CITY COUNCIL REGULAR SESSION AGENDA
Monday, April 01, 2024 - 6:00 PM
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.

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1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

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

4. PROCLAMATIONS, PRESENTATIONS, AND SPECIAL RECOGNITIONS

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

4.A Proclamation Recognizing National Library Week Received by Laura Kimberly Library Director

Proclamation.pdf

5. CONSENT CALENDAR

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

5.A Receipt of Audio/Video File Links for Minutes to be Approved

Video Links for Minutes to be approved 4-01-2024.pdf

5.B Approval of City Council Meeting and Work Session Minutes

3-18-2024 Work Session Minutes-Final.pdf
3-18-2024 City Council Minutes-Final.pdf

5.C Receipt of Approved Committee Minutes

September 27, 2023 Police Advisory Committee Minutes.pdf
Parks & Recreation Advisory Committee Minutes 12-6-23
Parks & Recreation Advisory Committee Minutes 2-7-24
01-17-2024_Parking_Advisory_Comm_Minutes-Approved_03-20-2024.pdf

5.D Ratify the Mayor's Appointment of Miranda Carter as a Member of the Parks and Recreation Advisory Committee for a Term Expiring December 31, 2025

City Manager Report Park and Rec Appointment.pdf
Staff Report - Miranda Carter.pdf
2024 Miranda Carter Application.pdf

5.E Favorably Recommend to the Oregon Liquor Control and Cannabis Commission (OLCC) Approval of a Full On - Premise Commercial License to The Sea Lion Located at 333 SW Bay Boulevard, as a New Outlet

City Manager's Report
The Sea Lion Staff Report.pdf
OLCC Application.pdf

6. PUBLIC HEARING

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

7. COMMUNICATIONS

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

7.A Housing Authority of Lincoln County Executive Director, Karen Rockwell - Request for Capital Funding for the Overnight Homeless Shelter

City Manager's Report
Request for Funding re Shelter Renovation.pdf

7.B Lincoln County Health and Human Services Director, Jayne Romero - Presentation on the Overnight Winter Shelter and Request for Future Funding

City Manager's Report
Romero Email .pdf
Shelter Debrief Report 2024 (2).pdf
2024 Report to Community - Request for Contuation Funding Support (2).pdf

8. CITY MANAGER'S REPORT

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

8.A Report and Possible Action on the Oceanview Drive Traffic Study

City Manager's Report
Traffic Studies Oceanview Update - Staff Report.pdf
Newport Oceanview Drive Assessment Memo - Final.pdf
Figure 1 Conceptual Realignemnt Alternative Oceanview & Edenview Improvements.pdf
Lindsey Brown Public Comment Read into Record .pdf
Herb Fredericksen Public Comment- Read into Record.pdf

8.B Authorization to File with the Department of Environmental Quality Applications for a Clean Water State Revolving Loan Fund (CWSRF) Loan to Provide Funds for the Design and Construction of Two City Wastewater

Projects, Including the Influent Piping Replacement and the Dechlorination Project
City Manager's Report
Staff Report.FINAL.03252024.pdf
Newport_Application__Dechlor__8-11-2023_.pdf
Newport_Application__Influent_PS__8-11-2023_.pdf

8.C Consideration and Possible Approval of Modification to the City's Vacation Accrual and Carryover Schedules
City Manager's Report
Copy of Vacation Schedule.pdf
Revised Vacation policy effective 5-22-24.pdf

8.D Consideration of Appropriation of Funds for Technical Support for the Water Supply and Conservation Management Work Group
City Manager's Report
Newport_WG-tech support_PSA_03-18-2024.pdf

8.E Status Report on Water and Sewer Code and Policy Updates
City Manager's Report.pdf
Staff Report - Water Sewer Admin policies april 1, 2024.pdf
Draft Code.pdf
05-01-2023_City_Council_Work_Session_Minutes-final.pdf
10-16-2023_City_Council_Work_Session_Minutes-Final.pdf
ORS_91.255_.pdf
Newport_Utility_Account_Current_Front.pdf
Newport_Utility_Account_Current_Rear.pdf
Leak Adjustment Form Draft.pdf
Draft Property Owner Payment Arrangements Consent Form.pdf
Draft Commercial Utility Application Form.pdf
Draft Residential Utility Application Form.pdf
Draft Approval to Transfer Service Form.pdf
CUSTOMER ACCOUNT SERVICE REQUEST FORM FORM FILLABLE.pdf
DRAFT Flowchart for Lien process and denial of service_.pdf
NMC ch. 5.10, 5.15, 5.20.pdf

8.F Report and Discussion of Write-off Policies for Uncollectible Debt
City Manager's Report
Staff Report - March 18 Uncollectible-Bad Debts Policy.pdf
Staff Report for Uncollectible Debt Write off Policy.pdf
Draft Policy.pdf
05-01-2023 City Council Work Session Minutes-final.pdf

8.G Employee Housing Update
City Manager Report Employee Housing Update.pdf
June_20__2022 Work Session Minutes.pdf
Employee_Housing_Memo_-_6-16-2022.pdf

8.H Report Regarding Composition and Appointment of Members to Committee Structure Study Work Group
City Manager Report.pdf
Res. No 4012 Signed.pdf

9. LOCAL CONTRACT REVIEW BOARD

9.A Approval of Amendment No. 1 to Consultant Record Agreements Dated April 9, 2021, for Civil West Engineering, Inc., Century West Engineering, Inc., Foundation Engineering, Inc., Harper Houf Peterson Righellis, Inc. (HHPR), The Automation Group (TAG), and Water Systems Consulting, Inc.
City Manager's Report
Staff Report Consultants of Record 4-1-24.pdf
4.9.21 Century West Engineering EOR Agreement.pdf
4.9.21 Civil West EOR Agreement.pdf
4.12.21 Foundation Engineering EOR Agreement.pdf
4.9.21 HHPR EOR Agreement.pdf
4.12.21 TAG EOR Agreement.pdf

9.B Award of Insurance Agent of Record Contract for the City of Newport to WHA Insurance Agency from 2024 to 2029
City Manager Report.pdf
insurance_agent_of_record_rfp_final_03-2024.pdf

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

10.A Mayor and Council Report
Hall Report .pdf

11. PUBLIC COMMENT
This is an additional opportunity for members of the audience to provide public comment. 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.

12. ADJOURNMENT

A PROCLAMATION RECOGNIZING NATIONAL LIBRARY WEEK 2024

WHEREAS, libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life's journey;
WHEREAS, libraries have long served as trusted institutions, striving to ensure equitable access to information and services for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;
WHEREAS, libraries adapt to the ever-changing needs of their communities, developing and expanding collections, programs, and services that are as diverse as the populations they serve;
WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;
WHEREAS, libraries play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs, and small businesses, thus contributing to local prosperity and growth;
WHEREAS, libraries make choices that are good for the environment and make sense economically, creating thriving communities for a better tomorrow;
WHEREAS, libraries are treasured institutions that preserve our collective heritage and knowledge, safeguarding both physical and digital resources for present and future generations;
WHEREAS, libraries are an essential public good and fundamental institutions in democratic societies, working to improve society, protect the right to education and literacy, and promote the free exchange of information and ideas for all;
WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week.

NOW, THEREFORE, I, Jan Kaplan, Mayor of the City of Newport, proclaim National Library Week, April 7-13, 2024. During this week, I encourage all residents to visit their library and celebrate the adventures and opportunities they unlock for us every day. Ready, Set, Library!

Dated: April 1, 2024

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Jan Kaplan, Mayor

Video Links for Minutes to be Approved 4-01-2024

City Council Work Session Minutes 3-18-2024
https://thecityofnewport.granicus.com/player/clip/1222

City Council Regular Session Minutes 3-18-2024
https://thecityofnewport.granicus.com/player/clip/1223

Police Advisory Committee Minutes 9-27-2023
https://thecityofnewport.granicus.com/player/clip/1118

Parks and Recreation Advisory Committee Minutes 12-6-2023
https://thecityofnewport.granicus.com/player/clip/1165

Parks and Recreation Advisory Committee Minutes 2-07-2024
https://thecityofnewport.granicus.com/player/clip/1198

Parking Advisory Committee Minutes 1-17-2024
https://thecityofnewport.granicus.com/player/clip/1188

City of Newport
City Council Work Session Minutes
March 18, 2024

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT

Time Start: 4:04 P.M. **Time End:** 5:43 P.M.

MEETING ATTENDANCE LOG

COUNCIL/BOARD MEMBER	STAFF
Mayor Kaplan	Spencer Nebel, City Manager
Councilor Emond	Erik Glover, Assistant City Manager/City Recorder
Councilor Parker	Steve Baugher, Finance Director
Councilor Goebel	Jason Malloy, Police Chief
Councilor Hall	Derrick Tokos, Community Development Director
Councilor Jacobi (excused) (arrived at 4:06pm)	Mike Cavanaugh, Parks and Recreation Director
Councilor Botello	Melissa Roman, Engineer Tech III
	Chris Beatty, Acting City Engineer

AGENDA TITLE	ACTIONS
Work Session	
Call to Order and Roll Call	Meeting was called to order by Kaplan. Glover conducted roll call. MOTION was made by Hall, seconded by Emond to excuse Councilor Jacobi. MOTION carried unanimously in a voice vote.
Discussion Items	
City Manager's Report	Nebel presented the City Manager's Report.
Surf View Village - Sports Court Discussion	Nebel presented the Staff Report. Cavanaugh was present to speak. He reported this item had come up in the last budget discussion, Agate Beach was identified as being underserved. He noted a deficiency in that there is no recreation on the East Side of the Highway. Cavanaugh reached out to Volker Development, who is a funder of the project, and they were open to the idea. They did want to clarify that this would not conflict with any other agreements they have. Cavanaugh advised the best location is on the east side of the property on north side of 60th. Emond questioned if maintenance/ongoing costs were factored in to the plans. Cavanaugh reported they would be minimal; likely will be equivalent to tennis courts. He also reported that the current park maintenance goal is to build a park standard which addresses maintenance for those out there. Parker mentioned the need to keep the design rust/vandalism resistant. Nebel reported that funds had been requested, but were not budgeted. Jacobi questioned if asking for $140,000

Discussion on Engineering Standards	would be appropriate to ask for to help move it forward in this year's budget? Kaplan reported that the consensus of council is to move forward. Goebel wondered if this development is contributing any tax money to the city right now. Tokos advised that there is a 10-year exemption of property taxes on the apartment structure, but not on the land. He also mentioned that this park will be on private property, but owned by the city subject to a license. Hall wondered if the line on the map that wraps around could be turned into a trail. Tokos reported that it is an overgrown road that leads back to a privately owned property. Tokos has spoken with the owners and they are amicable to doing something down the road, when they develop their property. Nebel presented the Staff Report. Beatty and Roman, from the engineering department were available to speak. Nebel shared that the City has never had written standards in place on this. Beatty shared the design standards and the importance of consistency with developers and contractors on construction projects. He advised that Roman has done a lot of hard work on this. Roman shared the frustrations from engineering and citizens regarding this policy being arbitrary. The goal of the handbook design was to provide one place to go and get the answer. It won't answer all questions, but it will answer most of them, and it gives a consistent approach across the city. Roman advised how she created the document and how each department has had a chance to review it as well as a private contractor. Goebel wondered if it was reviewed by a committee. Roman reported that it isn't to that stage yet. It will be posted on city website for public response. Nebel shared that the intent is to make council aware, before soliciting public comment. Because we currently do not have anything, we will be relying on this draft until it is approved/adopted. Tokos clarified that the standards are set out already in the municipal code, these standards are there for how to accomplish that. Allen questioned a timeline or process for updating this. Beatty advised that it varies from city to city and we will need to develop one. Hall wondered if the forms are online or only available on paper? Beatty stated that some are online, the goal is for them all to be. Botello reported it would be good to have a joint session with the Planning Commission for a mini presentation. Roman reported that this is only for the right of way, easements on a site, and public property. Nebel suggested that if council has any comments, they should forward them to Beatty and Roman to review. Council would like having a project run through, possibly animated, for them to go through before the work session.

Discuss Implementation Steps for SB 1537 "Governors Housing Bill" (Enrolled)	Nebel presented the Staff Report. Tokos provided a report. Tokos advisdthat the choice is to adopt an ordinance or the city would need to adopt the statute directly and it is preferable to not do that. Tokos shared the concerns about the street parking standards and the lack of alternative options in Newport. She mentioned challenges with the terrain and road planning. Parker questioned height standards. Tokos reported that the code is setup to facilitate third story for multifamily; can not go above 40 feet. He also reported that a fourth floor adds secondary access and has different ADA standards which increase expenses for a project. Council's general consensus is this option is appropriate as it has been presented. Tokos reported that he will reach out to a local government law group with questions on the memo.
LPR Tech Jason/Speed Cameras	Nebel presented the Staff Report. Nebel reminded council that they were able to ask questions about this at the last council work session. What is needed tonight is to determine if council wants to approve this. Time was turned over to Chief Malloy. Malloy reported that recent law changes in Oregon have made it so that speed cameras are now allowed on city streets as long as they meet certain criteria. Malloy mentioned several streets that they receive a lot of complaints about. Malloy reported that the funding for this does come out of the citation, there is nothing added on to it. This means there would be less coming back to the city. There is still more legwork, but Malloy wanted to make sure this was something the council would like him to pursue. It was the general consensus of Council to proceed. Goebel reported he is opposed to speed cameras.
Adjournment	5:43pm

City of Newport
City Council Minutes
March 18, 2024

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT
Time Start: 6:07 P.M. **Time End:** 9:30 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	Jason Malloy, Police Chief
Councilor Goebel	Steve Baugher, Finance Director
Councilor Hall (in-person and later zoom)	Derrick Tokos, Community & Economic Development Director
Councilor Parker	
Councilor Jacobi	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL	Kaplan called the meeting to order.
Roll Call	Roll call was conducted by Glover.
Pledge of Allegiance.	Council, staff, and the audience participated in the Pledge of Allegiance.
PUBLIC COMMENT E Harden	Written public comment, included in council packets.
Jerry Robbins	Spoke about 17th and Oceanview. He thanked council for making the Kittleson Study of Oceanview, because it is important. He requested that council consider having Kittleson meet with the neighborhood group or the Bike and Ped Committee.
PROCLAMATION, PRESENTATIONS AND SPECIAL RECOGNITIONS.	
Oath of Office Jaden Welsh Police	Chief Malloy spoke and introduced Jaden Welsh. Glover did the Oath of Office for Jaden Welsh. Jaden's grandfather came forward to pin her badge on her.
Presentation by Andrea Formo, Public Information Officer and Caleb Unema, Project Engineer Regarding Georgia Pacific-5 min	Scott Austin was also in attendance with Andrea Formo and Caleb Unema. They provided a presentation on the Effluent Project of Georgia Pacific. Unema spoke to a leak in the outfall and the plans for 2024. He shared Georgia Pacific's plan to fix things. Goebel questioned if there would be equipment on the beach this summer. Unema reported a small excavation will be needed to get a port for a camera to inspect the pipe. Hall requested the council be in the loop for any public communications. Formo shared that they will be receiving personal recommendations. Jacobi thanked

Presentation by Dennis White, Board President of Friends of Otter Rock regarding video funding and funds request-5 min	them for their presentation and all they contribute to the county. Dennis White and Marilyn Koblenz were in attendance to present. They are co-founders of the marine reserve. White shared a presentation. Koblenz reported the video is on the website and YouTube, they have had other organizations pick it up as well. It will be shown at the Big Blue Film Festival; and it's a runner up by 2-votes for the People's Choice Awards. White reported that his hope was to be considered for funding in the next fiscal year. Hall suggested they have an opportunity to donate on their website. Nebel reported that this will be plugged into the budget; budget meetings will be in April. Allen thanked them for the work they are doing.
CONSENT CALENDAR Acknowledge Receipt of Links to Video/Audio Files for Minutes to be Approved. Approval of City Council Meeting and Work Session Minutes: 10-16-2023 Work Session Minutes 3-04-2024 Work Session Minutes 3-04-2024 City Council Minutes Receipt of Approved Committee Minutes 2-26-2024 PC Regular Session 2-26-2024 PC Work Session 2-12-2024 PC Amended Minutes 2-13-2024 BPAC Minutes Ratify the Mayor's Appointment of Dustin Capri, Karen Rockwell, Brett Estes, Rob Murphy/Tom Sakaris, Rich Belloni, Tim Johnson, Melony Helm, Rev. Judith Jones, Dr. Ralph Breitenstein, Bob Berman, and Debra Jones to the City Center Revitalization Workgroup for terms for the duration of the project. Approval of Special Event Agreement with the Lincoln County Small Farmer's Association for the 2024 Farmer's Market in the City-owned Angle Street Parking Lot Favorably Recommend to the Oregon Liquor and Cannabis Commission (OLCC) to Approve a "Limited On-Premises Sales" license to Lucky Thai Elephant Restaurant, 807 SW Coast Hwy, due to a change of ownership	Glover read the consent calendar. Parker requested that item 5F, Approval and Authorization of the Mayor to Execute an Amendment to the Employment Agreement with Spencer Nebel, City Manager, Increasing Compensation to $180,000 Per year Effective January 1, 2024 and Eliminating Future Costs of Living Adjustments. , be removed for discussion MOTION was made by Emond, seconded by Botello, to approve the consent agenda with item 5F, Nebel compensation, removed. Motion carried unanimously in a voice vote.

Favorably Recommend to the Oregon Liquor and Cannabis Commission (OLCC) to Approve a "Limited On-Premises Sales" license for White Rabbit Espresso, LLC, 644 SW Coast Hwy, as a new outlet	
Approval and Authorization of the Mayor to Execute an Amendment to the Employment Agreement with Spencer Nebel, City Manager, Increasing Compensation to $180,000 Per year Effective January 1, 2024 and Eliminating Future Costs of Living Adjustments.	Council had a brief discussion on this item. Parker wondered about the total compensation amount and if it was previously budgeted for. Nebel advised that it would have been budgeted at his previous salary, when the Council does a future budget amendment, they can make those budget adjustments. Nebel advised that he also will be entitled to be paid out vacation, the values of which is increasing if salary increases. He shared he is currently is making $159,000. Botello questioned the process and what the percentage increase is based on. She shared that she is not a fan of the process. Kaplan reported that Nebel had not requested this increase. Nebel has only had two increases in his time here. Kaplan reported that it was not based on a percentage, but rather a max of range from the Jensen strategies recruitment. Botello reported that the process is weird, she would be more in favor of a bonus instead of salary change. It was noted the salary increase was a 13% increase. Nebel reported he hasn't said much because he doesn't want to talk about it. In his 42 years of experience, he has never requested a raise; he isn't comfortable doing that. The governing body can do what they believe should be done. Hall shared concern that the next City Manager will ask for increases and we should be prepared for that in the budget. Goebel advised that if Nebel were applying today the would pay him $180,000, he is well deserving of this. MOTION was made by Emond, seconded by Jacobi to approve agenda item 5F, Approval and Authorization of the Mayor to Execute an Amendment to the Employment Agreement with Spencer Nebel, City Manager, Increasing Compensation to $180,000 Per Year Effective January 1, 2024 and Eliminating Future Costs of Living Adjustments. MOTION carried unanimously in a voice vote.
COMMUNICATIONS	MOTION was made by Goebel, seconded by Emond to move this item up on the agenda. MOTION carried unanimously in a voice vote.
From Mayor Kaplan, Council President Hall, Acting City Engineer Beatty and Representative Gomberg – Report on the Washington D.C. Trip to Advocate for Capital Outlay Funding for the City of Newport	Nebel presented the City Manager's Report. Representative Gomberg and Beatty were available to speak. Gomberg shared that the pieces came together for this trip. He believes this was successful. He also shared that the four that went to DC were a good and effective team to present the concerns in an organized and concise fashion. He reported he thinks the trip will be worth the investment. Beatty reported the meeting was invigorating and he was honored to be there for the City of Newport. Kaplan

	recognized Hall who knew everyone in Washington D.C. Nebel thanked Gomberg for doing this.
Communication from the Discover Newport Committee Plan of Action and Request for Disbursal of $100,000 in approved budget for beautification	Glover presented the City Manager's Report. Wayne Patterson, Executive Director and Lauren Pahl, Marketing Manager from the Chamber of Commerce, were present to speak and answer questions. Glover advised the Discover Newport Committee (DNC) released a beautification survey in February/March 2024 looking for feedback for a beautification plan of action, following previous action of the Council to delay funds disbursal for Beautification line item in budget until award. Glover spoke to the survey sharing that engagement in the survey was great. People were dissatisfied with the visual appeal of Newport and want to focus on the Deco District and Bayfront. DNC had a robust discussion on March 14, 2024 for a plan of action. One idea is to take $48,800 to direct to two areas for a targeted cleanup effort. The second is a city banner program which would cost $51,200 annually. There was a brief question and answer. MOTION was made by Parker, seconded by Emond to move to approve the use of $100,000 in budgeted funds for the Discover Newport Committee, as requested by the Discover Newport Committee. MOTION carried unanimously in a voice vote.
PUBLIC HEARING **Public Hearing and Potential Adoption of Ordinance No. 2222, an Ordinance Amending Chapters 14.01, 14.03, 14.06, 14.11, 14.13, 14.14, 14.33 and 14.52 of the Title XIV of the Newport Municipal Code to Promote the Construction of Needed Housing**	
City Manager's Report	Nebel presented the written City Manager report. Tokos has spent a fair amount of time on this.
Public hearing open	Kaplan opened the Public Hearing at 07:16 pm
Public Comment	None was heard.
Public hearing closed	Kaplan closed the Public Hearing at 07:17 pm
Council Decision	MOTION was made by Goebel, seconded by Hall, to move to conceptually approve Ordinance 2222, an ordinance amending chapters 14.01, 14.03, 14.06, 14.11, 14.13, 14.14, 14.33 and 14.52 of Title XIV of the Newport Municipal Code to promote the construction of needed housing, and refer it back to city administration for legal and other reviews, to be brought back at a later time. MOTION carried unanimously in a voice vote.

Public Hearing and Potential Adoption of Goals and Objectives for Fiscal Year 2024-2025 City Manager's Report Public Hearing Open Public Comment Public Hearing Closed Council Decision	Nebel presented the written City Manager report. Kaplan opened the hearing at 07:38 pm Joshua Paul Perkins, from Newport. Shared he would really like to see the budget. He looks around and doesn't' see a whole lot of things that make sense. He would like to see the budget and the minutes voted on the first time he came to a meeting. He is running for mayor. He requested they vote on the budget so that someone can see it. Council advised Perkins that the budget and minutes are on the city website. Kaplan closed the hearing at 07:41 pm MOTION was made by Hall, seconded by Parker, to move to adopt the City of Newport goals and objectives for Fiscal Year 2024-2025. MOTION carried unanimously in a voice vote.
CITY MANAGER'S REPORT	
Consideration and Possible Approval of an Intergovernmental Grant Agreement with the Oregon Department of Transportation to Fund the Newport City Center Revitalization	Nebel presented the City Manager's Report. They are waiting on this grant. The city has a new City Revitalization Advisory Committee. Council voted in November 2023 to appoint stakeholders and they added six more tonight. Tokos mentioned they still need a council liaison. The meetings will be over a 12-18-month period being held every 2 months. Jacobi advised she would like to be the liaison. MOTION was made by Parker, seconded by Goebel to move to approve an intergovernmental grant agreement with the Oregon Department of Transportation to fund the Newport City Center Revitalization Plan and authorize the City Manager to execute the agreement upon final review by the City Attorney. MOTION carried unanimously in a voice vote. MOTION was made by Hall, seconded by Parker to move to have Jacobi as the council representative on this committee with Emond as an alternate. MOTION carried unanimously in a voice vote.
Consideration and Possible Adoption of Resolution No. 4014, a Resolution Establishing a Policy for Government Symbolic Speech by Departments of the City of Newport	Nebel presented the City Manager's Report. Allen referenced some changes in language. Hall shared her concern about composition, about diversity across departments and cities values related to work. MOTION was made by Parker, seconded by Jacobi to move to adopt Resolution No. 4014 a resolution establishing a policy for government symbolic speech by departments of

	the City of Newport, as modified by the city attorney. MOTION carried unanimously in a voice vote.
Consideration and Possible Adoption of Resolution No. 4013, a Resolution Adopting Revised Council Rules	Nebel presented the City Manager's Report. MOTION was made by Jacobi, seconded by Hall to move to adopt Resolution No. 4013, a resolution adopting revised Council Rules. MOTION carried unanimously in a voice vote
Possible Adoption of Resolution No. 4012, a Resolution to Establish a Committee Structure Study Work Group	Nebel presented the City Manager's Report. Botello advised that we might lose some people who are very established here. Nebel responded that there may be committees that we need to consolidate, some committees may not be needed the intent of the workgroup is to make a report on this subject and learn what modifications need to be made, if any. . The committee members will have the opportunity to comment. MOTION was made by Jacobi, seconded by Parker to move to adopt Resolution No. 4012, a resolution to establish a committee structure work group.
Consideration and Possible Adoption of Resolution No. 4015, a Resolution Modifying the Explanatory Statement of the Newport Fuel Tax	Nebel presented the City Manager's Report. Nebel shared that people think it is a 5% tax on gas, and that is not what it is. It is .05 cents, which is 1.4% tax. Allen covered items which were changed in the document. Jack Weber-Newport was in attendance and spoke. He shared that he is in favor of funding any effort to promote maintenance and improvements of infrastructure. He shared his concern is this tax doesn't address all road users, he would like to see it address electric vehicles as well. Joshua Paul Perkins-Newport also spoke. He shared that when it comes to the idea of fuel taxes right now, it is a house of cards. Why are you guys taxing fuel if you are worried about the environment? Tax electric cars. Nebel reported that electric cars are something the state is struggling with. He shared that it is something that needs to be addressed. The fuel tax has a limited shelf life, until there is a better system in place, we are stuck. It was shared that electric cars pay higher price for licensing and taxes, but none of that comes to the city. Kaplan stated that they need to do something, the streets are falling apart. He shared that he thinks we should have some way to collect money from people who don't live here, considering they are using our roads. MOTION was made by Jacobi, seconded by Emond to move to adopt Resolution No. 4015, a resolution modifying the explanatory statement of the Newport fuel tax.

Consideration and Possible Approval of Amendment No. 4 to the City of Newport Employees' Retirement Plan Increasing the City's Contributions for Employees from 3% to 6% Effective January 1, 2024	Nebel presented the City Manager's Report. MOTION was made by Parker, seconded by Botello to move to approve Amendment Number Four to the City of Newport Employees' Retirement Plan modifying section 4.02-2 (money purchase contributions) by increasing the city's match of employees' elective deferrals to the City of Newport 457(b) plan from 3% to 6% and reducing the vesting period for the employees hired after 2012 from seven years to five years, and modifying the vesting percentage for each of those years as provided in the amendment. MOTION carried unanimously in a voice vote. (Hall voted via Zoom)
Consideration of Reallocating Part-Time Positions in the Police Department	Nebel presented the City Manager's Report. Chief Malloy was available to speak and answer questions. Jacobi mentioned she would like to have a review of Short-Term Rental Hotline complaints at some point. Nebel advised that they can schedule this for a work session. Hall wondered if these positions are at the same salary rate and if the hotline is worth the expenses? Chief Malloy stated that records clerk makes less. Nebel shared that they will do a report on the hotline and costs at a future work session. MOTION was made by Jacobi, seconded by Emond to move to shift responsibilities from a part-time CSO position to a part-time Records position with the full-time CSO shifts providing coverage six days a week, including Saturday. MOTION carried unanimously in a voice vote.
Acceptance of City of Newport Strategic Plan for Strengthening Workplace Culture	Nebel presented the City Manager's Report. Kaplan questioned if they are accepting, but not committing to this; these items have to come back to council? Nebel advised that Kaplan is correct. There was a brief question and answer. MOTION was made by Parker, seconded by Botello to move to accept the City of Newport Strategic Plan with recommendations for strengthening work place culture. MOTION carried unanimously in a voice vote.
Consideration of Appropriating Funding for Chiller Piping at the Performing Arts Center (PAC)	Nebel presented the City Manager's Report. MOTION was made by Emond, seconded by Jacobi to move to appropriate $8,000 from the Room Tax contingency and $12,000 in General Fund contingency for covering the cost of changing out the HVAC chiller lines in the Performing Arts Center building to facilitate future addition of a chiller for this facility with these changes being reflected in the

	supplemental budget. MOTION carried unanimously in a voice vote.
Report on City Manager Recruitment	Nebel presented the City Manager's Report. Nebel mentioned that the Jensen recruiting firm will only be providing a list of all 26 candidates who applied, but will provide all information for the 10 selected for interview, if council is ok with that. Consensus was that would be fine. Jacobi mentioned they need to give thought as to citizens to serve on the citizen interview panel. Nebel reported that they try to use around six citiens. Nebel suggested they have any questions they would like included ready to give to Jensen recruiting company at the executive session, so they can try to incorporate those questions. Other things to remember, interview week is April 15, selection process will be initiated on April 16, there will be a candidate reception with staff at 3 pm at the rec center, the community reception will be held at the Performing Arts Center at 6pm, April 17 is the 3 panel interviews, there will be a tour with the candidates on Wednesday as well, council needs to be prepared to set apart the whole day on Thursday for interviews, April 18 the council will meet in Executive session to deliberate on the candidates, followed by a public meeting where council will make an offer. Parker advised that he needs to be excused from the whole process. He has a conflict of interest; as an applicant, he is opting out due to this conflict and is recusing himself. It was also mentioned that Nebel and Allen will both be in attendance on April 1.
PUBLIC COMMENT	Joshua Paul Perkins spoke. Shared he wanted to tell story of Joseph Lenhardt, he was sick. He had mental health issues and attacked me and I had to send him to jail twice. I tried to get him help, went to court hearing to do a victim impact statement. I was not allowed to give that statement. I've seen court tv, some of these people are allowed to yell at attackers for over an hour. I didn't even get five minutes. I let the judge know he needed help. He was my friend, he was nice to me, except when he was sick. The other day he was found face down on the ground, and taken to the hospital and died three days later. Constitution states we are guaranteed help from the government. For the last 13 years we have been arguing about it as if it doesn't exist. As if the constitution doesn't exist. How about to the people in Washington why are they acting like it doesn't exist? My friend is dead and I am sad, his family doesn't have enough money to bury him. I am going to start a GoFundMe for his funeral, and I would welcome any help. The judge has failed the county and you have as well, guilty by association.
REPORT FROM MAYOR AND COUNCIL	Botello requested she be excused from the meetings the first part of May; she will be gone to a conference. Botello

	also mentioned she may need to be excused on April 23 because she may be teaching that night. MOTION was made by Parker, seconded by Emond to move to excuse Botello from the May 6th work session, URA, and council meetings. MOTION carried unanimously in a voice vote. Kaplan gave a summary of the meeting with Senator Wyden at NOAA. Botello wondered about LED in streetlights. Nebel shared that Central Lincoln PUD are converting them over slowly. Jacobi, Goebel, and Nebel attended the Fireman's Dinner and had a good time. Allen referenced council rules. Under council rules attorney is designated to parliamentarian. He went through the council rules and pulled out all council rules that relates to questions which have come up and it is a one pager. Allen recommends that they print it out and put it in their folders. Allen advised he will print it out for the next meeting as a cheat sheet.
ADJOURNMENT	9:30pm

September 27, 2023
6:00 P.M.
Newport, Oregon

POLICE ADVISORY COMMITTEE

CALL TO ORDER

Chair Baxter called the September 27, 2023 meeting of the Police Advisory Committee to order at 6:00 P.M. In attendance were Mindy Baxter, Esmeralda Hernandez, Rick Gutknecht, Susan Van Liew, Lonnie Martinez, Keith Nelson, Patty Riley, Executive Assistant, and Chief Jason Malloy.

APPROVAL OF MINUTES

Motion was made by Martinez, seconded by Hernandez, to approve the minutes of the July 26, 2023 meeting as presented. The motion carried unanimously in a voice vote.

DISCUSSION ITEMS

Committee Vacancy Update. Malloy updated the Committee on the current vacancies. The City Council has approved changing one of the "Student" Committee member positions to a "Member at Large" position. The City Recorder will send out a press release next week to see if there is any interest in any of the open positions. Malloy will also reach out to Mrs. Mattson and Mrs. Dye at the High School.

Action Plan Update. Baxter thanked Gutknecht for doing an awesome job on the Action Plan. The Committee discussed a few of the items, and agreed to add finished dates for a couple of the items. It was decided not to have a booth at the Saturday Market. Malloy invited Committee Members to the "Gear Up College Fair" on 10/25/23. Committee decided not to attend, but to send brochures and ride along applications.

Malloy asked Riley to email a copy of the Newport Police Department Policy Manual's Table of Contents so the Committee Members can recommend topics that interest them for future meetings.

Neighborhood Watch and elderly scams were briefly discussed by the Committee.

Malloy discussed the upcoming Citizen's Academy in April. The Academy classes will be held on Tuesdays, with one Saturday at the gun range. The Committee will be asked to help promote awareness of the upcoming Academy. A member from the Committee will also be asked to give a 15-minute speech at one of the classes. All Committee Members are strongly encouraged to attend the Citizen's Academy.

The Committee briefly discussed the Police Department's contacts with the local schools. At the next meeting Malloy will report on the number of calls from the schools this school year. The LCSD has a new program/group message to streamline the process of whether an Officer needs to respond to an incident. The Police Department does not respond to mental health issues at the schools unless there is an imminent threat. There have been four Suicide Ideations of students in the past five weeks.

Community Event. Coffee with A Cop at Starbucks has been cancelled and will be rescheduled at a later date.

Director's Report. The City Council has approved the new Police vehicle design. The thin blue line has been removed, and the Newport Bridge has been added.

All four of the new Police Officers are done with the DPSST Academy and are going through their field training. Officer Cicerone, a lateral from Eugene has been hired. There are currently only two Police Officer vacancies left. Officer Bales has been promoted to Sergeant. The City Council has approved adding another Lieutenant position. The Department will have an Administrative Lieutenant and a Patrol Lieutenant. There is still a part-time Records Clerk position that needs to be filled. The new Parking Enforcement Officer is trained and on the road. The Bayfront will be getting new Parking Kiosks. More information will be posted on the City's website.

There will be a new winter shelter opening up in Newport. Until it opens, two local churches will be opening their doors on a rotating basis to accommodate the unhoused.

PUBLIC COMMENT

Sophia Solano with Conflict Artistry LLC spoke on the restorative justice program, and their community partnerships. There are a lot of outlets from the criminal justice system to utilize the program. One example is to have a Restorative Justice Specialist instead of a School Resource Officer. This could possibly interrupt the school to prison pipeline. Restorative justice services are completely free. Oregon is leading the nation in restorative justice programs. Solano would like to come back to another Police Advisory Committee meeting for another presentation.

COMMITTEE COMMENT

A letter from Sam Hurst was included in the agenda packet.

The next Committee meeting will be Wednesday 11/29/23.

ADJOURNMENT

Having no further business, the meeting adjourned at 7:25 P.M.

City of Newport
Parks and Recreation Advisory Committee Minutes
December 6, 2023

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL
169 SW COAST HIGHWAY NEWPORT
Time Start: 5:33 P.M. **Time End:** 6:46 P.M.

ATTENDANCE LOG/ROLLCALL

COUNCIL / COMMITTEE MEMBER	STAFF
Nancy Steinberg, Chair	Cavanaugh, Michael, Parks & Recreation Director
Charles Brown	
Cheryl Brown, Vice-Chair	
Jeff Schrantz	
Michael Kloeck	
Brian Norris	
Nyla Jebousek	
Todd Chandler	
CM Hall – City Council	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL a. Roll Call	None.
APPROVAL OF THE MINUTES a. Meeting minutes of October 10, 2023	Motion by Kloeck to approve the revised minutes of October 10, 2023. Seconded by Norris. Motion carried unanimously in a voice vote.
b. Meeting minutes of November 1, 2023	Motion by Cheryl Brown to approve the minutes of November 1, 2023. Seconded by Schrantz. Motion carried unanimously in a voice vote.
ADDITIONS/DELETIONS TO AGENDA	None.
DISCUSSION ITEMS **a.** Review & Update on Fiscal Year 2023-2024 Committee Goals **b.** Fiscal Year 2024-2025 Committee Goal Setting	Steinberg reviewed the current goals and introduced suggestions for reduction and revision for fiscal year 2024-2025. The Committee discussed the suggestions and provided input for the 2024-2025 goals.

c. Parks & Recreation Rules of Conduct	Motion by Mitchell to accept the set of goals as outlined. Seconded by Norris. Motion carried unanimously in a voice vote. Cavanaugh reviewed the draft Rules of Conduct which would eventually become City-wide, noting that it would be based on the current Library Rules of Conduct. The Committee discussed the Rules of Conduct and provided input on the wording and suggested changes as needed. The Committee requested this item be put on the next meeting agenda for further discussion.
DIRECTOR'S REPORT	Cavanaugh reminded the Committee that the next Director's report would be in March, based on the quarterly schedule.
PUBLIC COMMENT	None
COMMITTEE COMMENTS	Steinberg noted that the Committee should have received an email regarding the process for hiring the next City Manager, as Nebel would be retiring at the end of the fiscal year. She added that there would be a Zoom session to collect community input on what the community wants in their next City Manager. Jebousek asked if Community Gardens was a Committee goal. Steinberg noted that it was not on the current goals, but the project is a priority for the Committee, which had been shared with the City Council.
DEVELOP NEXT AGENDA	Agenda items for discussion a. Code of Conduct b. Recreation Business Plan c. Yaquina Bay Yacht Club d. Officers e. Review Charge to the Committee f. Review goals

DEVELOP NEXT MEETING DATE	Next meeting is scheduled for January 3, 2024
ADJOURNMENT	Meeting adjourned at 6:46 PM

City of Newport
Parks and Recreation Advisory Committee Minutes
February 7, 2024

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL
169 SW COAST HIGHWAY NEWPORT
Time Start: 5:33 P.M. **Time End:** 7:12 P.M.

ATTENDANCE LOG/ROLLCALL

COUNCIL / COMMITTEE MEMBER	STAFF
Nancy Steinberg, Chair	Michael Cavanaugh, Parks & Recreation Director
Charles Mitchell	
Cheryl Brown, Vice-Chair	
Charles Brown	
Jeff Schrantz	
Michael Kloeck	
CM Hall – City Council	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL a. Roll Call	None. Steinberg noted that Brian Norris had tendered his resignation and thanked him for his years of service.
PUBLIC COMMENT	None.
APPROVAL OF THE MINUTES a. Meeting minutes of December 6, 2023	Motion by Cheryl Brown to approve the minutes of December 6, 2023. Seconded by Mitchell. Motion carried unanimously in a voice vote.
ADDITIONS/DELETIONS TO AGENDA	None.
DISCUSSION ITEMS a. Committee Officer Elections b. Review of Committee Charge	Schrantz moved to elect Steinberg as Chair and Cheryl Brown as Vice-Chair. Seconded by Mitchell. Motion carried unanimously in a voice vote. Steinberg reviewed the Committee Charge and asked for questions or comments.

c. Parks and Recreation and Advisory Committee Applicant Interview – John Wray	The Committee discussed the applicant questions with John Wray. Kloeck moved to recommend John Wray to the City Council to fill Jebousek's seat. Seconded by Charles Brown. Motion carried unanimously in a voice vote.
d. Review FY24-25 Draft Committee Goals	Steinberg noted that this was a quick review of the goals which contained the edits requested.
e. Review FY24-25 Draft Committee Calendar	Steinberg introduced the calendar for the year, which included the tasks they would like to accomplish.
f. Parks and Recreation Code of Conduct Discussion	Cavanaugh noted the Code of Conduct was for the entire Department, not just the Recreation Center including City parks, and incorporated existing City ordinances. The Committee reviewed the document and discussed it. MOTION: Cheryl Brown moved to submit the Parks and Recreation Code of Conduct to the City Council for approval. Seconded by Charlie Brown. Motion carried unanimously in a voice vote.
g. Recreation Business Plan – Goals and Objective Tracking Discussion	Cavanaugh gave an overview of the current business plan. Cheryl Brown presented the tracking document that she had developed. She explained how it should1 be used and that it should be reviewed annually. MOTION: Steinberg moved to accept the Recreation Business Plan and to forward it to the City Council for approval. Seconded by Mitchell. Motion carried unanimously in a voice vote.
Director's report a. Sam Moore parkway playground engagement meeting	Cavanaugh noted that there would be an engagement meeting on February 13 from 530-700 P.M. in the Recreation Center with three playground representatives with three different designs for the parkway. Cavanaugh gave an overview of the expected park improvements.
COMMITTEE COMMENTS	Steinberg praised the Parks and Recreation staff for their efforts during the recent ice storm, in opening the Recreation Center as a shelter and

	the speed with which the Parks staff cleaned up the parks of broken and downed trees. Hall mentioned a meeting scheduled in Lincoln City on February 28, regarding making parks accessible to everyone.
DEVELOP NEXT AGENDA	Agenda items for discussion a. Department Goals b. Playground Report c. Applicant Interviews
DEVELOP NEXT MEETING DATE	Next meeting is scheduled for March 6, 2024
ADJOURNMENT	The meeting adjourned at 7:12 P.M.

City of Newport
Parking Advisory Committee Minutes
January 17, 2024

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL, 169 SW COAST HIGHWAY, NEWPORT
Time Start: 6:00 P.M. **Time End:** 6:58 P.M.

ATTENDANCE LOG/ROLLCALL

COMMITTEE MEMBER	STAFF
Chair Janell Goplen (by video)	Derrick Tokos, Community Development Director
Aracelly Guevara (by video)	Sherri Marineau, Community Development Dept.
Aaron Bretz	Donald Valentine, Community Service Officer (by video)
Gary Ripka (by video)	
Bill Branigan (by video)	
Doretta Smith (absent)	
Robert Emond (by video)	
Jan Kaplan (absent)	

AGENDA ITEM	ACTIONS
CALL TO ORDER AND ROLL CALL a. Roll Call	None.
APPROVAL OF THE MINUTES a. Meeting minutes of December 20, 2023	Motion by Branigan, seconded by Bretz to approve the minutes of December 20, 2023 as written. Motion carried unanimously in a voice vote.
STATUS OF THE COURTESY ELECTRONIC PERMIT ROLLOUT a. Discussion on permit rollout b. Committee feedback and comments	Mr. Tokos gave an update on the rollout of the courtesy electronic permits. Committee members provided feedback on the rollout which included creating boiler plate handouts to put on vehicle windshields during the rollout; reaching out to the Chamber of Commerce to hand out free parking coupon codes at the Sea Food and Wine Festival; creating a partnership with the Fishermen's Wives to help with permit enrollment; sending out another round of noticing on the rollout to the fishermen and businesses; and holding another user group meeting the second week of February at city hall to show examples of how to use the program.
UPDATE ON "MOBILE PAY" IMPLEMENTATION	Mr. Tokos provided an update on the "mobile pay" implementation.

INSTALLATION OF THE BAYFRONT PAY STATIONS AND REGULATORY SIGNS a. Discussion on pay stations and signs b. Committee feedback and comments	Mr. Tokos gave an update on the delay of the installation of the pay stations and regulatory signs until sometime in mid-February. Security cameras and their electrical systems would be set up at the same time as the pay stations. Committee members expressed concerns that the public could get confused on the locations of the city lots and the port lots. They suggested the handicapped parking icon be added to the signs, and a video loop to show how to use the pay stations be added to the city's website.
PARKING ENFORCEMENT UPDATE	Tokos reported the parking enforcement vehicle needed to be serviced to address issues before it could be put in use. Officer Valentine gave an update on current parking enforcement.
CITIZEN/PUBLIC COMMENT	None.

Submitted by: _____

Sherri Marineau, Executive Assistant

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: April 1, 2024

Agenda Item: Ratify the Mayor's Appointment of Miranda Carter as a Member of the Parks and Recreation Advisory Committee for a term expiring December 31, 2025

Background:

At the March 6, 2024 committee meeting, the Parks and Recreation Advisory Committee recommended appointing Miranda Carter to the vacant seat left by Todd Chandler for a term expiring December 31, 2025.

Recommended Action:

I recommend that the City Council consider the following motion:

I recommend that the City Council ratify the Mayor's appointment, as noted above, as a part of the consent calendar.

Fiscal Effects:
None

Alternatives:
Do not ratify the Mayor's appointment, or as suggested by the City Council

Respectfully submitted,

Erik Glover Assistant City Manager/City Recorder on behalf of:

Spencer R. Nebel, City Manager

STAFF REPORT
CITY COUNCIL AGENDA ITEM

Meeting Date: April 1, 2024

Title: Ratify the Parks and Recreation Advisory Committee's Appointment of Miranda Carter as a Member of the Parks and Recreation Advisory Committee

Prepared by: Michael Cavanaugh, Parks and Recreation Director

Background Information:
At the March 6, 2024 committee meeting, the Parks and Recreation Advisory Committee recommended appointing Miranda Carter to the vacant seat left by Todd Chandler for a term expiring December 31, 2025.

Fiscal Notes:
None

Alternatives:
None

Attachments:
Miranda Carter Application

Application for City Council - Email Application
Commission/Committee of Interest:
PARKS AND RECREATION ADVISORY COMMITTEE

1. **Name: Miranda Carter**
   Occupation: Future Indoor Playpark Owner
   Employer: Self

   Why do you think you are qualified to be a Committee member?
   I am Autistic and so is my 5 year old son, so I am well versed in inclusivity I belong to exclusive The Playmaker's Society I am trying to open an inclusive indoor playpark in our community and have studied inclusivity, playground and equipment design, startup company business practices and am well trusted in the community

   State your educational background.
   Studied Psychology at Purdue University with a 4.0

   Have you ever served on a community committee? If so, what kind?
   I currently serve on the Porthole Players Board of Directors as Vice President I serve the Boosters for the elementary schools

   Do you agree with consensus decision making?
   Yes

   Are you willing to attend regularly scheduled meetings for your term of office?
   Yes

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

   Do you anticipate having many conflicts of interest that may disqualify you in making decisions, due to personal and/or business relationships?
   No

   List all other pertinent information/background for this position.
   I spoke at length to Mike at the public meeting for Sam Moore Park. He encouraged me to apply again.

