERS system for general employees, and could the City rejoin. Nebel advised the City closed its defined benefit program to new members in 2012 before his hire, and it would be a major financial issue on order of the Big Creek Dam or Wastewater Master Plan to make such a change.

Jensen recommended \$140,000-\$180,000 as a salary range. Nebel advised that bottom number may be a bit low from his perspective, and the complexity of Newport, as his current compensation is \$159,000.

Brief discussion by Council with some noted concerns about the current employee retirement contributions, not putting much into retirement accounts for future use. Nebel noted that the workplace culture initiative of the City actually did a report on the subject. Their analysis would be coming to Council soon at a regular meeting for discussion and possible adoption/implementation., The group made a recommendation to retain the existing 6% contribution in the Newport retirement fund, and match up to 6% of employee elective deferrals into the 457-retirement plan, for a combined total of 12% by the City.

Brief Council discussion about raising minimum salary for the position. It was general Council consensus to raise the lower salary scale number to \$150,000. Jensen reported they would make the revisions, Nebel reported that this would be adopted by separate motion in the January 16, 2024 meeting.

Brief discussion of merit/step, and COLA increases of the position. Nebel reported the average salary increase of a manager varies, some may be more aggressive on needing compensation.

It was referenced that Council would like to see the recruitment brochure, and to see a list of the locations/publications where this recruitment is being advertised. Jensen reported that would be accommodated.

Jensen reported during Covid recruitments were lucky to get 10 applicants, but under current conditions 20 candidates seems more likely.

Brief discussion about moving expense was heard, and a question about if it is offered. Nebel reported typically it is negotiated between Mayor and Council. Brief discussion about requirement to have new manager reside in Newport was heard.

Jensen reported that unless a candidate already resides in close proximity, in the firms' experience they try to reside in the City. Cost of living, however is an often-cited reason someone cannot live in the City.

Kaplan reported that it would appear cost of living is factored in with the salary increase being the upper end of average. Nebel inquired as to if a firm could inquire about a candidate's interest in living in the city. Jensen reported it could

be asked, but needs to be carefully worded as in Newport's case it is not required in the Charter.

Nebel advised that in his opinion City Manager's don't necessarily live in their cities anymore, it may be best to leave it out to ensure a wide pool of candidates. Jensen another option would be to ask for a candidate to live within close proximity to the City.

It was noted in Council discussion that many of the current Newport employees live outside of the City, and commute from Corvallis or other areas.

Jacobi shared Glover is a relatively new employee of the City and asked Glover if he could share his opinion on any benefits the Council could offer under this recruitment to make it more competitive. Glover advised that he may or may not be an applicant for this position/recruitment, and it would not be appropriate for him to comment with regards to those items. Glover advised that it is very difficult to locate housing in Lincoln County, much of the staff lives outside of Newport itself, due to the cost of living, and the fact it is exceedingly difficult to locate housing within Newport. He advised it is far easier to locate housing within the bounds of Lincoln County.

It was the general consensus of the Council they were pleased with the work to date, with the modifications, as specified in the meeting and looked forward to the final product at the January 16, 2024 meeting.



October 23, 2023
2:30 p.m.
Newport, Oregon

Call to Order

Chair Ann Way called the meeting to order at 2:33 p.m.

60+ Advisory Committee Agenda

The 60+ Advisory Committee met on the above date and time in the Council Chambers of Newport City Hall.

In attendance: Ann Way, Bryn McCornack, Steve Lovas, Terrie Murphy, Shelly Thompson

Absent: Kathy Kuebbing

Staff in attendance: Sonia Graham, Mike Cavanaugh

City Liaison: CM Hall

ACTION ITEMS

Approval of Minutes - September 25, 2023

Terrie Murphy moved to approve minutes. Bryn McCornack seconded. All in favor.

DISCUSSION ITEMS

FY 2023-2024 Committee Goal Report

Goal #1:

Sonia and Bryn put together a grant proposal to pay for the instructor to be trained to teach Tai Chi for Arthritis. Arthritis Association Tai Chi program. This would pay for the training of two volunteer instructors. Training is about 27 hours plus 8-12 hours with a master trainer. First part is online. If we receive the grant, Bryn will be one of the trainers and would like to begin in February at the same time as the next Walk with Ease program. Training is \$1,000 per person.

Bryn still working on second presentation for IHN-CCO Delivery Transformation Services project about lessons learned from Samaritan and NRPA referral process project.

Goal #2:

- Workgroup did not get together. Strategy has been done for a couple of months.
- Speaking with Michael about the wooden signs, he sent Ann five mock-ups. He said he can get the signs made very quickly.
- We had received a \$100 donation to cover the food from the tamale feed. The tamale feed never happened. Michael said he would do the signs for free and that if we gave him any money he would pass it on to something to benefit animals. Ann would like to get approval to pass the donation on to Michael.
 - Question from Bryn if the funds were earmarked for a specific purpose. If so, the person who donated it needs to release it before it can be used for something else.
 - The donation was for the tamale feed.
 - Sonia will contact the donor to make sure she agrees to allow the movement of funds.
 - Bryn asked Mike if he could contact the person who did cooking demo for some kind of unusual Latino food. Mike said that was a private rental, it was a food exhibit through the school district. He'll see if he can get a contact.
- Terrie gave Ann names of contacts to get in touch with tribal members. She has not done so yet, but will.
 - Shelly left a message with Alyssa Lane King, part of the cultural education program.

Goal #3: Ann, Steve, and Kathy

- Ann handing off procedures notebook to Judy today. She is finished. Steve can help with the brand new ones.
- So far just refurbishing old policies and procedures. Now office, with Steve's help, can create new.
- Ann recommends we get rid of all old policies and procedures so no confusion. This is not easy.

Goal #4: Terrie and Shelly

- Terrie reported putting on activities. Just completed a health fair and vaccination clinic that was well attended and we received great response from.
- Shelly working with her families at South Beach Manor to develop a family council dedicated to focus on the 60+ Activity Center.
 - Will start mid-November, meet once per month, bring neighbors to become involved at 60+.
 - Shelly includes information in packets she gives to families.
 - Shelly also wants to sponsor two activities a month at the 60+ Activity Center.
 - She has three family members already who want to help her on the council.
 - Ann and Bryn are interested in sitting in on the Council meetings. Shelly will send Bryn an email when she solidifies the date. It might get pushed to the beginning of the year.
- Terrie is putting together a Volunteer and Job Fair on November 14. Need someone from Advisory to cover the 60+ table. Ann will be there.

Goal #5: Ann and Terrie

- Kathy Kuebbing has been sitting and volunteering as a host. She and Ann have many great ideas on how to revamp this goal.

FY 2024/2025 Goal Planning

Look at current goals:

- Are there things we could do differently?
- Do we think these current goals are working?
- Do we need to change them?
- Do we need to add new objectives or measures?

Ann has notes from Kathy on her phone.

Goal #1: Shelly asked about Medicare/Medicaid reimbursements. Bryn has been working with Alisha Bublitz for about a year. Alisha writing a proposal to Samaritan that would involve a way to have an MOU between 60+ and Samaritan to have 60+ be a fee-for-service provider. The other person was Charissa Young Clark who just resigned in last month. No contact in that division now. Bryn will get an update from Alisha on Wednesday.

This is a huge goal. People all over the state know about us now because of Bryn and can take our lessons used and put them to work.

Bryn asked about the Recreation Business Plan. Noticed the Activity Center expense and revenue trends looks like we have \$10,000 in revenue and over \$200,000 in expenses in 2022. Concerned about how the City is looking at the 60+. That's the biggest difference between expense and revenue we ever had. Mike said those are not real numbers, it was numbers used but not actual - probably 2021/2022 numbers. The City knows we will not bring in as much as we spend because of fixed incomes, etc. In same report says that annually Mike will report to Parks and Rec Advisory Committee on stated goals. Bryn asked if someone from 60+ could sit in on that meeting. Mike has spoken with Nancy, chair of P&R committee and they would like to have someone sit in. Ann will be at the next meeting, on her calendar.

Bryn was looking at OR Offices of Rural Health Elder Service Recreation Grants. Bryn had spoken with previous Rec Supervisor about equipment in outdoor parks for adult fitness. Looked like

something that grantors might be interested in - exercise stations. Bryn would be happy to add researching that into this goal if Mike is interested in it. Things like an obstacle course in an outdoor park. Could be separate outdoor equipment stationed along trails, or one piece that has multiple exercises. There are a couple of sites that Mike has in mind that might work. Bryn can put together information about equipment and grant possibilities and send to Mike to review.

Goal #2: When work with individuals from other cultures there are inherent challenges that can become frustrating. Ann is not opposed to trying to do more events, just contact a different person. Shelly would love to see a tribal member on the Committee so they can learn more about what is involved. They would bring something additional to the goals. Terrie said if we cannot get someone from Siletz Tribe, she may be able to get someone from the tribe she is involved with.

Goal #3: Comments from Kathy: I would like to see the policies and procedures manual. Would like to see policies and procedures regarding safety and training for volunteers. There is a manual for volunteers, but would like to have a more formal onboarding process and manual for volunteers. Kathy and Ann went to volunteer appreciation luncheon - it was interesting to hear instructors' experiences. Not all instructors have First Aid and CPR training. Something Kathy is very interested in working on. Important to protect the City of Newport and the 60+ Center. CM asked if these emergencies happen regularly - no, but it only takes one. There are currently more procedures than policies completed. There are some that are ready to be reviewed already, been over a year. Steve is great at policies.

Goal #4: This goal trying to bring new and former members to the center. Ann was going to write a letter to the newspaper encouraging people to volunteer - Sonia attached to newsletter. Ann will still send to newspaper. Shelly suggested sending flyer to Chamber to include in Biz Blurbs. Ann will work on putting together flyer in next week or so. Will be at Volunteer and Job Fair as well. Need to get message out that it doesn't have to be a big commitment, just have people come in sometimes to volunteer.

Goal #5: Ann and Kathy will be working on host program and will share thoughts next month on how want to change that. Shelly asked if there are set times for hosting. There are 90-minute slots from 9:30-2:00. Shelly will incorporate that into her first agenda for family council. Just need people to sit by door and greet people.

CM asked if there has been an accessibility audit - a discussion about how to make the Center more inclusive for people with disabilities.

Ann knows something happened about accessibility of the 2nd St. entrance. Sonia said the 2nd St. entrance is not currently wheelchair accessible. As we look into remodel, the plans that were originally drawn up were not for an ADA accessible entrance. The plans are to redraw the plans completely if we move forward with the remodel to make sure both entrances are ADA compliant.

Sonia met with Parks Maintenance people about removing the Escallonia around the patio. We will remove the Escallonia and put a semi-attractive fence around the patio with access gate along the walkway in front. The idea would be to put standing garden beds in the patio that would be for people with disabilities.

CM suggested we look at simple accessibility options like making print items with contrasting font, using microphones for people hard of hearing, maybe a program to help people learn tips to make their devices more accessible. Not just wheelchairs, but other disabilities also. Ann suggested we think about people using walkers, make sure there's not stuff in the way for people who use walkers and canes.

Maybe we could reach out to Senior and Disability Services to see if they do some sort of audit. CM suggested we could You Tube or local mobile phone dealer for tutorials. Ann will contact Spencer, the IT gut at Oregon Coast Community College to see if he can provide any guidance.

At the December meeting we will talk about adding objectives or change them, and if there are any new goals to add.

Supervisor's Report

September Supervisor's report was attached to agenda. This month focus has been on the vaccination clinic which went really well. Have an agreement with Age+ to fund the \$25 gift card for each vaccination, plus Age+ is funding the 60+ for each vaccination given on top of the gift cards. Hope to have another one in conjunction with the job and volunteer fair. It's at least the flu shop, they will try to bring COVID vaccines as well. Clinics are administered by Lincoln County Public Health. They did bring vaccines for all people (high dose flu clinics for seniors and regular for others.) Hoping to do another clinic in conjunction with the Community Thanksgiving as well. Will find out soon about the confirmation for dates.

Next birthday lunch is Wednesday, October 25. We could use help serving, especially need a dishwasher. 11:45 is a good time to show up to help.

Job and Volunteer Fair and Community Thanksgiving are focuses now.

The Association is having a Halloween party, costume optional from 2:00-4:00 on Halloween.

Bryn said Sonia is doing something right to get over 7,980 volunteer hours in the first nine months of this year.

The volunteer appreciation lunch was very nice, Ann encourages everyone to go. She heard a lot of instructional feedback. The perspectives were different, but very useful. Sonia hopes to get volunteers together preferably quarterly.

Public Comments

No public comments have been brought forward.

Establish Next Agenda and Meeting Date

Next meeting will be on Monday, November 27 at 2:30 p.m.

CM will be traveling, she will try to find an alternate to fill in. Terrie has planned vacation that day, she will be hunting. Everyone else said they can make it so the meeting will continue.

CM added that she loves Sonia's newsletters. Ann appreciates the headers, tricks you to read them.

Ann will not be leaving the committee. She will try to stick it out for another two years.

Adjournment

Having no further business, the meeting adjourned at 3:40 pm.

City of Newport
60+ Activity Center Advisory Committee Minutes
November 20, 2023

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT
Time Start: 2:31 P.M. Time End: 3:42 P.M.

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
Ann Way, Chair	X Sonia Graham
Bryn McCornack, Vice Chair	X, Mike Cavanaugh
Kathy Kuebbing	CM Hall, City Council Liaison (Absent)
Steve Lovas	
Terrie Murphy (Excused)	
Shelly Thompson (Absent)	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL a. Roll Call	None.
APPROVAL OF THE MINUTES a. Meeting minutes of October 23, 2023	Motion by Steve Lovas to approve the Minutes with change of "IT gut at Oregon Coast Community College" to "IT guy at..." seconded by Bryn McCornack. Motion carried unanimously in a voice vote.
ADVISORY COMMITTEE MEMBERSHIP REVIEW	Review of Advisory Committee members with terms expiring at end of year. Ann, Terrie, and Shelly will continue at the end of their current term.
FY 2023-2024 Committee Goal Report: Goal One Review of objectives within goal	Goal: Partnering with Samaritan Health Services and Department of Public Health to promote electronic health inquiry and provide information to patients about local evidenced based programs. 2-5 years City Strategy: Fostering Collaboration and Engagement - Collaboration and Partnerships Bryn McCornack provided updates Applied for training grant, will find out if approved by end of month. Working within-CCO contact to get Medicaid approval through Samaritan.
FY 2023-2024 Committee Goal Report: Goal Two Review of objectives within goal	Goal: Seek out opportunities to increase diversity, equity and inclusion for the 60+ community. 2-5 years City Strategy: Fostering Collaboration and Engagement - Culturally competent and Inclusive Outreach

	Ann Way provided updates All objectives completed, but will continue to work on goal.
FY 2023-2024 Committee Goal Report: Goal Three Review of objectives within goal	Goal: Form a workgroup to focus on 60+ Activity Center policies and procedures. Ongoing City Strategy: Fostering Collaboration and Engagement - Transparency and Communication Ann Way provided updates Policies and procedures have been reviewed and updated. Now in process of reviewing to add additional procedures.
FY 2023-2024 Committee Goal Report: Goal Four Review of objectives within goal	Goal: Improve community engagement to users of the facility. Ongoing City Strategy: Fostering Collaboration and Engagement - Retiree Involvement Ann Way provided updates
FY 2023-2024 Committee Goal Report: Goal Five Review of objectives within goal	Goal: Improve community engagement to users of the facility. Ongoing City Strategy: Fostering Collaboration and Engagement - Retiree Involvement, Culturally Competent and Inclusive Outreach Ann Way provided updates Kathy Kuebbing proposed some updates for 2024/2025 goals. Will be incorporated into proposed goals.
FY 2024/2025 Goal Planning a. Review of FY 2023/2024 Goal 1 b. Review of FY 2023/2024 Goal 2 c. Review of FY 2023/2024 Goal 3 d. Review of FY 2023/2024 Goal 4 e. Review of FY 2023/2024 Goal 5	a. Will continue. Add explore Medicaid and Medicare reimbursement for evidence-based programs as new objective. 3 out of 5 objectives completed, 1 out of 5 moved to Staff responsibility. b. All objectives have been met, but committee will continue to work on them. Discussion about adding additional objective. Discussion around development of welcome packet. Perhaps add as additional objectives to goal 2 c. No changes d. No changes e. Kathy Kuebbing suggested some changes and additions to current goal. Mike urged caution regarding volunteer orientation to make sure we do not cross the line around what the City can offer regarding training, etc. for volunteers. Discussion begins at 1:00:52 regarding voting on goals. Sonia will find out if Committee can vote via email. If there are no changes to the goals as discussed, the board held a vote to approve.

	Motion by Steve Lovas to accept the goals as discussed today if there are no changes to goals as rewritten. If there are any substantial changes (not simple typos), the board will need to meet to vote on changes. Seconded by Kathy Kuebbing. Bryn McCornack abstained - no quorum so vote did not pass.
SUPERVISOR'S REPORT	Report was not attached. Sonia provided updates on happenings at 60+ Center.
PUBLIC COMMENT	None was heard.
ESTABLISH NEXT AGENDA AND MEETING DATE	If needed to vote on goals, will meet on December 18 at 2:30 p.m.
ADJOURNMENT	

**City of Newport
Bicycle and Pedestrian Advisory Committee**

September 12, 2023

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT
Time Start: 5:30 p.m. Time End: 7:10 p.m.

ATTENDANCE LOG/ROLLCALL

Chair Michael Rioux x	Member Leeann Bennett x
Vice-Chair Herb Fredricksen x	Alt Member Lisa Avery x
Member Minda Stiles absent	Alt Member Matt Forney x
Member Dick Keagle x	City Council Liaison Ryan Parker absent
Member Duane (Alan) Cobb x	Staff Liaison Beth Young AICP x
Member Tomas Follet - absent	

AGENDA ITEM	ACTION
A. CALL TO ORDER AND ROLL CALL	Roll Taken
B. AGENDA ADDITIONS Young added discussion of situation at Ossies Surf Shop under "other business"	None
C. COMMITTEE COMMENTS	None
D. PUBLIC COMMENT	
E. APPROVAL OF MINUTES Cobb motioned to approve the Draft June 2023 Minutes and Keagle seconded it . Motion unanimously passed. There was no July 2023 BPAC meeting. The Draft August 2023 meeting minutes required corrections. Young agreed to make suggested changes and present corrected draft minutes at the October 2023 meeting.	Approval of June 2023 Minutes
F. CRASH REPORT No reported crashes involving active transportation in August 2023. Fredricksen had emailed all BPAC members, attached to minutes, about Safety Grants that can be issued to police departments to aid in traffic enforcement- the Oregon Enforcement Grant Program.	None
G. OTHER BUSINESS	None

Agenda

Young said she would like to have a BPAC member work on the agenda with her every month. Discussion of possible scenarios, like a different member each month. The next agenda was the joint meeting with Parks and Rec Advisory Committee, so the two staff liaisons and Chairs will meet. Forney volunteered to meet with Young for the November agenda.

Rocky Way

Young referred to her memo that included maps, included in agenda packet, regarding the Federal Lands Access Program (a federal grant program which Newport received for the Lighthouse area). This was in response to a question from Stiles at the previous BPAC meeting. Stiles was wondering if there was any plan to improve Rocky Way north of Lighthouse Drive for bicycle and pedestrian access since this could be a connection for both the Oregon Coast Bicycle Route and the Oregon Coast Trail, both of which go on Hwy 101 in that area. Young reported there are no plans to improve Rocky Way for bike/ped access. (Rocky Way is an "undeveloped" City right-of-way, and is indeed rocky, curvy and steep in parts).

STRS

Young referred to an email from Fredricksen to BPAC members, included in the agenda packet, regarding Safe Routes to Schools construction grants. Included in the email, but too large for the agenda packet, was the Toledo SRTS Plan. Also included in the packet was a sample letter form the 2020 program. The new biennial funding cycle begins in early 2024.

Hwy 101 at Ossie's

Young reported that she had been cc'd on an email from staff at Ossie's Surf Shop to ODOT regarding an unsafe situation of surfers crossing 101 in front of Ossies rather than using the Lighthouse Way intersection. Discussion of pros and cons of a rapid-flashing beacon crossing there because of one business. Consensus was to invite an Ossies representative to a future BPAC meeting.

ODOT and ADA

Young said she had attended a presentation by regional Active Transportation Coordinator Jenna Berman at the recent Oregon Active Transportation Summit in Portland and learned about ODOT's ADA program. Basically, if someone cannot access ODOT facilities (streets) because of barrier, ODOT is required to fix that intersection or street to meet ADA (Americans with Disabilities Act) requirements. Any Oregonian can contact ODOT, and ODOT has to do it. Berman fields these calls and, at the presentation, beneficiaries—disabled folks—were on stage and online. It was a very moving presentation to see how these people's lives had been improved by simple construction. The program is a result of a lawsuit that ODOT lost against a disability-rights organization. Young said that there are many such barriers in Newport and reminded BPAC members of this complaint-driven program.

H. REPORTS AND PRESENTATIONS

<p>Fredricksen emailed BPAC members, included in Agenda packet, regarding Safe Routes to Schools construction grants. Packet included a sample Letter of Commitment from a school to initiate a Project Identification Program. Also included in email, but too large for the agenda packet, was a recent Toledo SRTS PIP report. Fredricksen reminded BPAC that the SRTS grants cycle is biennial and opens again in early 2024.</p>	
<p>I. PUBLIC COMMENT</p> <p>There was no public comment</p>	<p>None</p>
<p>J. CONFIRM NEXT MEETING DATE</p>	<p>None</p>
<p>K. ADJOURNMENT</p> <p>With no further business Rioux adjourned the meeting at 7:10 p.m.</p>	<p>Meeting adjourned at 7:10 p.m.</p>

**City of Newport
Airport Committee Minutes
March 15, 2022**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT
Time Start: 2:00 P.M. Time End: 2:15 P.M.

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
Jeff Bertuleit	Lance Vanderbeck, Airport Director
Ken Brown	
Ralph Busby	
Daniel McCrea	
Mark Watkins	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL	Meeting called to order by Sub-chair Busby.
Roll Call	Vanderbeck conducted roll call.
APPROVAL OF THE MINUTES	None.
DISCUSSION / ACTION ITEMS	
Lease for Hangar A4 for Lystra	Item was introduced by city staff. MOTION was made by Watkins, seconded by Brown to recommend a lease for Lystra at sight A4. MOTION carried unanimously in a voice vote.
Lease for Hangar J for Seavers	Item was introduced by City staff. MOTION made by Watkins seconded by McCrea, to recommend a lease for Seavers at sight J. MOTION carried unanimously in a voice vote.
OPERATIONS REPORT	
Operations report	Nothing reported
COMMITTEE COMMENTS	None were heard.
PUBLIC COMMENTS	None were heard.
ADJOURN	2:15 P.M.

AIRPORT COMMITTEE GOALS	<ol style="list-style-type: none">1. pursue commercial and /or private for-hire airline service to facilitate regional travel to the Central Coast.2. Explore commercial/industrial development of the Airport Operations Area, (AOA) property.3. Expansion of water and sewer services to the airport.4. Explore the possibility of constructing additional T-hangars.5. Install solar panels at airport.6. Develop a parking plan.7. Partner with FEMA for emergency preparedness operations at the airport.

**City of Newport
Airport Committee Minutes
April 12, 2022**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT
Time Start: 2:05 P.M. Time End: 3:30 P.M.

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
Ken Brown (Via Zoom)	Lance Vanderbeck, Airport Director
Ralph Busby	
Daniel McCrea (Via Zoom)	
Mark Watkins	
Susan Reese Painter	
Jim Shaw	
Dietmar Goebel, Council Liaison	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL	
Roll Call	Vanderbeck conducted roll call.
APPROVAL OF THE MINUTES February 8, 2022	MOTION made by Watkins, no one seconded to approve the February 8, 2022 minutes. MOTION carried unanimously in a voice vote.
DISCUSSION / ACTION ITEMS	
Committee orientation training.	City Staff Peggy Hawker and City Attorney David Allen presented orientation training to the committee.
Lystra hangar design	City staff presented information to committee. MOTION made by Watkins, seconded by Painter to approve Lystra hangar design. MOTION carried unanimously in a voice vote.
Seavers Hangar site J design	City staff presented information to committee. MOTION made by Watkins, seconded by Shaw to approve Seavers hangar design. MOTION carried unanimously in a voice vote.
North Development First Concept	

<p>Airport entrance sign concept</p> <p>Final time line check list</p>	<p>City staff presented information to committee. Discussion proceeds with the committee.</p> <p>TABLED by Watkins until next meeting. Tabled unanimously in a voice vote.</p> <p>Request by Busby, recommended by Watkins to move this item on the agenda. No vote was requested from the committee. Discussion proceeds between City Attorney and Committee.</p>
<p>OPERATIONS REPORT</p> <p>Operations report</p>	<p>Staff presented operations report for March and April 2022.</p>
<p>COMMITTEE COMMENTS</p>	<p>None were heard.</p>
<p>PUBLIC COMMENTS</p>	<p>None were heard.</p>
<p>ADJOURN</p>	<p>3:30 P.M.</p>
<p>AIRPORT COMMITTEE GOALS</p>	<ol style="list-style-type: none"> 1. Pursue commercial and /or private for-hire airline service to facilitate regional travel to the Central Coast. 2. Explore commercial/industrial development of the Airport Operations Area, (AOA) property. 3. Expansion of water and sewer services to the airport. 4. Explore the possibility of constructing additional T-hangars. 5. Install solar panels at airport. 6. Develop a parking plan. 7. Partner with FEMA for emergency preparedness operations at the airport.

**City of Newport
Airport Committee Minutes
July 12, 2022**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT
Time Start: 2:12 P.M. Time End: 3:40 P.M.

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
Jeff Bertuleit	Lance Vanderbeck, Airport Director
Ralph Busby	
Daniel McCrea	
Mark Watkins	
Jim Shaw	
Dietmar Goebel, Council Liaison	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL	
Roll Call	Vanderbeck conducted roll call.
APPROVAL OF THE MINUTES	<p>June 2022 meeting was canceled due to a City staff scheduling conflict with the Lincoln County Cascadia Rising drill. No minutes were submitted from the June 2022 meeting.</p> <p>MOTION made by Watkins, seconded by Shaw to accept the minutes from the June meeting without any additions or corrections. MOTION carried unanimously in a voice vote.</p>
DISCUSSION / ACTION ITEMS	
EcoPhyte Consulting - Gavin Curtis	<p>Staff introduced Gavin Curtis with EcoPhyte Consulting. Discussion proceeded with the committee about what EcoPhyte was offering the airport. Consensus was not to make a recommendation to move this forward to council.</p>
Revisions to the hangar time line and checklist, along with corresponding edits to the hangar lease section 7 and 8.	<p>Staff presented revision from City Attorney. Discussion ensued between the committee members.</p> <p>MOTION made by Busby, seconded by Watkins to have the revision clauses removed from the leases. MOTION carried unanimously in a voice vote.</p> <p>MOTION made by Busby, to buy future ground lease in areas open for development on the airport be looked at the total square footage of the property, rather than the building that is built on the property. Discussion</p>

<p>Self-serve Fuel Station.</p>	<p>was had between the committee members. MOTION was dropped by Busby.</p> <p>City staff provided information in the staff report. Discussion with the committee ensued. Busby made a recommendation to drop the current fuel policy. Discussion ensued, no second was made. Watkins made a recommendation to bring a plan to get the self-service fixed. Discussion ensued with the committee. No second was made.</p>
<p>OPERATIONS REPORT</p> <p>Operations Report</p>	<p>Staff presented operations report for June and July 2022 meeting.</p>
<p>COMMITTEE COMMENTS</p>	<p>Bertuleit commented at the beginning of the meeting that he had noticed the minutes from the last meeting talked about striping and advertising the airport bar-b-que. Jeff noticed there were not many people flying in. Busby added that we still have the fuel farm NOTAM out of service and that should be talked about when staff is back. Watkins added about how many of our visitors know fuel is available. Watkins added the Sheriff's department is doing their street training at the airport. Watkins added he was glad we can share our airport with local law enforcement.</p> <p>Shaw asked if the FBO was open to move the bar-b-que back to the FBO. Watkins replied that would be a discussion for their private group if they want to move the bar-b-que back to the FBO, and did not see a reason why they could not move it back to the FBO if they wanted to. Watkins asked about hangars that are not being used on the airfield. Staff provided information about hangars. Watkins asked about letters that should have been sent out. Committee members confirmed letters were sent out. Bertuleit asked about the crew car and waiting on administration to approve the agreement.</p>
<p>PUBLIC COMMENTS</p>	<p>Chair Bertuleit moved public comments before item 4C on the agenda. Doug Lystra provided public testimony about the building permit timeline.</p> <p>MOTION made by Busby, seconded by Watkins to change the classification to non-commercial construction at the airport out of Class-A. MOTION carried unanimously in a voice vote.</p> <p>Discussion about permitting review proceeded.</p> <p>MOTION made by Busby, seconded by Watkins that all planning reviews are a single review and no second or third round of reviews. MOTION carried unanimously in a voice vote.</p> <p>Committee discussion about having Nebel write Clair an official letter limiting Clair to one round of review.</p>

ADJOURN	4:00 P.M.
AIRPORT COMMITTEE GOALS	<ol style="list-style-type: none"> 1. pursue commercial and /or private for-hire airline service to facilitate regional travel to the Central Coast. 2. Explore commercial/industrial development of the Airport Operations Area, (AOA) property. 3. Expansion of water and sewer services to the airport. 4. Explore the possibility of constructing additional T-hangars. 5. Install solar panels at airport. 6. Develop a parking plan. 7. Partner with FEMA for emergency preparedness operations at the airport.

**City of Newport
Airport Committee Minutes
May 10, 2022**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT
Time Start: 2:03 P.M. Time End: 3:40 P.M.

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
Jeff Bertuleit	Lance Vanderbeck, Airport Director
Ken Brown	Derrick Tokos, Community Development Director
Ralph Busby	
Daniel McCrea	
Mark Watkins	
Susan Reese Painter	
Jim Shaw	
Cynthia Jacobi, Council Liaison	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL	
Roll Call	Vanderbeck conducted roll call.
APPROVAL OF THE MINUTES	None.
DISCUSSION / ACTION ITEMS	
Time line checklist discussion with Derrick Tokos.	Vanderbeck and Tokos presented information to the committee, regarding development timeline checklist. Discussion held by the committee.
Notice of Decision for the City Council's Affirmation of the Planning Commission's Approval of a Conditional Use Permit for the Animal Shelter	City staff provided information to committee. Committee proceeded with discussion. MOTION made by Busby, seconded by Painter to rescind the committee's prior recommendation of having the animal shelter on airport property. MOTION carried, with Shaw and Bertuleit opposed and Watkins abstaining due to conflict of interest. Watkins declared a conflict and recused himself from voting. Committee members McCrea, Busby, Painter, and Shaw voted aye, Bertuleit voted nay, MOTION passed.
Ecophyte Consulting Gavin Curtis, President.	City staff provided information to the committee. Consensus from the committee was to invite EcoPhyte to present during the June 2022 meeting.
OPERATIONS REPORT	

Operations Report	Staff presented operations report for May meeting 2022.
COMMITTEE COMMENTS	<p>Chair Bertuleit added on Saturday they talked about having a work committee to work out ideas for the north end and present it to the committee. City Staff replied to Bertuleit's comment that the committee could set up a work committee. Bertuleit asked about having the FBO open until 7 pm. Staff responded we would need to talk with administration. Bertuleit felt it would be advisable to talk with waiting list to find out the price range to charge for a t-hangar. Bertuleit, then committed on the sign and did not want a metal sign but a same style of sign advertising the City of Newport. Busby asked about the grass area between jet parking and box hangars. City staff replied that one 40 x 42-foot hangar could be built in that location. Busby asked about letters that were sent out to the hangar owners and some did not get a letter. City staff asked who did not receive the letters. Busby replied with Steven Wormley a t-hangar tenant. Watkins, requested to review all the leases of the airport. City staff asked if the committee would like annual hangar inspections to start.</p> <p>Busby replied for all hangar owners. City staff asked about further clarification and what the committee wants for a standard. Busby replied whatever the FAA current standards are. Shaw asked if the city has an up-to-date contact list of current tenants and requested to receive a copy. Shaw commented about the city airport budget and requested a copy. Bertuleit asked about AIP funds and where they go and what we are working on. City staff replied about sending out a CIP update to the committee. Bertuleit brought up solar power at the airport and combining electrical meters. Also, that Bertuleit would not want to use city funds for a solar feasibility study. Busby asked about survey of the electricity meters at the airport. City Staff responded to Busby's questions about electrical meter survey that was done a few years back. Councilor Jacobi asked Bertuleit about the feasibility study question form earlier. Discussion ensued and Busby suggested to have the solar study city wide.</p>
PUBLIC COMMENTS	None were heard.
ADJOURN	3:40 P.M
AIRPORT COMMITTEE GOALS	<ol style="list-style-type: none"> 1. Pursue commercial and /or private for-hire airline service to facilitate regional travel to the Central Coast. 2. Explore commercial/industrial development of the Airport Operations Area, (AOA) property. 3. Expansion of water and sewer services to the airport. 4. Explore the possibility of constructing additional T-hangars. 5. Install solar panels at airport. 6. Develop a parking plan.

7. Partner with FEMA for emergency preparedness operations at the airport.

**City of Newport
Airport Committee Minutes
August 9, 2022**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT
Time Start: 2:03 P.M. Time End: 2:21 P.M.

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
Jeff Bertuleit - by phone	Lance Vanderbeck, Airport Director
Susan Reese Painter	
Ralph Busby	
Daniel McCrea	
Mark Watkins	
Jim Shaw	
Cynthia Jacobi, Council Liaison	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL	
Roll Call	Vanderbeck conducted roll call.
APPROVAL OF THE MINUTES	None.
DISCUSSION / ACTION ITEMS	
Communication for Community Development	Airport staff presented the staff report for permitting of hangars. Busby made a statement that communication between the City, Clair, and Lystra could have been better. Busby asked about residential code covering buildings other residents including aircraft hangars 8,000 square feet or less. Further discussion ensued with the committee. Staff will check with community development and bring back more information.
OPERATIONS REPORT	
Operations report	Staff presented operations report for August 2022 meeting.
COMMITTEE COMMENTS	Bertuleit made a comment about a location for electric plane charging station. Watkins asked about demand for APU. Staff advised there was very little demand at this time.
PUBLIC COMMENTS	None were heard.
ADJOURN	2:21 P.M
AIRPORT COMMITTEE GOALS	<ol style="list-style-type: none"> 1. pursue commercial and /or private for-hire airline service to facilitate regional travel to the Central Coast. 2. Explore commercial/industrial development of the Airport Operations Area, (AOA) property. 3. Expansion of water and sewer services to the airport.

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| | <ol style="list-style-type: none">4. Explore the possibility of constructing additional T-hangars.5. Install solar panels at airport.6. Develop a parking plan.7. Partner with FEMA for emergency preparedness operations at the airport. |
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**City of Newport
Airport Committee Minutes
September 13, 2022**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT	Time End: 2:48 P.M.
Time Start: 2:04 P.M.	

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
	Lance Vanderbeck, Airport Director
Susan Reese Painter	
Ralph Busby	
Daniel McCrea	
Mark Watkins	
Jim Shaw	
Cynthia Jacobi, Council Liaison	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL	
Roll Call	Vanderbeck conducted roll call.
APPROVAL OF THE MINUTES	<p>Vanderbeck advised that draft minutes for the meetings of March 15, 2022, April 12, 2022, May 10, 2022, July 12, 2022 and August 9, 2022 were in the packets. Minutes were not final for approval at this time.</p> <p>Brief discussion was held on the process for running a meeting with an absent chair, and what the Committee member running the meeting should be called. It was general committee consensus to call them acting chair</p>
DISCUSSION / ACTION ITEMS	
Response from Community Development Department	Busby reported that a response from Community Development Department came in pertaining to residential hanger permitting. Busby advised the Committee had read the response; the Committee proposal was not doable as stated.
OPERATIONS REPORT	
Operations report	Staff presented operations report for September 2022 meeting.
COMMITTEE COMMENTS	Shaw inquired if the fuel reports every month were necessary, or would quarterly reporting suffice? Busby and Watkins indicated it would.

Watkins inquired when 100 low lead fuel would move down in pricing? Vanderbeck reported he would have a better idea the next week, but current price list went up fifty cents, and was hoping it is a fluke with inflation, but had lowered prices once. Busby advised he thought pricing was lowered about a month ago.

Busby reported he flew halfway across the United States, average price was \$6.70 a gallon while stopping at major airports across the country on the route. Vanderbeck advised average local price is \$7.36 for 100 low lead, airport price at \$7.30 with pre-paid fuel card discount to \$6.57.

Brief committee discussion on a recent German fighter plane visit. Vanderbeck reported he thought it may have been a dog fighting plane for the Canadian Royal Airforce at first, but the plane was owned by a general aviation pilot.

Busby advised that weed control at the airport is an issue, and could the weeds be sprayed, or would the airport have an issue with local residents taking control over that effort? Busby shared the biggest areas of issue were Taxiway echo, and around hangars with tall grass. Vanderbeck reported the curve along apron was sprayed, but Staff hadn't gotten by taxiways. Vanderbeck advised he did not foresee an issue with spraying at hangar sites, but not elsewhere. At present the city is working on an Integrated Pest Management plan detailing the use of herbicides. Busby inquired how long it would take for that to be finalized? Vanderbeck advised he did not have a firm deadline, and Jacobi reported Parks and Recreation Director Cavanaugh would be the best point of contact for that effort.

Busby requested information on issues filling cracks on taxiway? Vanderbeck reported he would have to ask the state, who has switched to a round robin style for maintenance. Busby shared he spoke to a state worker three or four years ago, who indicated he was unsure if they did around hangars, or just main taxiways and runways. Vanderbeck reported movement, and non-movement areas would need to be defined and had sent an email into City Administration asking who is responsible for the apron from hangar to taxi lane, and has not heard back from legal.

Jacobi inquired as to if the airport has historically used part-time maintenance workers in summer to assist with mowing operations? Vanderbeck reported that has never happened, just airport staff, but the airport had inmate work crew there before to assist. Watkins shared the issue is the removal method of weeds,

there was lots of interest from volunteers in helping, but those volunteers didn't want to do anything to jeopardize themselves or the City.

McCrea reported questions on the north end hangar layout design project, on a rough draft, and what can be done to move it along and if there was federal funding to help with taxiways etc. Vanderbeck reported a pen and ink change on an ALP could result in federal funding, if there is federal funding for taxiways, it would be considered a taxi lane, not a taxiway though. McCrea shared it would appear there would be no way to get a lane to the hangar, Vanderbeck advised that was correct. McCrea shared that it may be worth asking the FAA, as in his view, it did not seem feasible for the city to install the taxiway. Vanderbeck advised it is a taxi-lane which goes into a building, taxiway gets to end of runway, FAA put in taxi-lane when box hangar and T hangars were built with federal money, but since those were built, nothing had been installed like that. Vanderbeck reported that AIP is feasible, and is working to see if he can get T-hangars built, goal would be to place them at the north end, since that project would install taxiway.

McCrea shared that water flow at the property is a concern, he didn't believe it was possible to do commercial in those hangars, since we have barely enough flow to classify Airport as storage, which is not repair or maintenance. The only building that is grandfathered is existing FBO. Vanderbeck reported that commercial use could be installed if it had a suitable fire suppression system, as well as following any other new regulations by the state for that size of commercial building. Watkins explained that he felt it was important to get City water down to Airport, it would alleviate these concerns. Lance reported the pump station would have to be used.

Watkins reported that the current situation inhibits commercial business development. McCrea shared it was currently overgoing initial review, but think it is only storage, not hazardous work which is maintenance on an airplane or whatever they deem is hazardous due to lack of water flow. Jacobi inquired as to if Committee could get answers from the Community Development Department? Vanderbeck reported those answers have been received before, and fire suppression is required for commercial structures depending on what class the facility is. McCrea reported the trigger for fire suppression, is not square footage, the airport doesn't meet water flow requirements for hazardous operations.

Jacobi requested clarification from Fire Chief Rob Murphy and Community Development Derrick Tokos. Busby reported commercial operations, would likely put the airport in a new water flow requirement

category. Jacobi advised it may be a good project to move forward with, given infrastructure grants and looking for places to put it. Vanderbeck advised he would look into the requirements, for McCrea to build a private FBO. Watkins shared the major goal of founding the Airport Committee was to develop the commercial side of the airport for revenue, we understand it is \$300,000 plus to get it going, Committee has been tasked with trying to reduce that burden on city funds, noting it is difficult to alleviate financial burden to city without having adequate flows. Jacobi advised that she is on housing analysis committee, it has been an education to see how little buildable lands actually exist in Newport. Jacobi shared if no infrastructure is available, it would cost about \$3-million for one water pump station, funding is critical, if a plan is available then funding can be applied for. Busby reported wastewater is another issue, not just for the airport, but the entire section of Newport.

McCrea reported he had an item of personal interest to discuss with the Committee and procedurally wondered how to handle it? Glover requested he step down to the public podium area from the Committee dais, to address them as a public member. McCrea stepped down from dais and reported that it pertained to a sewer holding tank for his personal hangar, he knows a hangar out there with a holding tank for a restroom, and if there would there be an issue putting a tank behind his hangar and having it pumped? Vanderbeck advised that he thought as long as it doesn't restrict access there likely wouldn't be an issue, permitting for septic is done through Lincoln County, and would want to double check with permitting. McCrea advised he would fact check with Lincoln County, and undergo permitting with the County sanitarian if required. Jacobi shared that Tokos talked about a smaller sewage system for the entire airport before. Watkins advised it was a community septic system. Busby reported he knew community septic was likely a long while away for potential construction. It was the general consensus of Committee that McCrea was ok to proceed with a pumped holding tank if approved by County.

McCrea reported there was currently vacant land, east of his hangar and would like to look at adding extra land to his current lease. McCrea advised he had aircraft recovery trailers, would like to lease additional ground to park trailers adjacent to his hangar. McCrea reported that construction of the hangar was short sighted when built, because when the door opens and the hangar is exited it leads onto movement area, a lease would allow moving around the side of the hangar, and not into the movement area. Vanderbeck

	<p>advised that Committee has said several times trailers need to be in long term parking, may need to go to long term parking, by the box hangars/fence. Busby reported he had no issue with the proposal if the land was leased, and the trailers were aviation related. Watkins reported that a rough draft map/plan would be appreciated in the next meeting. McCrea advised that he understands there are other trailers located there, has several acres at home to leave them if it doesn't work out, but it is more convenient to store at the Airport. Busby requested to put in a formal question related to accessory storage. Glover advised that it would be most appropriate to request a formal discussion of this on the next agenda. McCrea reported he would pave the property if he was able to lease it. Watkins shared he felt the land was too small to build a hangar, and doesn't know why the group wouldn't lean towards approval.</p> <p>Shaw reported hangar site leases were reviewed in the July meeting, #9 in the lease says, use of lease premises is limited to aeronautical use and has it been changed? Busby reported he didn't think so, but hasn't received a final version back. Vanderbeck advised he had sent an email to City Attorney and has not heard back. David Allen was going to be here for the meeting, but was not able to attend due to other obligations. Busby requested that staff add the revised lease version to next agenda for discussion.</p>
PUBLIC COMMENTS	None was heard.
ADJOURN	2:48 P.M.
AIRPORT COMMITTEE GOALS	<ol style="list-style-type: none"> 1. pursue commercial and /or private for-hire airline service to facilitate regional travel to the Central Coast. 2. Explore commercial/industrial development of the Airport Operations Area, (AOA) property. 3. Expansion of water and sewer services to the airport. 4. Explore the possibility of constructing additional T-hangars. 5. Install solar panels at airport. 6. Develop a parking plan. 7. Partner with FEMA for emergency preparedness operations at the airport.

**City of Newport
Airport Committee Minutes
November 8, 2022**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT
Time Start: 2:02 P.M. Time End: 3:00 P.M.

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
	David Allen City Attorney
Susan Reese Painter	Peggy Hawker City Recorder
Ralph Busby	
Daniel McCrea	
Mark Watkins	
Jim Shaw	
Cynthia Jacobi, Council Liaison	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL	
Roll Call	Hawker conducted roll call.
APPROVAL OF THE MINUTES	
	None.
DISCUSSION / ACTION ITEMS	
Hangar lease template- David Allen, City Attorney	David Allen presented information about clarification of the new lease template and Check list. Talked about Rules and Regulations at the airport. Talked about insurance change to lease. MOTION was made by Watkins, seconded by McCrea to accept the draft lease as amended. MOTION carried unanimously in a voice vote.
Fire systems for commercial buildings	Discussion was had about what is needed for a fire system in the hangar.
Lease maintenance responsibility - water	None was heard.
World Fuel update.	Discussion was had about potential new fuel replacement and how that will affect the current fuel. Will the new lease cover the switch to new fuel? MOTION was made by Watkins, seconded by McCrea to make recommendation to Council to transfer lease

Transfer of Lease Hangar D3 to Scott Isaak from Ken Williams.	from Ken Williams to Scott Isaak. MOTION carried unanimously in a voice vote.
Transfer of Lease for hangar C-N from OSU to Jim Seavers.	MOTION was made by Shaw, second by Watkins, to recommend to council to approve transfer of lease from OSU to Jim Seavers. MOTION carried unanimously in a voice vote.
Lease east of hangar McCrea	Item was added and then postponed till future meeting.
FAA Bipartisan Infrastructure 2022	Discussion was postponed to a future meeting.
OPERATIONS REPORT	
September 2022 Operations report.	Operations report for October 2022 meeting.
October 2022 Operations report.	Operations report for November 2022 meeting.
	Discussion was had about the replacement of the crew car.
	AWOS discussion about data being broadcast to national centers.
COMMITTEE COMMENTS	None was heard.
PUBLIC COMMENTS	None was heard.
ADJOURN	3:00 P.M.
AIRPORT COMMITTEE GOALS	<ol style="list-style-type: none"> 1. pursue commercial and /or private for-hire airline service to facilitate regional travel to the Central Coast. 2. Explore commercial/industrial development of the Airport Operations Area, (AOA) property. 3. Expansion of water and sewer services to the airport. 4. Explore the possibility of constructing additional T-hangars. 5. Install solar panels at airport. 6. Develop a parking plan. 7. Partner with FEMA for emergency preparedness operations at the airport.

**City of Newport
Airport Committee Minutes
January 10, 2023**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT
Time Start: 2:10 P.M. Time End: 3:10 P.M.

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
Jeff Bertuleit	Lance Vanderbeck, Airport Director
Susan Reese Painter	
Ralph Busby arrived later during meeting.	
Daniel McCrea - by phone	
Mark Watkins	
Cynthia Jacobi, Council Liaison	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL	
Roll Call	Vanderbeck conducted roll call.
APPROVAL OF THE MINUTES	
Minutes	None.
DISCUSSION / ACTION ITEMS	
T-hangar 10 lease for JFT Holdings, LLC, C/o Parker Johnstone	<p>MOTION was made by Watkins, seconded by Painter to recommend to Council to approve lease for hangar T-10 to JFT Holdings, LLC c/o Parker Johnstone. MOTION carried unanimously in a voice vote.</p> <p>Discussion ensued about T-hangar's needing to approve T-hangar lease. Staff will provide information about the waiting list and aircraft.</p> <p>Committee discussed building T-hangars to fill need of waiting list. Committee felt the City should not be in the T-hangar development business.</p>
Ground lease for Daniel B. McCrea east of hangar D4	Staff provided lease options for commercial and non-commercial ground lease for hangar D4. McCrea asked to table the item for future meeting. Committee concurred and moved item.

<p>Filling open airport committee member seat</p>	<p>Staff provided information about reposting committee vacancies. Staff reported Mayor Sawyer would like to see more depth in the committee; people who don't have financial interest in the airport.</p> <p>MOTION was made by Watkins, seconded by McCrea, to recommend to Mayor Sawyer to approve appointment of Doug Lystra to the airport committee. No vote was made.</p> <p>Committee interviewed applicant after motion was made.</p> <p>MOTION was made by Watkins, seconded by Busby to recommend to Mayor Sawyer to approve appointment of Doug Lystra to the Airport committee. MOTION carried unanimously in a voice vote.</p>
<p>Airport Committee Goals</p>	<p>Staff provide information on current seven goals. Discussion ensued on each goal individually.</p> <ol style="list-style-type: none"> 1. pursue commercial and /or private for-hire airline service to facilitate regional travel to the Central Coast. 2. Explore commercial/industrial development of the Airport Operations Area, (AOA) property. 3. Expansion of water and sewer services to the airport. 4. Explore the possibility of constructing additional T-hangars. 5. Install solar panels at airport. 6. Develop a parking plan. 7. Partner with FEMA for emergency preparedness operations at the airport.
<p>World Fuel update</p> <p>FAA Bipartisan Infrastructure 2022</p>	<p>**Recording cut short due to technical issues.**</p>
<p>OPERATIONS REPORT</p> <p>5.A. Operations report for January 2023 meeting. Operations report for December 2022 meeting.</p>	<p>Staff presented operations report for meeting.</p> <p>Staff presented operations report for meeting.</p>
<p>COMMITTEE COMMENTS</p>	<p>None.</p>
<p>PUBLIC COMMENTS</p>	<p>None.</p>
<p>ADJOURN</p>	<p>3:10 P.M. recording cut short due to technical issues.</p>

AIRPORT COMMITTEE GOALS

1. pursue commercial and /or private for-hire airline service to facilitate regional travel to the Central Coast.
2. Explore commercial/industrial development of the Airport Operations Area, (AOA) property.
3. Expansion of water and sewer services to the airport.
4. Explore the possibility of constructing additional T-hangars.
5. Install solar panels at airport.
6. Develop a parking plan.
7. Partner with FEMA for emergency preparedness operations at the airport.

**City of Newport
Airport Committee Minutes
May 23, 2023**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT	
Time Start: 2:02 P.M.	Time End: 3:00 P.M.

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
Jeff Bertuleit	Lance Vanderbeck, Airport Director
Doug Lystra	
Ralph Busby	
Daniel McCrea	
Susan Reese Painter - arrived later in the meeting.	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL	
Roll Call	Vanderbeck conducted roll call.
APPROVAL OF THE MINUTES	
	No minutes were presented. Discussion about minutes and reminder of administration decision to decline action minutes.
DISCUSSION / ACTION ITEMS	
FAA BIL \$875,000 funding	Staff provided information on BIL funding and construction of T-hangars. Committee discussion ensued about cost saving. MOTION was made by Busby, seconded by McCrea to move forward with the FAA BIL funding for construction of T-hangars. MOTION carried unanimously in a voice vote.
Hangar CN & CS for Anderson Building & Land LLC	Staff provided information on hangar CN & CS. MOTION was made by Busby, seconded by McCrea to recommend to City Council to approve new lease for hangar site CN & CS with Anderson Building and Land, LLC; and terminate hangar lease 3414 with James "Jim" Seavers and hangar lease 2921 with Bruce Mate with finalization of sales. MOTION carried unanimously in a voice vote. Committee had further discussion for David Allen to clarify the lease terms and use of the new lease. Staff provided further information about further lease review with David Allen.

<p>OPERATIONS REPORT</p> <p>Operations report for May 2023 meeting.</p>	<p>Staff presented operations report for meeting.</p>
<p>COMMITTEE COMMENTS</p>	<p>Committee comment about self-serve tank and World Fuel agreement. Staff provided information about Eagle Tank and World Fuel update.</p> <p>MOTION was made by Busby, product provided by Mascot was not adequate and to terminate contract with Mascot. MOTION RESCINDED</p> <p>Further committee discussion ensued.</p> <p>MOTION was made by Bertuleit, seconded by Painter to request City Attorney look into the Mascot agreement and advise or take action on tank painting. MOTION carried unanimously in a voice vote.</p> <p>Discussion ensued about the land the animal shelter was going to be placed on.</p> <p>MOTION was made by Bertuleit, seconded by McCrea to take action on relisting the outside properties. MOTION carried unanimously in a voice vote.</p> <p>Discussion about FEMA ensued, and moving the National Guard Armory to the airport. Airport staff provided information about FEMA, MOU, and City EOP coordinator.</p> <p>Committee asked about parking lot striping. Staff provided information about restriping the parking lot. Area for additional parking lot was leased out.</p>
<p>PUBLIC COMMENTS</p>	<p>None.</p>
<p>ADJOURN</p>	<p>3:00 P.M.</p>
<p>AIRPORT COMMITTEE GOALS</p>	<ol style="list-style-type: none"> 1. pursue commercial and /or private for-hire airline service to facilitate regional travel to the Central Coast. 2. Explore commercial/industrial development of the Airport Operations Area, (AOA) property. 3. Expansion of water and sewer services to the airport. 4. Explore the possibility of constructing additional T-hangars. 5. Install solar panels at airport. 6. Develop a parking plan. 7. Partner with FEMA for emergency preparedness operations at the airport.

**City of Newport
Airport Committee Minutes
June 13, 2023**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT
Time Start: 2:10 P.M. Time End: 2:47 P.M.

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
Doug Lystra	Lance Vanderbeck, Airport Director
Susan Reese Painter	
Ralph Busby	
Daniel McCrea	
Mark Watkins	
Cynthia Jacobi, Council Liaison	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL	
Roll Call	Vanderbeck conducted roll call.
APPROVAL OF THE MINUTES	None.
DISCUSSION / ACTION ITEMS	
Update in ground lease language section 11	<p>City Attorney, David Allen presented information to committee for further clarification on lease language.</p> <p>MOTION was made by Painter, seconded by Watkins to approve the changes as suggested. MOTION carried unanimously in a voice vote.</p>
Airport Committee Applicant interview	<p>Committee interview James “Jim” Seavers. Staff provided information on Mr. Seavers application. Committee asked a few questions of Mr. Seavers about the airport. Mr. Seavers responded to questions.</p> <p>MOTION was made by Watkins, seconded by Lystra to recommend to the Mayor to ratify appointment of Mr. Seavers to the airport committee. MOTION carried unanimously in a voice vote.</p>
OPERATIONS REPORT	
Operations report for June 2023 meeting.	Staff presented operations report for meeting. Discussion ensued about the hit and wish list from the Budget committee.

COMMITTEE COMMENTS	Committee asked David Allen on any more information on insurance requirements for lease agreements. Meeting will be set up in the future.
PUBLIC COMMENTS	None was heard.
ADJOURN	2:47 P.M.
AIRPORT COMMITTEE GOALS	<ol style="list-style-type: none"> 1. pursue commercial and /or private for-hire airline service to facilitate regional travel to the Central Coast. 2. Explore commercial/industrial development of the Airport Operations Area, (AOA) property. 3. Expansion of water and sewer services to the airport. 4. Explore the possibility of constructing additional T-hangars. 5. Install solar panels at airport. 6. Develop a parking plan. 7. Partner with FEMA for emergency preparedness operations at the airport.

**City of Newport
Airport Committee Minutes
March 14, 2023**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT
Time Start: 2:05 P.M. Time End: 3:00P.M.

