



AGENDA & Notice of Urban Renewal Agency Meeting

The City Council of the City of Newport will hold an Urban Renewal Agency meeting on Monday, April 7, 2014, at 5:30 P.M. The Urban Renewal Agency meeting will be held in Conference Room A at City Hall, located at 169 S.W. Coast Highway, Newport, Oregon 97365. A copy of the agenda follows.

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

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

URBAN RENEWAL AGENCY MEETING AGENDA

Monday, April 7, 2014

5:30 P.M.

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

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

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

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

 - A. Initiation of Subdivision Platting Process for OMSI, Investors XII, LLC, and Dick Murry Properties
- VI. Adjournment.**



Spencer Nebel
City Manager
CITY OF NEWPORT
169 S.W. Coast Hwy.
Newport, OR 97365
s.nebel@newportoregon.gov

MEMO

DATE: April 3, 2014
TO: Newport Urban Renewal Agency
FROM: Spencer Nebel, Executive Director
SUBJECT: April 7, 2014, Urban Renewal Agency Meeting

Agenda Item:

Initiation of Subdivision Platting Process for OMSI, Investors XII, and Dick Murry Properties

Background:

Community Development Director Derrick Tokos, has been working with three property owners who own significant tracks of land located on the west side of US 101 in the South Beach Urban Renewal District. One aspect of these efforts include various adjustments to road right-of-way including the vacation of certain right-of-way and establishing new right-of-way to meet the modern needs of this property. The original plat for a significant portion of the land involved with this realignment was originally platted in 1892. As time has moved forward, the needs in the way this property may be developed has changed significantly. The 3 impacted property owners include the Oregon Museum of Science and Industry, Investors XII, LLC, and Dick Murry Properties. As part of a non-binding Memorandum of Understanding with the city and OMSI dated March 2013, the city through the Urban Renewal Agency was to pursue the replatting of the land owned by 3 separate private property owners in order to maximize the utilization of the space.

Recommended Action:

I recommend that the Newport Urban Renewal Agency approve the following motion:

I move that the Newport Urban Renewal Agency obtain the required property owner consents and move forward with an application to subdivide property owned by the Oregon Museum of Science and Industry, Investor XII, LLC and Dick Murry in a manner that is generally consistent with the concept map titled "Sunset Dunes," dated March 20, 2014.

Fiscal Effects:

\$130,000 is budgeted for sewer and right-of-way work in the South Beach Urban Renewal Construction Fund. The surveying associated with street evacuation will be around \$20,000 and right-of-way acquisition should be around \$30,000.

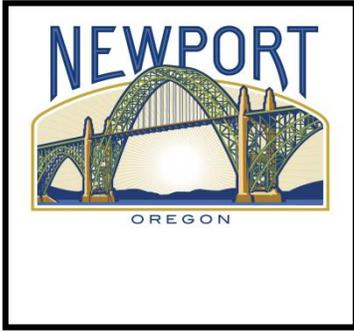
Alternatives:

None recommended

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "S R Nebel". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Spencer R Nebel
Executive Director of the Newport Urban Renewal Agency



Agenda Item # URA.V.A
Meeting Date April 7, 2014

URBAN RENEWAL AGENCY
AGENDA ITEM SUMMARY
City of Newport, Oregon

Issue/Agenda Title: Initiate Subdivision Platting Process for OMSI, Investors XII, and Dick Murry Properties

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

ISSUE BEFORE THE NEWPORT URBAN RENEWAL AGENCY: Consideration of whether or not the Agency wants to initiate a subdivision platting process that will reconfigure properties owned by the Oregon Museum of Science and Industry (OMSI), Investors XII, LLC, and Dick Murry in order to position SW 30th Street, SW 35th Street, and SW Abalone Street rights-of-way for future street improvements.

STAFF RECOMMENDATION: Staff recommends the Agency initiate the subdivision platting process.

PROPOSED MOTION: I move that the Newport Urban Renewal Agency obtain the required property owner consents and move forward with an application to subdivide property owned by the Oregon Museum of Science and Industry, Investors XII, LLC, and Dick Murry in a manner that is generally consistent with the concept map titled “Sunset Dunes,” dated March 20, 2014.

KEY FACTS AND INFORMATION SUMMARY: The 10th Amendment to the South Beach Urban Renewal Plan identifies the extension of SW Abalone Street from SW 29th Street to SW Anchor Way, and SW 30th Street from SW Brant Street to SW Abalone Street as roadways that are to be constructed during its second project phase, which covers the years 2013-2016. It is also anticipated in the Plan that SW 35th Street will be constructed during this same period of time. The conceptual alignment for these road projects were established through public outreach as part of the 2012 Agency funded Coho/Brant Infrastructure Refinement Plan, and the most recent update to the Newport Transportation System Plan. Agency subsequently budgeted funds for survey, right-of-way acquisition and design work. The balance of the funding needed to construct SW 30th Street and SW Abalone Street will come from Agency, OMSI, and System Development Charges. Construction is anticipated to occur in the summer and fall of 2015 and will coincide with OMSI’s construction of its Coastal Discovery Center. SW 35th Street, between US 101 and SW Anchor Way, will be constructed by the State when they build a new intersection at SW 35th and US 101. The State anticipates beginning preliminary design work on that intersection later this year, with construction beginning spring of 2017.