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: April 1, 2024

Agenda Item:
Favorably Recommend to the Oregon Liquor Control and Cannabis Commission (OLCC) Approval of a Full On - Premise Commercial License to The Sea Lion Located at 333 SW Bay Boulevard, as a New Outlet.

Background:
The Sea Lion is located on the Bayfront within Bayscapes Gallery and Coffeehouse. They are requesting a "full on-premise, commercial" and "off-premise" license as a new outlet. This will allow the applicant to sell spirits, malt beverages, beer, wine and cider by the drink on the premises, as well as selling these products for consumption off premises.

Recommendation:
I recommend that as part of the Consent Calendar, Council approve a favorable decision to the OLCC to approve a "full on-premise, commercial" and "off-premise" license as a new outlet to The Sea Lion located at 333 SW Bay Boulevard.

Fiscal Effects:
None directly by a favorable recommendation.

Alternatives:
None recommended.

Respectfully submitted,

Spencer Nebel
City Manager

STAFF REPORT
CITY COUNCIL AGENDA ITEM

Meeting Date: 4/1/24

Title: Consideration of Recommendation to the Oregon Liquor and Cannabis Commission for The Sea Lion, 333 SW Bay Blvd., as a new outlet.

Prepared by: Jason Malloy, Chief of Police

Recommended Motion: Consent calendar item.

Background Information: The Sea Lion, 333 SW Bay Blvd., has made application to the Oregon Liquor and Cannabis Commission for a "Full On-Premises, Commercial" and "Off Premise" license as a new outlet.

A Full On-Premises Commercial license allows for the applicant to sell 'by the drink' distilled spirits, malt beverages, wine and cider for consumption on the licensed premises. Malt beverages, wine and cider may be sold at retail to consumers for consumption off the licensed premises. Partially consumed bottles of wine that had been served with a meal may also be taken from the premises. An Off-Premise license allows for the applicant to sell factory sealed containers of wine, malt beverages and cider. Containers of malt beverages sold under the license may not hold more than two and one-quarter gallons.

A background check of the location revealed no disqualifying information. The Sea Lion is located on the Bay Front and within Bayscapes Gallery and Coffee House. There were no police calls to the business location within the last year.

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

Fiscal Notes:
None

Alternatives:
None

Attachments: OLCC Application

LIQUOR LICENSE APPLICATION

Check the appropriate license request option:

☒ New Outlet | ☐ Change of Ownership | ☐ Greater Privilege | ☐ Additional Privilege

Select the license type you are applying for.

More information about all license types is available online.

Full On-Premises

- ☒ Commercial
- ☐ Caterer
- ☐ Public Passenger Carrier
- ☐ Other Public Location
- ☐ For Profit Private Club
- ☐ Nonprofit Private Club

Winery

- ☐ Primary location
- Additional locations: ☐2nd ☐3rd ☐4th ☐5th

Brewery

- ☐ Primary location
- Additional locations: ☐2nd ☐3rd

Brewery-Public House

- ☐ Primary location
- Additional locations: ☐2nd ☐3rd

Grower Sales Privilege

- ☐ Primary location
- Additional locations: ☐2nd ☐3rd

Distillery

- ☐ Primary location
- Additional tasting locations: (Use the DISTT form **HERE**)

☐ **Limited On-Premises**

☒ **Off Premises**

☐ **Warehouse**

☐ **Wholesale Malt Beverage and Wine**

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT
After providing your recommendation, return this form to the applicant **WITH** the recommendation marked below

Name of City OR County (not both)

Please make sure the name of the Local Government is printed legibly or stamped below

Date application received:

Optional: Date Stamp Received Below

☐ Recommend this license be granted

☐ Recommend this license be denied

☐ No Recommendation/Neutral

Printed Name _____ Date _____

Signature _____

The Sea Lion

Trade Name

LIQUOR LICENSE APPLICATION

APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1:	Name of entity or individual applicant #2:
Brendan Mathews	
Name of entity or individual applicant #3:	**Name of entity or individual applicant #4:**

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):
The Sea Lion

Premises street address (The physical location of the business and where the liquor license will be posted):
333 SW Bay Blvd

City:	Zip Code:	County:
Newport	97365	Lincoln

Business phone number:	Business email:
[redacted]	[redacted]

Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1].):
333 sw bay blvd

City:	State:	Zip Code:
Newport	Oregon	97365

Does the business address currently have an OLCC liquor license?	Does the business address currently have an OLCC marijuana license?
☐ Yes ☒ No	☐ Yes ☒ No

APPLICATION CONTACT INFORMATON – Provide the point of contact for this application. If this individual is not an applicant or licensee, the Authorized Representative Form must be completed and submitted with this application.

Application Contact Name:
Brendan Mathews

Phone number:	Email:
[redacted]	[redacted]

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: April 1, 2024

Agenda Item:
Housing Authority of Lincoln County Executive Director, Karen Rockwell – Request for Capital Funding for the Overnight Homeless Shelter.

Background:
The Housing Authority of Lincoln County acquired property on the corner of Hurbert and 7th Streets that was utilized by the County Health Department to provide shelter for unhoused individuals during this winter season. The winter shelter will be closing on March 31, proceeding with a renovation that will increase the bed count and add important safety improvements and keep the environment more efficient to serve the needs of the unhoused community in Lincoln County. The Housing Authority of Lincoln County is requesting a one-time capital investment to complete the work in the amount of $250,000 from the City of Newport. The City Council has included $200,000 in ARPA funding for facilitating a permanent shelter in Newport and an additional $200,000 in General Fund money to be utilized to address homelessness in the community.

The City Council has is being requested to consider two types of funding for the Lincoln County Winter Shelter Program. The first is capital funding for the renovation of a shelter facility with the Housing Authority of Lincoln County. The second is operational funding for the 2024 – 2025 winter season. Karen Rockwell, Executive Director of the Housing Authority of Lincoln County, and Jayne Romero, Director of the Lincoln County Health and Human Services, will provide a joint presentation. Please note that the requests will be considered separately by Council as two agenda items.

Originally, the City had discussions with the Nazarene Church about utilization of their recreation building that has been under construction for the past ten years for a center to meet various needs of the unhoused. However, the Nazarene Church has indicated that they wish to proceed with their original plans for use of this building. The use of these funds would be consistent with their original purpose, should Council be willing to proceed with this request.

Overall, the Housing Authority in conjunction with the County health Department provided a much needed service for the unhoused community during this past winter. While we heard concerns from three property owners in that area, the Housing Authority effectively managed to minimize these impacts. During the course of the operation of the shelter, it was never necessary to call the police department to respond to any issues occurring in the shelter. There have been some questions raised regarding the impact that this facility will have efforts to revitalize City Center.

City staff had a couple of meetings during the course of this year's operation with the County and the Housing Authority. There were very minimal police calls to the

neighborhood. Overall, I believe that this was a vast improvement over how sheltering has been provided in past years in the City of Newport.

Recommendation:
I recommend the City Council consider the following motion:

I move to direct City administration to develop an agreement with the Housing Authority of Lincoln County for capital funding for the shelter facility located at Southwest Herbert and 7th Streets in the amount of $250,000.

Fiscal Effects:
If Council authorizes an agreement, there is sufficient funding available to meet this request.

Alternatives:
Do not fund this request, modify the amount, or as suggested by the City Council.

Spencer Nebel
City Manager

March 22, 2024

City of Newport
Mayor Jan Kaplan
169 SW Coast Highway 101
Newport, Oregon 97365

RE: Lincoln County Winter Shelter Program, Request for Renovation Funding

Dear Mayor Kaplan:

The Community Shelter and Resource Center in Newport opened in October 2023. Operations were managed by Lincoln County Health and Human Services, and partners included the Housing Authority of Lincoln County, the InterCommunity Health Network Community Care Organization (IHN-CCO), St. Stephens Episcopal Church, First Presbyterian Community Church and many others.

There was a critical need to develop consistent, seasonal emergency overnight shelter for people experiencing houselessness in the region. This shelter was the first ever no-low barrier shelter in Lincoln County.

The winter shelter provided more than a place to sleep. Individuals had access to showers, meals, and hygiene resources. In addition, housing navigators were brought on to assist shelter guests in connecting with area resources and stable housing.

During the 2023-2024 winter sheltering, 191 unique individuals were served at the Newport location, with a total of 4,137 bed nights. The average length of stay was 16 nights. A majority of the individuals were between 50-83 years old.

Attendees identified as being from the following locations:

- Newport – 54 individuals
- Lincoln City – 37 individuals
- Waldport – 16 individuals
- Siletz – 10 individuals
- Yachats – 6 individuals
- Depoe Bay – 5 individuals
- Toledo – 4 individuals
- Regional (Eugene – 7 individuals and Corvallis – 5 individuals)
- Greater Oregon – 26 individuals
- Out of State – 21 individuals

Housing Authority of Lincoln County
PO Box 1470, 1039 NW Nye St, Newport, OR 97365
(541) 265-5326 phone | (541) 265-6057 fax | info@halc.info

Individuals identified with the following races:

- Asian (4)
- American Indian (32)
- Black (12)
- Pacific Islander (7)
- White (134)
- Other (Romanian) (2)

In addition, 15 individuals identified their ethnicity as Hispanic.

Total guest gender was:

- Male (118)
- Femail (60)
- Transgender (8)
- Non-Binary (5)

The recent Point In Time Count for HUD identified that there is still a large population of unsheltered in our community. This year's count took place in January and identified 229 unsheltered individuals, 78 of them within Newport.

The shelter will be closing on March 31, 2024, and embarking on a renovation that includes increasing the bed count, adding important safety improvements, and making the environment more efficient for the purposes of better serving the needs of the unhoused community. The Housing Authority is the project manager for the renovations.

Lincoln County Health and Human Services is also in the process of establishing a second shelter location in Lincoln City, with renovations also occurring this summer.

The cost of standing up the shelter was significant.

- The acquisition of the building was $650,000, provided by the Housing Authority.
- Supplies including beds, mattresses, bedding, computers, etc. were provided by Lincoln County through ARPA funds.
- Staffing of the Newport operations, including the shelter manager, was $300,000 (provided by Lincoln County general funds and Lincoln County HHS operational funds).
- Additional operational funds, including food and security systems were provided by LC HHS Behavioral Health Division, the IHN-CCO, and supported by area municipality contributions.

The renovation project is in direct alignment with Goal F. of the Newport Housing Production Strategy passed by Resolution on May 15, 2023, which sets the intention for the City of Newport to "Establish a low-barrier emergency shelter and warming center in Newport."

This is also in alignment with the work being done through the HB4124 Pilot funding to provide a coordinated regional response to homelessness as well as HB5019 and the Executive Orders to address homelessness in our community.

Renovations are anticipated to cost approximately $450,000. The Housing Authority has already engaged an architect to develop the site plan and has secured ARPA funds from Lincoln County to offset a portion of the expenses.

The Housing Authority is requesting a one-time renovation investment in the project from the City of Newport in the amount of $250,000.

Thank you for your consideration of this request.
Sincerely,

Karen Rockwell

Karen Rockwell
Executive Director
Housing Authority of Lincoln County

CC: City Manager Spencer Nebel

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: April 1, 2024

Agenda Item:
Lincoln County Health and Human Services Director, Jayne Romero – Presentation on the Overnight Winter Shelter and Request for Future Funding.

Background:
Lincoln County Health and Human Services Director, Jayne Romero, has requested to address Council to provide an update on the operations this past winter for the Lincoln County winter shelters in Newport and Lincoln City, update Council on future plans for these programs, and request continuation of funding to operate the winter shelters in both Newport and Lincoln City. The Newport facility was based in a building that was purchased by the Housing Authority of Lincoln County this past winter. Overall, the operation was a significant improvement over trying to secure hotel rooms for specific weather nights when temperatures reached a certain threshold, when City funding was used by Grace Wins non-profit entity to try to house individuals needing shelter. Overall, the shelter was run this year without the necessity of a single call to the Newport Police for assistance. We did receive three complaints from other property owners in the vicinity of the shelter regarding concerns through the course of this winter. This is far less than the number of complaints received in past years for sheltering and camping issues. Lincoln County Health and Human Services is requesting a financial contribution of $100,000 from the City of Newport for the upcoming fiscal year for the operation of this shelter facility. It is likely that an ongoing funding stream will need to be identified in order to continue these services in future years. I would suggest that Council refer this request to the Budget Committee as part of developing the budget for the fiscal year beginning July 1, 2024.

Disclosure – Summit Public Relations owned by my wife, Angela Nebel, is currently under contract with Lincoln County Health and Human Services for work unrelated to the homeless shelter.

Recommendation:
I recommend the City Council consider the following motion:

I move to direct the Budget Officer to request winter shelter funding in the amount of $100,000 in the proposed budget for review by the Budget Committee for the fiscal year beginning July 1, 2024.

Fiscal Effects:
The request can be considered spinal development of Fiscal Year 2024 – 2025 budget.

Alternatives:
Do not recommend funding or as suggested by the City Council.

Respectfully submitted,

Spencer Nebel
City Manager

Hello Mayor Kaplan and City Manager Nebel,

I am writing to request presentation time at the April 1st City Council meeting to present the attached year-end Winter Emergency Shelter Report as well as ask the Council for continuation funding for shelter operations for winter 24/25 operations. Also attached, as Attachment B, is a brief report of a focus group carried out with shelter guests to obtain their feedback on shelter operations.

Thank you for your consideration of my request.

Jayne

Jayne Romero, MS, MPH (She, Her)

Director

Lincoln County Health & Human Services

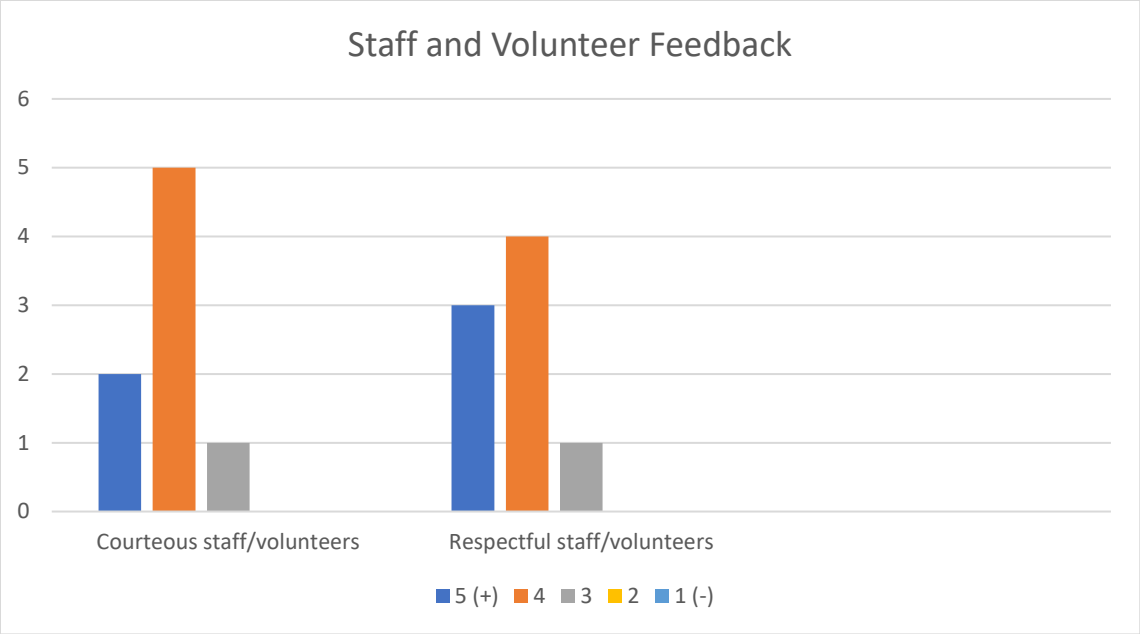
Health & Human Services | Lincoln County, OR

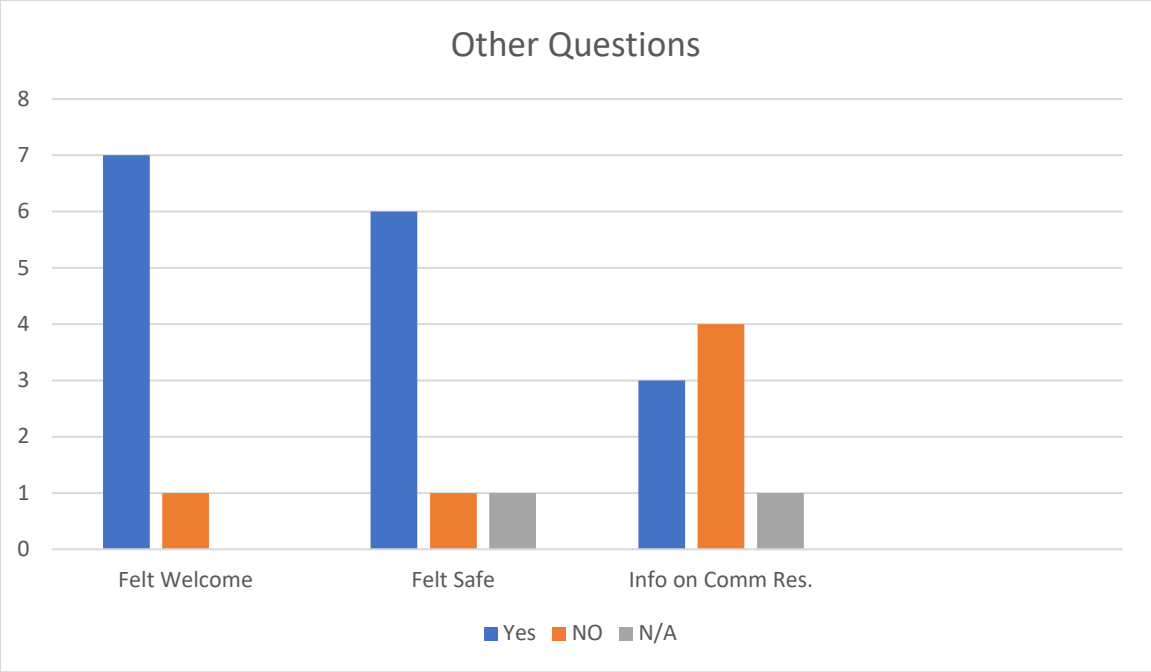
Mail: [redacted]. Newport, OR 97365

Phone [redacted] | Cell: [redacted]

WE ARE HIRING! CLICK ON THE LINK BELOW TO SEE HHS VACANCIES

http://joinlincolncounty.com/


Staff and Volunteer Feedback
6
5
4
3
2
1
0
Courteous staff/volunteers
Respectful staff/volunteers
5 (+)
4
3
2
1 (-)


Other Questions
8
7
6
5
4
3
2
1
0
Felt Welcome
Felt Safe
Info on Comm Res.
Yes
NO
N/A

Group Debrief Questions:

How did you hear about the shelter?

Chance, Connie, Sign Makers, Housing Authority

What worked well?

- "everything!"
- "Would recommend it to others."
- Being able to leave some belongings in the room.
- 1 person in the hallway at a time
- Limited items with what you can carry/place in a tote, secured and documented
- Many consistent staff/volunteers, low turn over

What could we do to improve??

- Assigning a specialist/liaison/advocate/ case manager/point person to each occupant
    - The same person partnered with the occupant
    - Maybe this is a housing coordinator?
    - This person would help find jobs (day labor), be a resource guide and help connect to other services.
    - Getting help completing Social Security applications, getting a job, etc.
- Occupants did not like that they had to "turn out" their pockets upon entry.
- Group times to discuss resources
- Are there opportunities for occupants to also be volunteers?

Tell us about your experience with:

The Facilities/space?

- The space was fine.
- Liked where there was an option for washing clothes

Access/Hours open?

- Quiet hours at 10pm was fine, people liked this and were able to follow this
- Would like to see a day shelter or warming shelter especially during colder/bad weather days
- Check in was usually between 6-7pm, would like to see this earlier if the weather was especially bad that day or if it is dark out.
- Check out was at 7am each morning, would like to see this extended to 8:30 or 9am. Other spaces open around 8am and this would provide a place for folks to go to get out of the rain/weather.

Cleanliness?

- Yes, the space was always clean when occupants come in, however it got "trashed" quickly as people came into shelter.

Items provided (cot/blanket)?

- Would like another blanket
- The air filters in the room were really nice, especially the light and the noise.

Meals:

- There was always enough food and no one ever went hungry.
- Breakfast was *really* great. Heidi and the guy who worked 4 mornings a week were amazing cooks!
- Would like warm tea, especially when they come in from the day to warm up.

Pets:

- Pets were well embraced by occupants.
- Several comments about how dogs/cats "helped mentally"
- Folks who brought in animals treated them well and didn't have problems with them.
- Animals stayed in crates in the rooms, this worked well

Anything else you think we should know?

- Occupants liked how this shelter was ran compared to other local shelters
- Occupants would like to have more meetings like this where they meet the people who put the shelter on, they liked seeing the faces. They think it would be great to have more administration come for breakfast.

Other items mentioned:

- Depending on the weather, have a warming shelter
- Need more resources/connection to resources/poster board of resources/disappointed about not getting additional resources
- Would like clock & Calendar, fans in rooms
- Damp clothes and shoe dry zone
- I have been moved from room to room and bed to bed too many times to count.
- I get very little sleep from about 1am to 4am.

Lincoln County Health and Human Services
Community Shelter and Resource Center (Emergency Winter Shelter Program)
Community Report and Funding Request

The purpose of this report is two-fold: 1) To share with the community the activities and milestones of the emergency winter shelter program operated by Lincoln County Health and Human Services; and 2) to request new or continued funding for the operation of the emergency shelter program. A brief rationale for the continued operation of a winter shelter program is included as well.

Operational Report

Lincoln County Health and Human Services has operated a no/low-barrier emergency winter shelter program, the Community Shelter and Resource Center, for houseless individuals and their companion animals in Lincoln County since October 4, 2023. The program will close for the winter on March 31, 2024. The program has operated in close partnership with the Housing Authority of Lincoln County.

Winter shelter operations started in Newport, initially in spaces provided at St Stephens Episcopal Church and First Presbyterian Community Church, then moving to its permanent location at 351 SW 7th Street in November of 2023. In January 2024, the program added winter sheltering in a hotel in Lincoln City. A hotel was used to fulfill the intent of operating in two locations after it became evident that an appropriate site could not be identified in Lincoln City in time to provide support during the winter months. Fortunately, Health and Human Services has recently purchased a facility located at 1516 NE 14th Street in Lincoln City, which will provide a more appropriate, permanent location for Lincoln City winter shelter operations starting October 1, 2024. Collectively, the two shelters are the Community Shelter and Resource Center, with Newport and Lincoln City locations.

Shelter operations are tightly managed with a focus on the safety of staff and guests, along with the provision of vital services to our unhoused guests. The shelters are fully staffed by employees with additional support provided by volunteers. Guests are checked in to the shelters at or around 6 p.m. (depending on location) and provided with dinner, beds, and access to showers and toilet facilities. Access to laundry, while initially a challenge, has been added to the Newport location and is planned for Lincoln City.

Once checked in, guests surrender personal belongings to secure storage and are only allowed out for supervised smoking breaks until check out the following morning. All our staff and volunteers are trained in conflict de-escalation, first aid, bloodborne pathogen control and Narcan administration.

Transportation vouchers have been distributed throughout the county so that individuals living outside of Newport and Lincoln City could travel to and from the shelters for overnight support.

A surprise in the operation of the shelter has been the large number of adults over the age of 50 who are houseless (42% of guests). Additionally, we have seen guests in their 60s, 70s, and 80s (37 in total), many of whom have serious health conditions.

Based on the needs of the guests using the shelter, Health and Human Services in January added a Houseless Navigational team to link individuals to available resources. Initially the thought was that shelter staff would be able to make these linkages. However, the demands of operating the shelter program did not allow for the type of foot work and daytime support needed to facilitate resource navigation.

Utilization information for the shelter program, as of March 17, 2024, is as follows:

- Unique Individuals: 224
- Total nights of stay: 4,990
- Nightly Census Range: 23 to 51, depending on weather conditions
- 16 unique animals were sheltered for 1,440 nights of stay

Age ranges:

- Age 0-5: 2
- Age 6-9: 1
- Age 10-17: 4
- Age 18-29: 19
- Age 30-39: 44
- Age 40-49: 61
- Age 50-59: 56
- Age 60-69: 27
- Age 70-79: 8
- Age 80-89: 2

Location of Origin:

- Newport: 58
- Lincoln City: 49
- Waldport: 16
- Depoe Bay: 5
- Yachats: 6
- Toledo: 5
- Siletz: 10
- Corvallis: 5
- Eugene: 8

- Other in state: 36
- Out of state: 26

Race Identification

- Asian: 6
- American Indian: 35
- Black: 12
- Pacific Islander: 8
- White: 161
- Other – Romanian: 2

Ethnicity:

- Hispanic: 20

Gender Identification:

- Non-Binary: 5
- Female: 73
- Male: 138
- Transgender: 8

Milestones:

- Twenty-eight volunteers were trained and provided support in the shelter, including many who continuously volunteered one or more days per week
- Thirty-three individuals/organizations donated services, food, clothing, goods, blankets or transportation. The Housing Authority of Lincoln County donated a van.
- Multiple Lincoln County departments provided direct support (Human Resources, the County Jail, Community Justice, Transportation, the Office of the Board of Commissioners, the Office of the County Administrator, Public Works/Facilities Division, and Health and Human Services).
- While many guests found their own way to the shelters, 28 were escorted by law enforcement officers, 15 came after discharge from an emergency department, and 11 came as afterhours crisis placements.
- Only one call for law enforcement was made (and that call was made by a hotel reception staff versus shelter staff immediately after the guest was dropped off by law enforcement).
- Housing referrals were made for 55 individuals, with 24 achieving placement in transitional settings and one finding permanent housing.
- Funding support was provided by Lincoln County, ARPA funds, InterCommunity Health Plans, Samaritan Health Services Coastal Social Accountability Program,

City of Newport, City of Lincoln City, City of Siletz, City of Depoe Bay, and City of Yachats (promised).

- A facility was purchased by the Housing Authority of Lincoln County for the operation of the Newport shelter.
- A facility was purchased by Lincoln County Health and Human Services for the future operation of the Lincoln City shelter.
- During the winter ice storm in Jan 2024, the Shelter program handled all calls from the community for the first 24 hours of the event and assisted the Newport Community Recreation Center during the balance of the storm.
- A houselessness navigator program consisting of two fulltime navigators was added to the HHS Behavioral Health Division in January. One individual came on board in mid – January. In the past two months, 13 referrals have been received from the shelter program, the one navigator is working with 28 unique individuals, 5 unique individuals have obtained transitional housing, 8 have been linked to mental health services, collaboration efforts are underway with senior and disability services, and 2 individuals are in the contemplation phase to enter Detox/SUD treatment.

Of Interest:

- Focus groups are underway with guests and volunteers to evaluate operations and explore strategies for improving operations. Exit interviews with temporary staff are being conducted by the county's Human Resources Department. A report from the first focus group is included as Attachment B.

Continuation Funding Needs

Based on the expenses incurred to date and projected through the end of the shelter program, it is estimated that the operation of two shelters will cost approximately $819,884. Staff costs are higher than anticipated in the original proposal because staff have had to be hired/contracted through a temporary agency, as opposed to the county, for faster processing. This has increased expenses significantly. Additionally, we have learned that a second county employed staff member is needed to assist with oversight of the operation of the second shelter, handle many "boots on the ground" activities that can only be handled by a county employee (e.g., driving a county car, ordering and paying for supplies), and step in to cover shifts when contracted workers call off.

The county is prepared to contribute $446,790 towards the overall cost, leaving a balance of $373,094. The county is requesting that all municipalities consider a contribution towards the operation of the 2024-25 emergency shelter operation and commit to a defined annual contribution for the ongoing operation of the program into the future. Given their larger numbers using the shelter, both Lincoln City and Newport are requested to contribute $100,000 to the program. An exact amount is not requested from the remaining municipalities at this time. Rather, the county suggests considering the percent of the shelter population using the shelter from the respective municipalities, compared to the total number served, and then apply that percentage to the remaining

balance, to determine a contribution level. The county will also continue to look for funding opportunities from other community partners and grant sources to secure the balance of the funding. All contributions, regardless of the amount, are needed and welcomed.

Apart from the county's significant contribution to the continued operation of the winter shelter, it will also contribute partial ARPA funding support to the renovation of the Newport shelter facility. Additionally, the Health and Human Services department has funded the Houseless Navigational team, which is estimated to cost $225,000 for two full-time staff.

Brief Rationale for Continued Operation of the Emergency Shelter Winter Shelter Program

Houselessness continues to be a massive issue in the nation, the state, and the county. Research and analysis of the scope of the problem in Lincoln County has been carried out and reported in the Lincoln County, Oregon: Five-Year Strategic Plan to Provide a Regional, Coordinated Homelessness Response, March 1, 2024 (Lincoln County Homeless Advisory Board), and will not be restated herein for the sake of brevity other than to note its estimate of 2,000 unhoused residents, or 4% of the total county population.

It should be noted that the continuum of housing, beginning with living on the streets and ending with private market rental and home ownership, begins with "Emergency Shelter and/or Winter Shelter." See graph below for the full housing continuum.

While Lincoln County enjoys several well managed Transitional and/or Transformational Housing programs (number 03 in the graph below), it has just one Emergency Winter Shelter program. The low-barrier winter shelter program operated by Health and Human Services provides the first, essential step in the journey from the street to shelter and beyond. This funding request asks municipalities and community partners to contribute towards its continued operation.

Applying the housing-first model gives us a basis for organizing services and economic supports

PHASES

01	02	03	04	05	06	07
Houseless	**Emergency Shelter and/or Winter Shelter**	**Transitional and/or Transformational Housing**	**Supportive Housing or Permanent Supportive Housing**	**Affordable Rental / subsidized Housing**	**Affordable Home Ownership**	**Private Market Rental & Home Ownership**
Living in a place not meant for human habitation. Living on the streets, in tents / campsites, vehicles, abandoned buildings, etc.	Temporary in nature, due to whether or emergency needs. Occupants do not sign leases or agreements. Usually overnight only so participants need to find other places to go during the day.	Temporary housing which includes services and support to move into and maintain permanent housing.	Permanent housing with housing assistance (long term leasing or rental assistance) support services for occupants with disabilities	Housing where the occupant pays no more than 30% gross income for housing costs (including utilities)	Housing where the occupant pays no more than 30% gross income towards the purchase of the home	Non-subsidized housing, where residents pay market rates

HOUSING PHASES

MORANT MCLEOD Source: Housing Authority of Lincoln County

Attachment A

ORGANIZATIONS & COMMUNITY MEMBERS THAT DONATED TO THE WINTER SHELTER

Amy & Keith Amano
Angell Job Corps
Mindy Baxter
Kate Boves
City of Newport Parks & Recreation
Melinda Clark
Depoe Bakery
Monique Doornick-Freil
Barbara Doughery
First Presbyterian church of Newport
Food Share of Lincoln County
K & K Toilet Express
Lighthouse United Pentecostal Church
Lincoln County Parole and Probation
Lincoln County School District
Doris MacDenalds
Marine Resources Program
Andrea Myhre
Newport Elks Lodge
Newport Senior Center
News Times
NOAA Marine Operations Center
Joel & Vicki Norton
Cheryl Oldenburg
Ruby Pauton
Heidi Rasmussen
Fran Recht
Red Octopus Theater Company
Rustic Ridge Antique Mall
Samaritan Hospital
Tim Samples
St. Stephens Episcopal Church
TLC, a Division of Fibre Federal Credit Union

Attachment A

INDIVIDUALS WHO DONATED TIME TO THE WINTER SHELTER

Danielle Clark
Claire Hall
Jessica Hoffman
Jamie Holm
Mary Jacobs
Kaety Jacobson
Tim Johnson
Shelby Johnston
Kathleen Kellay
Brandy Ketcher
Melodie Kimball
Kenneth Krenzler
Lisa Krenzler
Gary Lahman
Kenneth Lipp
Michelle Maresco
Ann Martin
Faleen McCay
Diane Melendrez
John O'Leary
Brittany Pike
Heidi Rasmussen
Jeff Reed
Anne Rooney
Jane Russelle
Kristina Schaffner
Julia Stalcup
Susan Trachsel

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: April 1, 2024

Agenda Item:
Report and Possible Action on the Oceanview Drive Traffic Study.

Background:
The City Council heard a report from traffic engineers, Kittelson & Associates, regarding addressing various traffic concerns on Oceanview Drive. Following the February 5 work session on the Oceanview Drive Traffic Study, staff has met with Kittelson & Associates to consider comments made, review comments from the Bike and Pedestrian Committee, and other comments received regarding possible changes to traffic controls on Oceanview Drive. A number of specific recommendations are made in the attached report from Acting City Engineer Chris Beatty for Council review.

At the meeting on April 1, it would be good for Council to review the recommendations and provide any direction to staff to finalize a report outlining specific actions to be taken for the April 15 City Council Meeting. We will prepare a final report for possible Council approval for the meeting of April 15.

Recommendation:
Review the recommendations and provide any specific feedback so that a final action plan can be prepared for Council approval on April 15, 2024.

Fiscal Effects:
None.

Alternatives:
Suggest any alternative plans, or as suggested by the City Council.

Respectfully submitted,

Spencer Nebel
City Manager

STAFF REPORT
CITY COUNCIL AGENDA ITEM

Meeting Date: April 1, 2024

Title: Oceanview Drive Operations and Safety Assessment Update by Traffic Consultant Kittelson & Associates, Inc. (K&A)

Prepared by: Chris Beatty, P.E. – Acting City Engineer
Derrick Tokos, AICP – Community Development Director

Recommended Motion:

To move forward with recommendations listed below.

Background Information:

K&A was retained by the City of Newport to conduct a traffic operations and safety assessment along the Oceanview Drive corridor in November 2022. K&A prepared an initial Technical Memorandum dated January 11, 2024 that was presented to City Council on January 16, 2024. In the presentation, City Council had several questions and concerns regarding the report. Additionally, the City received several comments from the general public as well as receiving a letter from the Bicycle and Pedestrian Advisory Committee expressing concerns as well.

Based on the questions and concerns raised, city staff met with K&A to discuss them and to request that K&A update their report to address the issues or add components to their Technical Memorandum. This has been completed and is contained in the attached updated Technical Memorandum dated March 28, 2024.

K&A and city staff are here tonight to discuss the revisions and to answer questions from the City Council.

Recommendations:

City staff supports implementation of the following "near term" measures:

1. Vegetation Removal within the right-of-way and/or on private property to improve line-of-sight at the following Oceanview Drive and intersections as follows:

   - 15th Street
   - 17th Street
   - 22nd Street
   - 33rd Street

   (refer to pages 7-8 and 24-28 of Technical Memorandum).

2. Convert NW 16th Street to a one-way (eastbound) street from Oceanview Drive to NW Lake Street (refer to pages 7 and 8 of Technical Memorandum).

3. Install "No Parking" signs along Oceanview Drive (refer to page 16 of Technical Memorandum). Additionally, install signage to notify and direct

4. Realign the intersection Oceanview Drive and Edenview Way to provide improved sight distance and safety. (refer to Attachment 'A').

5. Install advance pedestrian crossing warning signage on the northside and southside of the existing pedestrian crossing on Oceanview Drive, located south of the Agate Beach Wayside. (refer to pages 17 and 18 of Technical Memorandum).

Actions required to implement the above "near term" measures:

1. Notify affected property owners to remove vegetation obstructions within the right-of-way. If not performed within a time-frame, to be determined, then the City will remove.

2. Public outreach to properties affected by converting NW 16th Street to a one-way (eastbound) street from Oceanview Drive to NW Lake Street.

3. Determine right-of-way acquisition needs for the realignment of Edenview Way.

Measures city staff does not support:

1. 3-way stop at the intersection of Oceanview Drive and NW 15th Street.

2. Photo radar implementation along the Oceanview corridor from NW Spring Street to Highway 101.

3. The implementation of rumble strips along the Oceanview corridor from NW Spring Street to Highway 101.

Future Steps to be Considered:

1. Evaluate effectiveness of near term measures in a specific, to be determined, timeframe.

2. Initiate legislative process provided in ORS 810.180(11) to reduce speed limits along Oceanview Drive as follows (refer to page 5 of Technical Memorandum for corridor map).

    - Reduce speed limits from NW Spring Street to NW 19th Court from 25 mph to 20 mph.

- Continue current 25 mph speed limits from 19th Court to Edenview Way.
- Reduce speed limits from 35 mph to 30 mph between Edenview Way and Highway 101.

3. Evaluate and determined additional, potential traffic calming methods such as speed humps, raised pedestrian crossings, or other measures.

Fiscal Notes:

To be determined as recommendations are approved by City Council.

Attachments:

Technical Memorandum prepared by K&A.
Figure 1 Conceptual Realignment Alternative – Oceanview & Edenview Improvements

KITTELSON & ASSOCIATES
851 SW 6th Avenue, Suite 600
Portland, OR 97204
P 503.228.5230

Technical Memorandum

March 28, 2024 Project# 28305

To: City of Newport, OR

From: Matt Hughart, AICP, Phill Worth, Fred Wismer, P.E., and Sutapa Banerjee

RE: Newport, OR NW Oceanview Drive Transportation Assessment

OVERVIEW

In response to concerns over increased traffic volumes and travel speeds, Kittelson & Associates, Inc. performed a high-level transportation assessment of the NW Oceanview Drive corridor from NW 15th Street to US 101 (see Figure 1). The purpose of the assessment was to investigate issues of concern identified by the City of Newport (City) and its residents along the corridor and provide independently objective perspectives on if and how these issues could be addressed.

Study Area Characteristics

As shown in Figure 1, NW Oceanview Drive is a continuous north-south travel route located west of US 101. As such, it experiences higher traffic volumes and more through traffic than surrounding roadways and is sometimes used as an alternative to US 101. The corridor as a whole is largely unimproved from a multimodal perspective, has narrow and windy sections, has cross street intersections with sight distance limitations, and has variable travel speed characteristics. A summary of the corridor's key infrastructure characteristics is summarized in Table 1.

Figure 1. NW Oceanview Drive Study Corridor and Key Intersections

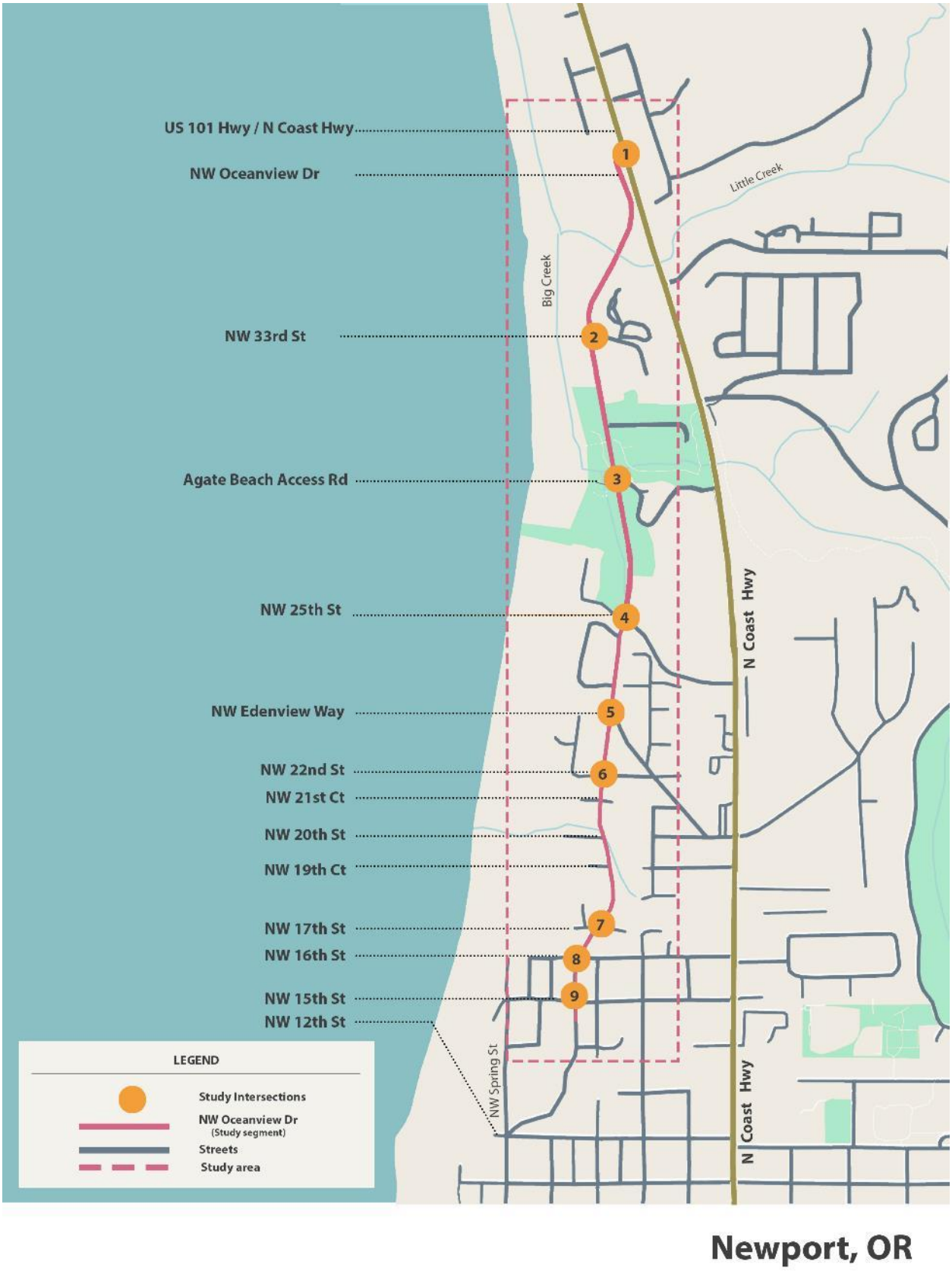


Table 1 – NW Oceanview Drive Study Corridor Travel Way Characteristics

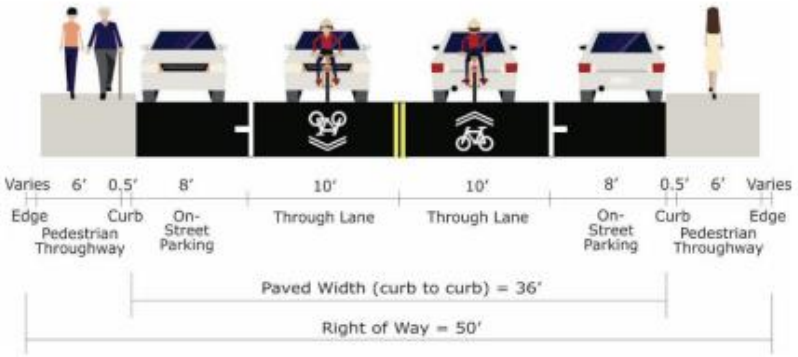
NW Oceanview Drive Corridor Segment	Functional Classification/ Designation	Number of Travel Lanes	Travel Way Width	Sidewalks	Bicycle Lanes	Posted Speed
US 101 to Agate Beach State Wayside Driveway	-Neighborhood Collector -Major Bicycle Corridor -Major Pedestrian Corridor	2	20'±	None	Shared Lane Markings	35
Agate Beach State Wayside Driveway to NW 25th Street	-Neighborhood Collector -Major Bicycle Corridor -Major Pedestrian Corridor	2	20'±	None	Shared Lane Markings	35
NW 25th Street to NW Edenview Way	-Neighborhood Collector -Major Bicycle Corridor -Major Pedestrian Corridor	2	20'±	None	Shared Lane Markings	35
NW Edenview Way to NW 22nd Street	-Neighborhood Collector -Major Bicycle Corridor -Major Pedestrian Corridor	2	20'±	None	Shared Lane Markings	25
NW 22nd Street to NW 17th Street	-Neighborhood Collector -Major Bicycle Corridor -Major Pedestrian Corridor	2	20'±	None	Shared Lane Markings	25
NW 17th Street to NW 15th Street	-Neighborhood Collector -Neighborhood Bicycle Corridor -Local Pedestrian Street	2	20'±	None	Shared Lane Markings	25

As noted in Table 1, the entire NW Oceanview Drive corridor is classified as a Neighborhood Collector in the City of Newport's Transportation System Plan (TSP). From just north of the NW 17th Street intersection, the corridor has a Major Bicycle Corridor and a Major Pedestrian Corridor overlay classification. South of NW 17th Street, the corridor has the lower order overlay classification of a Neighborhood Bicycle Corridor and Local Pedestrian Street.

The travel way width is approximately 20 feet (one 10' travel lane in each direction) along the entire corridor. There are no segments with sidewalks or bicycle lanes, however the entire roadway corridor has shared-lane markings for cyclists. For comparative reference, Exhibit 1 includes the standard cross section for the ideal Neighborhood Collector roadway standard.

Exhibit 1 – Newport Neighborhood Collector Cross-Section Standard (Source: Newport TSP)

FIGURE 32: CITY NEIGHBORHOOD COLLECTOR CROSS-SECTION



CORRIDOR TRAFFIC COUNTS

To help inform the transportation assessment, vehicular traffic volume counts were collected at points along the study corridor in March 2023 (during the week of Spring Break) and July 2023 (during the peak summer season). These time periods were selected in consultation with City staff to ensure the counts were able to capture the unique peaking characteristics that Newport experiences during the busier vacation/travel periods. A comparison of the two sets of traffic counts is summarized below.

Traffic Volumes Comparison (March vs July counts)

March/April Counts: Daily profile counts were collected at the north and south ends of the NW Oceanview Drive corridor on Thursday and Friday, 3/30 & 3/31 (weekdays) and Saturday, 4/1 (weekend). This period coincided with Oregon's public school system Spring Break week.

July Counts: Like the March/April 2023 counts, daily profile counts were collected at the north and south ends of the NW Oceanview Drive corridor on Thursday and Friday, 7/20 & 7/21 (weekdays) and Saturday, 7/22 (weekend). This period was selected as it coincides with Newport's peak summer travel and visitor season.