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
	Lance Vanderbeck, Airport Director
Susan Reese Painter	
Ralph Busby	
Daniel McCrea	
Mark Watkins	
Doug Lystra	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL	
Roll Call	Vanderbeck conducted roll call.
APPROVAL OF THE MINUTES	
	None
DISCUSSION / ACTION ITEMS	
Letter of support for Solar Farm to City Council	First half of meeting missing due to technical errors.
Land lease for hangar site C1 to Daniel B McCrea	
Rule and Regulations section 6.6 Storage of Equipment / Materials	
Land lease for parking south of hangar A4 Doug Lystra	MOTION was made by Watkins, seconded by Lystra, to have city staff draft a lease for land east of Dan McCrea's hangar. MOTION carried unanimously in a voice vote.
Land lease for parking east & south of hangar D4 Dan McCrea	
Fiscal Year 2023 - 2024 Fees	Staff provided information about current fees and where Newport lands compared to state wide fees from ODAV. Committee made recommendation to adjust new T-hangar fee to \$250 per month. No other recommendation was made from committee to adjust fees.
Change to FAA AIP Funding for the upcoming years.	

	Staff provided information on the FAA reclassification airport and how it affected BIL funding made available for the airport. Committee consensus was to move forward with T-hangar construction.
OPERATIONS REPORT Operations report for March 2023 meeting.	Staff presented operations report for meeting.
COMMITTEE COMMENTS	None.
PUBLIC COMMENTS	Rick Beasley asked a question about the airport budget and funding. Staff provided information. Asked about FAA AIP grant funding. Staff provided information. Beasley asked about AUR service funding. Staff provided information.
ADJOURN	3:00 P.M
AIRPORT COMMITTEE GOALS	<ol style="list-style-type: none"> 1. pursue commercial and /or private for-hire airline service to facilitate regional travel to the Central Coast. 2. Explore commercial/industrial development of the Airport Operations Area, (AOA) property. 3. Expansion of water and sewer services to the airport. 4. Explore the possibility of constructing additional T-hangars. 5. Install solar panels at airport. 6. Develop a parking plan. 7. Partner with FEMA for emergency preparedness operations at the airport.

**City of Newport
Airport Committee Minutes
July 11, 2023**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT	Time End: 3:01 P.M.
Time Start: 2:00 P.M.	

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
Jeff Bertuleit	Lance Vanderbeck, Airport Director
Susan Reese Painter - arrived later during the meeting.	
Ralph Busby	
Daniel McCrea	
Mark Watkins	
Doug Lystra	
Councilor Goebel- arrived later during the meeting.	
Jim Seavers in the Audience.	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL	
Roll Call	Vanderbeck conducted roll call.
APPROVAL OF THE MINUTES	
	None.
DISCUSSION / ACTION ITEMS	
Rental lease for T-hangar 3 with Dwight Shanefelt	Staff presented information about the rental lease. MOTION was made by Busby, seconded by Watkins to recommend approval to City Council for rental lease of T-hangar 3 to Dwight Shanefelt and Nancy Moore. MOTION carried unanimously in a voice vote.
OPERATIONS REPORT	
Operations report for July 2023 meeting.	Staff provided information from the operations report.
COMMITTEE COMMENTS	
	MOTION was made by McCrea, seconded by Busby to set a limit on the T-hangar time you can lease a T-hangar after an aircraft has been sold or wrecked to allow a six-month grace period without ownership of aircraft. Time frame will stop once a bill of sale has been provided for aircraft. MOTION carried unanimously in a voice vote.

	<p>MOTION was made by Busby, seconded by McCrea to provide 30-day notice to T-hangar 5 renter. MOTION carried unanimously in a voice vote.</p> <p>Committee discussed putting down payment for putting them on the hangar waiting list. Staff provided information on the t-hangar waiting list and price adjustment of \$300 per month.</p> <p>Committee had discussion on the Solar Feasibility study with Councilor Goebel. Committee had further discussion on solar projects.</p> <p>Committee had discussions on BIL FAA funding for T-hangar funding.</p> <p>Committee had discussions on lack of pilot services on the field and future airport development.</p> <p>Committee had conversation about building hangar for commercial use because of fire flow.</p> <p>Committee had a conversation on Fuel tanks.</p> <p>Committee had a discussion about insurance requirements for lessee.</p> <p>Committee had a conversation about ratification of appointment of James Seavers.</p>
PUBLIC COMMENTS	None.
ADJOURN	3:01 P.M.
AIRPORT COMMITTEE GOALS	<ol style="list-style-type: none"> 1. pursue commercial and /or private for-hire airline service to facilitate regional travel to the Central Coast. 2. Explore commercial/industrial development of the Airport Operations Area, (AOA) property. 3. Expansion of water and sewer services to the airport. 4. Explore the possibility of constructing additional T-hangars. 5. Install solar panels at airport. 6. Develop a parking plan. 7. Partner with FEMA for emergency preparedness operations at the airport.

**City of Newport
Airport Committee Minutes
August 8, 2023**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT
Time Start: 2:05 P.M. Time End: 2:55 P.M.

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
Jeff Bertuleit	Lance Vanderbeck, Airport Director
Susan Reese Painter	
Ralph Busby	
Daniel McCrea	
Mark Watkins	
Doug Lystra	
Cynthia Jacobi, Council Liaison	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL	
Roll Call	Vanderbeck conducted roll call.
APPROVAL OF THE MINUTES	None.
DISCUSSION / ACTION ITEMS	None.
OPERATIONS REPORT	
Operations report for August 2023 meeting.	Staff presented operations report for meeting.
COMMITTEE COMMENTS	<p>Committee had discussion on World Fuel.</p> <p>Committee had discussion on Self-Serve tanks.</p> <p>Staff provide information on the Septic system and funding.</p> <p>Committee asked about lease insurance. Staff provided information needs to go to Spencer for review.</p> <p>Committee asked questions about a few acronyms that were stated in the operations report. Staff provided information.</p> <p>Committee asked about BIL funding numbers and value engineering. Staff provided information.</p>

	<p>Committee asked about the lights at the T-hangars and the lights on the driveway to the T-hangar gate.</p> <p>Committee requested profit and loss statement for fuel sales.</p> <p>Committee asked about the FMU at the self-service.</p> <p>Committee asked about T-hangar 5. Staff stated the email was sent out. The lease will need to be amended with the time limit. Staff needs to check with administration.</p> <p>Committee asked about the fire flow requirements for business in the hangar.</p> <p>Committee asked about the north area for building hangars.</p> <p>Committee discussed the Runway 2-20 project on the Master Plan. Discussion ensued about changing the runway; making it shorter. This was a requirement of the FAA.</p> <p>Committee asked about the air service group. Staff provided information about survey being put together.</p>
PUBLIC COMMENTS	None was heard.
ADJOURN	2:55 P.M.
AIRPORT COMMITTEE GOALS	<ol style="list-style-type: none"> 1. pursue commercial and /or private for-hire airline service to facilitate regional travel to the Central Coast. 2. Explore commercial/industrial development of the Airport Operations Area, (AOA) property. 3. Expansion of water and sewer services to the airport. 4. Explore the possibility of constructing additional T-hangars. 5. Install solar panels at airport. 6. Develop a parking plan. 7. Partner with FEMA for emergency preparedness operations at the airport.

**City of Newport
Airport Committee Minutes
September 12, 2023**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT
Time Start: 2:02P.M. Time End: 3:06 P.M.

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
Jeff Bertuleit	Lance Vanderbeck, Airport Director
Ralph Busby	
Daniel McCrea	
Mark Watkins	
Doug Lystra	
Councilor Goebel	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL 2.A. Roll Call	Members present listed above.
APPROVAL OF THE MINUTES 3.A minutes	No minutes presented. Committee asked to have motions at least written. Councilor Goebel addressed the issue with the committee. Discussion ensued about how meetings minutes are taken.
DISCUSSION / ACTION ITEMS 4.A. Fiscal Year 22/23 revenue 4.B Aircraft maintenance allowed in hangars: NFPA 410 Standard on Aircraft Maintenance	Staff provided report information to the committee. Discussion on revenues ensued with the committee on the revenue report. Committee discussed master plan and future apron layout. Discussion on how to attract more Jets and where to park them. Staff provided information form Fire Chief Murphy per the lease agreement section 9.4. Staff provided information about the NFPA 409-410. Chief Murphy wanted a list of aviation related operations being done in the hangar to be more specific on the fire code.

<p>OPERATIONS REPORT</p> <p>5.A. Operations report for September 2023 meeting.</p>	<p>Staff presented operations report for meeting.</p>
<p>COMMITTEE COMMENTS</p>	<p>Councilor Goebel provided an update on McWatkins LLC Lease at request of committee.</p> <p>Committee asked about local catchment area pricing for AV-gas. Staff provided information.</p> <p>Committee asked about when Jim Seavers will be appointed. Councilor Goebel said he would talk to the mayor about the item.</p> <p>Airport staff and committee would like to see a private company provide FBO services on the field.</p> <p>Staff provided information on next steps for the T-hangars. Further discussion about T-hangar construction was had.</p>
<p>PUBLIC COMMENTS</p>	<p>No public comments.</p>
<p>ADJOURN</p>	<p>3:06 pm</p>
<p>AIRPORT COMMITTEE GOALS</p>	<ol style="list-style-type: none"> 1. pursue commercial and /or private for-hire airline service to facilitate regional travel to the Central Coast. 2. Explore commercial/industrial development of the Airport Operations Area, (AOA) property. 3. Expansion of water and sewer services to the airport. 4. Explore the possibility of constructing additional T-hangars. 5. Install solar panels at airport. 6. Develop a parking plan. 7. Partner with FEMA for emergency preparedness operations at the airport.

**City of Newport
Airport Committee Minutes
November 14, 2023**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT	Time End: 3:35 P.M.
Time Start: 2:01 P.M.	

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
Jeff Bertuleit	Erik Glover, Assistant City Manager/ City Recorder.
Susan Reese Painter (Arrived later)	Jeanne Tejada, Deputy City Recorder.
Ralph Busby	Lance Vanderbeck, Airport Director.
Doug Lystra	
Jim Seavers	
Councilor Emond	
Councilor Jacobi	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL	
Roll Call	Bertuleit called the meeting to order at 2:01 P.M and Vanderbeck conducted roll call.
APPROVAL OF THE MINUTES	None.
DISCUSSION / ACTION ITEMS	
Termination of hangar 3 lease 3252 with Mr. Monsanto, and approval of new lease for Hangar 3 with Mr. Barbour	Mr. Busby questioned why the presented lease for 30 years not 15. Vanderbeck responded it was clerical error and will get it corrected. Glover advised leases of the standard template including term/length would be used. MOTION was made by Bertuleit, seconded by Seavers to recommend to City Council approval with the current standard lease for 15 years. MOTION carried, with Busby abstaining.
Oregon Government Ethics Commission Regarding House Bill 2805	Staff read report to committee. Further training will be held with City Attorney David Allen at future date.
Goals for FY 24-25	Staff presented. to Committee. Councilor Jacobi talked about the goals being specifics. Bertuleit had further discussion on the goals with the committee. City Councilor Jacobi had conversation about talking with Port, County, and EDLC regarding air service for Newport. To establish timelines in the object. Glover -

	<p>talked about EDALC and goals for the committee and a partnership in the goal.</p> <ol style="list-style-type: none"> 1. Pursue commercial and /or private airline service to the coast. Within a year time establishing the cost of an air service to operate at Newport. Organizing local government and business participation. Including reaching out airlines to see what they may need form Newport. 2. Develop a commercial lease for the Airport Operations Area (AOA), identify area for business, work with community development to determine aviation business allowed in the AOA. Objective looking to assign a leasing agent once the other items are established by the end of Fiscal year 24/25. 3. Requirement for commercial business to build and/or operate on the airfield. Including permits requirements and Fire approval. 4. Constructing additional T-hangars using FAA BIL grant funding. Objective to identify who will supply hangars. Proceed with prep land, pouring foundations in current FY 24/25. T-hangars to be constructed within 24 months. 5. Installation solar panels at airport by 2025, unless feasibility study says otherwise. 6. Develop Parking Plan- Identify where potential level 2 charging posts might be located. Identify grants to facilitate the install of electrical power charging stations. All within a year, City initiated. 7. Partner with FEMA for emergency preparedness operations at airport. -Identify parties and responsibility and contact information. 8. Develop a plan to evaluate Airport budget, for items are of general benefit of community, and those that benefit private users/business aspect. To determine how much of airport benefits the general public, and how much benefits private users to breakdown the funding and income.
<p>OPERATIONS REPORT</p> <p>Operations report for November and October 2023 meeting.</p>	<p>Committee elected to skip presenting of this item.</p>
<p>COMMITTEE COMMENTS</p>	<p>Busby commentary on General Fund subsidy, of Airport. Brief discussion of public versus private benefit and cost structure of Airport.</p> <p>Painter commentary on general intangible benefit of Airport, suggested to read master plan for airport.</p>

	<p>Jacobi presented a summary of OAMA conference which took place in Newport. Saying Vanderbeck did a great job and was very proud of him.</p> <p>Discussed smart grants, and flight schools multi modal charging stations, discussion of utilizing electric airplanes in the future.</p> <p>Jacobi advised City has hired a grant writer who is full time now.</p> <p>Jacobi referenced a discussion at OAMA regarding a need for more aviation workers.</p> <p>Group wanted to have discussion about partnership with School District regarding aviation maintenance training.</p> <p>Bertuleit referenced it would be good to have a summer event to have a seafood or other food cart at Airport, and folks to do a fly in event. Chamber luncheon at airport suggested. Suggested to have kids' event at airport with Coast Guard helicopter landing.</p> <p>Bertuleit referenced 3 members ending in December, Bertuleit, Busby and Watkins.</p> <p>Bertuleit advised he would be interested in reappointment.</p> <p>Busby reported he was interested in reappointment.</p> <p>It was noted, Watkins needed to be contacted and his interest confirmed.</p>
PUBLIC COMMENTS	None were heard.
ADJOURN	3:35 P.M.
AIRPORT COMMITTEE GOALS	<ol style="list-style-type: none"> 1. Pursue commercial and /or private for-hire airline service to facilitate regional travel to the Central Coast. 2. Explore commercial/industrial development of the Airport Operations Area, (AOA) property. 3. Expansion of water and sewer services to the airport. 4. Explore the possibility of constructing additional T-hangars. 5. Install solar panels at airport. 6. Develop a parking plan. 7. Partner with FEMA for emergency preparedness operations at the airport.

**City of Newport
Airport Committee Minutes
December 12, 2023**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT	Time End: 4:30 P.M.
Time Start: 2:02 P.M.	

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
Jeff Bertuleit	Lance Vanderbeck, Airport Director.
Susan Reese Painter	
Ralph Busby	
Dan McCrea - Zoom	
Jim Seavers - Zoom (joined later)	
Cynthia Jacobi, Council Liaison	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL	
Roll Call	<p>Vanderbeck conducted roll call.</p> <p>Painter called the meeting to order and asked for a moment to honor late member Jim Shaw's 89th birthday.</p>
APPROVAL OF THE MINUTES	<p>MOTION was made by Painter, seconded by McCrea to approve the minutes after final grammar editing. MOTION Carried unanimously in a voice vote.</p>
DISCUSSION / ACTION ITEMS	
Approval of Goals for Fiscal Year 2024-2025	<p>Discussion ensued to further refine committee goals for fiscal year 24/25.</p> <p>MOTION was made by Painter, seconded by McCrea to approve the goals as amended. MOTION carried unanimously in a voice vote.</p> <ol style="list-style-type: none"> 1. Pursue commercial airline service to the coast. <ul style="list-style-type: none"> • By December 1, 2024 time establishing the cost of an air service to operate at Newport. • Form a local government and business participation group to support the goal of getting air service. Including reaching out to airlines to see what they may need form Newport. Group of support by July 1, 2024. 2. Develop a commercial lease for the Airport Operations Area (AOA). <ul style="list-style-type: none"> • Identify areas for businesses to build and/or operate on the airfield. • Identify requirements, work with community development, to determine aviation businesses

allowed and permit requirements in the AOA. Fire approval requirement for commercial business.

- Objective looking to assign a leasing agent once the other items are established by the end of Fiscal year 24/25.

3. Constructing additional T-hangars using FAA BIL grant funding.

- Objective to identify who will supply hangars.
- Proceed with site prep and contractor in current Fiscal Year 24/25.
- T-hangars to be constructed within 24 months.

4. To obtain grant funding for solar energy for airport by 2025. Unless feasibility study says otherwise.

5. Develop automobile parking plan.

- Identify where potential level 2 charging posts might be located.
- Identify grants to facilitate the installation of electrical power charging stations.
- Identify future parking area.
- All within a year, City initiated.

6. Partner with Federal, State, and Local agencies for emergency preparedness operations at airport.

- Identify parties, Federal, State, and Local.
- Responsibility and contact information.
- Update the Emergency Plan for the airport. By September 2024.
- Obtain funding from FEMA for large EOP building.

7. Identify the benefits airport provides to private and public. Airport is a benefit for the people of Newport. Rents and leases provide offset in operational cost for the city.

- General benefits of airport to local community.
- General benefits to leases, aviation users/business aspect.
- Breakdown of airport funding from city general fund and airport users.

8. Establish Information package about the airport.

- Develop brochure to hand to citizens about the benefit of the airport. By May 2024.
- Identify a public event at the airport.

9. Complete trail from Airport to SW 40th street.

- Work with Community Development identify property need, easements, and rights of ways.

City Manager Recruitment	Staff provided information on City Manager recruitment.
September 5, 2023 Council Work Session Report.	Committee members provided information on item. Discussion with staff proceeded. Frustrations on both sides were identified. Further conversation about staff report provided to City Council on landing fees was provided.
Fees for Fiscal Year 24-25	Committee consensus was not to increase any fees for Fiscal Year 24/25
OPERATIONS REPORT	
Operations report for December 2023 meeting.	Staff provided report information.
COMMITTEE COMMENTS	None were heard.
PUBLIC COMMENTS	None were heard.
ADJOURN	4:30 pm
AIRPORT COMMITTEE GOALS	<ol style="list-style-type: none"> 1. pursue commercial and /or private for-hire airline service to facilitate regional travel to the Central Coast. 2. Explore commercial/industrial development of the Airport Operations Area, (AOA) property. 3. Expansion of water and sewer services to the airport. 4. Explore the possibility of constructing additional T-hangars. 5. Install solar panels at airport. 6. Develop a parking plan. 7. Partner with FEMA for emergency preparedness operations at the airport.

**City of Newport
Draft Planning Commission Regular Session Minutes
December 11, 2023**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT	Time End: 7:51 P.M.
Time Start: 7:23 P.M.	

ATTENDANCE LOG/ROLLCALL

COMMISSIONER/ ADVISORY MEMBER	STAFF
Chair Bill Branigan (by video)	Derrick Tokos, Community Development Director
Commissioner Bob Berman	Sherrri Marineau, Community Development Dept.
Commissioner Jim Hanselman	
Commissioner Gary East	
Commissioner Braulio Escobar	
Commissioner John Updike	
Commissioner Marjorie Blom	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL	
a. Roll Call	None.
APPROVAL OF THE MINUTES	
a. Meeting minutes of Work Session Meeting on November 13, 2023	Motion by Commissioner Updike, seconded by Commissioner East to approve the work session meeting minutes of November 13, 2023 with minor corrections. Motion carried in a voice vote. Commissioner Blom abstained.
b. Meeting minutes of Regular Session Meeting on November 13, 2023	Motion by Commissioner Updike, seconded by Commissioner East to approve the regular session meeting minutes of November 13, 2023 with minor corrections. Motion carried in a voice vote. Commissioner Blom abstained.
CITIZEN/PUBLIC COMMENT	
None.	
PUBLIC HEARING	
File 1-Z-23: Land Use Amendments to Implement 2023 State of Oregon Legislative Mandates.	
a. PUBLIC HEARING OPEN	7:26 pm
b. STAFF REPORT - DERRICK TOKOS	Tokos presented the written staff report and reviewed code amendments to implement the 2023 State of Oregon legislative mandates.
c. PUBLIC COMMENT	None.
d. PUBLIC HEARING CLOSED	7:38 pm

<p>e. COMMISSION DECISION</p>	<p>Motion was made by Commissioner Escobar, seconded by Commissioner East, to forward a favorable recommendation to the City Council for the land use amendments to implement 2023 State of Oregon legislative mandates. Motion carried unanimously in a voice vote.</p>
<p>DIRECTOR COMMENTS</p>	<p>Tokos reported on the delay of the funding agreement with ODOT for the start of the City Center Project committee work; outreach for parking meters on the Bayfront; January 2024 City Council review of the redevelopment agreement for the South Beach property; and status of the Public Works Engineering Department staffing.</p>

Submitted by: _____

Sherry Marineau, Executive Assistant

**City of Newport
Draft Planning Commission Work Session Minutes
December 11, 2023**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL, 169 SW COAST HIGHWAY, NEWPORT	Time End: 7:19 P.M.
Time Start: 6:00 P.M.	

ATTENDANCE LOG/ROLLCALL

COMMISSIONER/ ADVISORY MEMBER	STAFF
Chair Bill Branigan (by video)	Derrick Tokos, Community Development Director
Commissioner Bob Berman	Sherri Marineau, Community Development Dept.
Commissioner Jim Hanselman	
Commissioner Gary East	
Commissioner Braulio Escobar	
Commissioner John Updike	
Commissioner Marjorie Blom	
Citizen Advisory Member Dustin Capri	
Citizen Advisory Member Greg Sutton (absent)	

AGENDA ITEM	ACTIONS
WORK SESSION MEETING	
CALL TO ORDER AND ROLL CALL	
a. Roll Call	None.
DRAFT AMENDMENTS TO FACILITATE NEEDED HOUSING (AN HPS RECOMMENDATION).	
a. Staff report	Mr. Tokos provided an overview of the draft code amendments to NMC Chapter 14, Facilitating Construction of Needed Housing.
b. Discussion on amendments	Commission held discussions on restrictions on shelters in residential areas; garage setbacks within underdeveloped rights-of-way; density limitations for building heights and roof pitch minimums; on-street parking credits; on-street parking credits for dwellings; changes to adjustments and variances in residential zones; approval standards for ministerial decisions for deviations up to 10%; and ministerial actions necessary to implement Title XIV of the Newport Municipal Code.
c. Commission feedback on amendments	Tokos received input from the Commission on edits to the document.
DISCUSS HOLTE HOMEBUYER INCENTIVE PROGRAM (IMPLEMENTING HPS).	Discussion deferred to the January 8, 2024 Planning Commission work session meeting.
CITY MANAGER RECRUITMENT.	None.

**PLANNING COMMISSION WORK PROGRAM
UPDATE.**

None.

Submitted by: _____

Sherry Marineau, Executive Assistant



**STAFF REPORT
CITY COUNCIL AGENDA ITEM**

Meeting Date: January 16, 2024

Title: Ratify the Mayor’s Appointment of James Seavers to the Airport Committee for a Term Expiring December 31, 2025

Prepared by: Erik Glover, Assistant City Manager/City Recorder

Recommended Motion: I recommend, as part of the Consent Calendar, that the City Council ratify the Mayor’s appointment of James Seavers to the Airport Committee for a term expiring December 31, 2025.

Background Information:

During the annual appointment process, the reappointment of James Seavers was overlooked in the preparation of the report on the bulk Council appointment to committees.

Fiscal Notes: None

Alternatives: Reject the Mayor’s appointment, or as suggested by the City Council.

Attachments:



STAFF REPORT
CITY COUNCIL AGENDA ITEM

Meeting Date: January 16, 2024

Title: Ratify the Mayor's Appointment of Dietmar Goebel and Cynthia Jacobi to the Audit Committee for a Term Expiring December 31, 2025

Prepared by: Erik Glover, Assistant City Manager/City Recorder

Recommended Motion: I recommend, as part of the Consent Calendar, that the City Council ratify the Mayor's appointment of Dietmar Goebel and Cynthia Jacobi to the Audit Committee for a term expiring December 31, 2025.

Background Information:

During the annual appointment process, the reappointment of Dietmar Goebel and Cynthia Jacobi was overlooked in the preparation of the report on the bulk Council appointment to committees.

Fiscal Notes: None

Alternatives: Reject the Mayor's appointment, or as suggested by the City Council.

Attachments:

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: January 16, 2024

Agenda Item:

Public Hearing and Potential Adoption of Ordinance No. 2218, an Ordinance Banning the Sale or Use of Fireworks in the City of Newport.

Background:

On January 2, the City Council held a public hearing on an ordinance which would prohibit the sale and use of fireworks within the City of Newport. The Council heard from several retailers of legal fireworks and one citizen who all expressed opposition to banning legal fireworks within the City of Newport. The Council received a written comment support of the ban. In January 2022, the City Council passed Ordinance No. 2190 which allowed the City Council to determine by resolution, in any given year, a restriction on the use of all fireworks. That created some confusion and conflicts in 2023 since we were allowing the legal sale of fireworks at the same time as Council prohibiting their use. Following the 2023 Fourth of July weekend, due to fire dangers. Council had several discussions on moving forward with further restrictions on the sale and use of fireworks. If Council is going to make a change in regulations, it is important to act soon in order to address the permits that will be coming in for review for allowing fireworks sales to occur in the City of Newport in the 2024 summer season.

On January 3, the Lincoln County Board of Commissioners approved Ordinance No. 532 which prohibits the possession and/or use of consumer fireworks within the unincorporated limits of Lincoln County. In addition, it prohibits the sale of consumer fireworks within the unincorporated limits of Lincoln County. The primary difference between the County ordinance and the proposed City ordinance is that the City is not proposing to restrict possession of consumer fireworks. At the January 2 Council meeting, Council directed staff to finalize an ordinance prohibiting the sale and use of fireworks and schedule a public hearing and potential adoption of that ordinance for the Council meeting to be held on Tuesday, January 16, 2024.

Recommendation:

I recommend that the Mayor conduct a public hearing on Ordinance No. 2218, an ordinance amending section 8.20.020 of the Newport Municipal Code related to fireworks, prohibiting the sale and use of consumer fireworks within the city limits of Newport.

The Mayor will then ask for a voice vote on whether to adopt the ordinance. If the motion passes, the City Recorder will read the ordinance by title only.

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

I further recommend after considering any comments made at the public hearing, that the Newport City Council consider the following motion:

I move to place for final passage and read by title only Ordinance No. 2218, an ordinance amending section 8.20.020 of the Newport Municipal Code related to fireworks, prohibiting the sale and use of consumer fireworks within the city limits of Newport.

Fiscal Effects:

None.

Alternatives:

Do not approve the motion, refer back to City administration for further refinement, or as suggested by City Council. Section 16 - Ordinance Adoption of the City Charter provides that *“at the request of any Council member, the roll call vote shall be at a separate Council meeting. Any amendments from the printed version circulated at the Council meeting shall be read in full at the time of the reading of the ordinance by title, unless Council by unanimous vote waives reading of the amendments.”*

Respectfully submitted,



Spencer Nebel
City Manager



Agenda Item # 6E

Meeting Date 1-16-24

CITY COUNCIL AGENDA ITEM SUMMARY
City Of Newport, Oregon

Issue/Agenda Title Ordinance banning sale or use of Fireworks
Prepared By: RMM Dept Head Approval: RM City Mgr Approval: _____

Issue Before the Council:

SHOULD THE COUNCIL, AFTER A PUBLIC HEARING, ADOPT ORDINANCE XXX, AN ORDINANCE AMENDING NMC 8.20.020 ON FIREWORKS RESTRICTIONS?

Staff Recommendation:

STAFF RECOMMENDS HOLDING A PUBLIC HEARING THE PROPOSED ORDINANCE AND POSSIBLE ADOPTION.

Proposed Motion:

I move to adopt Ordinance Number XXXX, an ordinance amending NMC 8.20.020 restricting the use and sale of fireworks in the City of Newport.

Key Facts and Information Summary:

On January 3, 2022 the City Council passed Ordinance 2190. This ordinance created Newport Municipal Code (NMC) 8.20.020 which authorized the City Council to restrict the use of consumer fireworks on a year by year basis “for a specified duration based on certain weather or weather-related conditions.”

Earlier this year, the Council indicated a desire to revisit the ordinance and consider broadening the restrictions set forth in NMC 8.20.020. In revisiting this ordinance, the Council has two main things to consider. First, whether to regulate fireworks year-round or only during times of high fire danger. Second, whether to ban sales along with use. While regulating only during certain conditions is appealing, and gives greater flexibility, there is a problem with doing it this way. Retail sales Firework permits are processed by OSFM in February through April of each year. Typically, we do not know what fire conditions are going to be on July 4th till late till mid to late June. There would be understandable frustration from applicants who have obtained a permit, and ordered their product, only to be told later they cannot sell it. Remember some of the organizations who sell fireworks in our community are non-profit and do this as a fundraiser. With current NMC language we have to inform applicants of the potential of

not being able to sell if Council, through resolution, bans fireworks for the season. Staff has done this by sending a letter to the permit holders in January.

At the November 6th Regular Council meeting, Council indicated they wanted to view a draft ordinance that would prohibit sales and use of retail fireworks. A draft ordinance has been attached.

The Lincoln County Board of Commissioners, is currently considering an ordinance prohibiting the sales and use of fireworks in all unincorporated areas of Lincoln County. This draft ordinance (#532) had its first reading at a Board of Commissioners Meeting in late December of 2023. The second reading was on January 3, 2024. At the time of this report I do not have the results of that meeting. I have included their draft ordinance along with a chart showing the cities in Lincoln County and whether they have any restrictions on fireworks.

Other Alternatives Considered:

The Council could keep the current Ordinance as written. The Council could also choose to restrict only sales or use year-round. The Council could also restrict both sales and use but keep the provision “for a specified duration based on certain weather or weather related conditions”.

City Council Goals:

Attachment List:

Draft Ordinance
Ordinance 8.20.020
Draft Lincoln County Ordinance 532
Fireworks Sales and Use by City in Lincoln County

Fiscal Notes:

There are no financial impacts to the City with this ordinance.

Fireworks Sale & Use – by Jurisdiction – 12.22.23

Jurisdiction	Ordinance	Sales	Use
Unincorporated Lincoln County	#532 (First reading 12.20.22)	Sales, *possession, & use prohibited	Sales, possession, & use prohibited
* “Lincoln County may confiscate, destroy, remove, or have removed at the owner’s expense all fireworks in violation of this section, when necessary for the preservation of public safety.”			
Lincoln City	#2022-21*	Sales permanently prohibited	Use permanently prohibited on public property
* Ordinance #2022-21 “Considering all of the above, the Lincoln City Council finds that the prohibiting the use and sale of fireworks has benefits to the community, including through less risk of fire in an increasingly dry environment, and less disruption to humans and animals. The Council also finds that allowing for permitted public displays can serve to recognize and continue the traditions associated with fireworks, especially around holidays such as the Fourth of July. The Council finds that, on balance, this approach is the best way to reconcile both the current concerns and the historical traditions around fireworks.			
Depoe Bay	#331-21	Allowed	permanently prohibited*
*” <i>The city acknowledges that the use of consumer fireworks during particular weather or weather-related conditions can increase the risk of wildfire and potentially create traumatizing and harmful situations for children, adults, and animals.</i>			
Newport	#2190	Allowed	Resolution required to prohibit – *weather related events
* <i>Resolution #3981 – “Forecasts for moisture and temperature levels for the 2023 summer season are extreme heat and dry conditions; dangerous conditions for the use of fireworks; and significant likelihood of fire damage from the use of fireworks.”</i>			
Toledo	No ordinance	Allowed	Allowed
Siletz	No ordinance	Allowed	Allowed
Waldport	#781	Allowed	No public property – resolution for private
Yachats*	No ordinance	Allowed	Allowed
#185 (1996) – Prohibits wholesale/manufacturing of fireworks			

BEFORE THE BOARD OF COMMISSIONERS
FOR LINCOLN COUNTY, OREGON
ORDINANCE # 532

1
2 **Amendments relating to FIREWORKS in unincorporated Lincoln County and declaring an**
3 **emergency.**
4

5
6 The Lincoln County Board of Commissioners ordains as follows:
7

8
9 **SECTION 1.**

10 Section 2 of this Ordinance are added to and made a part of LCC Chapter 2, as indicated.

11 **SECTION 2.**

12 **FIREWORKS**

13
14 2.6000 Purpose

15 (1) LCC 2.6000 through 2.6010 shall be known as the “Lincoln County Fireworks
16 Ordinance,” and is adopted pursuant to the authority provided the county in ORS chapter 480
17 and ORS 203.035.

18 (2) The purpose of the Lincoln County Fireworks Ordinance is to:

19 Establish a procedure for prohibiting the possession, sale and/or use of consumer fireworks
20 to ensure the safety of the public from the danger of fire hazards.
21

22 2.6005 Definitions

23 (1) The words and phrases in LCC 2.6000 to 2.6010 shall have the meaning provided in
24 ORS chapter 480.
25

26 2.6010 Fireworks Prohibition

27 (1) The possession and/or use of consumer fireworks, as defined at ORS 480.111
28 (Definitions for ORS 480.111 to 480.165), which shall include using, discharging, or exploding
29 consumer fireworks, is prohibited within the unincorporated limits of Lincoln County.

30 (2) The sale of consumer fireworks, as authorized by ORS 480.160, is prohibited within
31 the unincorporated limits of Lincoln County.

32 (3) Subsection 1 or 2 does not apply to a fireworks display that is issued a public display
33 permit under ORS 480.130 to 480.150.

PAGE 1 - ORDINANCE # 352

1 (4) Lincoln County may confiscate, destroy, remove, or have removed at the owner's
2 expense all fireworks in violation of this section, when necessary for the preservation of public
3 safety.

4
5 2.6015 Penalties

6 (1) Violation of any provision of LCC 2.6000 to 2.6010 is punishable pursuant to LCC
7 Chapter 10.

8
9 **SECTION 3.**

10
11 This Ordinance being necessary for the immediate preservation of the public peace,
12 health and safety, an emergency is declared to exist and this Ordinance shall take effect
13 upon its passage.

14
15
16
17
18
Dated this 3rd day of January, 2024.

Casey Miller, Chair

Claire Hall, Commissioner

Kaety Jacobson, Commissioner

ATTESTED TO:

APPROVED AS TO FORM:

Kathleen Kellay, Recorder

Kristin H. Yuille, County Counsel

PAGE 2 - ORDINANCE # 352

Office of Lincoln County Legal Counsel
225 West Olive Street, Room 110
Newport, Oregon 97365
(541) 265-4108

CITY OF NEWPORT

ORDINANCE NO. ~~2190~~ 2218

AN ORDINANCE AMENDING ~~CHAPTER~~SECTION 8.20.020
OF THE NEWPORT MUNICIPAL CODE ADDING
NEW SECTION 8.20.020 RELATED TO FIREWORKS

WHEREAS, the City of Newport is committed to protecting life and property from the dangers of wildfire; and

WHEREAS, the City ~~has~~ determined the use of consumer fireworks during certain weather or weather-related conditions can increase the risk of wildfire, and adopted Ordinance No. 2190 on January 3, 2022, adding a new section 8.20.020 to the Newport Municipal Code related to fireworks; and

WHEREAS, the City has determined prohibiting both the use and sale of consumer fireworks year-round would further reduce the risk of wildfire.

THE CITY OF NEWPORT ORDAINS AS FOLLOWS:

Section 1. The above findings are adopted in support of adding new ~~amending~~ Section 8.20.020 ~~to Chapter 8.20 (Offenses)~~ of the Newport Municipal Code.

Section 2. Section 8.20.020 ~~will read~~ is amended as ~~follows~~ set forth below (deleted language shown in strikethrough and language to be added is depicted with underline):

8.20.020 FIREWORKS

A. ~~By resolution of the City Council, the~~ use and sale of consumer fireworks, as defined at ORS 480.111 (Definitions for ORS 480.111 to 480.165), which shall include using, discharging, ~~or~~ exploding, or selling consumer fireworks, ~~may be~~ is prohibited within the city limits of Newport ~~for a specified duration based on certain weather or weather-related conditions.~~

B. Subsection A. does not apply to a fireworks display that is issued a public display permit under ORS 480.130 to 480.150.

Section 3. This ordinance shall take effect 30 days from the date of adoption by the City Council.

~~Date a~~ Adopted by the Newport City Council: on _____, 20224.

Signed by the Mayor on _____, 20224.

~~Dean H. Sawyer~~ Jan Kaplan, Mayor

ATTEST:

~~Margaret M. Hawker~~ Erik Glover, City Recorder

CITY OF NEWPORT

ORDINANCE NO. 2218

AN ORDINANCE AMENDING SECTION 8.20.020 OF THE
NEWPORT MUNICIPAL CODE RELATED TO FIREWORKS

WHEREAS, the City of Newport is committed to protecting life and property from the dangers of wildfire; and

WHEREAS, the City determined the use of consumer fireworks during certain weather or weather-related conditions can increase the risk of wildfire, and adopted Ordinance No. 2190 on January 3, 2022, adding a new section 8.20.020 to the Newport Municipal Code related to fireworks; and

WHEREAS, the City has determined prohibiting both the use and sale of consumer fireworks year-round would further reduce the risk of wildfire.

THE CITY OF NEWPORT ORDAINS AS FOLLOWS:

Section 1. The above findings are adopted in support of amending Section 8.20.020 of the Newport Municipal Code.

Section 2. Section 8.20.020 is amended as set forth below (deleted language shown in ~~strikethrough~~ and language to be added is depicted with underline):

8.20.020 FIREWORKS

A. ~~By resolution of the City Council, the use and sale of consumer fireworks, as defined at ORS 480.111 (Definitions for ORS 480.111 to 480.165), which shall include using, discharging, or exploding, or selling consumer fireworks, may be is prohibited within the city limits of Newport for a specified duration based on certain weather or weather-related conditions.~~ The use and sale of consumer fireworks, as defined at ORS 480.111 (Definitions for ORS 480.111 to 480.165), which shall include using, discharging, or exploding, or selling consumer fireworks, may be is prohibited within the city limits of Newport for a specified duration based on certain weather or weather-related conditions.

B. Subsection A. does not apply to a fireworks display that is issued a public display permit under ORS 480.130 to 480.150.

Section 3. This ordinance shall take effect 30 days from the date of adoption by the City Council.

Adopted by the Newport City Council on _____, 2024.

Signed by the Mayor on _____, 2024.

Jan Kaplan, Mayor

ATTEST:

Erik Glover, City Recorder

Mayor and City Council,

Taking away the sales of Oregon Legal fireworks will not eliminate or stem your problem of illegal fireworks and fires, but in fact make it worse. The majority of incidents occurring in Newport occur from fireworks that are already illegal in the state. The fireworks sold in Oregon do not go in the air, have loud booms, or cause fires. Banning a safe alternative will force patriotic celebrators to seek out more illegal fireworks. Several municipalities in our region have banned Oregon safe fireworks only to regret the ban. In Eugene, OR “in the first year of the ban, the city of Eugene saw a measurable increase in fires from previous years. Conversely, the city of Springfield, (which doesn’t have a ban) did not see an increase in the fires over the 4th of July. Therefore, the ban of fireworks did not demonstrate a decrease in potential fire activity.” The city of Bend, Oregon which banned fireworks two years ago has seen a 10 fold increase in calls about illegal fireworks since the Oregon legal option was eliminated. The city of Portland, Oregon had more fires due to fireworks this past year than any other year that Oregon legal fireworks were legal. The banning of fireworks drives customers to purchase illegal items.

I am willing to help the city with ideas of how to limit illegal fireworks and promote the use of Oregon legal fireworks. TNT FIREWORKS has worked with many municipalities in Oregon to determine thresholds for drought or safe use of fireworks as well as educating the consumers on safe use of legal fireworks. The city of Newport is a destination for the 4th of July much like every other city on the coast. The biggest issue is enforcement. Education is the key. Banning Oregon safe fireworks gives no legal alternative to people that want to celebrate the freedom that the 4th of July stands for as well as just driving them to the next municipality for purchase. If the city believes that conditions are too dry, the ability to ban the use is already in the statutes. Please reconsider putting a law on the books in Newport that will do nothing to quell illegal fireworks and will only hurt people that want to celebrate safely. Please do not put a law on the books that cannot be enforced. Let’s try and work together before banning Oregon legal fireworks. Increase and fine people that are disobeying the law rather than punishing the legal safe use of celebrating what our nation is founded on, Freedom.

Finally, having a public hearing on an evening where travel is treacherous and prevents people from testifying in person seems disingenuous at the least even more so if public testimony cannot be submitted online. Knowing there will be opposition to the ban and no one has spoken out publicly at a meeting in favor of a ban is extremely concerning but seems as if eliminating freedom of people wanting to celebrate freedom safely is the goal.

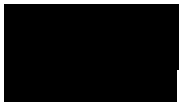
It ought to be commemorated, as the Day of Deliverance by solemn Acts of Devotion to God Almighty. It ought to be solemnized with Pomp and Parade, with Shews, Games, Sports, Guns, Bells, Bonfires and Illuminations from one End of this Continent to the other from this Time forward forever more. – **John Adams on how July 4th should be celebrated**

Jason Trout

Regional Manager

American Promotional Events Inc

dba TNT FIREWORKS



TNTFIREWORKS.COM



CELEBRATESAFELY.ORG

From: Kate Kelly <[REDACTED]>
Sent: Tuesday, January 16, 2024 1:59 PM
To: Public comment <publiccomment@newportoregon.gov>
Cc: Kate Kelly <[REDACTED]>
Subject: Fierework Ban

[WARNING] This message comes from an external organization. Be careful of embedded links.

The City Council is considering whether to follow the lead of the county in banning fireworks.

For consideration:

- 1) Who doesn't love the amazing, beautiful 4th of July displays almost everywhere?
- 2) We all deserve to feel safe and respected in our communities.

Some scenarios to consider in support of a ban

- 1) Imagine you are a new parent of a fussy infant that you are exhausted from caring for. Finally the baby goes to sleep...until there is a loud boom that wakes the infant up. You are ready to pull out your hair at the very least if not something more dramatic
- 2) Perhaps you or someone you know is a veteran with PTSD. The very sound of fireworks sends you heading for cover as you shake remembering the horrific circumstances of war
- 3) The Eagle Creek Fire in the Columbia Gorge is a huge example of carelessness with fireworks. It was started by a kid who thought it would be cool to toss one into the forest. 4800 burned acres, untold hours by responders and many \$\$\$ were the result of this careless act.
- 4) Then there are the multitude of pets that cower in fear after each boom. They just don't understand that they are not in danger. Try and convince them of that. Also many small children are traumatized by them.
- 5) Negative environmental impacts.
 - . They contribute to air pollution
 - . Folks leave trash everywhere
 - . They smell
 - . Their packaging enforces racial stereotypes
 - . Personal property damage
- 6) Physical and psychological injuries
There are reported incidents of folks losing fingers and even hands from handling fireworks. Is it really worth the risk?

These are reasons to ban them for sure. However there are some risk/benefit issues to address:

Will a ban spawn a black market of illegal fireworks that are more dangerous.?

How will a ban be enforced? There is already an Oregon law that fines those who use illegal fireworks and endanger physical and personal property.

How often is this enforced? Will the City have the resources to enforce this?

However, even considering those caveats, I support a ban following in the County footsteps. We all deserve to feel safe. And we can still enjoy the fabulous displays on the 4th with experienced handlers within a known time frame for folks to decide if they want to participate or not.

Thanks for your consideration

Kate Kelly



Newport, Or 97365

[WARNING] This message comes from an external organization. Be careful of embedded links.

City of Newport, OR :: Contact Us - Web Form

The following information was submitted on 1/16/2024 at 1:46:09 PM

To: Public Comment
Name: Lynn Walser-Clark
Email: [REDACTED]
Phone: [REDACTED]
Subject: Fireworks regulation

Message: Please read this into the City Council meeting minutes for tonight's meeting:

Comment on regulating fireworks in the City of Newport

I grew up in the Rocky Mountains of Montana. Rodeos and fireworks went hand-in-hand there in the 1950s. We put firecrackers inside tin cans and watched them shoot into the sky. We built roads for our Matchbox cars by "denotating" dynamite (firecrackers) in dirt "mountains" to clear the way. Hours every day were spent in our fun fantasy world around 4th of July each year. That was then. This is now.

The size and strength of fireworks and firecrackers has increased enormously since those early days. An M-80 firecracker has 3.5 grams of flash powder (which is more powerful than the old black powder firecrackers). It not only is louder; it is much more dangerous.

As an adult now, I'm very aware of the trauma and damage firecrackers and fireworks cause. My sister is a Viet Nam Air Force vet. She and many of our service members and veterans experience extreme PTSD from fireworks. Many of our animals become traumatized by these explosions and need to be medicated to reduce their extreme terror.

These are only part of the issues with fireworks and firecrackers. A further impact is to our environment and community. House fires and wildfires caused by these devices account for millions of dollars in damages each year. In 2021 alone, the National Fire Prevention association estimated damage to property alone exceeded \$59 million.

Newport's proposed regulation points our city in the right direction. However, I believe banning the sale and possession of fireworks is not enough without making it ILLEGAL to possess them. We are a vacation destination. Without making possession illegal, we'll just have tourists (and locals so inclined) purchase them out of the area, transport them to Newport, and continue the cycle of disruption. Such a statute, with appropriate penalties, is the only way to effectively enforce such a ban.



INFORMATION IN FAVOR OF A FIREWORKS BAN

It's sometimes hard to break with traditions. Sometimes we have to do the hard things in the interest of all. In the 1950's we ran around with sparklers and threw firecrackers at each other. Those firecrackers contained .13 grams of powder. Today's "Box fireworks" available to consumers contain 500 grams of powder. Exponentially more powerful. We also need to consider the density of the population has increased. More fireworks on the ground.

Environment: Extensive air pollution. Leaves particles of lead, dangerous toxins, chemicals, and smoke which remain in the air for days. They leave debris in our waterways, harmful to marine life.

jtechconst.com>Blog
earth.org
nationalgeographic.com//the-hidden-toll-of-july-fourth-fireworks

Harmful to children, disabled (esp. autistic), seniors, vets: The loud sounds, sudden flares, and unusual odors cause intense over stimulation or PTSD reactions that lasts for days. Asthmatics suffer.

ptsd.va.gov//trauma-reminders-fireworks
ameridisability.com//how-to-prepare-people-with-disabilities-for-independence-day-fireworks

Pets/animals: Pets suffer. Some owners sedate their pets. Domesticated pets often run away in fear and get lost. Field and wild animals are terrified.

humanesociety.org//fireworks-an-explosion-of-fear-for-animals
avma.org//july-4-safety

Alcohol & Fireworks: A hazardous combo fueled by lack of judgment. An inebriated person with a thousand gram's of powder is a danger to all.

nsc.org//leave-fireworks-to-the-experts
atf.gov//fireworks-safety

Fire Hazard: No discussion necessary. A primary reason to consider a ban

In summary ... the only argument for no ban on fireworks is "tradition." A perfectly valid argument when no harm is detected. But great harm to our environment, people, and animals by modern day fireworks has been thoroughly documented.

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: January 16, 2024

Agenda Item:

Public Hearing and Consideration of Changes to Chapter 4.15 Vehicles for Hire, to Incorporate Provisions for Temporary Taxi Drivers for the Seafood and Wine Festival.

Background:

In May of 2023, the City Council passed Ordinance 2201 which incorporated rideshare services for the City of Newport, and eliminated a number of previous requirements for taxi companies to operate in the City of Newport. The provisions for temporary taxis was removed with the thought that rideshare companies like Uber or Lyft would be operating in Newport by the time the 2024 Seafood and Wine Festival took place. At this point, Lyft has not applied for a business license to operate in the city. Uber's license is currently being processed. Assistant City Manager/City Recorder, Erik Glover, is contacting Uber to determine what the process would be for individuals to participate in rideshare services through Uber for this year's Seafood and Wine Festival. Because of the tight timetable, we are suggesting that the City Council permit provisions for temporary taxis for this upcoming event. We have received a number of concerns from people who have historically provided these services. As of this point, we are unsure of the feasibility of adequate services through Uber in time for the event.

Draft language has been developed which would permit provisions to be utilized by the City for these services. The temporary permits would require a police background check. As you may recall, our liability insurer recommended against relying on background checks conducted by the City for taxicab drivers. This provision was dropped from the Newport Municipal Code at the time the ordinance was approved. In this particular case, if temporary taxi drivers are going to be authorized, then there is no other good alternative than to have the people that are obtaining the temporary permits request a background check prior to the Police Department issuing a temporary permit for the Festival.

We are not recommending adoption of this ordinance tonight, but wanted to give the public an opportunity to comment on this matter and get direction from Council as to whether Council would like this ordinance ready for the February 5 City Council meeting for potential adoption. In this particular case, we would include an emergency provision so that the ordinance would take effect immediately in order to be effective for the 2024 Festival.

Recommendation:

I recommend that the Mayor conduct public hearing on changes to chapter 4.15 Vehicles for Hire that would provide temporary taxicab driver permits for the 2024 Seafood and Wine Festival which takes place February 22 through the February 25, 2024.

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

I move to direct the City Manager and City Attorney to draft an ordinance amending chapter 4.15 Vehicles for Hire to provide temporary taxicab driver permits through the Newport Police Department for the 2024 Seafood and Wine Festival .

Fiscal Effects:

None.

Alternatives:

Do not proceed with amending the ordinance which would require temporary taxi drivers to go through a transportation network companies such as Uber, modify the provisions regarding temporary taxicab drivers, or as suggested by the City Council.

Respectfully submitted,

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

Spencer Nebel
City Manager

CHAPTER 4.15 VEHICLES FOR HIRE

4.15.005 Purpose

The purpose of this chapter is to provide for and promote the safety and welfare of the general public by regulating vehicles for hire within the City of Newport, as authorized by ORS 221.485 and ORS 221.495. Nothing contained in this chapter is intended or shall be construed to create any liability on the part of the City or its employees for any injury or damage related to any provisions of this chapter, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this chapter on the part of the City or its employees.

4.15.010 Definitions

As used in this chapter:

- A. "City" means the City of Newport, Oregon.
- B. "Driver" means any individual natural person who operates a vehicle for hire within the City.
- C. "License" means the business license with endorsement issued by the City to a Taxi Company or TNC authorizing the company to engage in vehicle for hire services within the City.
- D. "Person" means and includes any individual natural person, partnership, corporation, unincorporated association, or other entity.
- E. "Taxi Company" means any person or entity operating one or more vehicles for hire, other than as a driver, regardless of the legal form of the entity and regardless of whether the taxis so operated are owned by the company, or leased, or owned by individual members of an entity. Taxi Companies do not include TNCs.
- F. "Transportation Network Company" or "TNC" means a company or other entity that exclusively uses an

Internet-enabled platform or application to connect passengers with vehicles for hire and/or TNC drivers.

G. "Vehicle for hire" means any vehicle used for the ground transportation of passengers for compensation within the City, including taxis and Transportation Network Company ("TNC") vehicles, as well as animal-drawn vehicles and vehicles powered by humans, including but not limited to vehicles such as pedicabs. The following motor vehicles are excluded from the definition of vehicle for hire and are exempt from this chapter:

1. School buses operated to transport students;
2. Vehicles used by nonprofit transportation providers solely for elderly or handicapped persons;
3. Vehicles used to provide courtesy transportation at no charge to and from parking lots, hotels, rental offices, retirement homes, and the like;
4. Vehicles used to provide Ambulance Service.

4.15.020 License, Application, and Fees

- A. The City may issue a License to a Taxi Company or TNC if the company certifies on a form acceptable to the City that it is in compliance with all requirements of this chapter, including but not limited to driver and insurance requirements, operating standards, and any other requirements of this chapter or the City, and actually meets all applicable standards and requirements.
- B. The City may include conditions, restrictions, or special provisions in the License related to routes, times of operation, or lighting if necessitated by the vehicles or operations of the Taxi Company or TNC. The City may waive or lessen the requirements of this chapter if the type of vehicles or operations of a Taxi Company or TNC render the requirements

unreasonable or unnecessary, in the sole discretion of the City.

- C. The License issued under this chapter is valid for one year, and will expire on June 30 of each calendar year, and may be renewed from year to year. Any renewal must be approved by the City prior to the expiration date in order for the Taxi Company or TNC to continue providing vehicle for hire services within the City.
- D. The application fee shall be based on the number of drivers operating for the Taxi Company or TNC at the time of the application, and shall be intended to account for the City's costs in administering the requirements of this chapter. The fee amounts shall be set by City Council resolution as part of the City's fee schedule.
- E. The application fee shall be paid to the City at the time of submitting both initial and renewal License applications.
- F. All Taxi Companies and TNCs must comply with the City's business registration requirements.

4.15.030 Driver Requirements

- A. All drivers shall be at least 21 years of age and shall possess a valid driver's license, proof of motor vehicle registration, and proof of current automobile liability insurance that meets the requirements of this chapter and state law.
- B. Every Taxi Company or TNC shall maintain accurate, current records for all drivers employed by, contracting with, or affiliated with the company, including all drivers accessing a company's digital network to operate in the City. The records shall include the driver's name, date of birth, address, social security number, criminal background check results, driver's license information, motor vehicle registration, and automobile insurance. These records will be made available to the City promptly on request.
- C. Prior to permitting a person to operate as a driver, and

annually thereafter, the Taxi Company or TNC shall conduct, or have a qualified third party conduct, a criminal background check. The criminal background check shall include a search of no less than seven years of database history, unless prohibited by law, in which case the duration of the search shall be the maximum number of years permitted by law. The criminal background check shall include local, state, and national criminal history databases and all accessible sex offender registries. Any person who is on a sex offender registry or has a record of a felony conviction within the previous seven years may not act as a driver. A record of a conviction of any of the following within the previous seven years will also disqualify a person from acting as a driver: crimes involving driving under the influence of alcohol or controlled substances, sexual offenses, or crimes involving physical harm or attempted physical harm to a person. The company or its agent shall maintain records of a criminal background check for a period of at least two years. For purposes of this section, the term "conviction" includes convictions, bail forfeitures, and other final adverse findings.

- D. A Taxi Company or TNC must revoke a driver's authority to operate as a driver for their company and inform the City if it finds at any time that the standards set forth in this section are no longer being met by the driver. The company shall only reinstate a driver upon a finding by the company that all standards are again being met by the driver.

4.15.040 Insurance Requirements

- A. For all required insurance, Taxi Companies and TNCs shall provide certificates of insurance naming the City, its officers, agents, and employees as additional insured parties and give at least 30 calendar days' notice to the City before a policy is canceled, expires, or has any reduction in coverage.
- B. Insurance requirements of this section shall be satisfied by insurance issued by a licensed insurer or an eligible surplus lines insurer in the State of Oregon.
- C. The insurance limits for both TNCs and Taxi

Companies are subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the permit's term, other statutory changes, or other changes deemed necessary by the City.

- D. The adequacy of insurance coverage is subject to the review and approval of the City.
- E. Every Taxi Company and TNC shall maintain continuous, uninterrupted coverage for the duration of the License and any operations in the City. Any lapse in insurance coverage, even if it is later backdated by the insurance company, is a violation of this chapter.
- F. Both Taxi Companies and TNCs shall secure and maintain commercial general liability insurance with limits of not less than \$1 million per occurrence and \$2 million aggregate for claims arising out of, but not limited to, bodily injury and property damage incurred in the course of operating in the City.
- G. Taxi Companies operating any motor vehicles shall secure and maintain commercial automobile liability insurance covering those vehicles, with a combined single limit of not less than \$1 million per occurrence for claims arising out of, but not limited to, bodily injury and property damage incurred in the course of operating in the City.
- H. TNC Service Periods Defined:
 - 1. Period 1: The TNC Driver has logged into the App or is otherwise connected to the TNC's digital network, but has not yet accepted a request for a ride from a passenger. For example, the App is open and the driver is waiting for a match.
 - 2. Period 2: A passenger match has been accepted, but the passenger is not yet picked up (for example, the driver is on the way to pick up the passenger).
 - 3. Period 3: The passenger is in the vehicle.