A subdivision platting process is the most efficient method of establishing the location of the road rights-of-way. The plat will also identify the perimeter of a coastal gully feature at the northwest corner of the OMSI ownership. Agency purchased lots adjacent to the gully in 2010 and placed the lots into a conservation easement. Agency has also entered into a non-binding Memorandum of Understanding with the City and OMSI, dated March 2013, outlining an intent by all parties to preserve the gully area. Once the subdivision platting process is initiated, an application will be prepared and submitted for review and approval by the Newport Planning Commission pursuant to Chapter 13 of the Newport Municipal Code and Oregon Revised Statutes (ORS) Chapter 92.

The three impacted property owners must provide written consent to the application, and will ultimately sign the subdivision plat. Staff has worked with each property owner and the enclosed conceptual drawing titled “Sunset Dunes,” dated March 2014, is a close representation of what would be included in the application. Minor alterations are anticipated at the intersection of SW Abalone Street next to the South Beach Cemetery and along SW Anchor Way. Changes may also be required as part of the subdivision review process.

Rights-of-way labeled on the concept map as “area of proposed vacated streets” will need to be vacated via a separate parallel process that would ultimately result in an Ordinance being adopted by the Newport City Council.

OTHER ALTERNATIVES CONSIDERED: None.

CONSISTENCY WITH URBAN RENEWAL PLAN: The configuration of the rights-of-way depicted on the concept map are consistent with what is envisioned for these streets in the South Beach Urban Renewal Plan.

ATTACHMENT LIST:

- Subdivision concept map titled “Sunset Dunes,” dated March 20, 2014
- Phase II project sheet, 10th Amendment to the South Beach Urban Renewal Plan
- Conceptual Roadway alignments, estimates and cross-section drawings from the 2012 Coho/Brant Infrastructure Refinement Plan
- Memorandum of Understanding between the City of Newport, Newport Urban Renewal Agency, and OMSI, dated March 2013.

FISCAL NOTES: Agency possesses sufficient budgeted funds to complete the subdivision platting process.

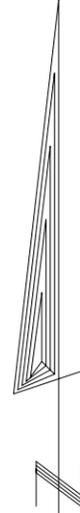
PLAT OF:
SUNSET DUNES

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

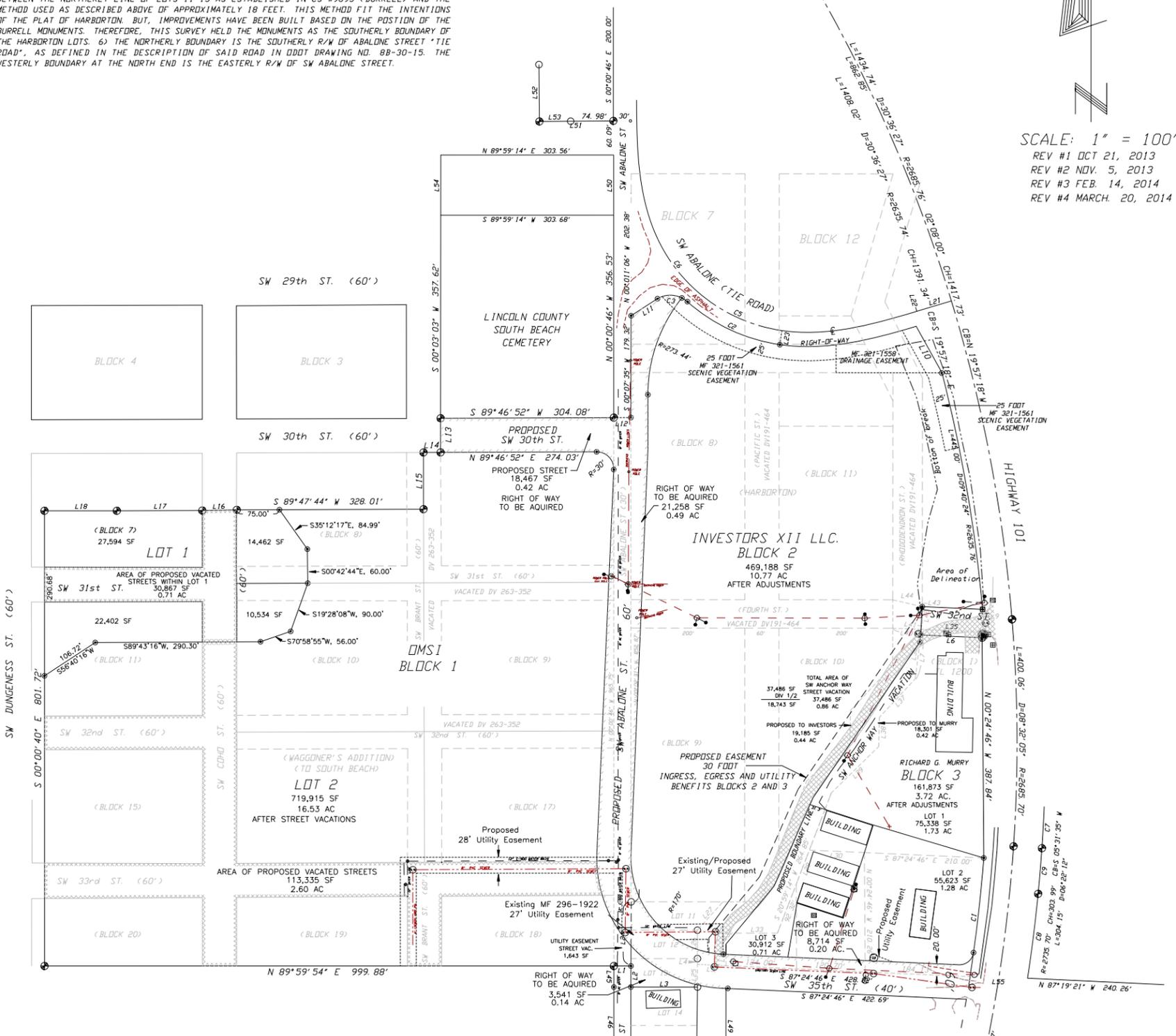
SURVEYOR'S NARRATIVE:

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

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



SCALE: 1" = 100'
REV #1 OCT 21, 2013
REV #2 NOV. 5, 2013
REV #3 FEB. 14, 2014
REV #4 MARCH. 20, 2014



LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 89°57'46" E	30.00	L29	N 20°58'14" E	64.47
L2	S 00°12'32" W	36.99	L30	S 87°24'46" E	96.62
L3	S 89°57'46" E	116.99	L31	N 00°02'14" E	38.12
L4	N 00°06'51" W	10.26	L32	N 42°01'14" E	29.78
L5	S 87°24'46" E	90.18	L33	S 89°58'46" E	72.97
L6	N 87°24'46" W	108.08	L34	S 89°57'46" E	55.00
L7	S 07°02'14" W	77.78	L35	N 87°24'46" W	106.78
L8	N 05°09'32" E	28.47	L36	S 07°02'14" W	87.80
L9	N 85°20'58" E	30.00	L37	S 42°54'14" W	98.65
L10	N 28°56'17" E	93.40	L38	S 01°14'14" W	51.34
L11	S 57°00'11" W	55.25	L39	S 45°32'14" W	116.48
L12	S 89°46'52" W	30.00	L40	S 87°44'27" E	50.30
L13	S 00°03'03" W	60.08	L41	N 07°02'14" E	12.04
L14	N 89°51'23" W	30.00	L42	N 00°02'14" E	27.96
L15	S 00°01'10" E	99.92	L43	N 00°02'14" E	12.04
L16	S 88°56'01" W	60.55	L44	N 89°57'46" W	51.73
L17	S 89°47'53" W	150.06	L45	S 00°00'46" E	37.11
L18	N 89°59'41" W	127.12	L46	S 00°01'48" W	112.94
L19	S 54°44'31" W	50.00	L47	S 00°03'02" E	166.86
L20	S 69°12'29" E	50.00	L48	S 32°19'52" W	128.03
L21	S 73°14'24" W	54.81	L49	N 00°02'14" E	127.92
L22	S 73°17'42" W	17.19	L50	N 00°00'46" W	106.00
L23	N 08°14'24" E	25.00	L51	S 89°33'23" W	129.91
L24	S 00°12'32" W	113.02	L52	N 00°25'43" W	100.16
L25	N 00°06'51" W	39.87	L53	N 89°33'07" E	54.99
L26	N 00°07'34" W	49.96	L54	N 00°03'03" E	106.00
L27	N 41°53'38" E	67.02	L55	N 88°25'58" W	101.20
L28	N 00°12'46" W	148.98			

CURVE TABLE

CURVE	ARC	DELTA	RADIUS	CHORD LENGTH	CHORD BEARING
C1	210.56	04°24'41"	2625.38	210.50	N 08°38'17" E
C2	181.78	33°26'17"	311.48	179.21	N 65°02'28" W
C3	56.35	71°44'50"	45.00	52.74	N 84°13'09" W
C4	162.14	03°27'33"	2685.74	162.12	N 19°04'19" E
C5	157.19	33°26'17"	286.48	164.83	N 53°02'28" W
C6	114.96	22°59'32"	286.48	114.19	N 36°49'33" W
C7	73.67	01°32'35"	2735.70	73.67	N 03°06'46" E
C8	149.95	03°08'26"	2735.70	149.93	N 07°08'34" E
C9	80.51	01°41'10"	2735.71	80.51	N 04°44'28" E

- LEGEND:
- MONUMENTS FOUND - HELD FOR CONTROL
 - MONUMENTS FOUND AS SHOWN
 - ⊙ CALCULATED POSITION ONLY
 - ⊂ RECORD DATA FROM CS #2217
 - ⊃ RECORD DATA FROM CS #18864
 - [] RECORD DATA FROM CS #12882
 - ⊄ RECORD DATA FROM CS #9893
 - ⊅ RECORD DATA FROM ODDT DRAWING NO. 4B-26-19
 - ⊆ RECORD DATA FROM ODDT DRAWING 8B-30-15
 - DENOTES PROPOSED STREET ALIGNMENT
 - DENOTES PROPOSED STREET VACATION (DMSI)
 - EXISTING ASPHALT
 - DENOTES ROAD CENTERLINE
- EQUIPMENT USED: WILD T1610 TOTAL STATION.

SURVEY BY:
DENISON SURVEYING, INC
720 SW ANGLE ST.
(541) 265-9308

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JULY 26, 1989
RUSSELL JOHNSON
2400