Comparison: A comparison of the traffic counts found that the July 2023 counts were on average approximately 10%-15% higher than the March/April counts. A graphical summary of these count comparisons is included in *Appendix A* along with the detailed count sheets. For the purposes of this assessment, the July 2023 counts were subsequently used to inform the transportation assessment outlined in the following sections.

CRASH DATA ASSESSMENT

Intersection and corridor crash histories were obtained and reviewed in an effort to document and identify the existence of crash patterns along the NW Oceanview Drive study corridor. Crash records, maintained by the Oregon Department of Transportation (ODOT), were obtained for the most recent five-year period from January 1, 2017, through December 31, 2021. This database includes a history of reported crash types, crash severity, time of day, weather conditions, and other related factors. *Appendix B includes the ODOT crash report summary sheets.*

A total of nine crashes on the study corridor were reported during the five-year period. Figure 2 provides a mapped summary of the crashes while Tables 2 and 3 provide more detailed summary information.

Table 2. NW Oceanview Drive Reported Five-Year Crash Type Summary

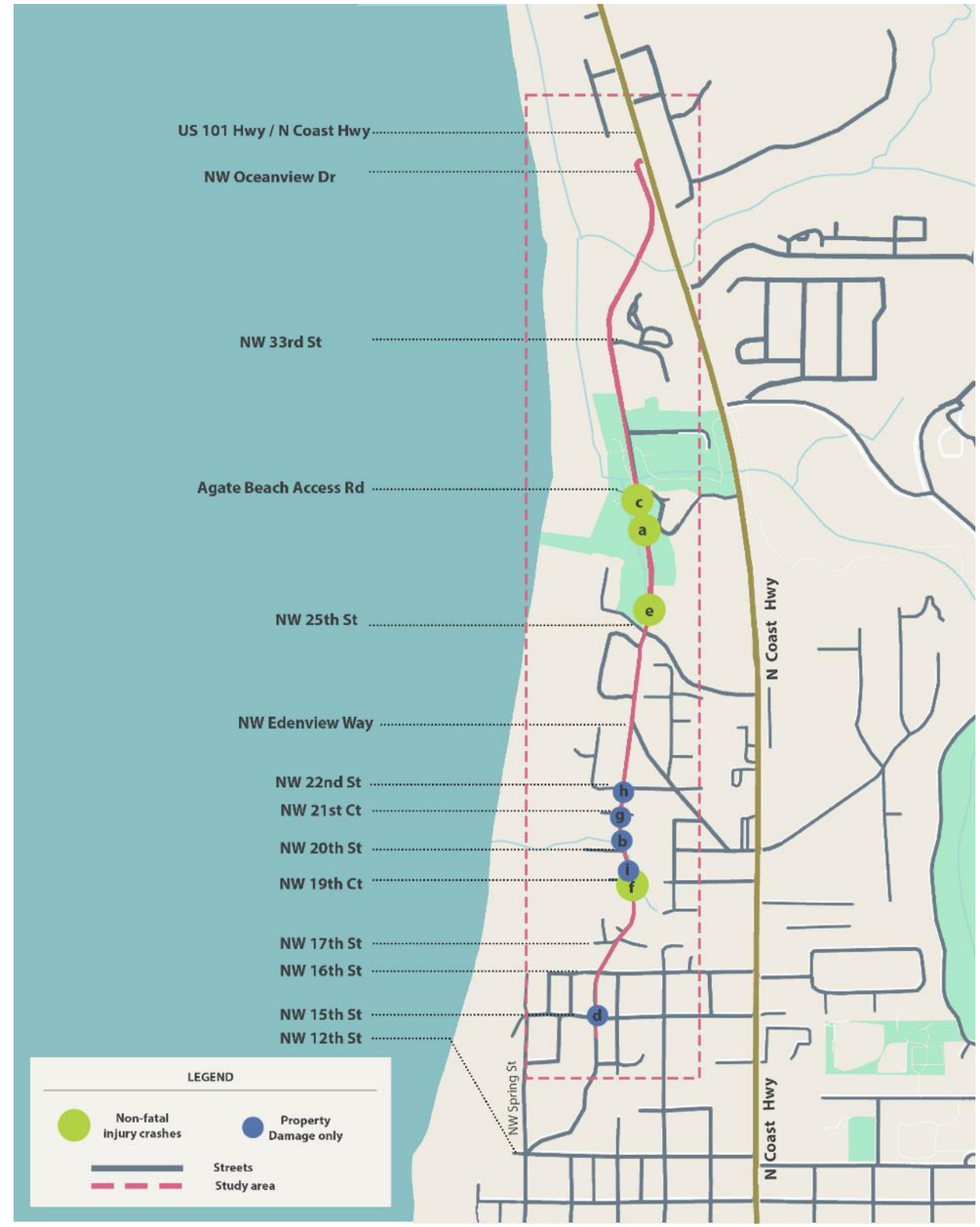
	Crash Types					Crash Severity				
	Rear-End	Side-Swipe	Angle/ Turning	Fixed Object	Other	PDO	Injury	Fatal	Unknown	Total
NW Oceanview Dr (US 101 to NW 15th Street)	1	1	2	3	2	5	4	0	0	9

PDO = Property Damage Only

Table 3. Study Corridor Reported Five-Year Crash Details

	Intersection	Distance from Intersection	Severity	Crash Type	Year	Month	Weather Condition
a	Oceanview Dr & Agate Beach Access Rd	200 ft from intersection	Non-fatal injury crash	Pedestrian	2017	January	Cloudy
b	Oceanview Dr & NW 21st St	180 ft from intersection	Property damage only crash (PDO)	Sideswipe-overtaking	2017	May	Clear
c	Oceanview Dr & Agate Beach Access Rd	At intersection	Non-fatal injury crash	Overturned motorcycle	2018	April	Clear
d	Oceanview Dr & NW 15th St	At intersection	Property damage only crash (PDO)	Angle	2019	November	Clear
e	Oceanview Dr & NW 25th St	220 ft from intersection	Non-fatal injury crash	Fixed-Object or Other-Object	2020	November	Clear
f	Oceanview Dr & NW 19th St	At intersection	Non-fatal injury crash	Fixed-Object or Other-Object	2020	December	Rain
g	Oceanview Dr & NW 21st St	40 ft from intersection	Property damage only crash (PDO)	Fixed-Object or Other-Object	2020	June	Rain
h	Oceanview Dr & NW 22nd St	At intersection	Property damage only crash (PDO)	Turning Movement	2021	February	Rain
i	Oceanview Dr & NW 19th St	70 ft from intersection	Property damage only crash (PDO)	Rear-End	2021	September	Clear

Figure 2 – Oceanview Drive Reported Five-Year Crash Location Map



Based on the information in Tables 2 and 3, a summary of the crash data is outlined below.

- Fixed object crashes were the most common crash types, comprising approximately 33 percent of the total reported crashes.
- There was one reported pedestrian-related crash and no bicycle related crashes. The pedestrian-related crash occurred approximately 200 feet south of the Agate Beach pedestrian crossing. The driver was cited for careless driving while the pedestrian experienced minor injuries. Based on the location, it does not appear that this crash occurred at the signed/striped Agate Beach crossing.
- Approximately 56 percent of the reported crashes were property damage only (PDO) and approximately 44 percent of the crashes involved an injury. Of the injuries, there were no reported serious injuries or fatalities.
- Two of the reported crashes were related to alcohol intoxication and two involved vehicles traveling at excessive speeds.
- The majority of reported crashes (more than 50 percent) occurred during the afternoon hours between 12:00 PM and 6:00 PM.
- Forty-four percent of reported crashes (4) occurred during rainy/cloudy conditions. The rest of the crashes occurred during dry conditions.
- Only two reported crashes involved angle or turning movements to/from cross streets. One of these crashes occurred at the NW Oceanview Drive/NW 15th Street intersection where an eastbound vehicle on NW 15th Street attempted to cross NW Oceanview Drive. In this instance, the driver made an illegal maneuver and ignored the signed one-way configuration of NW 15th Street. The other crash occurred at the NW Oceanview Drive/NW 22nd Street intersection and involved a westbound left-turn maneuver. In this instance, the driver made a westbound left-turn and was cited for not yielding the right-of-way to the approach northbound NW Oceanview Drive vehicle. It was also noted in the crash report that the left-turning driver's view was obstructed, but no details were provided as to what the obstruction was related to.

Crash Data Findings and Next Steps

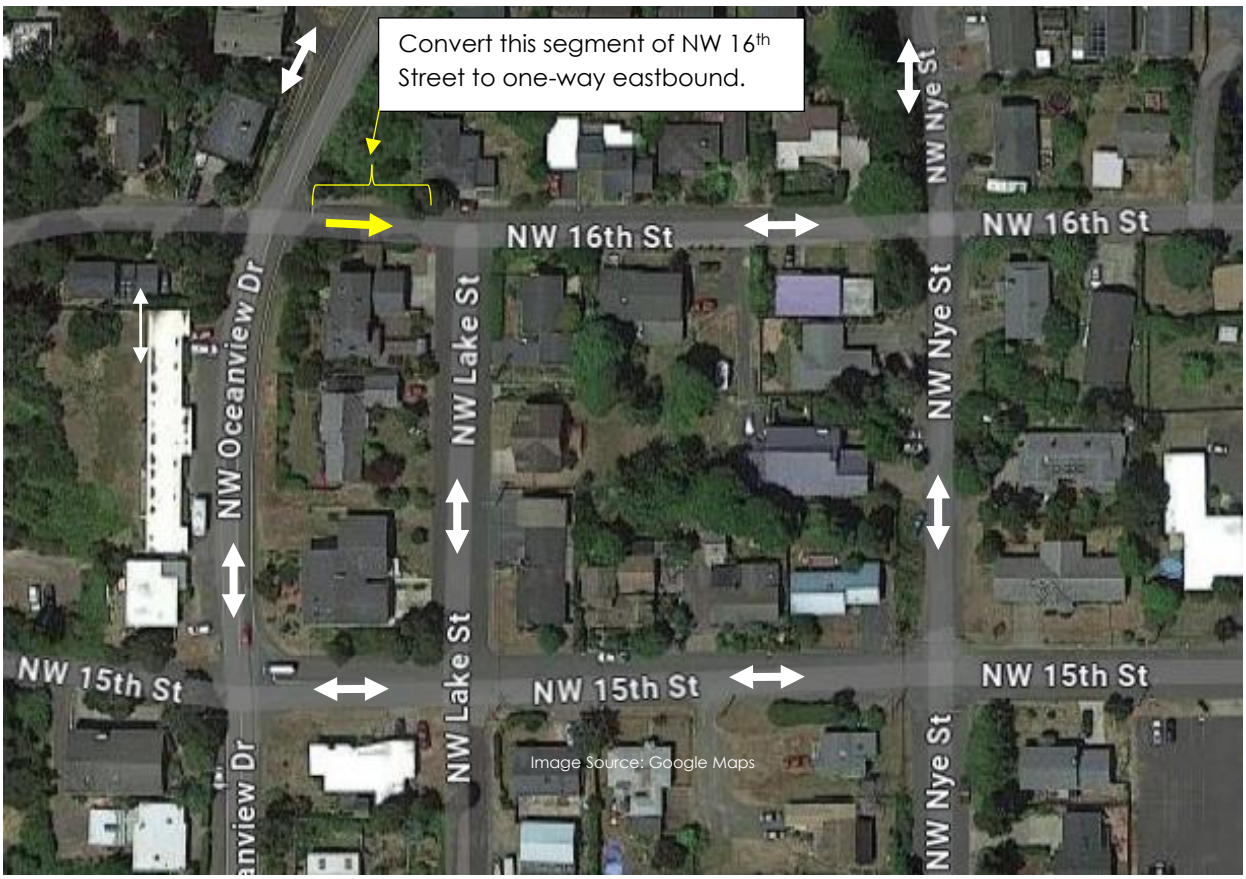
The low number and dispersed nature of crashes over this five-year period limits the ability to discern any underlying causes that may benefit from specific mitigation measures. This review of the reported crash data found no predominate crash location, type, time period, or consistency in the directionality of the movements involved in the crashes to determine a need for specific safety-based mitigation measures. However, as noted in subsequent sections of this report, several measures are identified for consideration by the City that could address sight distance limitations and concerns for motor vehicle speeds and pedestrian/bicycle exposure on the corridor.

INTERSECTION SIGHT DISTANCE ASSESSMENT

Intersection sight lines and intersection sight distances (based on the requirements identified in the American Association of State Highway and Transportation Officials (AASHTO)) were assessed at specific public intersections requested by City staff along the NW Oceanview Drive study corridor. Findings and recommendations from this assessment are summarized below:

- NW Oceanview Drive/NW 15th Street
  - Field observations noted that the westbound NW 15th Street approach to NW Oceanview Drive has sight line obstructions (looking to the north) created by vegetation that exists in the northeast quadrant of the intersection. As noted in Appendix C, removal or trimming of the identified shrubs and trees would improve sight lines to approaching southbound NW Oceanview Drive vehicles and provide sufficient intersection sight distance on the westbound NW 15th Street approach..
- NW Oceanview Drive/NW 16th Street
  - The westbound NW 16th Street approach to NW Oceanview Drive does not have adequate sight distance (looking to the south) due to the horizontal curvature of NW Oceanview Drive and the tiered/sloped embankment in the southeast quadrant of the intersection. In order to provide adequate intersection sight distance consistent with the 25-mph speed zone on NW Oceanview Drive, the adjacent tiered retaining wall and sloped embankment on the east side of the intersection would require significant modifications. These modifications are likely to have significant costs and could result in impacts to adjacent properties. One potential lower-cost alternative that the City could consider is a conversion of NW 16th Street to one-way travel eastbound between NW Oceanview Drive and NW Lake Street. This circulation modification, which could be accomplished with relatively simple signing and striping modifications, would restrict westbound turning movements onto NW Oceanview Drive and eliminate the need to mitigate the sight distance limitations. As noted in Exhibit 2 below, there is local street connectivity in the area that would minimize out of direction travel for area residents.

Exhibit 2 – Potential NW 16th Street Circulation Modification



- NW Oceanview Drive/NW 17th Street
  - The westbound NW 17th Street approach to NW Oceanview Drive does not have sufficient intersection sight distance looking to the north (approximately 215 feet) and looking to the south (approximately 120 feet) due to vegetation that exists on the east side of the roadway and due to the horizontal and vertical curvature of NW Oceanview Drive. Establishing adequate intersection sight distance in both directions would require significant modifications to the sloped hillsides at multiple locations along NW Oceanview Drive. While that is something the City could consider as part of a future capital improvement project, the clearing of overhanging branches and regular trimming of groundcover documented in Appendix C would help to increase sight lines to approaching northbound and southbound NW Oceanview Drive vehicles.
- NW Oceanview Drive/NW 22nd Street
  - The westbound NW 22nd Street approach to NW Oceanview Drive has sight distance limitations (looking to the south and north) due to a combination of vegetation that exists along the east side of the roadway and the vertical curvature of NW Oceanview Drive. As noted in Appendix C, removal or trimming of the identified shrubs would increase sight lines to approaching southbound NW Oceanview Drive vehicles at the westbound NW 22nd Street approach.
  - The eastbound NW 22nd Street approach to NW Oceanview Drive has sight distance limitations (looking to the north) due to a combination of vegetation that exists along the west side of the roadway and the occasional presence of on-street parking. As noted in Appendix C, removal or trimming of the identified shrubs would increase sight lines to approaching southbound NW Oceanview Drive vehicles at the eastbound NW 22nd Street approach.

- NW Oceanview Drive/NW 33rd Street
  - The westbound NW 33rd Street approach to NW Oceanview Drive has sight distance limitations looking to the north due to the horizontal curvature of NW Oceanview Drive. Establishing adequate intersection sight distance would require significant modifications to the tiered hillside along the east side of NW Oceanview Drive which may include impacts to private properties and existing structures. While such an improvement is something the City could consider as part of a potential private property redevelopment scenario, the clearing of trees/shrubs and regular trimming of groundcover documented in Appendix C would help to increase sight lines to approaching southbound NW Oceanview Drive vehicles.
  - The westbound NW 33rd Street approach to NW Oceanview Drive has sight distance limitations looking to the south due to the presence of vegetation growing along the right-of-way on the east side of NW Oceanview Drive. As noted in Appendix C, removal or trimming of the identified shrubs and groundcover would improve sight lines to approaching northbound NW Oceanview Drive vehicles and provide sufficient intersection sight distance on the westbound NW 33rd Street approach.

NW OCEANVIEW DRIVE/NW 15TH STREET MULTI-WAY STOP ASSESSMENT

At the request of City staff, the following section summarizes multi-way stop criteria contained within the Manual for Uniform Traffic Control Devices (MUTCD) with a specific assessment of those criteria at the Oceanview Drive/NW 15th Avenue intersection.

The MUTCD includes guidance on multi-way stop control, including criteria to consider for multi-way stop installation. The criteria includes minimum volume thresholds of 300 vehicles per hour on the major road approaches and 200 vehicles per hour on the minor road approaches. The thresholds also include a minimum delay threshold for minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour. The MUTCD also includes a crash-based experience factor for all-way stop, based on "five or more reported crashes in a 12-month period" that can be corrected by multi-way stop installation.

The recently published (but not yet approved for use in Oregon) 11th Edition of the MUTCD includes additional material for multi-way stop controlled intersections (which are referred to as all-way stop controlled intersections in the 11th edition).

Crash Thresholds

As previously summarized, there were no reported crashes at the NW Oceanview Drive/NW 15th Street intersection within the past five years that would be correctable by multi-way stop control. Based on this finding, the crash component of the criteria is not met.

Volume Thresholds

Volume counts (including vehicles, pedestrian, and bicyclists) were collected on the north, south, and west legs of the NW Oceanview Drive/NW 15th Street intersection as previously outlined in this report. An average of the weekday counts for each approach was used for the assessment.

The peak hourly volume on NW Oceanview Drive (major roadway) and NW 15th Street (minor roadway) was 256 vehicle per hour (vph) and 64 vph, respectively.

Based on these measurements, the major road (NW Oceanview Drive) approach volumes did not exceed 300 vph for any one-hour period and the approach volumes on the minor road (NW 15th Street) did not exceed 200 vph for any one hour period. As such, the volume-based factor for multi-way stop criteria were not met at this intersection. The volume-based multi-way stop criteria assessment is provided in Appendix C.

Multi-Way Stop Control Findings and Next Steps

Based on data summarized within this memorandum, MUTCD multi-way stop crash and volume factors are not currently met at the NW Oceanview Drive/NW 15th Street intersection. Furthermore, traffic volumes on the three approaches are not evenly split which can lead to higher delays and long queues on NW Oceanview Drive. As such, installation of multi-way strop control is not recommended at this time. The City should continue to monitor this location in the future for changing traffic conditions that might warrant multi-way stop installation.

NW OCEANVIEW DRIVE SPEEDS

At the request of City staff, travel speeds and conditions along the NW Oceanview Drive study corridor were assessed due to community concerns that the northern half of the corridor should have a lower posted travel speed. As noted in Table 1, the northern half of the corridor (from US 101 to NW Edenview Way has a posted speed of 35 mph. South of this point, the posted speed is 25 mph. These different posted speeds are reflective of the character of the corridor due to alignment, adjacent land use, frequency of driveways, and topography.

Compared to the southern half of the study corridor, the northern segment has less severe changes in vertical profile, longer straightaway sections with fewer curves, fewer public street intersections and private driveways, a more rural character with stretches that traverse the Agate Beach State Recreational Park, and wooded hillsides that buffer most of the adjacent residential land uses. Characteristics like these give drivers a greater level of comfort which can then lead to higher travel speeds. This is confirmed in a 2022 speed study conducted by the Oregon Department of Transportation (ODOT). In this study, speed counts were collected on NW Oceanview Drive in the vicinity of the Agate Beach State Wayside access where it was found that the 85th percentile speeds[1] were approximately 39 mph in the 35 mph zone. Given these findings and concerns expressed by city leadership, an assessment of potential speed reduction mitigation measures was prepared including a discussion of simply changing the posted speed limit. These speed reductions measures are discussed below.

Reduction of the Posted Speed Limit

It is a common misnomer that simply changing the posted speed limit on a roadway will result in a reduction of vehicular travel speeds (see footnote[2] below for a discussion of one particular speed modification provision that is available to cities in certain circumstances and its applicability to NW Oceanview Drive). As noted above, vehicular travel speeds are generally more a product of the characteristics of the roadway (rural vs. urban, frequency of conflict points at driveways, topography and curvature, width of the travel lane, etc.) and the comfort levels it provides to drivers. As such, posted speeds are generally designated/confirmed based on a careful engineering study that factors in these characteristics as well as a review of measured travel speeds. Although the measured 85th percentile travel speed of 39 mph is higher than the 35 mph posted speed, the findings do confirm that a 35 mph posted speed is consistent with actual driver behavior. However, these findings also suggest that some speed reduction measures on this segment of the corridor may be appropriate, particularly considering the presence of the Agate Beach pedestrian crossing. Some potential context sensitive measures that could be implemented to passively change driver behavior along the northern segment of NW Oceanview Drive are outlined below.

[1] The 85th percentile speed is the speed at or below which 85 percent of the drivers are traveling during the measurement period. Motorists traveling above the 85th percentile speed are generally considered to be exceeding the safe and reasonable speed for road and traffic conditions.

[2] City staff and leadership may be aware of Oregon Revised Statute ORS 810.180 (11) which includes a provision that allows cities to establish by ordinance a designated speed for a roadway that is up to 10 mph lower than the statutory speed. Upon review of this statute and in consultation with the ODOT State Traffic Investigations Engineer, it has been determined that this statute does not apply to all portions of the NW Oceanview Drive study corridor for several reasons. First, it is meant to provide cities latitude in reducing statutory speeds (such as an existing 25 mph residential speed limit). The 35 mph posted speed limit on the northern segment of NW Oceanview Drive is a designated speed limit, not a statutory speed limit. Second, the statute applies to residential districts only where the roadway in question is clearly serving a defined residential district with property access driveways spaced 150 feet apart or more frequently. For these reasons, ORS 810.180(11) does not appear to be applicable for the current 35-mph segment of NW Oceanview Drive. However, it could potentially be applicable for segments south of NW Edenview Way.

Traverse Rumble Strips

Traverse rumble strips are pavement treatments such as grooves or raised pavement markers placed in the roadway perpendicular to the direction of travel and are intended to cause vehicular vibrations signaling drivers to slow down in advance of a speed transition area or some other condition such as the presence of an upcoming intersection or crosswalk. Exhibit 3 shows an example of a traverse rumble strip application.

Exhibit 3 – Example of a Traverse Rumble Strip

Dynamic Speed Displays

Dynamic speed displays or speed feedback signs (see Exhibit 4) are signs that measure in real time vehicular travel speeds and display those speeds back to drivers. The City currently utilizes signs like these along NW Oceanview Drive in the vicinity of NW 15th Street and has found them to be effective at managing driver behavior. The use of photo radar signs is now allowed by all cities in Oregon to help enforce travel speeds and their use may be appropriate in certain segments of the corridor.

Exhibit 4 – Dynamic Speed Display

Speed Feedback Sign

Police departments and transportation agencies use speed feedback signs as educational tools that can enhance enforcement efforts directed at speed compliance. Speed feedback signs educate drivers as to their operating speed, and remind them of the posted speed limit on the roadway.

Source: FHWA Small Town and Rural Multimodal Networks

Lane Narrowing

Wider travel lanes can give drivers a more comfortable feeling, which can oftentimes lead to higher speeds. A narrowing of travel lanes can have the opposite effect. Narrowing can take many different forms including physically narrowing the travel lane, introducing center islands, narrowing or replacing shoulders with curb and gutter, or other psychological treatments like speed reduction markings. Of these options, speed reduction markings could be applicable for portions of NW Oceanview Drive such as placement in advance of the Agate Beach pedestrian crossing. Exhibit 5 is a graphic representation of this treatment.

Exhibit 5 – Speed Reduction Markings

Speed Reduction Markings

Speed reduction markings are a series of white rectangular markings typically 1 foot wide placed just inside both edges of the lane and spaced progressively closer to create the illusion of traveling faster as well as the impression of narrower lane.

Source: FHWA Small Town and Rural Multimodal Networks

Changing the Character of the Corridor

As previously noted, changing the character of the corridor could help reduce vehicle speeds. Given that the NW Oceanview Drive study corridor does not have sidewalks or separated bicycle lanes, the accommodation of new travel ways for active transportation modes would help to refocus the corridor away from its predominately vehicular character. Many different forms of active transportation accommodations are possible with several examples of existing shoulder applications on similar corridors shown in Exhibit 6. While these applications would need to be studied in greater detail from a right-of-way, cost, environmental, and constructability perspective, one or more forms could be appropriate for different segments of NW Oceanview Drive.

Exhibit 6 – Example of a Multiuse Pathway on NW Oak Grove Drive in Albany, OR

Exhibit 7 – Example of a Multiuse Pathway on Carmel Avenue in Manzanita, OR

Recommendations

The measured speeds on some portions of the northern segment of NW Oceanview Drive suggest some speed reduction measures may be appropriate, particularly considering the more rural character of the roadway corridor and the presence of the Agate Beach pedestrian crossing (see the following section of this report for additional information). There does not appear to be any applicable provisions that would allow the City to lower the existing 35 mph posted speed on the northern segment of NW Oceanview Drive, nor do we believe such actions would result in measurable changes in driver behavior. Instead, the City could consider the consider the provision of one or more near-term passive speed management measures such as traverse rumble strips, speed feedback signs, and speed reduction markings. Other multimodal accommodations may be an appropriate longer-term solution for some segments of the corridor and should be considered as part of future planning studies.

For the segment of NW Oceanview Drive south of NW Edenview Way, the City could further investigate the application of ORS 811.180(11), and via ordinance, potentially lower the posted speed limit of NW Oceanview Drive from 25 mph to 20 mph.

AGATE BEACH CROSSING ASSESSMENT

At the request of City staff, a review of the NW Oceanview Drive/Agate Beach pedestrian crossing was performed. This crossing at the north end of the study corridor is shown in Exhibit 8, providing standard crosswalk signage, crosswalk markings, and overhead lighting.

Exhibit 8 – NW Oceanview Drive Agate Beach Pedestrian Crossing

Crossing Enhancement Assessment

The Federal Highway Administration (FHWA) *Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations* informs what crossing countermeasures are typically appropriate given roadway features including speed, average annual daily traffic (AADT), and roadway configuration including number of lanes. ODOT has adopted this guidance, and the guidance produced by the FHWA is included in the ODOT *Analysis Procedures Manual*. ODOT also refined the guidance to local Oregon conditions, incorporated it into the ODOT *Traffic Manual*. Exhibit 9 is a graphical representation of the guidance and is based on different parameters including the annual average daily traffic (AADT), posted speed, presence of a refuge island, and number of lanes being crossed.

Exhibit 9 – ODOT Traffic Manual Uncontrolled Marked Crossing Treatments

Lanes Crossed**	Refuge Island	AADT & Posted Speed***														
		<3000 veh/day			3000-9000 veh/day			9000-12,000 veh/day			12,000-15,000 veh/day			>15,000 veh/day		
		≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph
1	N/A	A* B C E	A C E G I	Ⓐ C E Ⓖ I	A B C E	A C E G I	Ⓐ C E Ⓖ I	A C E G I	A C E G I	Ⓐ C E Ⓖ I	A C E G I	A C E G I	Ⓐ C E Ⓖ I	A C E G I	A C E G I	Ⓐ C E Ⓖ I
2	Yes	A* B C D E	A C E G I	Ⓐ C E Ⓖ I	A B C D E	A C E G I	Ⓐ C E Ⓖ I	A C D E G I	A C E G I	Ⓐ C E Ⓖ I	A C D E G I	A C E G I	Ⓐ C E Ⓖ I	A C D E G I	A C E G I	Ⓐ C E Ⓖ I
	No	A* B C D E F	Ⓐ Ⓒ E F G I	Ⓐ Ⓒ E F Ⓖ I	A B Ⓒ D E F	A Ⓒ E F G I	Ⓐ Ⓒ E F Ⓖ I	A Ⓒ D E F G I	A Ⓒ E F G I	Ⓐ Ⓒ E F Ⓖ I	A Ⓒ D E F G I	A Ⓒ E F G I	Ⓐ Ⓒ E F Ⓖ I	A Ⓒ D E F G I	A Ⓒ E F G I	Ⓐ Ⓒ E F Ⓖ I
3	Yes	Ⓐ B Ⓒ D E G I	Ⓐ Ⓒ E G I	Ⓐ Ⓒ E Ⓖ I	A B Ⓒ D E G I	A Ⓒ E G I	Ⓐ Ⓒ E Ⓖ I	Ⓐ Ⓒ D E G I	Ⓐ Ⓒ E G I	Ⓐ Ⓒ E Ⓖ I	Ⓐ Ⓒ D E G I	Ⓐ Ⓒ E G I	Ⓐ Ⓒ E Ⓖ I	Ⓐ Ⓒ D E G I	Ⓐ Ⓒ E G I	Ⓐ Ⓒ E Ⓖ I
	No	Ⓐ B Ⓒ D E F G I	Ⓐ Ⓒ E F G I	Ⓐ Ⓒ E Ⓕ Ⓖ I	A B Ⓒ D E F G I	A Ⓒ E F G I	Ⓐ Ⓒ E Ⓕ Ⓖ I	Ⓐ Ⓒ D E F G I	Ⓐ Ⓒ E Ⓕ G I	Ⓐ Ⓒ E Ⓕ Ⓖ I	Ⓐ Ⓒ D E F G I	Ⓐ Ⓒ E Ⓕ G I	Ⓐ Ⓒ E Ⓕ Ⓖ I	Ⓐ Ⓒ D E F G I	Ⓐ Ⓒ E Ⓕ G I	Ⓐ Ⓒ E Ⓕ Ⓖ I
4	Yes	Ⓐ Ⓒ D E G H I	Ⓐ Ⓒ E G H I	Ⓐ Ⓒ E Ⓖ H I	A Ⓒ D E G H I	A Ⓒ E G H I	Ⓐ Ⓒ E Ⓖ H I	Ⓐ Ⓒ D E G H I	Ⓐ Ⓒ E G H I	Ⓐ Ⓒ E Ⓖ H I	Ⓐ Ⓒ D E G H I	Ⓐ Ⓒ E G H I	Ⓐ Ⓒ E Ⓖ H I	Ⓐ Ⓒ D E G H I	Ⓐ Ⓒ E G H I	Ⓐ Ⓒ E Ⓖ H I
	No	Ⓐ Ⓒ E F G H I	Ⓐ Ⓒ E Ⓕ G H I	Ⓐ Ⓒ E Ⓕ Ⓖ H I	A Ⓒ E F G H I	A Ⓒ E Ⓕ G H I	Ⓐ Ⓒ E Ⓕ Ⓖ H I	Ⓐ Ⓒ E Ⓕ G H I	Ⓐ Ⓒ E Ⓕ G H I	Ⓐ Ⓒ E Ⓕ Ⓖ H I	Ⓐ Ⓒ E Ⓕ G H I	Ⓐ Ⓒ E Ⓕ G H I	Ⓐ Ⓒ E Ⓕ Ⓖ H I	Ⓐ Ⓒ E Ⓕ G H I	Ⓐ Ⓒ E Ⓕ G H I	Ⓐ Ⓒ E Ⓕ Ⓖ H I

* Treatment "A" recommended for school crossings and midblock crosswalks.
** Total motor vehicle lanes crossed to complete the crossing, including TWLTL and left/right turn lanes. Bicycle lanes and refuge islands at least 6 feet wide are not lanes crossed. STRE approval required for uncontrolled marked crosswalks across 5+ lanes.
*** See Speed discussion in the Special Considerations subsection. 85th percentile speed may be used instead of the posted speed.

Installation of a treatment(s) at any location is subject to an engineering study that accounts for factors such as sight distance, safety, operations, other field conditions, and local land use.

This table does not apply to temporary marked crosswalks. See the TCP Manual (4) for temporary uncontrolled marked crosswalks.

X = Treatment optional
Ⓐ = Treatment recommended
Ⓐ = Treatment recommended and should be installed with other identified treatments.

The absence of a letter means the treatment is generally not appropriate, but exceptions may be considered through the engineering study and STRE approval process.

A = Continental-style crosswalk markings, parking restrictions on crosswalk approach (see Table 310.3-B), lighting according to the ODOT Traffic Lighting Design Manual. Crossing warning sign(s) for school crosswalks, midblock crosswalks, or speed ≥30 mph.
B = Raised crosswalk, except on freight routes, emergency response routes, arterial roadways, and snowplow routes.
C = If 2+ lanes in one direction, wide advance stop bar and STOP HERE FOR Pedestrians sign.
D = In-street pedestrian crossing sign (R1-6a). If refuge island present, install on the refuge island.
E = Curb extension
F = Pedestrian refuge island (at least 6 feet wide)
G = Rectangular rapid flashing beacon (RRFB)
H = Reduce number of motor vehicle lanes
I = Traffic signal or pedestrian hybrid beacon (PHB)

Blue = All treatments shown in category optional. Treatment "A" recommended for school and midblock crossings.
Green = Visibility enhancements recommended
Yellow = RRFB treatment recommended
Red = Traffic signal or PHB recommended

Findings

The AADT along this segment of NW Oceanview Drive is less than 3,000 vehicles (~2,100 ADT), the posted speed is 35 mph, and the cross section is two lanes without a raised median. Under these current parameters, the treatment recommended by the ODOT Traffic Manual procedure is to provide "continental-style crosswalk markings, parking restrictions on each crosswalk approach (see Table 310.3-B), and lighting according to ODOT Traffic Lighting Design Manual." It is also suggested that "crossing warning sign(s)" are provided for a midblock crossing with speeds greater than or equal to 30 miles per hour. Given the current measured speeds on this segment of NW Oceanview Drive (39 mph 85th percentile speeds), the guidance would not recommend a raised crosswalk as an appropriate treatment at the crossing.

Signage Assessment

In addition to the pedestrian crossing enhancement analysis, a signage audit was performed on this segment of NW Oceanview Drive to consider additional signing options. From this audit, there were three notable findings:

- NW Oceanview Drive does not have advanced pedestrian crossing warning signage on the northbound or southbound approaches to the crossing.
- The post-mounted pedestrian crossing warning sign located at the crossing serving southbound drivers on NW Oceanview Drive does not have a diagonal downward pointing arrow plaque mounted below the sign. In this situation, the MUTCD says this plaque shall be mounted below the sign.
- The post-mounted pedestrian crossing warning sign serving northbound drivers on NW Oceanview Drive is located too far in advance of the crossing location (approximately 50 feet). This can be seen in Exhibit 8.

Recommendations

- To provide drivers with additional advanced notice of the pedestrian crossing, the City may choose to install pedestrian crossing ahead signs (W11-2) and a supplemental "Ahead" (W16-9P) warning plaque in accordance with the guidelines of the MUTCD and applicable local standards. These signs should be placed a minimum of 100 feet in advance of the crossing.
- The post-mounted pedestrian crossing warning sign serving northbound drivers on NW Oceanview Drive should be relocated to the pedestrian crossing. This relocated sign should also include a diagonal downward pointing arrow plaque (W16-7P) mounted below the sign.
- The post-mounted pedestrian crossing warning sign serving southbound drivers on NW Oceanview Drive should include a diagonal downward pointing arrow plaque (W16-7P) mounted below the sign.
- Consider supplemental speed reduction pavement markings, speed feedback signs, and/or traverse rumble strips on the northbound and southbound NW Oceanview Drive approaches to the crossing.

NW Oceanview Drive Parking Restrictions

Just south of the Agate Beach Pedestrian crossing is a small head-in parking lot that can serve approximately 9-10 vehicles. When this lot gets full, drivers have been observed to park along both sides of NW Oceanview Drive south of the lot. While there is a wide gravel shoulder on the west side of NW Oceanview Drive, there is no formal shoulder on the east side.

Recommendations

- The City may choose to install no parking signage along the east and west sides of NW Oceanview Drive as indicated in Figure 3 below. This can be accomplished through the use no parking signs (R7-1). Other supplemental signage directing drivers to the nearby Agate Beach State Wayside parking lot may also be beneficial.

Figure 3 – On-Street Parking Restriction Zone Recommendation

APPENDICES

A. Traffic Count Worksheets
B. Crash Data Reports
C. Oceanview Drive Sight Distance Mitigation
D. MUTCD All-Way Stop Criteria Evaluation Worksheets

Appendix A

Type of report: Tube Count - Volume Data

LOCATION: N Coast Hwy/US-101 south of NE 31st St
QC JOB #: 16145501
SPECIFIC LOCATION:
DIRECTION: NB
CITY/STATE: Newport, OR
DATE: Mar 30 2023 - Apr 1 2023

Start Time	Mon	Tue	Wed	Thu 30 Mar 23	Fri 31 Mar 23	Average Weekday Hourly Traffic	Sat 1 Apr 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				29	42	36	21		31	
01:00 AM				18	20	19	21		20	
02:00 AM				28	22	25	15		22	
03:00 AM				20	19	20	15		18	
04:00 AM				25	35	30	7		22	
05:00 AM				83	65	74	25		58	
06:00 AM				182	125	154	70		126	
07:00 AM				283	273	278	163		240	
08:00 AM				362	368	365	223		318	
09:00 AM				506	446	476	350		434	
10:00 AM				644	576	610	565		595	
11:00 AM				**759**	**719**	**739**	**678**		**719**	
12:00 PM				777	812	795	717		769	
01:00 PM				919	817	868	798		845	
02:00 PM				874	860	867	**879**		871	
03:00 PM				**977**	**934**	**956**	862		**924**	
04:00 PM				942	878	910	837		886	
05:00 PM				816	727	772	713		752	
06:00 PM				565	576	571	543		561	
07:00 PM				453	378	416	404		412	
08:00 PM				273	242	258	263		259	
09:00 PM				173	172	173	211		185	
10:00 PM				100	126	113	142		123	
11:00 PM				67	74	71	33		58	
Day Total				9875	9306	9596	8555		9248	
% Weekday Average				102.9%	97%					
% Week Average				106.8%	100.6%	103.8%	92.5%			
AM Peak Volume				11:00 AM 759	11:00 AM 719	11:00 AM 739	11:00 AM 678		11:00 AM 719	
PM Peak Volume				3:00 PM 977	3:00 PM 934	3:00 PM 956	2:00 PM 879		3:00 PM 924	

Comments:

Report generated on 4/14/2023 8:59 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: N Coast Hwy/US-101 south of NE 31st St
QC JOB #: 16145501
SPECIFIC LOCATION:
DIRECTION: NB, SB
CITY/STATE: Newport, OR
DATE: Mar 30 2023 - Apr 1 2023

Start Time	Mon	Tue	Wed	Thu 30 Mar 23	Fri 31 Mar 23	Average Weekday Hourly Traffic	Sat 1 Apr 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				56	74	65	40		57	
01:00 AM				34	41	38	42		39	
02:00 AM				52	32	42	30		38	
03:00 AM				48	46	47	42		45	
04:00 AM				71	75	73	41		62	
05:00 AM				175	150	163	78		134	
06:00 AM				382	317	350	184		294	
07:00 AM				711	654	683	390		585	
08:00 AM				862	858	860	531		750	
09:00 AM				1161	1024	1093	846		1010	
10:00 AM				1398	1343	1371	1205		1315	
11:00 AM				**1566**	**1514**	**1540**	**1439**		**1506**	
12:00 PM				1583	1637	1610	1479		1566	
01:00 PM				**1751**	1602	1677	1573		1642	
02:00 PM				1682	**1686**	**1684**	**1668**		**1679**	
03:00 PM				1703	1601	1652	1564		1623	
04:00 PM				1706	1553	1630	1510		1590	
05:00 PM				1473	1289	1381	1385		1382	
06:00 PM				1028	1021	1025	1038		1029	
07:00 PM				781	691	736	761		744	
08:00 PM				514	474	494	520		503	
09:00 PM				329	367	348	388		361	
10:00 PM				190	255	223	247		231	
11:00 PM				111	122	117	59		97	
Day Total				19367	18426	18902	17060		18282	
% Weekday Average				102.5%	97.5%					
% Week Average				105.9%	100.8%	103.4%	93.3%			
AM Peak Volume				11:00 AM 1566	11:00 AM 1514	11:00 AM 1540	11:00 AM 1439		11:00 AM 1506	
PM Peak Volume				1:00 PM 1751	2:00 PM 1686	2:00 PM 1684	2:00 PM 1668		2:00 PM 1679	

Comments:

Report generated on 4/14/2023 8:59 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: N Coast Hwy/US-101 south of NE 31st St
QC JOB #: 16145501
SPECIFIC LOCATION:
DIRECTION: SB
CITY/STATE: Newport, OR
DATE: Mar 30 2023 - Apr 1 2023

Start Time	Mon	Tue	Wed	Thu 30 Mar 23	Fri 31 Mar 23	Average Weekday Hourly Traffic	Sat 1 Apr 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				27	32	30	19		26	
01:00 AM				16	21	19	21		19	
02:00 AM				24	10	17	15		16	
03:00 AM				28	27	28	27		27	
04:00 AM				46	40	43	34		40	
05:00 AM				92	85	89	53		77	
06:00 AM				200	192	196	114		169	
07:00 AM				428	381	405	227		345	
08:00 AM				500	490	495	308		433	
09:00 AM				655	578	617	496		576	
10:00 AM				754	767	761	640		720	
11:00 AM				**807**	**795**	**801**	**761**		**788**	
12:00 PM				806	825	816	762		798	
01:00 PM				**832**	785	809	775		797	
02:00 PM				808	**826**	**817**	**789**		**808**	
03:00 PM				726	667	697	702		698	
04:00 PM				764	675	720	673		704	
05:00 PM				657	562	610	672		630	
06:00 PM				463	445	454	495		468	
07:00 PM				328	313	321	357		333	
08:00 PM				241	232	237	257		243	
09:00 PM				156	195	176	177		176	
10:00 PM				90	129	110	105		108	
11:00 PM				44	48	46	26		39	
Day Total				9492	9120	9314	8505		9038	
% Weekday Average				101.9%	97.9%					
% Week Average				105%	100.9%	103.1%	94.1%			
AM Peak Volume				11:00 AM 807	11:00 AM 795	11:00 AM 801	11:00 AM 761		11:00 AM 788	
PM Peak Volume				1:00 PM 832	2:00 PM 826	2:00 PM 817	2:00 PM 789		2:00 PM 808	

Comments:

Report generated on 4/14/2023 8:59 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr south of Agate Beach State Wayside
QC JOB #: 16145502
SPECIFIC LOCATION:
DIRECTION: NB
CITY/STATE: Newport, OR
DATE: Mar 30 2023 - Apr 1 2023

Start Time	Mon	Tue	Wed	Thu 30 Mar 23	Fri 31 Mar 23	Average Weekday Hourly Traffic	Sat 1 Apr 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				11	3	7	5		6	
01:00 AM				4	3	4	3		3	
02:00 AM				3	1	2	2		2	
03:00 AM				1	1	1	2		1	
04:00 AM				1	1	1	2		1	
05:00 AM				2	4	3	2		3	
06:00 AM				7	7	7	6		7	
07:00 AM				19	15	17	14		16	
08:00 AM				30	30	30	28		29	
09:00 AM				43	43	43	40		42	
10:00 AM				49	55	52	66		57	
11:00 AM				**69**	**61**	**65**	**74**		**68**	
12:00 PM				84	73	79	88		82	
01:00 PM				90	**80**	85	**103**		**91**	
02:00 PM				92	78	85	93		88	
03:00 PM				**104**	73	**89**	89		89	
04:00 PM				84	70	77	87		80	
05:00 PM				84	58	71	76		73	
06:00 PM				56	39	48	57		51	
07:00 PM				31	31	31	50		37	
08:00 PM				36	19	28	27		27	
09:00 PM				16	19	18	35		23	
10:00 PM				12	15	14	15		14	
11:00 PM				8	8	8	5		7	
Day Total				936	787	865	969		897	
% Weekday Average				108.2%	91%					
% Week Average				104.3%	87.7%	96.4%	108%			
AM Peak Volume				11:00 AM 69	11:00 AM 61	11:00 AM 65	11:00 AM 74		11:00 AM 68	
PM Peak Volume				3:00 PM 104	1:00 PM 80	3:00 PM 89	1:00 PM 103		1:00 PM 91	

Comments:

Report generated on 4/6/2023 4:43 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr south of Agate Beach State Wayside
QC JOB #: 16145502
SPECIFIC LOCATION:
DIRECTION: NB, SB
CITY/STATE: Newport, OR
DATE: Mar 30 2023 - Apr 1 2023

Start Time	Mon	Tue	Wed	Thu 30 Mar 23	Fri 31 Mar 23	Average Weekday Hourly Traffic	Sat 1 Apr 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				17	7	12	6		10	
01:00 AM				7	4	6	8		6	
02:00 AM				7	2	5	2		4	
03:00 AM				2	2	2	4		3	
04:00 AM				4	5	5	5		5	
05:00 AM				6	11	9	3		7	
06:00 AM				17	14	16	12		14	
07:00 AM				43	35	39	30		36	
08:00 AM				69	68	69	49		62	
09:00 AM				81	90	86	84		85	
10:00 AM				122	115	119	122		120	
11:00 AM				**147**	**123**	**135**	**139**		**136**	
12:00 PM				168	142	155	170		160	
01:00 PM				176	**153**	165	**198**		176	
02:00 PM				175	146	161	188		170	
03:00 PM				**211**	139	**175**	190		**180**	
04:00 PM				194	134	164	163		164	
05:00 PM				172	98	135	140		137	
06:00 PM				101	84	93	106		97	
07:00 PM				62	59	61	89		70	
08:00 PM				52	37	45	49		46	
09:00 PM				27	36	32	63		42	
10:00 PM				18	22	20	23		21	
11:00 PM				14	17	16	9		13	
Day Total				1892	1543	1725	1852		1764	
% Weekday Average				109.7%	89.4%					
% Week Average				107.3%	87.5%	97.8%	105%			
AM Peak Volume				11:00 AM 147	11:00 AM 123	11:00 AM 135	11:00 AM 139		11:00 AM 136	
PM Peak Volume				3:00 PM 211	1:00 PM 153	3:00 PM 175	1:00 PM 198		3:00 PM 180	