- I. Upon City request or as part of an application, TNCs shall provide proof of current, valid insurance for City approval covering all affiliated TNC Drivers and vehicles for hire operating for such company and satisfying the minimum requirements of Periods 1, 2, and 3.
- J. All TNCs shall maintain and provide the City with proof of the following automobile liability coverages:
 - 1. Primary insurance coverage during Period 1 with minimum liability limits of \$50,000 per person for death and injury, \$100,000 per incident for death and injury, and \$25,000 for property damage, plus any other state compulsory coverage.
 - 2. Primary insurance coverage during Periods 2 and 3 with minimum liability limits of \$1 million in combined single limit coverage for death, personal injury and property damage per incident; and \$1 million in combined single limit under/uninsured motorist coverage for death, personal injury and property damage per incident.
 - 3. The required automobile liability insurance shall specifically recognize the driver's provision of TNC and vehicle for hire services and shall comply with the laws of the State of Oregon and/or other applicable governing bodies.
- K. TNC drivers shall be responsible for maintaining all personal automobile liability insurance required by State law.

4.15.050 Operational Requirements

- A. TNCs shall maintain records of all trips made by all drivers for at least one year from the date of the trip. The data may be aggregated and/or anonymized, and shall include, at minimum, the locations by ZIP code of trip origination and destination, vehicle miles traveled, trip origination and completion times, trip duration, and passenger wait times from a driver's acceptance of a request to passenger pick-up. The City may require a TNC to enter a data sharing agreement in order to receive a License.

B. All vehicles operating for Taxi Companies shall be clearly marked as such and shall include the Taxi Company name, phone number, and a vehicle identification number in plain sight. Vehicles operated solely for TNC services shall be marked with a customary "trade dress" type of identification, such as a sticker or placard. The TNC's software application or website shall display for the passenger the make, model, and license plate number of the TNC vehicle.

DC. TNCs may not accept street hails, and may only accept rides arranged through a TNC's digital network.

ED. Taxi Companies and TNCs shall implement and maintain at all times a zero-tolerance policy on the use of drugs or alcohol applicable to all drivers employed by or affiliated with the company while providing vehicle for hire services. Companies shall provide notice of the zero-tolerance policy on their website and/or have it clearly displayed in each vehicle. The notice must include contact information to report a complaint about a driver for possible violation of policy. A company shall immediately suspend a driver upon receipt of a passenger complaint alleging a violation of the zero-tolerance policy, for at least the duration of the investigation of the complaint.

E. Taxi Companies and TNCs must provide reasonable accommodations to passengers with disabilities, including passengers accompanied by a service animal, passengers with hearing and visual impairments, and passengers with mobility devices, and must comply with all applicable requirements of the Americans with Disabilities Act.

4.15.060 Audit

A. The City may audit Taxi Company and TNC records up to twice per calendar year to review compliance with this chapter. An audit shall occur at a time and location designated by the City. In addition to an audit, the City may require a company to produce records related to an investigation of a specific allegation of a violation of this chapter or other applicable law, or to evaluate a complaint. Production

of records for an investigation or to evaluate a complaint does not count toward the twice-per-year auditing limit.

4.15.065 Temporary Taxicab Driver Permit

A. "Temporary Taxicab Driver Permit" means a permit issued to an operator for a special community event, such as the annual Seafood and Wine Festival. A temporary permit will be effective only for the special event for the particular year of the permit application from 12:01 A.M. on the first day of the event and ending at 11:59 P.M. the last day of the event.

B. It is unlawful for any person to operate a temporary taxicab within the City without a temporary taxicab driver permit issued by the Police Chief upon receipt of a completed permit application and in accordance with the applicable driver, insurance, and operational requirements of this chapter, as set forth and adopted by the City Manager pursuant to the administrative authority provided in section 4.15.080(B) of this chapter. A temporary taxicab driver permit may be issued only if the applicable requirements are adopted and in effect.

4.15.070 Revocation and Suspension

A. In addition to any other enforcement options provided by this chapter, the City may suspend, revoke, or refuse to issue a License if the Taxi Company or TNC has violated or not met any of the provisions of this chapter. A violation includes any failure to meet or maintain any of the requirements or qualifications set forth in this chapter, including the procedures and requirements for obtaining and maintaining a License, as well as the making of any materially false statement or representation. A decision by the City Manager to suspend, revoke, or refuse to issue a License may be appealed to the City Council as provided in NMC 4.05.075.

4.15.080 Violation - Enforcement

A. Violation of any provision of this chapter is a civil infraction and is subject to a civil penalty as provided in NMC 1.50.010.

B. The City has the administrative authority to implement and enforce this chapter, including adoption of rules, regulations, or policies. This provision shall not be construed to abrogate or limit the jurisdiction or authority of the Newport Police Department or any law enforcement agency.

(Chapter 4.15 adopted by Ordinance No. 1935 on September 4, 2007; effective October 4, 2007)

(Chapter 4.15 repealed and re-enacted by Ordinance No. 2058; adopted on January 20, 2015; effective February 19, 2015)

(Chapter 4.15 repealed and replaced by Ordinance No. 2201; adopted on May 01, 2023; effective July 01, 2023)

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: January 16, 2024

Agenda Item:

Public Hearing and Potential Adoption of Resolution No. 4007, a Resolution Establishing Fees for Payment in Lieu of Providing Off-Street Parking Spaces for New Developments in Metered Areas.

Background:

City Council adopted Ordinance No. 2215 on October 16, 2023, to reduce the minimum off-street parking requirements for new development or redevelopment in special parking areas where public parking is managed with meters or combination of meters and permits. There are three special parking areas in the city which include Nye Beach, City Center, and the Bayfront. These are locations where businesses and residents rely upon public parking to meet their needs. The Code provision provides that off-street parking requirements for new development or redevelopment are reduced in areas where public parking is managed with meters or a combination of parking meters and permits. At this point, the only area that meets these criteria is the Bayfront.

A fee schedule has been developed and reviewed by both the Parking Committee and the Planning Commission for development in special areas where parking meters are utilized, a development may pay a one-time fee in lieu of providing off-street parking required in an NMC chapter 14.14, if the development elects not to develop parking. They would pay a fee of zero dollars for required parking spaces 1 to 5. If the development was required to provide 6 to 10 spaces, then those spaces would require payment of \$5,000, if the developer chose not to provide those spaces. The scale goes up to \$7,500 a space for 11 to 15 spaces, and \$10,000 a space for 16 through 20 spaces.

For example, if a development required the creation of 20 spaces, the developer could opt to pay the in-lieu fees instead of developing parking spaces, which would amount to the following:

Additional Demand	The Fee	The Cost
1-5 spaces	\$0	\$0
6-10 spaces	\$5,000 each space	\$25,000
11-15 spaces	\$7,500 each space	\$37,500
16-20 spaces	\$10,000 each space	\$50,000
TOTAL	Cost for 20 spaces	\$112,500

Recommendation:

I recommend that the Mayor conduct a public hearing on Resolution No. 4007, a resolution setting fees for payment in lieu of providing off-street parking spaces with new development in metered areas.

Following the public hearing, and considering any comments made, I recommend the following motion:

I move to adopt Resolution No. 4007, a resolution setting fees for payment in lieu of providing off-street parking spaces with new development in metered areas.

Fiscal Effects:

The fees collected by developers opting not to develop parking spaces in community areas will be used by the City's Parking Fund to support parking enforcement and to improve parking options in special areas.

Alternatives:

Modify the resolution or as suggested by the City Council.

Respectfully submitted,



Spencer Nebel
City Manager



**STAFF REPORT
CITY COUNCIL AGENDA ITEM**

Date: January 16, 2024

Title: Public Hearing and Possible Adoption of Resolution No. 4007, a Resolution Establishing Fees for Payment in Lieu of Providing Off-Street Parking Spaces for Development in Metered Areas

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

Recommended Motion: I move adoption of Resolution No. 4007, a resolution establishing fees for payment in lieu of providing off-street parking spaces for development in metered areas.

Background Information: Ordinance No. 2215, adopted October 16, 2023, amended Title XIV of the Newport Municipal Code to reduce minimum off-street parking requirements for new development or redevelopment in special parking areas where public parking is managed with meters or a combination of parking meters and permits.

The term “special areas” includes portions of Nye Beach, City Center, and the Bayfront where businesses and residents rely upon public parking to meet their needs. The geographic boundary of each “special area” is defined under NMC Section 14.14.100. Ordinance No. 2215 provides that uses in special areas where parking meters are deployed may pay a fee in lieu of providing the off-street parking otherwise required, provided the parking demand does not exceed 20 spaces, with such fee being set by Council resolution. A sample fee structure has been vetted with the City of Newport Parking Advisory Committee and Planning Commission and was included with the supporting materials for Ordinance No. 2215. Meters will be installed within the bayfront special area on or after January 20, 2024, creating conditions where an in lieu fee option will exist for persons developing property; therefore, it is timely for the fee structure to be established.

Revenue generated by payment of in lieu parking fees will be directed to the City’s Parking Fund where it may be used to support parking enforcement and to improve public parking options in special areas. New Section 14.14.100(D) established with Ordinance No. 2215 provides that “parking district business license annual fees” will phase out in special areas where payment for the use of public parking is required. This means that bayfront businesses will no longer be paying an annual business license surcharge for parking. With that surcharge, businesses that redeveloped or expanded could generate a demand for up to 5 additional parking spaces without having to provide them off-street. That same principal is built into the proposed in-lieu fee structure.

Fiscal Notes: There are no fiscal impacts associated with this amendment.

Alternatives: Request revisions to the resolution, forgo adoption of the resolution, or as suggested by Council.

Attachments:

Draft Resolution No. 4007
Ordinance No. 2215
Special Area Map

CITY OF NEWPORT

RESOLUTION NO. 4007

**A RESOLUTION SETTING FEES FOR PAYMENT
IN LIEU OF PROVIDING OFF-STREET PARKING SPACES
WITH NEW DEVELOPMENT IN METERED AREAS**

WHEREAS, on October 16, 2023, the Newport City Council adopted Ordinance No. 2215, which amended Title XIV of the Newport Municipal Code to reduce minimum off-street parking requirements for new development in special areas where public parking is managed with meters or a combination of parking meters and permits; and

WHEREAS, the term “special areas” includes portions of Nye Beach, City Center, and the Bayfront where businesses and residents rely upon public parking to meet their needs, the geographic boundaries of which are defined in NMC Section 14.14.100; and

WHEREAS, Ordinance No. 2215 provides that uses in special areas where parking meters are deployed may pay a fee in lieu of providing the off-street parking otherwise required, provided the parking demand does not exceed 20 spaces, with such fee being set by Council resolution; and

WHEREAS, a sample fee structure has been vetted with the City of Newport Parking Advisory Committee and Planning Commission and was included with the supporting materials for Ordinance No. 2215; and

WHEREAS, meters will be installed within the bayfront special area in February of 2024, creating conditions where an in lieu fee option will exist for persons developing property; therefore, it is timely for an in lieu fee structure to be established with this resolution; and

WHEREAS, revenues generated by payment of in lieu parking fees will be directed to the City’s Parking Fund where they may be used to support parking enforcement and to improve public parking options in special areas.

THE CITY OF NEWPORT RESOLVES AS FOLLOWS:

Section 1. In Lieu Fees. New development in special areas where public parking meters are utilized, in all or part of the special area, may pay a one-time fee in lieu of providing off-street parking required in NMC Chapter 14.14. Such fee shall be assessed on a per stall basis as follows:

<u>Additional Demand</u>	<u>Fee</u>
1 to 5 spaces	\$0 ea.
6 to 10 spaces	\$5,000 ea.
11 to 15 spaces	\$7,500 ea.
16 to 20 spaces	\$10,000 ea.

Section 2. Periodic Fee Adjustments. The fees set forth herein are to be evaluated and may be adjusted on an annual basis. Inflationary adjustments to the fees shall be made at least once every five years using the Bureau of Labor Statistics Consumer Price Index for Urban Consumers (CPI-U).

Adopted by the City Council of the City of Newport this 29th day of January, 2024.

Jan Kaplan, Mayor

ATTEST:

Erik Glover, City Recorder

DRAFT

CITY OF NEWPORT

ORDINANCE NO. 2215

AN ORDINANCE AMENDING CHAPTER 14.14 OF THE
NEWPORT MUNICIPAL CODE RELATED TO OFF-STREET PARKING
REQUIREMENTS FOR NEW DEVELOPMENT AND REDEVELOPMENT
IN SPECIAL PARKING AREAS

(Newport File No. 3-Z-22)

Findings:

1. On August 14, 2023, the Newport Planning Commission initiated amendments to the Newport Zoning Ordinance, codified as Title XIV of the Newport Municipal Code, to reduce minimum off-street parking requirements for new development or redevelopment in special parking areas where public parking is managed with meters or a combination of parking meters and permits.

2. The amendments carry out implementation measures listed in the parking study the City Council adopted in 2020 with Ordinance No. 2163, which reads as follows:

“Implementation Measure 1.3.1: Pursue metered zones, hybrid paid/permit, and hybrid permit/timed zones for high demand areas along the Bayfront; and”

“Implementation Measure 3.2.3: Reduce or eliminate minimum off-street parking requirements for new development or redevelopment in metered and meter/permit zones.”

3. The City is rolling out a meter and a combination meter and paid parking permit program for the Bayfront, with full implementation anticipated by the end of the year. At that time, the City will shift to demand management, using pricing to influence parking behavior in order to realize better vehicle turnover, reducing congestion and improving safety. In exchange, the City has agreed to reduce or eliminate off-street parking requirements for new development and redevelopment in these high demand areas. Existing off-street parking requirements have been an impediment to economic growth because it is not practical (or in some cases even possible) to construct off-street parking because of terrain constraints.

4. The draft amendments were developed in consultation with the Parking Advisory Committee at its May 17, 2023 and August 16, 2023 meetings, the Planning Commission at work sessions on May 22, 2023 and August 14, 2023, and the City Council at a work session on June 20, 2023. Proposed substantive changes are more specifically described below:

a. Newport Municipal Code (NMC) Section 14.14.100, Special Parking Areas, applies to Nye Beach, City Center, and the Bayfront. It is being amended to include a new subsection 14.14.100(B), which provides that uses within a special area where meters are utilized, in all or part of the special area, may pay a one-time fee in lieu of providing the off-street parking that would otherwise be required, provided the parking demand does not exceed 20 spaces. Such fee shall be in an amount established by Council resolution. Uses with a parking demand in excess of 20 spaces must provide off-street parking sufficient to accommodate the excess demand. Parking ratios in subsection 14.14.030 or a parking demand analysis authorized under subsection 14.14.040 are to be used to determine a use(s) parking demand.

b. A new subsection 14.14.100(C) is created, establishing that existing uses that provide off-street parking in order to comply with the provisions of this section, or prior parking ordinances, shall not be required to retain such parking if they are located within a special area where public parking meters are utilized, in all or part of the special area. This amendment addresses an equity concern where, over the years, some Bayfront users were required to provide off-street parking on valuable real estate whereas others were not. Large users, that generate a demand for more than 20 parking spaces, will not be able to take full advantage of this provision because NMC 14.14.100(B) requires they provide off-street parking.

c. A new subsection 14.14.100(D) provides that uses within a special area shall be subject to a "Parking District Business License Annual Fee" in an amount set by Council resolution, unless the City requires payment for the use of public parking in all or part of the special area. This codifies the fee authorized with Council Resolution No. 3864. Once this language is in place, and metering is operational, then the Bayfront will no longer be subject to a Parking District Business License Annual Fee. Similarly, if Nye Beach implements a paid parking permit program at some point in the future, then it would also no longer be subject to a parking district business license fee.

d. Lastly, NMC Section 14.14.030, which states "for reconstruction or change of type of use, credit be given to the old use so that the required parking shall be based on the increase of the new use," is being amended to clarify that "old use" is any use or structure on a property within the last 10 years. This aligns with the period of time an individual can claim System Development Charge credits for a prior use (NMC 12.15.065).

5. The Newport Planning Commission held a public hearing on September 25, 2023 to consider public testimony and comment on the draft amendments and, at the conclusion of the hearing, passed a motion recommending the City Council adopt the amendments.

6. The City Council held a public hearing on October 16, 2023 regarding the question of the proposed amendments, and, after considering the recommendation of the Planning

Commission and evidence and argument in the record, adopted the ordinance, concluding that it is necessary and furthers the general welfare of the community.

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

THE CITY OF NEWPORT ORDAINS AS FOLLOWS:

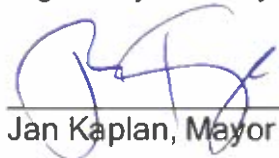
Section 1. Findings. The findings set forth above are hereby adopted in support of the amendments to Title XIV of the Newport Municipal Code adopted by Section 2 of this Ordinance.

Section 2. Municipal Code Amendment. Chapter 14.14 of Title XIV of the Newport Municipal Code is hereby amended as set forth in Exhibit "A".

Section 3. Effective Date. This ordinance shall take effect 30 days after adoption.

Adopted by the Newport City Council on: October 16, 2023

Signed by the Mayor on 10-17-, 2023.



Jan Kaplan, Mayor

ATTEST:



Erik Glover, Asst. City Manager/City Recorder

(Unless otherwise specified, new language is shown in double underline, and text to be removed is depicted with ~~strikethrough~~. Staff comments, in *italics*, are for context and are not a part of the revisions.)

CHAPTER 14.14 PARKING AND LOADING REQUIREMENTS

14.14.010 Purpose

The purpose of this section is to establish off-street parking and loading requirements, access standards, development standards for off-street parking lots, and to formulate special parking areas for specific areas of the City of Newport. It is also the purpose of this section to implement the Comprehensive Plan, enhance property values, and preserve the health, safety, and welfare of citizens of the City of Newport.

14.14.020 Definitions

For purposes of this section, the following definitions shall apply:

Access. The point of ingress and egress from a public street to an off-street parking lot or loading and unloading area.

Aisle. Lanes providing access to a parking space.

Gross Floor Area. The total area of a building measured by taking the outside dimensions of the building at each floor level intended for occupancy or storage.

Loading Space. A parking space for the loading and unloading of vehicles over 30 feet in length.

Parking Space. An area for the parking of a vehicle.

Site Plan. A map showing the layout of the building, parking, landscaping, setbacks, and any other pertinent information concerning the development of a site.

Use. Any new building, change of occupancy, or addition to an existing building.

14.14.030 Number of Parking Spaces Required

- A. Off-street parking shall be provided and maintained as set forth in this section. Such off-street parking spaces shall be provided prior to issuance of a final building inspection, certificate of occupancy for a building, or occupancy, whichever occurs first.
- B. For any expansion, reconstruction, or change of use, the entire development shall satisfy the requirements of [Section 14.14.050](#), Accessible Parking. Otherwise, for building expansions the additional required parking and access improvements shall be based on the expansion only and for reconstruction or change of type of use, credit shall be given to the old use so that the required parking shall be based on the increase of the new use. For the purpose of this section "old use" is any use or structure on a property within the last 10 years.
- C. Any use requiring any fraction of a space shall provide the entire space. In the case of mixed uses such as a restaurant or gift shop in a hotel, the total requirement shall be the sum of the requirements for the uses computed separately.
- D. Required parking shall be available for the parking of operable automobiles of residents, customers, or employees, and shall not be used for the storage of vehicles or materials or for the sale of merchandise.
- E. A site plan, drawn to scale, shall accompany a request for a land use or building permit. Such plan shall demonstrate how the parking requirements required by this section are met.
- F. Parking shall be required at the following rate. All calculations shall be based on gross floor area unless otherwise stated.

1.	General Office	1 space/600 sf
2.	Post Office	1 space/250 sf
3.	General Retail (e.g. shopping centers, apparel stores, discount stores, grocery stores, video arcade, etc.)	1 space/300 sf

4.	Bulk Retail (e.g. hardware, garden center, car sales, tire stores, wholesale market, furniture stores, etc.)	1 space/600 sf
5.	Building Materials and Lumber Store	1 space/1,000 sf
6.	Nursery – Wholesale Building	1 space/2,000 sf 1 space/1,000 sf
7.	Eating and Drinking Establishments	1 space/150 sf
8.	Service Station	1 space/pump
9.	Service Station with Convenience Store	1 space/pump + 1 space/ 200 sf of store space
10.	Car Wash	1 space/washing module + 2 spaces
11.	Bank	1 space/300 sf
12.	Waterport/Marine Terminal	20 spaces/berth
13.	General Aviation Airport	1 space/hangar + 1 space/300 sf of terminal
14.	Truck Terminal	1 space/berth
15.	Industrial	1.5 spaces/ <u>1,000 sf</u>
16.	Industrial Park	1.5 spaces/5,000 sf
17.	Warehouse	1 space/2,000 sf
18.	Mini-Warehouse	1 space/10 storage units
19.	Single-Family Detached Residence	2 spaces/dwelling
20.	Duplex	1 space/dwelling
21.	Apartment	1 space/unit for first four units + 1.5 spaces/unit for each Additional unit
22.	Condominium (Residential)	1.5 spaces/unit
23.	Townhouse	1.5 spaces/unit
24.	Cottage Cluster	1 space/unit
25.	Elderly Housing Project	0.8 space/unit if over 16 dwelling units
26.	Congregate Care/Nursing Home	1 space/1,000 sq. ft.
27.	Hotel/Motel	1 space/room + 1 space for the manager (if the hotel/motel contains other uses, the other uses shall be calculated separately)
28.	Park	2 spaces/acre
29.	Athletic Field	20 spaces/acre
30.	Recreational Vehicle Park	1 space/RV space +

		1 space/10 RV spaces
31.	Marina	1 space/5 slips or berths
32.	Golf Course	4 spaces/hole
33.	Theater	1 space/4 seats
34.	Bowling alley	4 spaces/alley
35.	Elementary/Middle School	1.6 spaces/classroom
36.	High School	4.5 spaces/classroom
37.	Community College	10 spaces/classroom
38.	Religious/Fraternal Organization	1 space/4 seats in the main auditorium
39.	Day Care Facility	1 space/4 persons of license occupancy
40.	Hospital	1 space/bed
41.	Assembly Occupancy	1 space/8 occupants (based on 1 occupant/15 sf of exposition/meeting/assembly room conference use not elsewhere specified)

Staff: Section 14.14.030 has been broken up into distinct regulatory concepts. The language requiring that “for reconstruction or change of type of use, credit be given to the old use so that the required parking shall be based on the increase of the new use” is silent about whether or not a use that has ceased operation counts as an “old use.” Clarifying language is being added indicating that, for the purpose of this section, “old use” is any use or structure on a property within the last 10 years. That aligns with the period of time an individual can claim System Development Charge Credits for a prior use (NMC 12.15.065). A typo is being corrected for the industrial use parking ratio.

14.14.040 Parking Requirements for Uses Not Specified

The parking space requirements of buildings and uses not set forth above shall be determined by the Planning Director or designate. Such determination shall be based upon requirements for the most comparable building or use specified in [Section 14.14.030](#) or a separate parking demand analysis prepared by the applicant and subject to a Type I decision making procedure as provided in [Section 14.52](#), Procedural Requirements.

14.14.050 Accessible and Electric Vehicle Parking

Parking areas shall meet all applicable accessible parking and electric vehicle charging infrastructure requirements of the Oregon Structural Specialty Code to ensure adequate access for disabled persons, and sufficient electric vehicle parking infrastructure for future users.

14.14.060 Compact Spaces

For parking lots of five vehicles or more, 40% of the spaces may be compact spaces measuring 7.5 feet wide by 15 feet long. Each compact space must be marked with the word "Compact" in letters that are at least six inches high.

14.14.070 Bicycle Parking

Bicycle parking facilities shall be provided as part of new multi-family residential developments of five units or more; new retail, office, and institutional developments; and park-and-ride lots and transit transfer stations.

A. The required minimum number of bicycle parking spaces is as follows, rounding up to the nearest whole number:

Parking Spaces Required	Bike Spaces Required
1 to 4 ^a	1
5 to 25	1
26 to 50	2
51 to 100	3
Over 100	1/25

^a. Residential developments less than 5 units are exempt from bicycle parking requirements.

B. Bicycle parking for multiple uses (such as commercial shopping centers) may be clustered in one or several locations but must meet all other requirements for bicycle parking.

C. Each required bicycle parking space shall be at least two and a half by six feet. An access aisle at least five feet wide shall be provided and maintained beside or between each row of bicycle parking.

- D. Bicycle parking facilities shall offer security in the form of either a lockable enclosure in which the bicycle can be stored or a stationary object (e.g., a "rack") upon which a bicycle can be locked.
- E. Areas set aside for required bicycle parking must be clearly marked and reserved for bicycle parking only.

14.14.080 Shared Parking

The off-street parking requirements of two or more uses, structures, or parcels may be satisfied by the same parking lot or loading spaces used jointly to the extent that it can be shown by the owners or operators of the uses, structures, or parcels that their parking needs do not overlap. If the uses, structures, or parcels are under separate ownership, the right to joint use of the parking space must be evidenced by a deed, lease, contract, or other appropriate written document to establish the joint use.

14.14.090 Parking Lot Standards

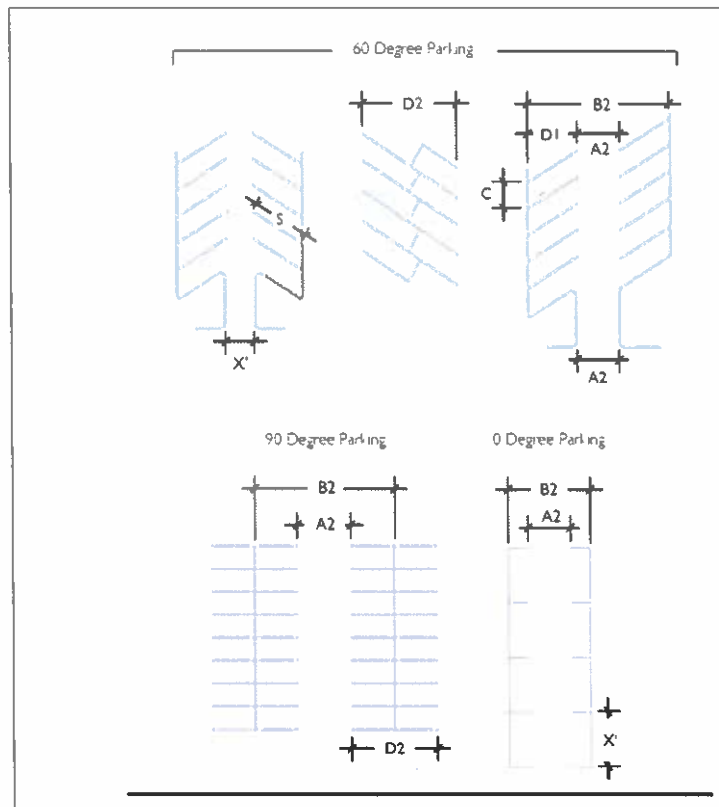
Parking lots shall comply with the following:

- A. Parking Lot Minimum Standards. Parking lots shall be designed pursuant to the minimum dimensions provided in Table 14.14.090-A and Figure 14.14.090-A.

Table 14.14.090-A. Parking Lot Minimum Dimensions for Standard Space

<u>PARKING</u> <u>ANGLE</u> ≤ °	<u>CURB</u> <u>LENGTH</u>	<u>STALL DEPTH</u>		<u>AISLE WIDTH</u>		<u>BAY WIDTH</u>		<u>STRIPE</u> <u>LENGTH</u>
		<u>SINGLE</u>	<u>DOUBLE</u>	<u>ONE</u>	<u>TWO</u>	<u>ONE</u>	<u>TWO</u>	
		<u>D1</u>	<u>D2</u>	<u>WAY</u>	<u>WAY</u>	<u>WAY</u>	<u>WAY</u>	
				<u>A1</u>	<u>A2</u>	<u>B1</u>	<u>B2</u>	
90°	8'-6"	18'	36'	23'	23'	59'	59'	18'
60°	10'	20'	40'	17'	18'	57'	58'	23'
45°	12'	18'-6"	37'	13'	18'	50'	55'	26'-6"
30°	17'	16'-6"	33'	12'	18'	45'	51'	32'-8"
0°	22'	8'-6"	17'	12'	18'	29'	35'	8'-6"

Figure 14.14.090-A. Parking Lot Minimum Dimensions



B. Surfacing.

1. All parking lots that are required to have more than five parking spaces shall be graded and surfaced with asphalt or concrete. Other material that will provide equivalent protection against potholes, erosion, and dust may be approved by the City Engineer if an equivalent level of stability is achieved.
2. Parking lots having less than five parking spaces are not required to have the type of surface material specified in subsection (1), above. However, such parking lot shall be graded and surfaced with crushed rock, gravel, or other suitable material as approved by the City Engineer. The perimeter of such parking lot shall be defined by brick, stones, railroad ties, or other such similar devices. Whenever such a parking lot abuts a paved street, the driveway leading from such

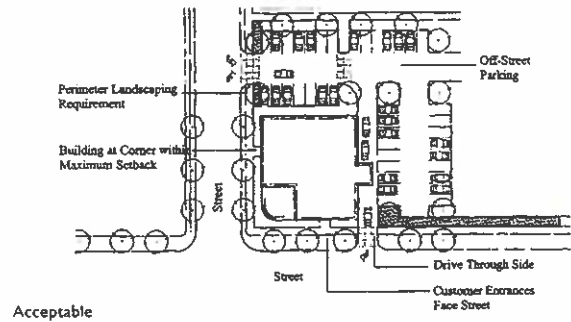
street to the parking lot shall be paved with concrete from the street to the property line of the parking lot.

3. Parking spaces in areas surfaced in accordance with subsection (1) shall be appropriately demarcated with painted lines or other markings.
- C. Joint Use of Required Parking Spaces. One parking lot may contain required spaces for several different uses, but the required spaces assigned to one use may not be credited to any other use.
- D. Satellite Parking.
1. If the number of off-street parking spaces required by this chapter cannot be provided on the same lot where the principal use is located, then spaces may be provided on adjacent or nearby lots in accordance with the provisions of this section. These off-site spaces are referred to as satellite parking spaces.
 2. All such satellite parking spaces shall be located within 200 feet of the principal building or lot associated with such parking.
 3. The applicant wishing to take advantage of the provisions of this section must present satisfactory written evidence that the permission of the owner or other person in charge of the satellite parking spaces to use such spaces has been obtained. The applicant must also sign an acknowledgement that the continuing validity of the use depends upon the continued ability to provide the requisite number of parking spaces.
 4. Satellite parking spaces allowed in accordance with this subsection shall meet all the requirements contained in this section.
- E. Lighting. Lighting from parking lots shall be so designed and located as to not glare onto neighboring residential properties. Such lighting shall be screened, shaded, or designed in such a way as to comply with the requirement contained in this section. This section is not intended to

apply to public street lighting or to outdoor recreational uses such as ball fields, playing fields, and tennis courts.

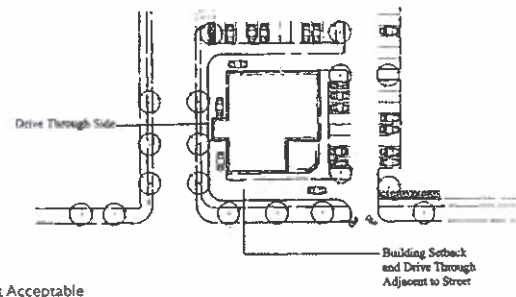
F. Drive-Up/Drive-In/Drive-Through Uses and Facilities. Drive-up or drive-through uses and facilities shall conform to the following standards, which are intended to calm traffic, and protect pedestrian comfort and safety (Figures 1 and 2).

Figure 1 – Drive-Up and Drive-Through Facilities



1. The drive-up/drive through facility shall orient to an alley, driveway, or interior parking area, and not a street; and

2. None of the drive-up, drive-in or drive-through facilities (e.g., driveway queuing areas, windows, teller machines, service windows, kiosks, drop-boxes, or similar facilities) are located within 20 feet of a street and shall not be oriented to a street corner. (Walk-up only teller machines and kiosks may be oriented to a street or placed adjacent to a street corner); and



3. Drive-up/in queuing areas shall be designed so that vehicles do not obstruct a driveway, fire access lane, walkway, or public right-of-way.

G. Driveway Standards. Driveways shall conform to the requirements of Chapter 14.46.

H. Landscaping and Screening. Parking lot landscaping and screening standards must comply with Section 14.19.050.

- I. Preferential Carpool/Vanpool Parking. Parking areas that have designated employee parking and more than 20 vehicle parking spaces shall provide at least 10% of the employee parking spaces, as preferential carpool and vanpool parking spaces. Preferential carpool and vanpool parking spaces shall be closer to the employee entrance of the building than other parking spaces, with the exception of ADA accessible parking spaces.

14.14.100 Special Area Parking Requirements

A. The boundary of the These special areas are defined as follows:

- A1. Nye Beach. That area bounded by SW 2nd Street, NW 12th Street, NW and SW Hurbert Street, and the Pacific Ocean.
- B2. Bayfront. That area bounded by Yaquina Bay and the following streets: SE Moore Drive, SE 5th and SE 13th, SW 13th Street, SW Canyon Way, SW 10th, SW Alder, SW 12th, SW Fall, SW 13th, and SW Bay.
- C3. City Center. That area bounded by SW Fall Street, SW 7th Street, SW Neff Street, SW Alder Street, SW 2nd Street, SW Nye Street, Olive Street, SE Benton Street, SW 10th Street, SW Angle Street, SW 11th Street, SW Hurbert Street, and SW 10th Street.

B. Uses within a special area where public parking meters are utilized, in all or part of the special area, may pay a fee in lieu of providing the off-street parking required in this section provided the parking demand does not exceed 20 spaces. Such fee shall be in the amount established by Council resolution. Uses with a parking demand in excess of 20 spaces must provide off-street parking sufficient to accommodate the excess demand. Parking ratios in subsection 14.14.030 or a parking demand analysis authorized under subsection 14.14.040 shall be used to determine a use(s) parking demand.

Staff: The proposed language responds to Parking Study Comprehensive Plan Implementation Measure 3.2.3, which calls for the City to reduce or eliminate minimum off-street parking requirements for new development or redevelopment

in metered and meter/permit zones. It is a combination of Options B.2 and B.3, presented to the Parking Advisory Committee on May 17, 2023, the Planning Commission on May 22, 2023, and the City Council on June 20, 2023. Blending the two options was the clear preference coming out of the meetings, with Option B.2 requiring a one-time fee in lieu of a developer constructing off-street parking to serve their project and Option B.3 capping the amount of parking a new development or redevelopment can place on the public parking system before the requirement for new off-street parking is triggered.

The draft code provisions outlined above would allow smaller scale development (i.e. that which generates a demand for less than 20 parking spaces) to occur without requiring they construct new off-street parking. Larger projects that generate a demand for more than 20 parking spaces would have to construct off-street parking to accommodate the additional demand. A one-time fee will be charged for new development or redevelopment that generate a demand for up to 20 parking spaces. This would create a modest amount of funding to help pay for new public parking, transit, etc. in concert with metering revenues. It is justifiable because new development or redevelopment places additional strain on the finite amount of parking available in these areas. The fee would be scaled to disincentivize development that places significant new demand on the public parking spaces. Here is an example of what that could look like:

Additional Demand:

<i>Spaces 1 to 5</i>	<i>\$0 ea.</i>
<i>Spaces 6 to 10</i>	<i>\$5,000 ea.</i>
<i>Spaces 11 to 15</i>	<i>\$7,500 ea.</i>
<i>Spaces 16 to 20</i>	<i>\$10,000 ea.</i>

At the Planning Commission meeting it was suggested that there be no fee for the first 5 required off-street spaces. That is consistent with the existing fee resolution that allows the first 5 spaces to be exempted where a parking business license surcharge is in place. That surcharge will go away though once a meter/permit program is in place.

Here are examples of how the one-time fee would play out:

Example 1: Convert 1,400 sf of retail to restaurant (About the size of the retail building where Noble Estates offered wine tasting (146 SW Bay Blvd)

9.33 spaces (new restaurant) - 4.67 spaces (existing retail) = 4.66 (5 spaces). \$0 fee.

Example 2: 12,000 sq. ft. of waterfront industrial with 4,000 sq. ft. of warehouse space (at old California Shellfish site 411 SW Bay Blvd).

20 spaces (new industrial/warehouse). No existing use credits. \$112,500 fee. While significant, this cost is less than what it would take to construct a lot of this size and could potentially be absorbed as part of the development costs.

Example 3: Construct 47 room hotel, 2,626 sf retail (Abbey Hotel project) on site previously occupied by a nightclub, restaurants, and retail. (836 - 856 SW Bay Blvd).

65 spaces (new hotel/retail use) - 49 spaces (credit for old use) = 16 spaces. Old use provided 20 off-street spaces, so impact of new project is 36 spaces. 43 parking spaces provided off-street. No fee.

Example 4: Construct 47 room hotel, 2,626 sf retail on a site where there was no prior use. 49 space impact. \$112,500 fee for first 20 spaces and developer would be required to construct 29 off-street parking spaces.

This language would only apply in special parking areas where meters are deployed, which is the plan for the Bayfront. It would not apply to Nye Beach or City Center.

C. Existing uses that provide off-street parking in order to comply with the provisions of this section, or prior parking ordinances, shall not be required to retain such parking if they are located within a special area where public parking meters are utilized, in all or part of the special area.

Staff: This language is needed to make it clear that the few businesses currently providing off-street parking in a meter or meter/permit area will no longer be bound to do so, meaning they can develop these properties. Accessible parking

standards, electric vehicle parking requirements, and bicycle parking provisions key off of the number of off-street spaces provided. The City will need to consider accommodating those needs in public rights-of-way. The draft language has been revised to limit its applicability to metered areas, which for the time being is the Bayfront. Such change aligns with Parking Study Comprehensive Plan Implementation Measure 3.2.3, which calls for the City to reduce or eliminate minimum off-street parking requirements for new development or redevelopment in metered and meter/permit zones. Metered parking and meter/permit zones are not currently planned for Nye Beach and City Center.

D. Uses within a special area shall be subject to a “Parking District Business License Annual Fee” in an amount set by Council resolution, unless the City requires payment for the use of public parking in all or part of the special area. The annual business license fee established under this subsection shall exempt new development or redevelopment from having to provide up to five (5) off-street parking spaces. Uses that generate a demand for more than five (5) off-street parking spaces shall provide the additional spaces in accordance with the provisions of this section.

Staff: This subsection is needed for the Nye Beach and City Center special areas, where metered and meter/permit zones are not being implemented. It codifies language that is currently in Council Resolution No. 3864, a resolution that would be repealed if this language is adopted. Once this language is in place, and metering is operational, then the Bayfront will no longer be subject to a Parking District Business License Annual Fee. If Nye Beach implements a paid parking permit program at some point in the future, then it would also no longer be subject to a parking district business license fee.

14.14.110 Loading and Unloading Areas

Off-street loading and unloading areas shall be provided per this section.

A. Whenever the normal operation of any use requires that goods, merchandise, or equipment be routinely delivered

to or shipped from that use, a sufficient off-street loading and unloading area must be provided in accordance with this subsection to accommodate the delivery or shipment operations in a safe and convenient manner.

- B. The loading and unloading area must accommodate the numbers as set forth in Table A. At a minimum, a loading and unloading space must be 35 feet in length, 10 feet in width, and 14 feet in height. The following table indicates the number of spaces that, presumptively, satisfy the standard set forth in this subsection.

Table 14.14.110-A, Required Loading Spaces

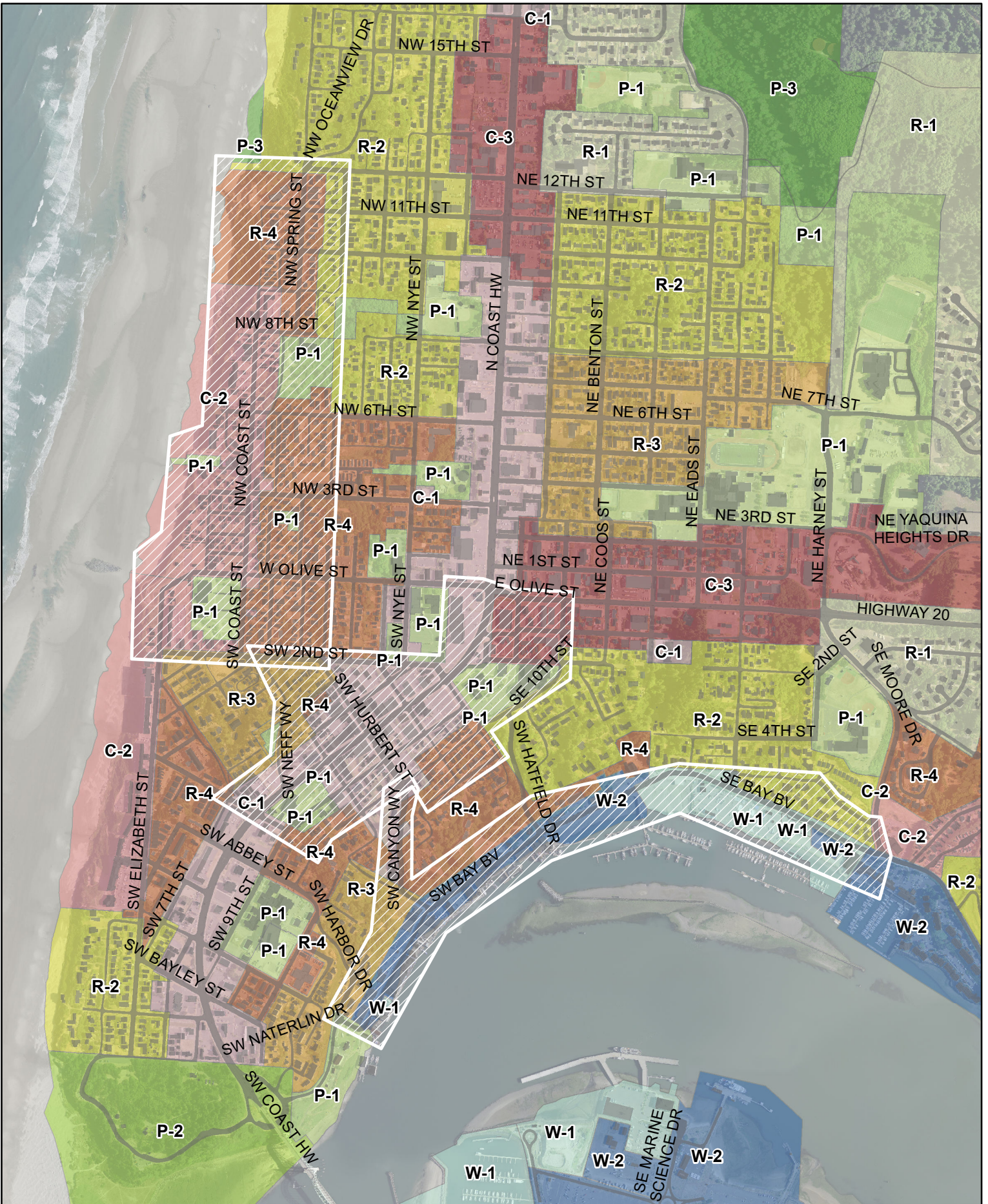
Square footage of Building	Number of Loading Spaces
0-19,999	0
20,000 – 79,999	1
80,000 – 119,999	2
120,000+	3

- C. Loading and unloading areas shall be located and designed so that vehicles intending to use them can maneuver safely and conveniently to and from a public right-of-way or any parking space or parking lot aisle. No space for loading shall be so located that a vehicle using such loading space projects into any public right-of-way.
- D. No area allocated to loading and unloading facilities may be used to satisfy the area requirements for off-street parking, nor shall any portion of any off-street parking area be used to satisfy the area requirements for loading and unloading facilities.
- E. Whenever a change of use occurs after January 1, 1995, that does not involve any enlargement of a structure, and the loading area requirements of this section cannot be satisfied because there is insufficient area available on the lot that can practicably be used for loading and unloading, then the Planning Commission may waive the requirements of this section.
- F. Whenever a loading and unloading facility is located adjacent to a residential zone, the loading and unloading

facility shall be screened per unloading facility shall be screened per [Section 14.18](#).

14.14.120 Variances

Variances to this section may be approved in accordance with provisions of [Section 14.33](#), Adjustments and Variances, and a Type III Land Use Action decision process consistent with [Section 14.52](#), Procedural Requirements.*

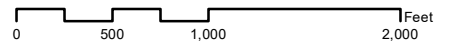


City of Newport
 Community Development Department
 169 SW Coast Highway
 Newport, OR 97365
 Phone: 1.541.574.0629
 Fax: 1.541.574.0644

Zoning Map with Bayfront, City Center, & Nye Beach
Districts Shown With White Cross-Hatch (NMC 14.14.100)

This map is for informational use only and has not been prepared for, nor is it suitable for, legal, engineering, or surveying purposes. It includes data from multiple sources. The City of Newport assumes no responsibility for its compilation or use and users of this information are cautioned to verify all information with the City of Newport Community Development Department.

Image Taken July 2018
 4-inch, 4-band Digital Orthophotos
 Quantum Spatial, Inc. Corvallis, OR



135

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: January 16, 2024

Agenda Item:

Public Hearing and Potential Adoption of Resolution No. 4004, a Resolution Providing for a Supplemental Budget and Making Appropriations/Total Requirement Changes for Fiscal Year 2023 - 2024.

Background:

Periodically through the course of the year, the City Council considers and adopts supplemental budgets to adjust various budget line items based on changes that have occurred since the initial budget was adopted in June 2003. The City Council has made various adjustments by previous Council actions that are reflected in this resolution, as well. The changes not previously approved by Council that are included in the supplemental budget are outlined in the attached report from Finance Director, Steve Baugher. This includes the beginning balance adjustment and closure of the Betty Wheeler Field Light project with \$21,864 reverting back to the General Fund. The supplemental budget includes recognition of three small grants received by the Library to cover program costs. The changes include an increase in Community Development appropriations for unanticipated geological professional fees in the amount of \$2500, cubicles for staff in City Hall at a cost of \$16,768, and an appropriation of \$6,000 for nonmotorized boat launch signs in South Beach with General and Room Tax Funds to the Parks project. The amount of \$438 is being transferred from the Street Repair and Improvement project to the SE Harney Street and Sidewalk and SE Moore Drive projects. The amount of \$39,886 been appropriated for the inflow pump station PLC replacement that was started in Fiscal Year 2022-2023 from the Wastewater Fund. The appropriation for this wastewater centrifuge re-build was increased by \$54,300 to reflect higher equipment costs, and the wastewater crane truck budget which was carried over from the 2022-2023 budget year is appropriated at \$156,000.

One significant change is the creation of an additional full-time equivalent position as an accounting technician in Finance. This position is critical to address a number of the concerns that have been expressed by the Budget Committee and City Council in the collection of revenues for the City. It is anticipated that a portion of these additional costs will be recovered by increased collection, by having a position dedicated for this purpose. The amount of \$50,995 is being added to the Finance Department budget to fund this position. The other specific changes can be found in the attached report provided by Finance Director, Steve Baugher.

Recommendation:

I recommend that the Mayor conduct a public hearing on Resolution No. 4004, a resolution providing for a supplemental budget and making appropriation/total requirement changes for Fiscal Year 2023 - 2024.

I recommend that the City Council consider the following motion:

I move to adopt Resolution No. 4004, a resolution providing for a supplemental budget and making appropriation/total requirement changes for Fiscal Year 2023 - 2024.

Fiscal Effects:

As outlined in the attached reports.

Alternatives:

Modify the supplemental budget or as suggested by the City Council.

Respectfully submitted,

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

Spencer Nebel
City Manager



**STAFF REPORT
CITY COUNCIL AGENDA ITEM**

Meeting Date: 01/29/24

Title: Resolution No. 4004 providing for a supplemental budget and making appropriation/total requirement changes for the 2023-24 Fiscal Year.

Prepared by: Steve Baugher

Recommended Motion: I move to adopt Resolution No. 4004, a resolution adopting a supplemental budget for fiscal year 2023-24 and making appropriation increases and changes for fiscal year 2023-24, incorporating Attachment "A" as part of the resolution.

Background Information: The supplemental budget presented to the City Council this evening contains adjustments to various funds as recommended by City staff based on their review of their budgets for the current fiscal year 2023-24. Other budget adjustments are noted as each fund is detailed. As noted below, some of these adjustments have been approved by the City Council. The details are as follows:

Items in Supplemental not approved by Council in previous meetings:

The beginning fund balances have been adjusted for all funds to the 06/30/23 audited balances, which includes a beginning balance adjustment to the Betty Wheeler Park field light replacement project (21012). Transfer \$21,864 of unused portion of project 21012 to the General fund and close project. Record three small grants and reimbursements received by various sources to cover additional Library program costs. Create one FTE accounting technician for the Finance Department. Increase Community Development appropriations for unanticipated geologic professional fees (\$2,500) and cubicles for staff (\$16,768). Appropriate \$6,000 for installation of non-motorized boat launch signs in South Beach with General fund and Room Tax funds. Transfer \$438 from street repair and improvement program (project 25-23010) to SE Harney St Sidewalk from SE Moore Dr to Yaquina View Elementary (project 21019). Appropriate \$39,886 for influent pump station PLC replacement that was started in the 2022-23 budget year in the Wastewater fund. Increase appropriation by \$54,300 for the Wastewater centrifuge rebuild due to higher equipment cost. Appropriate \$156,000 for the Wastewater crane truck budgeted in the 2022-23 budget year, which includes an increase in the cost of the crane truck.

General Fund (101):

Transfer \$176,231 from contingency to adjust the beginning fund balance to the 06/30/23 audit balance. Received \$2,000 from Oregon Community Foundation, \$1,762 from Envision Ware, and \$120 from Library Advisory Boards to cover additional Library program costs. Transfer \$21,864 of unused portion of Betty Wheeler Park field light replacement project (21012) to contingency and close project. Create one FTE accounting technician to process business licenses, parking permits, room tax, accounts receivable, and property liens/collections for half a budget year. Increase Community Development appropriations for unanticipated geologic professional fees (\$2,500) and cubicles for staff (\$16,768) from contingency. Transfer \$100,000 from reserve to Oceanview Drive slide and storm emergency repair (project 25-23070), which was approved by Council on 12/21/23. Transfer \$3,000 for installation of non-motorized boat launch signs in South Beach from contingency. Transfer an additional \$21,000 for repair of Frank Wade Park Tennis/Pickleball Court repair (project #22024) from contingency, which was approved by Council on 10/02/23.

Recreation Fund (201):

Transfer \$95,581 to contingency to adjust the beginning fund balance to the 06/30/23 audit balance.

Public Parking Fund (211):

Transfer \$1,096 from contingency to adjust the beginning fund balance to the 06/30/23 audit balance.

Housing Fund (212):

Transfer \$120,933 to contingency to adjust the beginning fund balance to the 06/30/23 audit balance.

Airport Fund (220):

Transfer \$89,470 to contingency to adjust the beginning fund balance to the 06/30/23 audit balance.

Room Tax Fund (230):

Transfer \$56,386 to contingency to adjust the beginning fund balance to the 06/30/23 audit balance. Appropriate an additional \$242,240 to the Discover Newport program from reserve, which was approved by Council on 11/06/23. Transfer \$3,000 for installation of non-motorized boat launch signs in South Beach from contingency. Transfer an additional \$21,000 for repair of Frank Wade Park Tennis/Pickleball Court repair (project #22024) from contingency, which was approved by Council on 10/02/23.

Building Inspection Fund (240):

Transfer \$12,373 to contingency to adjust the beginning fund balance to the 06/30/23 audit balance.

Street Fund (251):

Transfer \$13,393 to contingency to adjust the beginning fund balance to the 06/30/23 audit balance.

Line Undergrounding Fund (252):

Transfer \$15,035 to contingency to adjust the beginning fund balance to the 06/30/23 audit balance.

SDC Fund (253):

Transfer \$167,783 to contingency to adjust the beginning fund balance to the 06/30/23 audit balance.

Agate Beach Closure Fund (254):

Transfer \$17,478 from contingency to adjust the beginning fund balance to the 06/30/23 audit balance.

Debt Service - Water Fund (301):

Transfer \$527 to reserve to adjust the beginning fund balance to the 06/30/23 audit balance.

Debt Service - Wastewater Fund (302):

Transfer \$17,149 to reserve to adjust the beginning fund balance to the 06/30/23 audit balance.

Debt Service - Governmental Fund (303):

Transfer \$1,534 to reserve to adjust the beginning fund balance to the 06/30/23 audit balance.

Debt Service - Stormwater Fund (305):

Transfer \$1,826 to reserve to adjust the beginning fund balance to the 06/30/23 audit balance.

GO Debt Service - Proprietary Fund (351):

Transfer \$157,461 to reserve to adjust the beginning fund balance to the 06/30/23 audit balance.

GO Debt Service - Governmental Fund (352):

Transfer \$43,635 to reserve to adjust the beginning fund balance to the 06/30/23 audit balance.

Capital Projects - Governmental Fund (402):

Transfer \$100,000 from General fund to Oceanview Drive slide and storm emergency repair (project 25-23070), which was approved by Council on 12/21/23. Transfer \$147,000 from Big Creek bridge abutment repair (project 17009) to Oceanview Drive slide and storm emergency repair (project 25-23070), which was approved by Council on 12/04/23. Transfer \$158,000 from street repair and improvement program (project 25-23010) to Oceanview Drive slide and storm emergency repair (project 25-23070), which was approved by Council on 12/04/23. Transfer \$438 from street repair and improvement program (project 25-23010) to Capital Projects - Proprietary fund.

Capital Projects - Proprietary Fund (403):

Appropriate \$30,000 from the Oregon Business Development Department grant to the drinking water protection plan (project 28-23069), which was approved by Council on 10/16/23. Transfer \$438 from Capital Projects - Governmental fund to SE Harney St Sidewalk from SE Moore Dr to Yaquina View Elementary (project 21019).

Reserve Fund (404):

Transfer \$33,748 to reserve to adjust the beginning fund balance to the 06/30/23 audit balance.

Capital Improvement Fund (405):

\$21,864 beginning balance adjustment to the Betty Wheeler Park field light replacement project (21012) to the 06/30/23 audited balance. Transfer \$21,864 of unused portion of project 21012 to the General fund and close project. Appropriate \$390,000 from the Oregon Parks and Recreation Department grant to the Agate Beach neighborhood and dog park improvements (project 22-22022), which was approved by Council on 11/06/23. Transfer an additional \$42,000 from City's Facility fund for repair of Frank Wade Park Tennis/Pickleball Court repair (project #22024), which was approved by Council on 10/02/23. Transfer \$425,000 from the PAC chiller/cooling unit (project 21-23062) to the PAC remodel (project 20018), which was approved by Council on 08/03/23.

Water Fund (601):

Transfer \$70,251 from contingency to adjust the beginning fund balance to the 06/30/23 audit balance.

Wastewater Fund (602):

Transfer \$381,690 to contingency to adjust the beginning fund balance to the 06/30/23 audit balance. Appropriate \$39,886 for influent pump station PLC replacement that was started in the 2022-23 budget year from contingency. Increase appropriation by \$54,300 for the Wastewater centrifuge rebuild from contingency due to higher equipment cost. Appropriate \$156,000 for the Wastewater crane truck budgeted in the 2022-23 budget year from contingency, which includes an increase in the cost of the crane truck.

Stormwater Fund (603):

Transfer \$27,060 from contingency to adjust the beginning fund balance to the 06/30/23 audit balance.

Public Works Fund (701):

Transfer \$156,903 to contingency to adjust the beginning fund balance to the 06/30/23 audit balance.