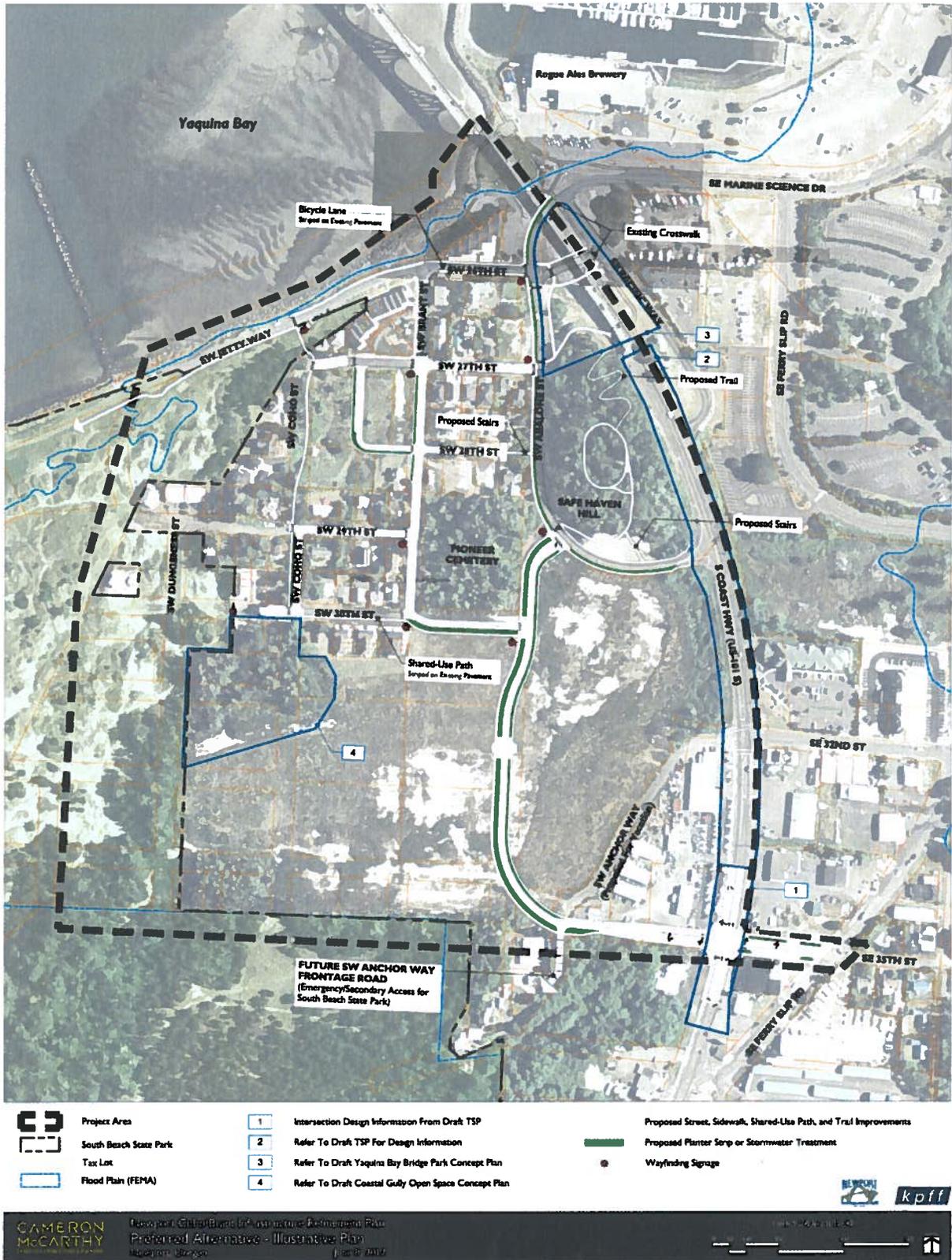
RENEWAL DATE:
JUNE 30, 2015



2. Phase 2 – 2013/16

PUBLIC RIGHTS OF WAY	Cost Estimate	UR Portion
Streets		
35 th St. – 101 to Ferry Slip Road Commercial Street Prototype, relocate 32 nd Street Signal, widen Ferry Slip (Coho/Brant Projects #10 and #11) (Includes Phase 1 and Phase 2 funds) Anchor Way 35 th to 40 th	2,167,000	1,390,000
	0	0
Sidewalks		
Ferry Slip Rd - 29 th to Marine Science Dr. (Shared use path and Sidewalk, SB Peninsula Refinement Plan)	104,000	104,000
SW Abalone – Marine Science Dr. to Abalone extension (Coho/Brant Project #13A)	325,000	0
Acquisition/Development		
TSP Projects - right of way	450,000	375,000
Existing Street/ROW improvements including: paving, storm water, pedestrian/bicycle paths and landscaping:		
SW Abalone St – SW 29 th to Anchor Way (Coho/Brant Project #8 (Moved from Phase 3))	1,773,000	850,000
SW 27 th – SW Brant to SW Abalone (Coho/Brant Project #2A)	145,000	145,000
SW 30 th – SW Brant to SW Abalone (Coho/Brant Project #5)	311,000	150,000
SW Brant – SW 27 th to SW 30 th (Coho Brant Project #7)	707,000	707,000
SE Ferry Slip Rd – 32 nd to Ash Match for LIDs formed to implement Tier 2 and Tier 3 Coho/Brant improvements	144,000	144,000
SW Abalone & SW 35 th St. Stormwater Improvements (Coho/Brant Project #18)	150,000	150,000
SW 26 th St. and SW Brant St. Stormwater Improvements (Coho/Brant Project #17)	84,000	42,000
	84,000	84,000
UTILITIES		
Sewer		
SW 26 th Street Sanitary Lift Station Upgrade (Coho/Brant Project #16)	110,000	110,000
Utility Lines		
Bury existing/new lines underground	300,000	300,000
PUBLIC AMENITIES		
Neighborhood Park Development	350,000	0
Neighborhood Park/Open Space/Trail Acquisition or Development	200,000	200,000
ACQUISITION/DEVELOPMENT		
Strategic Site Acquisition for Re-Use	250,000	100,000
Site Prep for Re-Use	100,000	100,000
Strategic Site Acquisition for Economic Development, Community Facilities and Affordable Housing	500,000	300,000
SPECIAL PROJECT IDEAS		
Wetland Mitigation Bank	100,000	100,000
Total:	\$8,354,000	\$5,351,000
Revenue Estimate (3.0% growth)		\$5,370,000