Comments:

Report generated on 4/6/2023 4:43 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr south of Agate Beach State Wayside
QC JOB #: 16145502
SPECIFIC LOCATION:
DIRECTION: SB
CITY/STATE: Newport, OR
DATE: Mar 30 2023 - Apr 1 2023

Start Time	Mon	Tue	Wed	Thu 30 Mar 23	Fri 31 Mar 23	Average Weekday Hourly Traffic	Sat 1 Apr 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				6	4	5	1		4	
01:00 AM				3	1	2	5		3	
02:00 AM				4	1	3	0		2	
03:00 AM				1	1	1	2		1	
04:00 AM				3	4	4	3		3	
05:00 AM				4	7	6	1		4	
06:00 AM				10	7	9	6		8	
07:00 AM				24	20	22	16		20	
08:00 AM				39	38	39	21		33	
09:00 AM				38	47	43	44		43	
10:00 AM				73	60	67	56		63	
11:00 AM				**78**	**62**	**70**	**65**		**68**	
12:00 PM				84	69	77	82		78	
01:00 PM				86	**73**	80	95		85	
02:00 PM				83	68	76	95		82	
03:00 PM				107	66	**87**	**101**		**91**	
04:00 PM				**110**	64	87	76		83	
05:00 PM				88	40	64	64		64	
06:00 PM				45	45	45	49		46	
07:00 PM				31	28	30	39		33	
08:00 PM				16	18	17	22		19	
09:00 PM				11	17	14	28		19	
10:00 PM				6	7	7	8		7	
11:00 PM				6	9	8	4		6	
Day Total				956	756	863	883		865	
% Weekday Average				110.8%	87.6%					
% Week Average				110.5%	87.4%	99.8%	102.1%			
AM Peak Volume				11:00 AM 78	11:00 AM 62	11:00 AM 70	11:00 AM 65		11:00 AM 68	
PM Peak Volume				4:00 PM 110	1:00 PM 73	3:00 PM 87	3:00 PM 101		3:00 PM 91	

Comments:

Report generated on 4/6/2023 4:43 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr north of NW Pacific Pl/NW 25th St
QC JOB #: 16145503
SPECIFIC LOCATION:
DIRECTION: NB
CITY/STATE: Newport, OR
DATE: Mar 30 2023 - Apr 1 2023

Start Time	Mon	Tue	Wed	Thu 30 Mar 23	Fri 31 Mar 23	Average Weekday Hourly Traffic	Sat 1 Apr 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				11	4	8	7		7	
01:00 AM				5	5	5	3		4	
02:00 AM				3	1	2	3		2	
03:00 AM				2	1	2	2		2	
04:00 AM				1	1	1	2		1	
05:00 AM				2	4	3	2		3	
06:00 AM				9	8	9	7		8	
07:00 AM				24	14	19	13		17	
08:00 AM				37	39	38	30		35	
09:00 AM				42	43	43	34		40	
10:00 AM				57	56	57	**74**		62	
11:00 AM				**72**	**65**	**69**	68		**68**	
12:00 PM				89	71	80	86		82	
01:00 PM				91	86	89	**98**		**92**	
02:00 PM				90	**91**	**91**	86		89	
03:00 PM				**99**	76	88	89		88	
04:00 PM				79	72	76	89		80	
05:00 PM				84	69	77	80		78	
06:00 PM				62	45	54	63		57	
07:00 PM				33	43	38	52		43	
08:00 PM				41	23	32	36		33	
09:00 PM				19	24	22	35		26	
10:00 PM				12	16	14	10		13	
11:00 PM				8	8	8	7		8	
Day Total				972	865	925	976		938	
% Weekday Average				105.1%	93.5%					
% Week Average				103.6%	92.2%	98.6%	104.1%			
AM Peak Volume				11:00 AM 72	11:00 AM 65	11:00 AM 69	10:00 AM 74		11:00 AM 68	
PM Peak Volume				3:00 PM 99	2:00 PM 91	2:00 PM 91	1:00 PM 98		1:00 PM 92	

Comments:

Report generated on 4/6/2023 4:43 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr north of NW Pacific Pl/NW 25th St
QC JOB #: 16145503
SPECIFIC LOCATION:
DIRECTION: NB, SB
CITY/STATE: Newport, OR
DATE: Mar 30 2023 - Apr 1 2023

Start Time	Mon	Tue	Wed	Thu 30 Mar 23	Fri 31 Mar 23	Average Weekday Hourly Traffic	Sat 1 Apr 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				17	9	13	10		12	
01:00 AM				9	7	8	8		8	
02:00 AM				9	2	6	4		5	
03:00 AM				3	1	2	4		3	
04:00 AM				3	5	4	5		4	
05:00 AM				7	12	10	3		7	
06:00 AM				20	16	18	12		16	
07:00 AM				48	35	42	29		37	
08:00 AM				81	79	80	57		72	
09:00 AM				86	98	92	82		89	
10:00 AM				135	121	128	**138**		131	
11:00 AM				**146**	**130**	**138**	127		**134**	
12:00 PM				180	146	163	170		165	
01:00 PM				185	**170**	**178**	**188**		**181**	
02:00 PM				171	166	169	176		171	
03:00 PM				**194**	148	171	188		177	
04:00 PM				181	135	158	170		162	
05:00 PM				176	118	147	149		148	
06:00 PM				113	95	104	110		106	
07:00 PM				68	78	73	98		81	
08:00 PM				63	44	54	71		59	
09:00 PM				35	49	42	70		51	
10:00 PM				21	25	23	34		27	
11:00 PM				15	21	18	13		16	
Day Total				1966	1710	1841	1916		1862	
% Weekday Average				106.8%	92.9%					
% Week Average				105.6%	91.8%	98.9%	102.9%			
AM Peak Volume				11:00 AM 146	11:00 AM 130	11:00 AM 138	10:00 AM 138		11:00 AM 134	
PM Peak Volume				3:00 PM 194	1:00 PM 170	1:00 PM 178	1:00 PM 188		1:00 PM 181	

Comments:

Report generated on 4/6/2023 4:43 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr north of NW Pacific Pl/NW 25th St
QC JOB #: 16145503
SPECIFIC LOCATION:
DIRECTION: SB
CITY/STATE: Newport, OR
DATE: Mar 30 2023 - Apr 1 2023

Start Time	Mon	Tue	Wed	Thu 30 Mar 23	Fri 31 Mar 23	Average Weekday Hourly Traffic	Sat 1 Apr 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				6	5	6	3		5	
01:00 AM				4	2	3	5		4	
02:00 AM				6	1	4	1		3	
03:00 AM				1	0	1	2		1	
04:00 AM				2	4	3	3		3	
05:00 AM				5	8	7	1		5	
06:00 AM				11	8	10	5		8	
07:00 AM				24	21	23	16		20	
08:00 AM				44	40	42	27		37	
09:00 AM				44	55	50	48		49	
10:00 AM				**78**	**65**	**72**	**64**		**69**	
11:00 AM				74	65	70	59		66	
12:00 PM				91	75	83	84		83	
01:00 PM				94	**84**	**89**	90		**89**	
02:00 PM				81	75	78	90		82	
03:00 PM				95	72	84	**99**		89	
04:00 PM				**102**	63	83	81		82	
05:00 PM				92	49	71	69		70	
06:00 PM				51	50	51	47		49	
07:00 PM				35	35	35	46		39	
08:00 PM				22	21	22	35		26	
09:00 PM				16	25	21	35		25	
10:00 PM				9	9	9	24		14	
11:00 PM				7	13	10	6		9	
Day Total				994	845	927	940		927	
% Weekday Average				107.2%	91.2%					
% Week Average				107.2%	91.2%	100%	101.4%			
AM Peak Volume				10:00 AM 78	10:00 AM 65	10:00 AM 72	10:00 AM 64		10:00 AM 69	
PM Peak Volume				4:00 PM 102	1:00 PM 84	1:00 PM 89	3:00 PM 99		1:00 PM 89	

Comments:

Report generated on 4/6/2023 4:43 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr btwn NW 16th St & NW 15th St
QC JOB #: 16145504
SPECIFIC LOCATION:
DIRECTION: NB
CITY/STATE: Newport, OR
DATE: Mar 30 2023 - Apr 1 2023

Start Time	Mon	Tue	Wed	Thu 30 Mar 23	Fri 31 Mar 23	Average Weekday Hourly Traffic	Sat 1 Apr 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				8	3	6	7		6	
01:00 AM				5	2	4	5		4	
02:00 AM				4	2	3	0		2	
03:00 AM				1	0	1	2		1	
04:00 AM				1	1	1	3		2	
05:00 AM				3	3	3	1		2	
06:00 AM				15	10	13	6		10	
07:00 AM				27	22	25	15		21	
08:00 AM				54	54	54	34		47	
09:00 AM				63	65	64	56		61	
10:00 AM				95	107	101	118		107	
11:00 AM				**119**	**133**	**126**	**124**		**125**	
12:00 PM				151	158	155	131		147	
01:00 PM				**180**	**171**	**176**	**134**		**162**	
02:00 PM				133	167	150	130		143	
03:00 PM				173	139	156	134		149	
04:00 PM				137	137	137	104		126	
05:00 PM				160	146	153	113		140	
06:00 PM				83	75	79	82		80	
07:00 PM				47	48	48	72		56	
08:00 PM				47	34	41	38		40	
09:00 PM				22	24	23	32		26	
10:00 PM				20	24	22	12		19	
11:00 PM				8	9	9	6		8	
Day Total				1556	1534	1550	1359		1484	
% Weekday Average				100.4%	99%					
% Week Average				104.9%	103.4%	104.4%	91.6%			
AM Peak Volume				11:00 AM 119	11:00 AM 133	11:00 AM 126	11:00 AM 124		11:00 AM 125	
PM Peak Volume				1:00 PM 180	1:00 PM 171	1:00 PM 176	1:00 PM 134		1:00 PM 162	

Comments:

Report generated on 4/6/2023 4:43 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr btwn NW 16th St & NW 15th St
QC JOB #: 16145504
SPECIFIC LOCATION:
DIRECTION: NB, SB
CITY/STATE: Newport, OR
DATE: Mar 30 2023 - Apr 1 2023

Start Time	Mon	Tue	Wed	Thu 30 Mar 23	Fri 31 Mar 23	Average Weekday Hourly Traffic	Sat 1 Apr 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				14	8	11	11		11	
01:00 AM				9	2	6	9		7	
02:00 AM				9	3	6	0		4	
03:00 AM				1	0	1	3		1	
04:00 AM				3	5	4	4		4	
05:00 AM				5	6	6	3		5	
06:00 AM				22	17	20	11		17	
07:00 AM				48	42	45	24		38	
08:00 AM				102	97	100	61		87	
09:00 AM				105	116	111	103		108	
10:00 AM				164	170	167	194		176	
11:00 AM				**212**	**214**	**213**	**207**		**211**	
12:00 PM				267	262	265	224		251	
01:00 PM				**294**	**288**	**291**	222		**268**	
02:00 PM				253	264	259	224		247	
03:00 PM				279	236	258	**251**		255	
04:00 PM				238	229	234	186		218	
05:00 PM				278	223	251	186		229	
06:00 PM				152	132	142	138		141	
07:00 PM				85	88	87	121		98	
08:00 PM				70	66	68	78		71	
09:00 PM				36	36	36	56		43	
10:00 PM				36	39	38	32		36	
11:00 PM				16	20	18	13		16	
Day Total				2698	2563	2637	2361		2542	
% Weekday Average				102.3%	97.2%					
% Week Average				106.1%	100.8%	103.7%	92.9%			
AM Peak Volume				11:00 AM 212	11:00 AM 214	11:00 AM 213	11:00 AM 207		11:00 AM 211	
PM Peak Volume				1:00 PM 294	1:00 PM 288	1:00 PM 291	3:00 PM 251		1:00 PM 268	

Comments:

Report generated on 4/6/2023 4:43 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr btwn NW 16th St & NW 15th St
QC JOB #: 16145504
SPECIFIC LOCATION:
DIRECTION: SB
CITY/STATE: Newport, OR
DATE: Mar 30 2023 - Apr 1 2023

Start Time	Mon	Tue	Wed	Thu 30 Mar 23	Fri 31 Mar 23	Average Weekday Hourly Traffic	Sat 1 Apr 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				6	5	6	4		5	
01:00 AM				4	0	2	4		3	
02:00 AM				5	1	3	0		2	
03:00 AM				0	0	0	1		0	
04:00 AM				2	4	3	1		2	
05:00 AM				2	3	3	2		2	
06:00 AM				7	7	7	5		6	
07:00 AM				21	20	21	9		17	
08:00 AM				48	43	46	27		39	
09:00 AM				42	51	47	47		47	
10:00 AM				69	63	66	76		69	
11:00 AM				**93**	**81**	**87**	**83**		**86**	
12:00 PM				116	104	110	93		104	
01:00 PM				114	**117**	**116**	88		106	
02:00 PM				**120**	97	109	94		104	
03:00 PM				106	97	102	**117**		**107**	
04:00 PM				101	92	97	82		92	
05:00 PM				118	77	98	73		89	
06:00 PM				69	57	63	56		61	
07:00 PM				38	40	39	49		42	
08:00 PM				23	32	28	40		32	
09:00 PM				14	12	13	24		17	
10:00 PM				16	15	16	20		17	
11:00 PM				8	11	10	7		9	
Day Total				1142	1029	1092	1002		1058	
% Weekday Average				104.6%	94.2%					
% Week Average				107.9%	97.3%	103.2%	94.7%			
AM Peak Volume				11:00 AM 93	11:00 AM 81	11:00 AM 87	11:00 AM 83		11:00 AM 86	
PM Peak Volume				2:00 PM 120	1:00 PM 117	1:00 PM 116	3:00 PM 117		3:00 PM 107	

Comments:

Report generated on 4/6/2023 4:43 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW 15th St east of NW Oceanview Dr
QC JOB #: 16145505
SPECIFIC LOCATION:
DIRECTION: EB
CITY/STATE: Newport, OR
DATE: Mar 30 2023 - Apr 1 2023

Start Time	Mon	Tue	Wed	Thu 30 Mar 23	Fri 31 Mar 23	Average Weekday Hourly Traffic	Sat 1 Apr 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				0	1	1	0		0	
01:00 AM				0	0	0	0		0	
02:00 AM				0	0	0	0		0	
03:00 AM				1	2	2	0		1	
04:00 AM				2	2	2	1		2	
05:00 AM				9	5	7	2		5	
06:00 AM				13	11	12	4		9	
07:00 AM				23	21	22	14		19	
08:00 AM				14	19	17	15		16	
09:00 AM				24	25	25	28		26	
10:00 AM				34	24	29	19		26	
11:00 AM				**40**	**32**	**36**	**29**		**34**	
12:00 PM				**35**	30	**33**	23		29	
01:00 PM				29	32	31	**30**		**30**	
02:00 PM				25	**33**	29	29		29	
03:00 PM				24	30	27	23		26	
04:00 PM				28	28	28	25		27	
05:00 PM				19	15	17	14		16	
06:00 PM				12	14	13	8		11	
07:00 PM				12	13	13	12		12	
08:00 PM				6	7	7	9		7	
09:00 PM				4	11	8	7		7	
10:00 PM				2	3	3	5		3	
11:00 PM				2	2	2	4		3	
Day Total				358	360	364	301		338	
% Weekday Average				98.4%	98.9%					
% Week Average				105.9%	106.5%	107.7%	89.1%			
AM Peak Volume				11:00 AM 40	11:00 AM 32	11:00 AM 36	11:00 AM 29		11:00 AM 34	
PM Peak Volume				12:00 PM 35	2:00 PM 33	12:00 PM 33	1:00 PM 30		1:00 PM 30	

Comments:

Report generated on 4/6/2023 4:43 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW 15th St east of NW Oceanview Dr
QC JOB #: 16145505
SPECIFIC LOCATION:
DIRECTION: EB, WB
CITY/STATE: Newport, OR
DATE: Mar 30 2023 - Apr 1 2023

Start Time	Mon	Tue	Wed	Thu 30 Mar 23	Fri 31 Mar 23	Average Weekday Hourly Traffic	Sat 1 Apr 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				0	1	1	1		1	
01:00 AM				0	0	0	0		0	
02:00 AM				1	0	1	0		0	
03:00 AM				1	3	2	1		2	
04:00 AM				3	2	3	2		2	
05:00 AM				16	8	12	2		9	
06:00 AM				20	21	21	9		17	
07:00 AM				42	44	43	23		36	
08:00 AM				37	51	44	40		43	
09:00 AM				57	73	65	**70**		67	
10:00 AM				83	73	78	61		72	
11:00 AM				**97**	**98**	**98**	69		**88**	
12:00 PM				**112**	95	**104**	75		**94**	
01:00 PM				89	**101**	95	**78**		89	
02:00 PM				97	86	92	75		86	
03:00 PM				84	96	90	63		81	
04:00 PM				97	81	89	66		81	
05:00 PM				61	49	55	42		51	
06:00 PM				34	33	34	31		33	
07:00 PM				28	28	28	27		28	
08:00 PM				13	19	16	24		19	
09:00 PM				8	21	15	14		14	
10:00 PM				7	6	7	6		6	
11:00 PM				4	5	5	5		5	
Day Total				991	994	998	784		924	
% Weekday Average				99.3%	99.6%					
% Week Average				107.3%	107.6%	108%	84.8%			
AM Peak Volume				11:00 AM 97	11:00 AM 98	11:00 AM 98	9:00 AM 70		11:00 AM 88	
PM Peak Volume				12:00 PM 112	1:00 PM 101	12:00 PM 104	1:00 PM 78		12:00 PM 94	

Comments:

Report generated on 4/6/2023 4:43 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW 15th St east of NW Oceanview Dr
QC JOB #: 16145505
SPECIFIC LOCATION:
DIRECTION: WB
CITY/STATE: Newport, OR
DATE: Mar 30 2023 - Apr 1 2023

Start Time	Mon	Tue	Wed	Thu 30 Mar 23	Fri 31 Mar 23	Average Weekday Hourly Traffic	Sat 1 Apr 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				0	0	0	1		0	
01:00 AM				0	0	0	0		0	
02:00 AM				1	0	1	0		0	
03:00 AM				0	1	1	1		1	
04:00 AM				1	0	1	1		1	
05:00 AM				7	3	5	0		3	
06:00 AM				7	10	9	5		7	
07:00 AM				19	23	21	9		17	
08:00 AM				23	32	28	25		27	
09:00 AM				33	48	41	**42**		41	
10:00 AM				49	49	49	42		47	
11:00 AM				**57**	**66**	**62**	40		**54**	
12:00 PM				**77**	65	**71**	**52**		**65**	
01:00 PM				60	**69**	65	48		59	
02:00 PM				72	53	63	46		57	
03:00 PM				60	66	63	40		55	
04:00 PM				69	53	61	41		54	
05:00 PM				42	34	38	28		35	
06:00 PM				22	19	21	23		21	
07:00 PM				16	15	16	15		15	
08:00 PM				7	12	10	15		11	
09:00 PM				4	10	7	7		7	
10:00 PM				5	3	4	1		3	
11:00 PM				2	3	3	1		2	
Day Total				633	634	640	483		582	
% Weekday Average				98.9%	99.1%					
% Week Average				108.8%	108.9%	110%	83%			
AM Peak Volume				11:00 AM 57	11:00 AM 66	11:00 AM 62	9:00 AM 42		11:00 AM 54	
PM Peak Volume				12:00 PM 77	1:00 PM 69	12:00 PM 71	12:00 PM 52		12:00 PM 65	

Comments:

Report generated on 4/6/2023 4:43 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr btwn NW 15th St & NW 14th St
QC JOB #: 16145506
SPECIFIC LOCATION:
DIRECTION: NB
CITY/STATE: Newport, OR
DATE: Mar 30 2023 - Apr 1 2023

Start Time	Mon	Tue	Wed	Thu 30 Mar 23	Fri 31 Mar 23	Average Weekday Hourly Traffic	Sat 1 Apr 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				8	2	5	5		5	
01:00 AM				5	3	4	4		4	
02:00 AM				4	2	3	0		2	
03:00 AM				0	0	0	2		1	
04:00 AM				1	1	1	3		2	
05:00 AM				3	3	3	1		2	
06:00 AM				12	11	12	6		10	
07:00 AM				23	16	20	14		18	
08:00 AM				43	40	42	33		39	
09:00 AM				51	47	49	45		48	
10:00 AM				78	84	81	**97**		86	
11:00 AM				**90**	**102**	**96**	88		**93**	
12:00 PM				**128**	110	119	**107**		115	
01:00 PM				128	**133**	**131**	105		**122**	
02:00 PM				107	113	110	104		108	
03:00 PM				128	110	119	103		114	
04:00 PM				99	98	99	87		95	
05:00 PM				121	113	117	90		108	
06:00 PM				55	58	57	58		57	
07:00 PM				43	46	45	59		49	
08:00 PM				39	30	35	36		35	
09:00 PM				25	18	22	27		23	
10:00 PM				22	28	25	12		21	
11:00 PM				6	8	7	9		8	
Day Total				1219	1176	1202	1095		1165	
% Weekday Average				101.4%	97.8%					
% Week Average				104.6%	100.9%	103.2%	94%			
AM Peak Volume				11:00 AM 90	11:00 AM 102	11:00 AM 96	10:00 AM 97		11:00 AM 93	
PM Peak Volume				12:00 PM 128	1:00 PM 133	1:00 PM 131	12:00 PM 107		1:00 PM 122	

Comments:

Report generated on 4/6/2023 4:43 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr btwn NW 15th St & NW 14th St
QC JOB #: 16145506
SPECIFIC LOCATION:
DIRECTION: NB, SB
CITY/STATE: Newport, OR
DATE: Mar 30 2023 - Apr 1 2023

Start Time	Mon	Tue	Wed	Thu 30 Mar 23	Fri 31 Mar 23	Average Weekday Hourly Traffic	Sat 1 Apr 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				14	5	10	8		9	
01:00 AM				9	3	6	8		7	
02:00 AM				9	3	6	0		4	
03:00 AM				0	0	0	3		1	
04:00 AM				2	3	3	4		3	
05:00 AM				4	4	4	3		4	
06:00 AM				16	18	17	10		15	
07:00 AM				40	32	36	24		32	
08:00 AM				80	73	77	56		70	
09:00 AM				88	92	90	87		89	
10:00 AM				142	140	141	**156**		146	
11:00 AM				**166**	**171**	**169**	155		**164**	
12:00 PM				**245**	198	222	185		209	
01:00 PM				228	**243**	**236**	191		**221**	
02:00 PM				230	196	213	194		207	
03:00 PM				228	192	210	**202**		207	
04:00 PM				195	178	187	163		179	
05:00 PM				234	179	207	151		188	
06:00 PM				119	120	120	107		115	
07:00 PM				85	86	86	109		93	
08:00 PM				57	60	59	77		65	
09:00 PM				39	35	37	49		41	
10:00 PM				35	44	40	32		37	
11:00 PM				13	18	16	20		17	
Day Total				2278	2093	2192	1994		2123	
% Weekday Average				103.9%	95.5%					
% Week Average				107.3%	98.6%	103.3%	93.9%			
AM Peak Volume				11:00 AM 166	11:00 AM 171	11:00 AM 169	10:00 AM 156		11:00 AM 164	
PM Peak Volume				12:00 PM 245	1:00 PM 243	1:00 PM 236	3:00 PM 202		1:00 PM 221	

Comments:

Report generated on 4/6/2023 4:43 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr btwn NW 15th St & NW 14th St
QC JOB #: 16145506
SPECIFIC LOCATION:
DIRECTION: SB
CITY/STATE: Newport, OR
DATE: Mar 30 2023 - Apr 1 2023

Start Time	Mon	Tue	Wed	Thu 30 Mar 23	Fri 31 Mar 23	Average Weekday Hourly Traffic	Sat 1 Apr 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				6	3	5	3		4	
01:00 AM				4	0	2	4		3	
02:00 AM				5	1	3	0		2	
03:00 AM				0	0	0	1		0	
04:00 AM				1	2	2	1		1	
05:00 AM				1	1	1	2		1	
06:00 AM				4	7	6	4		5	
07:00 AM				17	16	17	10		14	
08:00 AM				37	33	35	23		31	
09:00 AM				37	45	41	42		41	
10:00 AM				64	56	60	59		60	
11:00 AM				**76**	**69**	**73**	**67**		**71**	
12:00 PM				117	88	103	78		94	
01:00 PM				100	**110**	**105**	86		**99**	
02:00 PM				**123**	83	103	90		99	
03:00 PM				100	82	91	**99**		94	
04:00 PM				96	80	88	76		84	
05:00 PM				113	66	90	61		80	
06:00 PM				64	62	63	49		58	
07:00 PM				42	40	41	50		44	
08:00 PM				18	30	24	41		30	
09:00 PM				14	17	16	22		18	
10:00 PM				13	16	15	20		16	
11:00 PM				7	10	9	11		9	
Day Total				1059	917	993	899		958	
% Weekday Average				106.6%	92.3%					
% Week Average				110.5%	95.7%	103.7%	93.8%			
AM Peak Volume				11:00 AM 76	11:00 AM 69	11:00 AM 73	11:00 AM 67		11:00 AM 71	
PM Peak Volume				2:00 PM 123	1:00 PM 110	1:00 PM 105	3:00 PM 99		1:00 PM 99	

Comments:

Report generated on 4/6/2023 4:43 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: N Coast Hwy/US-101 south of NE 31st St
QC JOB #: 16278301
SPECIFIC LOCATION:
DIRECTION: NB
CITY/STATE: Newport, OR
DATE: Jul 20 2023 - Jul 22 2023

Start Time	Mon	Tue	Wed	Thu 20 Jul 23	Fri 21 Jul 23	Average Weekday Hourly Traffic	Sat 22 Jul 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				19	32	26	38		30	
01:00 AM				25	26	26	25		25	
02:00 AM				18	22	20	15		18	
03:00 AM				18	18	18	12		16	
04:00 AM				33	42	38	28		34	
05:00 AM				73	80	77	74		76	
06:00 AM				199	128	164	75		134	
07:00 AM				285	290	288	185		253	
08:00 AM				416	398	407	277		364	
09:00 AM				507	569	538	502		526	
10:00 AM				609	638	624	650		632	
11:00 AM				**724**	**809**	**767**	**721**		**751**	
12:00 PM				800	819	810	788		802	
01:00 PM				821	800	811	882		834	
02:00 PM				854	826	840	898		859	
03:00 PM				901	**953**	**927**	**927**		**927**	
04:00 PM				**912**	887	900	846		882	
05:00 PM				848	941	895	717		835	
06:00 PM				723	728	726	673		708	
07:00 PM				513	514	514	518		515	
08:00 PM				336	351	344	351		346	
09:00 PM				227	249	238	280		252	
10:00 PM				126	186	156	157		156	
11:00 PM				67	90	79	89		82	
Day Total				10054	10396	10233	9728		10057	
% Weekday Average				98.3%	101.6%					
% Week Average				100%	103.4%	101.8%	96.7%			
AM Peak Volume				11:00 AM 724	11:00 AM 809	11:00 AM 767	11:00 AM 721		11:00 AM 751	
PM Peak Volume				4:00 PM 912	3:00 PM 953	3:00 PM 927	3:00 PM 927		3:00 PM 927	

Comments:

Report generated on 7/26/2023 4:11 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: N Coast Hwy/US-101 south of NE 31st St
QC JOB #: 16278301
SPECIFIC LOCATION:
DIRECTION: NB, SB
CITY/STATE: Newport, OR
DATE: Jul 20 2023 - Jul 22 2023

Start Time	Mon	Tue	Wed	Thu 20 Jul 23	Fri 21 Jul 23	Average Weekday Hourly Traffic	Sat 22 Jul 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				42	64	53	68		58	
01:00 AM				49	46	48	43		46	
02:00 AM				37	44	41	40		40	
03:00 AM				55	52	54	32		46	
04:00 AM				86	95	91	74		85	
05:00 AM				171	172	172	176		173	
06:00 AM				453	376	415	214		348	
07:00 AM				817	712	765	421		650	
08:00 AM				971	938	955	658		856	
09:00 AM				1179	1176	1178	1126		1160	
10:00 AM				1355	1431	1393	1361		1382	
11:00 AM				**1508**	**1593**	**1551**	**1516**		**1539**	
12:00 PM				1596	1599	1598	1625		1607	
01:00 PM				1608	1626	1617	**1684**		1639	
02:00 PM				1605	1624	1615	1684		1638	
03:00 PM				**1661**	**1722**	**1692**	1649		**1677**	
04:00 PM				1657	1684	1671	1627		1656	
05:00 PM				1523	1653	1588	1388		1521	
06:00 PM				1255	1274	1265	1272		1267	
07:00 PM				842	953	898	933		909	
08:00 PM				623	687	655	686		665	
09:00 PM				487	499	493	566		517	
10:00 PM				276	376	326	346		333	
11:00 PM				113	167	140	182		154	
Day Total				19969	20563	20274	19371		19966	
% Weekday Average				98.5%	101.4%					
% Week Average				100%	103%	101.5%	97%			
AM Peak Volume				11:00 AM 1508	11:00 AM 1593	11:00 AM 1551	11:00 AM 1516		11:00 AM 1539	
PM Peak Volume				3:00 PM 1661	3:00 PM 1722	3:00 PM 1692	1:00 PM 1684		3:00 PM 1677	

Comments:

Report generated on 7/26/2023 4:11 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: N Coast Hwy/US-101 south of NE 31st St
QC JOB #: 16278301
SPECIFIC LOCATION:
DIRECTION: SB
CITY/STATE: Newport, OR
DATE: Jul 20 2023 - Jul 22 2023

Start Time	Mon	Tue	Wed	Thu 20 Jul 23	Fri 21 Jul 23	Average Weekday Hourly Traffic	Sat 22 Jul 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				23	32	28	30		28	
01:00 AM				24	20	22	18		21	
02:00 AM				19	22	21	25		22	
03:00 AM				37	34	36	20		30	
04:00 AM				53	53	53	46		51	
05:00 AM				98	92	95	102		97	
06:00 AM				254	248	251	139		214	
07:00 AM				532	422	477	236		397	
08:00 AM				555	540	548	381		492	
09:00 AM				672	607	640	624		634	
10:00 AM				746	**793**	770	711		750	
11:00 AM				**784**	784	**784**	**795**		**788**	
12:00 PM				**796**	780	788	**837**		804	
01:00 PM				787	**826**	**807**	802		**805**	
02:00 PM				751	798	775	786		778	
03:00 PM				760	769	765	722		750	
04:00 PM				745	797	771	781		774	
05:00 PM				675	712	694	671		686	
06:00 PM				532	546	539	599		559	
07:00 PM				329	439	384	415		394	
08:00 PM				287	336	312	335		319	
09:00 PM				260	250	255	286		265	
10:00 PM				150	190	170	189		176	
11:00 PM				46	77	62	93		72	
Day Total				9915	10167	10047	9643		9906	
% Weekday Average				98.7%	101.2%					
% Week Average				100.1%	102.6%	101.4%	97.3%			
AM Peak Volume				11:00 AM 784	10:00 AM 793	11:00 AM 784	11:00 AM 795		11:00 AM 788	
PM Peak Volume				12:00 PM 796	1:00 PM 826	1:00 PM 807	12:00 PM 837		1:00 PM 805	

Comments:

Report generated on 7/26/2023 4:11 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr south of Agate Beach State Wayside
QC JOB #: 16278302
SPECIFIC LOCATION:
DIRECTION: NB
CITY/STATE: Newport, OR
DATE: Jul 20 2023 - Jul 22 2023

Start Time	Mon	Tue	Wed	Thu 20 Jul 23	Fri 21 Jul 23	Average Weekday Hourly Traffic	Sat 22 Jul 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				8	4	6	5		6	
01:00 AM				5	2	4	4		4	
02:00 AM				3	1	2	2		2	
03:00 AM				0	1	1	2		1	
04:00 AM				0	0	0	2		1	
05:00 AM				1	6	4	2		3	
06:00 AM				7	6	7	5		6	
07:00 AM				16	20	18	21		19	
08:00 AM				38	37	38	38		38	
09:00 AM				57	53	55	68		59	
10:00 AM				45	**81**	63	80		69	
11:00 AM				**69**	67	**68**	**98**		**78**	
12:00 PM				81	81	81	90		84	
01:00 PM				**100**	74	87	**110**		95	
02:00 PM				86	99	93	110		**98**	
03:00 PM				83	99	91	93		92	
04:00 PM				82	87	85	83		84	
05:00 PM				86	**101**	**94**	83		90	
06:00 PM				77	48	63	66		64	
07:00 PM				46	56	51	61		54	
08:00 PM				38	56	47	48		47	
09:00 PM				25	27	26	29		27	
10:00 PM				20	13	17	25		19	
11:00 PM				10	14	12	7		10	
Day Total				983	1033	1013	1132		1050	
% Weekday Average				97%	102%					
% Week Average				93.6%	98.4%	96.5%	107.8%			
AM Peak Volume				11:00 AM 69	10:00 AM 81	11:00 AM 68	11:00 AM 98		11:00 AM 78	
PM Peak Volume				1:00 PM 100	5:00 PM 101	5:00 PM 94	1:00 PM 110		2:00 PM 98	

Comments:

Report generated on 7/26/2023 4:11 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr south of Agate Beach State Wayside
QC JOB #: 16278302
SPECIFIC LOCATION:
DIRECTION: NB, SB
CITY/STATE: Newport, OR
DATE: Jul 20 2023 - Jul 22 2023

Start Time	Mon	Tue	Wed	Thu 20 Jul 23	Fri 21 Jul 23	Average Weekday Hourly Traffic	Sat 22 Jul 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				11	7	9	10		9	
01:00 AM				8	3	6	7		6	
02:00 AM				3	3	3	4		3	
03:00 AM				0	1	1	4		2	
04:00 AM				0	1	1	3		1	
05:00 AM				1	11	6	8		7	
06:00 AM				16	15	16	17		16	
07:00 AM				47	53	50	47		49	
08:00 AM				78	79	79	73		77	
09:00 AM				107	122	115	124		118	
10:00 AM				120	**155**	138	180		152	
11:00 AM				**153**	153	**153**	**188**		**165**	
12:00 PM				181	181	181	190		184	
01:00 PM				**213**	168	191	**222**		201	
02:00 PM				181	**212**	**197**	218		**204**	
03:00 PM				185	196	191	200		194	
04:00 PM				170	184	177	193		182	
05:00 PM				171	185	178	159		172	
06:00 PM				130	111	121	130		124	
07:00 PM				88	117	103	136		114	
08:00 PM				77	95	86	102		91	
09:00 PM				54	45	50	68		56	
10:00 PM				41	32	37	39		37	
11:00 PM				15	27	21	18		20	
Day Total				2050	2156	2110	2340		2184	
% Weekday Average				97.2%	102.2%					
% Week Average				93.9%	98.7%	96.6%	107.1%			
AM Peak Volume				11:00 AM 153	10:00 AM 155	11:00 AM 153	11:00 AM 188		11:00 AM 165	
PM Peak Volume				1:00 PM 213	2:00 PM 212	2:00 PM 197	1:00 PM 222		2:00 PM 204	

Comments:

Report generated on 7/26/2023 4:11 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr south of Agate Beach State Wayside
QC JOB #: 16278302
SPECIFIC LOCATION:
DIRECTION: SB
CITY/STATE: Newport, OR
DATE: Jul 20 2023 - Jul 22 2023

Start Time	Mon	Tue	Wed	Thu 20 Jul 23	Fri 21 Jul 23	Average Weekday Hourly Traffic	Sat 22 Jul 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				3	3	3	5		4	
01:00 AM				3	1	2	3		2	
02:00 AM				0	2	1	2		1	
03:00 AM				0	0	0	2		1	
04:00 AM				0	1	1	1		1	
05:00 AM				0	5	3	6		4	
06:00 AM				9	9	9	12		10	
07:00 AM				31	33	32	26		30	
08:00 AM				40	42	41	35		39	
09:00 AM				50	69	60	56		58	
10:00 AM				75	74	75	**100**		83	
11:00 AM				**84**	**86**	**85**	90		**87**	
12:00 PM				100	100	100	100		100	
01:00 PM				**113**	94	**104**	**112**		**106**	
02:00 PM				95	**113**	104	108		105	
03:00 PM				102	97	100	107		102	
04:00 PM				88	97	93	110		98	
05:00 PM				85	84	85	76		82	
06:00 PM				53	63	58	64		60	
07:00 PM				42	61	52	75		59	
08:00 PM				39	39	39	54		44	
09:00 PM				29	18	24	39		29	
10:00 PM				21	19	20	14		18	
11:00 PM				5	13	9	11		10	
Day Total				1067	1123	1100	1208		1133	
% Weekday Average				97%	102.1%					
% Week Average				94.2%	99.1%	97.1%	106.6%			
AM Peak Volume				11:00 AM 84	11:00 AM 86	11:00 AM 85	10:00 AM 100		11:00 AM 87	
PM Peak Volume				1:00 PM 113	2:00 PM 113	1:00 PM 104	1:00 PM 112		1:00 PM 106	

Comments:

Report generated on 7/26/2023 4:11 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr north of NW Pacific Pl/NW 25th St
QC JOB #: 16278303
SPECIFIC LOCATION:
DIRECTION: NB
CITY/STATE: Newport, OR
DATE: Jul 20 2023 - Jul 22 2023

Start Time	Mon	Tue	Wed	Thu 20 Jul 23	Fri 21 Jul 23	Average Weekday Hourly Traffic	Sat 22 Jul 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				6	3	5	3		4	
01:00 AM				4	2	3	2		3	
02:00 AM				0	1	1	2		1	
03:00 AM				1	0	1	2		1	
04:00 AM				2	6	4	1		3	
05:00 AM				8	7	8	9		8	
06:00 AM				19	22	21	19		20	
07:00 AM				41	36	39	42		40	
08:00 AM				61	58	60	68		62	
09:00 AM				40	80	60	75		65	
10:00 AM				74	71	73	89		78	
11:00 AM				**86**	**87**	**87**	**93**		**89**	
12:00 PM				**94**	75	85	**114**		94	
01:00 PM				81	102	92	106		**96**	
02:00 PM				86	99	93	95		93	
03:00 PM				85	89	87	95		90	
04:00 PM				90	**103**	**97**	82		92	
05:00 PM				77	59	68	68		68	
06:00 PM				44	49	47	68		54	
07:00 PM				42	60	51	53		52	
08:00 PM				34	34	34	30		33	
09:00 PM				22	16	19	20		19	
10:00 PM				14	14	14	11		13	
11:00 PM				4	5	5	8		6	
Day Total				1015	1078	1054	1155		1084	
% Weekday Average				96.3%	102.3%					
% Week Average				93.6%	99.4%	97.2%	106.5%			
AM Peak Volume				11:00 AM 86	11:00 AM 87	11:00 AM 87	11:00 AM 93		11:00 AM 89	
PM Peak Volume				12:00 PM 94	4:00 PM 103	4:00 PM 97	12:00 PM 114		1:00 PM 96	

Comments:

Report generated on 7/26/2023 4:11 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr north of NW Pacific Pl/NW 25th St
QC JOB #: 16278303
SPECIFIC LOCATION:
DIRECTION: NB, SB
CITY/STATE: Newport, OR
DATE: Jul 20 2023 - Jul 22 2023

Start Time	Mon	Tue	Wed	Thu 20 Jul 23	Fri 21 Jul 23	Average Weekday Hourly Traffic	Sat 22 Jul 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				11	6	9	10		9	
01:00 AM				6	4	5	8		6	
02:00 AM				0	1	1	4		2	
03:00 AM				3	0	2	3		2	
04:00 AM				3	12	8	6		7	
05:00 AM				20	21	21	23		21	
06:00 AM				62	52	57	40		51	
07:00 AM				92	85	89	90		89	
08:00 AM				131	146	139	129		135	
09:00 AM				138	158	148	189		162	
10:00 AM				163	174	169	187		175	
11:00 AM				**219**	**205**	**212**	**212**		**212**	
12:00 PM				**219**	188	204	**222**		**210**	
01:00 PM				179	**216**	198	207		201	
02:00 PM				203	207	**205**	211		207	
03:00 PM				179	211	195	206		199	
04:00 PM				194	199	197	161		185	
05:00 PM				145	140	143	150		145	
06:00 PM				84	122	103	155		120	
07:00 PM				90	118	104	120		109	
08:00 PM				81	54	68	85		73	
09:00 PM				55	38	47	44		46	
10:00 PM				26	35	31	31		31	
11:00 PM				8	9	9	14		10	
Day Total				2311	2401	2364	2507		2407	
% Weekday Average				97.8%	101.6%					
% Week Average				96%	99.8%	98.2%	104.2%			
AM Peak Volume				11:00 AM 219	11:00 AM 205	11:00 AM 212	11:00 AM 212		11:00 AM 212	
PM Peak Volume				12:00 PM 219	1:00 PM 216	2:00 PM 205	12:00 PM 222		12:00 PM 210	

Comments:

Report generated on 7/26/2023 4:11 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr north of NW Pacific Pl/NW 25th St
QC JOB #: 16278303
SPECIFIC LOCATION:
DIRECTION: SB
CITY/STATE: Newport, OR
DATE: Jul 20 2023 - Jul 22 2023

Start Time	Mon	Tue	Wed	Thu 20 Jul 23	Fri 21 Jul 23	Average Weekday Hourly Traffic	Sat 22 Jul 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				5	3	4	7		5	
01:00 AM				2	2	2	6		3	
02:00 AM				0	0	0	2		1	
03:00 AM				2	0	1	1		1	
04:00 AM				1	6	4	5		4	
05:00 AM				12	14	13	14		13	
06:00 AM				43	30	37	21		31	
07:00 AM				51	49	50	48		49	
08:00 AM				70	88	79	61		73	
09:00 AM				98	78	88	114		97	
10:00 AM				89	103	96	98		97	
11:00 AM				**133**	**118**	**126**	**119**		**123**	
12:00 PM				**125**	113	**119**	108		**115**	
01:00 PM				98	114	106	101		104	
02:00 PM				117	108	113	**116**		114	
03:00 PM				94	**122**	108	111		109	
04:00 PM				104	96	100	79		93	
05:00 PM				68	81	75	82		77	
06:00 PM				40	73	57	87		67	
07:00 PM				48	58	53	67		58	
08:00 PM				47	20	34	55		41	
09:00 PM				33	22	28	24		26	
10:00 PM				12	21	17	20		18	
11:00 PM				4	4	4	6		5	
Day Total				1296	1323	1314	1352		1324	
% Weekday Average				98.6%	100.7%					
% Week Average				97.9%	99.9%	99.2%	102.1%			
AM Peak Volume				11:00 AM 133	11:00 AM 118	11:00 AM 126	11:00 AM 119		11:00 AM 123	
PM Peak Volume				12:00 PM 125	3:00 PM 122	12:00 PM 119	2:00 PM 116		12:00 PM 115	

Comments:

Report generated on 7/26/2023 4:11 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr btwn NW 16th St & NW 15th St
QC JOB #: 16278304
SPECIFIC LOCATION:
DIRECTION: NB
CITY/STATE: Newport, OR
DATE: Jul 20 2023 - Jul 22 2023

Start Time	Mon	Tue	Wed	Thu 20 Jul 23	Fri 21 Jul 23	Average Weekday Hourly Traffic	Sat 22 Jul 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				6	5	6	5		5	
01:00 AM				5	5	5	4		5	
02:00 AM				4	2	3	1		2	
03:00 AM				0	1	1	1		1	
04:00 AM				4	3	4	4		4	
05:00 AM				1	2	2	3		2	
06:00 AM				13	13	13	9		12	
07:00 AM				28	30	29	23		27	
08:00 AM				59	57	58	42		53	
09:00 AM				73	84	79	86		81	
10:00 AM				98	118	108	**114**		110	
11:00 AM				**164**	**134**	**149**	113		**137**	
12:00 PM				147	142	145	123		137	
01:00 PM				**176**	146	161	155		159	
02:00 PM				160	**185**	**173**	**156**		**167**	
03:00 PM				161	181	171	140		161	
04:00 PM				146	153	150	122		140	
05:00 PM				153	182	168	105		147	
06:00 PM				102	82	92	86		90	
07:00 PM				72	74	73	82		76	
08:00 PM				57	69	63	72		66	
09:00 PM				39	37	38	36		37	
10:00 PM				16	14	15	31		20	
11:00 PM				8	10	9	6		8	
Day Total				1692	1729	1715	1519		1647	
% Weekday Average				98.7%	100.8%					
% Week Average				102.7%	105%	104.1%	92.2%			
AM Peak Volume				11:00 AM 164	11:00 AM 134	11:00 AM 149	10:00 AM 114		11:00 AM 137	
PM Peak Volume				1:00 PM 176	2:00 PM 185	2:00 PM 173	2:00 PM 156		2:00 PM 167	

Comments:

Report generated on 7/26/2023 4:11 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr btwn NW 16th St & NW 15th St
QC JOB #: 16278304
SPECIFIC LOCATION:
DIRECTION: NB, SB
CITY/STATE: Newport, OR
DATE: Jul 20 2023 - Jul 22 2023

Start Time	Mon	Tue	Wed	Thu 20 Jul 23	Fri 21 Jul 23	Average Weekday Hourly Traffic	Sat 22 Jul 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				8	8	8	10		9	
01:00 AM				8	8	8	9		8	
02:00 AM				6	5	6	2		4	
03:00 AM				0	1	1	3		1	
04:00 AM				5	5	5	5		5	
05:00 AM				4	7	6	7		6	
06:00 AM				21	22	22	19		21	
07:00 AM				54	53	54	29		45	
08:00 AM				98	94	96	86		93	
09:00 AM				126	143	135	150		140	
10:00 AM				173	191	182	207		190	
11:00 AM				**285**	**221**	**253**	**214**		**240**	
12:00 PM				261	268	265	230		253	
01:00 PM				**319**	257	288	252		276	
02:00 PM				289	**313**	**301**	**273**		**292**	
03:00 PM				284	304	294	260		283	
04:00 PM				246	272	259	219		246	
05:00 PM				261	285	273	187		244	
06:00 PM				161	159	160	160		160	
07:00 PM				123	136	130	149		136	
08:00 PM				100	118	109	114		111	
09:00 PM				74	67	71	78		73	
10:00 PM				39	38	39	53		43	
11:00 PM				18	28	23	21		22	
Day Total				2963	3003	2988	2737		2901	
% Weekday Average				99.2%	100.5%					
% Week Average				102.1%	103.5%	103%	94.3%			
AM Peak Volume				11:00 AM 285	11:00 AM 221	11:00 AM 253	11:00 AM 214		11:00 AM 240	
PM Peak Volume				1:00 PM 319	2:00 PM 313	2:00 PM 301	2:00 PM 273		2:00 PM 292	