City's Facility Fund (711):

Transfer \$101,259 to contingency to adjust the beginning fund balance to the 06/30/23 audit balance. Appropriate \$6,000 for installation of non-motorized boat launch signs in South Beach with General fund and Room Tax fund transfers. Transfer an additional \$42,000 for repair of Frank Wade Park Tennis/Pickleball Court repair (project #22024) with transfers from the General fund and Room Tax fund, which was approved by Council on 10/02/23.

Fiscal Notes:

The total City budget has increased by \$1,832,618 with a new appropriation balance of \$119,322,174, which represents an 4.28% increase over the total adopted budget of \$114,423,353.

Alternatives:

None

Attachments:

Resolution 4004
Attachment A - Original budget with adjustments

CITY OF NEWPORT
RESOLUTION NO. 4004

**A RESOLUTION ADOPTING A BUDGET ADJUSTMENT FOR FISCAL YEAR 2023-24,
MAKING APPROPRIATION CHANGES FOR A SPECIFIC FUND**

WHEREAS, the City of Newport's 2023-2024 Fiscal Year budget requires changes of appropriation for the General, Recreation, Public Parking, Housing, Airport, Room Tax, Building Inspection, Street, Line Undergrounding, SDC, Agate Beach Closure, Debt Service - Water, Debt Service - Wastewater, Debt Service - Governmental, Debt Service - Stormwater, GO Debt Service - Proprietary, GO Debt Service - Governmental, Capital Projects - Governmental, Capital Projects - Proprietary, Reserve, Capital Improvement, Water, Wastewater, Stormwater, Public Works, and City's Facility funds due to unplanned circumstances 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

THE CITY OF NEWPORT RESOLVES AS FOLLOWS: that this supplemental budget is hereby adopted and hereby provides for:

- 1) Adjustment to the beginning fund balances of all funds to the June 30, 2023, audited balances,
- 2) General Fund: Record three small grants and reimbursements received by various sources to cover additional Library program costs. Transfer unused portion of Betty Wheeler Park field light replacement project. Create one FTE accounting technician for the Finance Department. Increase Community Development appropriations for unanticipated geologic professional fees and cubicles for staff,
- 3) Capital Projects - Governmental Fund: Appropriation for Oceanview Drive slide and storm emergency repair,
- 4) Capital Projects - Proprietary Fund: Appropriate from the Oregon Business Development Department grant to the drinking water protection plan, Increase appropriation for SE Harney St Sidewalk from SE Moore Dr to Yaquina View Elementary project,
- 5) Capital Improvement Fund: Appropriate from the Oregon Parks and Recreation Department grant to the Agate Beach neighborhood and dog park improvements. Increase appropriation for repair of Frank Wade Tennis/Pickleball court. Transfer appropriation of PAC chiller/cooling unit to PAC remodel,
- 6) Wastewater Fund: Increase/add appropriation for influent pump PLC replacement, centrifuge rebuild, and crane truck,

Attachment A sets forth the budget adjustment listed here and such Attachment A is incorporated herein.

This resolution will become effective immediately upon passage.

Adopted by the Newport City Council on January 29, 2024.

Jan Kaplan, Mayor

Attest:

Erik Glover, City Recorder

CITY OF NEWPORT
Budget with Supplements/Transfer Resolutions
Fiscal Year 2023-2024

Fund Appropriation Level	Project No.	7/1/2023 Adopted Budget # 3987	9/18/2023 Resolution # 3994	11/6/2023 Resolution #3997	1/29/2024 Resolution #4004	Resolution	Resolution	Total Adjusted Budget
101-General Fund								
Beginning Fund Balance		7,374,019				(176,231)		7,197,788
Revenues		16,549,385	12,460			3,882		16,565,727
Transfer from Room Tax Fund		221,717						221,717
Transfer from Reserve Fund		4,406						4,406
Transfer from Capital Improvement Fund		-				21,864		21,864
	Total Revenues:	24,149,527	12,460	-		(150,485)	-	24,011,502
101-General Fund								
City Administration		4,538,422				50,995		4,589,417
Police		5,957,721	380					5,958,101
Fire		2,986,021	76,230					3,062,251
Emergency Coordinator		125,241						125,241
Library		1,358,110	60			3,882		1,362,052
Community Development		605,192				19,268		624,460
Administrative Programs		1,026,268	2,515					1,028,783
Interfund Loan		-		584,000				584,000
Transfer to Recreation Fund		1,237,116	375					1,237,491
Transfer to Airport Fund		103,000						103,000
Transfer to Building Inspection Fund		3,000						3,000
Transfer to Debt Service - Governmental Fund		9,321						9,321
Transfer to Capital Projects - Governmental Fund		25,000				100,000		125,000
Transfer to Reserve Fund		275,401	12,400					287,801
Transfer to City Facilities Fund		1,853,215				24,000		1,877,215
Contingency Account		655,786	(79,500)			(248,630)		327,656
	Total Appropriations:	20,758,814	12,460	584,000		(50,485)	-	21,304,789
Reserve for Future Expenditures		1,751,084		(584,000)		(100,000)		1,067,084
Unappropriated Ending Fund Balance		1,639,629						1,639,629
	Total General Fund	24,149,527	12,460	-		(150,485)	-	24,011,502
GENERAL FUND - 101								
		-	-	-		-	-	-
201 - Recreation Fund								
Beginning Fund Balance		504,785				95,581		600,366
Revenues		733,030						733,030
Transfer from General Fund		1,237,116	375					1,237,491
Transfer from Room Tax Fund		655,519	125					655,644
Transfer from Reserve Fund		7,500						7,500
	Total Revenues:	3,137,950	500	-		95,581	-	3,234,031
201 - Recreation Fund								
Recreation Administration		288,331						288,331
60+ Center		249,448						249,448
Swimming Pool		788,277						788,277
Recreation Center		692,199						692,199
Recreation Programs		281,012						281,012
Sports Programs		232,090						232,090

CITY OF NEWPORT
Budget with Supplements/Transfer Resolutions
Fiscal Year 2023-2024

Fund Appropriation Level	Project No.	7/1/2023 Adopted Budget # 3987	9/18/2023 Resolution # 3994	11/6/2023 Resolution #3997	1/29/2024 Resolution #4004	Resolution	Resolution	Total Adjusted Budget
Interfund Loan Repayment		27,500						27,500
Transfer to Reserve Fund		10,000						10,000
Transfer to Capital Improvement Fund		108,220	500					108,720
Contingency Account		256,164			95,581			351,745
	Total Appropriations:	2,933,241	500	-	95,581	-	-	3,029,322
Reserve for Future Expenditures		-						-
Unappropriated Ending Fund Balance		204,709						204,709
	Total Recreation Fund	3,137,950	500	-	95,581	-	-	3,234,031
RECREATION FUND - 201								
211 - Public Parking								
Beginning Fund Balance		130			(1,096)			(966)
Revenues		381,800	225,000	(225,000)				381,800
Interfund Loan		-		225,000				225,000
Transfers In		-						-
	Total Revenues:	381,930	225,000	-	(1,096)	-	-	605,834
211 - Public Parking								
Public Parking - Citywide		103,272						103,272
Transfer to Capital Projects - Governmental Fund		50,000	225,000					275,000
Contingency Account		228,658			(1,096)			227,562
	Total Appropriations:	381,930	225,000	-	(1,096)	-	-	605,834
Reserve for Future Expenditures		-						-
Unappropriated Ending Fund Balance		-						-
	Total Public Parking Fund	381,930	225,000	-	(1,096)	-	-	605,834
PUBLIC PARKING FUND - 211								
212 - Housing Fund								
Beginning Fund Balance		605,567			120,933			726,500
Revenues		68,637						68,637
Transfers In		-						-
	Total Revenues:	674,204	-	-	120,933	-	-	795,137
212 - Housing Fund								
Affordable Housing General		956						956
Oregon Housing & Community Services		9,242						9,242
Transfers Out		-						-
Contingency Account		664,006			120,933			784,939
	Total Appropriations:	674,204	-	-	120,933	-	-	795,137
Reserve for Future Expenditures		-						-
Unappropriated Ending Fund Balance		-						-
	Total Housing Fund	674,204	-	-	120,933	-	-	795,137
HOUSING FUND = 212								

CITY OF NEWPORT
Budget with Supplements/Transfer Resolutions
Fiscal Year 2023-2024

Fund Appropriation Level	Project No.	7/1/2023 Adopted Budget # 3987	9/18/2023 Resolution # 3994	11/6/2023 Resolution #3997	1/29/2024 Resolution #4004	Resolution	Resolution	Total Adjusted Budget
220 - Airport Fund								
	Beginning Fund Balance	269,520			89,470			358,990
	Revenues	727,235						727,235
	Transfer from General Fund	103,000						103,000
	Transfer from Room Tax Fund	359,465						359,465
	Total Revenues:	1,459,220	-	-	89,470	-	-	1,548,690
220 - Airport Fund								
	Airport Operations	1,198,215						1,198,215
	Transfer to Debt Service - Governmental Fund	29,099						29,099
	Transfer to Capital Projects - Governmental Fund	16,000						16,000
	Contingency Account	120,049			89,470			209,519
	Total Appropriations:	1,363,363	-	-	89,470	-	-	1,452,833
	Reserve for Future Expenditures	-						-
	Unappropriated Ending Fund Balance	95,857						95,857
	Total Airport Fund	1,459,220	-	-	89,470	-	-	1,548,690
AIRPORT FUND - 220								
		-	-	-	-	-	-	-
230 - Room Tax Fund								
	Beginning Fund Balance	3,031,300			56,386			3,087,686
	Revenues	3,652,454						3,652,454
	Transfers In	-						-
	Total Revenues:	6,683,754	-	-	56,386	-	-	6,740,140
230 - Room Tax Fund								
	Room Tax - General	254,051						254,051
	Room Tax - Programs	899,500			242,240			1,141,740
	Transfer to General Fund	221,717						221,717
	Transfer to Recreation Fund	655,519	125					655,644
	Transfer to Airport Fund	359,465						359,465
	Transfer to Debt Service - Governmental Fund	7,807						7,807
	Transfer to Capital Projects - Governmental Fund	132,000						132,000
	Transfer to City Facilities Fund	1,852,439			24,000			1,876,439
	Contingency Account	115,355	(125)		32,386			147,616
	Total Appropriations:	4,497,853	-	-	298,626	-	-	4,796,479
	Reserve for Future Expenditures	2,028,870			(242,240)			1,786,630
	Unappropriated Ending Fund Balance	157,031						157,031
	Total Room Tax Fund	6,683,754	-	-	56,386	-	-	6,740,140
ROOM TAX FUND - 230								
		-	-	-	-	-	-	-
240 - Building Inspection Fund								
	Beginning Fund Balance	428,708			12,373			441,081
	Revenues	465,737						465,737
	Transfer from General Fund	3,000						3,000

CITY OF NEWPORT
Budget with Supplements/Transfer Resolutions
Fiscal Year 2023-2024

Fund Appropriation Level	Project No.	7/1/2023 Adopted Budget # 3987	9/18/2023 Resolution # 3994	11/6/2023 Resolution #3997	1/29/2024 Resolution #4004	Resolution	Resolution	Total Adjusted Budget
	Total Revenues:	897,445	-	-	12,373	-	-	909,818
240 - Building Inspection Fund								
Building Inspection		560,656						560,656
Transfers Out		-						-
Contingency Account		269,510			12,373			281,883
	Total Appropriations:	830,166	-	-	12,373	-	-	842,539
Reserve for Future Expenditures		-						-
Unappropriated Ending Fund Balance		67,279						67,279
	Building Inspection Fund	897,445	-	-	12,373	-	-	909,818
BUILDING INSPECTION FUND - 240								
		-	-	-	-	-	-	-
251 - Street Fund								
Beginning Fund Balance		688,321			13,393			701,714
Revenues		1,190,592						1,190,592
Transfer from Water Fund		70,000						70,000
Transfer from Wastewater Fund		70,000						70,000
	Total Revenues:	2,018,913	-	-	13,393	-	-	2,032,306
251 - Street Fund								
Street Maintenance		1,158,990						1,158,990
Transfer to Capital Projects - Governmental Fund		554,945						554,945
Transfer to Capital Projects - Proprietary Fund		50,000						50,000
Contingency Account		115,899			13,393			129,292
	Total Appropriations:	1,879,834	-	-	13,393	-	-	1,893,227
Reserve for Future Expenditures		-						-
Unappropriated Ending Fund Balance		139,079						139,079
	Total Street Fund	2,018,913	-	-	13,393	-	-	2,032,306
STREET FUND - 251								
		-	-	-	-	-	-	-
252 - Line Undergrounding Fund								
Beginning Fund Balance		899,056			15,035			914,091
Revenues		216,440						216,440
Transfers In		-						-
	Total Revenues:	1,115,496	-	-	15,035	-	-	1,130,531
252 - Line Undergrounding Fund								
Line Undergrounding		1,547						1,547
Transfers Out		-						-
Contingency Account		1,113,949			15,035			1,128,984
	Total Appropriations:	1,115,496	-	-	15,035	-	-	1,130,531
Reserve for Future Expenditures		-						-
Unappropriated Ending Fund Balance		-						-
	Total Line Undergrounding Fund	1,115,496	-	-	15,035	-	-	1,130,531

CITY OF NEWPORT
Budget with Supplements/Transfer Resolutions
Fiscal Year 2023-2024

Fund Appropriation Level	Project No.	7/1/2023 Adopted Budget # 3987	9/18/2023 Resolution # 3994	11/6/2023 Resolution #3997	1/29/2024 Resolution #4004	Resolution	Resolution	Total Adjusted Budget
LINE UNDERGROUNDING FUND - 252								
253 - SDC Fund								
Beginning Fund Balance		2,889,451			167,783			3,057,234
Revenues		297,701						297,701
Transfers In		-						-
	Total Revenues:	3,187,152	-	-	167,783	-	-	3,354,935
253 - SDC Fund								
SDC Administration		624						624
Transfer to Debt Service - Governmental Fund		3,506						3,506
Transfer to Capital Projects - Proprietary Fund		-	88,433					88,433
Transfer to City Facilities Fund		25,000						25,000
Contingency Account		3,158,022	(88,433)		167,783			3,237,372
	Total Appropriations:	3,187,152	-	-	167,783	-	-	3,354,935
Reserve for Future Expenditures		-						-
Unappropriated Ending Fund Balance		-						-
	Total SDC Fund	3,187,152	-	-	167,783	-	-	3,354,935
SDC FUND - 253								
254 - Agate Beach Closure Fund								
Beginning Fund Balance		961,174			(17,478)			943,696
Revenues		27,500						27,500
Transfers In		-						-
	Total Revenues:	988,674	-	-	(17,478)	-	-	971,196
254 - Agate Beach Closure Fund								
Agate Beach Closure		61,709						61,709
Interfund Loan		-	225,000					225,000
Transfers Out		-						-
Contingency Account		926,965	(225,000)		(17,478)			684,487
	Total Appropriations:	988,674	-	-	(17,478)	-	-	971,196
Reserve for Future Expenditures		-						-
Unappropriated Ending Fund Balance		-						-
	Total Agate Beach Closure Fund	988,674	-	-	(17,478)	-	-	971,196
AGATE BEACH CLOSURE FUND - 254								
301 - Debt Service - Water Fund								
Beginning Fund Balance		6,068			527			6,595
Revenues		55						55
Transfer from Water Fund		880,874						880,874
	Total Revenues:	886,997	-	-	527	-	-	887,524
301 - Debt Service - Water Fund								
General Debt		70,622						70,622

CITY OF NEWPORT
Budget with Supplements/Transfer Resolutions
Fiscal Year 2023-2024

Fund Appropriation Level	Project No.	7/1/2023 Adopted Budget # 3987	9/18/2023 Resolution # 3994	11/6/2023 Resolution #3997	1/29/2024 Resolution #4004	Resolution	Resolution	Total Adjusted Budget
Revenue Bonds Debt		810,358						810,358
Transfers Out		-						-
Contingency Account		-						-
Total Appropriations:		880,980	-	-	-	-	-	880,980
Reserve for Future Expenditures		6,017			527			6,544
Unappropriated Ending Fund Balance		-						-
Total Debt Service - Water Fund		886,997	-	-	527	-	-	887,524
DEBT SERVICE - WATER FUND - 301								
302 - Debt Service - Wastewater Fund								
Beginning Fund Balance		1,386,826			17,149			1,403,975
Revenues		11,176						11,176
Transfer from Wastewater Fund		611,251						611,251
Total Revenues:		2,009,253	-	-	17,149	-	-	2,026,402
302 - Debt Service - Wastewater Fund								
DEQ Debt		1,503,743						1,503,743
Transfer to Wastewater Fund		11,444						11,444
Contingency Account		-						-
Total Appropriations:		1,515,187	-	-	-	-	-	1,515,187
Reserve for Future Expenditures		494,066			17,149			511,215
Unappropriated Ending Fund Balance		-						-
Total Debt Service - Wastewater Fund		2,009,253	-	-	17,149	-	-	2,026,402
DEBT SERVICE - WASTEWATER FUND - 302								
303 - Debt Service - Governmental Fund								
Beginning Fund Balance		29,309			1,534			30,843
Revenues		600						600
Transfer from General Fund		9,321						9,321
Transfer from Airport Fund		29,099						29,099
Transfer from Room Tax Fund		7,807						7,807
Transfer from SDC Fund		3,506						3,506
Transfer from Water Fund		5,826						5,826
Transfer from Wastewater Fund		1,166						1,166
Total Revenues:		86,634	-	-	1,534	-	-	88,168
303 - Debt Service - Governmental Fund								
General Debt		56,724						56,724
Transfers Out		-						-
Contingency Account		-						-
Total Appropriations:		56,724	-	-	-	-	-	56,724
Reserve for Future Expenditures		29,910			1,534			31,444
Unappropriated Ending Fund Balance		-						-

CITY OF NEWPORT
Budget with Supplements/Transfer Resolutions
Fiscal Year 2023-2024

Fund Appropriation Level	Project No.	7/1/2023 Adopted Budget # 3987	9/18/2023 Resolution # 3994	11/6/2023 Resolution #3997	1/29/2024 Resolution #4004	Resolution	Resolution	Total Adjusted Budget
Total Debt Service - Governmental Fund		86,634	-	-	1,534	-	-	88,168
DEBT SERVICE - GOVERNMENTAL FUND - 303		-	-	-	-	-	-	-
305 - Debt Service - Stormwater Fund								
	Beginning Fund Balance	120,335			1,826			122,161
	Revenues	2,021						2,021
	Transfer from Stormwater Fund	628,461						628,461
	Total Revenues:	750,817	-	-	1,826	-	-	752,643
305 - Debt Service - Stormwater Fund								
	2018 Stormwater Debt	381,200						381,200
	DEQ Debt	252,278						252,278
	Transfers Out	-						-
	Contingency Account	-						-
	Total Appropriations:	633,478	-	-	-	-	-	633,478
	Reserve for Future Expenditures	117,339			1,826			119,165
	Unappropriated Ending Fund Balance	-						-
Total Debt Service - Stormwater Fund		750,817	-	-	1,826	-	-	752,643
DEBT SERVICE - STORMWATER FUND - 305		-	-	-	-	-	-	-
351 - GO Debt Service - Proprietary Fund								
	Beginning Fund Balance	42,990			157,461			200,451
	Revenues	2,302,600						2,302,600
	Transfers In	-						-
	Total Revenues:	2,345,590	-	-	157,461	-	-	2,503,051
351 - GO Debt Service - Proprietary Fund								
	Water GO Debt	2,266,000						2,266,000
	Transfers Out	-						-
	Contingency Account	-						-
	Total Appropriations:	2,266,000	-	-	-	-	-	2,266,000
	Reserve for Future Expenditures	79,590			157,461			237,051
	Unappropriated Ending Fund Balance	-						-
Total GO Debt Service - Proprietary Fund		2,345,590	-	-	157,461	-	-	2,503,051
GO DEBT SERVICE - PROPRIETARY FUND - 351		-	-	-	-	-	-	-
352 - GO Debt Service - Governmental Fund								
	Beginning Fund Balance	55,442			43,635			99,077
	Revenues	627,569						627,569
	Transfers In	-						-
	Total Revenues:	683,011	-	-	43,635	-	-	726,646
352 - GO Debt Service - Governmental Fund								
	Swimming Pool GO Debt	617,669						617,669
	Transfers Out	-						-

CITY OF NEWPORT
Budget with Supplements/Transfer Resolutions
Fiscal Year 2023-2024

Fund Appropriation Level	Project No.	7/1/2023 Adopted Budget # 3987	9/18/2023 Resolution # 3994	11/6/2023 Resolution #3997	1/29/2024 Resolution #4004	Resolution	Resolution	Total Adjusted Budget
Contingency Account		-						-
Total Appropriations:		617,669	-	-	-	-	-	617,669
Reserve for Future Expenditures		65,342			43,635			108,977
Unappropriated Ending Fund Balance		-						-
Total GO Debt Service - Governmental Fund		683,011	-	-	43,635	-	-	726,646
GO DEBT SERVICE - GOVERNMENTAL FUND - 352		-	-	-	-	-	-	-
402 - Capital Projects - Governmental Fund								
Beginning Fund Balance		5,290,398	714,678					6,005,076
Revenues		2,731,052						2,731,052
Transfer from General Fund		25,000			100,000			125,000
Transfer from Public Parking Fund		50,000	225,000					275,000
Transfer from Airport Fund		16,000						16,000
Transfer from Room Tax Fund		132,000						132,000
Transfer from Street Fund		554,945			-			554,945
Transfer from URA - South Beach Fund		274,150						274,150
Transfer from URA - North Side Fund		1,032,100	100,000					1,132,100
Transfer from City Facilities Fund		35,000						35,000
Total Revenues:		10,140,645	1,039,678	-	100,000	-	-	11,280,323
402 - Capital Projects - Governmental Fund								
6110 - General								
Wayfinding Sign Project - Phase 3 (12018)	12018	-	4,825					4,825
SE 35th & HWY 101 Signalization Improvement (13018)	13018	-	31,986					31,986
SB Utility Undergrounding (AKA Ferry Slip Utility Undergrounding) Phase 2 & 3 (15017)	15017	598,139	49,458					647,597
Sharrows Bay Blvd Fr Naterlin East to John Moore (15019)	15019	-	10,000					10,000
South Beach Right-of-Way Acquisition (17004)	17004	149,777						149,777
Chestnut Street Trail Project (17005)	17005	50,000						50,000
Building Demolition Reserve -NE Corner 35th and US 101 (17008)	17008	371,226						371,226
Big Creek Bridge Abutment Repair (17009)	17009	350,000			(147,000)			203,000
Northside TSP Update/Downtown Revitalization Plan (17014)	17014	-	-					-
SW 9th Angle to Hubert Street and Sidewalk Improvements (19002)	19002	-	21,450					21,450
US 101 NW 25th to NW 36th Street Sidewalk Project (19009)	19009	205,200						205,200
Preliminary Design - Infill of Sidewalk on Elizabeth Street (21020)	21020	50,000						50,000
Downtown Revitalization Plan - Land Use and Business Façade Loan/Grant Component (21023)	21023	50,000	100,000					150,000
Parking Study Implementation (Phase 1) (21045)	21045	200,000	336,357					536,357
Conduct Intersection Control Eval. & Signal Warrant Analysis NE 36th and SE 40th and 101 (21049)	21049	25,000						25,000
Pedestrian Activated Rapid Flashing Beacon at US 20 & Eads St Crosswalk (21050)	21050	272,731	19,070					291,801
Windows/Siding at the Greater Newport Chamber of Commerce Building (21-23041)	21-23041	107,000						107,000
SE Marine Drive Streetlights (21-23049)	21-23049	35,000						35,000
Access Improvements to Yaquina Head ONA (Lighthouse to Lighthouse Trail) (21-23059)	21-23059	250,000						250,000
Yaquina Bay Estuary Management Plan Update (24-22001)	24-22001	10,000						10,000
Annexation of Unincorporated Pockets in South Beach (24-22002)	24-22002	500,000						500,000
Update City Emergency Operations Plan (24-22027)	24-22027	15,000	5,000					20,000
Project Management Support - URA Projects (24-23054)	24-23054	250,000						250,000
Parking Study Implementation (Phase 2) (24-23060)	24-23060	50,000						50,000

CITY OF NEWPORT
Budget with Supplements/Transfer Resolutions
Fiscal Year 2023-2024

Fund Appropriation Level	Project No.	7/1/2023 Adopted Budget # 3987	9/18/2023 Resolution # 3994	11/6/2023 Resolution #3997	1/29/2024 Resolution #4004	Resolution	Resolution	Total Adjusted Budget
Vision 2040 Update (24-23061)	24-23061	50,000						50,000
North URA Property Acquisition (24-23062)	24-23062	-	26,649					26,649
Traffic Studies and Warrant Analysis - Multiple Locations (25-22029)	25-22029	150,000	38,295					188,295
Enhanced Pedestrian Crossing at NW 60th and US 101 (25-22030)	25-22030	200,000						200,000
South Beach Loop Path Improvements (25-22031)	25-22031	335,000						335,000
South Beach Placemaking Improvement Package (25-22032)	25-22032	250,000						250,000
NW/NE 11th Street Bicycle Lane Project (25-22033)	25-22033	50,000						50,000
Moore/Harney/US 20 Intersection and Street Improvements (25-22034)	25-22034	2,182,920						2,182,920
Feasibility Study for sidewalk Infill (25-22035)	25-22035	25,000	25,000					50,000
Improve intersection at US 101 and 57th (Movie Theater driveway) (25-22036)	25-22036	300,000						300,000
Street Repair and Improvement Program (25-23010)	25-23010	446,397				(158,438)		287,959
Sidewalk and Bicycle Improvements (25-23011)	25-23011	20,000						20,000
Slurry/Crack Seal Pilot (25-23014)	25-23014	30,000						30,000
Oceanview Drive Slide and Storm Emergency Repair (25-23070)	25-23070	-				405,000		405,000
Total General Appropriations		7,578,390	668,090	-	99,562	-	-	8,346,042
6130 - Airport								
AIP32 Obstruction Removal Phase I - Design & Bidding Services (17023)	17023	101,722	(8,340)					93,382
AIP27 Airport Storm Drainage Pipe Rehab.-Design and Construction (21026)	21026	1,363,789	(10,181)					1,353,608
Large Septic Installation at Newport Municipal Airport (23-22003)	23-22003	640,000						640,000
Storm Pipe Flex Seal Installation (23-22006)	23-22006	94,444						94,444
Automate City of Newport-Seal Rock Water District Intertie to Improve Airport Fire Flows (23-22007)	23-22007	150,000						150,000
BIL Projects such as Addition of Hangers (23-23040)	23-23040	166,000						166,000
Total Airport Appropriations		2,515,955	(18,521)	-	-	-	-	2,497,434
Transfers Out								
Transfer to URA - North Side Fund		-	37,554					37,554
Transfer to Capital Projects - Proprietary Fund		-			438			438
Total Transfer Appropriations		-	37,554	-	438	-	-	37,992
Total Appropriations:		10,094,345	687,123	-	100,000	-	-	10,881,468
Reserve for Future Expenditures		46,300	352,555					398,855
Unappropriated Ending Fund Balance		-						-
Total Capital Projects - Governmental Fund		10,140,645	1,039,678	-	100,000	-	-	11,280,323
CAPITAL PROJECTS - GOVERNMENTAL FUND - 402		-	-	-	-	-	-	-
403 - Capital Projects - Proprietary Fund								
Beginning Fund Balance		4,580,976	1,387,603					5,968,579
Revenues		14,251,559			30,000			14,281,559
Transfer from General Fund								-
Transfer from Street Fund		50,000						50,000
Transfer from SDC Fund		-	88,433					88,433
Transfer from URA - South Beach Fund		325,000						325,000
Transfer from Capital Projects - Governmental Fund		-			438			438
Transfer from Capital Projects - Proprietary Fund		128,500						128,500
Transfer from Capital Improvement Fund		59,838	10,000					69,838
Transfer from Water Fund		302,136						302,136

CITY OF NEWPORT
Budget with Supplements/Transfer Resolutions
Fiscal Year 2023-2024

Fund Appropriation Level	Project No.	7/1/2023 Adopted Budget # 3987	9/18/2023 Resolution # 3994	11/6/2023 Resolution #3997	1/29/2024 Resolution #4004	Resolution	Resolution	Total Adjusted Budget
Transfer from Wastewater Fund		235,000						235,000
Transfer from Stormwater Fund		80,000						80,000
Total Revenues:		20,013,009	1,486,036	-	30,438	-	-	21,529,483
403 - Capital Projects - Proprietary Fund								
6210 - Water Capital Projects								
Big Creek Dam Preliminary Design (11025)	11025	625,000	(37,586)					587,414
Golf Course Drive Water System Improvement Phase 2 (15035)	15035	103,070	(2,316)					100,754
Main Tanks Replacement (16013)	16013	1,205,922	199,962					1,405,884
Siletz Water Quality Study (16015)	16015	48,044	(8,452)					39,592
Water System Master Plan (19022)	19022	450,000	50,000					500,000
Fiber Installation at NE 71ST Street PS and Tank (20016)	20016	-	4,206					4,206
Big Creek Dam Early Warning System (21005)	21005	25,000	50,000					75,000
WTP Excess Recirculation (XR) Upgrade/Storage Building (21006)	21006	1,000,000	143,360					1,143,360
Underbay Waterline Crossing (21014)	21014	332,857	88,314					421,171
SE Harney St Sidewalk from SE Moore Dr to Yaquina View Elementary (21019)	21019	-	9,267		438			9,705
Big Creek Dam #2 Spillway Hazard Mitigation/Valve & Drain Pipe Repair (21053)	21053	194,336	75,000					269,336
Mid Coast Water Conservation Partnership (24-23001)	24-23001	20,000						20,000
Strategic Grant Consulting Services - Dig Deep Research (24-23002)	24-23002	540,000						540,000
Cathodic Protection - Engineering & Construction (28-22037)	28-22037	50,000	40,225					90,225
Big Creek Dam (Detailed Design & Construction (28-22040)	28-22040	12,429,584						12,429,584
Main Water Storage Tank Roof Inspection & Repair (28-23043)	28-23043	100,000						100,000
Drinking Water Protection Plan (28-23069)	28-23069	-			30,000			30,000
Total Water Appropriations		17,123,813	611,980	-	30,438	-	-	17,766,231
6220 - Wastewater Capital Projects								
WWTP Master Plan (16016)	16016	-	248,444					248,444
Northside Pump Station Dechlorination Project (NDP) & Facility Improvements (18016)	18016	800,000						800,000
Easement Acquisitions - Utilities (20002)	20002	58,500						58,500
Replacement of Fire Panels at WWTP (21054)	21054	125,000						125,000
Clarifier #1 Refurbishment (26-22038)	26-22038	270,000						270,000
Schooner Sewer Bypass (26-22039)	26-22039	48,766	187,429					236,195
Influent Pump Station (IPS) Repairs (26-22043)	26-22043	-	4,650					4,650
Lift Station Security (26-23048)	26-23048	54,838	19,222					74,060
WWTP Centrifuge Project (26-23050)	26-23050	800,000	40,000					840,000
Total Wastewater Appropriations		2,157,104	499,745	-	-	-	-	2,656,849
6230 - Stormwater Capital Projects								
Land Purchase on High Street by Sam Moore Park (17011)	17011	35,000						35,000
Storm Sewer Realignment NE Avery Between NE 3rd and 4th (21008)	21008	-	5,000					5,000
Storm Drain Replacement on NW Spring Street (21009)	21009	10,000	12,075					22,075
Sinkhole and Catch Basin at NE Douglas St (25-23016)	25-23016	50,000						50,000
Stormwater Master Plan Update (27-23007)	27-23007	181,921	10,000					191,921
Total Stormwater Appropriations		276,921	27,075	-	-	-	-	303,996
Transfers								
Transfer to Capital Projects - Proprietary Fund		128,500						128,500
Transfer to Stormwater Fund		150,000						150,000
Total Transfer Appropriations		278,500	-	-	-	-	-	278,500

CITY OF NEWPORT
Budget with Supplements/Transfer Resolutions
Fiscal Year 2023-2024

Fund Appropriation Level	Project No.	7/1/2023 Adopted Budget # 3987	9/18/2023 Resolution # 3994	11/6/2023 Resolution #3997	1/29/2024 Resolution #4004	Resolution	Resolution	Total Adjusted Budget
	Total Appropriations:	19,836,338	1,138,800	-	30,438	-	-	21,005,576
Reserve for Future Expenditures		176,671	347,236					523,907
Unappropriated Ending Fund Balance		-						-
	Total Capital Projects - Proprietary Fund	20,013,009	1,486,036	-	30,438	-	-	21,529,483
CAPITAL PROJECTS - PROPRIETARY FUND - 403								
404 - Reserve Fund								
Beginning Fund Balance		2,514,459			33,748			2,548,207
Revenues		29,195						29,195
Transfer from General Fund		275,401	12,400					287,801
Transfer from Recreation Fund		10,000						10,000
Transfer from Reserve Fund		50,000						50,000
	Total Revenues:	2,879,055	12,400	-	33,748	-	-	2,925,203
404 - Reserve Fund								
Fire		685,000	22,000					707,000
Emergency Coordinator		44,800						44,800
Library		10,000						10,000
Transfer to General Fund		4,406						4,406
Transfer to Recreation Fund		7,500						7,500
Transfer to Reserve Fund		50,000						50,000
Transfer to City Facilities Fund		620,440						620,440
Contingency Account		-						-
	Total Appropriations:	1,422,146	22,000	-	-	-	-	1,444,146
Reserve for Future Expenditures		1,456,909	(9,600)		33,748			1,481,057
Unappropriated Ending Fund Balance		-						-
	Total Reserve Fund	2,879,055	12,400	-	33,748	-	-	2,925,203
RESERVE FUND - 404								
405 - Capital Improvement Fund								
Beginning Fund Balance		2,764,184	278,629		21,864			3,064,677
Revenues		39,000			390,000			429,000
Transfer from Recreation Fund		108,220	500					108,720
Transfer from City Facilities Fund		3,550,859			42,000			3,592,859
	Total Revenues:	6,462,263	279,129	-	453,864	-	-	7,195,256
405 - Capital Improvement Fund								
6310 - City Hall Improvements								
City Hall Fire Panel Replacement (19025)	19025	34,995	(10,000)					24,995
City Campus Electrical Backup Power Phase 2 (21002)	21002	137,257						137,257
City Hall Roof and Seismic Evaluation (21030)	21030	175,000						175,000
City Hall Parking Vehicle Charging Stations (21042)	21042	-	45,942					45,942
IT Room Cooling Unit Replacement (21-22013)	21-22013	-	9,661					9,661
City Hall Lighted Parking Bollards (21-23027)	21-23027	18,600						18,600
City Hall Council Chambers Carpet (21-23047)	21-23047	13,750						13,750

CITY OF NEWPORT
Budget with Supplements/Transfer Resolutions
Fiscal Year 2023-2024

Fund Appropriation Level	Project No.	7/1/2023 Adopted Budget # 3987	9/18/2023 Resolution # 3994	11/6/2023 Resolution #3997	1/29/2024 Resolution #4004	Resolution	Resolution	Total Adjusted Budget
City Hall Landscape Renovation (22-22023)	22-22023	149,000						149,000
Total City Hall Improvements Appropriations		528,602	45,603	-	-	-	-	574,205
6311 - City Hall Police Improvements								
Impound Yard Secure Storage Building (21-22015)	21-22015	24,000						24,000
Police Office Carpet (21-23034)	21-23034	12,000						12,000
Total City Hall Police Improvements Appropriations		36,000	-	-	-	-	-	36,000
6312 - Library Improvements								
Library Heater Replacement (21-22014)	21-22014	20,000	(10,854)					9,146
Total Library Improvements Appropriations		20,000	(10,854)	-	-	-	-	9,146
6320 - Fire Improvements								
Main Fire Station Diesel Exhaust Extraction System (21028)	21028	56,300	20,000					76,300
Remodeling Upstairs of Main Fire Station (21-22016)	21-22016	30,000						30,000
Joint Fire Facility with ODF at Agate Beach (21-22021)	21-22021	50,000						50,000
Retrofit Upstairs HVAC System at Main Fire Station (21-23030)	21-23030	30,000						30,000
Fire Department Training Facility Relocation (26-23055)	26-23055	100,000						100,000
Total Fire Improvements Appropriations		266,300	20,000	-	-	-	-	286,300
6325 - PAC Improvements								
PAC Remodel (20018)	20018	2,090,084	49,197		425,000			2,564,281
PAC HVAC Control System (21029)	21029	359,000	(400)					358,600
PAC Signage (21-22020)	21-22020	20,000						20,000
PAC Chiller/Cooling Unit (21-23062)	21-23062	425,000			(425,000)			-
Shelter for Art Bus (21-23064)	21-23064	7,500						7,500
Performing Arts Center (PAC) Landscape - East (22-23052)	22-23052	12,000						12,000
Total Fire Improvements Appropriations		2,913,584	48,797	-	-	-	-	2,962,381
6326 - VAC Improvements								
VAC Fire Panel Replacement (19026)	19026	8,595	(4,000)					4,595
VAC Upper Roof (21-22012)	21-22012	-	85,192					85,192
VAC LED Lighting Upgrade (21-23042)	21-23042	30,000						30,000
VAC Two Moveable Walls (21-23065)	21-23065	4,500						4,500
Total VAC Improvements Appropriations		43,095	81,192	-	-	-	-	124,287
6330 - 60+ Center Improvements								
60+ Center Reception Area Remodel (18015)	18015	96,611						96,611
60+ Activity Center Wallpaper Removal and Painting (21-23033)	21-23033	20,000						20,000
60+ Activity Center Landscape (22-23035)	22-23035	14,500						14,500
Total 60+ Center Improvements Appropriations		131,111	-	-	-	-	-	131,111
6331 - Recreation Center Improvements								
Modify & Enlarge Outside Play Area for Child Center (20008)	20008	120,000	8,954					128,954
Pool Repair and Investigation (21004)	21004	170,127	9,400					179,527
Replace Double Doors in Small Gym (21039)	21039	6,615	(6,615)					-
HVAC Control System for Recreation Center (21056)	21056	160,000	20,000					180,000
Replacement of Rec Center Roof (21-22009)	21-22009	377,904						377,904
Purchase and Installation of New Overhead Light Fixtures at Aquatic Center (21-22017)	21-22017	23,000						23,000
UV System for the Aquatic System (21-22018)	21-22018	90,000						90,000
Recreation Center Fire Panel Replacement (21-22042)	21-22042	74,045	(26,000)					48,045

CITY OF NEWPORT
Budget with Supplements/Transfer Resolutions
Fiscal Year 2023-2024

Fund Appropriation Level	Project No.	7/1/2023 Adopted Budget # 3987	9/18/2023 Resolution # 3994	11/6/2023 Resolution #3997	1/29/2024 Resolution #4004	Resolution	Resolution	Total Adjusted Budget
Alarm System for Aquatic Center (21-23025)	21-23025	14,000						14,000
Breezeway Security/ADA Upgrade Card-Lock System with Release Mechanism at Front Desk (21-23029)	21-23029	10,000						10,000
Total Recreation Center Improvements Appropriations		1,045,691	5,739	-	-	-	-	1,051,430
6380 - Parks & Grounds Improvements								
Big Creek Watershed Forest Resource Assessment (21047)	21047	65,000						65,000
Forest Health Assessment (22-23066)	22-23066	50,000						50,000
Tire Removal on the Bay Front (22-23067)	22-23067	15,000						15,000
Nye Beach Restroom Floor Resurface (21-23045)	21-23045	6,500						6,500
Magnetic Locks for Bathroom Access Doors (22-23037)	22-23037	25,000						25,000
Sam Moore Restroom (22-23039)	22-23039	250,000						250,000
Deco District Park (18010)	18010	112,042						112,042
Ocean to Bay Trail Wayfinding Signage (21043)	21043	40,000						40,000
Agate Beach Staircase Terminus Improvement (21059)	21059	135,000	7,176					142,176
Abby Street Pier Modifications (21-23028)	21-23028	14,000						14,000
Agate Beach Neighborhood and Dog Park Improvements (22-22022)	22-22022	260,000			390,000			650,000
Resurfacing of Frank Wade Park Tennis Courts (22-22024)	22-22024	18,000			42,000			60,000
Urban Orchard (22-22025)	22-22025	38,500						38,500
Kiosk Replacement at Ocean to Bay Trail (22-23036)	22-23036	10,000						10,000
Playground Equipment Replacement (22-23038)	22-23038	80,000						80,000
Betty Wheeler Park - Retaining Wall Repair (22-23053)	22-23053	250,000						250,000
Frank Wade Bench and Path at Community Garden (22-23068)	22-23068	10,000						10,000
Total Parks & Grounds Improvements Appropriations		1,379,042	7,176	-	432,000	-	-	1,818,218
Transfers								
Transfer to General Fund		-			21,864			21,864
Transfer to Capital Projects - Proprietary Fund		59,838	10,000					69,838
Total Transfers Appropriations		59,838	10,000	-	21,864	-	-	91,702
Total Appropriations:		6,423,263	207,653	-	453,864	-	-	7,084,780
Reserve for Future Expenditures		39,000	71,476					110,476
Unappropriated Ending Fund Balance		-						-
Total Capital Improvement Fund		6,462,263	279,129	-	453,864	-	-	7,195,256
CAPITAL IMPROVEMENT FUND - 405								
601 - Water Fund								
Beginning Fund Balance		786,818			(70,251)			716,567
Revenues		5,413,298		(286,500)				5,126,798
Interfund Loan		-		292,000				292,000
Transfers In		-						-
Total Revenues:		6,200,116	-	5,500	(70,251)	-	-	6,135,365
601 - Water Fund								
Water Plant		1,560,897	21,575					1,582,472
Water Distribution		1,328,186		5,500				1,333,686
Water Administration Programs		1,215,828						1,215,828
Transfer to Street Fund		70,000						70,000
Transfer to Debt Service - Water Fund		880,874						880,874

CITY OF NEWPORT
Budget with Supplements/Transfer Resolutions
Fiscal Year 2023-2024

Fund Appropriation Level	Project No.	7/1/2023 Adopted Budget # 3987	9/18/2023 Resolution # 3994	11/6/2023 Resolution #3997	1/29/2024 Resolution #4004	Resolution	Resolution	Total Adjusted Budget
Transfer to Debt Service - Governmental Fund		5,826						5,826
Transfer to Capital Projects - Proprietary Fund		302,136						302,136
Contingency Account		410,491	(21,575)			(70,251)		318,665
	Total Appropriations:	5,774,238	-	5,500	(70,251)	-	-	5,709,487
Reserve for Future Expenditures		-						-
Unappropriated Ending Fund Balance		425,878						425,878
	Total Water Fund	6,200,116	-	5,500	(70,251)	-	-	6,135,365
WATER FUND - 601								
		-	-	-	-	-	-	-
602 - Wastewater Fund								
Beginning Fund Balance		177,675			381,690			559,365
Revenues		6,112,965						6,112,965
Transfer from Debt Service - Wastewater Fund		11,444						11,444
	Total Revenues:	6,302,084	-	-	381,690	-	-	6,683,774
602 - Wastewater Fund								
Wastewater Plant		2,443,940	30,000		94,186			2,568,126
Wastewater Collections		772,393			156,000			928,393
Wastewater Administrative Programs		1,369,184						1,369,184
Transfer to Street Fund		70,000						70,000
Transfer to Debt Service - Wastewater Fund		611,251						611,251
Transfer to Debt Service - Governmental Fund		1,166						1,166
Transfer to Capital Projects - Proprietary Fund		235,000						235,000
Contingency Account		447,732	(30,000)		131,504			549,236
	Total Appropriations:	5,950,666	-	-	381,690	-	-	6,332,356
Reserve for Future Expenditures		-						-
Unappropriated Ending Fund Balance		351,418						351,418
	Total Wastewater Fund	6,302,084	-	-	381,690	-	-	6,683,774
WASTEWATER FUND - 602								
		-	-	-	-	-	-	-
603 - Stormwater Fund								
Beginning Fund Balance		152,653			(27,060)			125,593
Revenues		1,454,187		(286,500)				1,167,687
Interfund Loan		-		292,000				292,000
Transfer from Capital Projects - Proprietary Fund		150,000						150,000
	Total Revenues:	1,756,840	-	5,500	(27,060)	-	-	1,735,280
603 - Stormwater Fund								
Stormwater Maintenance		866,939		5,500				872,439
Transfer to Debt Service - Stormwater Fund		628,461						628,461
Transfer to Capital Projects - Proprietary Fund		80,000						80,000
Contingency Account		87,407			(27,060)			60,347
	Total Appropriations:	1,662,807	-	5,500	(27,060)	-	-	1,641,247
Reserve for Future Expenditures		-						-

CITY OF NEWPORT
Budget with Supplements/Transfer Resolutions
Fiscal Year 2023-2024

Fund Appropriation Level	Project No.	7/1/2023 Adopted Budget # 3987	9/18/2023 Resolution # 3994	11/6/2023 Resolution #3997	1/29/2024 Resolution #4004	Resolution	Resolution	Total Adjusted Budget
Unappropriated Ending Fund Balance		94,033						94,033
Total Stormwater Fund		1,756,840	-	5,500	(27,060)	-	-	1,735,280
STORMWATER FUND - 603		-	-	-	-	-	-	-
701 - Public Works Fund								
Beginning Fund Balance		645,916			156,903			802,819
Revenues		1,626,502						1,626,502
Transfers In		-						-
Total Revenues:		2,272,418	-	-	156,903	-	-	2,429,321
701 - Public Works Fund								
Public Works Administration		542,179						542,179
Engineering		1,377,847	78,441					1,456,288
Transfers Out		-						-
Contingency Account		198,790	(78,441)		156,903			277,252
Total Appropriations:		2,118,816	-	-	156,903	-	-	2,275,719
Reserve for Future Expenditures		-						-
Unappropriated Ending Fund Balance		153,602						153,602
Total Public Works Fund		2,272,418	-	-	156,903	-	-	2,429,321
PUBLIC WORKS FUND - 701		-	-	-	-	-	-	-
711 - City's Facility Fund								
Beginning Fund Balance		652,389			101,259			753,648
Revenues		1,936,873						1,936,873
Transfer from General Fund		1,853,215			24,000			1,877,215
Transfer from Room Tax Fund		1,852,439			24,000			1,876,439
Transfer from SDC Fund		25,000						25,000
Transfer from Reserve Fund		620,440						620,440
Total Revenues:		6,940,356	-	-	149,259	-	-	7,089,615
711 - City's Facility Fund								
Facility Administration		403,443						403,443
City Hall Facility		251,639						251,639
Fire Facilities		75,093						75,093
Library Facility		112,504						112,504
Park Maintenance		881,731			6,000			887,731
Custodial		318,030						318,030
Piers & Broadwalks		23,759						23,759
Performing Arts Center		169,720						169,720
Visual Arts Center		99,487						99,487
Street Lights		448,055						448,055
Transfer to Capital Projects - Governmental Fund		35,000						35,000
Transfer to Capital Improvement Fund		3,550,859			42,000			3,592,859
Contingency Account		499,964			101,259			601,223
Total Appropriations:		6,869,284	-	-	149,259	-	-	7,018,543

CITY OF NEWPORT
Budget with Supplements/Transfer Resolutions
Fiscal Year 2023-2024

Fund Appropriation Level	Project No.	7/1/2023 Adopted Budget # 3987	9/18/2023 Resolution # 3994	11/6/2023 Resolution #3997	1/29/2024 Resolution #4004	Resolution	Resolution	Total Adjusted Budget
Reserve for Future Expenditures		71,072						71,072
Unappropriated Ending Fund Balance		-						-
Total City's Facility Fund		6,940,356	-	-	149,259	-	-	7,089,615
CITY FACILITIES FUND - 711		-	-	-	-	-	-	-
CITY'S BALANCING AMOUNTS:								
TOTAL RESOURCES:		114,423,353	3,055,203	11,000	1,832,618	-	-	119,322,174
TOTAL APPROPRIATIONS		104,732,668	2,293,536	595,000	1,918,978	-	-	109,540,182
TOTAL NON APPROPRIATIONS		9,690,685	761,667	(584,000)	(86,360)	-	-	9,781,992
TOTAL DISTRIBUTIONS		114,423,353	3,055,203	11,000	1,832,618	-	-	119,322,174
TOTAL CITY BUDGET BALANCE		-	-	-	-	-	-	-

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: January 16, 2024

Agenda Item:

Public Hearing and Potential Adoption of Resolution No. 4009, a Resolution Adopting a Position Profile as Standards, Criteria, and Policy Directives to be Used in Hiring a City Manager and Allowing for Public Comment.

Background:

In preparation for my retirement in July 2024, the City Council has entered into an agreement with Jensen Strategies, LLC, to conduct the recruitment and hiring process for a new city manager for the City of Newport. ORS 192.660(2)(a) provides that it is permissible to conduct executive sessions to consider employment of a Chief Executive Officer, provided certain conditions are met. This includes adoption of hiring standards and timetable in connection with the recruitment and hiring process. The decision to formally hire a new city manager will be done in public session, however, the review of applicants, interviews, and discussion of the applicants will be done in executive session in accordance with this resolution.

One other issue that was discussed by Council at the work session was the salary range that would be advertised for this position. Jensen Strategies outlined a range for Council consideration. There was a general consensus that a range of \$150,000 to \$180,000 would be appropriate to include in the advertisement for this position.

Following the general schedule, it will include position advertising from February 6 to March 11, review of the applications, and preliminary Zoom interviews by Jensen Strategies. This information will be shared with the City Council during an executive session that will be held on Monday, April 1. Jensen Strategies will conduct background and reference checks on the finalists, with interviews scheduled for the week of April 15. There will be staff and community receptions and panel interviews by selected general public members, a panel of staff members, and a panel of professional public managers, prior to the interviews by City Council. City Council will interview the finalists on Thursday, April 18, in a day-long interview process in executive session. On the morning of April 19, the City Council will meet in executive session to deliberate on the candidates interviewed for this position. A public meeting will be scheduled on Friday, April 19 to consider making a job offer to one of the candidates or extending the search process, if necessary.

Recommendation:

I recommend the Mayor conduct public hearing on Resolution No. 4009, a resolution adopting the position profile as standards, criteria and policy directives to be used in hiring a city manager and allowing for public comment.

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

I move to adopt Resolution number 4009, a resolution adopting the position profile as standards, criteria and policy directives to be used in hiring a city manager.

I further recommend the City Council consider the following motion:

I move to direct Jensen Strategies to provide a salary range of \$150,000 to \$180,000 as part of the recruitment materials for the hiring of a city manager.

Fiscal Effects:

The salary range will be used in developing the budget for the fiscal year beginning July 1, 2024.

Alternatives:

Modify the standards, or as suggested by the City Council.

Respectfully submitted,

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

Spencer Nebel
City Manager

**CITY OF NEWPORT
RESOLUTION NO. 4009**

**A RESOLUTION ADOPTING THE POSITION PROFILE AS THE STANDARDS, CRITERIA, AND
POLICY DIRECTIVES TO BE USED IN HIRING A CITY MANAGER AND ALLOWING FOR PUBLIC
COMMENT**

WHEREAS, the City Manager has announced his intent to retire in July 2024 which will create a vacancy in the position of City Manager; and
WHEREAS, the City Council has initiated efforts to recruit and hire a City Manager by retaining the services of Jensen Strategies, LLC; and
WHEREAS, pursuant to ORS 192.660(2)(a) it is permissible to conduct an executive session to consider employment of a chief executive officer provided certain conditions are met; and
WHEREAS, the City Council may need to conduct two or more executive sessions to consider candidates for the position of City Manager; and
WHEREAS, prior to conducting any executive session on the matter, there must be an opportunity for public comment on the employment of a City Manager and the standards, criteria, and policy directives to be used in the hiring process, and the hiring procedures; and
WHEREAS, the City of Newport’s recruitment consultant, Jensen Strategies, LLC, actively solicited robust input through one-on-one Council interviews, staff interviews, a community session, as well as an online survey open to staff and community members to guide the production of a draft Position Profile and hiring procedures reviewed by the Newport City Council at a special January 8, 2024 work session; and
WHEREAS, the purpose of the Position Profile is to outline the standards, criteria, and policy directives that will be used in reviewing and hiring the City Manager candidates in addition to the desired knowledge, skills, and abilities being sought.

THE CITY OF NEWPORT RESOLVES AS FOLLOWS:

Section 1. The position profile, attached as Appendix A, is adopted as the standards, criteria, and policy directives to be used by the City Council in the hiring of a new City Manager.

Section 2. The hiring procedures, attached as Appendix B, are adopted as the hiring procedures to be used by the City Council in the hiring of a new City Manager

Effective Date. This Resolution shall become effective upon adoption.

Adopted by the Newport City Council on January 29, 2024.

Jan Kaplan, Mayor

ATTEST:

Erik Glover, Assistant City Manager/City Recorder

STATE OF NEW YORK
RESOLUTION NO. 4002

ENACTED AT THE SENATE CHAMBER, ALBANY, ON APRIL 22, 1964.
APPROVED BY THE GOVERNOR ON APRIL 22, 1964.

Section 1. The State Education Department is authorized to...
Section 2. The State Education Department is authorized to...
Section 3. The State Education Department is authorized to...
Section 4. The State Education Department is authorized to...
Section 5. The State Education Department is authorized to...
Section 6. The State Education Department is authorized to...
Section 7. The State Education Department is authorized to...
Section 8. The State Education Department is authorized to...
Section 9. The State Education Department is authorized to...
Section 10. The State Education Department is authorized to...

SECTION OF NEW YORK STATE STATUTES

Section 1. The State Education Department is authorized to...
Section 2. The State Education Department is authorized to...
Section 3. The State Education Department is authorized to...
Section 4. The State Education Department is authorized to...
Section 5. The State Education Department is authorized to...
Section 6. The State Education Department is authorized to...
Section 7. The State Education Department is authorized to...
Section 8. The State Education Department is authorized to...
Section 9. The State Education Department is authorized to...
Section 10. The State Education Department is authorized to...

APPROVED BY THE GOVERNOR

1. The State Education Department is authorized to...

APPENDIX A

NEWPORT CITY MANAGER RECRUITMENT

CITY MANAGER PROFILE

Required Minimum Education / Experience

The City Manager position requires a bachelor's degree in public administration, planning, political science, or related field, and at least five years of upper-level local government management experience. Equivalent combination of education and experience may be considered.

Preferred Education / Experience

The City prefers a candidate with an advanced degree in public administration or related field (e.g., Master of Public Administration), an active member or ICMA Credentialed Manager (ICMA-CM), five or more years' experience serving as a City Manager, and 10 or more years of increasingly responsible public sector experience. Expertise and/or training in public infrastructure work, public finance, and initiatives related to diversity, equity, and inclusion is highly desired. Oregon local government experience is helpful.

Desired Skills / Attributes

Leadership and Management

The City Manager should be an experienced, approachable, well-rounded, impartial leader and manager who can cultivate an effective and efficient organizational approach with vision and creativity. These qualities include the ability to provide clear direction, effectively support and oversee multi-disciplinary departments, balance priority initiatives, promote equitable practices in the organization, and foster a shared organizational vision and culture. The City Manager must demonstrate management experience working with limited staff capacity to ensure operational effectiveness through collaboration, workload delegation, accountability, and common purpose. A leadership style that values and practices consistent and clear communication, teamwork, humility, professionalism, and integrity is essential. The City Manager is expected to uphold a commitment to continuous learning and professional development opportunities as practicable. Ability to implement effective and expeditious recruitments to fill key staff vacancies while ensuring continuity of operations departments is necessary. A personal demeanor which is personable, calm, even tempered, inclusive, respectful, and empathetic is desired.