Map 3-8. Illustrative Plan



IMPLEMENTATION

**Project No. 5:
SW 30th Street, SW Brant Street to SW Abalone Street**

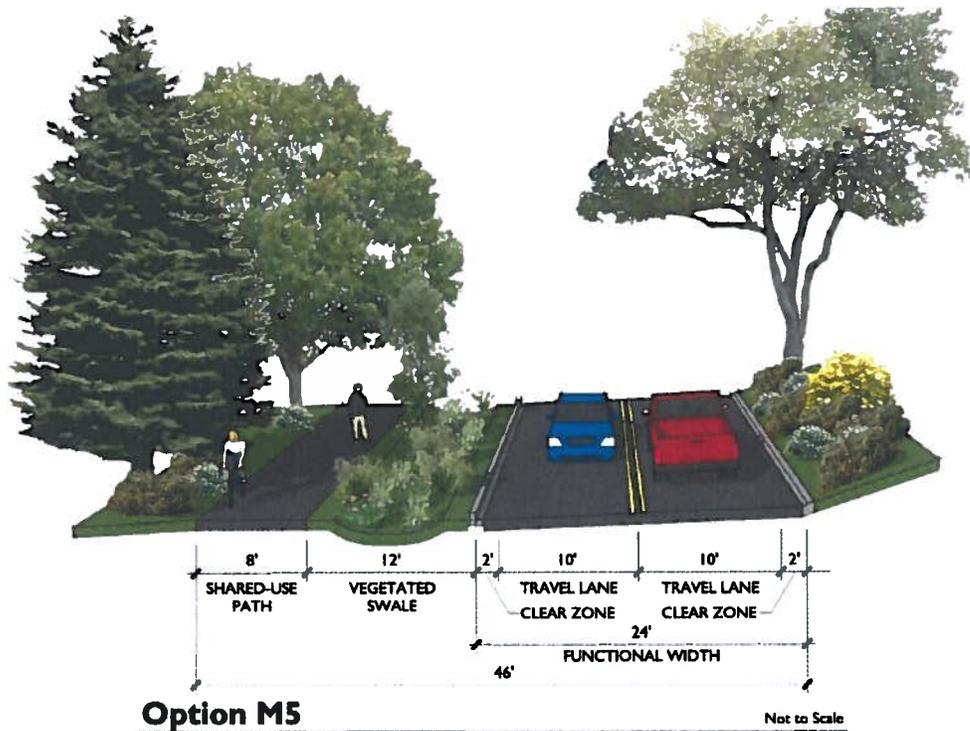
This project involves the following improvements:

- 24' roadway with two travel lanes
- 8' shared-use path
- Stormwater and water infrastructure
- Right-of-way acquisition

Table 4-7. SW 30th Street

DESCRIPTION	COST
Construction Cost (DCC) ¹	\$168,000
Contingency (40%)	\$67,000
<i>Subtotal for Estimated Construction Costs</i>	<i>\$235,000</i>
Project Management, Engineering & Construction Management	\$59,000
<i>Subtotal for Estimated Project Cost (excluding Right-of-way)</i>	<i>\$294,000</i>
Total Project Right-of-Way	\$17,000
TOTAL ESTIMATED PROJECT COST	\$311,000
¹ All costs are in 2012 dollars.	

Proposed Design Section



Project No. 8:
SW Abalone Street, SW 29th Street to Anchor Way

This project involves the following improvements:

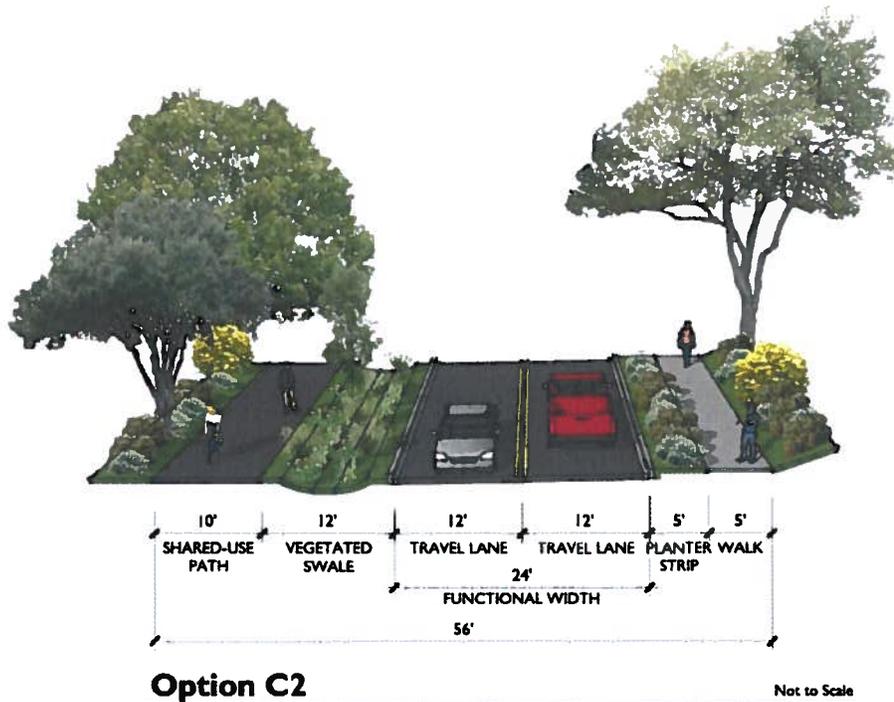
- 24' roadway with two travel lanes
- 5' separated sidewalk with planter strip on east side
- 10' shared use path on west side
- Stormwater, water, and sanitary sewer infrastructure
- Street and path lighting
- Right-of-way acquisition as needed