Comments:

Report generated on 7/26/2023 4:11 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr btwn NW 16th St & NW 15th St
QC JOB #: 16278304
SPECIFIC LOCATION:
DIRECTION: SB
CITY/STATE: Newport, OR
DATE: Jul 20 2023 - Jul 22 2023

Start Time	Mon	Tue	Wed	Thu 20 Jul 23	Fri 21 Jul 23	Average Weekday Hourly Traffic	Sat 22 Jul 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				2	3	3	5		3	
01:00 AM				3	3	3	5		4	
02:00 AM				2	3	3	1		2	
03:00 AM				0	0	0	2		1	
04:00 AM				1	2	2	1		1	
05:00 AM				3	5	4	4		4	
06:00 AM				8	9	9	10		9	
07:00 AM				26	23	25	6		18	
08:00 AM				39	37	38	44		40	
09:00 AM				53	59	56	64		59	
10:00 AM				75	73	74	93		80	
11:00 AM				**121**	**87**	**104**	**101**		**103**	
12:00 PM				114	126	120	107		116	
01:00 PM				**143**	111	127	97		117	
02:00 PM				129	**128**	**129**	117		**125**	
03:00 PM				123	123	123	**120**		122	
04:00 PM				100	119	110	97		105	
05:00 PM				108	103	106	82		98	
06:00 PM				59	77	68	74		70	
07:00 PM				51	62	57	67		60	
08:00 PM				43	49	46	42		45	
09:00 PM				35	30	33	42		36	
10:00 PM				23	24	24	22		23	
11:00 PM				10	18	14	15		14	
Day Total				1271	1274	1278	1218		1255	
% Weekday Average				99.5%	99.7%					
% Week Average				101.3%	101.5%	101.8%	97.1%			
AM Peak Volume				11:00 AM 121	11:00 AM 87	11:00 AM 104	11:00 AM 101		11:00 AM 103	
PM Peak Volume				1:00 PM 143	2:00 PM 128	2:00 PM 129	3:00 PM 120		2:00 PM 125	

Comments:

Report generated on 7/26/2023 4:11 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW 15th St east of NW Oceanview Dr
QC JOB #: 16278305
SPECIFIC LOCATION:
DIRECTION: EB
CITY/STATE: Newport, OR
DATE: Jul 20 2023 - Jul 22 2023

Start Time	Mon	Tue	Wed	Thu 20 Jul 23	Fri 21 Jul 23	Average Weekday Hourly Traffic	Sat 22 Jul 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				0	0	0	1		0	
01:00 AM				0	0	0	1		0	
02:00 AM				0	1	1	2		1	
03:00 AM				0	0	0	0		0	
04:00 AM				1	1	1	0		1	
05:00 AM				1	1	1	1		1	
06:00 AM				5	2	4	2		3	
07:00 AM				6	10	8	9		8	
08:00 AM				13	13	13	12		13	
09:00 AM				16	18	17	28		21	
10:00 AM				23	**30**	27	**30**		**28**	
11:00 AM				**33**	24	**29**	17		25	
12:00 PM				31	**34**	33	32		32	
01:00 PM				**39**	33	**36**	27		33	
02:00 PM				36	30	33	38		35	
03:00 PM				34	32	33	**42**		**36**	
04:00 PM				19	26	23	24		23	
05:00 PM				27	21	24	24		24	
06:00 PM				18	15	17	19		17	
07:00 PM				11	16	14	19		15	
08:00 PM				17	12	15	10		13	
09:00 PM				12	15	14	11		13	
10:00 PM				9	1	5	6		5	
11:00 PM				0	4	2	0		1	
Day Total				351	339	350	355		348	
% Weekday Average				100.3%	96.9%					
% Week Average				100.9%	97.4%	100.6%	102%			
AM Peak Volume				11:00 AM 33	10:00 AM 30	11:00 AM 29	10:00 AM 30		10:00 AM 28	
PM Peak Volume				1:00 PM 39	12:00 PM 34	1:00 PM 36	3:00 PM 42		3:00 PM 36	

Comments:

Report generated on 7/26/2023 4:11 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW 15th St east of NW Oceanview Dr
QC JOB #: 16278305
SPECIFIC LOCATION:
DIRECTION: EB, WB
CITY/STATE: Newport, OR
DATE: Jul 20 2023 - Jul 22 2023

Start Time	Mon	Tue	Wed	Thu 20 Jul 23	Fri 21 Jul 23	Average Weekday Hourly Traffic	Sat 22 Jul 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				2	1	2	2		2	
01:00 AM				1	0	1	1		1	
02:00 AM				0	2	1	2		1	
03:00 AM				0	0	0	1		0	
04:00 AM				4	2	3	1		2	
05:00 AM				1	2	2	2		2	
06:00 AM				8	5	7	5		6	
07:00 AM				16	21	19	18		18	
08:00 AM				35	34	35	31		33	
09:00 AM				47	46	47	61		51	
10:00 AM				63	66	65	**69**		**66**	
11:00 AM				**84**	**67**	**76**	47		66	
12:00 PM				88	94	91	72		85	
01:00 PM				**98**	85	92	73		85	
02:00 PM				87	**106**	**97**	**94**		**96**	
03:00 PM				95	94	95	89		93	
04:00 PM				74	82	78	69		75	
05:00 PM				80	89	85	57		75	
06:00 PM				60	51	56	46		52	
07:00 PM				34	30	32	37		34	
08:00 PM				34	24	29	27		28	
09:00 PM				23	28	26	21		24	
10:00 PM				11	4	8	15		10	
11:00 PM				2	9	6	6		6	
Day Total				947	942	953	846		911	
% Weekday Average				99.4%	98.8%					
% Week Average				104%	103.4%	104.6%	92.9%			
AM Peak Volume				11:00 AM 84	11:00 AM 67	11:00 AM 76	10:00 AM 69		10:00 AM 66	
PM Peak Volume				1:00 PM 98	2:00 PM 106	2:00 PM 97	2:00 PM 94		2:00 PM 96	

Comments:

Report generated on 7/26/2023 4:11 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW 15th St east of NW Oceanview Dr
QC JOB #: 16278305
SPECIFIC LOCATION:
DIRECTION: WB
CITY/STATE: Newport, OR
DATE: Jul 20 2023 - Jul 22 2023

Start Time	Mon	Tue	Wed	Thu 20 Jul 23	Fri 21 Jul 23	Average Weekday Hourly Traffic	Sat 22 Jul 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				2	1	2	1		1	
01:00 AM				1	0	1	0		0	
02:00 AM				0	1	1	0		0	
03:00 AM				0	0	0	1		0	
04:00 AM				3	1	2	1		2	
05:00 AM				0	1	1	1		1	
06:00 AM				3	3	3	3		3	
07:00 AM				10	11	11	9		10	
08:00 AM				22	21	22	19		21	
09:00 AM				31	28	30	33		31	
10:00 AM				40	36	38	**39**		38	
11:00 AM				**51**	**43**	**47**	30		**41**	
12:00 PM				57	60	59	40		52	
01:00 PM				59	52	56	46		52	
02:00 PM				51	**76**	**64**	**56**		**61**	
03:00 PM				**61**	62	62	47		57	
04:00 PM				55	56	56	45		52	
05:00 PM				53	68	61	33		51	
06:00 PM				42	36	39	27		35	
07:00 PM				23	14	19	18		18	
08:00 PM				17	12	15	17		15	
09:00 PM				11	13	12	10		11	
10:00 PM				2	3	3	9		5	
11:00 PM				2	5	4	6		4	
Day Total				596	603	608	491		561	
% Weekday Average				98%	99.2%					
% Week Average				106.2%	107.5%	108.4%	87.5%			
AM Peak Volume				11:00 AM 51	11:00 AM 43	11:00 AM 47	10:00 AM 39		11:00 AM 41	
PM Peak Volume				3:00 PM 61	2:00 PM 76	2:00 PM 64	2:00 PM 56		2:00 PM 61	

Comments:

Report generated on 7/26/2023 4:11 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr btwn NW 15th St & NW 14th St
QC JOB #: 16278306
SPECIFIC LOCATION:
DIRECTION: NB
CITY/STATE: Newport, OR
DATE: Jul 20 2023 - Jul 22 2023

Start Time	Mon	Tue	Wed	Thu 20 Jul 23	Fri 21 Jul 23	Average Weekday Hourly Traffic	Sat 22 Jul 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				4	4	4	5		4	
01:00 AM				3	5	4	4		4	
02:00 AM				4	0	2	3		2	
03:00 AM				0	1	1	0		0	
04:00 AM				1	2	2	3		2	
05:00 AM				0	1	1	3		1	
06:00 AM				11	8	10	5		8	
07:00 AM				22	25	24	21		23	
08:00 AM				47	43	45	32		41	
09:00 AM				54	63	59	67		61	
10:00 AM				67	**101**	84	**93**		87	
11:00 AM				**122**	100	**111**	90		**104**	
12:00 PM				108	100	104	97		102	
01:00 PM				**134**	108	121	115		119	
02:00 PM				125	129	**127**	**130**		**128**	
03:00 PM				115	**135**	125	115		122	
04:00 PM				102	113	108	92		102	
05:00 PM				111	114	113	91		105	
06:00 PM				71	58	65	74		68	
07:00 PM				58	62	60	77		66	
08:00 PM				53	62	58	59		58	
09:00 PM				38	31	35	35		35	
10:00 PM				17	12	15	23		17	
11:00 PM				6	7	7	5		6	
Day Total				1273	1284	1285	1239		1265	
% Weekday Average				99.1%	99.9%					
% Week Average				100.6%	101.5%	101.6%	97.9%			
AM Peak Volume				11:00 AM 122	10:00 AM 101	11:00 AM 111	10:00 AM 93		11:00 AM 104	
PM Peak Volume				1:00 PM 134	3:00 PM 135	2:00 PM 127	2:00 PM 130		2:00 PM 128	

Comments:

Report generated on 7/26/2023 4:11 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr btwn NW 15th St & NW 14th St
QC JOB #: 16278306
SPECIFIC LOCATION:
DIRECTION: NB, SB
CITY/STATE: Newport, OR
DATE: Jul 20 2023 - Jul 22 2023

Start Time	Mon	Tue	Wed	Thu 20 Jul 23	Fri 21 Jul 23	Average Weekday Hourly Traffic	Sat 22 Jul 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				6	7	7	10		8	
01:00 AM				6	8	7	8		7	
02:00 AM				6	2	4	3		4	
03:00 AM				0	1	1	2		1	
04:00 AM				1	2	2	5		3	
05:00 AM				2	5	4	7		5	
06:00 AM				17	14	16	11		14	
07:00 AM				48	46	47	30		41	
08:00 AM				84	74	79	71		76	
09:00 AM				100	119	110	112		110	
10:00 AM				129	165	147	175		156	
11:00 AM				**233**	**170**	**202**	**176**		**193**	
12:00 PM				208	218	213	199		208	
01:00 PM				**252**	201	227	197		217	
02:00 PM				237	236	**237**	**233**		**235**	
03:00 PM				227	**247**	237	207		227	
04:00 PM				199	219	209	175		198	
05:00 PM				205	207	206	164		192	
06:00 PM				124	126	125	153		134	
07:00 PM				104	119	112	137		120	
08:00 PM				92	105	99	98		98	
09:00 PM				72	55	64	70		66	
10:00 PM				33	34	34	43		37	
11:00 PM				17	23	20	20		20	
Day Total				2402	2403	2409	2306		2370	
% Weekday Average				99.7%	99.8%					
% Week Average				101.4%	101.4%	101.6%	97.3%			
AM Peak Volume				11:00 AM 233	11:00 AM 170	11:00 AM 202	11:00 AM 176		11:00 AM 193	
PM Peak Volume				1:00 PM 252	3:00 PM 247	2:00 PM 237	2:00 PM 233		2:00 PM 235	

Comments:

Report generated on 7/26/2023 4:11 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Type of report: Tube Count - Volume Data

LOCATION: NW Oceanview Dr btwn NW 15th St & NW 14th St
QC JOB #: 16278306
SPECIFIC LOCATION:
DIRECTION: SB
CITY/STATE: Newport, OR
DATE: Jul 20 2023 - Jul 22 2023

Start Time	Mon	Tue	Wed	Thu 20 Jul 23	Fri 21 Jul 23	Average Weekday Hourly Traffic	Sat 22 Jul 23	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				2	3	3	5		3	
01:00 AM				3	3	3	4		3	
02:00 AM				2	2	2	0		1	
03:00 AM				0	0	0	2		1	
04:00 AM				0	0	0	2		1	
05:00 AM				2	4	3	4		3	
06:00 AM				6	6	6	6		6	
07:00 AM				26	21	24	9		19	
08:00 AM				37	31	34	39		36	
09:00 AM				46	56	51	45		49	
10:00 AM				62	64	63	82		69	
11:00 AM				**111**	**70**	**91**	**86**		**89**	
12:00 PM				100	**118**	109	102		**107**	
01:00 PM				**118**	93	106	82		98	
02:00 PM				112	107	110	**103**		107	
03:00 PM				112	112	**112**	92		105	
04:00 PM				97	106	102	83		95	
05:00 PM				94	93	94	73		87	
06:00 PM				53	68	61	79		67	
07:00 PM				46	57	52	60		54	
08:00 PM				39	43	41	39		40	
09:00 PM				34	24	29	35		31	
10:00 PM				16	22	19	20		19	
11:00 PM				11	16	14	15		14	
Day Total				1129	1119	1129	1067		1104	
% Weekday Average				100%	99.1%					
% Week Average				102.3%	101.4%	102.3%	96.6%			
AM Peak Volume				11:00 AM 111	11:00 AM 70	11:00 AM 91	11:00 AM 86		11:00 AM 89	
PM Peak Volume				1:00 PM 118	12:00 PM 118	3:00 PM 112	2:00 PM 103		12:00 PM 107	

Comments:

Report generated on 7/26/2023 4:11 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

Appendix B

CITY OF NEWPORT, LINCOLN COUNTY

OCEANVIEW DR and Intersectional Crashes at OCEANVIEW DR, City of Newport, Lincoln County, 01/01/2017 to 12/31/2021

1 - 5 of 12 Crash records shown.

SER# / INVEST / RD DPT / UNLOC?	S P E D	A L C	D R U G S	M J N V	S I H L	C N	W O R K	DATE / DAY / TIME / LAT	CLASS / DIST / FROM / LONG	CITY STREET / FIRST STREET / SECOND STREET / LRS	RD CHAR / DIRECT / LOCTN	INT-TYPE (MEDIAN) / LEGS (#LANES)	INT-REL / TRAF-CONTL	OFFRD / RNDBT / DRVWY	WTHR / SURF / LIGHT	CRASH / COLL / SVRTY	V#	SPCL USE / TRLR QTY / OWNER / TYPE	MOVE / FROM / TO	P#	PRTC / INJ / SVRTY	A G E	S E X	LICNS / RES	PED LOC	ERROR	ACT	EVENT	CAUSE
00301	N	N	N	N	N	N		06/30/2020	17	21ST PL	INTER	3-LEG	N	Y	RAIN	FIX OBJ	01	NONE 9	STRGHT									062	16
CITY								TU	0	OCEANVIEW DR	S		NONE	N	WET	FIX		N/A	S -N							000		00
N								6A			05	0		N	DAY	PDO		PSNGR CAR		01	DRVR NONE	00	Unk	UNK		000	000		00
N								44 39 8.05	-124 3 24.36															UNK					
00578	N	N	N	N				10/12/2019	17	OCEANVIEW DR	INTER	4-LEG	N	N	CLR	S-STRGHT	01	NONE 9	STRGHT										06
NO RPT								SA	0	SPRING ST	NE		UNKNOWN	N	DRY	SS-O		N/A	NE-SW							031		00
N								11A			05	0		N	DAY	PDO		PSNGR CAR		01	DRVR NONE	00	Unk	UNK		000	000		00
N								44 38 44.16	-124 3 33.69															UNK					
																	02	NONE 9	STRGHT										
																		N/A	NE-SW							000		00
																		PSNGR CAR		01	DRVR NONE	00	Unk	UNK		000	000		00
																								UNK					
00517	N	N	N	N	N	N		09/11/2019	17	OCEANVIEW DR	CURVE		N	N	CLR	O-STRGHT	01	NONE 9	STRGHT										05,27
CITY								WE	50	SPRING ST	NE	(NONE)	NONE	N	DRY	SS-M		N/A	SW-NE							088		00
Y								3P			06			N	DAY	PDO		PSNGR CAR		01	DRVR NONE	00	Unk	UNK		000	000		00
N								44 38 44.95	-124 3 32.58			(02)												UNK					
																	02	NONE 9	STRGHT										
																		N/A	NE-SW							000		00
																		PSNGR CAR		01	DRVR NONE	00	Unk	UNK		000	000		00
																								UNK					
00653	N	N	N	N	N	N		11/16/2019	19	OCEANVIEW DR	INTER	CROSS	N	N	CLR	ANGL-OTH	01	NONE 9	STRGHT										02
CITY								SA	0	15TH ST	CN		UNKNOWN	N	DRY	ANGL		N/A	S -N							000		00
N								5P			04	0		N	DUSK	PDO		PSNGR CAR		01	DRVR NONE	00	Unk	UNK		000	000		00
N								44 38 53.78	-124 3 26.78															UNK					
																	02	NONE 9	STRGHT										
																		N/A	W -E							000		00
																		PSNGR CAR		01	DRVR NONE	00	Unk	UNK		000	000		00
																								UNK					
00679	Y	Y	N	N	N	N		12/24/2020	17	NW OCEANVIEW DR	INTER	3-LEG	N	Y	RAIN	FIX OBJ	01	NONE 0	STRGHT									079,010	16,30
CITY								TH	0	NW 19TH ST	N		STOP SIGN	N	WET	FIX		PRVTE	N -S							000	079,010	00
N								12A			06	0		N	DARK	INJ		PSNGR CAR		01	DRVR INJC	30	M	NONE	016,050,081	025		16,30
N								44 39 3.39	-124 3 23.4															OR<25					
00323	N	Y	N	N	N	N		05/26/2017	17	NW OCEANVIEW DR	STRGHT		N	Y	CLR	S-STRGHT	01	NONE 9	STRGHT										33,06
CITY								FR	50	NW 19TH ST	N	(NONE)	UNKNOWN	N	DRY	SS-O		N/A	S -N							031		00
N								3P			07			N	DAY	PDO		PSNGR CAR		01	DRVR NONE	00	Unk	UNK		000	000		00
N								44 39 4.08	-124 3 23.64			(02)												UNK					

CITY OF NEWPORT, LINCOLN COUNTY

OCEANVIEW DR and Intersectional Crashes at OCEANVIEW DR, City of Newport, Lincoln County, 01/01/2017 to 12/31/2021

6 - 11 of 12 Crash records shown.

SER# / INVEST / RD DPT / UNLOC?	S P E D	A L C	D R U G S	M J I N V	S C H L	W O R K	DATE / DAY / TIME / LAT	CLASS / DIST / FROM / LONG	CITY STREET / FIRST STREET / SECOND STREET / LRS	RD CHAR / DIRECT / LOCTN	INT-TYPE / (MEDIAN) / LEGS / (#LANES)	INT-REL / TRAF- / CONTL	OFFRD / RNDBT / DRVWY	WTHR / SURF / LIGHT	CRASH / COLL / SVRTY	V#	SPCL USE / TRLR QTY / OWNER / TYPE	MOVE / FROM / TO	P#	PRTC / TYPE	INJ / SVRTY	A G E	S E X	LICNS / RES	PED / LOC	ERROR	ACT	EVENT	CAUSE
																02	NONE 9	STOP											
																	N/A	S -N								011			00
																	TRUCK		01	DRVR	NONE	00	Unk	UNK		000	000		00
																								UNK					
00582	N	N	N	N	N	N	09/21/2021	17	NW OCEANVIEW DR	STRGHT		N	Y	CLR	S-STRGHT	01	NONE 9	STRGHT											07
CITY							TU	50	NW 20TH ST	N	(NONE)	NONE	N	DRY	REAR		N/A	N -S									000		00
Y							12A			06			N	DLIT	PDO		PSNGR CAR		01	DRVR	NONE	00	Unk	UNK		000	000		00
N							44 39 5.84	-124 3 24.27			(02)													UNK					
																02	NONE 9	STRGHT											
																	N/A	N -S								006			00
																	PSNGR CAR		01	DRVR	NONE	00	Unk	UNK		000	000		00
																								UNK					
00090	N	N	N	N	N	N	02/16/2021	17	OCEANVIEW DR	INTER	CROSS	N	N	RAIN	ANGL-OTH	01	NONE 9	TURN-L											40,02
CITY							TU	0	22ND ST	CN		STOP SIGN	N	WET	TURN		N/A	E -S									015		00
N							1P			02	0		N	DAY	PDO		PSNGR CAR		01	DRVR	NONE	00	Unk	UNK		000	000		00
N							44 39 9.75	-124 3 24.01																UNK					
																02	NONE 9	STRGHT											
																	N/A	S -N								000			00
																	PSNGR CAR		01	DRVR	NONE	00	Unk	UNK		000	000		00
																								UNK					
00160	Y	N	N	N			04/02/2018	17	OCEANVIEW DR	ALLEY		N	N	CLR	OVERTURN	01	NONE 0	STRGHT										124,013	01
CITY							MO	1025	25TH ST	N	(NONE)	NONE	N	DRY	NCOL		PRVTE	N -S									022	124,013	00
N							5P			03			N	DAY	INJ		MTRCYCLE		01	DRVR	INJB	24	M	OR-Y		047	000		01
N							44 39 30.53	-124 3 22.63			(02)													OR<25					
																02	NONE 0	STOP											
																	PRVTE	N -S								012			00
																	PSNGR CAR		01	DRVR	NONE	45	M	OTH-Y		000	000		00
																								N-RES					
00600	N	N	N	N	N	N	11/01/2020	17	OCEANVIEW DR	GRADE		N	Y	CLR	FIX OBJ	01	NONE 0	STRGHT										092,079	26
CITY							SU	200	25TH ST	N	(NONE)	NONE	N	DRY	FIX		PRVTE	S -N									007	092,079	26
Y							3P			08			N	DAY	INJ		PSNGR CAR		01	DRVR	INJB	31	M	NONE		080,081	000		00
N							44 39 22.82	-124 3 21.45			(02)													OR>25					
00072	N	N	N	N		Y	01/26/2017	17	OCEANVIEW DR	GRADE		N	Y	CLD	PED	01	NONE 0	STRGHT											32
CITY							TH	690	25TH ST	N	(NONE)	TEMP-BARR	N	DRY	PED		PRVTE	S -N									000		00
Y							3P			07			N	DAY	INJ		PSNGR CAR		01	DRVR	NONE	75	M	OR-Y		052	088		32
N							44 39 28.41	-124 3 22.06			(02)													OR>25					
																		-											
																		STRGHT	01	PED	INJC	44	M		SHLDR	000	046		00
																		S N											

CITY OF NEWPORT, LINCOLN COUNTY

OCEANVIEW DR and Intersectional Crashes at OCEANVIEW DR, City of Newport, Lincoln County, 01/01/2017 to 12/31/2021

12 - 12 of 12 Crash records shown.

SER# / INVEST / RD DPT / UNLOC?	S P E D	A L C	D R U G S	M J I N V	S C H L	W O R K	DATE / DAY / TIME / LAT	CLASS / DIST / FROM / LONG	CITY STREET / FIRST STREET / SECOND STREET / LRS	RD CHAR / DIRECT / LOCTN	INT-TYPE / (MEDIAN) / LEGS / (#LANES)	INT-REL / TRAF- / CONTL	OFFRD / RNDBT / DRVWY	WTHR / SURF / LIGHT	CRASH / COLL / SVRTY	V#	SPCL USE / TRLR QTY / OWNER / TYPE	MOVE / FROM / TO	P#	PRTC / TYPE	INJ / SVRTY	A G E	S E X	LICNS / RES	PED / LOC	ERROR	ACT	EVENT	CAUSE
00409	Y	N	N	N			08/01/2019	17	NW OCEANVIEW DR	GRADE		N	N	CLR	O-STRGHT	01	NONE 9	STRGHT										129	01,05
NO RPT							TH	100	N 12TH ST	NE	(NONE)	UNKNOWN	N	DRY	SS-M		N/A	NE-SW									088		00
Y							11A			07			N	DAY	PDO		PSNGR CAR		01	DRVR	NONE	00	Unk	UNK		000	000		00
N							44 38 45.23	-124 3 31.77			(02)													UNK					
																02	NONE 9	STRGHT											
																	N/A	SW-NE									000		00
																	PSNGR CAR		01	DRVR	NONE	00	Unk	UNK		000	000		00
																								UNK					

Appendix C

Intersection Sight Distance Summary and Recommendations

Intersection sight distance was assessed at specific intersections requested by the City, along the NW Oceanview Drive study corridor. Based on this assessment, sight distance mitigation measures are recommended that the following locations:

NW Oceanview Drive/NW 15th Street

To help ensure continued adequate intersection sight distance at the westbound NW 15th Street approach to NW Oceanview Drive, it is recommended that the City address (or work with the adjacent property owner) the trees/vegetation noted in Exhibit 10.

Exhibit 10 – NW Oceanview Drive/NW 15th Street (Looking north from NW 15th Street westbound)

NW Oceanview Drive/NW 17th Street

Due to the horizontal and vertical curvature of NW Oceanview Drive, the westbound NW 17th Street approach does not have sufficient intersection sight distance to the north (approximately 215 feet) or south (approximately 120 feet). In recognition of this, sight lines could be increased with the removal or trimming of the overhanging trees, shrubs, and overgrown groundcover identified in Exhibit 11 and 12.

Exhibit 11 – NW Oceanview Drive/NW 17th Street (Looking north from NW 17th Street westbound)

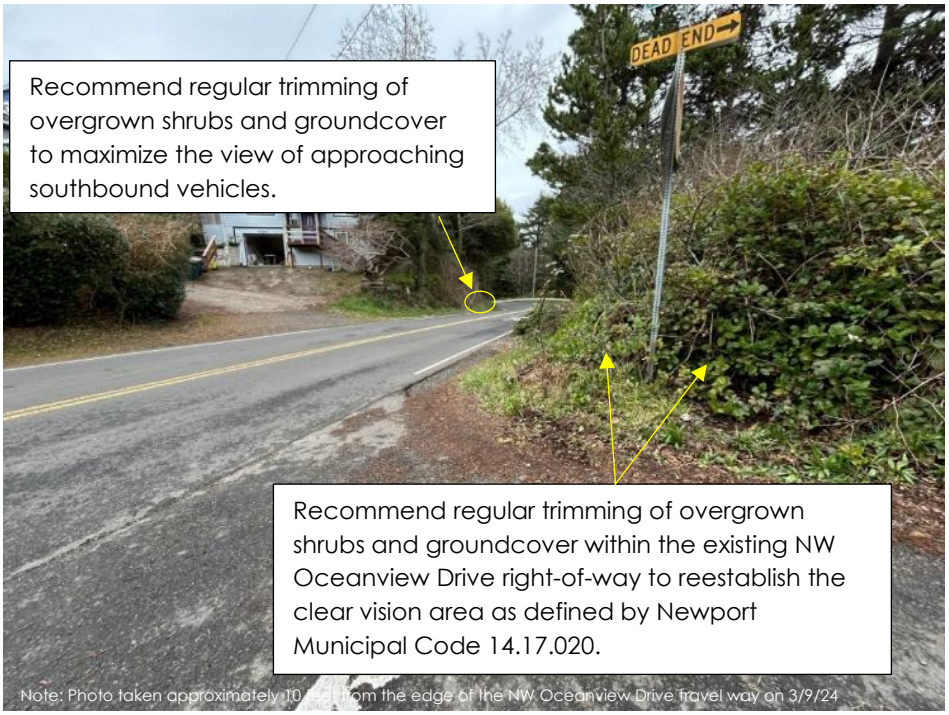


Exhibit 12 – NW Oceanview Drive/NW 17th Street (Looking south from NW 17th Street westbound)

NW Oceanview Drive/NW 22nd Street

To improve intersection sight distance, it is recommended that the City address (or work with the adjacent property owner) the trees/vegetation/groundcover identified in Exhibit 13, 14, and 15.

Exhibit 13 – NW Oceanview Drive/NW 22nd Street (Looking south from NW 22nd Street westbound)

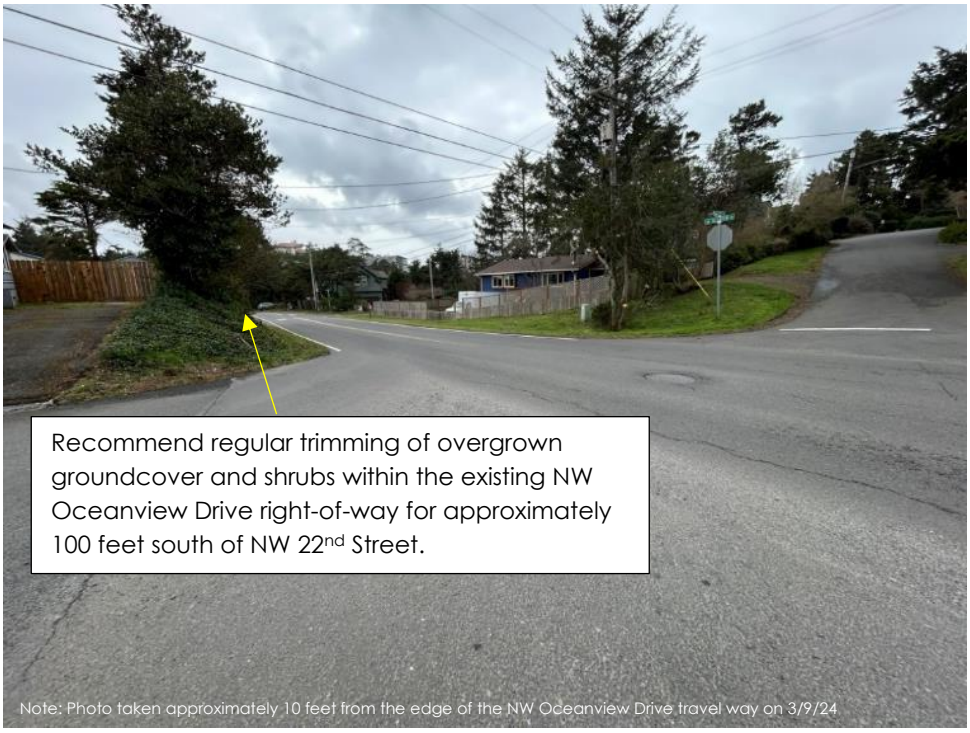


Exhibit 14 – NW Oceanview Drive/NW 22nd Street (Looking north from NW 22nd Street westbound)

Exhibit 15 – NW Oceanview Drive/NW 22nd Street (Looking north from NW 22nd Street eastbound)

NW Oceanview Drive/NW 33rd Street

Due to the horizontal curvature of NW Oceanview Drive, the westbound NW 33rd Street approach does not have sufficient intersection sight distance to the north (approximately 215 feet). In recognition of this, sight lines could at least be increased with the removal or trimming of the overhanging trees, shrubs, and overgrown groundcover identified in Exhibit 16.

Exhibit 16 - NW Oceanview Drive/NW 33rd Street (Looking north from NW 33rd Street westbound)

Exhibit 17 - NW Oceanview Drive/NW 33rd Street (Looking south from NW 33rd Street westbound)

Appendix D

KITTELSON & ASSOCIATES

Multi-Way Stop Application Criteria
Based on Section 2B.07 of the 2009 MUTCD

Project #:	28305
Project Name:	Oceanview Drive
Analyst:	jxh
Intersection:	Oceanview Drive and NW 15th Street
Data Date:	6/26/2023
Scenario:	Existing Volumes

85th Percentile Speed on Major Road> 40mph?	No
Factor (based on speed)	100%

MUTCD Criteria Met?
No

MUTCD Criteria Assessment

A. Is a signal justified? *(see separate spreadsheet for signal warrant analysis)*
No
Criteria Met? **No**

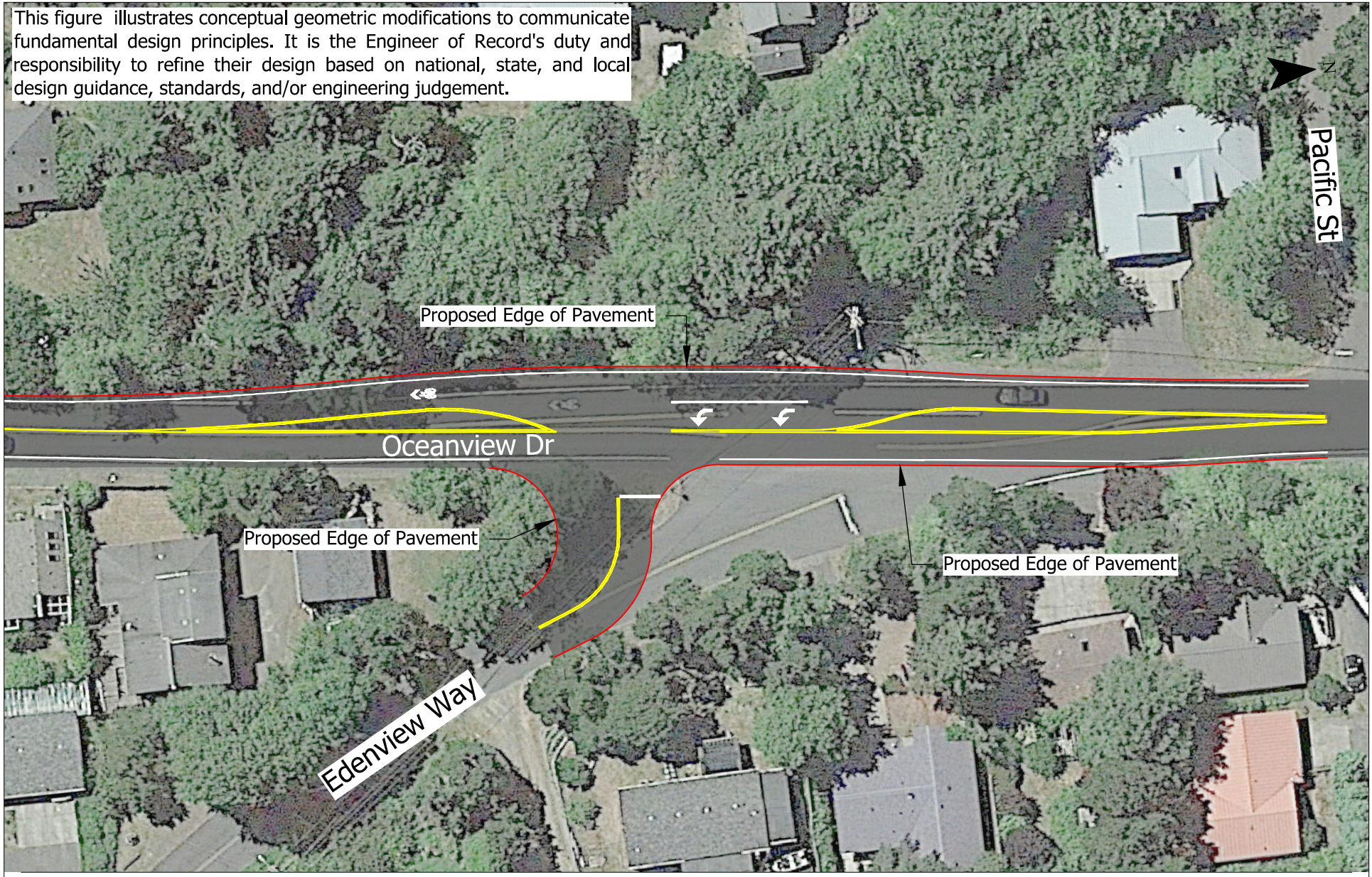
B. Is the number of reported crashes in a *12 month period* that are susceptible to correction by a multi-way stop installation five or more?
Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
crashes 1
Criteria Met? **No**

C. Minimum Volumes
1. Is the major road approach volume (total of both) at least 300 vph for min 8 hours? **and**
2. Are the combined ped, bike, and veh volume on minor approach (total of both) at least 200 units per hour for the same 8 hours as criteria C.1? **and**
Is the average delay to minor-street vehicular traffic at least 30 seconds per vehicle during the highest hour?
Average delay to minor-street vehicular traffic during the highest hour (seconds) 8.7
No
3. If the 85th percentile speed on the major road exceeds 40 mph, do volumes meet 70% of the values in C-1 and C-2?
FALSE
Criteria Met? **No**

D. If no previous criteria are met, are criteria B, C.1, and C.2 all satisfied to 80 percent of the minimum values?
Criteria Met? **No**

Volume Data:

								70% (Criteria C.3)			80% (Criteria D)		
Time Period	**From**	**To**	**Major Road: Both App.**	**Minor Road: Both App. (ped, bike, & veh)**	**C.1**	**C.2**	**C.1 and C.2 Met?**	**C.1**	**C.2**	**C.1 and C.2 Met?**	**C.1**	**C.2**	**C.1 and C.2 Met?**
1	0:00	1:00	7	2	No	No	No	No	No	No	No	No	No
2	1:00	2:00	7	1	No	No	No	No	No	No	No	No	No
3	2:00	3:00	5	1	No	No	No	No	No	No	No	No	No
4	3:00	4:00	1	0	No	No	No	No	No	No	No	No	No
5	4:00	5:00	4	2	No	No	No	No	No	No	No	No	No
6	5:00	6:00	5	1	No	No	No	No	No	No	No	No	No
7	6:00	7:00	19	3	No	No	No	No	No	No	No	No	No
8	7:00	8:00	49	11	No	No	No	No	No	No	No	No	No
9	8:00	9:00	83	22	No	No	No	No	No	No	No	No	No
10	9:00	10:00	115	30	No	No	No	No	No	No	No	No	No
11	10:00	11:00	158	38	No	No	No	No	No	No	No	No	No
12	11:00	12:00	215	47	No	No	No	Yes	No	No	No	No	No
13	12:00	13:00	224	59	No	No	No	Yes	No	No	No	No	No
14	13:00	14:00	248	56	No	No	No	Yes	No	No	Yes	No	No
15	14:00	15:00	256	64	No	No	No	Yes	No	No	Yes	No	No
16	15:00	16:00	248	62	No	No	No	Yes	No	No	Yes	No	No
17	16:00	17:00	218	56	No	No	No	Yes	No	No	No	No	No
18	17:00	18:00	219	61	No	No	No	Yes	No	No	No	No	No
19	18:00	19:00	133	39	No	No	No	No	No	No	No	No	No
20	19:00	20:00	117	19	No	No	No	No	No	No	No	No	No
21	20:00	21:00	104	15	No	No	No	No	No	No	No	No	No
22	21:00	22:00	68	12	No	No	No	No	No	No	No	No	No
23	22:00	23:00	39	3	No	No	No	No	No	No	No	No	No
24	23:00	0:00	21	4	No	No	No	No	No	No	No	No	No



Conceptual Intersection Realignment Alternative
Oceanview & Edenview Improvements

Figure
1

H:\28\28305 - Newport OR Traffic Studies & Warrants\design\exhibits\Oceanview Exhibit.dwg Mar 28, 2024 - 1:44pm - fwismer Layout Tab: Layout

KITTELSON & ASSOCIATES

From: Lindsey Brown <[redacted]>

Sent: Monday, April 1, 2024 1:53 PM

To: Erik Glover <E.Glover@NewportOregon.gov>

Subject: Public Comment on Oceanview Dr - To be read into the record

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

TO BE READ INTO THE RECORD

Dear Newport City Council,

May it be considered to make more apparent the reduction of speed to 25mph sign at the Edenview Way / Oceanview Dr intersection for Southbound traffic on Oceanview? Please consider changing this to the type of solar-powered sign that also displays the motorist's speed as they approach. The current sign here blends into vegetation and is not obviously seen. There is not another 25mph sign for southbound traffic for another 0.3 of a mile, south of NW 17th St.

Although the housing area clearly begins here, Southbound traffic zooms into the residential neighborhood at this point as the speed limit changes from 35mph to 25mph here. I encourage you to move this sign away from the vegetation and add a display screen so motorists can see how fast they are actually driving as they enter the residential area.

Thank you for studying this area to improve safety for all.

Sincerely,

Lindsey Brown

Concerned Resident on Oceanview Drive

From: Herb Fredricksen <[redacted]>

Sent: Monday, April 1, 2024 1:58 PM

To: Erik Glover <E.Glover@NewportOregon.gov>

Subject: Comment for tonight's City Council Meeting

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

Mr. Glover,

On tonight's City Council agenda is the Oceanview Drive item, #8.A. I cannot attend the meeting to comment. Please add the following to that agenda item and I'd like this to be read into the record. Thank you.

Herb Fredricksen

[redacted]

My name is Herb Fredricksen. I live at [redacted], Newport. I am on the City's Bicycle and Pedestrian Advisory Committee but I address the City Council today as a public citizen not representing the BPAC. I am a retired Civil Engineer (go Beavs). Among other duties, I was the project manager for approximately 20 miles of a 47 mile long cross county bike/ped pathway called the Vine Trail in Napa Valley, California. While I worked on this project, countless people commented to me how much they loved using the Vine Trail for outdoor activity, walking their dogs, recreational cycling, and to enjoy the outdoors. This is a great resource for a community.

While considering the options for public safety on Oceanview Dr., I ask the City Council to consider long term use of this public right of way. In particular, referencing City Council's Draft Goals and Objectives for 2024-25, Goal 25-C-5-(a) states, "Coordinate with FHWA, BLM, ODOT in getting the federal funding for the Lighthouse to Oceanview Dr. bike/pedestrian project into a formal agreement..." My questions are: Can this federal project be combined with other projects to create a ped/bike-friendly corridor into the City's center and how will use of Oceanview Drive be impacted by this federal project? When the feds complete the Lighthouse to Oceanview path, how will the Oceanview end of this project connect with the core of the City?

There has been talk for years about the Lighthouse to Lighthouse connection. I have read City correspondence about this connection dating back as far as the mid-1990s. People generally agree that this is a great idea. What a great resource for Newport's residents and visitors alike; a pedestrian and bike friendly corridor, State Park to State Park. With the pending Lighthouse to Oceanview project, now is the time to start planning for this. Oceanview Drive is prime right of way for this use since it is a low volume traffic corridor that is scenic and potentially safe for pedestrian and bicycle use.

While considering today the short term improvements for Oceanview Dr., please consider the long term use of this public right of way as a key segment of the Lighthouse to Lighthouse corridor. From my experience, this ped/bike corridor would be a great asset for the City of Newport.

Thank you for your consideration.

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: April 1, 2024

Agenda Item:
Authorization to File with the Department of Environmental Quality Applications for a Clean Water State Revolving Loan Fund (CWSRF) Loan to Provide Funds for the Design and Construction of Two City Wastewater Projects, Including the Influent Piping Replacement and the Dechlorination Project.

Background:
Last year, the City Council authorized the City Manager to submit an application for a Clean Water State Revolving Loan Fund loan to the Oregon Department of Environmental Quality for wastewater system improvements at a projected cost of $15.3 million. With changes in the Clean Water State Revolving Fund Loan program, Dig Deep Research is suggesting that the City modify its initial request by moving forward with two separate CWSRF loan applications. The first is for the influent pump station in the amount of $350,000 for replacement of interior pipes. This application will likely have loan forgiveness in the amount of the $175,000.

The second project would be for the dechlorination project with a loan request in the amount of $3,690,000 with principal forgiveness eligibility of $1,845,000.

With the loan programs being refined to provide principal forgiveness, I believe that a modification of our initial request is warranted.

Recommendation:
I recommend the City Council consider the following motion:

I move to authorize the City Manager to submit applications for the Clean Water State Revolving Loan Fund loans with the Oregon Department of Environmental Quality for the design and construction of two City wastewater projects including the influent pump station pipe replacement project for an amount of $350,000 and the dechlorination project in the amount of $3,690,000.

Fiscal Effects:
The rate increases approved by the City Council in the current fiscal year and proposed for the next fiscal year were based on repaying back the DEQ revolving loan fund approved in April of last year. There are sufficient funds generated by the rate increase to pay back debt for these two projects, particularly considering the principal forgiveness that would be part of both of these projects.

Alternatives:
As suggested by the City Council.

Respectfully submitted,

Spencer Nebel
City Manager

STAFF REPORT
CITY COUNCIL AGENDA ITEM

Date: March 26 2024

Title: Authorization to file with the Department of Environmental Quality (DEQ) applications for Clean Water State Revolving Fund (CWSRF) loans to provide funds for the design and construction of two city wastewater projects: 1) Influent Pump Station Pipe Replacement and 2) De-chlorination Project.

Prepared by: Cathie Rigby, Grant Manager

Recommended Motion:
I move that the Council authorize the City Manager to submit applications for Clean Water State Revolving Loan Fund loans with the Oregon Department of Environmental Quality for the design and construction of two city wastewater projects: 1) Influent Pump Station Pipe Replacement and 2) De-chlorination Project.

Background Information:
Dig Deep Research, in their efforts to find funding for infrastructure repairs, is recommending the City apply for loans with the State of Oregon Department of Environmental Quality (DEQ) for two critical wastewater system improvement projects.