Council Relations

The City Manager is expected to proactively facilitate a professional, responsive, equitable, and inclusive relationship with the City Council to support their work as the policy making body. It is expected this support include assisting the Council with challenging policy decisions by providing impartial background information as well as facilitating the development and adoption of long-term goals and strategies. An ability to effectuate Council policy decisions by directing City staff and ensuring adequate resources are available for implementation is important. Maintaining a continual awareness of the City's operations and legal obligations to ensure regulatory compliance and informed decision-making is expected. Demonstrated experience conducting effective and well-organized public meetings to foster meaningful dialogue, inclusivity, transparency, and time management is helpful. A commitment to maintain a robust Council member onboarding process and support is desired.

Communication

The City Manager must be an articulate and consistent communicator to facilitate effective internal and external organizational coordination and understanding. An ability to engage and/or collaborate with diverse City audiences including City Council, staff, other local government officials, community members, nonprofits, businesses, and other stakeholders is essential. The City Manager should demonstrate emotional and cultural competency, transparency, humility, inclusion, ethics, and accessibility when communicating with all individuals or groups. In addition, experience and proficiency to facilitate two-way dialogues on complex policy issues with neutrality, equity, and respect is imperative. Verbal and written communication should be offered with clarity, substance, and conciseness.

Public Infrastructure and Facilities

The City Manager should understand the components and processes for implementing large, complex capital projects for municipal infrastructure such as water, wastewater, and stormwater, as well as facilities. Excellent management and communication skills to effectively manage, guide, prioritize, and lead City efforts and multi-disciplinary technical teams to achieve tangible project outcomes are critical. An aptitude to identify and pursue creative and strategic financing resources to fund infrastructure and facilities projects with sensitivity to impacts on taxpayers is important. An ability to effectively communicate the need and impact of infrastructure and facilities improvements as well as keep partners, stakeholders, and community members informed of progress is necessary. Familiarity with sustainable energy approaches and other measures to reduce contributions to climate change is beneficial.

Public Finance

The City Manager should possess excellent public finance experience and proficiency to maintain the City's solid financial position and high-quality services, fund major infrastructure and facilities projects, maintain high quality City services, and ensure long-term sustainable resources. This experience should include municipal finance aptitude to support responsible and strategic fiscal management integrated with City Council goals and a community vision. The City Manager will manage and pursue diverse revenue sources to support City operations, large capital projects, and other priorities. An ability to manage taxpayer dollars in a fiscally prudent and transparent manner while balancing the varied interests of residents and businesses. Effective communication and engagement related to fiscal decisions such as utility rates, potential taxes, bond measures, and levies is imperative. Prior knowledge or the ability to quickly learn Oregon budget law and requirements including rules related to Urban Renewal Districts.

Human Resources

The City Manager should possess excellent human resource planning and management experience to maintain, attract, retain, and enhance an effective City workforce within fiscally responsible parameters. A commitment to developing, continuing, revising, and implementing personnel policies and initiatives to promote a supportive, team-oriented, and efficient workplace environment is essential. In addition, the City Manager should have the ability to plan for current and future workforce needs by attracting and developing talented professionals through recruitments and proactive succession planning. Union relations experience including labor negotiations is beneficial.

Community Engagement

The City Manager is expected to be an effective communicator and liaison to the community. As such, an ability to develop and implement effective approaches, including social media and online resources, to inform and meaningfully engage the community in City activities and decisions are important. Community outreach should be inclusive of diverse populations, cultures, and perspectives. The City Manager is expected to practice accessibility, professionalism, respect, and employ a respectful even-handed approach to differing views and interests. Experience and capability to facilitate transparent, inclusive, and consensus building community dialogue around important and complex civic matters is essential. The City Manager is expected to be a visible leader that promotes and facilitates regular engagement between the City and community.

Streets and Transit

The City Manager must have knowledge to effectively manage planning, maintenance, and construction of streets as well as enhance connectivity of the City's transit network. Beneficial experience includes street asset maintenance and enhancement, traffic and parking management, coordination of intergovernmental projects, and efforts to enhance multi-modal transportation systems. In addition, a familiarity with supporting local transit options and partnerships to promote safe, income accessible transportation options City-wide is desired.

Community and Economic Development

The City Manager should have knowledge and experience to plan and implement community and economic development initiatives that support City goals and economic resilience. An ability to balance diverse interests and needs while planning for long-term community economic health is important. Experience and skills to facilitate meaningful community dialogues about development goals, placemaking initiatives, and implementing the community's vision is desirable. Knowledge to foster the development of local industries that support career-oriented workforces. Familiarity or capacity to effectively operate within Oregon's land use laws, including coastal goals, and urban renewal management is important. A commitment to sustainable economic growth through focusing development on underdeveloped assets connected or accessible to City infrastructure is important.

Diversity, Equity, and Inclusion (DEI)

The Newport City Council places a high importance on incorporation of diversity, equity, and inclusion (DEI) principles as an integral part of the City's public processes, policies, and operations. The City Manager should have a personal and professional commitment to cultural competency and a working understanding of the principles and issues related to racial and social equity. Experience or knowledge to cultivate greater racial and social equity awareness and practices within the City organization and in community engagement is highly desirable. Experience building trusting relationships with underrepresented communities, increasing language and/or physical accessibility, and other inclusionary efforts for all Newport community members is important. Specific knowledge or experience working with Latiné, Ukrainian, other eastern European, indigenous Native American, and South American populations is beneficial.

Housing Policy & Houselessness

The City Manager should have knowledge of current policies and approaches to support affordable housing including options for a tourism and regional industrial economy workforce. An ability to facilitate housing development opportunities that meet City goals and can be supported by the City's infrastructure capacity is important. In addition, an ability to support the City's existing camping and parking policies, County-led shelter efforts, as well as other opportunities to provide resources to address public health and safety concerns is important.

Intergovernmental Relations

The City Manager must be able to work collaboratively with other local or regional jurisdictions to identify and pursue mutually beneficial projects and policy development opportunities while effectively advocating for City interests. An ability to enhance and expand strong working relationships with the County, State, Federal, and other local governments including those with a local presence such as National Oceanic and Atmospheric Administration (NOAA) or the Coast Guard will be necessary.

Emergency Planning

The City Manager should have relevant knowledge or experience to coordinate with partners to plan for emergencies and ensure the City is prepared to protect and aid its citizens in the event of a disaster. Familiarity with coastal emergency management planning and implementation is beneficial. An ability to proactively support emergency preparedness planning through infrastructure improvements, regional collaboration, and planning is important.

Technology

The City Manager should have the capacity to support the City's technology systems including seeking and evaluating fiscally prudent opportunities for new technologies. An ability to coordinate potential implementation of new software, tools, and process updates smoothly with appropriate engagement and transparency is important. This work will be particularly important until a new IT Director is recruited for the City.

Appreciation for Newport

The City Manager role is a high-profile local leader who serves as a liaison for the City with the community and should appreciate and invest in Newport's unique culture. It is expected the City Manager will embrace and promote Newport's wellbeing, diversity, rich natural beauty, passion for public arts, and help bring the Newport 2040 Vision to fruition.

Understanding of City Government Roles

The City Manager should have a thorough understanding of the Council-Manager form of government and the proper roles of bodies and individuals within such governments. The City Manager will be expected to help ensure the City Council, staff, and advisory bodies are all operating effectively with each other and within their legally defined roles.

Policy Directives

Big Creek Dam Replacement Project

Like other Oregon coastal communities, a majority of the City's key infrastructure was constructed with substantial Federal support in the 1950s through the 1970s. Today, the City faces a backlog of maintenance, rising demands for additional capacity, and the need to update infrastructure systems while competing for limited federal dollars and other funding sources. Currently, the City of Newport has two water reservoirs located at the Upper and Lower Big Creek Dams (constructed in the 1950s and 1970s respectively). The upper dam has been deemed high hazard and the lower dam has been classified as potentially unsafe. Both dams are not seismically sound posing a substantial risk of compromising the City's water supply not to mention immediate flooding impacts on a small number of residential homes (~20) and the City's water treatment plant.

Over the last decade, the City completed feasibility assessments and is preparing requisite financing and design work to move forward with the recommended option to a new concrete dam between the original dams. This \$100-million-dollar plus project, the City's largest-ever infrastructure project, has been allocated \$14 million from the State of Oregon to conduct design and permitting for a replacement dam and \$60 million has been authorized, but not appropriated, in federal funding to date. Additional revenues will be needed requiring additional federal and state funding and voter-approved general obligation or revenue bonds for a local match. In addition, negotiated land acquisitions or private access easements will be needed to establish access roads.

The next City Manager will need to continue leading this complex and critical project effectively and strategically, keeping it on schedule to avoid increases in construction costs, while providing transparency and updates for the Newport community.

Wastewater Treatment Plant Replacement

With a growing population, a large seasonal influx of tourists, and a robust fishing and food processing industries, Newport needs a reliable City wastewater infrastructure. The City is completing a wastewater treatment plant master plan which recommends the treatment plant be upgraded and expanded within the next decade to meet growing demand and to avoid future discharges that could lead to Oregon Department of Environmental Quality violations and fines. With a preliminary projected construction cost of \$100 million, this project will be on par with the size and complexity of the Big Creek Dam replacement. It will be incumbent upon the next manager to possess the expertise and organization to effectively coordinate this work concurrently with the Big Creek Dam replacement. This requires supporting financing efforts to secure funding for the plant as well as regular sewer and collection system upgrades on an annual basis to avoid other major issues in the future.

Workforce Development & Workplace Culture

In recent years, the City of Newport has experienced staffing challenges related to retirements, departures to pursue new opportunities, competition with other employers, or inability of employees to find affordable housing options. These factors have resulted in a substantial number of key position vacancies which are typically difficult to fill quickly as well as a potential loss of institutional knowledge. These positions currently include the City Engineer, Information Technology Director, Public Communications Director, and anticipated retirements of executive managers including the Fire and Police Chiefs. In response, the City has been working to develop and implement recruitment processes, succession planning, and workplace culture initiatives to promote retention of staff and sharing of institutional knowledge.

A workplace culture conditions and opportunities assessment that has been under development for several years is being completed and has and will provide prioritized recommendations for City Council's consideration. These include changes related to work schedule, employee recognition, workload management, professional development for growth and capacity planning, and opportunities to improve overall recruitment and retention outcomes. The next City Manager will need to support and ensure ongoing work to implement adopted recommendations, promote the City of Newport as an Employer of Choice, further succession planning, as well as evaluate staffing assignments and efficiencies.

Urban Renewal

The City of Newport has a number of important urban renewal efforts underway in various stages of implementation. The City Manager serves as the Executive Director of the agency.

Northside Urban Renewal District - City Center Revitalization Project

With Highways 101 and 20 entering the City core, Newport has limited options in downtown to reduce traffic impacts, conduct beautification initiatives, enhance walkability (sidewalks and a cross walk), and promote economic and residential development. In 2015, the City established the Northside Urban Renewal District which has funding to finance area improvement projects. A Transportation Growth Management grant has been obtained to develop a City Center Revitalization Plan. Key concepts in the plan will include consideration of two options to upgrade Highway 101, incentivize façade improvements, establishment of a permanent farmers market location, a 20-year downtown revitalization plan, and developing additional sidewalk and active transportation amenities. This planning effort will guide a decision for City Council and ODOT on selecting one of two proposed options for Highway 101, allowing the City to collect public input and make a final decision. The planning process will occur over an 18 month period.

Encouraging residential development in the downtown core is intended to promote growth in underdeveloped areas already connected to City services allowing the City to grow more sustainably and cost-effectively. The next City Manager will be integral to developing the final plan and implementation of these urban renewal projects.

South Beach Urban Renewal District

Redevelopment efforts to be completed in the South Beach area include establishing a robust bike and walking network, enhancing South Beach placemaking through improvements to landscaping and public art, intersection improvements at SE 40th and US 101, and various infrastructure improvements. This URA is anticipated to close to new projects in December of 2025 with the capture of taxes ending in 2027. The next City Manager will be expected to effectively prioritize and implement the funds' final investments and manage the sunsetting of this initiative.

APPENDIX B

NEWPORT CITY MANAGER RECRUITMENT

HIRING PROCEDURES

Phase 1: Position Advertisement

- 1.1 Recruitment Brochure Development:** The consultant will develop a professional, comprehensive recruitment brochure designed to attract the highest quality applicants. Organization-specific information will be incorporated into the brochure, including an overview of department functions/services, staff size, budgetary information, and current challenges and policy priorities. Community information will be added, including a description of the community with quality-of-life details. The brochure will conclude with position compensation information, including salary and benefits package, as well as information on how to apply for the position and the recruitment timeline.

- 1.2 Position Advertisement:** The consultant will execute a comprehensive position advertisement process designed to attract a diverse pool of qualified and well-suited candidates. The approach will be multi-faceted and will include advertising the position on high-profile managerial and specialization-specific websites, within professional publications and periodicals, and in other forums as appropriate. The consultant will also leverage an extensive professional network to directly contact qualified managers and inform them of the opening.

Phase 2: Screening of Candidates

- 2.1 Initial Application Screening:** Candidates will provide a resume, a cover letter, and a Jensen Strategies recruitment questionnaire. The consultant will review the application (resume, cover letter, and supplemental question submission) against the City Manager Profile, remove all non-responsive applications, and determine which candidates best fit the City's needs.

- 2.2 Preliminary Interviews:** The consultant will conduct preliminary interviews via Zoom with the candidates who best fit the candidate profile, as well as with any veterans who meet the position's minimum qualifications (as required by Oregon law).

2.3 Recommendation of Finalists: The consultant, in a City Council executive session, will present the results of the initial review process and provide recommendations for up to four finalists. For transparency purposes, the consultant will provide information on other candidates interviewed but not recommended as finalists. The consultant will facilitate a discussion to assist the Council in reaching consensus on the finalists they want to be interviewed. Subsequently, the consultant will provide a press release for the City to distribute announcing the finalists after we receive permission from those candidates for public disclosure of their candidacy.

2.4 Background Checks on Finalists: The consultant will engage a background check firm to perform comprehensive background checks on all finalists. Background checks will include:

- County criminal searches
- State criminal searches
- Federal criminal searches
- National criminal database searches
- Sex offender searches
- Motor vehicle searches
- Education/degree verification
- Employment verification
- Credit checks
- Civil litigation

2.5 Reference Checks on Finalists: Upon selection as a finalist, candidates are asked to provide a minimum of four professional references. The consultant will take the necessary time to thoroughly discuss the candidates with references they provide, as well as other knowledgeable contacts, asking incisive questions to gain a comprehensive understanding of their abilities as managers and potential fit for the city.

2.6 Finalist Receptions: Prior to the final interviews, two receptions will be held to provide opportunities to interact with the finalists, ask them questions, and form general impressions of the candidates. The first reception will be open to the City staff, and the second reception will be open to members of the public. At both

receptions, attendees will have an opportunity to provide online feedback concerning their impressions of the finalists to help inform the final selection process.

2.7 Finalist Interviews: Finalists will be interviewed in-person by four panels consisting of (1) the City Council, (2) local government managers from other jurisdictions, (3) a panel of community members, and (4) a panel of department heads. Interviewers will receive an informational packet containing interview questions and comprehensive information on each finalist. After panel interviews have been completed, the Council, in an executive session, will be presented with feedback from the other three panels, the staff and community receptions, and the results of background and reference checks. The consultant will facilitate the Council in reaching consensus on its preferred candidate.

2.8 Formal Council Designation of Preferred Candidate: In accordance with Oregon public meetings law, the City Council will formally designate its preferred candidate at a regular business meeting open to the public.

NEWPORT CITY MANAGER RECRUITMENT SCHEDULE

Week of	Actions
Week of January 15 th	Council official adoption – January 16 th
Weeks of January 22 nd and January 29 th	Recruitment brochure finalization
Week of February 5 th to March 4 th	Position advertisement- Position open (2/6 – 3/11)
Week of March 11 th	Initial application screening
Weeks of March 18 th and March 25 th	Preliminary Zoom interviews
Week of April 1 st	Recommendation and selection of finalists Executive Session- Monday, April 1 st
Week of April 8 th	Background/reference checks on finalists
Week of April 15 th	Tuesday- April 16 th - Staff and Community Receptions Wednesday, April 17 th - Panel Interviews Thursday, April 18 th - Executive Session: Council Interviews Friday, April 19 th - Executive Session: Deliberation Regular Session: Announcement of Selection

NEWPORT CITY MANAGER RECRUITMENT 2024

Adoption of Official Position Documents

Official adoption of certain documents is required under Oregon law for a City Council to hold an executive session for the purpose of considering the employment of a new City Manager (per ORS 192.660(2)(a) and ORS 192.660(7)(d)). These documents include:

- Position Profile (containing Hiring Standards, Criteria, and Policy Directives)
- Hiring Procedures

The City of Newport recruitment consultant, Jensen Strategies, LLC, gathered input through one-on-one interviews, online staff and community surveys, and an offered public input session, which was used to prepare a draft position profile and hiring procedures for the City's 2024 City Manager Recruitment. These documents are attached hereto as Appendices A and B, respectively. The documents will be reviewed, considered, and if deemed appropriate, approved at a meeting of the Newport City Council that affords an opportunity for public comment.

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: January 29, 2024

Agenda Item:

From Oregon Cascades West Council of Governments - Nominations of Officials from the City of Newport to Serve on the Cascades West Area Commission on Transportation and the Technical Advisory Committee.

Background:

The terms of Mayor Kaplan and Beatriz Botello expired on the Cascades West Area Commission on Transportation (CWACT) on December 31, 2023. Nominations for reappointment are required by January 31st for consideration by the OCWCOG Board of Directors to appoint members to the CWACT. Since there was no decision as to who was willing to serve in these roles at the January 2 Council meeting, I have added this item to the January 29 Special meeting.

The CWACT Full Commission meets at least quarterly, on the fourth Thursday of the month from 5:00 pm 7:00 pm. Meetings are held both in person and virtually, depending on the meeting topics and need. The CWACT Full Commission member for each jurisdiction must be an elected official. Alternates do not need to be elected officials. Nominations must be made during a legally convened public meeting of the City Council, Commission, or Tribal Council, as appropriate.

This is an important committee since it provides a forum for local governments in the Linn, Benton, and Lincoln County Regions to collaborate on transportation issues of Regional and Statewide significance. Among other work items, the CWACT solicits public input on transportation needs and provides recommendations to ODOT and the OTC on project priorities for the Statewide Transportation Improvement Program (STIP). This is the plan that directs funding to communities for transportation projects.

The CWACT also has a Technical Advisory Committee (TAC). It would be good for the Council to reconfirm Derrick Tokos as a member of this committee representing the City of Newport. If there is not an elected member willing to serve as an alternate to CWACT, Derrick would be eligible for appointment by the Council as the City's alternate as well. Please review this information (and the information below) and let Mayor Kaplan know if you are interested in serving as the City's representative or alternate on the CWACT.

Recommendation:

I recommend that the Council Consider the following motion:

**I move to nominate to the Cascade West Area Commission on Transportation
_____ as primary representative and _____ as alternate**

representative, and Derrick Tokos as the representative on the Technical Advisory Committee for **two-year terms.**

Fiscal Effects:

None.

Alternatives:

As suggested by the City Council.

Respectfully submitted,

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

Spencer R. Nebel
City Manager

Cascades West Area Commission on Transportation Nomination Form

The following individuals have been nominated to represent (City/County/Port/Tribe) _____ on the Cascades West Area Commission on Transportation (CWACT). The nominations were made during a legally convened public meeting of the (City Council/Commission/Tribal Council) _____ on (date) _____.

Signed: _____ Date _____ Time _____

CWACT Full Commission Primary Representative

Name & Title: _____

Mailing Address: _____

City _____ State _____ Zip _____

Phone: _____ FAX: _____

E-mail: _____

CWACT Full Commission Alternate Representative

Name & Title: _____

Mailing Address: _____

City _____ State _____ Zip _____

Phone: _____ FAX: _____

E-mail: _____

CWACT Technical Advisory Committee (TAC) Representative

Name & Title: _____

Mailing Address: _____

City _____ State _____ Zip _____

Phone: _____ FAX: _____

E-mail: _____

Melanie Nelson

From: Spencer Nebel
Sent: Tuesday, January 23, 2024 12:02 PM
To: Melanie Nelson
Subject: FW: CWACT Full Commission and Technical Advisory Committee Membership Nominations - DUE WEDNESDAY, JANUARY 31, 2024
Attachments: CWACT Member Nomination Fillable Form.pdf

Please attach my report and both this email and the attachment to the email in the Jan 29 special meeting. SRN

From: Jan Kaplan <J.Kaplan@NewportOregon.gov>
Sent: Friday, January 12, 2024 4:07 PM
To: Spencer Nebel <S.Nebel@NewportOregon.gov>; Erik Glover <E.Glover@NewportOregon.gov>
Subject: Fwd: CWACT Full Commission and Technical Advisory Committee Membership Nominations - DUE WEDNESDAY, JANUARY 31, 2024

I forget who was going to replace me on the COG Transportation but we need to approve and send to them. (In case you didn't get this mail)

Jan Kaplan, Mayor
City of Newport

From: Ashlyn Muzechenko <amuzechenko@ocwcog.org>
Sent: Tuesday, December 12, 2023 2:19:54 PM
To: Justin Peterson <jpeterson@ocwcog.org>; Nick Meltzer <nmeltzer@ocwcog.org>
Cc: Ashlyn Muzechenko <amuzechenko@ocwcog.org>; Emma Chavez Sosa <EChavez@ocwcog.org>
Subject: CWACT Full Commission and Technical Advisory Committee Membership Nominations - DUE WEDNESDAY, JANUARY 31, 2024

[WARNING] This message comes from an external organization. Be careful of embedded links.



CWACT Full Commission and Technical Advisory Committee
 Member Nominations
 Due Wednesday, January 31, 2024

The **Cascades West Area Commission on Transportation (CWACT)** provides a forum for local governments in the Linn, Benton, and Lincoln County Regions to collaborate on transportation issues of Regional and Statewide significance. The CWACT is a standing committee of Oregon Cascades West Council of Governments (OCWCOG), and the OCWCOG Board of Directors will formally appoint Full Commission Membership. *According to the CWACT Bylaws: **ARTICLE III- Membership Representation on the CWACT shall be as follows: a) Each of the following entities shall be invited to nominate one representative and one alternate as voting members of the CWACT: 1. All incorporated***

cities in the Cascades West region 2. Linn, Benton, and Lincoln Counties 3. All port districts and intermodal facilities in the Cascades West region 4. All federally recognized Indian tribes in the Cascades West region. (The current list of CWACT Full Commission Members can be found on our Website: [Cascades West Commission on Transportation | OCWCOG](#).)

The terms of approximately half the members of the CWACT Full Commission will be expiring on December 31, 2023, and need to be renewed for another two-year term (2024-2025). **Please visit this website for the current CWACT Full Commission membership list: [Cascades West Commission on Transportation | OCWCOG](#) to see if your member's term is expiring and will need to be re-elected or a new member assigned.**

The CWACT Full Commission primary member for each jurisdiction must be an elected official. **Alternates do not need to be elected officials. Nominations must be made during a legally convened public meeting of the City Council, Commission, or Tribal Council, as appropriate.**

The CWACT also has a **Technical Advisory Committee (TAC)**. Each entity that is a voting member of the CWACT is invited to nominate a representative to the TAC. Members of the TAC do not need to be elected officials. The TAC acts in the direction of the CWACT Full Commission and provides technical information, advice, and recommendations. Please visit this website for the current CWACT TAC membership list: [CWACT Technical Committee | OCWCOG](#).

Please see the member nomination form (PDF) [attached](#) for the CWACT Full Commission and TAC nominations. Once the form is completed, please scan or email it to amuzechenko@ocwcog.org.

The CWACT Full Commission meets at least quarterly, on the fourth Thursday of the month from 5:00 pm 7:00 pm. Please see the CWACT Website ([Linked HERE](#)) for the 2024 meetings schedule. Meetings are held both in person and virtually, depending on the meeting topics and need. The CWACT TAC meets on an as needed basis. More information about CWACT is available by clicking this link: [Cascades West Commission on Transportation | OCWCOG](#).

If you have any further questions, please feel free to reach out via email.

Kind Regards,

Ashlyn Muzechenko

Ashlyn Muzechenko

Administrative Assistant

Community and Economic Development
Oregon Cascades West Council of Governments
1400 SE Queen Ave, Suite 205
Albany OR, 97322
541-812-2002 Direct
541-967-4651 Fax
www.ocwcog.org

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: January 16, 2024

Agenda Item:

From the Airport Committee - Land Lease for Hangar Site D-3 to Michael and Karyn Vest.

Background:

On January 9, 2024 the Airport Committee recommended that Council provide its consent for the sale of a hangar on hangar site D-3 to Michael and Karyn Vest, and entered into a land lease for a new initial lease term of 15 years, and terminate the existing lease with 5D Holdings, LLC.

Recommendation:

I recommend that the City Council consider the following motion:

I move to consent to the sale of the hangar located on hangar site D-3 to Michael and Karyn Vest, and enter into a land lease with Michael and Karyn Vest for a new initial lease term of 15 years, and to terminate the existing land lease with 5D Holdings, LLC, effective on the date of the new lease with Michael and Karyn Vest.

Fiscal Effects:

None by this action. The City will continue to receive lease payments from hangar site D-3.

Alternatives:

None recommended.

Respectfully submitted,

Spencer Nebel
City Manager



STAFF REPORT
CITY COUNCIL
AGENDA ITEM

Meeting Date: January 16, 2024

Title: Land lease for hangar site D3 to Michael & Karyn Vest.

Prepared by: Lance Vanderbeck, Airport Director

Recommended Motion: Recommendation to City Council to consent to the sale of the hangar, on hangar site D3 to Michael & Karyn Vest, and enter into a land lease with Michael & Karyn Vest for a new initial lease term of 15 years, and to terminate the existing land lease 3415 with 5D Holdings, LLC effective on the date of the new lease with Michael & Karyn Vest.

Background Information:
During the January 9, 2024 Airport Committee meeting approved a recommendation to City Council to approve a new land lease for hangar site D3 to Michael & Karyn Vest.

Real Estate agent Nancy Moore informed city staff through email on December 28, 2023 hangar D3 was placed under contract with Michael & Karyn Vest. Currently, Mr. Vest is in the process of purchasing aircraft N43091 Archer II, pending final inspection.

Fiscal: Continued revenue for airport.

Attachments: Draft Lease for Michael & Karyn Vest.

**NEWPORT MUNICIPAL AIRPORT
HANGAR SITE LAND LEASE AGREEMENT**

BETWEEN: The City of Newport, an Oregon Municipal Corporation **(Lessor)**

AND: Michael & Karyn Vest **(Lessee)**

EFFECTIVE DATE:

RECITALS

- A. The Newport Municipal Airport (Airport) is operated by and under the jurisdiction of Lessor. In accordance with sound Airport management practices, the Airport rules and regulations and the Airport Plan of Development, as updated and amended from time to time, and other relevant policies of Lessor that apply to Airport usage, certain areas of the Airport are reserved for each of the several types of activities that occur.
- B. Lessee desires to construct and maintain a hangar at the Airport in an area designated for such facilities, and Lessor is willing to Lease the land to Lessee for the purpose of constructing and maintaining such a hangar in accordance with the terms and conditions set forth in this Lease.
- C. The following are attached and incorporated as part of the Lease:
Exhibit A - Description and Map of Leased Premises (land only).

AGREEMENT

- 1. Lease. For the purpose stated in this Lease and on the other terms and conditions stated herein, Lessor leases to Lessee the land as described on the attached Exhibit A, consisting of 2,500 square feet (Leased Premises).
- 2. Initial Term for a New Lease. The period of the Lease will be fifteen (15) years, commencing [REDACTED] and expiring [REDACTED] subject to earlier termination in accordance with the terms of this Lease.
- 3. Extension Term. Provided Lessee is not in default in the performance of any term or condition of this Lease, Lessee shall have the option to extend this Lease for two (2) additional terms of five (5) years per term, commencing with the expiration of the first or additional term, upon the following conditions:
 - 3.1 The extension option may be exercised at any time between 360 and 60 days prior to the expiration of the initial term, or any extension term, with written notice given to Lessor by the Lessee. If not exercised within such period and in such manner, the option to extend shall be void. Even if exercised timely, the granting of the option is conditional upon the provisions in this Paragraph 3.

- 3.2 Within sixty (60) days after receipt of Lessee's notice of exercise of the extension option, Lessor shall cause the improvements to be inspected by the Building Official for the City of Newport. The inspection shall be for the purpose of determining the condition of the improvements.
- 3.3 Following the inspection, Lessor shall notify Lessee of the inspection results, including a list of any necessary repairs. The additional term shall be contingent upon Lessee's completion of any necessary repairs and/or resolution of code compliance issues.
- 3.4 Additionally, Lessor may require as a further condition to Lessee's right to continue the Lease for an extension term, that Lessee make such alterations, improvements, or repairs Lessor deems necessary or appropriate for the good of the Airport, taking into consideration the state of repair and condition of other similar and newer improvements located at the Airport, and the overriding desire to maintain clean, safe, and attractive facilities for other users of the Airport. Items considered for improvement shall include, but shall not be limited to, structural integrity of the hangar, exterior finish, condition and operation of doors, and condition of roof. To effectuate any such additional conditions, Lessee's right to continue the Lease during the extension term shall be subject to a supplemental document between Lessor and Lessee, setting forth a reasonable time, determined by Lessor, in which such alterations and repairs will be made, and providing that upon Lessee's failure to make such alterations and repairs within that period, the extension term shall immediately terminate, in which event the provisions of Paragraph 18 shall apply.
- 3.5 As used herein, the Building Official is the individual occupying that position or similar position at the time the inspection is made, or that person's designee or agent, or the individual occupying a similar position in a successor agency or governmental unit having building code jurisdiction over the Airport facilities.
- 3.6 Upon the expiration of the two (2) additional terms of five (5) year extensions, the lease shall terminate. At that time, Lessee may negotiate with Lessor on the terms and conditions of a new lease.

4. **Basic Rent.**

- 4.1 Basic rent is \$0.277 per square foot of ground space per year. Basic rent shall be due and payable on a monthly basis, \$57.71 monthly (\$692.50 annually), prorated to the first day of the month following signing, and due on the same day of each month thereafter.
- 4.2 Any payments or partial payments not made under this Lease shall bear interest at the rate of twelve percent (12%) per annum until paid.

5. **Adjustments to Basic Rent.**

5.1 **CPI Adjustment.** The basic rent provided in Paragraph 4 shall be increased each year by a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor. Comparisons shall be made using the index entitled, "U.S. City Average/All Items and Major Group Figures for all Urban Consumers Portland Area (1982-84 = 100)," or the nearest comparable data on changes in the cost of living, if such index is no longer published. The change shall be determined by comparison of the figure for the previous January 1, with that of January 1 of the current year. In no event shall this calculation cause a reduction in base rent below that payable during the preceding year. The proposed adjustment shall be presented to Lessee by Lessor thirty (30) days prior to the effective date of the assessment.

5.2 **Challenge.** Lessee may give Lessor notice, within thirty (30) days of the notice of rental adjustment, challenging Lessor's figures. If any such challenge is not made within thirty (30) days, Lessee's challenge to the figures presented by Lessor shall be deemed waived. The challenge shall be restricted to Lessor's calculations of increases relating to Lessee and, if not resolved by the parties, will be referred to arbitration as described in Paragraph 23.

5.3 **Fee.** An annual maintenance fee may be established for hangar lease sites at the Airport pursuant to resolution of the Newport City Council as provided under Newport Municipal Code 9.40.010.

6. **Taxes.** Lessee shall pay when and if levied, any taxes on the Leased Premises, as well as any taxes on improvements and fixtures constructed and maintained on the Leased Premises. If any taxes on the Leased Premises are levied against the Lessor, they shall be reimbursed to the Lessor within thirty (30) days of written notice from Lessor to Lessee.

7. **Pre-Approval of Plans; Required Reviews.** Lessee shall construct and maintain upon the Leased Premises an aircraft hangar which shall in all respects comply with applicable laws, rules, regulations, ordinances, and resolutions of all governmental entities, including Lessor. The plans and specifications of the hangar shall be subject to approval by Lessor. Lessee shall submit such plans and specifications for the Community Development Department's departmental review process. No site preparation or construction shall be commenced without first obtaining the written approval of the City Manager or designee. The Lease will be subject to Lessee obtaining any required reviews for impact on project stormwater erosion control, and any other reviews deemed necessary by Lessor.

8. **Construction of Improvements.** Lessee shall construct its planned facilities and install therein all necessary fixtures, equipment, and accessories, all of which

shall be in accordance with the terms and conditions of this Lease and any applicable city code or FAA requirements. Lessee shall complete construction of the new improvements within two (2) years after the Effective Date of this Lease. Existing improvements shall be deemed to have been appropriately constructed so long as they are well-maintained and meet all applicable city code and FAA requirements. It is expressly understood that upon the expiration of the Lease, all hangar improvements shall become property of Lessor.

- 8.1 Lessee agrees to reimburse Lessor for the apportioned costs of roadway improvements including, but not limited to: excavation, paving, drainage, and fencing required for all extensions of the access road to the Leased Premises. Lessee shall be responsible for the cost of all extensions, as applicable, of all water, sewer, and other utilities to the Leased Premises, as well as any fees for obtaining service. Lessee shall be responsible for payment at the time improvements are completed. Lessee shall remit payment to Lessor within thirty (30) days from the date of invoice.
- 8.2 Lessee agrees to construct, at Lessee's expense, aircraft access improvements, including without limitation driveways, taxi lanes, aprons, and ramps to its planned facility. Construction and location of the access improvements shall comply with specifications set forth by Lessor at the time of plan's approval. Lessee understands that those portions of the constructed Airport access improvements situated outside the boundaries of the Leased Premises shall become, immediately upon their completion to Lessor's satisfaction, the property of Lessor. All construction and any connections to the runway of any apron or taxi lane shall in addition be governed by any rules or regulations regarding Airport operations and must be approved of and overseen by Airport management. Constructed facilities shall not be occupied until access is completed and accepted by Lessor.
- 8.3 Upon completion of improvements, Lessee shall provide an 8 ½" x 11" site plan detailing a scaled drawing of the Leased Premises, hangar foot print, office area, parking, landscaping, and any other improvements.
- 8.4 The provisions provided above do not relieve Lessee from compliance with all applicable building code requirements and acquiring all necessary licenses and permits from any governmental authority.
- 8.5 If the aircraft hangar or other improvements on the Leased Premises are damaged or destroyed, Lessee shall do whatever is necessary to repair, rebuild, or restore the structure and other improvements to substantially the same condition existing prior to the damage or destruction within 180 days of the date of destruction. Upon written request from Lessee, Lessor may extend the 180-day timeline to the extent reasonably necessary due to conditions beyond the control of Lessee.

9. **Use of the Leased Premises.** Use of the Leased Premises is limited to aeronautical uses. The Lessee may use the Leased Premises, at its own risk, for the following purposes and for no other purpose (including commercial or business use) without the prior written approval of the Airport Director:
 - 9.1 Construction of an aircraft hangar for private use by the Lessee in accordance with Airport rules and regulations;
 - 9.2 Storage of aircraft;
 - 9.3 Supplies, equipment, and other ancillary items necessary for the safe operations and maintenance of the Lessee's aircraft;
 - 9.4 Construction, maintenance, and repair of Lessee's aircraft by Lessee or by a person or firm in accordance with current and applicable future Airport rules and regulations.
 - 9.5 The hangar cannot be used for temporary or permanent residential use.
 - 9.6 Storage of non-aeronautical items that do not interfere with the aeronautical use of the hangar, in accordance with FAA and any related Airport rules and regulations.
10. **Lessee's Additional Use Rights.** Lessee shall have the use of Airport facilities and navigational aids for the purpose of landing, taking off, and taxiing of Lessee's aircraft, and related rights of ingress and egress 24 hours a day, subject to the current or any amended laws, rules, regulations, ordinances, and resolutions of applicable governmental bodies, including Lessor.
11. **Restriction on Assignment and Sublease.** Lessee shall not assign this Lease, or any interest herein, including a sale/purchase of Lessee's aircraft hangar, or sublease the Leased Premises without the prior written consent of Lessor. As a condition of any consent to assignment, Lessor may require one or more of the following:
 - 11.1 **Updating Lease.** Lessor may require or allow Lessee and/or the assignee to execute Lessor's then current form of hangar site Lease, including a new initial lease term of fifteen (15) years, or a partial or complete amendment of this Lease to incorporate the terms and provisions of Lessor's then current form of hangar site Lease.
 - 11.2 **Environmental Assessment.** If Lessor reasonably believes that there is a question regarding hazardous materials or other environmental issues that relate to Lessee's use of the premises, Lessor may require, as a condition of assignment, an environmental assessment. Such assessment would be at Lessee's expense, as a condition of approval of assignment.

- 11.3 Assumption. The assignee shall expressly assume Lessee's obligations under this Lease, as may be modified in accordance with Paragraph 11.1. Any approval of assignment is not a release from any and all obligations of Lessee under the Lease, except to the extent that Lessor specifically, in writing, releases Lessee from such obligations. This provision does not apply to any of assignor Lessee's obligations as set forth in Paragraph 12.6.
- 11.4 As a condition of approval, Lessor may require any improvements to the Leased Premises to bring it into compliance with rules or regulations of the Airport.
12. **Specific Obligations of Lessee.** In connection with Lessee's occupancy and use of the Leased Premises, the following specific conditions shall apply:
- 12.1 Utilities. Lessor shall not be obligated to furnish any utilities or utility services to the Leased Premises. If, upon Lessee's request, Lessor agrees to provide utility services to the Leased Premises as a condition of providing service, Lessee shall be responsible for all costs of installation of such service, including transmission lines, connection fees and utility service charges. Prior to construction, a payment agreement in a form acceptable to the Lessor shall be entered into between the parties. If payment includes costs of any transmission lines that have the potential for use by other lessees, there would be included a repayment schedule to the original paying Lessee as other parties apply for service. Such reimbursement agreement shall not exceed ten (10) years in length.
- 12.2 Maintenance. Lessee shall, at its own cost, keep and maintain the Leased Premises, including hangar building, grounds, and all other improvements in good condition and repair. In determining whether or not the Leased Premises are in proper condition, the Airport Director shall take into consideration the appearance and character of other similar improvements at the Airport which are in good condition and repair. It is specifically acknowledged that the condition or repair includes appearance and improvements of the Leased Premises, and therefore the condition of paint or other exterior finish. Lessee shall not store parts, equipment, or other materials outside the hangar structure. Lessee shall not permit any refuse or debris to be deposited or to accumulate on the Leased Premises. Lessee shall not permit any bird nesting or attractants on the Leased Premises. Failure to maintain the Leased Premises shall be deemed a breach of this Lease.
- 12.3 Taxi Lane. The cost of construction of the taxi lane shall be an obligation of the Lessee. Such construction shall be subject to the approval of the Lessor. Once constructed, the Lessor shall be responsible for maintenance and repair of the taxi lane. A taxi lane is defined as the portion of the aircraft parking area used for access between taxiways and

aircraft parking positions. A taxiway is defined as a path connecting runways with ramps, hangars, terminals, and other facilities.

- 12.4 Compliance with Laws. Lessee shall comply with all applicable laws, ordinances, resolutions, rules, and regulations of any governmental bodies having jurisdiction over the Airport with respect to Lessee's activity in relation to the use and occupancy of the Leased Premises, and of the Airport in general. Any act or failure to act by Lessee or by any subtenant, employee, invitee, or agent of Lessee in violation of any such laws, ordinances, resolutions, rules, and regulations shall be deemed a violation of this Lease.
- 12.5 Airport Rules and Regulations. Lessee's obligation under Paragraph 12.4 shall include, but not be limited to, the rules and regulations of the Airport. Lessor reserves the right to adopt additional rules and regulations and amend existing and future rules and regulations which govern the Leased Premises and the facilities at the Airport used by the Lessee. Lessee agrees to observe, obey, and abide by all such rules and regulations currently existing or hereafter adopted or amended. Any action or failure to act by Lessee or by any subtenant, employee, invitee, or agent of Lessee which is in violation of such rules and regulations shall be deemed a violation by Lessee of this Lease.
- 12.6 Environmental Laws. Lessee's obligations under this Lease specifically include, but are not limited to, strict and timely compliance with all environmental laws. Lessee shall ensure that all operations on the Leased Premises comply with all environmental laws and orders of any governmental authorities having jurisdiction under any environmental laws. Lessee shall exercise extreme care in handling hazardous substances and shall undertake any and all preventive, investigatory, or remedial action (including emergency response, removal, containment, and other remedial action) which is either required by any applicable environmental laws or orders of any governmental authority having jurisdiction under such laws, or necessary to prevent or minimize property damage, personal injury or damage to the environment or threat of any such damage or injury, by releases of, or exposure to, hazardous materials in connection with the Leased Premises or operations thereon. Lessee shall immediately notify Lessor upon becoming aware of any leak, spill, release or disposal of hazardous substances on, under, or adjacent to the Leased Premises. In the event Lessee fails to perform any of Lessee's obligations under this paragraph, Lessor may, but shall not be required to, perform such obligations at Lessee's expense. In performing any such obligations of Lessee, Lessor shall at all times be deemed the agent of Lessee and shall not, by reason of such performance, be deemed to be assuming any responsibility of Lessee under any environmental law or to any other third party. At any time Lessor reasonably requests, Lessee shall provide to Lessor further assurance of Lessee's compliance with this paragraph. The

assurances shall be in a form and substance satisfactory to Lessor, in Lessor's sole discretion, and may include but not be limited to, Lessee providing to Lessor an environmental audit or assessment from a source acceptable to Lessor, at Lessee's expense.

12.6.1 As used in this Lease, the term "environmental laws" means all state, federal, and local statutes, regulations, and ordinances relating to the protection of human health and the environment.

12.6.2 In this Lease, the term "hazardous materials" is used in its very broadest sense and refers to materials that, because of their quantity, concentration or physical, chemical, or infectious characteristics, may cause or pose a present or potential hazard to human health and to the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported, or otherwise handled on the Leased Premises. The term includes, without limitation, petroleum products or crude oil or any fraction thereof, and any and all hazardous or toxic substances, materials, or wastes as defined by or listed under the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation, and Liability Act, and any other environmental laws.

12.7 Signs. In addition to complying with any rule(s) or regulation(s) of Lessor pertaining to signs, Lessee shall not permit to be maintained any sign on the Leased Premises or at the Airport without the prior written approval of the Airport Director. This approval and rules and regulations are in addition to any rules or regulations that would apply to this site by any applicable governmental jurisdiction.

12.8 Aviation Easement. Lessee acknowledges that its right to use the Leased Premises shall be secondary and subordinate to the operation of the Airport. Lessor reserves a right of flight for the passage of aircraft in the airspace above the Leased Premises together with the right to cause noise inherent in the operation of aircraft. Lessee shall not take any action or construct any improvements that interfere with the navigational aids of flight operations of the Airport.

12.9 Security. Lessee recognizes its obligation to comply with federal airport security regulations. Lessee shall reimburse Lessor in full for any fines or penalties levied against Lessor for security violations as a result of any actions on the part of Lessee, its agents, invitees, or employees.

13. Liability to Third Parties.

13.1 Lessee's Indemnification. Lessee shall at all times indemnify, protect, defend, and hold harmless Lessor, its officers, agents, and employees

from any claims, demands, losses, actions, or expenses, including attorney fees, to which Lessor may be subject by reason of any property damage or personal injury arising or alleged to arise from the acts or omissions of Lessee, its agents, invitees, or employees, or in connection with the use, occupancy, or condition of the Leased Premises.

- 13.2 **Liability Insurance Required.** Lessee shall procure and maintain throughout the term of this Lease and any extension, at Lessee's cost, public liability and property damage insurance from a company authorized to do business in the State of Oregon with the combined single limit of not less than \$1,000,000 and the general aggregate of not less than \$2,000,000 for bodily injury, death, personal property or property damage in connection with Lessee's use or occupancy of the Leased Premises, or the exercise of enjoyment of rights or privileges granted by this Lease. Lessor shall have the right to require Lessee to increase the limits of such coverage from time to time to an amount deemed by Lessor to be reasonable in view of conditions and circumstances existing at the time of such increase. Such circumstances include any modification by either court ruling or legislative change to the maximum recovery allowed under the Oregon Tort Claims Act. The insurance shall name Lessor, its officers, agents, and employees as additional insureds with the stipulation that the insurance, as to the interests of Lessor, shall not be invalidated by any act or neglect or breach of contract by Lessee. Lessee shall provide Lessor with a certificate of insurance evidencing the required coverage, with a thirty (30) day notice of cancellation or material change in coverage and shall provide Lessor with such evidence that the policy remains in force as Lessor may require from time to time.
- 13.3 **Liens.** Except with respect to activities for which Lessor is responsible, Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Leased Premises and shall keep Leased Premises free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12% per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.
14. **Subordination.** This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the State of Oregon and/or the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds for the development of the Airport, or any amendments thereto.
15. **Cessation of Airport Operation.** Lessor, regardless of the terms of this lease, as a result of any orders of the State of Oregon, the United States, or any other

governmental unit or instrumentality, may cease airport operations. Lessee acknowledges Lessor's right to cease such operations and releases Lessor from any and all damage claims by Lessee against Lessor as a result of such cessation of operations. This release does not apply to any other party who may be the basis for Lessor's cessation of operations. Subject to the orders of cessation, Lessee shall be granted a period of twelve (12) months free of any rents and fees in which to cause the Leased Premises to be restored to a condition free of all improvements, including hangars and debris. Lessor shall not be liable to Lessee for any damages related to loss in use of the Leased Premises due to action under this paragraph. This provision does not eliminate any obligations of Lessee as a result of liability or indemnification obligations as set forth in other provisions of this lease.

16. **Airport Development.** Regardless of the term of this lease, Lessor, at Lessor's discretion or as a result of any orders of the State of Oregon, United States, or any other governmental unit or instrumentality having authority over the property may require the cessation of use of the specific Leased Premises for their leased purposes, prior to the expiration of this lease for the purpose of airport development. At Lessor's option and expense, Lessor shall either (1) dismantle and move to another leasable premises on the Airport property, and there re-erect Lessee's improvement(s) or, (2) purchase Lessee's improvement for fair market value as determined below. If Lessor acts under the first option, the lease reference to location of the Leased Premises shall change, and all other remaining terms of the expired lease shall continue in full force and effect.

Fair market value under the second option shall be for an amount not less than the fair market value of the improvement immediately prior to determination as determined by an appraisal conducted by an independent appraiser engaged by Lessor. Specifically, the appraiser shall not determine salvage value, but rather the fair market value of the improvement, assuming the Airport was to remain in existence or the party to continue to use the leased area. Purchase price shall be determined and all funds transferred within 180 days of termination. Obligations of removal shall be Lessor's. This action does not eliminate any obligations of Lessee as a result of any liability or indemnification obligations as set forth in other provisions of this lease.

17. **Eminent Domain.** If the Leased Premises and any improvements thereon are taken as a result of eminent domain proceedings, it shall be as if termination was a result of Paragraph 15, except the time allowed for removal of Lessee's improvements by Lessee shall be subject to the time limitation in any condemnation order or twelve (12) months, whichever is shorter. Lessor shall be entitled to all proceeds of condemnation as applied to the value of any real property condemned. Lessee shall be entitled to the value of all improvements. Lessee specifically waives any claims against Lessor as a result of condemnation, except such condemnation as may be instituted by Lessor upon Lessor's own actions and not as a result of any order by other governmental unit.

18. **Removal of Personal Property and Fixtures.**

18.1 Lessee shall remove all personal property and return the Leased Premises to proper condition upon the end of the term(s), or other cessation of use by Lessee, as set forth below. Lessee shall remove all Lessee property except fixtures permanently or semi-permanently affixed, which shall become property of the Lessor upon lease termination or abandonment by Lessee, and restore the grounds to a clean and orderly condition free of all debris.

18.2 Abandonment. If Lessee abandons the Leased Premises, Lessor may treat such abandonment as a default under this Lease, and Lessor may exercise any rights it may have as in the case of default for which Lessee is not entitled to notice. Lessee shall be deemed to have abandoned the Leased Premises if it fails to occupy the same for a period of three (3) months; however, Lessor may consider Lessee to have abandoned the Leased Premises by other acts, words, or conduct evidencing abandonment or intent to abandon the Leased Premises. Any personal property remaining on the Leased Premises sixty (60) days after termination of this Lease for any reason shall be deemed as abandoned by Lessee and Lessor may make any disposition of such personal property as it deems appropriate. Lessor may charge Lessee for the reasonable costs incurred in disposing of such personal property. Upon abandonment, Lessee loses all rights and options set forth in Paragraph 18.1. Lessee remains responsible for all Lessor's costs.

19. **Default.** Lessee shall be in default under this Lease upon the occurrence of any one or more of the following events (time of payment and performance being of the essence):

19.1 Failure of Lessee to pay any rent or other charges within thirty (30) days after the same becomes due.

19.2 Except as otherwise provided in this Paragraph 19, the failure of Lessee to comply with any term or condition, to fulfill any obligation, or to cure any violation of this Lease within thirty (30) days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within thirty (30) days, this provision shall be deemed complied with if Lessee begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. Lessor may require, as part of the cure of any violation by Lessee, reimbursement from Lessee for any and all costs and expenses incurred by Lessor by reason of Lessee's violation of this Lease.

- 19.3 If Lessee cures a deficiency in the manner described in Paragraph 19.2, Lessee's subsequent failure to comply with the same term or condition within twenty-four (24) months shall constitute immediate default without requirement of notice or opportunity to cure.
- 19.4 If Lessee sub-leases or otherwise assigns its interests in this Lease, except in accordance with the provisions of the Lease, default shall be automatic without requirement of notice or opportunity to cure.
- 19.5 Lessee shall also be in default in the event of:
1. Lessee's insolvency;
 2. An assignment by Lessee for the benefit of creditors;
 3. The filing by Lessee of a voluntary petition of bankruptcy action;
 4. Adjudication that Lessee is bankrupt;
 5. The filing of an involuntary petition of bankruptcy and the failure of Lessee to seek a dismissal of the petition within thirty (30) days after the filing; and
 6. The attachment of or the levy of execution on the Lease hold interest and failure of the Lessee to secure a discharge of the attachment or release of the levy of execution within ten (10) days after such attachment or execution;
 7. Abandonment of the Leased Premises.
20. **Inspections.** Lessor shall have, at all times during normal business hours, the right to enter into the Leased Premises and inspect Lessee's facilities and operations for the purposes of determining Lessee's compliance with its obligations under this Lease. Lessor shall provide at least 24 hours' notice before any inspection except in cases of emergency. Notice shall be sufficient if prominently posted on the building on the Leased Premises 24 hours prior to the inspection.
21. **Remedies on Default.** In the event of a default, the Lease may be terminated at the option of the Lessor by notice in writing to Lessee. The notice of termination may be included in a notice of failure of compliance given under Paragraph 19. If the Leased Premises is abandoned by Lessee in connection with a default, termination shall be automatic and without notice. If the Lease is terminated for any reason, Lessee's liability to Lessor for damages for breach shall survive such termination, and the rights and obligations of the parties shall be as follows:

- 21.1 Lessee shall vacate the Leased Premises immediately, remove any property of Lessee including any fixtures which Lessee is required to remove at the end of the Lease term, perform any cleanup, alterations or other work required to leave the Leased Premises in the condition required by this Lease at the end of the term, and deliver all keys to Lessor. Possession to any structure on the Leased Premises shall immediately revert to Lessor and Lessee shall have no right or claim against Lessor as a result thereof.
- 21.2 Lessor may re-enter, take possession of the Leased Premises, and remove any persons or property by legal action or self-help with the use of reasonable force and without liability for damages.
- 21.3 Following re-entry or abandonment, Lessor may relet the Leased Premises and in that connection may relet all or part of the Leased Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession, and may make any suitable alterations and/or refurbish the Leased Premises, or change the character or use of the Leased Premises, but Lessor shall not be required to relet to any Lessee which Lessor may reasonably consider objectionable.
- 21.4 The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law or as set forth in this Lease.
- 21.5 Any holding over after the expiration of the lease, with the written consent of Lessor, will be construed to be a tenancy from month to month, at 150% of the Basic Rent payable for the period immediately before the expiration of the Term and will otherwise be on the terms and conditions of this Lease. If Lessor consents to any such holding over, either party may thereafter terminate the tenancy at any time upon thirty (30) days' advance written notice to the other party. Any holding over without consent will be a tenancy at sufferance, which Lessor may terminate at any time without notice.
22. **Attorney Fees and Costs.** In the event any action or claim relating to the enforcement or interpretation of any of the terms of this Lease is made, except as stated in Paragraph 23, the prevailing party shall be entitled to recover all costs, fees, and expenses reasonably incurred, whether or not taxable as costs, including without limitation, attorney fees, inspection and investigation costs, copying charges, and all other related expenses.

In the event any litigation is commenced relating to this Lease, including but not limited to any action or participation by Lessee or Lessor in or connected with a case or proceeding under the Bankruptcy Code or any successor statute, the

prevailing party shall be entitled to recover all costs, fees and expenses reasonably incurred, before and after trial, and on appeal and review, whether or not taxable as costs, including without limitation, attorney fees (including estimated fees to collect a judgment entered in favor of the prevailing party), witness fees (expert or otherwise), deposition costs, inspection and investigation costs, copying charges and all other related expenses. Expenses incurred in the event of arbitration shall be treated as if they were expenses incurred in litigation.

23. **Arbitration.** If any contract dispute arises between the parties, it shall be decided by arbitration unless both parties agree to waive arbitration and proceed with litigation. Upon request for arbitration, the party requesting arbitration shall submit to the other party a list of the names of five independent arbitrators. The other party may select any one of the five. If the parties cannot decide on an arbitrator with qualifications that relate to the dispute at hand within fifteen (15) days, then either party may apply to the presiding judge of the Lincoln County Circuit Court, Oregon, to appoint the required arbitrator.

The Arbitrator shall proceed according to Oregon statutes governing arbitration, and any rules specifically adopted by the parties. If the parties do not agree upon rules for the arbitration, the Arbitrator shall establish rules and advise each respective party. The award of the Arbitrator shall have the effect provided in the Oregon Revised Statutes. The arbitration shall take place in Lincoln County, Oregon. Costs of arbitration and attorney fees and costs may be awarded to a party at the discretion of the Arbitrator.

24. **Discrimination Prohibited.** In connection with Lessee's use and occupancy of the Leased Premises and the conduct of its operations at the Airport, Lessee shall be bound by the following non-discrimination requirements:

24.1 General. Lessee will not discriminate against any person or class of persons by reason of race, color, national origin, sex, ancestry, creed, or on any other grounds prohibited by law.

24.2 Civil Rights Act. Lessee will not on the grounds of race, creed, color, national origin or on any other prohibited grounds, discriminate or permit any discrimination against any person or group of persons in any manner prohibited by Part 21 of the Rules and Regulations of the Secretary of Transportation, effectuating Title VI of the Civil Rights Act of 1964. Without limiting the generality of the foregoing, Lessee agrees not to discriminate against any employees or applicants for employment because of race, creed, color, national origin or on any other prohibited grounds.