Table 4-10. SW Abalone Street

DESCRIPTION	COST
Construction Cost (DCC) ¹	\$878,000
Contingency (40%)	\$351,000
<i>Subtotal for Estimated Construction Costs</i>	<i>\$1,229,000</i>
Project Management, Engineering & Construction Management	\$307,000
<i>Subtotal for Estimated Project Cost (excluding Right-of-way)</i>	<i>\$1,537,000</i>
Total Project Right-of-Way	\$237,000
TOTAL ESTIMATED PROJECT COST	\$1,773,000

¹ All costs are in 2012 dollars.

Proposed Design Section



Project No. 17:
SW Abalone Street & SW 35th Street

This project involves the following improvements:

- Water quality treatment and bypass structure

Table 4-20. SW Abalone Street & SW 35th Street Water Quality Structure

DESCRIPTION	COST
Construction Cost (DCC) ¹	\$48,000
Contingency (40%)	\$19,000
<i>Subtotal for Estimated Construction Costs</i>	<i>\$67,000</i>
Project Management, Engineering & Construction Management	\$17,000
<i>Subtotal for Estimated Project Cost (excluding Right-of-way)</i>	<i>\$84,000</i>
Total Project Right-of-Way	\$-
TOTAL ESTIMATED PROJECT COST	\$84,000
¹ All costs are in 2012 dollars.	

Project No. 18:
Coastal Gully Open Space

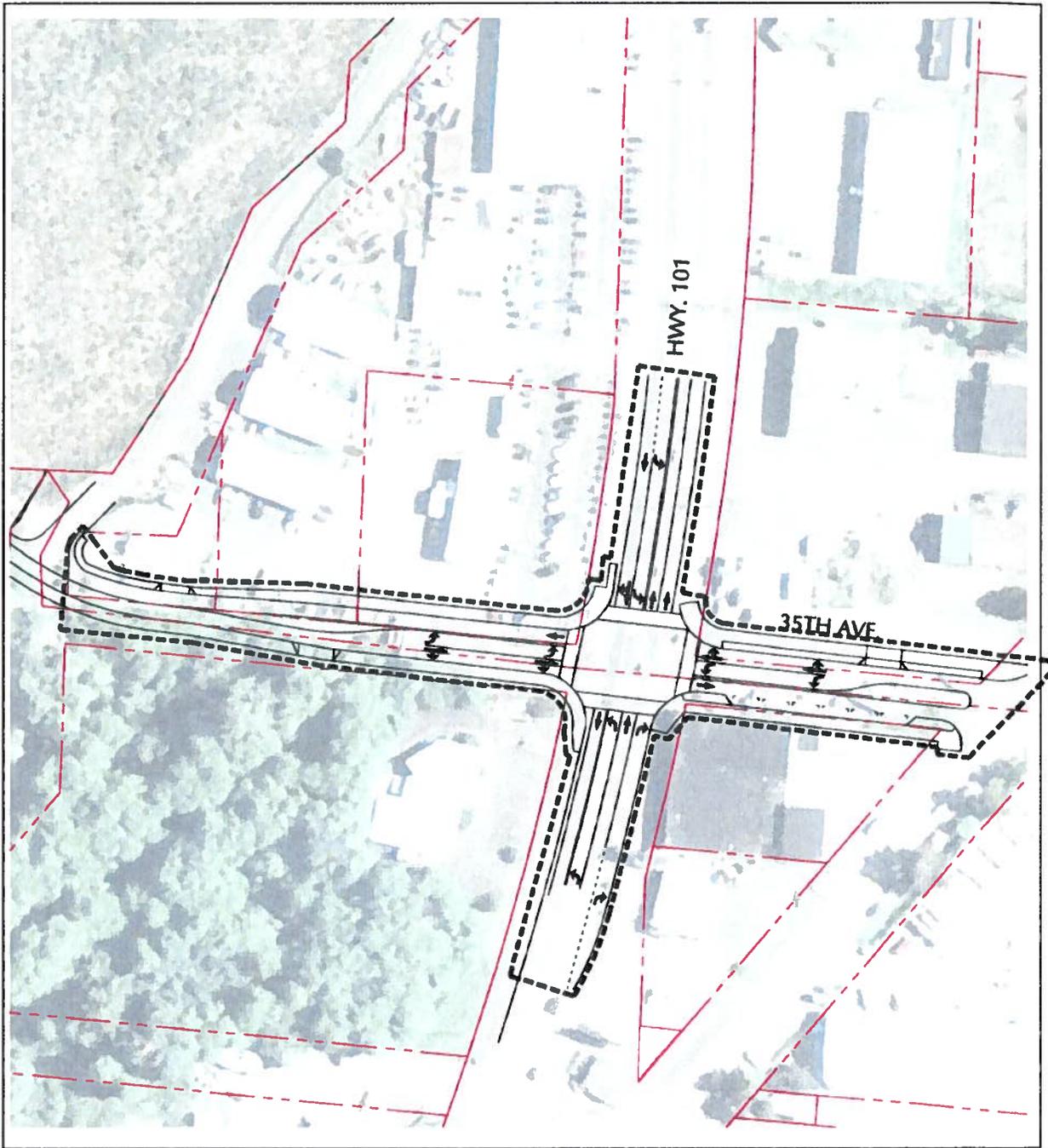
This project involves the following improvements:

- Trailhead, parking, trails, and boardwalks

Table 4-21. Coastal Gully Open Space

DESCRIPTION	COST
Construction Cost (DCC) ¹	\$113,000
Contingency (40%)	\$45,000
<i>Subtotal for Estimated Construction Costs</i>	<i>\$159,000</i>
Project Management, Engineering & Construction Management	\$34,000
<i>Subtotal for Estimated Project Cost (excluding Right-of-way)</i>	<i>\$193,000</i>
Total Project Right-of-Way	\$-
TOTAL ESTIMATED PROJECT COST	\$193,000
¹ All costs are in 2012 dollars.	

Map 3-4. Highway 101 / SW 35th Street Intersection Improvements



 Project Boundary

IMPLEMENTATION

**Project No. 9:
Highway 101/SW 35th Street, Anchor Way to Ferry Slip Road**

This project involves the following improvements:

Highway 101/35th Street Intersection

- Widen and improve intersection to accommodate additional lanes
- Signalize

SW 35th Street

- 36' wide roadway with two travel lanes and a center turn lane
- 8' parking lane on the south side
- 8' curbside sidewalks
- Stormwater infrastructure
- Street lighting
- Right-of-way acquisition as needed

SW Abalone Extension (Anchor Way to Highway 101)

- 36' roadway with two travel lanes and center turn lane
- 8' curbside sidewalk on north side
- 10' shared use path on south side
- Stormwater, water, and sanitary sewer infrastructure
- Street and path lighting
- Right-of-way acquisition as needed

Table 4-11. Highway 101/35th Street, Anchor Way to Ferry Slip Road

DESCRIPTION	COST
Construction Cost (DCC) ¹	\$1,012,000
Contingency (40%)	\$405,000
<i>Subtotal for Estimated Construction Costs</i>	<i>\$1,417,000</i>
Project Management, Engineering & Construction Management	\$354,000
<i>Subtotal for Estimated Project Cost (excluding Right-of-way)</i>	<i>\$1,771,000</i>
Total Project Right-of-Way	\$205,000
TOTAL ESTIMATED PROJECT COST	\$1,977,000
¹ All costs are in 2012 dollars.	