1) The Influent Pump Station project will address the influent pump station pipe weld failures, preventing the dry-well section of the station from being flooded with raw sewage and causing failure of the station. When the City constructed this station 20 years ago, there was significant field welding and those welds are beginning to fail. If a catastrophic weld failure were to occur, the dry-well portion of the station would flood with raw sewage and require an emergency repair or replacement to maintain capacity. All interior pipes need to be replaced.
   Loan Request Total: Design & Construction $350,000
   Principal Forgiveness Eligibility: $175,000

2) De-chlorination Project will remedy the City's chronic violation of the chlorine residual limits in the City's discharge. This will be achieved by installing a permanent sodium bisulfite storage and feed facility to remove chlorine from (i.e., de-chlorinate) the wastewater treatment plant effluent before discharge to the ocean outfall. Excess chlorine in the effluent can be harmful to the natural environment after discharge. The City has experienced multiple exceedances of its effluent chlorine limit due to a lack of (or ineffective) de-chlorination.
   Loan Request Total: Design & Construction $3,690,000
   Principal Forgiveness Eligibility: $1,845,000

The funding strategy put forth by Dig Deep involves applying for loans while seeking additional funding sources to help cover some of the costs. Submitting loan applications does not commit the City, and the City reserves the right to adjust the loan amounts in any final loan agreements.

The prioritization of wastewater system improvements is outlined in the City's Wastewater Master Plan (WWMP), which is currently in draft form and has not been approved or adopted yet. The Department of Environmental Quality (DEQ) has been consulted and will provide input on any operational and performance issues, as well as future wastewater loads identified in the plan. This review process is still in its early stages and will influence the final design of these projects. It's important to understand that the planning involved in the design work may change to align with any adjustments identified during the DEQ review and the final adoption of the Wastewater Master Plan.

Fiscal Notes:
Application submissions have no fiscal impact. The City is not committed to borrowing any money until the Council reviews, considers, and authorizes the terms and conditions of any agreement with the Department of Environmental Quality. The City is eligible for principal forgiveness, based on affordability criteria, when it is ready to proceed to execute a loan agreement and if principal forgiveness reserves are still available.

Alternatives:
Withdraw any applications prepared by Dig Deep, requesting no low-interest revolving loan funds for these projects, or as suggested by the City Council.

Attachments:
Point Source Project Loan Application: WWMP Phase 2- Influent Pump Station Pipe Replacement
Point Source Project Loan Application: WWMP Phase 1: De-chlorination Project

Clear Form

State of Oregon Department of Environmental Quality

Point Source Project Loan Application
(Design and Construction Projects)

Contact: Regional Project Officer

Answer all requests for information in this application. List "N/A" for items that do not apply. Do not leave any section of this application blank.

DEQ will accept completed applications that are printed, signed and mailed to DEQ, postmarked by the application due date.

Application Information

1. Public agency or legal applicant:

City of Newport
Name

169 SW Highway 101
Address

Newport, OR	97365	Lincoln	4th Congressional District
City, State	Zip	County	Congressional District(s)

541 574 3375 — Telephone

a.collett@newportoregon.gov — Email Address

2. Cite your agency's authority to take on debt, noting the exact Oregon Revised Statute reference located on the state website.

ORS 221, ORS 224 and ORS 225

3. Only public agencies are eligible for the Clean Water State Revolving Fund. Does your agency meet the definition of a "public agency" as defined by ORS 468.423? If you are unsure, contact DEQ at 503-229-LOAN:

- [x] Yes
- [ ] No

4. Identify your type of public agency:

- [ ] Tribal government
- [x] City
- [ ] County
- [ ] Sanitary district

- ○ State agency
- ○ School district
- ○ Metro
- ○ Other:
- ○ Intergovernmental:
- ○ Irrigation district
- ○ County service district

** Note: Eligibility includes certification of no disbarment and no suspension through the System of Award Management. Certification is required at time of loan signing.*

5. Project contact:

Name	Dept/Organization	Title
Aaron Collett	Engineering Department	City Engineer

Telephone	Email Address
541 574 3375	a.collett@newportoregon.gov

6. Interim financing:

○ Yes ☑ No

7. Water quality permit and certification information (if applicable):

Type	Number	Administratively extended	Renewed	Current	New	No Permit / Certs
National Pollutant Discharge Elimination System permit number (EPA reference number beginning with "OR")	OR10249		○	◉	○	○
Water Pollution Control Facility permit number			○	○	○	○
401 Water Quality Certification			○	○	○	○

8. Will this project require:

- ○ Permit renewal
- ○ New permit
- ◉ N/A

9. Permit includes (if applicable):

- [ ] A compliance schedule associated with loan request
- [ ] A Mutual Agreement and Order (MAO) associated with loan request
- [x] Loan request is being made to address potential compliance concerns

10. CWSRF loan request amount

$ 3.69 Million

11. Total estimated project cost:

$ 3.69 Million

Project Description: (Attach additional documentation if necessary)

Use this section to describe the objectives components and expected outcomes of the project. The loan agreement will refer to this section in defining what expenses can be reimbursed.

12. Project type. Check one or both as appropriate:

- [x] Design
- [x] Construction

** Note: A DEQ-approved facility plan is required prior to application approval*

13. Project description

Name of the project: WWMP - Phase 1 - De-Chlorination Project

Describe proposed project, specifying the water quality and public health objectives to be addressed:

This project's objective is to remedy the City's chronic violations of the chlorine residual limits in the City's discharge. This will be achieved by installing a permanent sodium bisulfite storage and feed facility to remove chlorine from (i.e., dechlorinate) the WWTP effluent prior to discharge to the ocean outfall. Excess chlorine in the effluent can be harmful to the natural environment after discharge. The City has experienced multiple exceedances of their effluent chlorine limit due to a lack of (or ineffective) dechlorination.

Describe the major project components (for example, type of structures to be built):

The Northside De-Chlorination Project, which will be done in the compliance point for the City's effluent wastewater (Northside Pump Station), will include the following components:

- Sodium bisulfite storage tanks
- Chemical metering pumps
- Piping systems, and
- Appurtenances, all within a secondary containment system at the Northside Pump Station.

Describe how the proposed project will achieve the objectives:

This project will achieve the objectives by addressing the de-chlorination system. This project will accomplish compliance by injecting sodium bisulfite into the waste stream at the Northside facility prior to discharge into the Pacific Ocean. Sodium bisulfite neutralizes the chlorine residual which makes the water safe for discharge.

Provide any other pertinent information that explains why this project is proposed:

This proposed project will directly address ongoing violations of the City's NPDES permit.

14. Project will improve water quality by addressing one or more of the following (check all that apply):

☐	Temperature	☐	Nutrients
☐	Bacteria	☐	Contaminated sediments
☐	Dissolved oxygen	■	NPDES/WPCF permit
☐	OHA requirement	☐	Toxic substances
☐	Other: _____		

** Provide documentation, as described in Application Instructions, to support water quality improvement.*

15. Is the facility currently in compliance with its permit(s)?

◉ Yes ○ No

16. Is the facility at risk of noncompliance with its permit(s)?

◉ Yes ○ No

If yes, describe how the project will ensure continued compliance of the facility and how long the system is expected to maintain compliance?

The City's discharge violates chlorine residual requirements of the NPDES permit on a regular basis. The dechlorination project is to ensure 100% compliance with residual chlorine requirements into the foreseeable future.

17. Indicate the noncompliance issue, if any the project will address.

- [x] Water quality standards
- [x] Public health
- [x] Limits for wastewater or stormwater discharge to surface water or groundwater
- [ ] Waste discharge limits for reuse of biosolids or wastewater

18. Does the project address a water quality improvement or restoration need for a small community, defined as 10,000 or fewer people?

○ Yes ☑ No

If yes, enter the population estimate*: _____

* Use current estimate from Portland State University Population Research Center.

19. Are you applying for a Sponsorship Option loan for a nonpoint source project in addition to this loan?

○ Yes ☑ No

*If yes, complete and submit a nonpoint source application with this application. Application located at: http://www.oregon.gov/deq/wq/cwsrf/Pages/CWSRF-Application.aspx

20. Project categories:

Estimate the percentage of the CWSRF loan expected to be used for each of the appropriate categories shown below:

Project category	Description (Please enter all numbers as decimals (ex: 22.34% = .2234)	% CWSRF Funding
CWT	Secondary Treatment Plant (includes, but is not limited to new, expansion, improvements; effluent disposal; biosolids treatment, biosolids disposal, water reuse)	50%
CWT	Advanced Treatment	
CWT	Infiltration/Inflow	
CWT	Sewer System Rehabilitation	50%
CWT	New Collector Sewers	
CWT	New Interceptor	
CWT	Combined Sewer Overflow (CSO) Correction	
Stormwater	Gray Infrastructure	
Stormwater	Green Infrastructure	
Energy Conservation	Energy Efficiency	
Energy Conservation	Renewable Energy	
Water Conservation	Water Efficiency	
Water Conservation	Water Reuse	
Other	Estuary (§320) Assistance	
Other	Desalination	
Total		100%

21. Project location (if different from public agency location):

845 NE 3rd St

Address

Newport, OR	97365	Lincoln	4th Congressional District
City, State	Zip	County	Congressional District(s)

44° 38' 20.1516" N — Latitude WGS84

124° 3' 18.8028" W — Longitude WGS84

*Additional sites, please use the blank page provided at the back of the application.

Green Project Components

Oregon DEQ is required to finance a certain percentage of projects that utilize green infrastructure, address water and energy efficiency, and/or implement other environmentally innovative activities. Refer to Appendices A-D, Green Project Reserve Project Eligibility Guidance, to complete the following questions.

22. Does the project incorporate or expand green infrastructure as described in Appendix A?

○ Yes ☑ No

If yes give the dollar value _____

If yes cite the objective _____

Describe how the project will achieve the objective:

23. Does the project incorporate or expand water efficiency as described in Appendix B?

○ Yes ☑ No

If yes give the dollar value _____

If yes cite the objective _____

Describe how the project will achieve the objective, including the estimated percent improvement in water efficiency:

24. Does the project incorporate or expand energy efficiency as described in Appendix C?

○ Yes ☑ No

If yes give the dollar value _____

If yes cite the objective _____

Describe how the project will achieve it, including the estimated percent improvement in energy efficiency:

25. Does the project incorporate or expand environmentally innovative projects or practices as described in Appendix D?

○ Yes ☑ No

If yes give the dollar value _____

If yes cite the objective _____

Describe the environmentally innovative projects or practices and how they will be incorporated into the project:

26. Does the project integrate or expand long term environmental or financial reliability and viability, or use an approach, not included in green project categories

(●) Yes ( ) No

If yes give the dollar value _____

If yes cite the objective _____

By taking advantage of the BIL Principal Forgiveness supplemental funding in 2023, it increases the viability of funding for other phases of the project between 2023 and 2025.

Waterbody

27. Provide the name, eight-digit Hydrologic Unit Code, and the location of the waterbody receiving discharge:

Primary affected waterbody	Pacific Ocean		HUC#	17100204
Other affected waterbody			HUC#	
GPS Location WGS84	Lat	44.6439	Long	-124.0646

28. Discharge affected by proposed project (check all that apply):

- [x] Ocean outfall
- [ ] Estuary/Coastal
- [ ] Wetland
- [ ] Surface water (lake, river, stream)
- [ ] Groundwater
- [ ] Land application
- [ ] Other/reuse
- [ ] Eliminates discharge
- [ ] Seasonal discharge
- [ ] No change
- [ ] No discharge

29. Wastewater volume (average dry weather design flow):

For current system:	2,000,000	mgd
For proposed project	387,000	mgd
Eliminated or conserved	254	mgd

30. Indicate if the project will protect or restore beneficial uses of the waterbody. If the project provides both protection and restoration, indicated which beneficial uses are primary and which are secondary. Not all beneficial uses may apply.

	Protection		Restoration	
	Primary	Secondary	Primary	Secondary
Domestic water supply	☐	☐	☐	☐
Fishing	☐	☐	☐	☐
Industrial water supply	☐	☐	☐	☐
Boating	☐	☐	☐	☐
Irrigation	☐	☐	☐	☐
Water recreation	☐	☐	☐	☐
Livestock watering	☐	☐	☐	☐
Aesthetic quality	☐	☐	☐	☐
Fish and aquatic life	☐	☐	☐	☐
Wildlife and hunting	☐	☐	☐	☐
Commercial navigation and transportation	☐	☐	☐	☐
Hydropower	☐	☐	☐	☐

Information on beneficial uses of Oregon's waters is available at https://www.oregon.gov/deq/wq/Pages/WQ-Standards-Uses.aspx

31. Identify other beneficial uses the project will protect or restore. If the project results in both protection and restoration, indicate which beneficial uses are primary and secondary. The project description must support expected outcomes. Not all listed outcomes may apply.

	Protection		Restoration		
	Primary	Secondary	Primary	Secondary	N/A
Infrastructure improvement	■		■		
Regionalization/consolidation					■
Water reuse/recycling/conservation					■
Groundwater protection					■
Drinking water supply (e.g., groundwater source)		■		■	
Other public health/pathogen reduction	■		■		
Wetland restoration					■
Security					■
Industrial					■
Other (please describe)					

Water Quality / Public Health Benefits

32. If the proposed project is not implemented at this time, are water quality standards likely to be exceeded, or are existing exceedances of the standard likely to worsen?

(✓) Yes ( ) No

If yes, explain which standard(s) will worsen and provide evidence:

If the proposed project is not implemented the City will continue to violate chlorine residual discharge requirements into the ocean (dechlorination project).

33. Will the project improve or sustain the following?

Aquatic habitat that supports native species:

○ Yes ☑ No

Which species? _____

Describe how project will improve or sustain aquatic habitat that supports native species. Provide evidence, if available:

State threatened or endangered species:

○ Yes ☑ No

Which species? _____

Describe how project will improve or sustain aquatic habitat that support threatened or endangered species. Provide evidence if available:

Federal threatened or endangered species:

○ Yes ☑ No

Which species?

Describe how project will improve or sustain aquatic habitat that supports federal threatened or endangered species and provide evidence, if available:

34. Project will address water quality or public health issue within (check all that apply)

- ☐ Federally designated Wild and Scenic River
- ☐ Federally designated sole source aquifer
- ☐ State designated scenic waterway
- ☐ Lower Columbia River Estuary
- Tillamook Bay Estuary
- Wetland or riparian area listed by the state or a local government
- ☐ River designated under OAR 340-041-0350 (Three Basin Rule): The Clackamas River Subbasin, the McKenzie River Subbasin above the Hayden Bridge (river mile 15), or the North Santiam Subbasin.
- ☒ None of the above

*Attach a map with project location and habitat clearly indicated.

35. Project supports the implementation of the following. Check all that apply:

- [ ] Existing Total Maximum Daily Load (TMDL)
- [ ] Projected TMDL
- [ ] DEQ Water Quality Status and Action Plan
- [x] None of the above
- [ ] Designated Groundwater Management Area declared under ORS 468B.180
- [ ] Other qualifying plan (please specify): _____

Specify which TMDL, Plan or GWMA the project will support:

_____

36. Does project provide performance-based water quality improvements supported by monitoring and reasonable assurance that the project will continue to function over time:

(●) Yes ( ) No

If yes, describe activities that support these water quality improvements and how these activities will provide reasonable assurance that the project will continue to function over time. Attach documentation, if available.

The project will ensure compliance with NPDES requirements for chlorine residual.

De

Education and Involvement

37. Explain long-term planning effort applicant is using to ensure the life and maintenance of the project:

In May, 2022 the City awarded Phase 2 of the Wastewater Master Plan to Brown & Caldwell Engineering. Phase 1 of the Master Plan was completed in 2018, which addressed the collections system. Phase 2 is specific to the needs of the wastewater treatment plant, and also updates the collection system master plan. The wastewater master plan identifies needed improvements over the next 5 to 7 years that will provide wastewater treatment to meet new NPDES discharge requirements and capacity for existing and new population growth over the next 20 years. Multiple alternatives are being examined and criteria have been developed that provide insight into maintenance requirements, energy use and efficiency, lifecycle costs and minimizing the potential for nuisance impacts (odor control and noise, for instance). Both quantitative and qualitative metrics will assist in making the best-informed recommendations for Council to consider.

38. Describe on-going educational or outreach components of the project:

Over the past 18-months, the Newport Public Works Department has conducted at least seven presentations to City Council regarding the condition of the City's wastewater system in general, and in particular with regards to the City's wastewater treatment plant. The most recent Council Work Session was on January 17, 2023. The Public Works Department also presented Goals and Objectives for 2023 at a Council workshop on January 30 and reiterated the need for urgent wastewater project funding.

39. Does the project incorporate partnerships or support from one or more of the following? Check all that apply.

- [x] In-kind support
- [x] Other funding sources
- [ ] Partnerships with organizations (governmental, tribal, non-governmental)
- [ ] Other:
- [ ] N/A

If yes, please describe:

- City wastewater fees collected in FY2022-23
- in -kind G&A and staff support
- BIL Principal Forgiveness funding

Schedule and Budgeting

40. Project schedule:

Estimated design start date: Oct 2023

Estimated construction start date: Jul 2024

Estimated project completion date: Mar 2024

Estimated initiation of operations date: Mar 2024

If the estimated dates are before the loan application date or the date a loan will be signed, please explain:

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41. Project cost and funding:

Table A: Project Budget

	Total Project Budget	Amount Funded by CWSRF
Administration and legal	$100,000	$100,000
Contingency	Included in line items	Included in line items
Preliminary Expense	0	0
Land and Right of Way	0	0

Basic Engineering	$680,000	$680,000
Other Engineering	0	0
Project Inspection	$200,000	$200,000
Construction	$2,710,000	$2,710,000
Other:	0	0
Total Cost	$3,690,000	$3,690,000

Table B: Funding Sources		
	Amount	**Interim**
DEQ Clean Water State Revolving Fund	$3,690,000	
Business Oregon Special Public Works grant and/or loan		
Business Oregon Water/Wastewater grant and/or loan		
Business Oregon Community Development Block Grant		
General obligation bonds		
Revenue bonds		
Local funds (note source of funds):		
In-kind assistance		
Other:		
Total Cost	$3,690,000	

42. Existing sewer-related debt service (before CWSRF project funding):

Type	Current Balance	Interest Rate	Year Issued	Annual Payment	Bond Rating
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Sewer revenue bonds					
Other debt					

43. Service area data:

Population served by current system: 10,150

Population served by proposed project: 10,150 + 3% growth

Required Documentation

This application provides the necessary information for DEQ to determine eligibility, scoring, ranking and to complete reporting requirements for the proposed project. Once deemed eligible and scored, the project will be included in the Clean Water State Revolving Fund Intended Use Plan and the applicant can then complete the remaining required documents. Consult the Checklist of Loan Requirements for a list of required documents. The documents require time to prepare and complete. DEQ recommends that applicants become familiar with these required documents early in the application process. The checklist is online.

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- The public agency or applicant will comply with all applicable rules and laws.
- The public agency or applicant will obtain all applicable local, state, and federal permits, approvals, and licenses, and comply with their terms and conditions.
- The undersigned is duly authorized to request this loan on behalf of the public agency.
- The public agency or applicant declares under penalty of law that all facts given and information attached are true and correct.
- The public agency or applicant authorizes DEQ to verify all information.

	08/03/2023
Authorized signature:	Date:
Spencer Nebel	City Manager
Typed name:	Title:
[redacted]	
LGIP account number (for processing loan disbursements)	

Return the completed application to your DEQ Project Officer. A complete list of Clean Water State Revolving Fund staff is online.

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DEQ USE ONLY

Application Name: STP Dechlorination Project

Application #:

GPR Amount: None

GPR Category:

Application Deemed Eligible and Complete:

Initial: AC

Date: 09-12-2023

SERP Applicant Guide Version:

*Additional space, please indicate which question you are answering

Clear Form

State of Oregon Department of Environmental Quality

Point Source Project Loan Application
(Design and Construction Projects)

Contact: Regional Project Officer

Answer all requests for information in this application. List "N/A" for items that do not apply. Do not leave any section of this application blank.

DEQ will accept completed applications that are printed, signed and mailed to DEQ, postmarked by the application due date.

Application Information

1. Public agency or legal applicant:

City of Newport

Name

169 SW Highway 101

Address

Newport, OR	97365	Lincoln	4th Congressional District
City, State	Zip	County	Congressional District(s)

541 574 3375 — Telephone

a.collett@newportoregon.gov — Email Address

2. Cite your agency's authority to take on debt, noting the exact Oregon Revised Statute reference located on the state website.

ORS 221, ORS 224 and ORS 225

3. Only public agencies are eligible for the Clean Water State Revolving Fund. Does your agency meet the definition of a "public agency" as defined by ORS 468.423? If you are unsure, contact DEQ at 503-229-LOAN:

- [x] Yes
- [ ] No

4. Identify your type of public agency:

- [ ] Tribal government
- [x] City
- [ ] County
- [ ] Sanitary district

- ○ State agency
- ○ School district
- ○ Metro
- ○ Other:
- ○ Intergovernmental:
- ○ Irrigation district
- ○ County service district

* *Note: Eligibility includes certification of no disbarment and no suspension through the System of Award Management. Certification is required at time of loan signing.*

5. Project contact:

Name	Dept/Organization	Title
Aaron Collett	Engineering Department	City Engineer

Telephone	Email Address
541 574 3375	a.collett@newportoregon.gov

6. Interim financing:

○ Yes ☑ No

7. Water quality permit and certification information (if applicable):

Type	Number	Administratively extended	Renewed	Current	New	No Permit / Certs
National Pollutant Discharge Elimination System permit number (EPA reference number beginning with "OR")	OR10249		○	◉	○	○
Water Pollution Control Facility permit number			○	○	○	○
401 Water Quality Certification			○	○	○	○

8. Will this project require:

- ○ Permit renewal
- ○ New permit
- ◉ N/A

9. Permit includes (if applicable):

- [ ] A compliance schedule associated with loan request
- [ ] A Mutual Agreement and Order (MAO) associated with loan request
- [x] Loan request is being made to address potential compliance concerns

10. CWSRF loan request amount

$ 350,000

11. Total estimated project cost:

$350,000

Project Description: (Attach additional documentation if necessary)

Use this section to describe the objectives components and expected outcomes of the project. The loan agreement will refer to this section in defining what expenses can be reimbursed.

12. Project type. Check one or both as appropriate:

- [x] Design
- [x] Construction

** Note: A DEQ-approved facility plan is required prior to application approval*

13. Project description

Name of the project: WWMP Phase 2 - Influent Pump Station Pipe Replacement

Describe proposed project, specifying the water quality and public health objectives to be addressed:

This project's objective is to address influent pump station pipe weld failures, preventing the dry-well portion of the station from being flooded with raw sewage and subsequently causing a failure of the station.

The dry well piping, valves, and fittings in the Influent Pump Station will be replaced in their entirety to ensure a reliable pumping system. When the City constructed this station 20 years ago, there was significant field welding, and those welds are beginning to fail. If a catastrophic weld failure were to occur, the dry-well portion of the station would flood with raw sewage and require an emergency repair or replacement to maintain capacity. Accordingly, all interior pipe needs to be replaced.

Describe the major project components (for example, type of structures to be built):

This request involves an urgent compliance project that must move forward, the Influent Pump Station pipe replacement project. When the City constructed this station 20 years ago, there was a lot of field welding involved in that installation, and those welds are beginning to fail as evidenced by our current experience. If even one of those pipe welds fail, the dry-well portion of the station would flood with raw sewage and cause a failure of the station. All interior pipe as well as valves and fittings in the pump station dry well will be replaced with standard flanged connection piping or other well-established piping systems to minimize leak potential.

Describe how the proposed project will achieve the objectives:

This project will achieve the objectives by addressing the replacement issues bringing the project into full compliance. The Influent Pump Station pipes will be replaced with new high strength pipe to ensure the dry-well of the pumping station is protected from accidental discharge of raw sewage into the dry-well of the pumping station. The project will also update fittings to industry standard that do not require significant welding minimizing leaks in the future.

Provide any other pertinent information that explains why this project is proposed:

The proposed project will directly address the viability of ongoing operation of the City's largest raw sewage pumping station. It is a planned piping replacement to prevent a much more costly emergency replacement later, or worse, sewage escaping the pump station due to leaks or insufficient capacity.

14. Project will improve water quality by addressing one or more of the following (check all that apply):

- [ ] Temperature
- [ ] Nutrients
- [ ] Bacteria
- [ ] Contaminated sediments
- [ ] Dissolved oxygen
- [ ] NPDES/WPCF permit
- [ ] OHA requirement
- [ ] Toxic substances
- [x] Other: The influent pump station is critica

** Provide documentation, as described in Application Instructions, to support water quality improvement.*

15. Is the facility currently in compliance with its permit(s)?

(●) Yes ( ) No

16. Is the facility at risk of noncompliance with its permit(s)?

(●) Yes ( ) No

If yes, describe how the project will ensure continued compliance of the facility and how long the system is expected to maintain compliance?

The influent pump station, although not violating the NPDES permit yet, is at risk of violation because of failing pipe welds inside the dry-well portion of the station. This station is critical to operation of the wastewater treatment system, and hence permit compliance, into the foreseeable future.

17. Indicate the noncompliance issue, if any the project will address.

- [x] Water quality standards
- [x] Public health
- [x] Limits for wastewater or stormwater discharge to surface water or groundwater
- [ ] Waste discharge limits for reuse of biosolids or wastewater

18. Does the project address a water quality improvement or restoration need for a small community, defined as 10,000 or fewer people?

○ Yes ◉ No

If yes, enter the population estimate*: _____

* Use current estimate from Portland State University Population Research Center.

19. Are you applying for a Sponsorship Option loan for a nonpoint source project in addition to this loan?

○ Yes ◉ No

*If yes, complete and submit a nonpoint source application with this application. Application located at: http://www.oregon.gov/deq/wq/cwsrf/Pages/CWSRF-Application.aspx

20. Project categories:

Estimate the percentage of the CWSRF loan expected to be used for each of the appropriate categories shown below:

Project category	Description (Please enter all numbers as decimals (ex: 22.34% = .2234)	% CWSRF Funding
CWT	Secondary Treatment Plant (includes, but is not limited to new, expansion, improvements: effluent disposal; biosolids treatment, biosolids disposal, water reuse)	
CWT	Advanced Treatment	
CWT	Infiltration/Inflow	
CWT	Sewer System Rehabilitation	100%
CWT	New Collector Sewers	
CWT	New Interceptor	
CWT	Combined Sewer Overflow (CSO) Correction	
Stormwater	Gray Infrastructure	
Stormwater	Green Infrastructure	
Energy Conservation	Energy Efficiency	
Energy Conservation	Renewable Energy	
Water Conservation	Water Efficiency	
Water Conservation	Water Reuse	
Other	Estuary (§320) Assistance	
Other	Desalination	
Total		100%

21. Project location (if different from public agency location):

Influent Pump Station, 150 SE 50th St.

Address

City, State	Zip	County	Congressional District(s)
Newport, OR	97365	Lincoln	4th Congressional District

Latitude WGS84	Longitude WGS84
44°40'24.9"N	124°03'30.5"W

*Additional sites, please use the blank page provided at the back of the application.

Green Project Components

Oregon DEQ is required to finance a certain percentage of projects that utilize green infrastructure, address water and energy efficiency, and/or implement other environmentally innovative activities. Refer to Appendices A-D, Green Project Reserve Project Eligibility Guidance, to complete the following questions.

22. Does the project incorporate or expand green infrastructure as described in Appendix A?

○ Yes ☑ No

If yes give the dollar value _____

If yes cite the objective _____

Describe how the project will achieve the objective:

23. Does the project incorporate or expand water efficiency as described in Appendix B?

○ Yes ☑ No

If yes give the dollar value _____

If yes cite the objective _____

Describe how the project will achieve the objective, including the estimated percent improvement in water efficiency:

24. Does the project incorporate or expand energy efficiency as described in Appendix C?

◯ Yes ☑ No

If yes give the dollar value _____

If yes cite the objective _____

Describe how the project will achieve it, including the estimated percent improvement in energy efficiency:

25. Does the project incorporate or expand environmentally innovative projects or practices as described in Appendix D?

○ Yes ☑ No

If yes give the dollar value _____

If yes cite the objective _____

Describe the environmentally innovative projects or practices and how they will be incorporated into the project:

26. Does the project integrate or expand long term environmental or financial reliability and viability, or use an approach, not included in green project categories

(●) Yes ( ) No

If yes give the dollar value _____

If yes cite the objective _____

By taking advantage of the BIL Principal Forgiveness supplemental funding in 2023, it increases the viability of funding for Phase 3 between 2023 and 2025.

Waterbody

27. Provide the name, eight-digit Hydrologic Unit Code, and the location of the waterbody receiving discharge:

Primary affected waterbody	Pacific Ocean		HUC#	17100204
Other affected waterbody			HUC#	
GPS Location WGS84	Lat	44.6439	Long	-124.0646

28. Discharge affected by proposed project (check all that apply):

- [x] Ocean outfall
- [ ] Estuary/Coastal
- [ ] Wetland
- [ ] Surface water (lake, river, stream)
- [ ] Groundwater
- [ ] Land application
- [ ] Other/reuse
- [ ] Eliminates discharge
- [ ] Seasonal discharge
- [ ] No change
- [ ] No discharge

29. Wastewater volume (average dry weather design flow):

For current system:	2,000,000	mgd
For proposed project	387,000	mgd
Eliminated or conserved	254	mgd

30. Indicate if the project will protect or restore beneficial uses of the waterbody. If the project provides both protection and restoration, indicated which beneficial uses are primary and which are secondary. Not all beneficial uses may apply.

	Protection		**Restoration**	
	Primary	Secondary	Primary	Secondary
Domestic water supply	☐	☐	☐	☐
Fishing	☐	☐	☐	☐
Industrial water supply	☐	☐	☐	☐
Boating	☐	☐	☐	☐
Irrigation	☐	☐	☐	☐
Water recreation	☐	☐	☐	☐
Livestock watering	☐	☐	☐	☐
Aesthetic quality	☐	☐	☐	☐
Fish and aquatic life	☐	☐	☐	☐
Wildlife and hunting	☐	☐	☐	☐
Commercial navigation and transportation	☐	☐	☐	☐
Hydropower	☐	☐	☐	☐

Information on beneficial uses of Oregon's waters is available at https://www.oregon.gov/deq/wq/Pages/WQ-Standards-Uses.aspx

31. Identify other beneficial uses the project will protect or restore. If the project results in both protection and restoration, indicate which beneficial uses are primary and secondary. The project description must support expected outcomes. Not all listed outcomes may apply.

	Protection		Restoration		
	Primary	Secondary	Primary	Secondary	N/A
Infrastructure improvement	☐	☐	■	☐	☐
Regionalization/consolidation	☐	☐	☐	☐	■
Water reuse/recycling/conservation	☐	☐	☐	☐	■
Groundwater protection	☐	■	☐	☐	☐
Drinking water supply (e.g., groundwater source)	☐	☐	☐	☐	■
Other public health/pathogen reduction	■	☐	☐	☐	☐
Wetland restoration	☐	☐	☐	☐	■
Security	☐	☐	☐	☐	■
Industrial	☐	☐	☐	☐	■
Other (please describe)					

Water Quality / Public Health Benefits

32. If the proposed project is not implemented at this time, are water quality standards likely to be exceeded, or are existing exceedances of the standard likely to worsen?

☑ Yes ○ No

If yes, explain which standard(s) will worsen and provide evidence:

If the proposed project is not implemented, the pumping station is at increasing risk of failure which could cause discharge of raw sewage into the environment.

33. Will the project improve or sustain the following?

Aquatic habitat that supports native species:

○ Yes ☑ No

Which species? _____

Describe how project will improve or sustain aquatic habitat that supports native species. Provide evidence, if available:

State threatened or endangered species:

○ Yes ☑ No

Which species? _____

Describe how project will improve or sustain aquatic habitat that support threatened or endangered species. Provide evidence if available:

Federal threatened or endangered species:

○ Yes ☑ No

Which species?

Describe how project will improve or sustain aquatic habitat that supports federal threatened or endangered species and provide evidence, if available:

34. Project will address water quality or public health issue within (check all that apply)

- ☐ Federally designated Wild and Scenic River
- ☐ Federally designated sole source aquifer
- ☐ State designated scenic waterway
- ☐ Lower Columbia River Estuary
- Tillamook Bay Estuary
- Wetland or riparian area listed by the state or a local government
- ☐ River designated under OAR 340-041-0350 (Three Basin Rule): The Clackamas River Subbasin, the McKenzie River Subbasin above the Hayden Bridge (river mile 15), or the North Santiam Subbasin.
- ☒ None of the above

*Attach a map with project location and habitat clearly indicated.

35. Project supports the implementation of the following. Check all that apply:

- [ ] Existing Total Maximum Daily Load (TMDL)
- [ ] Projected TMDL
- [ ] DEQ Water Quality Status and Action Plan
- [ ] None of the above
- [ ] Designated Groundwater Management Area declared under ORS 468B.180
- [ ] Other qualifying plan (please specify): _____

Specify which TMDL. Plan or GWMA the project will support:

_____

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(●) Yes ( ) No

If yes, describe activities that support these water quality improvements and how these activities will provide reasonable assurance that the project will continue to function over time. Attach documentation, if available.

The project will ensure wastewater pumping reliability.

no monitoring

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- The public agency or applicant declares under penalty of law that all facts given and information attached are true and correct.
- The public agency or applicant authorizes DEQ to verify all information.

08/03/2023

Authorized signature: Date:

Spencer Nebel City Manager

Typed name: Title:

[redacted]

LGIP account number (for processing loan disbursements)

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DEQ USE ONLY

Application Name:	Influent Pump Station
Application #:	
GPR Amount:	No
GPR Category:	
Application Deemed Eligible and Complete:	
Initial:	AC
Date:	9/8/2023
SERP Applicant Guide Version:	June 2022

*Additional space, please indicate which question you are answering

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: April 1, 2024

Agenda Item:
Consideration and Possible Approval of Modification to the City's Vacation Accrual and Carryover Schedules.

Background:
In reviewing the changing demographics of the workforce, the workplace culture report identified the City's vacation policy as an area to address. One specific item identified in the report is the annual cap on the amount of vacation time that can be carried over at the end of each calendar year. The current cap is 240 hours, with a maximum payout on separation of 300 hours. One of the recommendations was based on the fact that as individuals accrue more vacation time each year, there are often situations where they are unable to utilize that time and are limited on what they can carryover each year. The change in the policy on carryover steps raises the number of hours that can be carried over from year to year from 240 hours in the first five years, up to 400 hours for 20+ years. Furthermore, the maximum payout at separation is 500 hours.

In addition, in the proposed schedule, we added one very common request from new hires relating to consideration for time off during their first year of employment. This happens often enough that we are requesting that Council consider providing 80 hours of paid administrative time to any new hire of the City of Newport. This additional time is often necessary for people relocating, vacation, or other obligations that they had prior to accepting a job with the City, and time settled into their new job. I do believe this will be well-received when we are offering positions to individuals, and could make the difference of someone accepting or not accepting a job with the City of Newport. Also, please note that any paid administrative time used would need to be paid back to the City of Newport if the employee leaves in the first year. The repayment agreement would be entered into with any new employees receiving this.

The third change is an acceleration of accrual time for employees in their second through fifth years, going from eight hours a month to ten hours a month; from five to ten years of employment going from 10 hours a month to 11.34 hours per month; for employees who have been here 10 to 15 years, going from 12 hours a month to 13.34 hours a month. There are no changes from 15 years on up. I think this schedule more accurately reflects the workforce that is out there today. We are often hiring very experienced individuals and starting them out with 12 days of vacation for the first five years on the job. It is not very competitive with other opportunities they have. I think these changes are sustainable and will make us more competitive as we recruit and hire employees going forward.

Disclosure -- This policy change will not affect my accrual which is set by a contract. My current vacation hours as of the March 12 report is 266 hours. I accrue 18 hours per month plus 24 hours of vacation leave credited on June 1 of each year. I may exceed the 300

hours at the end of year, depending on whether I use any vacation time between now and my retirement.

Recommendation:
I recommend the City Council consider the following motion:

I recommend that the City Council approve modifications to the vacation schedule including modifications to the maximum vacation annual carryover, providing as a standard practice of 80 hours of paid administrative time in the first year of employment, subject to repayment if the employee leaves in the first year; and, a modification of the accrual schedule for employees in the two to fifteen year bracket, effective May 22, 2024.

Fiscal Effects:
The provision of paid leave time and changes in accruals in years, will not impact expenses. It will provide some additional paid time off for employees. The increase in vacation carryover will reduce requests for annual vacation payouts (up to 40 hours can be requested at the end of the year if they are carried over) and will result in an increase in the payout of vacation time at separation from 300 hours to 500 hours for those who have accumulated time over and above the annual amounts. Most employees utilize their vacation time, however, for those who have limited opportunity to use vacation time, a higher payout at retirement results.

Alternatives:
Modify these provisions, or as suggested by the City Council.

Respectfully submitted,

Spencer Nebel
City Manager

Vacation Schedules

3/26/2024

Current

	Non exempt			Exempt	Dept Head	Max Accum
	Monthly Accrual	Fulltime Days/Year	Hours per year	Hours Per Year	Hours Per Year	Hours
Less than 5 Years	8h	12 days	96	144	168	240
5 to 10 Years	10h	15 days	120	168	192	240
10-15 Years	12h	18 days	144	192	216	240
15-20 Years	15.34h	23 days	184	232	256	240
20 Plus Years	16.67h	25 days	200	248	272	240

Maximum payout at retirement 300 hours
Days are expressed as 8 hour days

Proposed

	All Employees		Non-exempt		
	Adm Time	Max Vacation Carryover	Acc/Month	Days/year	Hours/year
First Year	80 hours	All Hours	8 hours	12	96
2-5 Years	0 hours	240 hours	10 hours	15	120
5-10 Years	0 hours	280 hours	11.34 hours	17	136
10-15 Years	0 hours	320 hours	13.34 hours	20	160
15-20 Years	0 hours	360 hours	15.34 hours	23	161
20 Plus Years	0 hours	400 hours	16.67 hours	25	162

	Exempt			Dept Head		
	Acc/Month	Days/year	Hours/year	Acc/month	Days/year	Acc/Year
First Year	12 hours	18	144	14 hours	21	168
2-5 Years	14 hours	21	168	16 hours	24	192
5-10 Years	15.34 hours	23	184	17.34 hours	26	208
10-15 Years	17.34 hours	26	208	19.34 hours	29	232
15-20 Years	19.34 hours	29	232	21.34 hours	32	256
20 Plus Years	20.67 hours	31	248	22.67 hours	34	272

Paid Administrative Time cannot be carried over after 12 months of employement. Time used will be paid back if emploment ends in the first year.
Maximum payout at seperation is 500 hours.
Days Are expressed as 8 hour days. The final schedule will only be expressed in hours.

15- 13.2 VACATION LEAVE (Effective 5/22/24)

To be eligible to receive the full vacation accruals set forth below, an employee must be employed on a full-time basis (40 hours/week). Part-time employees classified as twenty (20) or more hours a week are eligible for prorated vacation based on annual scheduled hours. Part-time employees classified as less than twenty (20) hours a week and temporary employees are not eligible to receive vacation benefits, unless otherwise provided by law, agreement, or a collective bargaining agreement.

No vacation is accrued while the employee is on a leave of absence without pay. The exception is when an employee is on military leave pursuant to Government Code section 19775.17 or 19775.18. The employee will continue to accrue leave benefits up to 24 months, based on the length of leave. These additional credits are applied at the accrual rate that would have applied had the employee remained on the job.

All accruals begin at the date of hire. After completion of six months of employment accruals are credited as vacation leave and may be taken with supervisor approval. No accrued vacation time will be authorized during the probation period, unless specific arrangements have been made at the time of hire and approved by the City Manager.

Administrative Leave Time – New Hires Only
In addition to vacation accruals, eighty (80) hours of administration leave time will be provided to full-time (40 hours/week) employees at the time of hire. This time must be used within the first year of hire, subject to supervisor approval. Administrative leave cannot be carried over to the next year. If the employee terminates within the first twelve (12) months of hire, and they have used any amount of administrative time, the amount will be reimbursed to the city at the time of termination. This applies only to newly hired employees, hired on or after the effective date of this policy. New hires will be required to sign an agreement at the time of hire agreeing to the repayment.

	All Employees		**Non-exempt**	
	Adm Time	Max Annual Vacation Carry Over	Acc/Month	Hours/year
First Year	80 hours	All Hours	8 hours	96
2-5 Years	0 hours	240 hours	10 hours	120
5-10 Years	0 hours	280 hours	11.34 hours	136
10-15 Years	0 hours	320 hours	13.34 hours	160
15-20 Years	0 hours	360 hours	15.34 hours	161
20 Plus Years	0 hours	400 hours	16.67 hours	162
	Exempt		**Dept Head**	
	Acc/Month	Hours/year	Acc/month	Acc/Year
First Year	12 hours	144	14 hours	168
2-5 Years	14 hours	168	16 hours	192
5-10 Years	15.34 hours	184	17.34 hours	208
10-15 Years	17.34 hours	208	19.34 hours	232
15-20 Years	19.34 hours	232	21.34 hours	256
20 Plus Years	20.67 hours	248	22.67 hours	272

Vacation time is intended to provide time away from work for rest and recreation. Vacation pay may not be taken in lieu of time off. Time is not to be banked and then never used; therefore, the maximum annual carry over hours are stated in the above chart. An employee's accrual may exceed this amount during the year, however, the amount over the maximum annual carryover cannot be carried into the new year unless additional carryover time is authorized by the City Manager or designee. The City Manager or designee in certain circumstances, at its sole discretion, may choose to pay an employee for vacation time accrued in excess of the maximum accrual rather than allowing for the carryover of vacation time over the maximum accrual limit. In no instance will the city pay for more than 40 hours per year. Any hours that exceed the maximum carry over limits will be adjusted the first payroll of the following calendar year.

Maximum Annual Carryover Limits

The maximum annual carryover limit is the amount of time that will be allowed to be carried over at the end of the year. Please refer to the vacation schedule chart above for the maximum annual carryover limits. In exceptional circumstances, the City Manager or designee at their discretion, may grant an exception when impacted by vacancies in staffing and/or unusual work requirements support it.

Maximum Bank of Time

The maximum bank of time is the maximum amount of time that can be accumulated (i.e. cap). In no case can the bank of time exceed 500 hours. When the total accrued time reaches 500 hours, accruals will stop until the total hours are reduced below the cap of 500 hours. The vacation bank will be further reduced by the maximum annual carryover at the end of the year.

Vacation leave is paid at the employee's base pay rate at the time vacation is taken. Vacation leave balances are accumulated and deducted based upon the time period used to calculate paychecks. Changes to employee leave balances are not reflected until the time reports and Personnel Action Form (PAF) have been processed through payroll, which includes any needed adjustments.

Any employee wishing to use vacation time should request vacation hours as early as possible so that arrangements for coverage can be made. Employees are encouraged to be aware of the critical times for their work groups during the year, and to avoid taking any routine or expected time off during these periods. Requests for vacation time are to be made in writing and given to your supervisor. Every attempt will be made to grant each request; however, no guarantees can be offered. Vacation is to be taken in minimum of one-half (1/2) hour increments.

Upon separation of employment, employees who have completed six months of employment will be paid for unused accrued vacation time that has been earned through the last day of work. All accrued vacation time will be paid out at the time of separation up to the accrual maximum. At no time will the payout at separation be greater than 500 hours.

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: April 1, 2024

Agenda Item:
Consideration of Appropriation of Funds for Technical Support for the Water Supply and Conservation Management Work Group.

Background:
With all of the various staffing changes in Engineering and Public Works, we have not been able to provide sufficient staff support for the Water Supply and Conservation Management Work Group. As a result, proposals were requested from qualified firms to provide support services to help the Water Supply and Conservation Management Work Group to complete their tasks, with a technical report being provided to Council in December 2024 with various recommendations for Council consideration. This information will also be utilized to inform the Water Conservation chapter of the water master plan which will be proceeding during the next 18 months or so. Because this was not a budgeted item, I am recommending that we reappropriate $18,000 from the engineering wage line item to engineering professional services to cover this.

Recommendation:
I recommended the City Council consider the following motion:

I move to authorize the appropriation of $18,000 from the engineering wages line item to engineering professional services for technical assistance for the Water Supply and Conservation Management Work Group.

Fiscal Effects:
Sufficient funds are in the engineering salary line item to cover this expense due to the vacancies within that department.

Alternatives:
None recommended.

Respectfully submitted,

Spencer Nebel
City Manager

GSI Water Solutions, Inc.

PROFESSIONAL SERVICES AGREEMENT

Client:	City of Newport
Project:	Water Supply and Conservation Management Work Group Technical Support
Proposal Date:	Mar. 18, 2024
Not-to-Exceed Amount:	$17,750

City of Newport (CLIENT) authorizes Groundwater Solutions, Inc., dba GSI Water Solutions, Inc. (GSI), to perform the following services on the PROJECT:

Scope of Services

The attached proposal to CLIENT dated Mar. 18, 2024, presents the scope of work for this project.

Compensation

The scope of work outlined in the proposal to CLIENT dated Mar. 18, 2024, will be completed on a time-and-materials basis in accordance with the attached schedule of rates, billed as provided herein. GSI has provided you with a good faith estimate that the work should not exceed $17,750. GSI reserves the right to adjust this amount in the event of encountering unforeseen issues relating to the project, which may arise during the time of the contract. In the event GSI must adjust cost, it will contact CLIENT at its earliest convenience to discuss adjustment of the total cost of the project. The total cost then will be subject to mutual Agreement of the parties.

Schedule

GSI will proceed with the work in a professional and expeditious manner, unless delayed by the unforeseen unavailability of necessary labor, restricted access to the work site, discovery in handling of toxic materials, delays in communications with CLIENT, insufficient or unworkable drawings or specifications, changes in the work, or any other causes beyond GSI's control. While GSI shall, at all times, conscientiously proceed with the work, the estimated time to complete this project as outlined in the proposal to CLIENT dated Mar. 18, 2024, is only for the benefit of CLIENT's general planning. The actual completion time is subject to factors listed above. GSI will not be responsible for any financing costs or other consequential damages or costs incurred by CLIENT due to delays in the completion of the project.