24.3 FAA required terms. As required by the FAA, the following clauses are made part of Lessee's obligations under this Lease:

1. Lessee for itself, and its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does

hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a US Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. Lessee for itself, and its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction or any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Lessee shall use the Leased Premises in compliance with all requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

25. **Non-Waiver.** Waiver by either party of strict performance of any provisions of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provisions in the future or of any other provision. No act or omission shall constitute a waiver of this non-waiver clause.

26. **Notices.** Any notice required or permitted under this Lease shall be considered given when actually delivered in person or when deposited with postage prepaid in the United States mail as registered or certified mail:

To Lessor:

Newport Municipal Airport
c/o City of Newport
169 SW Coast Highway
Newport, Oregon 97365
541.574.0603
s.nebel@newportoregon.gov

To Lessee:

Michael & Karyn Vest
5605 SW Arbor Drive
South Beach, OR 97366
858-774-4553
mike@thevest.org

Or to such other address as may be specified from time to time by either of the parties in writing.

27. **Interpretation and Liability.** In interpreting this Lease, the singular shall include the plural. If Lessee consists of more than one individual or entity, each such individual and entity shall be jointly and severally liable for Lessee's obligations under this Lease.

The provisions of this Lease shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. Any actions or suits arising under this Lease must be brought in the appropriate court of the State of Oregon, and the parties hereby consent to venue in Lincoln County Circuit Court, Oregon, unless exclusive jurisdiction is in federal court, in which case venue shall be in federal district court for the District of Oregon.

28. **Succession.** Subject to the limitations set forth elsewhere in this Lease on the transfer of Lessee's interest, this Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors, and assigns.
29. **Clearing Matters of Record.** Only at the option of Lessor shall this Lease or a memorandum of this Lease be recorded. If, at the election of Lessor, Lessor determines to create and record a memorandum of this Lease, Lessee shall execute such memorandum at the request of Lessor. In the event this Lease or Lessee's interest in this Lease or in the Leased Premises becomes a matter of record by any means, directly or indirectly, without the consent of Lessor, then at any time after termination of this Lease or termination of Lessee's interest in this Lease, upon request by Lessor, Lessee shall execute documents, in recordable form, as Lessor may reasonably require evidencing the termination of Lessee's interest. This obligation shall survive termination of this Lease and termination of Lessee's interest in this Lease.
30. **Inconveniences During Construction.** Lessee recognizes that from time to time during the term of this Lease, it will be necessary for Lessor to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activity requiring accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or temporarily interrupt Lessee's operations at the Airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents, employees, contractors, and representatives by reason of such inconveniences or interruptions and, for and in further consideration of this Lease, Lessee waives any right to claim damages or other considerations therefore, except that rent payable under this Lease shall be abated proportionately during and for such period that access to the Leased Premises by aircraft of Lessee and its invitees is denied by reason of such inconveniences or interruptions.

- 31. **Rights Not Exclusive.** Except for Lessee’s right to use and occupy the Leased Premises under this Lease, nothing in this Lease shall be construed as granting an exclusive right to Lessee.
- 32. **Entire Agreement.** This Lease contains the entire Agreement between the parties concerning the Leased Premises and supersedes all prior agreements, oral and written, concerning the Leased Premises. This Lease may be modified only in writing and signed by the parties.

The individuals executing this Lease warrant that they have full authority to execute this Lease and that they have thoroughly read this Lease prior to executing it.

LESSOR:

LESSEE:

City of Newport
By: Spencer R. Nebel, City Manager

Michael & Karyn Vest

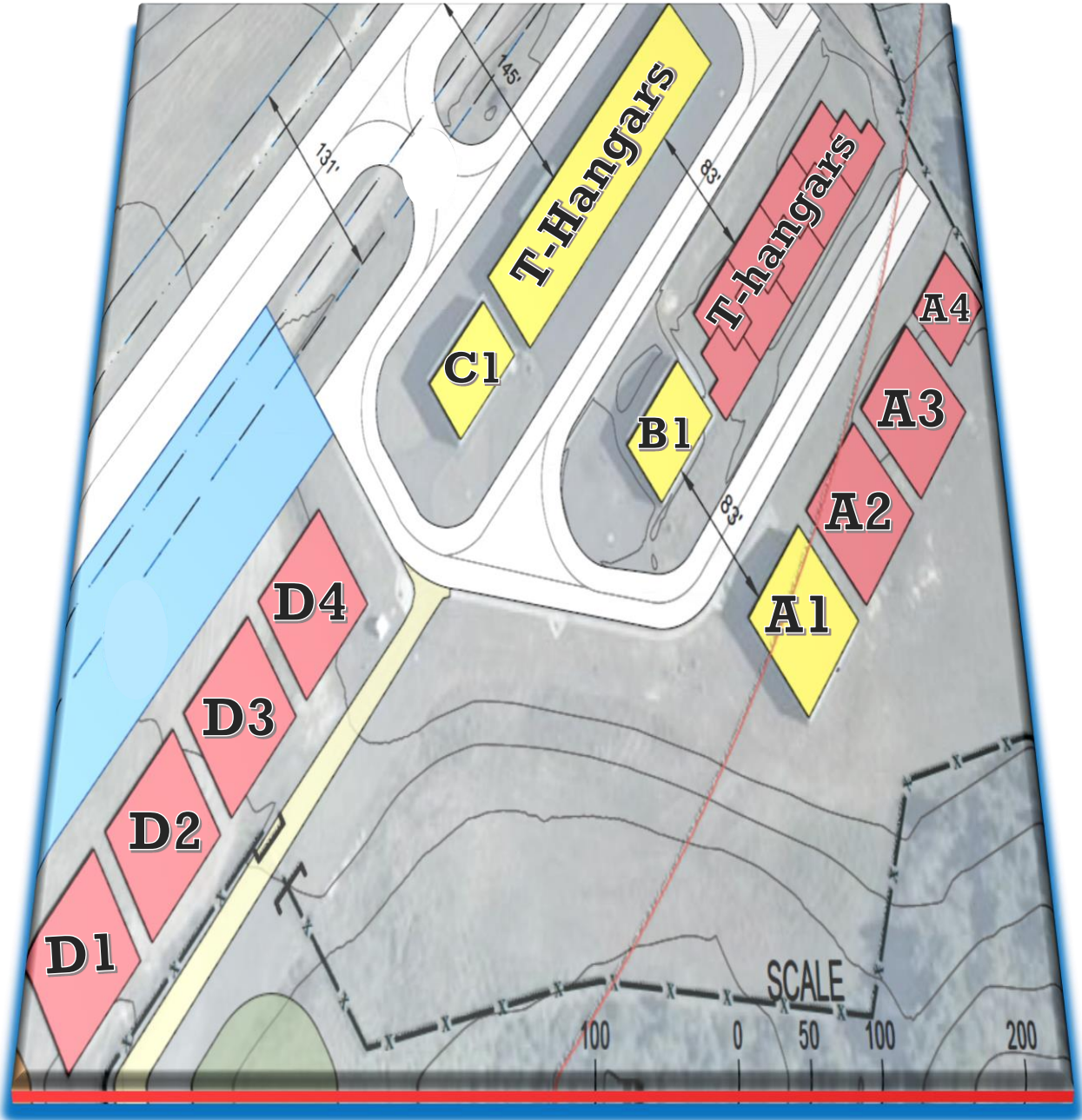
Signature

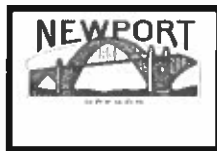
Signature

Date

Date

Newport Municipal Airport South Hangar Area





3415

AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: 5D Holdings C/o Scott Isaak land lease hangar D3 Date: 12/6/22

Statement of Purpose: New land lease for hangar site D3. Ken Williams sold hangar D3 to 5D Holdings LLC

Department Head Signature: [Signature] 12/6/22
Remarks, if any: _____

City Attorney Review and Signature: _____ Date: _____

Other Signatures as Requested by the City Attorney: _____

Signature _____ Name/Position _____
Date: _____

Budget Confirmed: Yes No N/A

Certificate of Insurance Attached: Yes No N/A

City Council Approval Needed: Yes No Date: 11/21/22

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 11/22/22

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

**NEWPORT MUNICIPAL AIRPORT
HANGAR SITE LAND LEASE AGREEMENT**

BETWEEN: The City of Newport, an Oregon Municipal Corporation (**Lessor**)

AND: 5D Holdings LLC (**Lessee**)

EFFECTIVE DATE:

RECITALS

- A. The Newport Municipal Airport (Airport) is operated by and under the jurisdiction of Lessor. In accordance with sound Airport management practices, the Airport rules and regulations and the Airport Plan of Development, as updated and amended from time to time, and other relevant policies of Lessor that apply to Airport usage, certain areas of the Airport are reserved for each of the several types of activities that occur.
- B. Lessee desires to construct and maintain a hangar at the Airport in an area designated for such facilities, and Lessor is willing to Lease the land to Lessee for the purpose of constructing and maintaining such a hangar in accordance with the terms and conditions set forth in this Lease.
- C. The following are attached and incorporated as part of the Lease:
Exhibit A - Description and Map of Leased Premises (land only D3).

AGREEMENT

- 1. Lease. For the purpose stated in this Lease and on the other terms and conditions stated herein, Lessor leases to Lessee the land as described on the attached Exhibit A, consisting of 2,500 square feet (Leased Premises).
- 2. Initial Term for a New Lease. The period of the Lease will be fifteen (15) years, commencing 11/21/22 and expiring 09-24-2036 subject to earlier termination in accordance with the terms of this Lease.
- 3. Extension Term. Provided Lessee is not in default in the performance of any term or condition of this Lease, Lessee shall have the option to extend this Lease for two (2) additional terms of five (5) years per term, commencing with the expiration of the first or additional term, upon the following conditions:
 - 3.1 The extension option may be exercised at any time between 360 and 60 days prior to the expiration of the initial term, or any extension term, with written notice given to Lessor by the Lessee. If not exercised within such period and in such manner, the option to extend shall be void. Even if exercised timely, the granting of the option is conditional upon the provisions in this Paragraph 3.

- 3.2 Within sixty (60) days after receipt of Lessee's notice of exercise of the extension option, Lessor shall cause the improvements to be inspected by the Building Official for the City of Newport. The inspection shall be for the purpose of determining the condition of the improvements.
- 3.3 Following the inspection, Lessor shall notify Lessee of the inspection results, including a list of any necessary repairs. The additional term shall be contingent upon Lessee's completion of any necessary repairs and/or resolution of code compliance issues.
- 3.4 Additionally, Lessor may require as a further condition to Lessee's right to continue the Lease for an extension term, that Lessee make such alterations, improvements, or repairs Lessor deems necessary or appropriate for the good of the Airport, taking into consideration the state of repair and condition of other similar and newer improvements located at the Airport, and the overriding desire to maintain clean, safe, and attractive facilities for other users of the Airport. Items considered for improvement shall include, but shall not be limited to, structural integrity of the hangar, exterior finish, condition and operation of doors, and condition of roof. To effectuate any such additional conditions, Lessee's right to continue the Lease during the extension term shall be subject to a supplemental document between Lessor and Lessee, setting forth a reasonable time, determined by Lessor, in which such alterations and repairs will be made, and providing that upon Lessee's failure to make such alterations and repairs within that period, the extension term shall immediately terminate, in which event the provisions of Paragraph 18 shall apply.
- 3.5 As used herein, the Building Official is the individual occupying that position or similar position at the time the inspection is made, or that person's designee or agent, or the individual occupying a similar position in a successor agency or governmental unit having building code jurisdiction over the Airport facilities.
- 3.6 Upon the expiration of the two (2) additional terms of five (5) year extensions, the lease shall terminate. At that time, Lessee may negotiate with Lessor on the terms and conditions of a new lease.

4. **Basic Rent.**

- 4.1 Basic rent is \$0.257 per square foot of ground space per year. Basic rent shall be due and payable on a monthly basis, \$53.54 monthly (\$642.50 annually), prorated to the first day of the month following signing, and due on the same day of each month thereafter.
- 4.2 Any payments or partial payments not made under this Lease shall bear interest at the rate of twelve percent (12%) per annum until paid.

5. **Adjustments to Basic Rent.**

- 5.1 **CPI Adjustment.** The basic rent provided in Paragraph 4 shall be increased each year by a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor. Comparisons shall be made using the index entitled, "U.S. City Average/All Items and Major Group Figures for all Urban Consumers Portland Area (1982-84 = 100)," or the nearest comparable data on changes in the cost of living, if such index is no longer published. The change shall be determined by comparison of the figure for the previous January 1, with that of January 1 of the current year. In no event shall this calculation cause a reduction in base rent below that payable during the preceding year. The proposed adjustment shall be presented to Lessee by Lessor thirty (30) days prior to the effective date of the assessment.
- 5.2 **Challenge.** Lessee may give Lessor notice, within thirty (30) days of the notice of rental adjustment, challenging Lessor's figures. If any such challenge is not made within thirty (30) days, Lessee's challenge to the figures presented by Lessor shall be deemed waived. The challenge shall be restricted to Lessor's calculations of increases relating to Lessee and, if not resolved by the parties, will be referred to arbitration as described in Paragraph 23.
- 5.3 **Fee.** An annual maintenance fee may be established for hangar lease sites at the Airport pursuant to resolution of the Newport City Council as provided under Newport Municipal Code 9.40.010.

6. **Taxes.** Lessee shall pay when and if levied, any taxes on the Leased Premises, as well as any taxes on improvements and fixtures constructed and maintained on the Leased Premises. If any taxes on the Leased Premises are levied against the Lessor, they shall be reimbursed to the Lessor within thirty (30) days of written notice from Lessor to Lessee.
7. **Pre-Approval of Plans; Required Reviews.** Lessee shall construct and maintain upon the Leased Premises an aircraft hangar which shall in all respects comply with applicable laws, rules, regulations, ordinances, and resolutions of all governmental entities, including Lessor. The plans and specifications of the hangar shall be subject to approval by Lessor. Lessee shall submit such plans and specifications for the Community Development Department's departmental review process. No site preparation or construction shall be commenced without first obtaining the written approval of the City Manager or designee. The Lease will be subject to Lessee obtaining any required reviews for impact on project stormwater erosion control, and any other reviews deemed necessary by Lessor.
8. **Construction of Improvements.** Lessee shall construct its planned facilities and install therein all necessary fixtures, equipment, and accessories, all of which

shall be in accordance with the terms and conditions of this Lease and any applicable city code or FAA requirements. Lessee shall complete construction of the new improvements within two (2) years after the Effective Date of this Lease. Existing improvements shall be deemed to have been appropriately constructed so long as they are well-maintained and meet all applicable city code and FAA requirements. It is expressly understood that upon the expiration of the Lease, all hangar improvements shall become property of Lessor.

- 8.1 Lessee agrees to reimburse Lessor for the apportioned costs of roadway improvements including, but not limited to: excavation, paving, drainage, and fencing required for all extensions of the access road to the Leased Premises. Lessee shall be responsible for the cost of all extensions, as applicable, of all water, sewer, and other utilities to the Leased Premises, as well as any fees for obtaining service. Lessee shall be responsible for payment at the time improvements are completed. Lessee shall remit payment to Lessor within thirty (30) days from the date of invoice.
- 8.2 Lessee agrees to construct, at Lessee's expense, aircraft access improvements, including without limitation driveways, taxi lanes, aprons, and ramps to its planned facility. Construction and location of the access improvements shall comply with specifications set forth by Lessor at the time of plan's approval. Lessee understands that those portions of the constructed Airport access improvements situated outside the boundaries of the Leased Premises shall become, immediately upon their completion to Lessor's satisfaction, the property of Lessor. All construction and any connections to the runway of any apron or taxi lane shall in addition be governed by any rules or regulations regarding Airport operations and must be approved of and overseen by Airport management. Constructed facilities shall not be occupied until access is completed and accepted by Lessor.
- 8.3 Upon completion of improvements, Lessee shall provide an 8 ½" x 11" site plan detailing a scaled drawing of the Leased Premises, hangar foot print, office area, parking, landscaping, and any other improvements.
- 8.4 The provisions provided above do not relieve Lessee from compliance with all applicable building code requirements and acquiring all necessary licenses and permits from any governmental authority.
- 8.5 If the aircraft hangar or other improvements on the Leased Premises are damaged or destroyed, Lessee shall do whatever is necessary to repair, rebuild, or restore the structure and other improvements to substantially the same condition existing prior to the damage or destruction within 180 days of the date of destruction. Upon written request from Lessee, Lessor may extend the 180-day timeline to the extent reasonably necessary due to conditions beyond the control of Lessee.

9. **Use of the Leased Premises.** Use of the Leased Premises is limited to aeronautical uses. The Lessee may use the Leased Premises, at its own risk, for the following purposes and for no other purpose (including commercial or business use) without the prior written approval of the Airport Director:
 - 9.1 Construction of an aircraft hangar for private use by the Lessee in accordance with Airport rules and regulations;
 - 9.2 Storage of aircraft;
 - 9.3 Supplies, equipment, and other ancillary items necessary for the safe operations and maintenance of the Lessee's aircraft;
 - 9.4 Construction, maintenance, and repair of Lessee's aircraft by Lessee or by a person or firm in accordance with current and applicable future Airport rules and regulations.
 - 9.5 The hangar cannot be used for temporary or permanent residential use.
 - 9.6 Storage of non-aeronautical items that do not interfere with the aeronautical use of the hangar, in accordance with FAA and any related Airport rules and regulations.
10. **Lessee's Additional Use Rights.** Lessee shall have the use of Airport facilities and navigational aids for the purpose of landing, taking off, and taxiing of Lessee's aircraft, and related rights of ingress and egress 24 hours a day, subject to the current or any amended laws, rules, regulations, ordinances, and resolutions of applicable governmental bodies, including Lessor.
11. **Restriction on Assignment and Sublease.** Lessee shall not assign this Lease, or any interest herein, or sublease the Leased Premises without the prior written consent of Lessor. As a condition of any consent to assignment, Lessor may require one or more of the following:
 - 11.1 **Updating Lease.** Lessor may require or allow Lessee and/or the assignee to execute Lessor's then current form of hangar site Lease, or a partial or complete amendment of this Lease to incorporate the terms and provisions of Lessor's then current form of hangar site Lease.
 - 11.2 **Environmental Assessment.** If Lessor reasonably believes that there is a question regarding hazardous materials or other environmental issues that relate to Lessee's use of the premises, Lessor may require, as a condition of assignment, an environmental assessment. Such assessment would be at Lessee's expense, as a condition of approval of assignment.
 - 11.3 **Assumption.** The assignee shall expressly assume Lessee's obligations under this Lease, as may be modified in accordance with Paragraph 11.1.

Any approval of assignment is not a release from any and all obligations of Lessee under the Lease, except to the extent that Lessor specifically, in writing, releases Lessee from such obligations. This provision does not apply to any of assignor Lessee's obligations as set forth in Paragraph 12.6.

11.4 As a condition of approval, Lessor may require any improvements to the Leased Premises to bring it into compliance with rules or regulations of the Airport.

12. **Specific Obligations of Lessee.** In connection with Lessee's occupancy and use of the Leased Premises, the following specific conditions shall apply:

12.1 **Utilities.** Lessor shall not be obligated to furnish any utilities or utility services to the Leased Premises. If, upon Lessee's request, Lessor agrees to provide utility services to the Leased Premises as a condition of providing service, Lessee shall be responsible for all costs of installation of such service, including transmission lines, connection fees and utility service charges. Prior to construction, a payment agreement in a form acceptable to the Lessor shall be entered into between the parties. If payment includes costs of any transmission lines that have the potential for use by other lessees, there would be included a repayment schedule to the original paying Lessee as other parties apply for service. Such reimbursement agreement shall not exceed ten (10) years in length.

12.2 **Maintenance.** Lessee shall, at its own cost, keep and maintain the Leased Premises, including hangar building, grounds, and all other improvements in good condition and repair. In determining whether or not the Leased Premises are in proper condition, the Airport Director shall take into consideration the appearance and character of other similar improvements at the Airport which are in good condition and repair. It is specifically acknowledged that the condition or repair includes appearance and improvements of the Leased Premises, and therefore the condition of paint or other exterior finish. Lessee shall not store parts, equipment, or other materials outside the hangar structure. Lessee shall not permit any refuse or debris to be deposited or to accumulate on the Leased Premises. Lessee shall not permit any bird nesting or attractants on the Leased Premises. Failure to maintain the Leased Premises shall be deemed a breach of this Lease.

12.3 **Taxi Lane.** The cost of construction of the taxi lane shall be an obligation of the Lessee. Such construction shall be subject to the approval of the Lessor. Once constructed, the Lessor shall be responsible for maintenance and repair of the taxi lane. A taxi lane is defined as the portion of the aircraft parking area used for access between taxiways and aircraft parking positions. A taxiway is defined as a path connecting runways with ramps, hangars, terminals, and other facilities.

- 12.4 **Compliance with Laws.** Lessee shall comply with all applicable laws, ordinances, resolutions, rules, and regulations of any governmental bodies having jurisdiction over the Airport with respect to Lessee's activity in relation to the use and occupancy of the Leased Premises, and of the Airport in general. Any act or failure to act by Lessee or by any subtenant, employee, invitee, or agent of Lessee in violation of any such laws, ordinances, resolutions, rules, and regulations shall be deemed a violation of this Lease.
- 12.5 **Airport Rules and Regulations.** Lessee's obligation under Paragraph 12.4 shall include, but not be limited to, the rules and regulations of the Airport. Lessor reserves the right to adopt additional rules and regulations and amend existing and future rules and regulations which govern the Leased Premises and the facilities at the Airport used by the Lessee. Lessee agrees to observe, obey, and abide by all such rules and regulations currently existing or hereafter adopted or amended. Any action or failure to act by Lessee or by any subtenant, employee, invitee, or agent of Lessee which is in violation of such rules and regulations shall be deemed a violation by Lessee of this Lease.
- 12.6 **Environmental Laws.** Lessee's obligations under this Lease specifically include, but are not limited to, strict and timely compliance with all environmental laws. Lessee shall ensure that all operations on the Leased Premises comply with all environmental laws and orders of any governmental authorities having jurisdiction under any environmental laws. Lessee shall exercise extreme care in handling hazardous substances and shall undertake any and all preventive, investigatory, or remedial action (including emergency response, removal, containment, and other remedial action) which is either required by any applicable environmental laws or orders of any governmental authority having jurisdiction under such laws, or necessary to prevent or minimize property damage, personal injury or damage to the environment or threat of any such damage or injury, by releases of, or exposure to, hazardous materials in connection with the Leased Premises or operations thereon. Lessee shall immediately notify Lessor upon becoming aware of any leak, spill, release or disposal of hazardous substances on, under, or adjacent to the Leased Premises. In the event Lessee fails to perform any of Lessee's obligations under this paragraph, Lessor may, but shall not be required to, perform such obligations at Lessee's expense. In performing any such obligations of Lessee, Lessor shall at all times be deemed the agent of Lessee and shall not, by reason of such performance, be deemed to be assuming any responsibility of Lessee under any environmental law or to any other third party. At any time Lessor reasonably requests, Lessee shall provide to Lessor further assurance of Lessee's compliance with this paragraph. The assurances shall be in a form and substance satisfactory to Lessor, in Lessor's sole discretion, and may include but not be limited to, Lessee

providing to Lessor an environmental audit or assessment from a source acceptable to Lessor, at Lessee's expense.

12.6.1 As used in this Lease, the term "environmental laws" means all state, federal, and local statutes, regulations, and ordinances relating to the protection of human health and the environment.

12.6.2 In this Lease, the term "hazardous materials" is used in its very broadest sense and refers to materials that, because of their quantity, concentration or physical, chemical, or infectious characteristics, may cause or pose a present or potential hazard to human health and to the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported, or otherwise handled on the Leased Premises. The term includes, without limitation, petroleum products or crude oil or any fraction thereof, and any and all hazardous or toxic substances, materials, or wastes as defined by or listed under the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation, and Liability Act, and any other environmental laws.

12.7 **Signs.** In addition to complying with any rule(s) or regulation(s) of Lessor pertaining to signs, Lessee shall not permit to be maintained any sign on the Leased Premises or at the Airport without the prior written approval of the Airport Director. This approval and rules and regulations are in addition to any rules or regulations that would apply to this site by any applicable governmental jurisdiction.

12.8 **Aviation Easement.** Lessee acknowledges that its right to use the Leased Premises shall be secondary and subordinate to the operation of the Airport. Lessor reserves a right of flight for the passage of aircraft in the airspace above the Leased Premises together with the right to cause noise inherent in the operation of aircraft. Lessee shall not take any action or construct any improvements that interfere with the navigational aids of flight operations of the Airport.

12.9 **Security.** Lessee recognizes its obligation to comply with federal airport security regulations. Lessee shall reimburse Lessor in full for any fines or penalties levied against Lessor for security violations as a result of any actions on the part of Lessee, its agents, invitees, or employees.

13. Liability to Third Parties.

13.1 **Lessee's Indemnification.** Lessee shall at all times indemnify, protect, defend, and hold harmless Lessor, its officers, agents, and employees from any claims, demands, losses, actions, or expenses, including attorney fees, to which Lessor may be subject by reason of any property

damage or personal injury arising or alleged to arise from the acts or omissions of Lessee, its agents, invitees, or employees, or in connection with the use, occupancy, or condition of the Leased Premises.

- 13.2 **Liability Insurance Required.** Lessee shall procure and maintain throughout the term of this Lease and any extension, at Lessee's cost, public liability and property damage insurance from a company authorized to do business in the State of Oregon with the combined single limit of not less than \$1,000,000 and the general aggregate of not less than \$2,000,000 for bodily injury, death, personal property or property damage in connection with Lessee's use or occupancy of the Leased Premises, or the exercise of enjoyment of rights or privileges granted by this Lease. Lessor shall have the right to require Lessee to increase the limits of such coverage from time to time to an amount deemed by Lessor to be reasonable in view of conditions and circumstances existing at the time of such increase. Such circumstances include any modification by either court ruling or legislative change to the maximum recovery allowed under the Oregon Tort Claims Act. The insurance shall name Lessor, its officers, agents, and employees as additional insureds with the stipulation that the insurance, as to the interests of Lessor, shall not be invalidated by any act or neglect or breach of contract by Lessee. Lessee shall provide Lessor with a certificate of insurance evidencing the required coverage, with a thirty (30) day notice of cancellation or material change in coverage and shall provide Lessor with such evidence that the policy remains in force as Lessor may require from time to time.
- 13.3 **Liens.** Except with respect to activities for which Lessor is responsible, Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Leased Premises and shall keep Leased Premises free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12% per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.
14. **Subordination.** This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the State of Oregon and/or the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds for the development of the Airport, or any amendments thereto.
15. **Cessation of Airport Operation.** Lessor, regardless of the terms of this lease, as a result of any orders of the State of Oregon, the United States, or any other governmental unit or instrumentality, may cease airport operations. Lessee acknowledges Lessor's right to cease such operations and releases Lessor from

any and all damage claims by Lessee against Lessor as a result of such cessation of operations. This release does not apply to any other party who may be the basis for Lessor's cessation of operations. Subject to the orders of cessation, Lessee shall be granted a period of twelve (12) months free of any rents and fees in which to cause the Leased Premises to be restored to a condition free of all improvements, including hangars and debris. Lessor shall not be liable to Lessee for any damages related to loss in use of the Leased Premises due to action under this paragraph. This provision does not eliminate any obligations of Lessee as a result of liability or indemnification obligations as set forth in other provisions of this lease.

16. **Airport Development.** Regardless of the term of this lease, Lessor, at Lessor's discretion or as a result of any orders of the State of Oregon, United States, or any other governmental unit or instrumentality having authority over the property may require the cessation of use of the specific Leased Premises for their leased purposes, prior to the expiration of this lease for the purpose of airport development. At Lessor's option and expense, Lessor shall either (1) dismantle and move to another leasable premises on the Airport property, and there re-erect Lessee's improvement(s) or, (2) purchase Lessee's improvement for fair market value as determined below. If Lessor acts under the first option, the lease reference to location of the Leased Premises shall change, and all other remaining terms of the expired lease shall continue in full force and effect.

Fair market value under the second option shall be for an amount not less than the fair market value of the improvement immediately prior to determination as determined by an appraisal conducted by an independent appraiser engaged by Lessor. Specifically, the appraiser shall not determine salvage value, but rather the fair market value of the improvement, assuming the Airport was to remain in existence or the party to continue to use the leased area. Purchase price shall be determined and all funds transferred within 180 days of termination. Obligations of removal shall be Lessor's. This action does not eliminate any obligations of Lessee as a result of any liability or indemnification obligations as set forth in other provisions of this lease.

17. **Eminent Domain.** If the Leased Premises and any improvements thereon are taken as a result of eminent domain proceedings, it shall be as if termination was a result of Paragraph 15, except the time allowed for removal of Lessee's improvements by Lessee shall be subject to the time limitation in any condemnation order or twelve (12) months, whichever is shorter. Lessor shall be entitled to all proceeds of condemnation as applied to the value of any real property condemned. Lessee shall be entitled to the value of all improvements. Lessee specifically waives any claims against Lessor as a result of condemnation, except such condemnation as may be instituted by Lessor upon Lessor's own actions and not as a result of any order by other governmental unit.
18. **Removal of Personal Property and Fixtures.**

- 18.1 Lessee shall remove all personal property and return the Leased Premises to proper condition upon the end of the term(s), or other cessation of use by Lessee, as set forth below. Lessee shall remove all Lessee property except fixtures permanently or semi-permanently affixed, which shall become property of the Lessor upon lease termination or abandonment by Lessee, and restore the grounds to a clean and orderly condition free of all debris.
- 18.2 **Abandonment.** If Lessee abandons the Leased Premises, Lessor may treat such abandonment as a default under this Lease, and Lessor may exercise any rights it may have as in the case of default for which Lessee is not entitled to notice. Lessee shall be deemed to have abandoned the Leased Premises if it fails to occupy the same for a period of three (3) months; however, Lessor may consider Lessee to have abandoned the Leased Premises by other acts, words, or conduct evidencing abandonment or intent to abandon the Leased Premises. Any personal property remaining on the Leased Premises sixty (60) days after termination of this Lease for any reason shall be deemed as abandoned by Lessee and Lessor may make any disposition of such personal property as it deems appropriate. Lessor may charge Lessee for the reasonable costs incurred in disposing of such personal property. Upon abandonment, Lessee loses all rights and options set forth in Paragraph 18.1. Lessee remains responsible for all Lessor's costs.
19. **Default.** Lessee shall be in default under this Lease upon the occurrence of any one or more of the following events (time of payment and performance being of the essence):
- 19.1 Failure of Lessee to pay any rent or other charges within thirty (30) days after the same becomes due.
- 19.2 Except as otherwise provided in this Paragraph 19, the failure of Lessee to comply with any term or condition, to fulfill any obligation, or to cure any violation of this Lease within thirty (30) days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within thirty (30) days, this provision shall be deemed complied with if Lessee begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. Lessor may require, as part of the cure of any violation by Lessee, reimbursement from Lessee for any and all costs and expenses incurred by Lessor by reason of Lessee's violation of this Lease.
- 19.3 If Lessee cures a deficiency in the manner described in Paragraph 19.2, Lessee's subsequent failure to comply with the same term or condition

within twenty-four (24) months shall constitute immediate default without requirement of notice or opportunity to cure.

19.4 If Lessee sub-leases or otherwise assigns its interests in this Lease, except in accordance with the provisions of the Lease, default shall be automatic without requirement of notice or opportunity to cure.

19.5 Lessee shall also be in default in the event of:

1. Lessee's insolvency;
2. An assignment by Lessee for the benefit of creditors;
3. The filing by Lessee of a voluntary petition of bankruptcy action;
4. Adjudication that Lessee is bankrupt;
5. The filing of an involuntary petition of bankruptcy and the failure of Lessee to seek a dismissal of the petition within thirty (30) days after the filing; and
6. The attachment of or the levy of execution on the Lease hold interest and failure of the Lessee to secure a discharge of the attachment or release of the levy of execution within ten (10) days after such attachment or execution;
7. Abandonment of the Leased Premises.

20. **Inspections.** Lessor shall have, at all times during normal business hours, the right to enter into the Leased Premises and inspect Lessee's facilities and operations for the purposes of determining Lessee's compliance with its obligations under this Lease. Lessor shall provide at least 24 hours' notice before any inspection except in cases of emergency. Notice shall be sufficient if prominently posted on the building on the Leased Premises 24 hours prior to the inspection.

21. **Remedies on Default.** In the event of a default, the Lease may be terminated at the option of the Lessor by notice in writing to Lessee. The notice of termination may be included in a notice of failure of compliance given under Paragraph 19. If the Leased Premises is abandoned by Lessee in connection with a default, termination shall be automatic and without notice. If the Lease is terminated for any reason, Lessee's liability to Lessor for damages for breach shall survive such termination, and the rights and obligations of the parties shall be as follows:

21.1 Lessee shall vacate the Leased Premises immediately, remove any property of Lessee including any fixtures which Lessee is required to remove at the end of the Lease term, perform any cleanup, alterations or

other work required to leave the Leased Premises in the condition required by this Lease at the end of the term, and deliver all keys to Lessor. Possession to any structure on the Leased Premises shall immediately revert to Lessor and Lessee shall have no right or claim against Lessor as a result thereof.

- 21.2 Lessor may re-enter, take possession of the Leased Premises, and remove any persons or property by legal action or self-help with the use of reasonable force and without liability for damages.
- 21.3 Following re-entry or abandonment, Lessor may relet the Leased Premises and in that connection may relet all or part of the Leased Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession, and may make any suitable alterations and/or refurbish the Leased Premises, or change the character or use of the Leased Premises, but Lessor shall not be required to relet to any Lessee which Lessor may reasonably consider objectionable.
- 21.4 The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law or as set forth in this Lease.
- 21.5 Any holding over after the expiration of the lease, with the written consent of Lessor, will be construed to be a tenancy from month to month, at 150% of the Basic Rent payable for the period immediately before the expiration of the Term and will otherwise be on the terms and conditions of this Lease. If Lessor consents to any such holding over, either party may thereafter terminate the tenancy at any time upon thirty (30) days' advance written notice to the other party. Any holding over without consent will be a tenancy at sufferance, which Lessor may terminate at any time without notice.
22. **Attorney Fees and Costs.** In the event any action or claim relating to the enforcement or interpretation of any of the terms of this Lease is made, except as stated in Paragraph 23, the prevailing party shall be entitled to recover all costs, fees, and expenses reasonably incurred, whether or not taxable as costs, including without limitation, attorney fees, inspection and investigation costs, copying charges, and all other related expenses.

In the event any litigation is commenced relating to this Lease, including but not limited to any action or participation by Lessee or Lessor in or connected with a case or proceeding under the Bankruptcy Code or any successor statute, the prevailing party shall be entitled to recover all costs, fees and expenses reasonably incurred, before and after trial, and on appeal and review, whether or not taxable as costs, including without limitation, attorney fees (including

estimated fees to collect a judgment entered in favor of the prevailing party), witness fees (expert or otherwise), deposition costs, inspection and investigation costs, copying charges and all other related expenses. Expenses incurred in the event of arbitration shall be treated as if they were expenses incurred in litigation.

23. **Arbitration.** If any contract dispute arises between the parties, it shall be decided by arbitration unless both parties agree to waive arbitration and proceed with litigation. Upon request for arbitration, the party requesting arbitration shall submit to the other party a list of the names of five independent arbitrators. The other party may select any one of the five. If the parties cannot decide on an arbitrator with qualifications that relate to the dispute at hand within fifteen (15) days, then either party may apply to the presiding judge of the Lincoln County Circuit Court, Oregon, to appoint the required arbitrator.

The Arbitrator shall proceed according to Oregon statutes governing arbitration, and any rules specifically adopted by the parties. If the parties do not agree upon rules for the arbitration, the Arbitrator shall establish rules and advise each respective party. The award of the Arbitrator shall have the effect provided in the Oregon Revised Statutes. The arbitration shall take place in Lincoln County, Oregon. Costs of arbitration and attorney fees and costs may be awarded to a party at the discretion of the Arbitrator.

24. **Discrimination Prohibited.** In connection with Lessee's use and occupancy of the Leased Premises and the conduct of its operations at the Airport, Lessee shall be bound by the following non-discrimination requirements:

24.1 **General.** Lessee will not discriminate against any person or class of persons by reason of race, color, national origin, sex, ancestry, creed, or on any other grounds prohibited by law.

24.2 **Civil Rights Act.** Lessee will not on the grounds of race, creed, color, national origin or on any other prohibited grounds, discriminate or permit any discrimination against any person or group of persons in any manner prohibited by Part 21 of the Rules and Regulations of the Secretary of Transportation, effectuating Title VI of the Civil Rights Act of 1964. Without limiting the generality of the foregoing, Lessee agrees not to discriminate against any employees or applicants for employment because of race, creed, color, national origin or on any other prohibited grounds.

24.3 **FAA required terms.** As required by the FAA, the following clauses are made part of Lessee's obligations under this Lease:

1. Lessee for itself, and its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose

for which a US Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. Lessee for itself, and its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction or any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Lessee shall use the Leased Premises in compliance with all requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
25. **Non-Waiver.** Waiver by either party of strict performance of any provisions of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provisions in the future or of any other provision. No act or omission shall constitute a waiver of this non-waiver clause.
 26. **Notices.** Any notice required or permitted under this Lease shall be considered given when actually delivered in person or when deposited with postage prepaid in the United States mail as registered or certified mail:

To Lessor: Newport Municipal Airport
 C/o City of Newport
 169 SW Coast Highway
 Newport, Oregon 97365
 541.574.0603
s.nebel@newportoregon.gov

To Lessee: 5D Holdings LLC
 C/o Scott Isaak
 502 S Lakeshore Rd.
 Chelan, WA 98816
sisaak@me.com
 509.681.0078

Or to such other address as may be specified from time to time by either of the parties in writing.

27. **Interpretation and Liability.** In interpreting this Lease, the singular shall include the plural. If Lessee consists of more than one individual or entity, each such individual and entity shall be jointly and severally liable for Lessee's obligations under this Lease.

The provisions of this Lease shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. Any actions or suits arising under this Lease must be brought in the appropriate court of the State of Oregon, and the parties hereby consent to venue in Lincoln County Circuit Court, Oregon, unless exclusive jurisdiction is in federal court, in which case venue shall be in federal district court for the District of Oregon.

28. **Succession.** Subject to the limitations set forth elsewhere in this Lease on the transfer of Lessee's interest, this Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors, and assigns.

29. **Clearing Matters of Record.** Only at the option of Lessor shall this Lease or a memorandum of this Lease be recorded. If, at the election of Lessor, Lessor determines to create and record a memorandum of this Lease, Lessee shall execute such memorandum at the request of Lessor. In the event this Lease or Lessee's interest in this Lease or in the Leased Premises becomes a matter of record by any means, directly or indirectly, without the consent of Lessor, then at any time after termination of this Lease or termination of Lessee's interest in this Lease, upon request by Lessor, Lessee shall execute documents, in recordable form, as Lessor may reasonably require evidencing the termination of Lessee's interest. This obligation shall survive termination of this Lease and termination of Lessee's interest in this Lease.

30. **Inconveniences During Construction.** Lessee recognizes that from time to time during the term of this Lease, it will be necessary for Lessor to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activity requiring accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or temporarily interrupt Lessee's operations at the Airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents, employees, contractors, and representatives by reason of such inconveniences or interruptions and, for and in further consideration of this Lease, Lessee waives any right to claim damages or other considerations therefore, except that rent payable under this Lease shall be abated proportionately during and for such period that access to the Leased Premises by aircraft of Lessee and its invitees is denied by reason of such inconveniences or interruptions.

- 31. **Rights Not Exclusive.** Except for Lessee's right to use and occupy the Leased Premises under this Lease, nothing in this Lease shall be construed as granting an exclusive right to Lessee.
- 32. **Entire Agreement.** This Lease contains the entire Agreement between the parties concerning the Leased Premises and supersedes all prior agreements, oral and written, concerning the Leased Premises. This Lease may be modified only in writing and signed by the parties.

The individuals executing this Lease warrant that they have full authority to execute this Lease and that they have thoroughly read this Lease prior to executing it.

LESSOR:

LESSEE:

City of Newport
By: Spencer R. Nebel, City Manager



Signature

11/22/22

Date



Signature

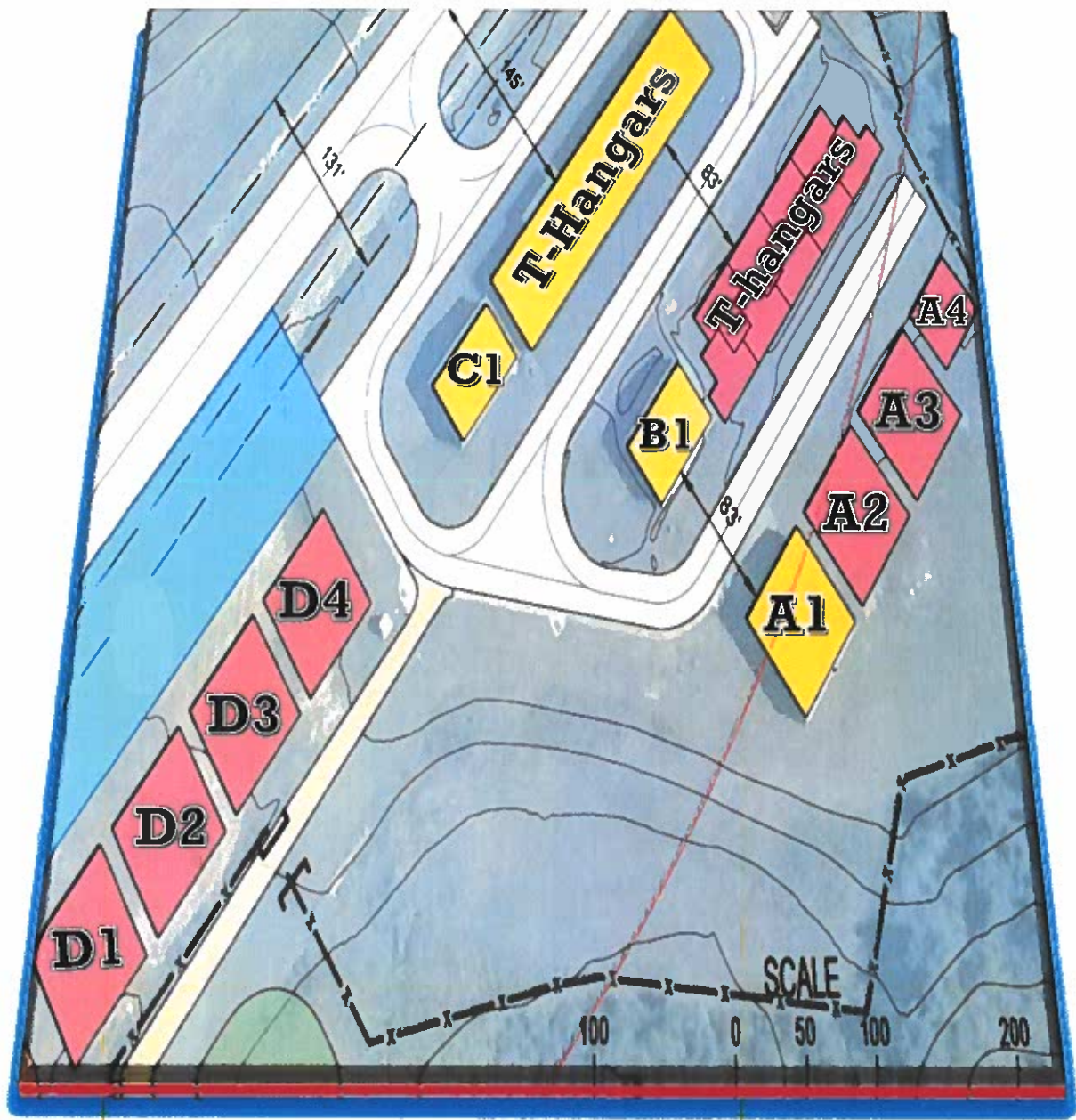
12/28/22

Date

Approved as to Form:

David N. Allen, City Attorney

Newport Municipal Airport South Hangar Area



CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: January 16, 2024

Agenda Item:

Report and Possible Action of Modification to the City of Newport's Defined Contribution Retirement Program.

Background:

The City has been reviewing a number of issues to strengthen workplace culture within the City of Newport. During a job market in which there are more jobs than employees for many types of positions, employers are seeing much higher turnover and having difficulty in filling certain positions within their organizations. This is true for the City of Newport, as well. In 2012, the City implemented a defined contribution retirement programs for all employees hired after March 5, 2012. This program provides a contribution into the City Newport employees retirement plan of 6% and will add an additional 3%, if the employee is participating in an employee-funded 457(b) deferred compensation plan. The workplace culture subcommittee is recommending that the City Council consider a change to the defined contribution retirement program by increasing the amount the City will match in the retirement fund from 3% to 6%. In this scenario, if an employee is a contributing at least 6% of their income into a qualified 457(b) deferred compensation plan, then the City would match that 6% in the City of Newport's retirement plan contributing 12%. This change does two things: One, it makes our retirement program a little more competitive. We are competing with other local governments that are PERS units. This will allow employees to build a higher pension, both through City contributions into the Newport employees retirement plan and build retirement funds in a qualified 457(b) deferred compensation plan. This would be effective January 1, 2024.

In addition, the current vesting requirements in the defined contribution retirement program provides the following:

Years of Service	Vesting Percentage
Less than 3	
3 years	50%
4 years	62%
5 years	75%
6 years	87.5%
7 years or more	100%

I am proposing that the City Council consider modifying this provision as follows:

Years of Service	Vesting Percentage
Less than 1 year	0%
2 years	40%
3 years	60%
4 years	80%
5 years	100%

We would maintain the provision that provides that an employee who reaches normal retirement age of 62 shall be hundred percent vested. I have reviewed this with the pension attorney, Christine Moehl of Saalfeld Griggs, and she has indicated that if Council is comfortable moving forward she will prepare the proper plan amendments which will have to be brought back to the City Council for approval.

This change will only affect employees hired after March 5, 2012 that are currently covered by the 6+3 Defined Contribution Retirement Program.

[Disclosure -- The City Manager employment agreement provides that the same benefits are provided to the City Manager as provided to the non-union department heads, unless stipulated differently in the agreement. Therefore, I would be eligible for this benefit if it is approved by the City Council.]

Recommendation:

I recommend the City Council consider the following motion:

I move to authorize the City Manager to initiate an amendment of the City's 6+3 Defined Contribution Retirement Plan to increase the contribution by the City for matching pretax deferrals to a City of Newport 457(b) deferred compensation program from 3% to 6%, and consider reducing the vesting for 100% vesting from seven years to five years.

Fiscal Effects:

The City will incur legal expenses from Saalfeld Griggs in order to complete the plan amendments as provided for in the motion.

Alternatives:

Do not proceed with this change, consider other changes to the pension plan, or as suggested by the City Council.

Respectfully submitted,



Spencer Nebel
City Manager

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: January 16, 2024

Agenda Item:

Consideration of an Amendment to the Safe Routes to School Intergovernmental Grant Agreement for Bike and Pedestrian Improvements Along NE Harney Street.

Background:

On January 17, 2023, the Newport City Council authorized the City Manager to execute an intergovernmental agreement with the Oregon Department of Transportation for \$1,309,752 for safe routes to school funds to improve bicycle and pedestrian safety among NE Harney Street. The total cost project is expected be \$2,182,920 with the balance of the project coming from the North Side Urban Renewal District

This project will be coordinated with an ODOT initiated intersection improvement project at US 20/Harney/Moore and will start construction in 2027 and will include signal enhancements, new turn lanes and crosswalk improvements.

With the departure of the City Engineer and Assistant City Engineer, it is not possible to meet the original timeframe completing the design in September 2023, and the planned improvements completed by September 2024. The amendment defers both of these milestones for a period of 12 months. No other changes are made to the agreement.

Recommendation:

I recommend that the City Council consider the following motion:

I authorize the City Manager to execute the first amendment to the intergovernmental grant agreement number SRTS23-12 that will extend the estimated completion dates for design and construction by 12 months, subject to review and approval of the amendment by the City Attorney.

Fiscal Effects:

None.

Alternatives:

None recommended.

Respectfully submitted,

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

Spencer Nebel
City Manager



STAFF REPORT
CITY COUNCIL AGENDA ITEM

Date: January 16, 2024

Title: Authorization to Execute a First Amendment to Safe Routes to School Intergovernmental Grant Agreement No. SRTS23-12 for Bike/Ped Improvements Along NE Harney Street

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

Recommended Motion I move to authorize the City Manager to execute this first amendment to Intergovernmental Grant Agreement No. SRTS23-12 that extends the estimated completion dates for design and construction by 12-months, subject to review and approval by the City Attorney.

Background Information: On January 17, 2023, the Newport City Council authorized the City Manager to execute an Intergovernmental Agreement with the Oregon Department of Transportation (ODOT) for \$1,309,752 of Safe Routes to School funds to improve bicycle and pedestrian safety along NE Harney Street. The total cost of the project is expected to be \$2,182,920, with the balance of the project funding, \$873,168, coming from the Northside Urban Renewal District. The Intergovernmental Agreement was fully executed on May 15, 2023.

Attachment A to the Agreement includes the key milestones and schedule for the project. The estimated date for completing design, permitting and land acquisition was September 1, 2023. Construction of the planned improvements was to be completed by September 1, 2024. With the departure of the City Engineer and Assistant City Engineer, it is not possible for the City to meet these milestones. Accordingly, city staff requested that this amendment be prepared to defer both milestones for a period of 12-months. The new estimated completion date for design, permitting and land acquisition is September 1, 2024 with construction of the planned improvements to be completed by September 1, 2025. In preparing the amendment, ODOT also took the opportunity to amend the terms of the agreement to extend the City's maintenance responsibility to 20 years for portions of the project that are within ODOT right-of-way. This amounts to a small section of sidewalk and curb ramps.

This project is being coordinated with an ODOT initiated intersection improvement at US 20/Harney/Moore that will go under construction in 2027. The ODOT project will include signal enhancements, new turn lanes, and crosswalk improvements. This amendment will allow the design of the two projects to be more closely coordinated. The Safe Routes to School grant funds must be utilized within 5 years of the date of the original grant agreement.

Fiscal Notes: There are no fiscal impacts associated with this amendment.

Alternatives: Seek revisions to the agreement, forgo the agreement (and grant funds), or as suggested by Council.

Attachments:

First Amendment to Agreement No. SRTS23-12
Request for Change Order
Executed Agreement No. SRTS23-12
Concept Drawing of Planned Improvements

**AMENDMENT NUMBER 01
SAFE ROUTES TO SCHOOL PROGRAM (SRTS) GRANT AGREEMENT
Newport MS / Harney / Sidewalk / 22
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” or “ODOT,” and **City of Newport**, acting by and through its Governing Body, hereinafter referred to as “Recipient,” entered into on June 23, 2023.

It has now been determined by State and Recipient that the Agreement referenced above shall be amended to extend the Project Completion date and update Exhibit B. Section 3.

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.** Deleted information is shown in ~~strikethrough~~ and added information is shown in underline.
 - a. Exhibit A, Section B, “Table 1: Key Milestones”

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	Planning, design, permitting and land acquisition.	9/1/23 <u>9/1/24</u>
2	Project completion (Project must be completed within 5 years of agreement execution.)	9/1/24 <u>9/1/25</u>

b. Exhibit B, Section 3

3. Recipient shall, at its own expense, maintain, ~~and operate, repair, and replace~~ the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as seven (7) years from its completion date (the “Project Useful Life”). ~~After the Project Useful Life, maintenance of the Project shall conform to any maintenance agreement in place between the Parties. If no maintenance agreement exists, ODOT will maintain that portion of the Project that is within its jurisdiction unless otherwise provided in Exhibit A to this Agreement.~~ Recipient shall maintain those portions of the Project that are within state highway right of way for an additional thirteen (13) years

after the Project Useful Life. Recipient's obligations under the Contribution and Contract-Related Indemnification provisions in Section 10.a and 10.b, respectively, and Exhibit C, Subagreement Insurance Requirements apply to ongoing maintenance work.

Recipient shall notify the appropriate ODOT District Office two (2) business days prior to performing any maintenance work on ODOT's system.

Recipient's maintenance work on or along state highway right of way, including work performed by Recipient contractors, shall be protected in accordance with the versions of the MUTCD, Oregon Supplement to the Manual on Uniform Traffic Control Devices, and the Oregon Temporary Traffic Control Handbook which are in place at the time the work is conducted.

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. Recipient 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.
5. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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.

The Project was approved January 12, 2023 by the Strategic Investment Manager.

SIGNATURE PAGE TO FOLLOW

CITY OF NEWPORT, by and through its
Elected Officials.

By _____
Name _____
(printed)
Date _____

**LEGAL REVIEW APPROVAL (If
required in Recipient's process)**

By _____
Recipient's Legal Counsel
Name _____
(printed)
Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
Public Transportation Division Administrator
Name _____
(printed)
Date _____

APPROVAL RECOMMENDED

By _____
Safe Routes to School Program Manager
Name _____
(printed)
Date _____

By _____
State Traffic-Roadway Engineer
Name _____
(printed)
Date _____

By _____
District Manager
Name _____
(printed)
Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General
Date _____




REQUEST FOR CHANGE ORDER

The Project Recipient must submit this form when the first milestone or completion date listed on the Recipient's Safe Routes to School agreement are projected to be delayed by 90 days or more, or when any other changes to the Agreement are requested.

Instructions to Recipient:

1. Complete Parts A, B, and C
2. Sign and date Page 1 of this form and submit completed form and all attachments to the Safe Routes to School Program Manager SRTSProgramMailbox@odot.state.or.us.

Part A: Project Details

PROJECT NAME Newport MS / Harney / Sidewalk / 22		REGION NUMBER 2	IGA NUMBER SRTS23-12
RECIPIENT NAME City of Newport			
ADDRESS 169 SW Coast Highway		CHANGE ORDER NUMBER 01	
CITY Newport	STATE OR	ZIP 97365	DATE CHANGE REQUESTED 9/1/23
PHONE 541-270-9210	EMAIL d.tokos@newportoregon.gov		
Recipient – Complete form, sign, date, and send form with any attachments to the Safe Routes to School Program Manager at SRTSProgramMailbox@odot.state.or.us		RECIPIENT SIGNATURE 	DATE 11/21/23

ODOT USE ONLY

Safe Routes to School Program Manager	<input type="checkbox"/> Approved <input type="checkbox"/> Recommended approval <input type="checkbox"/> Do not recommend approval	SIGNATURE	DATE
Safe Routes to School Advisory Committee (if needed)	<input type="checkbox"/> Approved <input type="checkbox"/> Recommended approval <input type="checkbox"/> Do not recommend approval	SIGNATURE	DATE
Safe Routes to School Program Manger after Advisory Committee (if needed)	<input type="checkbox"/> Approved <input type="checkbox"/> Recommended approval <input type="checkbox"/> Do not recommend approval	SIGNATURE	DATE

Part B: The first milestone or final project completion milestone are hereby requested to be modified as follows:

Project Key Milestone Description	Original milestone due date	Current milestone due date	Requested milestone due date
1. Planning, design, permitting and land acquisition.	9/1/23	9/1/23	9/1/24
6. Project completion.	9/1/24	9/1/24	9/1/25

Part C: Change request information. (Answer all questions. Provide as much detail a possible to answer the questions in Part C. Use additional sheets if necessary.)