March 4, 2013

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

Recitals

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

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

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

Agreement

1. Property Dedications – Abalone Extension and SW 30th

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

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

2. Coastal Gully Preservation

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

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

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

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

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

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

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

5. Safe Haven Hill Tsunami Evacuation Route Enhancements

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

6. Delivery Schedule

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

7. Non-Binding MOU

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

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

City of Newport by

Newport Urban Renewal Agency by

Signature: Sandra N. Roumagoux

Signature: Richard M. Beemer

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

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

Date: 3/8/13

Date: 3/8/13

Oregon Museum of Science and Industry by

pell

Signature: Nancy Stueber

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

Date: 3/13/13

Exhibit A

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

OR
Y



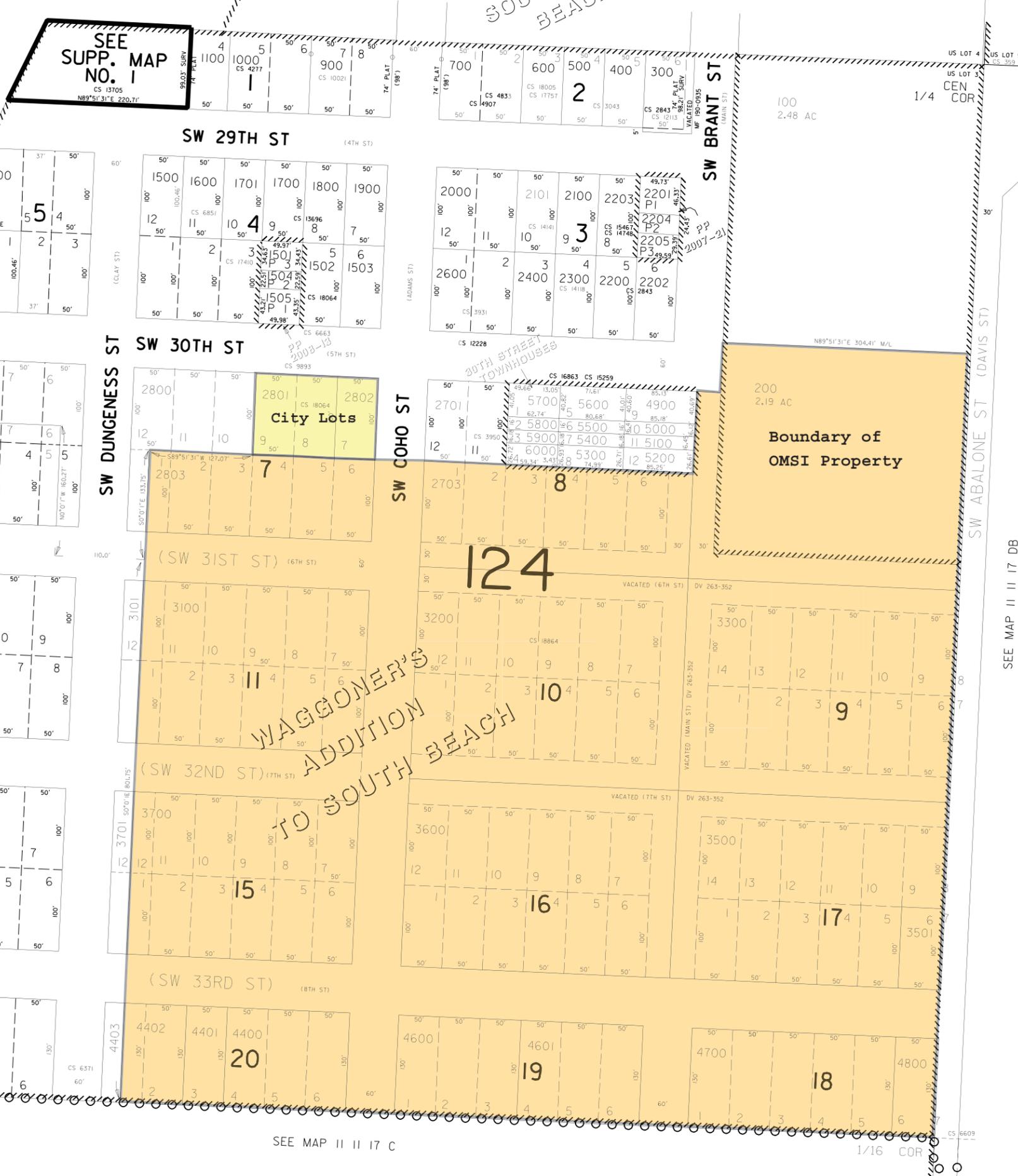
NE 1/4 SW 1/4 SECTION 17 T11S R11W WM
LINCOLN COUNTY

1" = 100'

II II 17 CA
NEWPORT

SEE MAP II II 17 BD

SOUTH
BEACH



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

SEE MAP II II 17 DB

SEE MAP II II 17 C

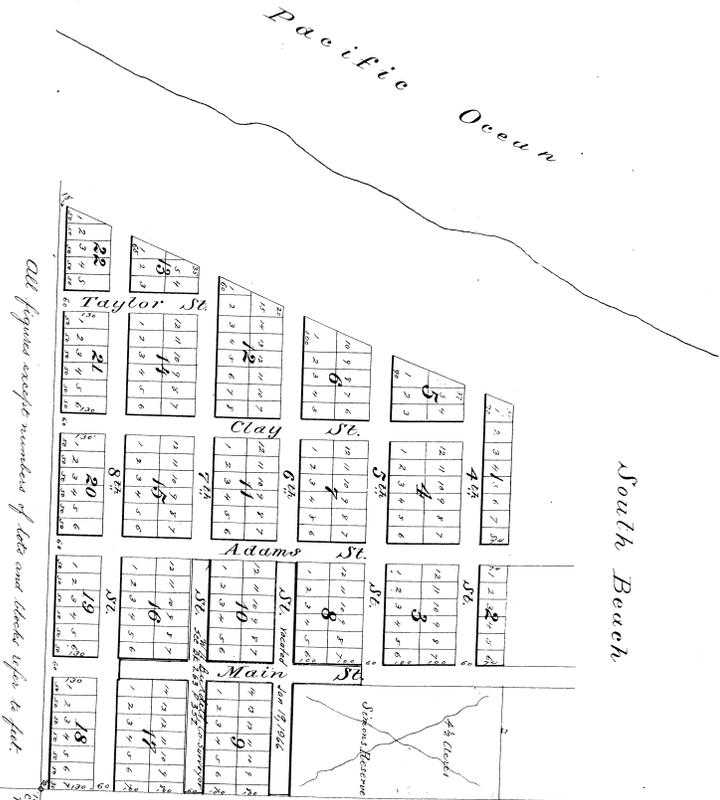
II II 17 CA
NEWPORT

Exhibit B

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

Haggen's Addition is the Town of South Beach, Benton County, Oregon. This document represents that J. O. Lee, W. J. Wells, and George F. Haggen, Thomas Graham, and G. R. Davis, hereby certify that they are the owners in fee simple of the tract of land designated in the accompanying plat that said tract has been surveyed and plotted by us for the purpose of having the same recorded in the public office of the County of Benton and State of Oregon, as an addition to the town of South Beach, to be known as Haggen's Addition to South Beach, and we hereby declare to the use of the public the above as they are marked and designated in said plat. Dated Jan. 30th 1990
In presence of S. H. Gage
M. H. Deane

J. O. Lee
W. J. Wells
G. F. Haggen
Thomas Graham
G. R. Davis



Plan of
Haggen's Addition
to
South Beach
Benton County
Oregon.

State of Oregon } ss. On this 30th day of January, 1990
County of Benton } personally came before me the County Judge of said County
to wit, named J. O. Lee, W. J. Wells, George F. Haggen and
G. R. Davis and George Haggen to me personally known to
be the identical persons identified in and who executed the
foregoing instrument and acknowledged to me that they
executed the same freely and for the uses and purposes
therein set forth.
Witness my hand this 30th day of January, 1990
C. H. Gage, County Judge
Benton County, Oregon.

Received for Record Jan. 30, 1990 and Recorded
C. W. Wilson, Co. Clerk

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S. H. Gage
M. H. Deane
J. O. Lee
W. J. Wells
G. F. Haggen
Thomas Graham
G. R. Davis

I certify that I have examined the foregoing plat and
find it to conform with the provisions of the
act in that respect. My commission expires 1992.
C. W. Wilson, Co. Clerk
Benton County, Oregon

Exhibit C

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

PREFERRED ALTERNATIVE

Map 3-2. Coastal Gully Open Space Concept Plan



Map 3-8. Illustrative Plan