Terms

Services covered by this Agreement will be performed in accordance with the attached provisions and schedules. This Agreement supersedes all prior Agreements and understandings and may be changed only by written amendment executed by both parties.

GSI WATER SOLUTIONS, INC.	**City of Newport**
Signature:	Signature:
Name (printed):	Name (printed):
Title:	Title:
Date:	Date:

Provisions

Authorization to Proceed

Execution of this Agreement by CLIENT will be authorization for GSI to proceed with the services, unless otherwise provided for in this Agreement.

Compensation Rates

Compensation for services provided under this agreement will be on a time and materials basis in accordance with the rates contained in the Attachment. The hourly labor rates shown in the Attachment are subject to annual adjustments effective each anniversary of the contract signing date.

Subcontracts and Direct Expenses

When services are performed on a cost reimbursement basis, a markup of 10 percent will be applied to subcontracts and outside services and a markup of 10 percent will be applied to Direct Expenses. For purposes of this Agreement, Direct Expenses are defined to include those necessary costs and charges incurred for the project including, but not limited to, the direct costs of transportation, meals, lodging, mail, shipping, equipment, supplies, laboratory test and analysis, printing and reproduction services, and certain field equipment.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to GSI compensation when invoicing CLIENT.

Ownership of Documents

CLIENT agrees that all original documents produced by GSI in accordance with this agreement, except documents which are required to be filed with public agencies, shall remain the property of GSI. CLIENT agrees to waive any claim against GSI and to indemnify, defend, and hold harmless GSI for any and all claims arising out of any use, not authorized in writing by GSI, of these documents by third parties not related to this Agreement.

Cost Opinions

Any cost opinions or project economic evaluations provided by GSI will be on a basis of experience and judgment, but, because GSI has no control over market conditions or bidding procedures, GSI cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

Payment to GSI

Monthly invoices will be issued by GSI for all services performed under this Agreement. CLIENT shall pay each invoice within 30 days.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or portion thereof.

Insurance

GSI will maintain throughout this Agreement the following insurance:

a. Worker's compensation insurance in the statutory amount of not less than $1,000,000 for all employees engaged in the work. Owners of GSI who are exempt from worker's compensation requirements shall maintain equivalent disability insurance.

b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with $1,000,000 combined single limits.

c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of GSI or of any of its

employees, agents, or subcontractors, with $2,000,000 per occurrence and $2,000,000 in the aggregate.

d. Professional liability insurance of $1,000,000 per occurrence and $2,000,000 in the aggregate.

Insurance coverage in (b) and (c) above will name CLIENT as additional insured. Such insurance will be the primary coverage to GSI and CLIENT.

Before commencing work under this contract, GSI will furnish CLIENT with certificates of insurance verifying coverages and additional insureds. Certificates also will state that the insurance carrier will give CLIENT a 30-day notice of any insurance cancellation or material alteration.

Standard of Care

GSI will complete its services with the standard of care and degree of skill and diligence normally employed by professionals performing the same or similar services in the locality in which the services are performed.

Indemnification

GSI agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT from damages, liabilities, and costs to the extent such liabilities, and costs are caused by GSI's negligent acts, errors, or omissions in the performance of professional services under this agreement, or anyone for whom GSI is legally liable.

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless GSI from damages, liabilities, and costs to the extent such liabilities, and costs are caused by CLIENT's acts, errors, or omissions, or anyone for whom CLIENT is legally liable.

In the event that damages, liabilities, and costs are caused by the joint or concurrent negligence of CLIENT and GSI, they shall be borne by each party in proportion to its own negligence. This provision is intended to indemnify and hold harmless each other and each other's clients specifically in any situation in which employees, agents, and representatives commence a third party action for injuries or death otherwise covered by applicable workers' compensation laws.

Limitation of Liability

GSI's liability will, in the aggregate, not exceed $100,000. This provision takes precedence over any conflicting provision of this Agreement or any document incorporated into it or referenced by it.

This limitation of liability will apply whether GSI's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include GSI's officers, employees, and subcontractors.

Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this Agreement for any cause.

No Third-Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than CLIENT and GSI and has no third-party beneficiaries except as provided in **Limitation of Liability***.*

Materials and Samples

Any items, substances, materials, or samples removed from the project site for testing, analysis, or other evaluation will be returned to the project site unless agreed to otherwise. CLIENT recognizes and agrees that GSI at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that GSI assumes no risk and/or liability for a waste or hazardous waste site originated by other than GSI.

Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

Integration

This Agreement incorporates all previous communications and negotiations and constitutes the entire Agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the services, general or standard terms and conditions on the Purchase Order do not apply to this Agreement.

Force Majeure

If performance of the services is affected by causes beyond GSI's reasonable control, project schedule and compensation shall be equitably adjusted.

Changes

CLIENT may make or approve changes within the general Scope of Services in this Agreement, subject to GSI approval and with appropriate adjustment for costs and time for performance. If such changes affect GSI's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

Termination

This Agreement may be terminated for convenience on 30 days' written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. The preceding sentence does not apply to a non-payment for services rendered, at which time, CLIENT shall be deemed to be in default and GSI may suspend services. On termination, GSI will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

Attorney's Fees

In case this Agreement is referred to an attorney for collection, suit, or action, including arbitration, by any of the parties to enforce any provision of this Agreement, the prevailing party shall be entitled to, in addition to any award of costs or disbursements provided by statute, such additional sums as the court may adjudge reasonable as attorney's fees and costs to be allowed in such suit or action, including sums allowed as reasonable attorney's fees and costs on any appeal of such suit or action.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon and venue of any action shall be in Multnomah County, Oregon.

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: April 1, 2024

Agenda Item:
Status Report on Water and Sewer Code and Policy Updates.

Background:
In October 2023, Council was updated with a report on proposed changes to the policies and code chapters relating to water billing practices. This report and draft ordinance were the result of initial efforts that were started prior to the COVID-19 pandemic and changes in key personnel in Finance, Engineering and Public Works. With these circumstances, the process to update these provisions was put on hold.

Assistant City Manager/City Recorder Erik Glover, Finance Director Steve Baugher, and Utility Billing Accounting Technician Rebecca Morrow, have taken the lead to refine the work that was completed earlier with the working draft of the code provisions, and have developed detailed policies and forms to significantly improve these processes. They have worked with Public Works and others to develop policies, processes and forms to clean up our internal processes and to provide better consistency relating to the administration of these policies.

Following the October 2023 Council meeting, the City Attorney indicated that he would need some time to review the draft provisions and prepare code changes for Council consideration. The proposed working draft code provisions would create a new chapter in the code addressing billing for all utility accounts (Water, Wastewater and Storm Water). Currently there are different provisions and conflicting billing provisions between the three chapters of the code, even though these three costs are billed on one bill to customers in the City of Newport. In order to reduce the changes to the current code, the City Attorney is proposing to include all billing and account provisions in the water chapter of the code and then refer to those provisions in the wastewater and stormwater chapters of the code. Either way, inconsistencies in billing practices and between the three chapters of the code will get addressed.

Since it has been several months since this was discussed with the City Council, and since this is on my “to do” list before my upcoming retirement, we want to make sure that Council is comfortable with the proposed changes as the City Attorney finalizes these changes for consideration by Council. The City Attorney can further elaborate on this at the time of the meeting.

Attached is a report from Assistant City Manager Erik Glover that includes the working draft of ordinance changes, and drafts of policies and forms that are currently under review by the City Attorney. While the format of the final provisions will likely be modified by the City Attorney, it is anticipated that changes in processes will remain the same. It would be good for Council to review these proposed changes and provide any final input

before these changes are ready for consideration and possible approval by the City Council.

Recommendation:
No Action is required at this meeting.

Fiscal Effects:
None.

Alternatives:
Suggest any changes in the proposed practices, or as suggested by the City Council.

Respectfully submitted,

Spencer Nebel
City Manager

STAFF REPORT
CITY COUNCIL AGENDA ITEM

Meeting Date: April 1, 2024

Title: Report on Draft Code Revisions and Policies for Utility Billing

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

Recommended Motion: None, informational only.

Background Information:

At the May 01, 2023 work session Council heard reports regarding proposed changes to the municipal code regarding water, sewer, and stormwater utilities and the establishment of a written administrative policy regarding the same. Staff performed analysis on a variety of municipal utilities around the state of Oregon, including Toledo, Independence, Stayton, Jefferson, Wilsonville, Seal Rock Water District, and Lincoln City amongst others.

At the October 16, 2023 work session Staff presented an update on the subject, staff report presented at that time is available here Staff Report - Water Sewer Admin policies
At the same meeting, a report on municipal liens was heard staff report available here Staff Report - Municipal Liens

At the October 16, 2023 work session City Attorney David Allen indicated that a review and report of the changes/forms would be brought back to the City Council following the 1st of January. Since that time City Attorney Allen has held a number of meetings with staff to obtain additional comment on the forms, and Staff is optimistic these revisions can be brought into effect in the next month or so.

These two items operate dependently, in that, there is a strict process to follow to be able to legally place municipal liens for unpaid services received. The aspect of municipal liens has been an item of noted concern for a number of years now.

After a cross departmental work group of staff met through much of 2023 on a revised suite of application forms, and a draft policy/code chapter changes was developed. The changes are currently undergoing final review, and legal approval, and staff is optimistic they will be in effect within the next month or so following Council final action.

The following is a brief summary of the desired goals, and end result of this change:

- The creation of various new, and revised application forms with more information for staff, and customers. Designed to be clearer, form fillable, and the ultimate

end goal to be able to be received online. Facilitating easier application process, and account change tracking.

- To ensure that every necessary function/process has a clearly written process/associated form.
- To create an equitable deposit structure. Currently the City obtains a deposit from a property owner, and from a tenant on an account. This deposit is maintained basically in perpetuity. Under the proposed code, and due to the fact that liens can be placed, staff is proposing a reduced deposit amount. Further, staff is proposing to have a mechanism in place to be able to #1 waive deposits if a customer has existing good account history, and #2 to have a process in place to automatically refund deposits after 12 months of on time payment activity.
- To ensure that staff has the information, and assurances necessary to facilitate filing liens for unpaid water and sewer/stormwater bills on an automatic basis following proper notification.
- To create a separate meter installation fee for locations which have a current water/sewer service, but no meter currently installed, due to various reasons.
- To cleanup penalty charges/late fee items, to ensure that they are equitable based upon bill size, and sufficient to cover damages.
- To consolidate the rules and regulations of the various utilities, the current code sections have differing rules and regulations in some aspects which makes it hard.

In addition to the aforementioned code, and form updates, the City Council via the budget process will be reviewing and approving updated water and sewer/stormwater fee schedules which picks up a variety of the items mentioned above.

The initial draft code provision was compiled by Spencer Nebel, prior to Covid 19. Since this time, these provisions have been refined through internal work groups, and forms developed to implement the changes.

Staff would like to give special credit to Rebecca Morrow, and Steve Baugher who have put considerable time into the project with the CMO over the last year to arrive at a final product to simplify, and modernize the utility admin operations of the City, and address a few long-standing items of concern.

Fiscal Notes: None

Alternatives: None

Attachments:

Chapter 5.00 BILLING, COLLECTIONS & ADMINISTRATION OF UTILITY SERVICES.

5.05 DEFINITIONS

The following definitions apply in this chapter.

Applicant. A person, corporation, association, or agency applying for water service.

City: As used in Title V, City is defined as the City of Newport Oregon.

City Service Line. The water line between a main and a water meter.

Customer. A person receiving water service from the city. Upon approval of an applicant's application, the applicant becomes a customer.

Fire Protection Service. Provision of water to premises for automatic fire protection.

Flat Rate Water and Sewer Fees: These base rate fees are charged for every water account with a meter installed regardless of whether water is used, the account is off for non-payment, the water is off as a courtesy to the customer, there is no one residing at the service location, or the location is scheduled for demolition. These fees are used to pay for maintenance and purchase of infrastructure, operation, and other expenditures necessary for the function of Utility Billing and the Public Works department.

Mains. Water distribution pipelines owned by the city used to serve the general public.

Meters: All meters remain the property of the City.

Meter Installation Fees - Meter installation fees are charged for meter installation only and are not to be considered as payment for purchase of the water meter being installed. All meters remain the property of the Ctiy.

Municipal Utility: The City of Newport is a municipal utility per ORS 91.255 (1). A "municipal utility" does not include a people's utility district. A municipal utility is not subject to Public Utility Commission ("PUC") regulations and is also not a Utility Company, which company would fall under the regulations of the PUC. As the City is not a Utility Company, it is not subject to ORS 91.255 (2) which applies only to Utility Companies.

Payment Arrangements: The Finance Director is authorized to enter into payment agreements with delinquent customers. Such agreements shall not exceed the term of three (3) months

Premises. Buildings or other property operated as a separate unit from other property.

Private Service Line. The water line between the water meter and the premises. For unmetered lines for fire protection service, the private service line is the line between the connection with the main and the fire suppression sprinkler. (Chapter 5.10.010(G.)

amended by Ordinance No. 1975, adopted on March 2, 2009, and effective on April 1, 2009.)

Service Connection. The pipe, valves, and other facilities by means of which the water utility conducts water from its distribution mains to and through the meter, but does not include the private service line.

5.05.010 Combined Utility Billing

Water Services Charges, Sanitary Sewer Charges, Stormwater Charges and Infra-Structure Charges, as authorized by the City Council and Imposed on users of the Utility Systems, or any combination of such charges, shall be billed in conformance with the provisions of this chapter. For purposes of this chapter, utilities shall include water service, sanitary sewer service, and stormwater service provided by the city. The amounts received will be credited first towards charges as follows:

(1) Infrastructure Fees

(2) Stormwater Fees

(3) Sanitary Sewer Service

(4) Water Service

With the last portion of any payments credited for late fees, delinquent fees, interest, and utility shut-off fees.

5.05.020 Use of Funds Collected

All proceeds from charges for water, sanitary sewer, stormwater fees and infra-structure fees shall be allocated to each of the specific charges stated in Section 5.05.010 and, within these uses, shall be used only for operations, maintenance, capital outlay and administration of each of the utility systems.

5.05.030 Application for Service

Application for utility service shall be made in writing by the owner of the premise to be served, or the owner's agent, on forms furnished by the city, giving the location of the premise to be served, the date the applicant desires service to begin, purpose for which service is to be used, the address for mailing the bills and such other information as the city may require.

5.05.035 Non-Property Owner Accounts

Service may be instated/transferred to a non-property owner account holder, or authorized agent only with an approved transfer of service agreement submitted by the property owner. Rules and regulations established by the city for utility services shall be part of the service contract between the city and the applicant. All such rules and regulations are subject to change by the Council at any time. Filing of an application for use of city utilities shall be considered as consent by the applicant to be bound thereby.

If an application is not properly completed and filed with the City and all deposits and fees paid within five (5) days of a new service account being established, the account may be terminated, and the water disconnected to the premises

The City may not provide service to a tenant if the tenant has a previous unpaid utility bill unless the City and tenant agree to a plan for repayment of unpaid utility bills, in accordance with ORS 91.255 (5).

5.05.040 Deposits

Upon application for utility service, a deposit is required, in addition to any applicable fees. Deposit amounts are established annually by City Council, by Fee Schedule

"New Account" shall generally mean "Any customer desiring to submit application for water and/or sewer service at property served by such (or about to be) as in new construction."

A deposit requirement can be waived in the following situations:

- Customer has existing account that is in good standing with the utility and can be transferred to new account seamlessly, and/or

- Applicant requesting *"New Account"* has all current existing account(s) in good standing;

Upon customer request, the deposit can be refunded and/or waived if verified by the City that the customer/applicant(s) most recent, previous account was within six (6) months of application AND reflects at least twelve (12) consecutive months of on-time payment history with no late notices or disconnections;

All deposits approved for refund will only be applied to the account without interest.

5.05.050 Billing & Collection

A. Meter Reading.

Meters will be read at regular intervals for the preparation of monthly bills and as required for the preparation of opening and closing of accounts, and special bills. The city reserves the right to estimate meter readings in cases where actual meter readings are not available, and to adjust consumptions when actual readings are attained.

B. Due Date.

Utility bills are due and payable on receipt, and are delinquent if not paid within 15 days after the billing date.

C. Late Fees & Interest on Unpaid Balance.

~~Any amounts still unpaid the business day after the due date shall incur a late fee of $20.00, AND~~ 2% per month applied to the unpaid portion of the customer's bill. Furthermore, an interest rate of 1 ½% will be applied to the unpaid balance of the bill when billing has been delinquent for 30 days, and will be applied every subsequent 30 days that the customer's account is not paid in full. (Check state interest amount, I think it is 10 or 12% per year, there is a customary amount…)

D. Past Due Notice/Shut Off Notice.

Any account with a balance that remains unpaid for 30 days after issuance of the bill ~~will be charged a $20 Delinquent Notice fee and~~ will have mailed to the last known billing address of the account holder and of any landlord or property owner as applicable, Said notice shall specify that the account must be paid in full within seven (7) calendar days, or utility service will be shut off without further notice. City shall send past due notice/shut off notice to property owner or authorized agent, in addition to tenant.

E. Utility Shut Off.

If the bill remains unpaid through the date listed on the notice of shut-off, service shall be shutoff for non-payment on the next business day without notice, and a Shutoff Fee will be charged.

F. Payment Agreements.

The Finance Director is authorized to enter into payment agreements with delinquent customers. Such agreements shall not exceed the term of three (3) months. If the customer fails to comply with the terms of the agreement, then the water may be shut off without additional notice, and not turned on again until the outstanding charges are paid in full. Late fees and interest will continue to accrue even when there is a payment agreement in place. However, no Delinquent or Shut Off fees will be incurred and water will not be shut off if the terms of the payment agreement are met. Tenant(s) must obtain a written consent from the owner(s) registered on title to the property for which a Payment Arrangement is sought for the Payment Arrangement. The consent must be in the form provided by the City. The written consent may be obtained from the owner directly by the Tenant(s), or, at the request of the Tenant(s), may be obtained by City on the Tenant's behalf. No Payment Arrangement will be established without the written consent of the owner.

G. Restoration of Services.

The service shall be restored after a shut off for non-payment, only after payment of all charges, fees and penalties are paid in full. If the customer is a renter who subsequently moves out, the bill must be paid by the owner of the property before water service can be reconnected, or a new account for water service at that location can be established (in accordance with ORS 91.255 (4)). For service that was shut off for non-payment, water service will only be reconnected during normal business hours.

H. Denial of Service for Unpaid Past Due Balances of Prior Customers At Service Address:

Services obtained at service address shall be a lien against the premises served from and after the date of billing (as allowed by ORS 91.255), and entry on the ledger or other records of the city pertaining to the utility system; and such records shall remain accessible for inspection by anyone interested in ascertaining the amount of such charges against the property. City may deny service to an account, due to previous unpaid balance at the service address, and service may be restored only after full payment of all charges on the unpaid balance at the service address account are made, as per ORS 91.255.

I. Other Charges.

The Finance Director may include any obligation relating to the utility services as a charge on the utility bill.

J. Billing for a Fractional Month.

The flat or base rate portion of any fractional month will be pro-rated.

K. Contested Bills and Appeals Process

Any person who has received a denial of an application for service, or by termination of water service, or who disputes the amount of a billing may appeal as follows:

1) Within five (5) calendar days of a receipt of a disputed billing, or five (5) days of notice of an adverse action on an application, or five (5) days' notice of termination, a person aggrieved may appeal formally to the Finance Department. If the utility billing clerk is satisfied on the basis of discussion that the action of the city was in error, the billing clerk shall notify the Finance Director, who will adjust the account accordingly, and place a memorandum in the account file explaining the adjustment. If the billing clerk does not believe the department was in error, the aggrieved person may proceed with a formal appeal.

B. Formal Appeal

2) Within five (5) calendar days of completion of Step 1, an aggrieved person, not satisfied with the decision of the informal appeal may appeal to the City Manager in writing. The appeal shall be filed upon a form provided by the Finance Department. The appellant shall indicate upon the form whether a hearing is desired,

C. Conduct of Appeal Hearings.

3) Within ten (10) days of filing of an appeal, the City Manager shall set a time and place for the hearing. Appeal hearings conducted shall be informal by nature. Any grounds or issues not raised with the billing clerk in Step 1 shall be considered to have been waived. The City Manager may examine the records of the Finance Department, question department personnel, and seek advice of legal counsel before

rendering a decision. Such actions need not be taken in the presence of the applicant. Following the hearing, any investigation conducted under subsection C of this section, the City Manager shall issue a written decision. The decision shall be final upon that date, and the letter with the decision is deposited in the mail to the appellant at the appellant's address as shown upon the records of the Finance Department.

1. The finance director or designee shall have the authority to waive utility charges up to $500. Such waiver may be made based upon a written request from the customer and for good cause. Good cause may include, but is not limited to, correction of user or account information, failure of the city to send a bill, demonstrated failure of a user to receive a bill, correction of measurement of either fixture units or equivalent service units and adjustments to the time in which requester became the user. Waivers may include returned check charges, disconnection charges or utility charges.

2. The city manager or designee shall have the authority to waive utility charges up to $2,500. Such waiver must be made based upon a written request from the customer and for good cause as defined in subsection A of this section. The city manager shall receive a written report of findings from staff and then weigh the evidence presented by the customer and the staff before making any such waiver.

M. Storm Water Fee.

In the event that a property is required to pay storm water fees that is not provided water service, the owner or person responsible for the property will be billed directly for the storm water fees.

N. New Account Fee

A nonrefundable new account service charge and a deposit are required to establish a new account. The service charge is required on all accounts regardless if the water is on or off or if the account has been previously in the customer's name.

O. Unsanitary Premises

Once an account has their water service shut-off, all past due and current billings must be paid for service to be turned back on. Once water service has been shut off for one week or more, Utility Billing will notify the City Building Official to begin a notice to vacate the property

5.05.060. Billings of Separate Meters not Combined.

Each meter will be billed separately, and readings of two or more meters will not be combined unless specifically provided for in the rate schedule, or unless the city's operating convenience requires the use of more than one meter, or a battery of meters. The minimum monthly charge for such combined meters will be based on the diameter of the total combined discharge area of the meters.

5.05.070. Billing Tenants or Management Firm.

A property owner, or the owner's agent, may authorize that city utility charges be billed directly to a tenant, or management firm on the application for service. In such cases, a property owner or authorized agent shall complete the approval to start or transfer service form, and these instructions will remain in force until cancellation is made in writing, and acknowledged by City. Owners are to notify the city within twenty-four (24) hours of any changes in customer billing. Water service will remain active between tenants unless otherwise instructed by the owner. Owners will be responsible for all utility charges per ORS 91.255, including charges incurred by all tenants/management firms, for periods of vacancies between tenants/management firms, and for any time periods for which the city was not notified of a change in occupancy.

5.05.065 Required Notification to City

Account holder shall notify the City within 30 days of occurrence of any account changes such as move in/move out, or new property acquisition

5.05.080. Owner Responsibility for Utility Charges.

Responsibility for payment of city utility charges shall be that of the person who owns the property. The responsibility for payment to the city does not pass to the tenant or other occupants, notwithstanding the fact that tenants, or other occupants, may be required by the property owner to pay the charges. The city shall provide information to the owner regarding the status of a tenants account on request in accordance with ORS 91.255 (7), and shall send Delinquent/Lien Notices to the last address of the City records of the property owner/authorized agent as well as the last address in City records of any tenant when the customer account is in the tenant's name. If any tenant does not pay their bill, the bill will then be transferred to the owner of the property in accordance with ORS 91.255 (3).

5.05.100. Final Bills.

A customer shall notify the City in advance of the date service is to be discontinued and transferred into a new customer's name. The customer shall pay all utility charges until the date of such discontinuance. If notice is not given, the customer will be required to pay for service until the date the City has learned the customer has vacated the premises. Final bills will be calculated, any customer deposits applied, and then mailed to the last known address of the customer. Final bills are due and payable upon receipt. If a new forwarding address for a tenant or a previous owner us unknown, the final bill must be immediately paid in full by the current owner of the property before a new water service account can be established. Final bills of tenants which remain unpaid twenty (20) days after the final billing date, shall be submitted to the owner for payment. The city may disconnect water service to the premises, notwithstanding if an account has been established with a subsequent tenant, if the final bill of a previous tenant remains unpaid through thirty (30) days after the final billing date.

5.05.110. Collection Costs.

In the event of any suit or proceeding to collect delinquent utility charges, the property owner shall pay all collection costs, including attorney fees at trial and at an appeal, as part of the delinquent amount. In the event, that the account is assigned to a private collection agency, a fee shall be added to the account before being assigned to cover the cost of collection. (Note: needs review by City Attorney.)

5.05.120. Discontinuance of Water Service.

Water service to all properties is continuous and base rate fees cannot be ceased unless the meter to that property is removed. At that time, the water and sewer flat rate and usage billed will cease, but stormwater rates will continue to be billed. A customer may request that water service be transferred from their name if they are no longer the renter or owner of the property by notifying the city in writing, by phone or in person. The customer remains responsible for all water service provided until the date the city initiates service to a new customer. The customer remains responsible for storm water fees and infrastructure fees during the time the water bills have been discontinued. (Meters are the property of the City and, if the meter has been removed but the customer wants to again have a meter installed, the customer must pay for new meter installation at the current rate, including any additional installation fees quoted by Public Works department. No credit will be given for any meters removed since the meters are the property of the City.

5.05.130. Liens on Property for Unpaid Utility Charges.

The City of Newport is a municipal utility and, for transfers of claim on property when utility bills aren't paid, the City falls under ORS 91.255 (1) definition of a municipal utility. The City is not a utility company and, therefore, does not fall under the definition of such a company defined in ORS 91.255 (2). City utility charges shall be a lien against the premises served from and after the date of billing (as allowed by ORS 91.255), and entry on the ledger or other records of the city pertaining to the utility system; and such records shall remain accessible for inspection by anyone interested in ascertaining the amount of such charges against the property. When a bill or utility service remains unpaid sixty (60) days after it has been rendered, the city may give constructive notice pursuant to ORS 93.643 of the lien hereby created and the lien may be foreclosed in the manner provided by ORS 223.610, or in any other manner provided by law or city ordinance. The city may refuse water service to any property upon which a lien has been attached until the amount owing on the lien has been paid to the city.

5.05.140. Meter Testing.

A. Testing 1.5 Inch and Larger Meters

1. For 1.5 inch and larger meters, the city shall test meters in service at the request of a customer, provided that the customer pays a fee ~~deposit to cover the reasonable~~ amount of the test. The customer will be notified not less than five days in advance of the time and place of the test. The customer representative shall have the right to be present in person or through a representative when the test is made. If the

test reveals that the meter was inaccurate by more than 2%, the entire amount of the deposit will be refunded. If the test reveals that the meter was accurate, the city shall refund the difference between the deposit and the cost if the deposit exceeded the cost, or require payment of the difference if the cost exceeded the amount of the deposit.

A written report giving the results of the test shall be available to the customer within 10 days after completion of the test.

2. If a 1.5-inch or larger meter is found to be registering more than 2 per cent fast under conditions of normal operation, the city will refund to the customer an amount calculated to reflect any overcharges for the previous three months. Do we replace meter for free?

B. Testing Meters Smaller Than 1.5 Inches. At the request of a customer, the city will field test a meter smaller than 1.5 inches, provided the customer pays a fee ~~deposit to cover the reasonable amount~~ of the test. If the city determines that the meter is inaccurate, the city will refund the testing fee, and replace the meter at the city's expense. If the city determines that the meter is accurate but the customer wishes a new meter, the city will install a new meter on payment by the customer of the cost of the meter installation.

C. Non-functional Meters. The city may bill the customer for water consumed while any meter was not registering. The bill will be at the minimum monthly meter rate, or will be computed upon an estimate of consumption based either upon the customer's prior use during the same season of the year or upon a reasonable comparison with the use of other customers receiving the same class of service during the same period and under similar circumstances and conditions.

5.05.145 Meter ownership

All meters remain the property of the City.

5.05.150. Leak Adjustments.

The following policy is in regards to adjusting utility accounts when account holder experiences an "excess in water usage" due to water supply break, failure, and/or leak on the customer (private) side of the water meter beyond their control.

- A utility bill MAY be adjusted, AFTER proof (i.e plumbers invoice, parts receipts, plumbing permit, etc.) has been provided to the City that the supply line has been repaired or corrected, according to the following:
  - The charge for water billing will be based upon the average consumption for the billing periods of the previous 12 months beginning with the month just prior to when the problem occurred, PLUS½ of the water consumption measured in excess of the above referenced average for the billing period the problem occurred.
  - If the charge for sewer billing is based upon the volume of water metered, any/all adjustments will be based upon the 12 month average consumption described above unless billing was not affect by this "excess water usage" i.e. during Winter Averaging.

o Customer must request a leak adjustment within six (6) months of the occurrence. Requests for adjustments beyond six (6) months will not be considered.
o If approved, the adjustment to the bill will be for no more than the last two billing periods.
o No leak adjustment is allowed for a leaking toilet or for negligent failure to repair a leak.
One adjustment per utility account will be allowed per calendar year (rolling 12 month year from last occurrence)

5.05.160. Unauthorized Restoration of Service.

It is illegal to tamper with a water meter. If utility service to a delinquent account has been turned off, and if the owner's, occupant, or other unauthorized person turns the meter back on or otherwise tampers with the meter, a tamper fee shall be added to the account. Such fees shall not prevent, nor replace regular charges for the services used, nor preclude judicial remedies or criminal or civil sanctions. Furthermore, the water service will be turned back off and service will not be restored until the customer's account, including any tamper fee billed, is paid in full.

5.05.170. Rates, Fees, Deposits, and Charges Established

All rates, fees, deposits and charges required by this chapter shall be established by resolution of the City Council on an annual basis as part of the annual budget process. Fees shall include water rates, sanitary sewer rates, storm water rates, infrastructure fees, and deposits, delinquent fees, turn-off and/or turn-on fees, bad check fees, application fees, connection fees, inspection fees, fees for improper connection, fees for misuse of the system, and disconnect fees, industrial or commercial sewer surcharges, or the discharge of sewage of unusual strength or character, and other fees as City Council deems appropriate for the operation of the utility systems.

5.05.180. Notices.

A. Notices to customers. Notices required to be given by the city to a customer will be given in writing and may be mailed to the last known billing address of record, hung on the front door of the property, or personally delivered to the customer. The city is not responsible for lost, stolen or non-deliverable mail. Any defect in a notice of delinquency or other violation of these provisions shall not prevent enforcement of these provisions.

B. Notice from Customers.

Notice from customers to the city shall be given by the customer or their authorized representative in writing to the city Finance Director.

5.05.190 Violations/Penalty.

A. A violation of any provision in this chapter is a civil infraction subject to a civil penalty of up to $500. Each day of violation continues shall be considered a separate violation,

B. Violations that constitute a health hazard are nuisances and may be abated as nuisance or by any other legal means of eliminating the hazard.

5.05.200 Severability Clause

The provisions of this chapter are severable, and it is the intention to confer the whole or any part of the powers herein provided for. If any clause, section or provision of this chapter shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of this chapter shall be in full force and effect and be valid as if the invalid portion thereof had not been incorporated herein. It is hereby declared to be the City Council's intent that this chapter would have been adopted had such an unconstitutional provision not been included herein.

May 01, 2023
4:00 PM
Newport, Oregon

CITY COUNCIL WORK SESSION

The Newport City Council met on the above date and time in the City Council Chambers of the Newport City Hall. On roll call Jacobi, Parker, Hall, Sawyer, Goebel, Kaplan, and Botello (delayed arrival).

City Staff in attendance were: Spencer Nebel, City Manager; Erik Glover; Assistant City Manager/City Recorder. Also present were; Steve Baugher; Finance Director, and David Allen, City Attorney.

CALL TO ORDER AND ROLL CALL

Sawyer called the meeting to order at 4:03 P.M. and Glover conducted roll call.

DISCUSSION ITEMS

City Manager's Report. Nebel presented the written City Manager Report on Monday, May 1 at 4 PM the City Council will meet in a work session to discuss two finance policies and to schedule an Executive Session for the purposes of discussing negotiations. This will be followed by an urban renewal meeting scheduled for 4:45. This meeting will be to approve minutes and schedule an executive session that will follow the regular City Council meeting. Following the Urban Renewal meeting, we will have an executive session for negotiations. The City Council will start at 6 PM and following the Council meeting will have the Urban Renewal meeting to discuss land transactions. A schedule provided below for times and issues to be discussed during the course of the meetings on May 1. Schedule for Meetings for Monday, May 1, 2023 1.) City Council Work Session at 4 PM. 4:00 Discussion on write-off policies (20 minutes) 4:20 Discussion on utility billing policies (20 minutes) 4:40 Scheduling an Executive Session for labor negotiations (5 minutes) 4:45 Adjournment 2.) Urban Renewal Meeting at 4:45 PM. 4:45 call to order, approval of minutes and scheduling an Executive Session for property transactions (5 minutes) 4:50 Adjournment 3.) Executive Session on labor negotiations 4:50 PM. 4.) Regular Council Meeting at 6 PM. 5.) Executive Session for URA property transactions immediately following adjournment at the Regular Council meeting. Discussion on Draft Write-off Polices for Uncollectable Debt (20 minutes) I have had a number of priorities to clean up various practices and policies for the City of Newport that had been previously identified by me, the Budget Committee or the City Council. This includes water and sewer policies, write-off policies, completing the personnel manual, implementing the purchasing and contracting policies, and other similar efforts that will certainly be of great assistance to future city managers, city councils and staff. This will remain one of my top priorities as we proceed through this year.

I appreciate the efforts of Erik Glover in pulling together a number of these draft policies. Presenting them to the Council as working drafts to get further feedback from Council. City Attorney, David Allen, will also be reviewing this in further detail as we refine this document. We also need to work with the Finance Department to make sure that the provisions included in these policies are appropriate. This has been a challenge, as Steve has been working single-handedly to get through the audit and budget processes. He has had to set aside a number of other things in order to keep those two major efforts moving forward. within the timeframe we need to pull together those efforts. The City Finance Department does not have a written policy on debt to be written off when it is uncollectable. Erik, however, has a reviewed a number of municipal policies and pulled together this draft for your review. It provides for regular process of writing- off bad debts. It provides that the City Manager shall provide an annual report to the City Council on outstanding debt. It outlines the situations which may result in writing-off uncollectible receivables. We will review this policy with Council to get any additional input on how to proceed with this policy.

Policy and Code Provisions for Utility Billing (20 minutes) Over the years with the changeover of personnel in Finance, there have been many practices that have been in place for the utility billing system that do not necessarily match up with our Newport Municipal Code provisions. Accounting Technician, Rebecca Morrow, has identified several specific concerns and has asked for guidance in addressing those issues. Rebecca has also been working with Erik Glover on modifications to the Code and modifications to specific policy, on how to handle specific utility billing issues. In December 2022, we reinitiated efforts to revise the billing, collections and administration Code for utility services. Our current Code provisions have separate billing provisions for water, wastewater and storm water, even though they are all collected in the same method. This has certainly created some administrative confusion in the past. We are proposing the addition of section 5.05 which would be a section entitled Billings, Collections and Administration of Utility Services that would consolidate all the billing processes in one section for water, wastewater and stormwater. Erik Glover and Rebecca Morrow have been reviewing this section to address a number of issues. Some of the key concerns are having a uniform method of dealing with late fees and interest on accounts, having a reasonable deposit policy, and incorporating provisions as to how leak adjustments are to be handled.

The Code provisions will need further review prior to scheduling them for a public hearing and Council consideration of approving these revised Code provisions. Of more immediate concern, is an administration policy change that we are planning to make regarding landlord-tenant utility accounts. Most landlords have been very responsible about covering any outstanding balances left by tenants on their properties. One issue that the Finance Department has not been doing, however, is having the owner of the property sign a form indicating that they wish to have the account in their tenant's name, and in return, will guarantee payment of the account if the tenant does not pay. While holding the land owner responsible has been our practice, we have had property owners raise this issue that they did not agree I writing to be responsible for this bill. We are proposing to require all landlords to sign the attached form at the time that a tenant vacates a piece property and a new tenant is moving into the property. If the property owner will not sign the form, and does not pay the bill, we will not provide water service

for any new tenants. I appreciate the efforts of Rebecca Morrow in identifying this problem. I plan to proceed with this change in practice that will make it consistent with our current Code provisions so that there are no questions regarding the property owner's responsibilities for paying any balances left on properties. As an alternative, the property owners could keep the bills in their name, pay the bills, and then collect from their tenants, should they choose not to sign one of these forms.

Scheduling an Executive Session for Purposes of Discussing Labor Negotiations (5 minutes) I would request that City Council consider the following motion: I move to hold an executive session immediately following the Urban Renewal meeting for consultation with labor negotiators for the International Firefighters Association contract discussions. Following the work session there will be a brief Urban Renewal meeting to schedule an executive session, and then the Council will go into executive session to discuss labor negotiations. The regular meeting starts at 6 PM and an executive session for Urban Renewal will be held immediately after adjournment of the regular meeting.

Report on Write-Off Policies for Uncollectable Accounts Receivables including Business Licenses known as Bad Debt. Nebel introduced the item and advised water and sewer policies cleanup is also planned, due to some variances between practices and code. Nebel advised that the practices related to writing off bad debt has not been good, he advised Finance Department reviewed records and it doesn't seem that any bad/uncollectible debt has been written off in ten years. He advised that for example Business Licenses are auto generated by billing software, many of these companies are out of business and the system auto bills yearly.

Nebel reviewed the draft written policy, and advised that this change and regular practices guided by policy, should clean up the financial records of the City. He advised a challenge with these new policies is the Finance Department is having staffing challenges, a new person in Accounts Payable, a staffer with about a year in utility billing. The good aspect is they are evaluating stuff with a critical eye, the bad part is they are still learning what they are doing. Nebel reported he wanted to express his thanks to Steve baugher who has been doing double duty for the last year here in Newport, and implementing new GASB standards and an intensive audit, which was overlaid with budget.

Nebel covered 3.0 of the draft policy, dealing with homeless, deceased or incarcerated folks saying at present they are currently not written off. Parker referenced incarcerated aspect of the policy, and if it pertains to restitutions by incarcerated person, and suggested using parole and probation to collect debts from incarcerated folks instead of writing it off. He advised folks provide cash on the books for folks, so it seems like some of that could be used for payment instead of deleting the debt, as everyone is an adult and subject to the rules.

Nebel reported that Attorney Allen advised it would likely not be worthwhile to sue a debtor. Nebel advised a yearly report would be given to the City Manager who would present the report annually to City Council on debts written off. Nebel advised just because the debt is written off for accounting purposes, it would still be maintained in the event the debt is collected at a later point. Allen referenced statutory interest is simple

rate of interest at 9%, not 12%, and would recommend statutory legal rate of interest as 9% on principle. Nebel advised this is a working draft and can be evaluated.

Parker shared that it would be nice to see a graphical representation of all the debts by category. There have been some property tax collections in the news recently, and it would be important to have a breakdown by category, and trending over time.

Hall asked what someone submits as identification an SSN, Oregon Driver's License, or what number is used for collections purposes as she had a concern with fairness and consistency. Hall referenced a concern with the time spent to track down $100 after 3 years for example. Nebel advised a threshold for amounts needs to be put into policy.

Goebel advised a deficit of that is that the City will get a reputation as being not likely to collect debt and be taken advantage of. Allen advised that the City has a collections agency.

Baugher reported he believe ODL was obtained for utilities. Hall reported that collecting the information the same from all categories is necessary. She advised treating utility rate payers the same as room tax payers was important.

Allen advised room tax interest is 1% per month, so perhaps 9-12% would be a good interest rate, but he would want to review the code. He suggested referencing using interest rate provided in code, but if one is not there then default/statutory rate of interest.

Parker asked if abatement costs factor into, Nebel advised that is more likely leaning towards Property Liens discussion would be another upcoming discussion.

Goebel asked why is this being done? Nebel said to clean up the books the City has a decade of debt which needs written off, and secondly a clean and clear policy to prevent the accumulation of bad debt in the future. Nebel advised the amounts of bad debt by category would need to be brought back in a future report.

Allen advised abatement costs are in code and interest is 9% per annum, and suggested making consistent with code.

Hall said interest for room tax for 1% per month, and 12% after 30 days would it be an unfair assessment. Allen reported it was important to be tied to the code if there was an interest rate which was different. Hall reported it would be important to know the threshold amounts for write off.

Glover advised that page 4 of the policy details the threshold amounts, section 5.

Hall asked if the City is consistent on identification for what is being requested. Nebel advised probably not as someone checking out a hydrant meter, would be different than airport hangar, which is different than utility billing, which is different than room tax.

Report on Draft Code Revisions and Policies for Utility Billing.

Nebel gave the report and detailed that separate provisions for water, wastewater, and stormwater billing exist, as well as collections protocols, despite being collected on one bill. Nebel detailed deposits. Nebel covered leak adjustments Sawyer inquired about what the City is charging for deposit on water? Baugher reported the amount was $346.00. Sawyer reported the deposit was $100 when he first came here. Sawyer reported it seems good to have a deposit refund, instead of keeping it permanent. Nebel advised this is covered in the draft code as discussed tonight. Botello asked if someone is hard up for an account if they can borrow the money from the City to get it turned on, and then get it back? Nebel reported that was not an option. Baugher advised the deposit is kept and refunded at final close out. Nebel advised the purpose of the deposit is to protect the utility, and somewhat the landlord, if there is a open balance left.

Goebel asked about habitability and water service being needed. Kaplan referenced a concern about deposit and homelessness. Nebel detailed landlord tenant responsibility for water bill. Allen detailed the code requiring property owner responsibility, which has not been placed on application forms to date and practice since 2008 has not consistent with existing code.

Allen detailed that as new tenants establish accounts, landlords will have to sign the new form to effect a change.

Parker advised that this change provides some clarity for tenant which is great. Allen advised we don't want to get into landlord tenant agreements/relationship, but there are some notice provisions in the statute which needs to be followed in this process. These will ultimately be outlined in any agreement to provide notice before any action. Parker reported he has experience as a renter in Oregon, and utility increases was always a reason to increase rent.

Sawyer asked what is the process on a rental, Renter A moves out and gets deposit back, and Renter B moves in a month from now. Does the City switch from renter, to landlord, and to new tenant. Baugher reported it transfers back to landlord, then the new tenant upon application. Nebel generally the water bill will remain with the landlord unless they request in writing the City transfer an account to a tenant, with the property owner's understanding of being responsible.

Allen noted concern on landlord tenant to question by Parker.

Nebel detailed that a change to utility billing cycles has already been made, by shifting to only one billing cycle per month. Previously with manual read meters, 4 separate routes were ran by readers, thus four billing cycles. This transition will have some with a longer period of use, some will have a shorter use and from this point forward meters will be read on one day a month which will be closer to billing period.

Hall said she is concerned with landlord having to come in to City Hall sign off on the forms, and had concerns about making the process more difficult for folks. Nebel advised that a signature would need to be obtained electronic or in person. Allen detailed that docu-sign for e-signatures may be an option, as they seem to be commonplace. Baugher reported his ultimate goal is all the forms and processes are online and folks don't have to come in to City Hall to fill out any of them.

Nebel advised this is a year of cleanups, and getting this cleaned up should make things easier for future managers.

EXECUTIVE SESSION

Scheduling an Executive Session Pursuant to ORS 192.660(2)(d) to Discuss Labor Negotiations

MOTION was made by Kaplan, seconded by Parker to hold an executive session immediately following the Urban Renewal meeting in accordance with ORS 192.660(2)(d) for consultation with labor negotiators regarding the current negotiations with the IAFF. The motion carried unanimously in a voice vote.

ADJOURNMENT

There being no further business, the meeting was adjourned at 5:03 PM

October 16, 2023
4:02 PM
Newport, Oregon

CITY COUNCIL WORK SESSION

The Newport City Council met on the above date and time in the City Council Chambers of the Newport City Hall. On roll call Jacobi, Hall, Goebel, and Kaplan. Botello was previously excused. Parker was excused.

City Staff in attendance were: Spencer Nebel; City Manager, Erik Glover; Assistant City Manager/City Recorder, Steve Baugher; Finance Director, David Allen; City Attorney, Beth Young; Assistant Planner, Catherine Rigby; Grants Manager.

CALL TO ORDER AND ROLL CALL

Kaplan called the meeting to order at 4:02 P.M. and Glover conducted roll call. MOTION was made by Hall, seconded by Jacobi to excuse Parker from the October 16, 2023 Work Session, Regular Meeting and Urban Renewal Agency meeting. Motion carried unanimously in a voice vote.

DISCUSSION ITEMS

City Manager's Report. Nebel presented the written City Manager's Report saying The City Council will hold a work session on Monday, October 16 at 4 PM to cover a number of issues. In addition, an Urban Renewal Agency meeting has been scheduled for 5:15 with the regular City Council meeting at 6 PM. Schedule for Meetings for Monday, October 16, 2023 1.) City Council Work Session at 4 PM 4 PM Discussion on Safe Routes to School Program. (20 minutes) 4:20 PM Report on draft code revisions and policies for the City's utility billing system. (40 minutes) 5 PM Report on municipal liens. (15 minutes) 2.) 5:15 PM Urban Renewal Agency meeting. (10 minutes) 3.) 6 PM- Regular City Council meeting. Presentation by Nora Stoelting, SRTS Specialist, from ODOT (20 minutes) Nora Stoelting will present an update on the Safe Routes to School Program that is available for cities and schools throughout the State of Oregon. The Bicycle and Pedestrian Committee has indicated that the City Council may wish to apply for SRTS grants in the next two-year funding cycle.

Report on Revisions to Water and Sewer Utility Policies and Ordinance (40 minutes) Over the years, the City's water sewer utility billing practices have developed with different personnel carrying out various processes that constitute the way which the City has been handling accounts. Prior to Finance Director, Mike Murzynsky's, resignation from the City, efforts have been initiated to do a comprehensive review of these practices. Following Mike's resignation, work on this review was halted. Assistant City Manager, Erik Glover, and Accounting Technician, Rebecca Morrow, have taken the lead in reviewing these practices, current Oregon ordinances, a review of the preliminary changes that have been drafted to the Civil Code when Mike Murzynsky were working on this task to address areas

of concern with our existing practices. Attached is a report from Assistant City Manager, Erik Glover, summarizing a number of the changes that are being discussed regarding bringing our practices and code up to a clear and enforceable standard. We would like to get some direct input from City Council and these proposed changes prior to moving forward with the public hearings and recommended ordinance changes that would be necessary to implement these efforts. Please note there are some components that can be accomplished under current code while other issues may require an ordinance to modify code provisions. We will discuss this process and request direction from Council on how best to proceed with these reforms.