1. Describe the change requested Postponing project design and completion by 12-months.	
2. Why is the change required Staffing changes at the City of Newport. The City Engineer took another position and the Asst. City Engineer is retiring 12/7/23. Newport will be short-handed until it can staff up via contract services or in-house personnel. This has necessitated that we adjust this project's schedule in order to ensure that it is adequately resourced. Our project is being coordinated with an ODOT initiated intersection improvement that will not go under construction until 2027, so the delay may help in that regard.	
3. Total costs	
i. Does the change increase the total cost of the project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Does the change decrease the total cost of the project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. What is the total cost of the project now?	2,182,920
4. Does the change meet the original intent of the Safe Routes to School Project? Address what the original considerations were and if they are changed now. The change does not impact the scope of the planned improvements.	
5. Does the change affect the total match? No.	
6. Provide justification for the change. As project readiness is a key component to the project, any delays to the project will be scrutinized carefully. If this request results in a delay, explain why this project should still be considered viable as opposed to canceling it or imposing sanctions identified under "Recipient Requirements" of your Safe Routes to School Agreement. The City's original scheule would have had the project completed well before the funds are required to be expended. The requested change will still see the project completed in advance of that date and, as noted above, will likely allow us to better coordinate with an	

adjacent ODOT intersection improvement project that will not go under construction until 2027.

7. Mitigation: What efforts have you make to keep the Project on schedule?
These staffing vacancies put the City in a position where it could not advance the design in accordance with the original schedule. The City is addressing the staffing shortage through a combination of task orders with on-call engineering consultants (short-term) and by recruiting to fill the vacant positions. This will take a little bit of time.

GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
SAFE ROUTES TO SCHOOL PROGRAM (SRTS)

Project Name: Newport MS / Harney / Sidewalk / 22

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and the **City of Newport**, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall end five (5) years after the Effective Date (the “Availability Termination Date”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents, which are attached hereto and incorporated by reference:
 - a. Exhibit A: Project Description, Key Milestones, Schedule and Budget**
 - b. Exhibit B: Recipient Requirements**
 - c. Exhibit C: Subagreement Insurance Requirements**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

- 3. Project Cost; Grant Funds.** The total estimated Project cost is \$2,182,920.00. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$1,309,752.00 (the “Grant Funds”). Recipient will be responsible for all Project costs not covered by the Grant Funds.
- 4. Project.**
 - a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 4.c.
 - b. Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).
 - i. Eligible Costs are actual costs of Recipient to the extent those costs are:**
 - A. reasonable, necessary and directly used for the Project;**

- B. permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and
 - C. eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
- ii. Eligible Costs do NOT include:
- A. operating and working capital or operating expenditures charged to the Project by Recipient;
 - B. loans or grants to be made to third parties;
 - C. any expenditures incurred before the Effective Date or after the Availability Termination Date; or
 - D. costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;
- c. **Project Change Procedures.**

- i. If Recipient anticipates a change in scope, Key Milestone Dates, or Availability Termination Date, Recipient shall submit a written request to SRTSProgramMailbox@odot.oregon.gov. The request for change must be submitted before the change occurs.
- ii. Recipient shall not proceed with any changes to scope, Key Milestone Dates, or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT's approval of a Recipient's request for change. A request for change may be rejected at the sole discretion of ODOT.

5. Reimbursement Process and Reporting.

- a. ODOT shall reimburse Recipient for 60% of Eligible Costs up to the Grant Fund amount provided in **Section 3**. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT's receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement. ODOT will not reimburse more than one request for reimbursement per month.
- b. Recipient must submit to ODOT its first reimbursement request within two (2) years of the Effective Date.
- c. Each reimbursement request shall be submitted on ODOT's Reimbursement request form [SRTS Reimbursement Request](#) to the SRTSProgramMailbox@odot.oregon.gov and include the Agreement number, the start and end date of the billing period, and itemize all expenses for which reimbursement is claimed. Upon ODOT's request, Recipient shall provide to ODOT evidence of payment to contractors. Recipient shall also include with each reimbursement

request a summary describing the work performed for the period seeking reimbursement and work expected for the next period, if any.

d. RESERVED

- e. Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit a final reimbursement request. Failure to submit the final request for reimbursement within ninety (90) days after could result in non-payment.
- f. Upon ODOT's receipt of the final reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the final reimbursement request until both (i) its SRTS Program Manager, or designee, has completed the final review and accepted the Project as complete and (ii) Recipient and ODOT staff have signed the Recommendation of Acceptance Form (ODOT Form No. 737-3560).
- g. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- h. Recovery of Grant Funds.
 - i. Recovery of Misexpended Funds or Nonexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended at the end of the Availability Termination Date ("Unexpended Funds") or (ii) expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Unexpended Funds to ODOT no later than fifteen (15) days after the Availability Termination Date. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.
 - ii. Recovery of Grant Funds upon Termination. If this Agreement is terminated under any of Sections 9.b.i, 9.b.ii, 9.b.iii or 9.b.vi, Recipient shall return to ODOT all Grant Funds disbursed to Recipient within 15 days after ODOT's written demand for the same.
- i. Reporting
 - i. Quarterly Reports. Recipient shall submit quarterly progress reports to ODOT using a format that ODOT provides. Recipient must submit the reports to

SRTSPProgramMailbox@odot.oregon.gov by the first Wednesday of March, June, September, and December.

- ii. **Final Report.** Recipient shall submit a final written report (the “Final Report”) to SRTSPProgramMailbox@odot.oregon.gov that identifies how hazards have been reduced to children walking or bicycling to and from school as a direct result of this Project. Recipient must submit the Final Report within six (6) months after the Project Completion Date. Recipient’s obligation to provide the Final Report will survive Agreement expiration.

6. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient’s Articles of Incorporation or Bylaws, if applicable, (3) 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 Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, 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 Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.
- c. **No Solicitation.** Recipient’s officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. **Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

The warranties set forth in this Section 6 are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

7. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, as well as generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations, if applicable. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the “Secretary”) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

8. Recipient Subagreements and Procurements

Recipient may enter into agreements with subrecipients, contractors or subcontractors (collectively, “subagreements”) for performance of the Project. If Recipient enters into a subagreement, Recipient agrees to comply with the following:

- a. Subagreements.**

 - i.** All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.

- ii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT's request at any time. This paragraph shall survive expiration or termination of this Agreement.
- iii. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

b. Subagreement Indemnity.

- i. *Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.*
- ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.

c. Subagreement Insurance.

- i. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- ii. For all Project work that is not on or along a state highway, Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.

- iii. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- iv. Recipient shall include provisions in each of its subagreements requiring its contractor(s) to comply with the indemnification and insurance requirements in Paragraphs 8.b and 8.c.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - i. All procurement transactions are conducted in a manner providing full and open competition.
- e. **Self-Performing Work.** Recipient must receive prior approval from SRTS Program Manager for any self-performing work.
- f. **Conflicts of Interest.**
 - i. Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

9. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
 - i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
 - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
 - iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;

- v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vi. If the Project would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

10. GENERAL PROVISIONS

a. Contribution.

- i. 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 ODOT or Recipient 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.
- ii. Except as otherwise provided in Paragraph 10.b. below, with respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT 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 Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient 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 ODOT on the one hand and of Recipient 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. ODOT'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 ODOT had sole liability in the proceeding.

- iii. Except as otherwise provided in Paragraph 10.b. below, with respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient 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 ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT 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 Recipient on the one hand and of ODOT 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. Recipient'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.

This Section 10.a shall survive any expiration or termination of this Agreement.

- b. **Contract-related Indemnification.** Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement: Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement. This Section 10.b. shall survive any expiration or termination of this Agreement.
- c. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this 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.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third-Party Beneficiaries.** ODOT and Recipient 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 or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or SRTS Program

Manager at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to SRTS Program Manager. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. 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.
- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.
- j. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- l. 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.

- m. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

- n. Integration and Waiver.** This Agreement, including all Exhibits, 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. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

- o. Electronic Signatures.** Signatures showing on PDF documents, including but not limited to PDF copies of the Agreement, Work Orders, and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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

The Project was approved on January 12, 2023 by the Strategic Investment Manager.

Signature Page to Follow

CITY OF NEWPORT, by and through its
elected officials

By [Signature]
(Legally designated representative)

Name Spencer R. No Gol
(printed)

Date 04-24-23

By _____

Name _____
(printed)

Date _____

**LEGAL REVIEW APPROVAL
(If required in Recipient's process)**

By [Signature]
Recipient's Legal Counsel

Date 4/25/2023

Recipient Contact:

Derrick I. Tokos, AICP
Community Development Director
169 SW Coast Hwy
Newport, Oregon 97365
(541) 574-0626
d.tokos@newportoregon.gov

STATE OF OREGON, by and through its
Department of Transportation

By [Signature]
Public Transportation Division Administrator

Name Marsha HOSKINS
(printed)

Date 06/23/2023

APPROVAL RECOMMENDED

By [Signature]
SRTS Program Manager

Date 5/19/2023

By [Signature]
State Traffic-Roadway Engineer

Date 5/10/2023

By see signature next page
District Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Sam Zeigler via email
Assistant Attorney General

Date 2/8/2023

SRTS Program Manager:

Xao Posadas
555 13th Street NE
Salem, Oregon 97301
971-718-6170
XaoPosadas@odot.oregon.gov

CITY OF NEWPORT, by and through its
elected officials

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

**LEGAL REVIEW APPROVAL
(If required in Recipient’s process)**

By _____
Recipient’s Legal Counsel

Date _____

Recipient Contact:

Derrick I. Tokos, AICP
Community Development Director
169 SW Coast Hwy
Newport, Oregon 97365
(541) 574-0626
d.tokos@newportoregon.gov

STATE OF OREGON, by and through its
Department of Transportation

By _____
Public Transportation Division Administrator

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By See signature previous page
SRTS Program Manager

Date _____

By See signature previous page
State Traffic-Roadway Engineer

Date _____

By Brian Morey
District Manager

Date 5/15/23

APPROVED AS TO LEGAL SUFFICIENCY

By Sam Zeigler via email
Assistant Attorney General

Date 2/8/2023

SRTS Program Manager:

Xao Posadas
555 13th Street NE
Salem, Oregon 97301
971-718-6170
Xao.Posadas@odot.oregon.gov

EXHIBIT A

Project Description, Key Milestones, Schedule and Budget

Agreement No. SRTS23-12

Project Name: Newport MS / Harney / Sidewalk / 22

A. PROJECT DESCRIPTION

The Project will construct sidewalk on the west side of NE Harney Street between US 20 and NE 3rd Street, connecting to the crossing at US 20.

Recipient acknowledges the following Project location is on or along a state highway:

- Within the limits of this Project, U.S. Route 20

Recipient must submit an approved copy of the ODOT Permit and/or Design Exception for these Project locations to the ODOT Program Manager by Key Milestone 1 identified in Table 1 below. For Project locations including construction or alteration of curb ramps, Recipient must submit an approved ODOT Curb Ramp Inspection Form 734-5020 to the ODOT Program Manager before Project acceptance showing that each curb ramp meets ODOT standards and is ADA compliant.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section 5.

B. PROJECT KEY MILESTONES AND SCHEDULE

The Project has two (2) Key Milestone(s). Key Milestones are used for evaluating performance on the Project as described in the Agreement. Neither Key Milestone 1, Planning, design, permitting and land acquisition, nor Key Milestone 2, Project completion, can be changed without an amendment to the Agreement.

If Recipient anticipates either that Key Milestone 1 will require material changes or that Key Milestone 2 will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4.c of the Agreement, to SRTSProgramMailbox@odot.oregon.gov as soon as Recipient becomes aware of any possible change or delay. Recipient must submit the Request for Change Order before materially changing the project scope (Key Milestone 1) or delaying the Project completion (Key Milestone 2).

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	Planning, design, permitting and land acquisition.	9/1/2023

ODOT / City of Newport
Agreement No. SRTS23-12

2	Project completion (Project must be completed within 5 years of agreement execution.)	9/1/2024
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***Prior to Project acceptance when project is on or along a state highway or triggers ADA mitigation and includes construction or alteration of curb ramps, Recipient must submit an approved ODOT Curb Ramp Inspection Form 734-5020 to the ODOT Program Manager.**

EXHIBIT B

Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
2. Recipient shall notify SRTS Program Manager in writing when any contact information changes during the Agreement.
3. Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as seven (7) years from its completion date (the "Project Useful Life"). After the Project Useful Life, maintenance of the Project shall conform to any maintenance agreement in place between the Parties. If no maintenance agreement exists, ODOT will maintain that portion of the Project that is within its jurisdiction unless otherwise provided in Exhibit A to this Agreement.
4. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.
5. **Americans with Disabilities Act Compliance**
 - a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
 - i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. During Project Construction, Recipient must have a contractor with an active ODOT ADA Contractor Certification directly supervise any construction or alteration of curb ramps. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp

meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
 - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. **Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;
Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
 - iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
 - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.

- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 5 shall survive termination of this Agreement.

6. Work Performed within ODOT's Right of Way

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. ODOT may charge for review of work to be performed on or along the state highway. The estimated cost to Recipient will be determined by ODOT in advance and shall be subject to the approval of Recipient prior to the services being rendered.
- c. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- d. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- e. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

7. General Standards

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program’s investment meets the intent of the application and the Program.

8. Land Use Decisions

- a. Recipient shall obtain all permits, “land use decisions” as that term is defined by ORS 197.015(1) (2020), and any other approvals necessary for Recipient to complete the Project by the Project completion deadline identified in Exhibit A (each a “Land Use Decision” and collectively, “Land Use Decisions”).
- b. If at any time before the Availability Termination Date identified in Section 1 of this Agreement ODOT concludes, in its sole discretion, that Recipient is unlikely to obtain one or more Land Use Decisions before the Availability Termination Date, ODOT may (i) suspend the further disbursement of Grant Funds upon written notice to Recipient (a “Disbursement Suspension”) and (ii) exercise any of its other rights and remedies under this Agreement, including, without limitation, terminating the Agreement and recovering all Grant Funds previously disbursed to Recipient.
- c. If after a Disbursement Suspension ODOT concludes, in its sole discretion and based upon additional information or events, that Recipient is likely to timely obtain the Land Use Decision or Decisions that triggered the Disbursement Suspension, ODOT will recommence disbursing Grant Funds as otherwise provided in this Agreement.
- d. This Section 8 is in addition to, and not in lieu of, ODOT’s rights and remedies under Section 5.h (“Recovery of Grant Funds”) of this Agreement.

9. Website

Recipient shall provide ODOT a link to any website created about the Project identified in Exhibit A before any costs being considered eligible for reimbursement. Recipient shall notify the SRTS Program Manager in writing when the link changes during the term of this Grant Agreement.

10. Photographs

Recipient shall provide pre-construction Project photographs within thirty (30) days of the execution of this Agreement. Recipient shall provide Project photographs thirty (30) days after Project is completed.

EXHIBIT C

Subagreement Insurance Requirements

1. GENERAL.

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003 (if any) that its sub-recipients, contractors or subcontractors (“contractor”): i) obtain insurance specified in this Exhibit under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Recipient. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which the Recipient is a Party. All references to “contractor” in this Exhibit refer to Recipient’s contractor as identified in this Paragraph 1.a.
- b. The insurance specified below is a minimum requirement that the Recipient shall require each of its contractors to meet, and shall include such requirement in each of Recipient’s subagreements with its contractors. Recipient may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require each of its contractors to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Recipient’s contractors shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Recipient’s contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer’s Liability Insurance with limits not less than \$500,000 each accident. **Recipient’s contractors shall require compliance with these requirements in each of their subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Recipient's contractors shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

c. AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Recipient's contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

d. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

e. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the

maximum “tail “ coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

f. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days’ written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

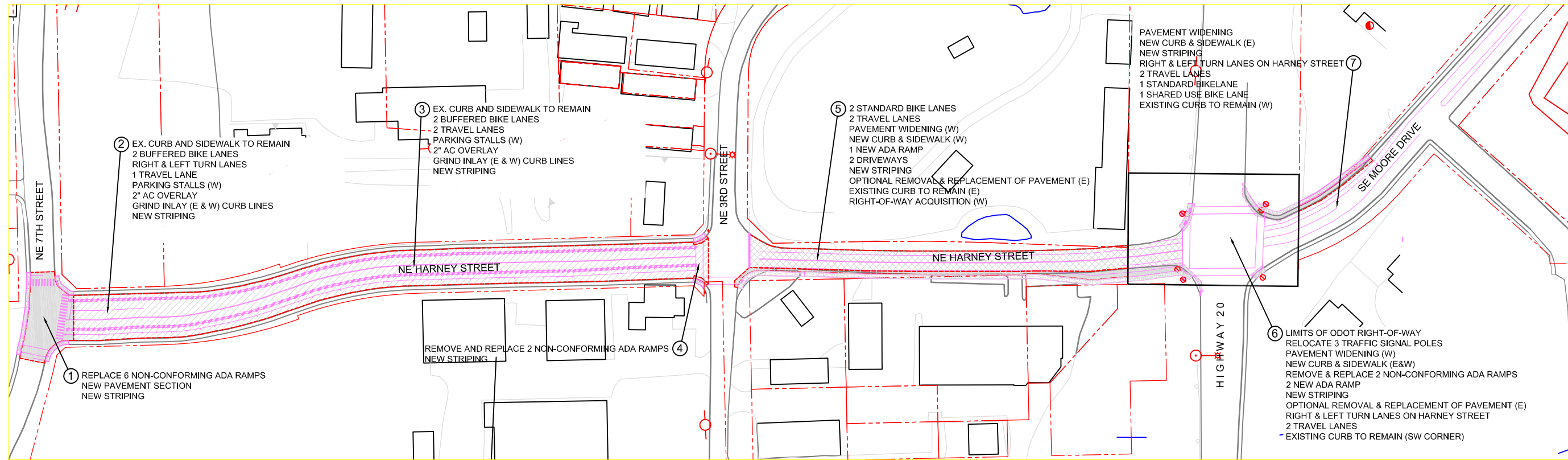
g. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must endorse: i) **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers’ Compensation.

The Recipient shall immediately notify ODOT of any change in insurance coverage.

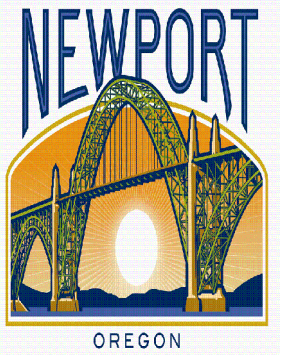


1 VICINITY MAP
C1 N.T.S.



2 CONCEPTUAL SAFE ROUTES TO SCHOOL PLAN (HARNEY STREET)
C1 N.T.S.

This record drawing has been prepared, in part, based upon information furnished by others. While this information is believed to be reliable, the Engineer assumes no responsibility for the accuracy of this record drawing or for any errors or omissions that may have been incorporated into it as a result of incorrect information provided to the Engineer.



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541-574-3376
www.newportoregon.gov

REV.	DATE	DESCRIPTION	BY

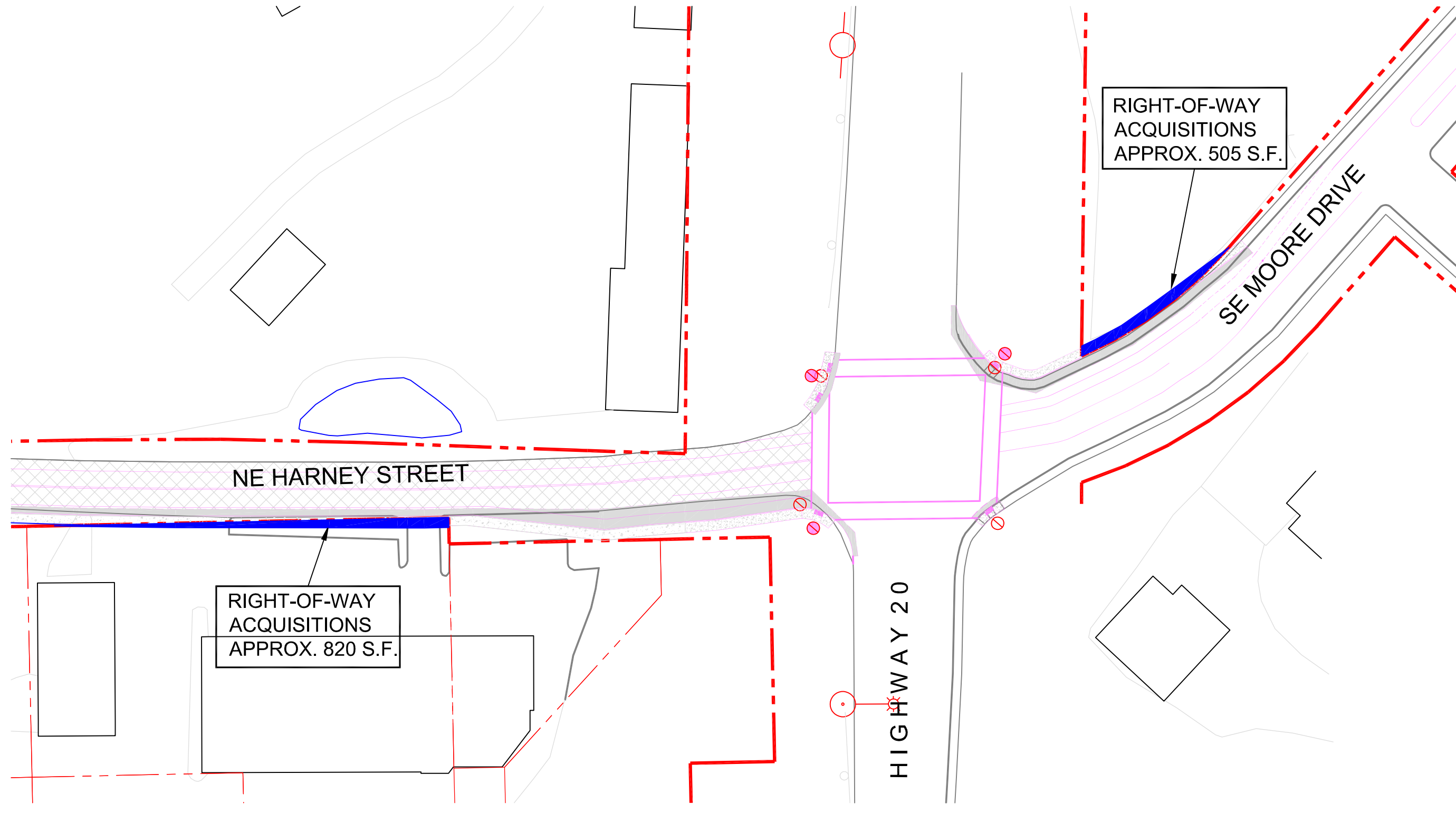
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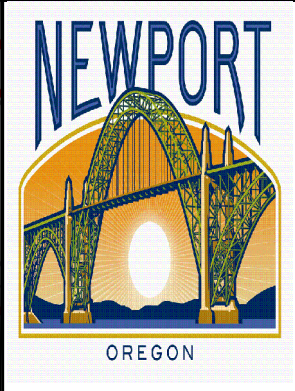
Date: Sheet No. **C-1**
7-28-2022

DATE: 7/29/22 FILE: C:\Users\c.beatty\Documents\CAB\Cost Estimating for Planning\Harney-Hwy 20 Cost Estimate\Hwy 20 and Harney (7-28-2022).dwg

DATE:7/29/22 FILE:C:\Users\cbeatty\Documents\CAB\Cost Estimating for Planning\Harney-Hwy 20 Cost Estimate\Hwy 20 and Harney - ROW Map (7-28-2022).dwg



This record drawing has been prepared, in part, based upon information furnished by others. While this information is believed to be reliable, the Engineer assumes no responsibility for the accuracy of this record drawing or for any errors or omissions that may have been incorporated into it as a result of incorrect information provided to the Engineer.



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Designed By: #####
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 Checked By: #####
 Project No: #####

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Sheet No. **C-2**
Date **7-28-2022**

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: January 16, 2024

Agenda Item:

Consideration and Potential Adoption of Resolution 4008, a Resolution Recertifying a Water Supply Management and Conservation Work Group.

Background:

In May 2022, the City Council adopted Resolution No. 3949, a resolution creating a water supply management conservation work group. The work of this group was initiated then stopped, when a vacancy in the Deputy City Recorder position impacted our ability to support a number of projects, including the Water Supply Management Conservation Work Group. This Group resumed meeting late in 2023, and the mission remains the same for utilizing this Group moving forward.

In addition, the City has received a grant to conduct a water protection plan. We have entered into a contract with GSI Water Solutions to develop this plan. The Water Conservation Group will be utilized as part of the steering committee for this effort. Finally, I am soliciting proposals for consulting services to assist in preparing the technical report for the Water Conservation Group. With the vacancies we currently have in the public works director and city engineer positions, we are limited on resources to assist with the development of a report and recommendation for this Group. The Group will be reviewing proposals in February and a recommendation will come forth to the City Council about funding these services. Resolution No. 4008 will extend the Work Group and the terms of the members through December 31, 2024.

Recommendation:

I recommend the City Council consider the following motion:

I move to adopt Resolution No. 4008, a resolution recertifying a Water Supply Management Conservation Work Group through December 31, 2024.

Fiscal Effects:

None by recertifying the Work Group. City Council will be receiving a recommendation to provide some funding to provide technical assistance to the Work Group to complete their task at a future Council meeting.

Alternatives:

None recommended.

Respectfully submitted,

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

Spencer Nebel, City Manager

CITY OF NEWPORT

RESOLUTION NO. 4008

RESOLUTION RECERTIFYING A WATER SUPPLY MANAGEMENT AND CONSERVATION WORK GROUP

WHEREAS, on June 28, 2021, the city issued notice of an Alert Stage 1 Water Curtailment in conjunction with the Lincoln County Commissioner’s declaration of a countywide drought. This was a water system advisory which informed the community of the situation and recommended voluntary water conservation; and

WHEREAS, the Newport City Council adopted an Alert Stage 2 Water Curtailment restriction effective August 4, 2021. A Stage 2 Water Curtailment is issued when unplanned maintenance/repairs or construction activities occur that significantly affect the water treatment plant or storage and distribution system operations in a short-term manner; and

WHEREAS, the Siletz River, which is the main supply for the Big Creek Reservoir, and the City of Newport drinking water system has been experiencing declining flows, and the Siletz River flows continue to decline; and

WHEREAS, considering complexities inherent to this program, and community interest in its successful implementation, it is both appropriate and necessary to establish a work group to evaluate the program; and

WHEREAS, on May 16, 2022, the Newport City Council Adopted Resolution # 3949 creating a Water Supply Management and Conservation Work Group; and

WHEREAS, the initial meeting schedule and duration of work group task was supposed to end on December 31, 2023; and

WHEREAS, the workgroup needs additional time to issue a report of findings to the Newport City Council, and the workgroup duration needs extended.

THE CITY OF NEWPORT RESOLVES AS FOLLOWS:

Section 1. Water Supply Management and Conservation Work Group Established. There is hereby established a Water Supply Management and Conservation Work Group. The Work Group shall consist of an individual representing each of the following stakeholder groups:

Fish Plant Processing Industry (1)	Hydrologic and Service Water Industry (1)
Hospitality Industry (1)	Mid-coast Watersheds Council (1)
Brewery Industry (1)	Oregon Coast Community Forest Association (1)
Restaurant/Retail Industry (1)	Residential Customer (1)
Lincoln County SWCD (1)	

Section 2. Work Group Responsibilities. The Water Supply Management and Conservation Work Group shall have the following powers, duties, and functions:

- A. Collect and evaluate information, provide recommendations to city administration on water management and conservation strategies and technologies, watershed condition and

production, potential water conservation policies and practices, and water supply infrastructure condition and capacity.

Section 3. Administrative Support. City staff shall perform administrative functions for the Water Supply Management and Conservation Work Group.

Section 4. Meeting Schedule and Duration. The Water Supply Management and Conservation Work Group shall begin meeting as soon as appointments are made and practicable. The dates and times of the meetings will be determined by a majority of the Work Group in consultation with city staff. The Work Group shall complete its work by December 31, 2024.

Section 5. Appointment. The terms of the appointed members of the workgroup will be extended to December 31, 2024.

Section 6. Effective Date. This resolution shall be effective immediately upon passage.

Section 7. Newport Res. # 3949 is repealed and replaced.

Adopted by the City Council of the City of Newport on January 29, 2024.

Jan Kaplan, Mayor

ATTEST:

Erik Glover, Assistant City Manager/City Recorder

CITY OF NEWPORT

RESOLUTION NO. 3949

RESOLUTION ESTABLISHING A WATER SUPPLY MANAGEMENT AND CONSERVATION WORK GROUP

WHEREAS, on June 28, 2021, the city issued notice of an Alert Stage 1 Water Curtailment in conjunction with the Lincoln County Commissioner's declaration of a countywide drought. This was a water system advisory which informed the community of the situation and recommended voluntary water conservation; and

WHEREAS, the Newport City Council adopted an Alert Stage 2 Water Curtailment restriction effective August 4, 2021. A Stage 2 Water Curtailment is issued when unplanned maintenance/repairs or construction activities occur that significantly affect the water treatment plant or storage and distribution system operations in a short-term manner; and

WHEREAS, the Siletz River, which is the main supply for the Big Creek Reservoir, and the City of Newport drinking water system has been experiencing declining flows, and the Siletz River flows continue to decline; and

WHEREAS, considering complexities inherent to this program, and community interest in its successful implementation, it is both appropriate and necessary to establish a work group to evaluate the program; and

WHEREAS, on September 20, 2021, the Newport City Council directed staff to prepare a resolution creating a Water Supply Management and Conservation Work Group.

THE CITY OF NEWPORT RESOLVES AS FOLLOWS:

Section 1. Water Supply Management and Conservation Work Group Established. There is hereby established a Water Supply Management and Conservation Work Group. The Work Group shall consist of an individual representing each of the following stakeholder groups:

Fish Plant Processing Industry (1)	Hydrologic and Service Water Industry (1)
Hospitality Industry (1)	Mid-coast Watersheds Council (1)
Brewery Industry (1)	Oregon Coast Community Forest Association (1)
Restaurant/Retail Industry (1)	Residential Customer (1)
Lincoln County SWCD (1)	

Section 2. Work Group Responsibilities. The Water Supply Management and Conservation Work Group shall have the following powers, duties, and functions:

- A. Collect and evaluate information, provide recommendations to city administration on water management and conservation strategies and technologies, watershed condition and production, potential water conservation policies and practices, and water supply infrastructure condition and capacity.

Section 3. Administrative Support. City staff shall perform administrative functions for the Water Supply Management and Conservation Work Group.

Section 4. Meeting Schedule and Duration. The Water Supply Management and Conservation Work Group shall begin meeting as soon as appointments are made and practicable. The dates and times of the meetings will be determined by a majority of the Work Group in consultation with city staff. The Work Group shall complete its work by December 31, 2023.

Section 5. Appointment. The City Manager, or designee, will identify interested individuals from each stakeholder group, and a list of the individuals representing the stakeholder groups, outlined in Section 1, shall be appointed by the Mayor subject to ratification of the City Council.

Section 6. Effective Date. This resolution shall be effective immediately upon passage.

Adopted by the City Council of the City of Newport on May 16, 2022.



Dean H. Sawyer, Mayor

ATTEST:



Erik S. Glover, Assistant City Manager/City Recorder

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: January 16, 2024

Agenda Item:

Authorization of an Additional Full-Time Equivalent (FTE) Position for Finance.

Background:

This position, if authorized, will focus on receivables, including responsibilities that will be forthcoming in our collections and write-off policy that is currently under development. This has been a discussion item at many Budget Committee meetings, and as part of our long-term financial planning. I am convinced that our current staffing levels will not be sufficient to provide the level of work that will be beneficial to the City in the long-run. If this position is successful, it should actually result in additional receivables coming into the City that might help offset a portion of the cost of the position. This will go a long way toward equitably dealing with all of our customers in the City. If authorized, we will proceed to fill this position this fiscal year.

Recommendation:

I recommend the City Council consider the following motion:

I move to authorize the addition of one FTE to the Finance Department for an Accounting Tech - Receivables position with a non-exempt salary range of N210 (\$4068-\$5333 per month)

Fiscal Effects:

The supplemental budget included \$50,000 for the addition of this position for the balance of this fiscal year. It is unlikely we will spend that much, due to the time it will take to hire for this position.

Alternatives:

None recommended.

Respectfully submitted,

Spencer Nebel
City Manager



STAFF REPORT
CITY COUNCIL AGENDA ITEM

Meeting Date: January 16, 2024

Title: Finance Position - Full-time Accounting Technician-Receivables

Prepared by: Barb James, HR Director

Recommended Motion: Request to establish a new full-time (40 hrs./week) Accounting Technician-Receivables position for the Finance Department.

Background Information:

The Finance Department has been working short staffed on and off in 2023 due to a retirement of a long-term employee in August 2022, the departure of the Finance Director in February 2022, and Steve Baugher filling both the Assistant Finance Director and the Finance Director roles until the hiring of the Assistant Finance Director (Eric Carpenter) in July 2023.

The staffing challenges combined with the existing workload in the department has hindered staff's ability to focus on much needed collection activity of water bills, property clean-up, and various other delinquent accounts.

In addition to the collection function, the position will perform a variety of accounting and clerical tasks primarily related to transient room tax, business license, airport leases, and other receivables (excluding utility bills). The position will also perform monthly reconciliations for receivable accounts to the General Ledger, and provide back-up for front desk reception services for the Finance Department.

Fiscal Notes: Non-Exempt/ Salary Range N210 \$4,068 - \$5,333/month

Alternatives: None at this time

Attachments: Accounting Technician-Receivables Job Description

ORGANIZATION: City of Newport
DEPARTMENT: Finance

LOCATION: Newport, Oregon
DATE: December 2023

**Non-Exempt
Regular Full-Time
Non-Represented**

JOB TITLE: Accounting Technician - Receivables

Range: N 210

PURPOSE OF POSITION

Perform a variety of accounting and clerical tasks primarily related to transient room tax, business licenses, Airport leases, and other receivable billings (excluding utilities). Perform monthly reconciliations for receivable accounts to the General Ledger. Process and distribute incoming and outgoing mail. Provide back-up only front desk reception services for the Finance Department. Perform collection activity related to unpaid water bills, property maintenance issues, and other delinquent accounts.

ESSENTIAL JOB FUNCTIONS AND EXAMPLES OF DUTIES PERFORMED

Process business license applications, which includes vacation rentals, and business license renewals. Prepare, generate, and maintain documentation for business licenses, vacation rentals, and parking permits. Manage the business license receivable accounts which includes preparing billings, processing payments, and monitoring receivable accounts to ensure timely payments of billings. Review City ordinance to verify that businesses are meeting all the requirements in the City ordinance.

Prepare, generate, and maintain documentation for transient room tax receivable accounts. Manage transient room tax receivable accounts which includes mailing monthly room tax return forms, processing completed room tax returns, processing payments, and monitoring receivable accounts to ensure timely payments of transient room taxes.

Prepare, generate, and maintain documentation for accounts receivable. Accounts receivable accounts includes Airport leases; City property leases; Fire, Police, Engineering, and other department billings; and other miscellaneous accounts receivable billings. Manage the accounts receivable accounts which includes preparing billings, processing payments, and monitoring receivable accounts to ensure timely payments of billings.

Perform collection activity related to unpaid water bills, property maintenance issues, and other delinquent accounts, and provide reporting data to department management on status of uncollected accounts.

Accurately process and distribute all incoming and outgoing mail. For internal control purposes, maintain a log of total daily check amounts received in the mail. Cross train for other functions as directed.

Back up the front desk as needed by accepting daily payments from walk-in customers, receipting payments by mail, receipting payments and checks from City departments, balancing the cash drawer on a daily basis, preparing deposits, and posting deposits to the general ledger, as needed.

Perform other duties as assigned.

JOB QUALIFICATION REQUIREMENTS

MINIMUM/MANDATORY EDUCATION AND EXPERIENCE REQUIREMENTS:

Any equivalent combination of education and experience that provides the applicant with the knowledge, skills, and abilities required to perform the duties as described. A typical way to obtain the knowledge, skills, and abilities would be a high school diploma or equivalency with some college courses in accounting or

finance, AND 3 years related experience, OR an Associate's Degree with one (1) or more years of progressively responsible experience.

KNOWLEDGE: Knowledge of current office practices and procedures, basic accounting practices, and general customer service procedures. Office procedures, methods, and equipment including computers and such applicable software applications as word processing, spreadsheets, and databases. Mathematical principles. Methods and techniques of proper phone etiquette. Customer service and public relations methods and techniques. English usage, spelling, grammar, and punctuation. Business letter writing and the standard format for typed materials. Knowledge of internal control procedures, office automation, computerized financial applications, and accounts receivable functions. Knowledge of accounting and reporting systems.

SKILLS: Skill in the use of personal computers, various related software programs including Microsoft Office (Outlook, Excel and Word), and standard office equipment. Strong time management, analytical, organization, and prioritization skills. Customer service orientation and skills. Exceptional interpersonal skills, and strong oral and written communications skills with a variety of audiences. competence in business English, spelling, and punctuation. Strong reasoning, math, analysis, and problem-solving skills, combined with excellent judgment and professionalism.

ABILITIES: Ability to establish and maintain an effective working relationship with city management, employees, Council members, other entities, and the general public. Ability to communicate effectively, both orally and in writing, with individuals and groups. Ability to communicate complex material in a simple, understandable manner. Ability to maintain efficient and effective systems and procedures. Ability to prepare and analyze complex financial reports. Ability to function in an intense work environment with numerous interruptions and conflicting demands. Ability to elicit information and cooperation from individuals and groups. Ability to honor the confidentiality required of this position. Ability to manage multiple demands and deadlines that are occurring simultaneously. Physical ability to perform the essential job functions.

PHYSICAL DEMANDS OF POSITION

While performing the duties of this position, the employee is frequently required to sit, stand, bend, kneel, stoop, communicate, reach, and manipulate objects. The position requires mobility, including the ability to frequently lift or move materials up to 5 pounds, and occasionally lift or move materials up to 25 pounds. Manual dexterity and coordination are required more than 50% of the work period to operate such equipment as computers, keyboards, telephones, and standard office equipment.

WORKING CONDITIONS/WORK ENVIRONMENT

Work location is primarily indoors where work occurs under usual office working conditions.

SUPERVISION RECEIVED

Work is performed under the general direction of the Finance Director.

SIGNATURES

This document has been reviewed between the Supervisor and the Incumbent. I understand that this document is intended to describe the most significant essential and auxiliary duties performed by the job/position for illustration purposes, but does not include other occasional work, which may be similar, related to, or a logical assignment for the position. This job/position description does NOT constitute an employment agreement between the employer and employee, and is subject to change by the employer as the organizational needs and requirements of the job change.

I understand and acknowledge I have read the above job description and can perform the essential functions of this position with or without reasonable accommodation. I understand it is my responsibility to contact Human Resources if at any time I require an accommodation to complete the essential functions of the position.

Incumbent Name	Incumbent Signature	Date
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Supervisor Name	Supervisor Signature	Date
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Date Revised: December 2023

Approved by: _____
City Manager

Date: _____

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: January 16, 2024

Agenda Item:
Draft Policy for Government Speech.

Background:

I have drafted a resolution for Council review and discussion regarding use of government speech by departments of the City of Newport. Government speech doctrine is a principle of constitutional law which says that, although the First Amendment free speech clause limits government regulation of private speech, it does not restrict the government when government speaks for itself. In other words, the government is not required to be neutral when expressing its own opinion. It also should be noted that under the First Amendment, the speech includes things such as flags, symbols, and certain actions. Flags and symbols represent different things to different individuals and the meaning of the symbols can change over time based on political and social issues impacting society. As an organization, it may be appropriate for the City to adopt guidelines, or a policy, that provide a process and approval of forms of government speech that may be used by departments to convey certain messages to the public utilizing our facilities and services.

The draft policy provides Department Heads with the latitude to utilize government symbolic speech for short-term issues as the Department Head feels is appropriate. For example, for specific events occurring at the Recreation Center, symbols may be used for events to celebrate or recognize the various groups utilizing the Recreation Center. The temporary events duration is currently identified as 30 days in the draft policy.

For more permanent use of symbolic speech, logos, signs, banner and flags, the draft policy would establish an internal committee to review the proposed logo, emblem, symbol, etc., if it is intended to use the logo or sign for more than 30 days. The City Manager will convene a group of no less than four staff members to review the proposed use and either approve or provide direction to address any concerns with the use of symbolic speech by that department. The City Manager has final approval on the use of any department symbolic speech.

It should be noted that this does not replace the City's flag policy as is currently outlined in Resolution No. 3964. This policy would be used for other forms, logos, welcome signs and other government speech utilizing symbols and other forms of government expression by that department.

The attached draft policy has been developed to create a system of review and guidelines for the use of emblems, logos, welcome signs or other expressions of government speech that departments may utilize either for short-term periods or for longer term periods within

their department or facilities on vehicles, uniforms or for other similar activities. It is the intent of this policy to provide internal guidance to address the desire of departments to utilize government speech that expresses the opinions of that department and/or the City of Newport.

If Council is comfortable with the draft policy, it will be brought back for potential adoption at a February or March City Council meeting. If Council would like to look at a different direction for addressing these issues, then this should be discussed at the meeting with direction provided to the City Manager on how to proceed with this issue.

Recommendation:

None.

Fiscal Effects:

None.

Alternatives:

Direct City Administration and City Attorney to proceed with revisions for potential adoption of a resolution on the use of some symbolic government speech by City departments; redirect this effort to address the government speech in some other manner; do not proceed with any policy at this point; or as suggested by the City Council.

Respectfully submitted,

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

Spencer Nebel
City Manager

City of Newport Resolution No. _____
**Resolution Establishing a Policy for Government Speech by Departments
of the City of Newport**

WHEREAS, the government speech doctrine, in American constitutional law, says that the government is not infringing the free speech rights of individual people when the government declines to use viewpoint neutrality in its own speech and, as a result, government speech allows a government to advance its speech without required viewpoint neutrality when the government itself is the speaker; and

WHEREAS the First Amendment of the U.S. Constitution has been interpreted to include nonverbal or written expressions such as symbols, flags, logos and conduct as part of speech herein referred to as symbolic government speech; and

WHEREAS government speech can send important messages to the public regarding the City's viewpoint on various issues; and

WHEREAS the City Council has adopted a statement regarding the City of Newport being an inclusive organization in the community that embraces diversity, ethnicity, race, age, gender identity, sexual orientation, self-identity and other perspectives; and

WHEREAS speech, symbols, logos and other emblems represent many different things to individuals, and these symbols can take on different meanings over time; and

WHEREAS it has been determined that it could be beneficial to have a City policy where use of various symbols, logos, and emblems be reviewed and approved as it relates to standards adopted by the City Council.

THE CITY OF NEWPORT RESOLVES AS FOLLOWS:

Section 1. Symbolic Government Speech. Symbols, logos, flags, vehicle markings, markings, uniforms and slogans are all various forms of government speech. The authority to utilize symbolic government speech is provided below.

Section 2 Newport Flag Policy. Resolution No. 3964, a resolution establishing the City of Newport flag policy governs the policy for flying outdoor flags at City Hall.

Section 3. Temporary Symbolic Government Speech. City departments may utilize temporary symbolic speech to celebrate or recognize certain events or group activities in the city. The decision to utilize symbolic speech shall be reviewed and approved at the department head level. The use of temporary government symbolic speech shall be for a period of time of 30 days or less.

Section 4. Long-Term Government Symbolic Speech. Long-term government symbolic speech includes, but is not limited to, logos, symbols and other forms of symbolic speech that are proposed to be used by departments for a period in excess of 30 days. Symbolic government speech utilized for more than 30 days shall generally represent a broad spectrum of the Newport community or be neutral in nature. The U.S. flag, State of Oregon flag, POW/MIA flag and City of Newport flags may be displayed at all locations where appropriate.

Symbolic government speech that will be used for greater than 30 days will be submitted to the City Manager who will submit the proposal to a review committee appointed by the City Manager for review and approval.

a.) The City Manager shall appoint a review committee consisting of not less than four staff members to review proposed logos, symbols, and other symbolic speech;

b.) The symbolic government speech will be presented to the committee to determine whether the expression of government speech is consistent with the following criteria:

- 1.) Does the expression broadly represent Newport's diverse population;
- 2.) Does the expression convey a message that encompasses a broad range of Newport citizens;
- 3.) Is the symbolic government speech consistent with the City statement of diversity, equity and inclusion;
- 4.) Is the expression consistent with the general messages provided by the City of Newport.

Section 5. Appeal of the Departmental Use of Symbolic Speech. In the event that a person wishes to challenge the use of symbolic speech by a City Department, that issue can be appealed by submitting a complaint to the City Manager. The City Manager shall provide a response back to the complainant within 21 calendar days. If the complainant remains unsatisfied with the response from the City Manager, then the complainant may appeal the City Manager's decision to the City Council within 14 days from the date of the City Manager's response for final review. The decision of the City Council is final.

Section 6. City Council Government Speech. The City Council is not required to act neutral when expressing its own opinion under the doctrine of government speech.

Section 7. Effective Date. This resolution shall be effective immediately upon adoption.

Adopted by the City Council on _____ 2024.

Jan Kaplan, Mayor

Attest: Erik Glover, Assistant City Manager/City Recorder

Including a link to this US Supreme Court opinion for agenda item 8.E. - Draft Policy for Government Speech - could be useful if there are any questions on government speech. I had provided this link during council discussion in adopting a city hall flag policy a year ago (Res. 3964), and found it to be a useful reference during the discussion. --David

<https://supreme.justia.com/cases/federal/us/596/20-1800/>

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: January 29, 2024

Agenda Item:

Authorization of Travel to Washington DC for Council Members for Meetings for Big Creek Dam.

Background:

Peggy Hawker from Dig Deep Research and Drake Wood from Water Strategies, LLC, are recommending the City plan a trip to Washington DC on behalf of Big Creek Dam in March of this year. Specific dates have not been set for this trip. It has been indicated that it would be appropriate to send two elected officials on this trip and was suggested that Mayor Kaplan and Councilor Hall be designated to go, if they are able to participate and the Council is comfortable with them representing the City. I would like to also consider sending City Engineer, Chris Beatty, to help get him up-to-speed on this project and answer any engineering questions, as well. A delegation of three would be appropriate for this meeting.

The Council rule provides that Council members are allowed to participate with the City reimbursing expenses for attending the League of Oregon Cities function. For other travel, Section 5.10 Conferences and Seminars states: "a request to attend other government - related conferences, training, seminars, and meetings will be presented to the Council for approval." As a result, Council is required to approve the travel for any Council members to represent the City in Washington on Big Creek Dam.

Recommendation:

I recommend the City Council consider the following motion:

I move to authorize Mayor Kaplan and Councilor Hall to represent the City in Washington DC with various departments regarding funding for the Big Creek Dam Project.

Fiscal Effects:

The airfare, hotel and meals would be borne by the City. An estimated cost would be approximately \$1,800 per person depending on the length of stay in Washington DC.

Alternatives:

Send different representatives from the City Council, or as suggested by the City Council.

Respectfully submitted,

Spencer Nebel, City Manager

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: January 16, 2024

Agenda Item:

Award of Bid for the Water Treatment Plant Excess Recirculating (XR) Upgrade/Storage Building Project to Emory and Sons Construction Group, LLC, in the Amount of \$568,940.

Background:

The remaining project that resulted from the 2020 water crisis is the installation of an excess recirculating (XR) upgrade at the water treatment plant. Added to this project was a storage building project, however, it was anticipated that the bids would not allow for the construction of this facility. Only one bid was received in the amount of \$568,940 for the base bid for the excess recirculating upgrade and payment to Aria Fittra for services in the amount \$125,660. Sufficient funds have been appropriated to award this bid.

Recommendation:

I recommend that the City Council, acting as the Local Contract Review Board, consider the following motion:

I move to award the base bid for the water treatment plant excess recirculating (XR) upgrade to Emory and Sons Construction Group, LLC, in the amount of \$568,940 and direct the City Manager to execute the contract on behalf of the City of Newport subject to final review and authorization by the City Attorney.

Fiscal Effects:

The amount of \$873,681 is available for this project. We are not able to proceed with a storage building at this time based on the bids for that unit.

Alternatives:

Reject the bids, or as suggested by the City Council.

Respectfully submitted,

Spencer Nebel
City Manager



**STAFF REPORT
CITY COUNCIL AGENDA ITEM**

Meeting Date:
Special Meeting
January 29, 2024

Title: Award of the Base Bid for the WTP Excess Recirculation (XR) Upgrade / Storage Building Project to **Emory & Sons Construction Group, LLC.**

Prepared by: Chris Beatty, PE, Acting City Engineer

Recommended Motion:

I move to award the Base Bid for the WTP Excess Recirculation (XR) Upgrade / Storage Building Project to **Emory & Sons Construction Group, LLC.** in the amount of **\$568,940.00** and direct the City Manager to execute the contract on behalf of the City of Newport, subject to final revisions and authorization by the City Attorney.

Background Information:

The XR system is necessary in order to consistently treat Big Creek Reservoir water. Water quality changes in the reservoir each year are unpredictable, leaving the City vulnerable to water treatment shortfalls and curtailments of supply.

It involves the retrofit of the XR system into the existing WTP. Because the XR system displaces storage area inside the WTP building, a separate storage building is required.

Due to the unknown construction costs of the of the entire project, the bid was based on the following items:

L.S. Bid Price - Payment to Aria Fittra for Services (fixed cost)	\$ 125,6600.00
L.S. Bid Price - Base Bid for WTP Excess Recirculation (XR) Upgrade	\$ X
L.S. Bid Price - Alternate A - Rammed Aggregate Piers / Storage Building	\$ X

The award of the project is based as following options:

- A. If the combined cost for all bid items is within the unobligated, available cash balance of \$873,681.33, the contractor with the lowest total bid will be awarded the contract.

- B. If the combined cost for all bid items is not within the unobligated, available cash balance of \$873,681.33, the contractor with the lowest total bid minus Alternate A will be awarded the project.

The City received 1 bid for the entire project in the amount of \$1,996,640.00 that was not within the option A, however the following bid was within the option B budget.

L.S. Bid Price - Payment to Aria Fittra for Services	\$ 125,660.00
L.S. Bid Price - Base Bid for WTP Excess Recirculation (XR) Upgrade	\$ 443,280.00
Total Bid	\$ 568,940.00

Fiscal Notes:

The unobligated cash balance as of 12/31/2023 is \$873,681.33 and is available for construction of a portion of this project. Future funding for 2024-2025 fiscal year will be requested for the construction of the storage building.

Alternatives:

1. Reject the Base Bid submitted to the City of Newport by Emory & Sons Construction Group, LLC.

Attachments:

None

CITY MANAGER REPORT AND RECOMMENDATIONS



Meeting Date: January 16, 2024

Agenda Item:

Authorization of Funding and the Purchase of a Storage Area Network (SAN) from [RE]DESIGN in the Amount of \$466,810 through the National Cooperative Purchase Alliance (NCPA).

Background:

The critical component of the City's information systems is with the storage area network (SAN). The City's lease with the current system ends in August 2024. It is to the City's advantage to replace our current SAN with one that will provide capacity for growth and is built on current technology to provide connectivity with Microsoft's Azure Government Cloud. In the current year budget, we had provided \$104,000 anticipating a lease for this arrangement. In looking at the terms of the lease, and in an effort to take advantage of a price that will be going up by \$88,000 after February 1, it makes sense for us to do an outright purchase of this system. This will allow for the decommissioning of our existing system without interfering with current operations, since we will be up and running with the new replacement prior to August, should Council approve this purchase. This will result in a savings of the \$88,000 upfront costs, as well as annual finance charges up to 10% per year, if the City chose to lease it over the three-year period, instead of purchasing.

The total cost for this acquisition is \$466,810. The amount of \$104,000 was budgeted as a lease payment in the current fiscal year, presuming that we would lease this equipment going forward. That would require Council to appropriate \$362,810 from the General Fund reserve for future expenditures. The balance in the fund for reserve for future expenditures is \$1,067,084. Since the General Fund is in a relatively strong financial position, I think the City will be better served by making this purchase now rather than spreading out these costs at a higher rate over the next three years.

The City is a member of the National Cooperative Purchase Alliance. The SAN can be purchased through this cooperative purchasing agreement.

Recommendation:

I recommend that the City Council consider the following motion:

I move to authorize the transfer of the \$362,810 from the General Fund reserved for future expenditures, for the purchase of a new SAN for the City of Newport with this change being reflected in a future supplemental budget.

If this motion passes, I recommend the City Council, acting as the Local Contract Review Board consider the following motion:

I move to authorize the purchase of a new storage area network (SAN) through the cooperative purchasing agreement through NCPA for an amount of \$466,810 through Dell and their partner [RE]DESIGN in the amount of \$466,810.

Fiscal Effects:

The amount of \$1,067,084 is in the General Fund reserved for future expenditures can be utilized for this purpose.

Alternatives:

Lease a new SAN, or as suggested by the City Council.

Respectfully submitted,

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

Spencer Nebel
City Manager

2024 STORAGE AREA NETWORK (SAN) REPLACEMENT PROPOSAL



STORAGE AREA NETWORK (SAN) REPLACEMENT PROPOSAL

BACKGROUND

In order to maintain pace with data growth needs, and since our current san is going to end its lease in August 2024, The City of Newport needs to replace our current SAN with one that will provide capacity for growth and is built on current technology to provide connectivity with Microsoft's Azure Government Cloud. To keep pace with this data growth, it's also necessary to match our backup capacity with the purchase of Apex Backup Solutions and an Integrated Data Protection Appliance (IDPA) from Dell to provide backup of our server infrastructure, email and cloud data. To enable disaster recovery in case of complete failure over multiple existing sites, critical data is to be replicated to secure Cloud-based storage as well as to a local redundant site in Newport. A data Deduplication unit coupled with Cloud-storage replication accomplishes this goal. These combined efforts provide protection and expansion for the future, whilst covering a range of online and offline recovery scenarios. To maintain compatibility with the existing Storage Area Network, and to leverage aggressive end of sales year purchasing, the proposed solution would come from our existing vendor, Dell (see attached quotes). Part of our discount is the consideration that we are replacing Dell EMC units with the newer Dell EMC hardware.

FINANCIAL

We are utilizing a Cooperative Purchase Agreement with NCPA from Omnia Partners - Our membership ID is: 4028925. The requested amount for this purchase is \$466,810.00.

RECOMMENDATION

IT is recommending this replacement as a means of modernizing the City Datacenter, to provide redundancy in the event of an emergency, and to better protect and shorten the recovery in the event that the City of Newport is the target of a hack or ransomware event. IT also recommends to purchase this equipment outright rather than enter a 3-year lease agreement as this will save the City of Newport the 8-10% Annual Finance Charges over the next 3 years.

MOTION

Authorize the City of Newport to modernize its data center through the purchase of a new SAN, with the services and hardware provided by Dell and their Partner [RE]DESIGN in the amount of \$466,810.00.

ATTACHEMENTS

Quote from [re]Design - Dells partner for this deployment
Contract from Dell and [re]Design

[re]DESIGN

DELL Technologies

Project Proposal

Data Center Modernization

Version # 2

Delivered on 12/15/23

Prepared By:

The Redesign Group

Prepared for:

City of Newport, OR



Agenda

Introduction to Redesign

Current State Analysis

Proposed Solution Review

Financial Summary

Q&A

Next Steps

[re]DESIGN

Managed Services

[re]DESIGNIT

Private Cloud Hosting

[re]DESIGNCLOUD

Managed Security Services

[re]DESIGNTRUST

Mission
 To disrupt the Technology Solutions Provider Market by setting **a new standard** in customer and manufacturer experience.

Core Values
 To Operate in the **Service of Others**
 To Be **Problem Solvers**
 To Focus on **Long Term Partnerships**

Industry Recognition

<p>United States The Redesign Group</p>	<p>Canada The Redesign Group Canada</p>	<p>UK The Redesign Group LTD</p>	<p>EU The Redesign Group FR</p>
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Top Data Center Partners



Top Security Partners

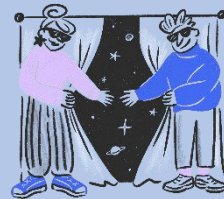


Our Process – Delivering Value with Velocity

Assess



Propose



Implement



Validate



Client Benefit

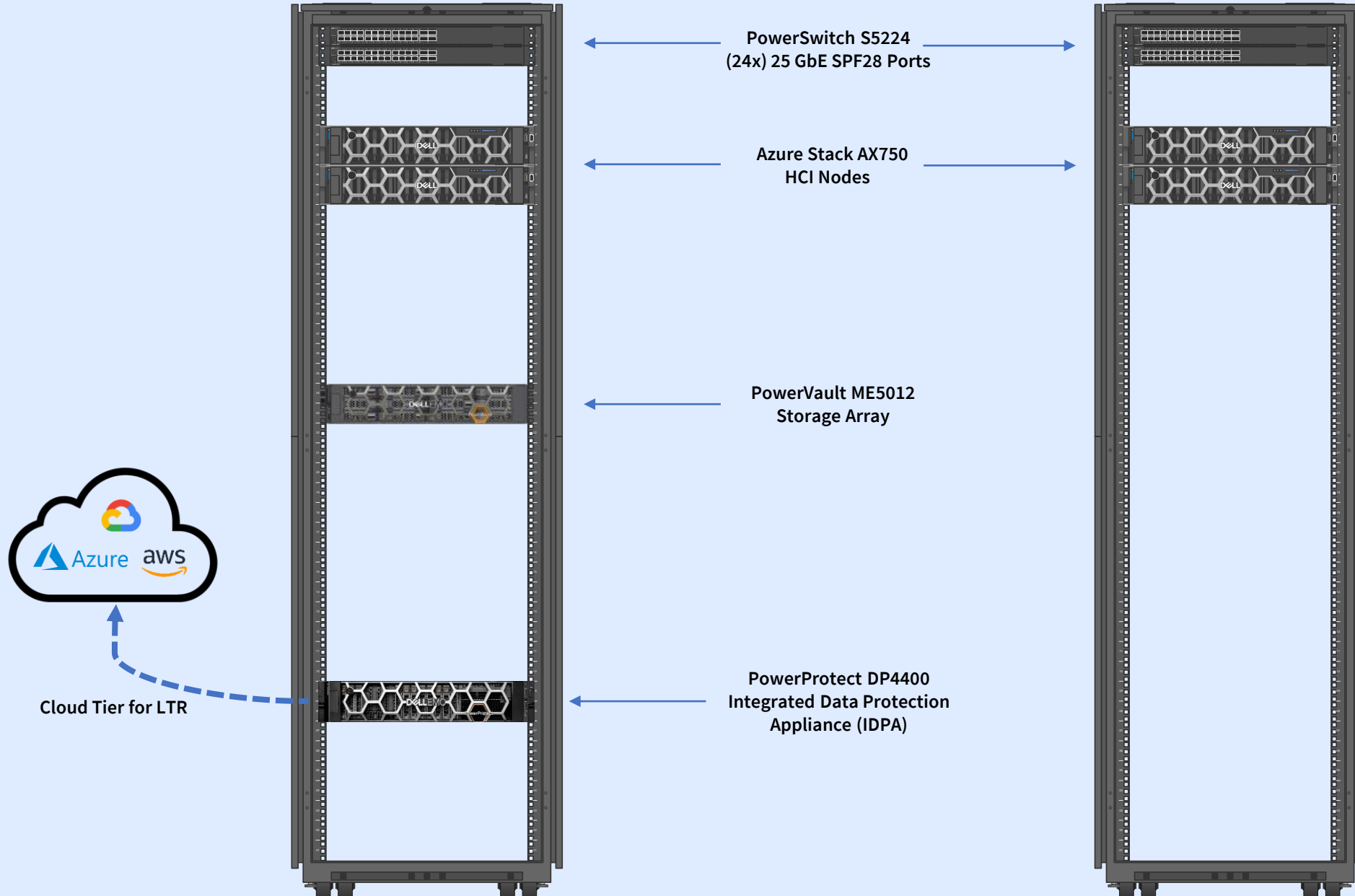
Save Time in Evaluation

**Make More Informed
Technical Decisions**

Optimize Spend

Improve Time to Value

**Build Long Term
Partnership**





Proposed Solution – Azure Stack HCI

Production Overview
HCI Infrastructure Configuration
Network Configuration
Current State Comparison
Professional Services



Azure Stack HCI

Hardware Design

- Node-Based Hyperconverged Infrastructure
- Mesh or Scale out Fabric
- Automated cluster deployment
- AMD and Intel Options

Software

- Windows Server OS Deployment
- Azure Stack HCI OS Deployment
- OpenManage Integration for Microsoft System Center
- Windows Admin Center

Value Drivers

- ARC Integration
- Hybrid Cloud Enabled
- All-Flash Performance
- Microsoft Validated AX Nodes
- Single Source Support HW/SW

Credibility

- 1500+ Customers
- Over 8100 nodes deployed WW
- Microsoft validated partnership since 2017
- 99.9999% hardware availability

Cloud



Azure Stack Hub

Become an Azure service provider

Cloud-native integrated system

- Disconnected scenarios
- Data sovereignty
- Application modernization

Dell Integrated System for Azure Stack Hub

Core



Azure Stack HCI

Modernize Hyper-V Infrastructure with HCI

HCI service in Azure

- Scalable virtualization and storage
- Remote branch office
- High-performance workloads
- Hybrid cloud computing operating model

Dell Integrated System for Azure Stack HCI

Edge



Azure Stack Edge

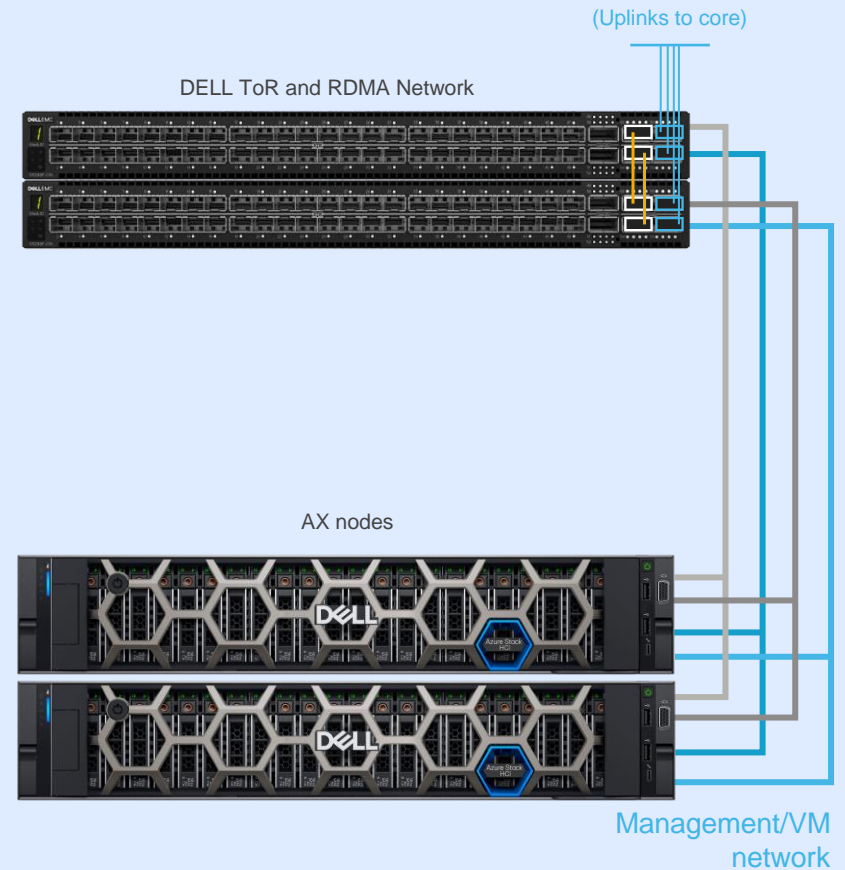
Azure ML/IoT services at the edge

Cloud-managed appliance

- Machine learning at the edge
- Edge compute and IoT solutions
- Network data transfer to cloud


Azure Subscription

Azure Stack HCI	
AX750 – All-Flash Cluster 2 Node Cluster – 6 Total Rack Units	
CPU	Dual Intel 6326 Processor 16 Cores x 2.9 GHz 32 cores per node (92.8 GHz) 64 cores per cluster (185.6 GHz)
Memory	1024 GB (16 x 64 GiB DIMMs) per node 16 open memory slots 2048 GiB per cluster
Drives	BOSS Controller Card + (2) M.2 480GB (RAID 1) BOOT (10) 7.68 TB vSAS SSD 14 free capacity slots per node
Capacity	Total Usable Capacity – 63.2 TiB 2-Way Mirror protection
NICs	(1) Broadcom 57414 Dual Port 10/25GbE, OCP 3.0 LAN (2) Nvidia ConnectX-6 Dual Port 10/25GbE SFP28, PCIe v2 RDMA 4 Ports Used per Node Fully Converged 8 Ports Total
Switches	Fully Converged Network (2) S5224F - (24) 25G SFP28 Ports per Switch
Power	(2) 1100W Fully Redundant (1+1) PSU Per Node 120-240V Autosensing
Licensing	Windows Server 2022 Datacenter – 32 Cores Included Per Node Windows Server User/Device CALs – Not Included Azure Stack HCOI Subscription – Not Included (\$10/physical core/month) iDRAC9 Data Center
Support	36 Months ProSupport Mission Critical (4 Hour)



Component	Current State	New Solution	Difference	% Difference
Compute Nodes	2	2	0	0.00%
CPU/Sockets	4	4	0	0.00%
Cores Total	64	64	0	0.00%
vCPU Ratio	1 : 2.63	1 : 2.28	-0.35	-13.31%
Peak CPU (GHz)	26	185.6	159.6	14.01% Consumed
Net CPU (GHz)	179.2	185.6	6.4	3.57% Change
Peak Memory (GiB)	449.56	2,048	1,598	21.95% Consumed
Net Memory (GiB)	1,024	2,048	1,024	100.00% Change
Storage Used (TiBu)	27.14	63.2	36.06	42.94% Consumed

Component	Current State	New Solution	Difference	% Difference
Compute Nodes	2	2	0	0.00%
CPU/Sockets	4	4	0	0.00%
Cores Total	64	64	0	0.00%
vCPU Ratio	1 : 2.63	1 : 2.28	-0.35	-13.31%
Peak CPU (GHz)	22	185.6	163.6	11.85% Consumed
Net CPU (GHz)	179.2	185.6	6.4	3.57% Change
Peak Memory (GiB)	259.37	2,048	1,789	12.66% Consumed
Net Memory (GiB)	1,024	2,048	1,024	100.00% Change
Storage Used (TiBu)	15.6	63.2	47.6	24.68% Consumed

 PowerVault ME5012	
CPU	(1) Xeon Hewitt Lake CPU Per Controller (2) Controllers
Memory	16GB Per Controller 32GB Appliance Total
Drives	(12) 8TB 7.2K NL-SAS 3.5"
Capacity	87.31TiB Raw 58.2TiB Usable Virtual Storage Mode ADAPT RAID (8+1) 1 Groups Embedded Hot Spares <u>No Data Reduction</u>
Performance	<i>Block Optimized</i> Max Workload 760 IOPS @ 5.93MiB/s
Power	(2) 2200W Fully Redundant (1+1) PSU C19/C20 120-240V Autosensing
IO Modules	Quad Port 25GbE Per Controller 4 Ports Used per Controller 8 Ports Total
Support	36 Months ProSupport Mission Critical (4 Hour)



Phase 1 – Deployment

Redesign will deploy certified engineering resources both onsite & remote who will be guided by an experience project manager to ensure successful implementations of all proposed infrastructure solutions.

Rack & Stack:

- Unpack and inspect all hardware
- Rack, mount and/or position all products and components
- Install and route power, data, and KVM cables
- Apply customer-provided labels to newly installed cables
- Power on all equipment
- Confirm hardware boots and check for errors on all systems
- Configure network addresses on IPMI (i.e., iDRAC) if applicable

HCI Cluster & Network Implementation:

- Install and Configure Backend Network Switches if applicable
- Install Hypervisor and Based on Customer Choice of Windows OS or Azure Stack HCI OS
- Confirm all component drivers and firmware are latest supported versions
- Configure Cluster Shared Volumes
- Install latest firmware and software patches/updates
- Activate and Install all licensing and features
- Validate Cluster implementation and review results with customer
- Setup vendor support systems and automated health checks (SRS Virtual, CloudIQ)

Testing, Validation and Documentation:

- Verify that all components have network connectivity to Client's network
- Perform basic verification tests (i.e., ping, traceroute, show commands)
- Test product failover capability
- Verify configuration aligns with the design
- Create vendor support requests to update all client configuration information and entitlements
- Conduct Knowledge Transfer with the client
- Register customer to receive vendor product alerts if required
- Handover As-Built Documentation

Phase 2 – Migration

Redesign is committed to assisting with the migration of your workloads. Our Senior Engineers will architect and test the migration strategy and transition to a seasoned migration specialist to execute the migration with you on your timeline.

Production Migration:

- Identify all existing Network, Storage, Server, and VM Configs
- Establish migration framework/plan
 - Establish migration order and timeline with Client
 - Setup native migration tools
 - Run a test migration using test/non-production VM
- Includes Hyper-V Replicas or offline copy migration of up to 25 virtual machines.
- **Additional Prof. Services SOW** = Additional migration services available with a custom SOW including, ARC Integration, SCVMM Configuration, P2V, RDM, MS Clusters, 2008 or Older OS, Guest OS updates, applications, Horizon , 3rd party vendor specific migrations, Optimized Migration Tool Licensing and services.

Impacting Factors:

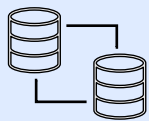
NOTE: We have separated out the migration as Phase 2 due to inherent nuances that warrant an extended and often fragmented implementation timeline. Examples include:

- Business impact or strict change control
- Complexity of source to target configuration
- Size and variability of workload types
- Legacy tech debt and/or non-supported configurations
- Maintenance, patching, update, or version issues in environment
- Lack of documentation or knowledge of environment
- Resource availability and/or capacity issues

Proposed Data Protection Solution
VM Backup & Recovery w/ Integrated Data Protection (IDPA)
APEX Backup Services for M365

- (1) Dell Data Protection DP4400 Appliance**
- (2) APEX Backup for SaaS Apps**
- (3) [re]DESIGN Onsite Implementation Services**

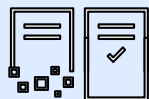
Integrated Data Protection (IDPA) Solution Overview



Backup &
Restore



Replication



Disaster
Recovery



Search &
Analytics



Days

2U and 10x¹

Easy to deploy & upgrade



Hours

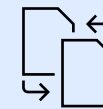


8TB–96TB

→ + 192TB with

without additional HW*

Densest 2U appliance—up to 20% more capacity²



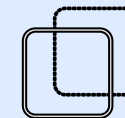
Deduplication



Cloud DR
+ LTR



Instant Access
+ Restore



VMware
Integration

Integrated Data Protection (IDPA) – Sizing Inputs



General VMs							
Type: VMDK-Content is File System		Protocol: DD BoostVS (Win)		Growth Period: 12.0		Growth %: 10.0	
Reduction Rates		Init. Full: 4.43:1		Sub. Full: 32.62:1		Incr.: 7.31:1	
Full (TB): 4.9		Daily Change %: 3		Window (in hours): 16.0		Start: 1800.0	
Incr.(TB): 0.147		Window (in hours): 4.0		Start: 1800.0		Inc. Cycles: 4	
Schedule	Mon: FULL	Tues: FULL	Wed: FULL	Thu: FULL	Fri: FULL	Sat: FULL	Sun: FULL
Additional Active Tier Retention			Full Cycles: 4	Weekly Copies: 6	Monthly Copies: 12	Quarterly Copies: 0	Annual Copies: 1

File Server							
Type: File System		Protocol: DD BoostVS (Win)		Growth Period: 12.0		Growth %: 10.0	
Reduction Rates		Init. Full: 3.22:1		Sub. Full: 32.62:1		Incr.: 8.05:1	
Full (TB): 0.540		Daily Change %: 3		Window (in hours): 16.0		Start: 1800.0	
Incr.(TB): 0.0162		Window (in hours): 4.0		Start: 1800.0		Inc. Cycles: 4	
Schedule	Mon: FULL	Tues: FULL	Wed: FULL	Thu: FULL	Fri: FULL	Sat: FULL	Sun: FULL
Additional Active Tier Retention			Full Cycles: 4	Weekly Copies: 6	Monthly Copies: 12	Quarterly Copies: 0	Annual Copies: 1

Exchange DAG							
Type: Exchange		Protocol: DD Boost-DSP (Win)		Growth Period: 12.0		Growth %: 10.0	
Reduction Rates		Init. Full: 3.33:1		Sub. Full: 32.96:1		Incr.: 5.0:1	
Full (TB): 4.67		Daily Change %: 7.5		Window (in hours): 16.0		Start: 1800.0	
Incr.(TB): 0.35025		Window (in hours): 4.0		Start: 1800.0		Inc. Cycles: 4	
Schedule	Mon: FULL	Tues: FULL	Wed: FULL	Thu: FULL	Fri: FULL	Sat: FULL	Sun: FULL
Additional Active Tier Retention			Full Cycles: 4	Weekly Copies: 6	Monthly Copies: 12	Quarterly Copies: 0	Annual Copies: 5

SQL Server							
Type: DB-SQL		Protocol: DD BoostVS (Win)		Growth Period: 12.0		Growth %: 10.0	
Reduction Rates		Init. Full: 3.45:1		Sub. Full: 22.01:1		Incr.: 5.17:1	
Full (TB): 1.31		Daily Change %: 7.5		Window (in hours): 16.0		Start: 1800.0	
Incr.(TB): 0.09825		Window (in hours): 4.0		Start: 1800.0		Inc. Cycles: 4	
Schedule	Mon: FULL	Tues: FULL	Wed: FULL	Thu: FULL	Fri: FULL	Sat: FULL	Sun: FULL
Additional Active Tier Retention			Full Cycles: 4	Weekly Copies: 6	Monthly Copies: 12	Quarterly Copies: 0	Annual Copies: 1

File Server Uncompressable							
Type: File System		Protocol: DD BoostVS (Win)		Growth Period: 12.0		Growth %: 10.0	
Reduction Rates		Init. Full: 1.0:1		Sub. Full: 32.62:1		Incr.: 8.05:1	
Full (TB): 4.23		Daily Change %: 3		Window (in hours): 16.0		Start: 1800.0	
Incr.(TB): 0.1269		Window (in hours): 4.0		Start: 1800.0		Inc. Cycles: 4	
Schedule	Mon: FULL	Tues: FULL	Wed: FULL	Thu: FULL	Fri: FULL	Sat: FULL	Sun: FULL
Additional Active Tier Retention			Full Cycles: 4	Weekly Copies: 6	Monthly Copies: 12	Quarterly Copies: 0	Annual Copies: 1

Integrated Data Protection (IDPA) - Solution Overview



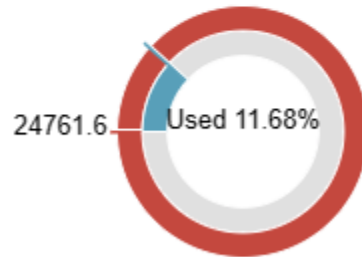
Capacity Details

Storage

Total Backup Env. Size (Today):	15.65 TB
Total Backup Env. Size (3 Years):	20.83 TB
Total Logical Backup Retained vs. Max. Logical Capacity:	976.43 TB / 2,848.51 TB (34.28%)
Physical Capacity Recommended vs. Maximum Physical Capacity:	38.71 TB / 96.00 TB (40.33%)
Physical Capacity Recommended vs. Physical Capacity Configured:	38.71 TB / 48.00 TB (80.66%)
Mixed Workload Streams:	Read <= 50 : Write <= 180 : Total <= 180 : 90/180

Performance Write Metrics

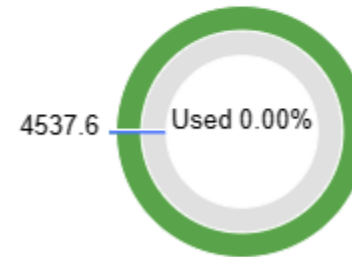
Throughput Unit: Mbit/second



- Max Write Throughput
- Required Write Throughput

Performance Read Metrics

Throughput Unit: Mbit/second



- Max Read Throughput
- Required Read Throughput

Proposed Backup & Recovery Solution – IDPA

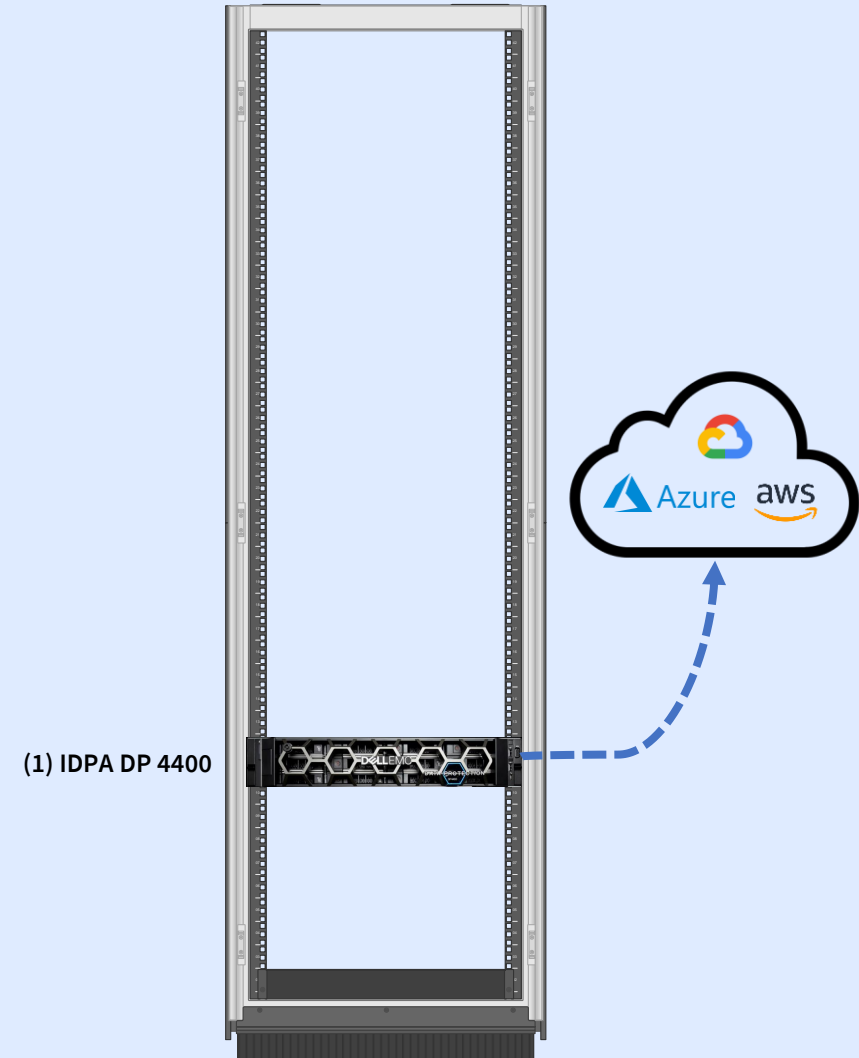


Production IDPA DP4400 2 Total Rack Units	
System	(2) Integrated Data Protection Appliance – DP4400
Capacity	48 TB Active Tier Capacity
Cloud Tier	15TB Cloud Tier Enablement License
Software	Avamar Backup Software – Integrated
Compute	PowerEdge Server – Integrated
Services	Comprehensive Implementation Services
Support	36 Months - ProSupport Mission Critical - 4 Hour

INTEGRATED DATA PROTECTION APPLIANCE



- **Performant** → Industry-best deduplication (55:1 industry average)
- **Efficient** → Space-efficient 2U footprint (scales to 96TB without additional hardware)
- **Integrated** → Native integration and single line of support between SW/HW
- **Cloud Enabled** → Industry leading public cloud integration for LTR & DR
- **Secure** → FIPS-140-2 Encryption At-Rest and In-Flight





APEX Backup Services for M365

Production Overview
Sizing & Retention Details
APEX Backup Services Licensing & Included Features Review
Professional Services
Financial Summary

APEX Backup Service

Cloud Data Protection

- All-in-one secure protection with backup, disaster recovery and long-term retention. 100% SaaS
- Leverages Data Deduplication across WAN
- Rapid Time to Value – Deploys in minutes and can be expanded in seconds
- Data is replicated across 3 Availability Zones
- Option to leverage AWS for Disaster Recovery (1 Hour RPO, 4 Hour RTO)

Centralized Management

- Single console to monitor and manage all cloud workloads
- VMware, Hyper-V, NAS, SQL, Oracle
- Office 365 (Exchange, OneDrive, Teams & Sharepoint), Google Workspace, Salesforce.com
- Endpoints – Laptops, Desktops, Mobile

Highly Secure

- All backups air-gapped in Dells hardened S3 account completely separated from production
- External access to backup data blocked via IAM, RBA, MFA
- All backup data encrypted in transit and at rest with customer-managed keys
- Metadata needed to assemble sharded data stored in separate AWS service
- Anomaly detection and deletion prevention

Credibility

- 350PB+ Data Under Management
- 14K+ Customers
- Gartner Peer Insights Customers Choice Recipient (Highest Honor)
- Meets or exceeds FIPS, HIPPA, ITAR, ISO, SOC2 Compliance

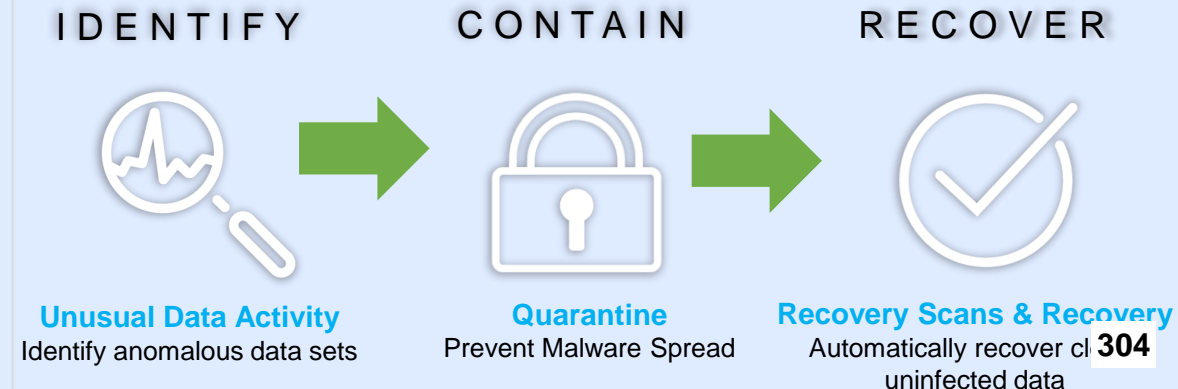
Architecture

Hybrid Workloads

Microsoft 365 Data Protection

- Legal hold and eDiscovery
- Automated compliance
- Federated search
- Complete visibility across all Microsoft 365 apps

Ransomware Protection





Hybrid Workloads			
Feature	Standard	Premium	Premium Plus
Protection			
Backup: schedule / on-demand	X	X	X
Recovery: full and item	X	X	X
Recovery: restore to orig or alt.	X	X	X
Recovery: search	X	X	X
Supported Workloads			
Linux and Windows file server	X	X	X
NAS storage	X	X	X
SQL server	X	X	X
Oracle	X	X	X
VMware (on-prem and VMC)	X	X	X
Hyper-V	X	X	X
Nutanix AHV	X	X	X
General			
Global deduplication	X	X	X
Intelligent tiering for LT retention	X	X	X
VMware file level recovery	X	X	X
CloudCache		X	X
Multi-site administration		X	X
Multi-region		X	X
Add-ons			
Cloud DR (VMware)		\$ (VM count)	Included (unlimited)
Deployment for U.S. gov cloud	\$	\$	\$
Ransomware Recovery	\$	\$	\$

Not Included

SaaS Apps: Microsoft 365 and Google Workspace			
Feature	Business	Standard	Premium
Protection			
Backup: Schedule / on-demand	X	X	X
Recovery: Full and item	X	X	X
Recovery: Restore to orig or alt.	X	X	X
Recovery: Search	X	X	X
Infrastructure			
Minimum Users	50	50	50
Storage (Front End)	10GB	50GB	50GB
Compute included	X	X	X
Adv Deployment and Admin			
Regional storage provisioning	Limited regions ¹	All regions	All regions
MS AD integration		X	X
Delegated admin	X	X	X
Preserved users		X ²	X ²
Shared mailboxes		X ³	X ³
PST download	X	X	X
Governance			
Fed search			X
eDiscovery (Legal Hold)			X
Defensible deletion			X
Add-ons			
Deployment for U.S. gov cloud		\$ ³	\$ ³
Storage add-ons		\$	\$
Compliance		\$	\$
Preserved users		\$	\$

Included


Endpoint		
Feature	Standard	Premium
Protection		
Backup – sched/on-demand	X	X
Recovery- full and item	X	X
Recovery - restore to original or alternative	X	X
Recovery – Search	X	X
Infrastructure		
Capacity Included (Front End)	50GB	50GB
Compute Included	X	X
Adv Deployment and Admin		
Regional Storage provisioning	all supported regions	all supported regions
MS Active Directory Integration	X	X
Delegated Admin	X	X
Governance		
Fed Search		X
eDiscovery (Legal Hold)		X
Defensible Deletion		X
Endpoints only		
Device Refresh/OS Migration	X	X
MDM Integration MobileIron, AirWatch, Mass360	X	X
Data Loss prevention (Remote wipe, Geo-tracking, Encryption)	X	X
Integrated Mass Deployments	X	X
Add-ons		
Deployment for U.S. gov cloud	Add-on (\$)	Add-on (\$)
Storage Add-ons	Add-on (\$)	Add-on (\$)
Compliance	Add-on (\$)	Add-on (\$)

Not Included



COMPONENT	DETAIL	INVESTMENT
Top-of-Rack Switches for Prod 1	• (2) S5224F Top of Rack Switches + 36 Months ProSupport (4 Hour)	\$18,375
Production Cluster 1	• (2) Node Azure Stack HCI + 36 Months ProSupport (4 Hour)	\$134,918
Top-of-Rack Switches for Prod 2	• (2) S5224F Top of Rack Switches + 36 Months ProSupport (4 Hour)	\$18,375
Production Cluster 2	• (2) Node Azure Stack HCI + 36 Months ProSupport (4 Hour)	\$134,918
Milestone Storage	• (2) PowerVault ME5012 Storage Array + 36 Months ProSupport (4 Hour)	\$39,428
VM Backup & Recovery	• (1) IDPA DP4400 + 36 Months ProSupport (4 Hour)	\$102,188
O365 Protection	• (180) Users APEX Backup Services for SaaS Premium – Office 365 Users + 36 Month Subscription	\$18,608
[RE]DESIGN Services	• [RE]DESIGN White Glove Delivery and Migration Services	\$0
[RE]DESIGN Services	• Additional Services for Complete Migration + Backup Setup (Offer Expires 1.31.24)	\$0
TOTAL INVESTMENT (3YR)		\$466,810

\$88,112 Additional Discounts Applied to Quote for Dell Q4 FY24 (Expires Jan 31, 2024)



3-Year Satisfaction Guarantee

With the purchase of a three-year ProSupport agreement, Dell EMC guarantees three-years of storage, data protection, and hyperconverged product satisfaction, while the industry standard is 30-days.

Hardware Investment Protection

Take the opportunity to trade-in existing, or competitive systems, for credit towards next generation Dell EMC storage, data protection, or HCI product offerings.

Clear Price Maintenance

Clear and transparent support pricing that details prepaid support and locks in future maintenance costs with the Dell EMC Clear Price Support Framework.

TOTAL INVESTMENT:

\$466,810

ANNUAL PAYMENT:

\$163,411.51

* Pricing Does Not Include Taxes or Shipping

Data Center Modernization

City of Newport, OR

by

Sarah Reynolds
Technical Inside Sales Representative
The [RE]DESIGN Group
sreynolds@redesign-group.com

for

Travis Reeves
t.reeves@newportoregon.gov
City of Newport
Acting IT Director

Contract Code

Description	Qty
NCPA 01-143 Contract Code C000001105509	

Top-of-Rack Switches for Prod 1

Description	Price	Qty	Ext. Price
BUILD (2) S5224F Top of Rack Switches + 36 Months ProSupport (4 Hour)	\$18,375.00	1	\$18,375.00
210-APHT Dell EMC S5224F-ON Switch, 24x 25GbE SFP28, 4x 100GbE QSFP28 ports, PSU to IO air, 2x PSU		2	
343-BBLP Dell EMC S52XX-ON Series User Guide		2	
634-BRWJ OS10 Enterprise, S5224F-ON		2	
634-BYIJ OS10 SmartFabric Services		2	
818-4983 Dell Hardware Limited Warranty 1 Year		2	
818-4996 ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year		2	
818-4997 ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended		2	
818-5015 ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Years		2	
975-3461 Dell Limited Hardware Warranty Extended Year(s)		2	
989-3439 Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355		2	
997-6306 Info 3rd Party Software Warranty provided by Vendor		2	
812-4037 ProDeploy Plus No Charge Training 500		2	
870-5162 CoDeliver - ProDeploy Plus Dell Networking S Series 5xxx Switch - Deployment		2	
848-8538 3 Years ProSupport OS10 Enterprise Software Support-Maintenance		2	
450-AASX Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US		2	
450-AASX Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US		2	
210-AXLU Cables & Others Virtual Base		1	
407-BCZR Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach		4	

Top-of-Rack Switches for Prod 1

Description	Price	Qty	Ext. Price
470-BBCX	Dell Networking, Cable, SFP28 to SFP28, 25GbE,Passive Copper Twinax Direct Attach Cable,3 Meter	8	
470-ABOU	Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter	2	
470-ACLK	Dell Networking Cable, OM4 LC/LC Fiber Cable, (Optics required), 5 Meter	4	
929-3709	Thank you for Your Order	1	
935-6720	Thank you for Your Order	1	
Subtotal:			\$18,375.00

Production Cluster 1

Description	Price	Qty	Ext. Price
BUILD	(2) Node Azure Stack HCI + 36 Months ProSupport (4 Hour)	1	\$134,918.00
379-BDTF	2.5 Chassis	2	
379-BDSS	SAS/SATA Backplane	2	
379-BDTE	No Rear Storage	2	
379-BDSR	No GPU Enablement	2	
210-BBSN	Dell EMC AX-750	2	
379-BEHU	Windows Server Operating System	2	
350-BCBP	All Flash Node, Azure Stack HCI	2	
350-BCBR	Luggage Tag Label, Azure Stack HCI	2	
350-BCGU	Lug Tag, Azure Stack HCI AX-750	2	
350-BCKG	IDM, AX-750	2	
461-AAIG	Trusted Platform Module 2.0 V3	2	
321-BGFC	2.5" Chassis with up to 24 SAS/SATA Drives	2	
338-CBXJ	Intel Xeon Gold 6326 2.9G, 16C/32T, 11.2GT/s, 24M Cache, Turbo, HT (185W) DDR4-3200	2	
338-CBXJ	Intel Xeon Gold 6326 2.9G, 16C/32T, 11.2GT/s, 24M Cache, Turbo, HT (185W) DDR4-3200	2	
379-BDCO	Additional Processor Selected	2	

Production Cluster 1

Description	Price	Qty	Ext. Price
412-AAVB		2	
Heatsink for 2 CPU configuration (CPU greater than or equal to 165W)			
370-AAIP		2	
Performance Optimized			
370-AEVR		2	
3200MT/s RDIMMs			
780-BCDI		2	
No RAID			
405-AAXY		2	
Dell HBA355i Controller Front			
750-ADED		2	
Front PERC Mechanical Parts, for 2.5" x24 SAS/SATA Chassis			
800-BBDM		2	
UEFI BIOS Boot Mode with GPT Partition			
750-ADGJ		2	
Very High Performance Fan x6			
450-AJHG		2	
Dual, Hot-Plug,Power Supply Redundant (1+1), 1400W, Mixed Mode			
330-BBRX		2	
Riser Config 2, Half Length, 4x16, 2x8 slots, SW GPU Capable			
329-BFGT		2	
R750 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM			
528-CRVW		2	
iDRAC9 Datacenter 15G			
528-CJIT		2	
OpenManage Integration with MS Windows Admin Center Premium License for MSFT HCI Solutions, Perpetual			
540-BCOC		2	
Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0			
325-BCHU		2	
PowerEdge 2U Standard Bezel			
403-BCMB		2	
BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)			
470-AERR		2	
BOSS Cables and Bracket for R750 (Riser 1)			
350-BBYX		2	
No Quick Sync			
379-BCSG		2	
iDRAC,Legacy Password			
379-BCQY		2	
iDRAC Group Manager, Disabled			
611-BBBF		2	
No Operating System			
605-BBFN		2	
No Media Required			
770-BBBQ		2	
ReadyRails Sliding Rails			
770-BDRQ		2	
Cable Management Arm, 2U			
750-ACOM		2	
Fan Foam, HDD 2U			

Production Cluster 1

Description	Price	Qty	Ext. Price
631-AACK	No Systems Documentation, No OpenManage DVD Kit	2	
340-CULS	PowerEdge R750 Shipping	2	
481-BBFG	PowerEdge R750 Shipping Material	2	
389-DYHE	PowerEdge R750 CE Marking, No CCC Marking	2	
389-DYHF	Dell/EMC label (BIS) for 2.5" Chassis	2	
865-7971	Dell Hardware Limited Warranty Plus Onsite Service	2	
886-8102	ProSupport 4-Hour 7x24 Onsite Service 3 Years	2	
886-8480	ProSupport 4-Hour 7x24 Technical Support and Assistance 3 Years	2	
989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	2	
812-4011	ProDeploy Plus No Charge Training 200	2	
839-3618	ProDeploy Plus for AX 1U-2U	2	
370-AEVP	64GB RDIMM, 3200MT/s, Dual Rank, 16Gb	32	
345-BCTI	7.68TB SSD vSAS Read Intensive 12Gbps 512e 2.5in Hot-Plug ,AG Drive SED, 1DWPDP	20	
450-AALV	Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	4	
492-BBDH	Jumper Cord - C13/C14, 0.6M, 250V, 13A (North American, Guam, North Marianas, Philippines, Samoa)	4	
540-BDJO	Nvidia ConnectX-6 Lx Dual Port 10/25GbE SFP28, No Crypto, PCIe Low Profile	4	
Subtotal:			\$134,918.00

Top-of-Rack Switches for Prod 2

Description	Price	Qty	Ext. Price
BUILD	(2) S5224F Top of Rack Switches + 36 Months ProSupport (4 Hour)	1	\$18,375.00
210-APHT	Dell EMC S5224F-ON Switch, 24x 25GbE SFP28, 4x 100GbE QSFP28 ports, PSU to IO air, 2x PSU	2	
343-BBLP	Dell EMC S52XX-ON Series User Guide	2	
634-BRWJ	OS10 Enterprise, S5224F-ON	2	
634-BYIJ	OS10 SmartFabric Services	2	

Top-of-Rack Switches for Prod 2

Description	Price	Qty	Ext. Price
818-4983 Dell Hardware Limited Warranty 1 Year		2	
818-4996 ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year		2	
818-4997 ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended		2	
818-5015 ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Years		2	
975-3461 Dell Limited Hardware Warranty Extended Year(s)		2	
989-3439 Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355		2	
997-6306 Info 3rd Party Software Warranty provided by Vendor		2	
812-4037 ProDeploy Plus No Charge Training 500		2	
870-5162 CoDeliver - ProDeploy Plus Dell Networking S Series 5xxx Switch - Deployment		2	
848-8538 3 Years ProSupport OS10 Enterprise Software Support-Maintenance		2	
450-AASX Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US		2	
450-AASX Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US		2	
210-AXLU Cables & Others Virtual Base		1	
407-BCZR Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach		4	
470-BBCX Dell Networking, Cable, SFP28 to SFP28, 25GbE,Passive Copper Twinax Direct Attach Cable,3 Meter		8	
470-ABOU Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter		2	
470-ACLK Dell Networking Cable, OM4 LC/LC Fiber Cable, (Optics required), 5 Meter		4	
929-3709 Thank you for Your Order		1	
935-6720 Thank you for Your Order		1	
		Subtotal:	\$18,375.00

Production Cluster 2

Description	Price	Qty	Ext. Price
BUILD (2) Node Azure Stack HCI + 36 Months ProSupport (4 Hour)	\$134,918.00	1	\$134,918.00

Production Cluster 2

Description	Price	Qty	Ext. Price
379-BDTF 2.5 Chassis		2	
379-BDSS SAS/SATA Backplane		2	
379-BDTE No Rear Storage		2	
379-BDSR No GPU Enablement		2	
210-BBSN Dell EMC AX-750		2	
379-BEHU Windows Server Operating System		2	
350-BCBP All Flash Node, Azure Stack HCI		2	
350-BCBR Luggage Tag Label, Azure Stack HCI		2	
350-BCGU Lug Tag, Azure Stack HCI AX-750		2	
350-BCKG IDM, AX-750		2	
461-AAIG Trusted Platform Module 2.0 V3		2	
321-BGFC 2.5" Chassis with up to 24 SAS/SATA Drives		2	
338-CBXJ Intel Xeon Gold 6326 2.9G, 16C/32T, 11.2GT/s, 24M Cache, Turbo, HT (185W) DDR4-3200		2	
338-CBXJ Intel Xeon Gold 6326 2.9G, 16C/32T, 11.2GT/s, 24M Cache, Turbo, HT (185W) DDR4-3200		2	
379-BDCO Additional Processor Selected		2	
412-AAVB Heatsink for 2 CPU configuration (CPU greater than or equal to 165W)		2	
370-AAIP Performance Optimized		2	
370-AEVR 3200MT/s RDIMMs		2	
780-BCDI No RAID		2	
405-AAXY Dell HBA355i Controller Front		2	
750-ADED Front PERC Mechanical Parts, for 2.5" x24 SAS/SATA Chassis		2	
800-BBDM UEFI BIOS Boot Mode with GPT Partition		2	
750-ADGJ Very High Performance Fan x6		2	
450-AJHG Dual, Hot-Plug,Power Supply Redundant (1+1), 1400W, Mixed Mode		2	
330-BBRX Riser Config 2, Half Length, 4x16, 2x8 slots, SW GPU Capable		2	

Production Cluster 2

Description	Price	Qty	Ext. Price
329-BFGT	R750 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	2	
528-CRVW	iDRAC9 Datacenter 15G	2	
528-CJIT	OpenManage Integration with MS Windows Admin Center Premium License for MSFT HCI Solutions, Perpetual	2	
540-BCOC	Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0	2	
325-BCHU	PowerEdge 2U Standard Bezel	2	
403-BCMB	BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)	2	
470-AERR	BOSS Cables and Bracket for R750 (Riser 1)	2	
350-BBYX	No Quick Sync	2	
379-BCSG	iDRAC, Legacy Password	2	
379-BCQY	iDRAC Group Manager, Disabled	2	
611-BBBF	No Operating System	2	
605-BBFN	No Media Required	2	
770-BBBQ	ReadyRails Sliding Rails	2	
770-BDRQ	Cable Management Arm, 2U	2	
750-ACOM	Fan Foam, HDD 2U	2	
631-AACK	No Systems Documentation, No OpenManage DVD Kit	2	
340-CULS	PowerEdge R750 Shipping	2	
481-BBFG	PowerEdge R750 Shipping Material	2	
389-DYHE	PowerEdge R750 CE Marking, No CCC Marking	2	
389-DYHF	Dell/EMC label (BIS) for 2.5" Chassis	2	
865-7971	Dell Hardware Limited Warranty Plus Onsite Service	2	
886-8102	ProSupport 4-Hour 7x24 Onsite Service 3 Years	2	
886-8480	ProSupport 4-Hour 7x24 Technical Support and Assistance 3 Years	2	
989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	2	
812-4011	ProDeploy Plus No Charge Training 200	2	
839-3618	ProDeploy Plus for AX 1U-2U	2	

Production Cluster 2

Description	Price	Qty	Ext. Price
370-AEVP 64GB RDIMM, 3200MT/s, Dual Rank, 16Gb		32	
345-BCTI 7.68TB SSD vSAS Read Intensive 12Gbps 512e 2.5in Hot-Plug ,AG Drive SED, 1DWPD		20	
450-AALV Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)		4	
492-BBDH Jumper Cord - C13/C14, 0.6M, 250V, 13A (North American, Guam, North Marianas, Philippines, Samoa)		4	
540-BDJO Nvidia ConnectX-6 Lx Dual Port 10/25GbE SFP28, No Crypto, PCIe Low Profile		4	
Subtotal:			\$134,918.00

Milestone Storage

Description	Price	Qty	Ext. Price
BUILD (1) IDPA DP4400 + 36 Months ProSupport (4 Hour)	\$102,188.00	1	\$102,188.00
379-BDTQ Thank you for buying Dell EMC		1	
210-BCHH DP4400 24TB 8X10G SFP		1	
321-BFRG IDPA DP4400 24TB 8X10G SFP		1	
329-BDWH PSNT Info		1	
350-BBSU IDPA DP4400 Branding		1	
877-4367 Dell Hardware Limited Warranty		1	
891-1713 ProSupport 4-Hour 7x24 Onsite Service 3 Years		1	
891-1938 ProSupport 4-Hour 7x24 Technical Support and Assistance 3 Years		1	
989-3439 Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355		1	
844-2466 3 Years ProSupport IDPA DP4400 ENV CONFIG 12TB Software Support Contract		1	
838-3484 3 Years ProSupport IDPA DP4400 Capacity Expansion Pack 12TB Software Spt Contract		1	
149-BBHO IDPA BoostFS Enabler ENTRY=IA		1	
149-BBHP IDPA BU Search Enabler ENTRY=CA		1	
149-BBHR IDPA BU App Enabler ENTRY=IA		1	

Milestone Storage

Description	Price	Qty	Ext. Price
149-BBHS Federated Reporting Server ENTRY=IA		1	
149-BBHV Analytics Enabler ENTRY=CB		1	
149-BBIC IDPA Target Protocol Enabler ENTRY=CA		1	
149-BBIF Data Protection Central for DPD=CA		1	
149-BBIG vRealize Enabler ENTRY=IA		1	
838-3704 3 Years ProSupport IDPA DP4400 ENV Enablers Software Support-Maintenance		1	
658-BDZK IDPA DP4400 Software Factory Installed		1	
151-BBKU DP4400 Cloud Tier 5TB Starter Pack		1	
838-3584 3 Years ProSupport IDPA DP4400 Cloud Tier Starter Pack Software Support-Maintenance		1	
151-BBKY DP4400 Cloud DR 5TB Starter Pack		1	
838-3644 3 Years ProSupport IDPA DP4400 Cloud DR Starter Pack Software Support-Maintenance		1	
350-BBXS PowerProtect DP 2U Bezel		1	
389-DSWP PowerEdge R740 CE, CCC, BIS Marking		1	
385-BBNZ iDRAC9, Enterprise		1	
461-AAEM Trusted Platform Module 2.0		1	
340-CHLV IDPA DP4400 Shipping		1	
340-CORZ PowerEdge R740 Shipping Material		1	
800-BBSN IDPA DP4400 Platform Hypervisor		1	
800-BBSM IDPA DP4400 Platform HPVSR MAINT 3YR		1	
626-BBBI Storage Dell Fulfilled Info		1	
825-8623 Certified Deployment Partner T1 or Distributors		1	
379-BEOH Total Desired Capacity		24	
149-BBIR DP4400 ENV CONFIG 12TB		1	
844-2386 3 Years ProSupport IDPA DP4400 ENV CONFIG 12TB Software Support-Maintenance		1	
149-BBHZ DP4400 SW 12TB Expansion		1	

Milestone Storage

Description	Price	Qty	Ext. Price
838-3464		1	
3 Years ProSupport IDPA DP4400 Capacity Expansion Pack 12TB Software Support-Maint			
492-BBDI		1	
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America			
460-9052		1	
Dell E Com will help you buildinternet ideas/infrastructure see www.dell.com/us/en/gen/ corporate/howeworks.htm			
210-AWPV		1	
Granular Recovery			
929-3709		1	
Thank you for Your Order			
935-6720		1	
Thank you for Your Order			
528-BFNZ		1	
EMC Granular Recovery Microsoft MID=CA			
838-3764		1	
3 Years ProSupport EMC Granular Recovery Microsoft Software Support-Maintenance			
900-9997		1	
On-Site Installation Declined			
		Subtotal:	\$102,188.00

VM Backup & Recovery

Description	Price	Qty	Ext. Price
BUILD			
(2) PowerVault ME5012 Storage Array + 36 Months ProSupport (4 Hour)	\$39,428.00	1	\$39,428.00
210-BBII		1	
Dell ME5012 Storage Array			
403-BCPG		1	
25Gb iSCSI 8 Port Dual Controller			
770-BECR		1	
Rack Rails 2U			
325-BDDO		1	
ME Series 2U Bezel			
450-ALXL		1	
Power Supply, 580W, Redundant, WW			
389-EERU		1	
Dell PowerVault ME Series 2U-12, CE Marking			
340-DCFR		1	
Dell ME5012 Shipping			
871-9053		1	
Dell Hardware Limited Warranty			
892-4158		1	
ProSupport 4-Hour 7x24 Onsite Service 3 Years			
892-4380		1	
ProSupport 4-Hour 7x24 Technical Support and Assistance 3 Years			
989-3439		1	
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355			

VM Backup & Recovery

Description	Price	Qty	Ext. Price
812-4019 ProDeploy Plus No Charge Training 800		1	
871-8807 CoDeliver - ProDeploy Plus Dell EMC Storage ME 5xxx 2U		1	
470-ACEV Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 3 Meter		8	
400-BMFC 8TB Hard Drive SAS ISE 12Gbps 7.2K 512e 3.5in Hot-Plug		12	
492-BBDH Jumper Cord - C13/C14, 0.6M, 250V, 13A (North American, Guam, North Marianas, Philippines, Samoa)		1	
492-BBDH Jumper Cord - C13/C14, 0.6M, 250V, 13A (North American, Guam, North Marianas, Philippines, Samoa)		1	
450-AAME Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15		1	
450-AAME Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15		1	
210-AHHE BASE,SVC,PRODEPLOY,DELL		1	
847-2755 Data Sanitization for Enterprise Onsite-PVault Cmplnt EQL		1	
847-2723 Data Sanitization for Enterprise Onsite-Server		1	
		Subtotal:	\$39,428.00

O365 Protection

Description	Price	Qty	Ext. Price
BUILD (180) Users APEX Backup Services for SaaS Premium – Office 365 Users + 36 Month Subscription	\$18,608.004	1	\$18,608.004
210-AZFU PowerProtect Backup Service For SaaS Apps		1	
800-BBQV Informational Purposes Only		1	
800-BBQV Informational Purposes Only		1	
854-4950 3 Years ProSupport PowerProtect Backup Svc PREM SftwrSpt-Cntrct		1	
900-9997 On-Site Installation Declined		1	
929-3709 Thank you for Your Order		1	
935-6720 Thank you for Your Order		1	
626-BBBG Storage Software Info		1	
141-BBBO PowerProtect Backup Service for SaaS Apps Premium Tier 1 3YR SU=MC		180	

O365 Protection

Description	Price	Qty	Ext. Price
854-5034 3 Years ProSupport PowerProtect Backup Svc PREM T1 SftwrSpt		180	
Subtotal:			\$18,608.00

[re]DESIGN Services

Description	Price	Qty	Ext. Price
[RE]DESIGN Services [RE]DESIGN White Glove Delivery and Migration Services	\$0.00	1	\$0.00
[RE]DESIGN Services Additional Services for Complete Migration + Backup Setup (Offer Expires 1.31.24)	\$0.00	1	\$0.00
Subtotal:			\$0.00

Contract Code

Description	Qty
NCPA 01-143 Contract Code C000001105509	

Incentives

Description	Qty
\$88,112 Additional Discounts Applied to Quote for Dell Q4 FY24 (Expires Jan 31, 2024)	

Data Center Modernization



Prepared by:
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Prepared for:
City of Newport, OR
169 Southwest Coast Highway
Newport, OR 97365
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Quote Information:
Quote #: 004783
Version: 1
Delivery Date: 12/18/2023
Expiration Date: 01/31/2024

Quote Summary

Description	Amount
Top-of-Rack Switches for Prod 1	\$18,375.00
Production Cluster 1	\$134,918.00
Top-of-Rack Switches for Prod 2	\$18,375.00
Production Cluster 2	\$134,918.00
Milestone Storage	\$102,188.00
VM Backup & Recovery	\$39,428.00
O365 Protection	\$18,608.00
[re]DESIGN Services	\$0.00
<hr/>	
Total:	\$466,810.00

Acceptance and Incorporation by Reference

Acceptance of this Quote is binding and the above item(s) will be purchased in reliance thereon. All sales are final. Payment Terms are Net 30. After orders are placed, a final invoice will be provided that shall include all applicable taxes and shipping charges not included herein.

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the "Agreement") is between REDESIGN Group (sometimes referred to as "we," "us," "our," or "Provider"), and the customer found on the signature block at the end of this Order (sometimes referred to as "you," "your," or "Client"). This Agreement is effective as of the date both parties have signed below (the "Effective Date"). Both Provider and Client are sometimes referred to individually as a "Party", or together as the "Parties". Any capitalized terms in this Order not directly defined are referred to in the applicable document identified on Exhibit A of this Order. If there is a conflict between this Order, the Master Services Agreement, any Service Attachment, or Exhibit, this Order will control.

By signing or accepting this Order, Client acknowledges, represents, and warrants that it has read and agrees to the terms and conditions identified on Exhibit A to this Order which are incorporated as if fully set forth herein.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s). This Order supersedes all prior negotiations, proposals, orders, agreements and communications between the parties regarding Provider's Services.

Provider may make changes to the Agreement at any time. If there are changes, Provider will revise the date at the top of the document. Provider may or may not provide Client with additional notice regarding such changes. Client should review the terms and conditions regularly. Unless otherwise noted, the amended terms and conditions will be effective immediately, and your continued use of the Services thereafter constitute your acceptance of the changes. If you do not agree to the amended terms and conditions, you must stop using the Services immediately. Please note, you may incur a termination fee or other third-party fees, if applicable. You may access the current version of the terms and conditions at any time by visiting <http://redesign-group.com/legal>.

The parties, acting through their authorized officers, hereby execute this Agreement.

The [RE]DESIGN Group

City of Newport, OR

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Agreement	Description
Master Services Agreement	General terms and conditions applicable to all Provider products and services
Services Attachment for Managed Services	Core managed services including monitoring, remote management, and help-desk
Data Processing Agreement	Data security and privacy agreement including statutorily required terms
Service Level Objectives	Targeted response times by tier of severity
Schedule of Services	Description of managed services offered by Provider
Schedule of 3rd Party Services	Notice of third-party services and waiver of claims

The Future Belongs to the Curious

redesign-group.com