Report on Municipal Liens The Budget Committee has recommended that the City review its practices on utilization of municipal liens. Assistant City Manager/City Recorder Erik Glover, has provided a report on the use of municipal liens. During the tenure of City Attorney, Steve Rich, Steve and Finance Director Murzynsky had determined that the City's utility leaning process was not enforceable. During Finance Director Murzynsky's tenure, the City ceased trying to place liens on properties for utility billing issues. It is certainly appropriate to review this practice to determine how the City wants to proceed in the future. Erik has done research on the ORS provisions regarding placing utility liens on property that is provided for Council review. Following this discussion, we can proceed with next steps in changing our lien practices, if directed by Council. Following the work session, a brief Urban Renewal meeting will be held followed by the regular City Council meeting at 6 PM.

Presentation by Nora Stoelting, SRTS Specialist, from ODOT

Stoelting presented a Power Point presentation, and a presentation of the Safe Routes to School Program and relevant program dates. Nebel said one of the things that is unique in Lincoln County School District is one district for seven individual cities, often other areas have multiple school districts. Nebel asked Stoelting if she had seen a model where there is a program based out of individual high school or elementary schools, instead of all the district. She identified the Lane Council of Government who has a coordinator for all the rural county schools, which is spread across a wide geographic area and multiple districts which seems to works. Stoelting shared that working with one school only may not work, as there may not be enough to do for a full position, as they usually float between multiple schools. Nebel asked if they are usually with the school or district? Stoelting shared it is usually school, or district, sometimes a City or a non-profit. Jacobi shared that she remembered riding without training wheels, and it was a feeling of joy. Stoelting said the freedom and independence ties to the joy as well. Council thanked her for providing a presentation

Report on Revisions to Water and Sewer Utility Policies and Ordinance. Glover presented the written staff report which said at the May 01, 2023 work session Council heard reports regarding proposed changes to the municipal code regarding water, sewer, and stormwater utilities and the establishment of a written administrative policy regarding the same. Staff performed analysis on a variety of municipal utilities around the state of Oregon, including Toledo, Independence, Stayton, Jefferson, Wilsonville, Seal Rock Water District, and Lincoln City amongst others. Over the years with the changeover of personnel in Finance, there have been many practices that have been in place for the utility billing system that do not necessarily match up with our Newport Municipal Code

provisions. Accounting Technician, Rebecca Morrow, has identified several specific concerns and has asked for guidance in addressing those issues. Rebecca has also been working with Erik Glover on modifications to the Code and modifications to specific policy, on how to handle specific utility billing issues. In December 2022, staff reinitiated efforts to revise the billing, collections and administration code for utility services. Our current code provisions have separate billing provisions for water, wastewater and storm water, even though they are all collected in the same method. This has certainly created some administrative confusion in the past. We are proposing the addition of Section 5.05 which would be a section entitled Billings, Collections and Administration of Utility Services that would consolidate all the billing processes in one section for water, wastewater and stormwater.

Erik Glover and Rebecca Morrow have been reviewing this section to address a number of issues. Staff has continued multiple internal meetings to discuss, research best practices and provide a solution which appears to address the concerns of all concerned stakeholders. Some of the key concerns are having a uniform method of dealing with late fees and interest on accounts, having a reasonable deposit policy, and incorporating provisions as to how leak adjustments are to be handled. The code provisions will need further review prior to scheduling them for a public hearing and Council consideration of approving these revised code provisions.

Of more immediate concern, is an administration policy change that administration is planning to make regarding landlord-tenant utility accounts. One issue that the Finance Department has not been doing, however, is having the owner of the property sign a form indicating that they wish to have the account in their tenant's name, and in return, will guarantee payment of the account if the tenant does not pay. Staff has developed new water and sewer utility forms to alleviate this concern. Most landlords have been very responsible about covering any outstanding balances left by tenants on their properties. The municipal code is quite clear about the landlord being responsible for debts, but practice wise our forms have not had an owner recognition/acceptance of that fact. We have had property owners raise this issue that they did not agree in writing to be responsible for this bill. We are proposing to require all landlords to sign the attached form when a new tenant account holder desires to create an account. Under the proposed changes, service would follow the property owner, unless they provide a consent to transfer form which would allow service in tenant or management company's name, with a guarantee the property owner will pay any delinquent charges, if that account holder fails to pay the charges. If the property owner will not sign the form, and does not pay the bill under their own name/account, we will not provide water, or sewer service to the property. Another issue which has occasionally arose, is customers calling in, or making a request to have an account change such as address, account holder, etc. the City making that change, and then at a later point saying they did not authorize the changes. Staff has developed forms which accomplish this purpose in writing.

Another issue which has occasionally developed is the fact that Newport has one Utility Billing Specialist (Rebecca Morrow), when she is on vacation, any changes to accounts, or establishing new accounts, or processing of delinquent/lien notices still needs to be done. This gets done by another staff in the finance department, who may not necessarily be familiar with municipal code sections pertaining to utilities, or department practices. It is expected that these forms will make it easier for all staff to

follow along with the process, in the event the utility billing specialist is away. Another issue which has occasionally arose is that a tenant account holder is on the monthly delinquent/shutoff list after being approximately six-week delinquent from the bill date. They approach the City and then ask to make a payment plan, and provide a small payment to continue services/avoid the shutoff. The tenant then ends up leaving the property, or gets evicted and then leaves the further increased delinquent balance open. Some landlords have expressed concern with this practice, as the delinquent bill is larger than it would have been, had the City continued the shutoff process. With respect to current process, and for the August 2023 utility for example, the bill was sent out the last day of August, and was due 9-15-2023. If it was not paid by 10-3-2023, the City sent out delinquent notices on 10-4-2023 in the morning. If the customer's account is not fully paid, by 10-17-2023 the water got shut off on 10-18-2023. Leak adjustments are another item of concern. Occasionally staff will receive an office visit, or phone call with a demand to credit a customer's account immediately for a leak.

Staff then clarifies the process of providing evidence that a leak has occurred (invoices, receipts etc). Staff will have a written form and application process, which clearly displays the rules. One oddity in current Newport practice, is the fact that deposits are obtained from property owners, and by tenants on a property. The deposit is then held in perpetuity, until close. Under the proposed code, deposits can be refunded upon request to a property owner, or tenant, provided there are 12 months of on time payments/no delinquencies. Another desired goal of the proposed code changes is correcting interest/delinquent penalties. At present an account pays a $20.00 fee for non-payment/delinquent notice, and a $44.00 reconnect fee if account is shutoff. In the case of an average residential user with say a $100.00 monthly bill, and a commercial account with an average $2,500 monthly bill the fee impact is vastly different. Under the proposed code, Staff is proposing to shift to a fixed fee for delinquent notice, plus a percent of bill, in this case $20 and 2% of late balance. This helps to address the inequity in the current system, and help to ensure that all account holders are paying bills timely.

Overall the suite of forms is designed to make it easier for residents to engage with utility services at the City, and secondarily to provide for a more clear-cut administration of the utility services. These forms and processes are also designed to provide for easier administration when taking staff changes, vacancies or turnover, into account. With respect to placing liens in particular, a very methodical process must be followed, these forms help accomplish that. One key consideration of designing these forms was the aspect of them being form fillable. The current application form is written, and in addition residents have to make a visit to City Hall to pay via cash or check. The long-term goal is that residents can file/create these forms automated/fully online, and also pay online using a credit/debit card. It is expected that the relevant sections of the municipal code pertaining to water, wastewater and stormwater utilities NMC 5.10, 5.15, 5.20 will also have to be updated as a future point given the overlap with this proposed administrative section discussed tonight. The following is subject to attorney review, and possible modification. Summary of New Forms Developed: Draft Customer Service Request Form (Written/Trackable Process to Make Account Changes) Draft Property Owner Consent to Payment Arrangements Form (Form under which the City is given permission to extend payment arrangements to a tenant account holder, by the property owner) Draft Residential Application for Utility Service (Revision of a previous existing form, it provides

for documents to be required by admin staff, clarifies account holder responsibility, establishes a simple office tracking box at the bottom for admin staff) Draft Business Application for Utility Service (Largely the same as Residential application) Draft Address Change Form (New form for account holders to clarify address changes on accounts in writing, to ensure accuracy in delivery of instructions).

Draft Approval to Transfer Service Form (New form under which a property owner provides for shifting the utility bill and creates the ability for City to open account in tenant/management companies name). Draft Leak Adjustment Form Fiscal Notes: None Alternatives: None recommended Attachments: Forms as Detailed Above Draft code Section 5.05 ORS 91.255

A variety of questions were heard.

Baugher detailed the leak process, reporting utility billing staffer notifies the tenant and they may notify the landlord. Nebel detailed a leak adjustment as being a civil/landlord tenant issue.

Nebel advised the account is in tenants name, we would be working with the tenant on it, then the bill would be transferred to the owner. Goebel asked about a leak on public property. Nebel advised of the insurance claim process with the City. Brief discussion of leaks on City streets. Hall asked a question about being the tenant, and leaving the bill. How does landlord recoup? Glover clarified that it would be a landlord tenant item/civil court.

Allen reported that he thinks these various items appear to be headed in the right direction, but they are subject to final legal review. Nebel advised he and the mayor met. He advised the City has a discounted water rate for those who go through Community Services Consortium, currently we don't adjust their deposit at all. Nebel reported it may make some sense to reduce deposit rates for those who are under a CSC rate payment program. Nebel advised that at the LOC conference, a company at a panel discussion does a lot of the work of collections, auditing and finance department efforts for municipalities, to include room tax audits as well.

Nebel advised once the process is down, we determine we have the staffing to do it. Allen said perfecting the liens is the first goal, and important to be done the right way. The lien will likely sit there a while, before the property transfers hands and the lien is paid out. Staff will likely not spend the time required to foreclosure on those liens, but City would get paid off at the end of the day. Kaplan reported a clear policy is nice, and on the other hand don't want to see anyone go homeless for lack of paying water bill. I like where we are going though. Allen reported that since everyone is comfortable with it, what was timing to return it to Council, as it would take a meeting or two for his review to have it ready. Nebel reported he would like to have this in place shortly after the 1st of the year, as there is an amount of internal work. Allen reported he would try to get it done by first meeting at January 2024.

Dietmar asked if we had a substantial amount of debt due to not being paid. Nebel advised we have a number of landlords who have pointed out deficiencies in current utility system and not paying back balances. Allen reported if it looked good to go in his first line review, it would be ready for the first meeting in December 2023, but substantial changes could delay it.

Report on Municipal Liens Glover presented the written staff report which said the City of Newport provides many services to properties within the City's limits. While some

services do not have a direct fee, others do. The direct fee services can include but are not limited to, water, sewer, stormwater, assessments for benefiting properties, abatements, code violations, and connection to one of the City's systems. When direct fees apply, the City prepares and mails a billing. When these bills are not paid they are considered liens and entered into the City's lien docket record, given that Newport does not maintain an electronic City lien docket, the City would use Lincoln County Clerks Office. A lien is an interest in real property. The Oregon Revised Statutes (ORS) 93.643 requires that constructive notice of liens be made by recording the liens with the Lincoln County Clerk's office or by providing access by an online electronic medium.

The Newport City Council has been discussing municipal liens since at least the February 24, 2014 goal setting process with an item of focus being "Develop a comprehensive process to place liens on property where delinquent bills are due". Following that time, City Attorney Steve Rich and previous Finance Director Mike Murzynsky determined that there were concerns with the placement of water and sewer liens and the practice was suspended. Council has requested that this practice be reviewed. Changes in ORS 93.643 and ORS 223.230 require the City to record certain liens in the County Clerk's office or provide access by an on-line electronic medium. Many cities have elected to record this information online at NetAssets.

Netassets/Conduit is a fee-based service that most subscribers such as title companies, escrow agents, financial institutions, and real estate professionals utilize in performing searches as part of real estate transactions. For cities who offer Netasset/Conduit Lien searches, they typically charge a fee per property search which is set yearly by the City Council via fee schedule, and paid by the requestor. The City of Newport does not subscribe to Netassets, and would record its liens in the Lincoln County Clerks Office.

NMC 8.10 details the process for Nuisance Abatement, which can end with a lien process. This process is different than the process to file liens for unpaid utility bills. Utility Bills being Water/Sewer/Stormwater/Infrastructure fee bills are considered liens against properties served. ORS 91.255 Transfer of Claim municipal utility charges (attached, but summarized as) A municipal utility shall not transfer a claim against a tenant to the owner of the real property unless the municipal utility provided notice of the delinquent status to the tenant and mailed a copy of the notice of delinquency by first class mail to the last address of the owner or owner's agent that is on file with the utility, within 30 days from the time the payment is due on the account. (4) A municipal utility shall not deny or shut off its service to any subsequent tenant based on any lien for an unpaid claim for services furnished to a previous tenant who has vacated the premises unless the utility notified the owner or the owner's agent of any delinquency by mailing a copy of the notice of delinquency by first class mail to the last address of the owner or owner's agent that is on file with the utility, at the time the notice was sent to the previous tenant. (5) A municipal utility may not provide service to a tenant if the tenant has a previous unpaid bill with the municipal utility unless that municipal utility and tenant agree to a plan for repayment of unpaid utility bills. (6) A municipal utility shall have the same policy regarding the disconnection of services for nonpayment of an outstanding amount for a single family residence occupied by a tenant and for a single family residence occupied by the owner. (7) A municipal utility shall provide information to the owner or owner's agent regarding the status of a tenant's account upon request, within a reasonable amount of time. If a

request is made verbally, the municipal utility shall provide the information verbally. If a municipal utility discloses information under this subsection, the municipal utility shall not be held responsible for the disclosure of information to a person who is not an owner or owner's agent. (8) Subsections (5) and (6) of this section apply only if a municipal utility intends to file a lien for unpaid utility services or intends to deny service to a subsequent tenant based on a claim for unpaid services to a previous tenant. (9) Subsection (7) of this section applies only if a municipal utility intends to file a lien for unpaid utility services or intends to deny service to a subsequent tenant based on a claim for unpaid services to a previous tenant.

The City has to provide notice of the delinquent status to the landlord/property owner within 30 days from the time the payment is due on the account to be able to lien. Another agenda item during the October 16, 2023 Work Session will discuss specifically the utility related changes/additions to ensure that the process is clear and transparent for the public, and that staff is following proper process to ensure liens can be recorded. ORS 91.255 is quite clear, but out of an abundance of caution, administration is proposing that the City would only accept landlord/property owner service applications, subject to council discussion and legal review. The City will allow notice from the landlord/property owner that they wish for their tenant to start an account, and plainly advise landlords/property owners that they are ultimately responsible for any unpaid debts by their tenant, which may include a lien being filed, and/or service denial at the service address in question until the delinquent claims for services are paid. A draft/proposed flowchart has been prepared for Finance Department staff, which should clarify the shutoff/delinquency notice process and ensure that proper process is being followed to ensure that the City can lien or deny service in accordance with ORS 91.255.

ORS 757.069 provides that the City should sent a delinquent notice to the property owner of record in the property tax records. It is expected that submitting the notice at the 60 day/initial shutoff notice to tenant should satisfy this ORS. The following is subject to attorney review, and possible modification.

Council asked a variety of questions, Goebel inquired about collections agency practices. Jacobi asked how many accounts get water shutoff on an average month. Baugher reported around 30 a month was a reasonable estimate, often the account holders then come in and pay. Hall asked about the shutoff process. Baugher reported the shutoff notice is delivered 10 days, ahead of the shutoff time. Hall inquired as to if the account holders are called, for a shutoff notice, in addition to mail. Glover advised that in most cases the ORS details proper notice as being first class mail, so it would have to be in addition to mailing proper notice. Baugher advised that shutoff notices are not sent out in the Invoice Cloud system. Allen detailed a concern with having to change other applicable codes in the Newport Municipal code to correlate with this new one, which may extend the process. Allen reported his goal is to focus on policy/administrative aspect of these changes which he felt could be brought back in January 2024. It was general Council consensus that they were in favor of proposed changes.

ADJOURNMENT

There being no further business, the meeting was adjourned at 5:54 P.M.

ORS 91.255
Transfer of claim

- prohibition
- limitations
- Text
- Annotations

(1)

As used in this section, “municipal utility” means any city, county or district that provides or delivers electricity, natural gas, domestic water, sewer service or garbage or refuse service. A “municipal utility” does not include a people’s utility district.

(2)

A utility company shall not transfer a claim against a tenant to the owner of the real property without the written consent of the owner.

(3)

A municipal utility shall not transfer a claim against a tenant to the owner of the real property unless the municipal utility provided notice of the delinquent status to the tenant and mailed a copy of the notice of delinquency by first class mail to the last address of the owner or owner’s agent that is on file with the utility, within 30 days from the time the payment is due on the account.

(4)

A municipal utility shall not deny or shut off its service to any subsequent tenant based on any lien for an unpaid claim for services furnished to a previous tenant who has vacated the premises unless the utility notified the owner or the owner’s agent of any delinquency by mailing a copy of the notice of delinquency by first class mail to the last address of the owner or owner’s agent that is on file with the utility, at the time the notice was sent to the previous tenant.

(5)

A municipal utility may not provide service to a tenant if the tenant has a previous unpaid bill with the municipal utility unless that municipal utility and tenant agree to a plan for repayment of unpaid utility bills.

(6)

A municipal utility shall have the same policy regarding the disconnection of services for nonpayment of an outstanding amount for a single family residence occupied by a tenant and for a single family residence occupied by the owner.

(7)

A municipal utility shall provide information to the owner or owner's agent regarding the status of a tenant's account upon request, within a reasonable amount of time. If a request is made verbally, the municipal utility shall provide the information verbally. If a municipal utility discloses information under this subsection, the municipal utility shall not be held responsible for the disclosure of information to a person who is not an owner or owner's agent.

(8)

Subsections (5) and (6) of this section apply only if a municipal utility intends to file a lien for unpaid utility services or intends to deny service to a subsequent tenant based on a claim for unpaid services to a previous tenant.

(9)

Subsection (7) of this section applies only if a municipal utility intends to file a lien for unpaid utility services or intends to deny service to a subsequent tenant based on a claim for unpaid services to a previous tenant.

(10)

Nothing in this section creates, expands or abridges any authority of a municipal utility to transfer a claim, based upon any contract, ordinance or lien.

(11)

Nothing in this section shall abridge any procedural due process protections such as notice and hearing that a tenant or subsequent tenant is entitled to under a contract, utility policy, rule, statute or the state and federal Constitutions, prior to the denial or shutoff of service. [1987 c.611 §1; 1993 c.786 §1]

CITY OF NEWPORT WATER DEPARTMENT
APPLICATION FOR SERVICE

_____

BUSINESS NAME _____ CUSTOMER ACCT.# _____

BUSINESS OWNER'S NAME _____ TYPE OF BUSINESS _____

OWNER'S ADDRESS _____ DEPOSIT _____ SERVICE CHARGE _____

_____ FED. I.D.# / SOC. SEC.# _____

BILLING ADDRESS _____ EMAIL ADDRESS _____

_____ DRIVER'S LIC.# _____

LOCAL CONTACT PERSON FOR BUSINESS APPLYING FOR SERVICE _____

LOCATION/ADDRESS OF BUSINESS _____

BUSINESS OWNER'S HOME PHONE _____ BUSINESS PHONE _____

PROPERTY OWNER'S NAME _____ PHONE NO. _____
(IF OTHER THAN BUSINESS OWNER)

PROPERTY OWNER'S ADDRESS _____ CUSTOMER ACCT.# _____

_____ PHONE NO. _____

I, the undersigned, agree to accept full responsibility for all water and sewer charges incurred by me at the location or locations listed on the reverse of this application and agree to pay promptly, billings rendered thereunder. I also agree that all collection fees, attorney fees, court costs, or any expense involved in the collection of these charges will be borne by me in the court of Lincoln County in which the indebtedness is incurred.

CUSTOMER'S SIGNATURE _____ DATE _____

CITY OF NEWPORT
APPLICATION FOR WATER SERVICE

_____

NAME _____ CUSTOMER CODE _____

BILLING ADDRESS _____

_____ DEPOSIT _____ SERVICE CHARGE _____

EMAIL ADDRESS _____ NOTES _____

SERVICE ADDRESS _____ DRIVER'S LIC# _____

HOME PHONE _____ ALTERNATE PHONE NO. _____

EMPLOYER _____ OWN PROPERTY _____ RENT PROPERTY _____

SPOUSE'S / ROOMATE'S NAME _____ SPOUSE'S / ROOMATE'S EMPLOYER _____

IF RENTAL, PROPERTY OWNER'S NAME _____ PHONE NO. _____

PROPERTY OWNER'S ADDRESS _____

_____ CUSTOMER ACCT.# _____

_____ PHONE NO. _____

SERVICE START DATE _____

I, the undersigned, agree to accept full responsibility for all water and sewer charges incurred by me at the location or locations listed on the reverse of this application and agree to pay promptly, billings rendered thereunder. I also agree that all collection fees, attorney fees, court costs, or any expense involved in the collection of these charges will be borne by me in the court of Lincoln County in which the indebtedness is incurred.

CUSTOMER'S SIGNATURE _____ DATE _____

ACCOUNT # _____ BUSINESS NAME _____

LOCATION I.D.#	SERVICE LOCATION	CONNECT DATE	DISCONNECT DATE	INITIALS	

CREDIT RECORD
NON-PAYS:

OTHER NOTES:

FORWARDING ADDRESS FOR FINAL BILL: _____

PHONE NUMBER: _____ NOTIFIED BY: _____

DATE _____

CODE _____ NAME _____

ACCOUNT #	SERVICE LOCATION	CONNECT DATE	DISCONNECT DATE	INITIALS	

CREDIT RECORD
NON-PAYS:

AUTOMATIC REINSTATEMENT OF OWNER _____ YES _____ NO

OTHER NOTES:

VACATION STATUS

FORWARDING ADDRESS FOR FINAL BILL: _____

PHONE NUMBER: _____ NOTIFIED BY: _____

DATE _____

City of Newport
169 SW Coast
Highway
Newport, OR 97365

Leak Adjustment Reimbursement Request Form

Submittal Date: _____

Applicant Information:

Service Address with leak: _____

Account Holder Name(s): _____ Account # _____

Mailing Address: _____

Phone Number: _____ Email: _____

Date Leak Started: _____

Date Leak Discovered: _____ Date of Repair: _____

Location of leak: _____

Description of leak repair: _____

_____

Applicant Affidavit

- Applicant owns and/or is the authorized account holder of the subject property listed above and is requesting consideration for a leak adjustment according to current City of Newport policy.
- Applicant is requesting consideration for leak adjustment due to an "excess usage" due to water supply break, failure, and/or leak on the customer (private) side of the water meter beyond their control. No leak adjustment will be granted for negligent failure to fix a leak.
- Customer must request a leak adjustment within six (6 months of the occurrence. Requests for adjustments beyond six (6 months will not be considered.
- If approved, the adjustment to the bill will be for no more than the last two billing periods.
- One adjustment per utility account will be allowed per calendar year (rolling 12-month year from last occurrence
- Applicant hereby acknowledges the leak have been corrected satisfactorily and is no longer an issue.
- Applicant understands and acknowledges leak adjustments are subject to review by City Staff and are NOT guaranteed.
- Applicant affirms that the information set forth in this Leak Adjustment Reimbursement Request Form is true and accurate.

Applicant must attach a copy of plumber's invoice or, parts receipt.

Applicant Signature: _____ Date: _____

For City of Newport Use Only:

Date Received _____

Applied to Account (Date): _____ Letter sent (Date)_____

CITY OF NEWPORT
Property Owner Consent to Payment Arrangements Form

Account/Customer Name:

Today's Date: _____ _____

Information:

Service Address: _____

Map/Tax Lot: _____

Payment Arrangement Start Date

Delinquent Balance Subject to Payment Arrangements

The Finance Director is authorized to enter into payment agreements with delinquent customers. Such agreements shall not exceed the term of three (3) months. If the customer fails to comply with the terms of the agreement, then the water may be shut off without additional notice, and not turned on again until the outstanding charges are paid in full. Late fees and interest will continue to accrue even when there is a payment agreement in place. However, no Delinquent or Shut Off fees will be incurred and water will not be shut off if the terms of the payment agreement are met. Tenant(s) must obtain a written consent from the owner(s) registered on title to the property for which a Payment Arrangement is sought for the Payment Arrangement. The consent must be in the form provided by the City. The written consent may be obtained from the owner directly by the Tenant(s), or, at the request of the Tenant(s), may be obtained by City on the Tenant's behalf. No Payment Arrangement will be established without the written consent of the owner.

I certify that I am the owner, or authorized agent of the property for which service is being requested. I authorize the City to create a payment arrangement for tenant account holder, to continue utility service at the property. I guarantee that if I/the tenant/renter/ account holder fail to make payments in accordance with the payment arrangement, and the rules, regulations and ordinances of the City of Newport, service will be discontinued I will pay such arrearages and be liable for those charges, including any penalties,fees, fines and interest accrued. I further agree that City may lien my property, identified above, in the amount of any unpaid delinquent utility bills. In consideration for the services provided, we agree/consent to the City transferring any claim for delinquencies against our tenants to me/us and I/we agree to assume responsibility for any such delinquent utility bills. I/we agree to comply with the Newport Municipal Codes that govern the use of those facilities. I/we understand the City can refuse to connect service to a new account at the service address until any outstanding bills for the service address have been paid. I/We understand that any outstanding utility bills can be attached as a lien against the property.

Phone: Date

Email:

Printed Name:

Customer Signature:

Printed Name Date:

Customer Signature:

OFFICE USE ONLY:

Date received: _____ Date Change Made in System:

Employee Name: _____ Owner (verify):_____

CITY OF NEWPORT-Business Application for Utility Service

Deposits - A refundable deposit will be collected upon the start of new service for a property owner, or a renter/tenant account. The deposit is fully refundable, after 12 months of account history with no late fees, or disconnect notices.

Account Payable Contact and Phone:

Map/Taxlot of Service Address

Connection Date: _____ Location Address: _____

Applicant Information:

Business Name: _____ Business Contact: _____

Mailing Address (If different from above): _____

Previous Account Yes ☐ ☐ _____

City State Zip

Contact # for Leaks: _____ E-mail address: _____

Phone: _____ Employer: _____ Work Phone: _____

Type of Business_____ Business/Tax ID

Co-Applicant Information (If applicable):

Last Name: _____ First Name: _____

Date of Birth: _____ E-mail address: _____

Drivers License or State ID #

Home Phone: _____ Employer: _____

Property Information:

Are you the property owner? ☐ Yes ☐ No If no, provide property owner name: _____

Business Owner Name/Contact (if different from above)

Name:

Email:

Mailing Address:

Phone:

Accounts are due and payable upon billing each month. If the account is not paid by the 15th, a lien notice will be sent to the property owner. Payment information regarding your account may be provided to the owner of a property. Past due amounts constitute a lien on real property for which the service was provided. When a delinquent notice is processed, the account will be charged $5.00 plus 2% of any past due amount. Service will be discontinued if the account is not paid in full. A service fee of $50.00 is required when a work order is prepared instructing personnel to shut off a service for non-payment of account, not necessarily when the water is physically turned off. These fees are subject to change by action of the Newport City Council. I hereby promise to pay all bills for such service when due and abide by all ordinances regulating the use of City utilities and any other rules and regulations which may be adopted by the City Council concerning said service.

I/we certify that all information provided on this application is true to the best of my knowledge, and being fully aware of the penalties described in ORS 153.990 regarding false certifications state that the above is truthful and in good faith. I/We agree to comply with the Newport Municipal Codes that govern the use of those facilities

Applicant's Signature: _____ Date: _____

Co-Applicant's Signature: _____ Date: _____

OFFICE USE ONLY:

DEPOSIT AMOUNT: _____ DATE PAID: _____ Picture ID Verified: _____

SERVICE FEE: _____ DATE PAID: _____ _____

Deposit Waived

(Specify Criteria)

Employee Name:_____

CITY OF NEWPORT-Residential Application for Utility Service

Deposits - A refundable deposit will be collected upon the start of new service for a property owner, or a renter/tenant account. The deposit is fully refundable, after 12 months of account history with no late fees, or disconnect notices.

Map/Taxlot of Service Address:

Connection Date: _____ Location Address: _____

Applicant Information:

Last Name: _____ First Name: _____

Mailing Address (If different from above): _____

Previous Account Yes ☐ No ☐

_____
City State Zip

Date of Birth: _____ E-mail address: _____

Home Phone: _____ Employer: _____ Work Phone: _____

Number of People in Household_____ Drivers License or State ID #

Co-Applicant Information (If applicable):

Last Name: _____ First Name: _____

Date of Birth: _____ E-mail address: _____

Drivers License or State ID #

Home Phone: _____ Employer: _____

Property Information:

Are you the property owner? ☐ Yes ☐ No If no, provide property owner name: _____

Please provide a signed lease or rental agreement or the warranty deed (title documents) if the property owner with the completed application.

Documents Attached:

Signed Rental/Lease Agreement(Tenant) ☐ Warranty Deed/Title Documents (Owner) ☐

Accounts are due and payable upon billing each month. If the account is not paid by the 15th, a lien notice will be sent to the property owner. Payment information regarding your account may be provided to the owner of a property. Past due amounts constitute a lien on real property for which the service was provided. When a delinquent notice is processed, the account will be charged $5.00 plus 2% of any past due amount. Service will be discontinued if the account is not paid in full. A service fee of $50.00 is required when a work order is prepared instructing personnel to shut off a service for non-payment of account, not necessarily when the water is physically turned off. These fees are subject to change by action of the Newport City Council. I hereby promise to pay all bills for such service when due and abide by all ordinances regulating the use of City utilities and any other rules and regulations which may be adopted by the City Council concerning said service.

I certify that all information provided on this application is true to the best of my knowledge, and being fully aware of the penalties described in ORS 153.990 regarding false certifications state that the above is truthful and in good faith. I/We agree to comply with the Newport Municipal Codes that govern the use of those facilities

Applicant's Signature: _____ Date: _____

Co-Applicant's Signature: _____ Date: _____

OFFICE USE ONLY:

DEPOSIT AMOUNT: _____ DATE PAID: _____ Picture ID Verified: _____

SERVICE FEE: _____ DATE PAID: _____ _____

Deposit Waived

(Specify Criteria)

Employee Name:_____

City of Newport
Utility Billing/Finance Department
169 SW Coast Highway Newport, OR, 97365
P: 541-574-0611 | www.newportoregon.gov

Application for Utility Service
Permission to Bill/Start Tenant Service Account

The undersigned hereby applies for Sewer, Stormwater and Water Services and any other fees placed on utility bills, and agrees to the following terms and conditions:

1. The applicant acknowledges that this is a rental property and renters/tenants/property management company has permission to apply for water/sewer service with the City.
2. A copy of Management Agreement that includes owner signature as per county records and site address for start service request, if a management firm is used.
3. Property owners must attach the warranty deed (title documents) showing ownership.
4. This consent will remain in effect until the City is notified by the owner or designee, in writing and acknowledged by the City in writing.

Documents Submitted

Management Agreement ☐ Warranty Deed(Title Documents) ☐

Map/Taxlot

SERVICE ADDRESS: _____ **DATE :** _____

PROPERTY OWNER: _____

MAILING ADDRESS: _____

CELL PH: _____ WORK PH: _____ EMAIL: _____

☐ **I agree that the following Property Management company has my permission to handle business pertaining to the utility billing with the City of Newport regarding the property, and that Property Management will receive notices in lieu of the owner. This consent will remain in effect until the City is notified by the owner, in writing and acknowledged by the City in writing.**

MANAGEMENT COMPANY NAME: _____

MAILING ADDRESS: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL:

I certify that I am the owner, or authorized agent of the property for which service is being requested. I authorize the City to start service in current or future tenants name. I guarantee that if I/the tenant/renter/account holder fail to make payments in accordance with the rules, regulations and ordinances of the City of Newport, I will pay such arrearages and be liable for those charges, including any penalties, fees, fines and interest accrued. I further agree that City may lien my property, identified above, in the amount of any unpaid delinquent utility bills. In consideration for the services provided, we agree/consent to the City transferring any claim for delinquencies against our tenants to me/us and I/we agree to assume responsibility for any such delinquent utility bills. I/we agree to comply with the Newport Municipal Codes that govern the use of those facilities. I/we understand the City can refuse to connect service to a new account at the service address until any outstanding bills for the service address have been paid.I/We understand that any outstanding utility bills can be attached as a lien against the property.

_____ _____
(Signature of Property Owner) Date

_____ _____
(Signature of Management Company (if applicable) Date

CITY OF NEWPORT
CUSTOMER ACCOUNT SERVICE REQUEST FORM

CHECK ALL BOXES THAT APPLY

☐ PROPERTY OWNER ☐ TENANT ☐ LANDLORD/PROPERTY MANAGER

TODAY'S DATE: _____ CUSTOMER/ACCOUNT NUMBER: _____

NAME OF PERSON COMPLETING THIS FORM: _____

SERVICE ADDRESS: _____

City: _____ State: _____ Zip: _____

REQUEST:

☐ PLEASE CLOSE MY WATER/WASTEWATER UTILITY ACCOUNT AS OF (DATE): _____

☐ CHANGE BILLING ADDRESS OR CONTACT INFORMATION

☐ ADD NAME TO THE ACCOUNT. NAMED PERSON ALSO MUST SIGN BELOW.

NAME TO ADD: _____

☐ REMOVE NAME FROM THE ACCOUNT

NAME TO REMOVE: _____

☐ PERSON OR MANAGEMENT COMPANY AUTHORIZED TO DISCUSS ACCOUNT:

NAME:

☐ PERSON/COMPANY ABOVE IS ALSO AUTHORIZED TO MAKE CHANGES ON ACCOUNT.

☐ OTHER (PLEASE SPECIFY): _____

IF BILLING ADDRESS HAS CHANGED, OR FOR FINAL BILLING OR CHANGE OF ADDRESS:

MAILING ADDRESS: _____

ATTN: _____

City: _____ State: _____ Zip: _____

PHONE: _____ EMAIL: _____

PRINTED NAME: _____

CUSTOMER SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____

CUSTOMER SIGNATURE: _____ **DATE:** _____

IF YOU ARE A TENANT OR MANAGEMENT COMPANY:
Please list the name, address and phone number of the Landlord/Property Owner

NAME: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

OFFICE USE ONLY: DATE RECIEIVED: _____ DEPOSIT $_____

REQUEST MADE BY ACCOUNT HOLDER (VERIFY): c PICTURE ID VERIFIED: c

REQUEST COMPLETED: c EMPLOYEE INITIALS: _____

Delinquent Bill Process to Lien

Was Landlord/Property owner provided notice of the delinquent/shutoff/late status to the tenant by first class mail to the last address of the owner or owner's agent that is on file with the utility, within 30 days from the time the payment is due on the account?

If yes, continue and note: City will deny an application for service to any subsequent tenant at a service address, with an unpaid claim for services furnished to a previous tenant who has vacated the premises.

If Not, stop.

Did Landlord/Property owner Pay?

If yes, stop.

If no, turn off water/utility service and begin lien process.

Prepare a summary of delinquent amounts owed, and subject to lien.

Send to City Manager, who will record in Lincoln County Clerk's Office against the property.

A new account will not be opened/service instated at any service address, with an open unpaid claim/lien for services provided to a previous tenant/occupant, until such time as that bill is paid and claim resolved.

DRAFT

CHAPTER 5.10 WATER

5.10.010 Definitions

The following definitions apply in this chapter.

A. Applicant. A person, corporation, association, or agency applying for water service.

B. City Service Line. The water line between a main and a water meter.

C. Customer. A person receiving water service from the city. Upon approval of an applicant's application, the applicant becomes a customer.

D. Fire Protection Service. Provision of water to premises for automatic fire protection.

E. Mains. Water distribution pipelines owned by the city used to serve the general public.

F. Premises. Buildings or other property operated as a separate unit from other property.

A. Private Service Line. The water line between the water meter and the premises. For unmetered lines for fire protection service, the private service line is the line between the connection with the main and the fire suppression sprinkler.

(Chapter 5.10.010(G.) amended by Ordinance No. 1975, adopted on March 2, 2009, and effective on April 1, 2009.)

H. Service Connection. The pipe, valves, and other facilities by means of which the water utility conducts water from its distribution mains to and through the meter, but does not include the private service line.

5.10.020 Establishment of Water Service

A. New Water Service. Applicants requesting service in a location not previously served or a change in the size of an existing service shall submit a written application for water service on a city form and pay a fee and a deposit. The application shall include at least the following information:

1. The date of application.

2. The location of premises to be served.

3. The date on which applicant will be ready for services.

4. Whether the property previously has had city water service.

5. The purpose for which the service is to be used.

6. The size of the service.

7. The address to which bills are to be mailed or delivered.

8. An agreement to comply with city regulations.

9. A guarantee by the property owner of payment for all charges for water service and an agreement that delinquent water bills shall become a lien against the property to which service will be provided.

10. The signature of the property owner or authorized agent.

The city may require amendments to the proposed service, including a different meter size to meet city standards.

A. Change of Service. Applicants requesting water service in a location where there is an existing connection to the city water system shall submit a written application and deposit before service is provided.

B. Temporary Service. Applicants requesting temporary water service for construction or other purposes shall submit a written applicant and deposit before water services is provided. All temporary water service will be metered.

5.10.030 Deposits

Upon the permanent discontinuance of water service by a customer, the deposit, less any unpaid fees, interest, or penalties, shall be refunded to the depositor. The city water utility, at its option, may refund a deposit at any time after a customer's credit has been established.

5.10.040 Type, Location, and Arrangement of Water Service

A. Location of Service Line and Meter. The location of the city service line and meter shall be at the discretion of the city. If a customer requests that a city service line and meter be installed at a location other than proposed by the city and there is an additional expense involved, the customer must pay the regular connection fee plus the additional expenses to have the city service line and meter installed at the preferred location. The meter will normally be placed at the edge of the public right-of-way or easement. If a meter is to be installed on private property, the owner will grant an easement for maintenance and repair of the line and for reading the meter. In such cases, access to the meter must remain unobstructed.

B. Number of Services to Separate Premises. Separate premises will normally each be supplied through individual meters. However, a single building with multiple residential units or separate businesses may be served by a single service connection and meter, provided that an applicant or customer assumes responsibility for payment of charges for all water furnished to combined units.

C. Fire Protection Service. Non-metered fire protection connections will be allowed inside and outside of buildings under the following conditions:

1. The owner submits an application and pays the required fee.

2. The owner provides and maintains an approved service meter. The city shall install the city service line and meter. The meter requirement may be waived if the fire protection service is constructed or monitored to prevent use other than for extinguishing a fire and the owner agrees in writing that the fire protection system will not be used for other purposes. The city may rescind the waiver if the system is used or altered so that it may be used other than for extinguishing fires.

3. An appropriate backflow prevention device is installed to separate the fire protection system.

4. No charge will be made for water used in the extinguishing of fires if the owner or agent reports the use to the city water utility in writing within 10 days.

5. The city shall collect a standby fee for a separate connection for fire protection service. Combined systems will pay the regular fees.

D. Water for Fire Storage Tanks. Water may be obtained from a fire service for filling a tank connected with the fire service, but only if written permission is secured from the city and an approved means of measurement is available. The rates for general use will apply.

5.10.050 Damage to City Facilities

Permanent and temporary customers shall use all possible care to prevent damage to the meter or to any other facilities of the city. If the meter or other facilities are damaged by the customer or customer's contractor, the customer shall pay the cost of repairs.

5.10.060 Discontinuance of Water Service

A. A customer may discontinue water service at any time by notifying the city in writing, by phone, or in person. The customer remains responsible for all water service provided until the shut-off date or until the city initiates service to a new customer.

B. Water service may be reestablished after discontinuance under the provisions of Section 5.10.020B.

C. A property owner may, by standing order, arrange to have water service remain on, reverting to owner's account, after a tenant discontinues service until such time a new tenant enrolls for service.

5.10.070 Notice

A. Notices to Customers. Notice to a customer will normally be given in writing and may be either delivered or mailed to the address to which his service is rendered or at any other address provided by the customer.

B. Notices from Customers. Notice from the customer to the city water utility shall be in writing, by phone, or in person.

The city may require written confirmation of any oral notice.

5.10.080 Repair and Maintenance Responsibilities

A. Customer Responsibility. Every customer shall maintain the private service line and all other pipes, fittings, and fixtures from the customer side of the water meter to and in the premises in proper order and free from leakage or waste. The city may discontinue service if water is wastefully or negligently used to the extent that general service is affected. The city shall give four days notice before discontinuing service for waste. If a city employee notices an obvious water leak/pipe break, in order to prevent damage or water waste, he/she may shut the water off without notice. Nothing in this section precludes a temporary shut-off by mutual agreement of the city and customer.

B. Responsibility for Damage to City Facilities. The city shall maintain and repair all city-owned portions of the system. When a properly located city pipe or facility is damaged or destroyed by contractors or others, the person, contractor, or company responsible for such damage or destruction shall pay the city for the cost of repairing or replacing the facilities on the basis of the cost to the city in labor and in material plus 15 per cent for overhead expenses. A pipe or other facility will be deemed to be properly located if the person damaging the pipe or facility has not asked the city or the utilities notification center to locate facilities in the area.

5.10.090 Use of Water

A. Sale or Conveyance Beyond Property Served. Except where it forms part of a manufactured product, no water shall be sold or conveyed beyond the premises served without permission of the city.

B Shut-off. The customer shall install a suitable valve or other device on the customer side of the meter capable of shutting off all water to the premises.

C. Operation of City Valve by Customer Prohibited. The operation of the valve on the city service line by persons other than the city and its agents is not permitted.

D. Abatement of Noises and Pressure Surges.

1. No apparatus, fitting, or fixture shall be connected, allowed to remain connected, or operated in a manner that will cause noises, pressure surges, or other disturbances that may result in annoyance or damage to other customers or to the water works system.

2. The city may give notice to the customer to correct a fault described in subsection D.1.

3. If the customer fails to comply with the notice within the time specified in the notice, the city may shut off water service until the fault has been corrected.

5.10.100 Cross-Connections

A. No physical connection, direct or indirect, is permitted between the city water supply and a private or auxiliary water supply without the installation of an approved backflow prevention device.

B. No physical connection, direct or indirect, is permitted between the city water supply system and any facility or property containing any of the following unless an approved backflow prevention device is installed and functional:

1. Any farm or any property with stables for livestock.

2. Beverage bottling plant.

3. Any facility using significant amounts of chemicals or hazardous materials or that has piping for conveying liquid under pressure in close proximity to potable water piping, including car washes, chemical plants, commercial laundries and dry cleaners, film processors, medical centers, laboratories, metal plating industries, mortuaries with embalming facilities, petroleum processing or bulk storage, facilities where water is treated by the addition of chemicals (including irrigation systems that have chemicals added), radioactive material processing, nuclear reactors.

4. Property using reclaimed water.

5. Piers and docks.

6. Wastewater treatment plants, wastewater pumping stations.

7. Permanent lawn irrigation systems or any other location where water supply fixtures are connected without an air gap to a facility that contains standing water.

8. Any other property if the city engineer determines there is a risk of contamination of the city water system, or any portion of it.

An "approved backflow prevention device" is a device appropriate to the particular situation. The city engineer shall have discretion, using professional judgment and relying on published standards, to determine which types of backflow prevention devices may be approved for particular situations. The city engineer may adopt guidelines or regulations addressing technical requirements for backflow prevention devices.

C. The city shall shut off city water service if a functional backflow prevention device is required and not present. The city shall normally provide notice of the need for a backflow prevention device and provide a reasonable opportunity (not to exceed 30 days) to install an approved functioning backflow prevention device, but may disconnect water service when there is a substantial risk of contamination of any portion of the city's water system. Discontinued service shall not be re-established until satisfactory proof is furnished that the cross-connection has been completely and permanently severed or that an approved backflow prevention device has been installed by a licensed plumber and is functional.

D. All backflow prevention devices shall be inspected by the city at the time of installation and before use. All backflow prevention devices shall be tested after installation, any repairs, relocation or replacement, and, at a minimum, annually. The city may require testing at other times if the city determines there is a higher than normal risk of contamination.

E. The city will establish a program for testing backflow devices for water services that have a lawn irrigation system. The city shall charge a monthly fee in an amount

to be set by council resolution for water services that have a lawn irrigation system. The city may, by council resolution, expand its backflow testing to include the testing of backflow devices in other situations, and shall charge a fee set by council resolution for any category of water service added to the testing program. The city is not responsible for the cost of testing backflow devices other than those for water services that have a lawn irrigation system or for other types of services added to the testing program by the city.

F. The water service customer and any property owner or other person in charge of property shall immediately advise the city of any known failure or problem with a backflow prevention device and of any known backflow into the city's water system.

G. Only backflow prevention devices approved by the city engineer may be installed, but existing backflow prevention devices may remain in place as long as they remain functional. Maintenance and repairs are allowed on existing devices, so long as the repaired device is functional.

H. Tampering with or bypassing a required backflow prevention device without the approval of the city engineer is a civil infraction. Failing to report a known backflow is a civil infraction.

(Chapter 5.10.100 was amended by Ordinance No. 1975, adopted on March 2, 2009; effective April 1, 2009.)

5.10.110 Water Use Restrictions

Restrictions on use of water authorized by this section may include prohibitions or limitations on watering lawns or gardens, prohibitions or limitations on washing vehicles other than at facilities that recycle water, or other restrictions or limitations the city determines to be appropriate. Restrictions may be geographically limited or citywide, and may involve cyclical restrictions.

A. Council-Imposed Restrictions. The City Council may impose or modify restrictions on the use of water obtained from the city.

B. City Manager-Imposed Restrictions. The city manager may impose temporary restrictions on water use, for a

period of up to 48 hours, pending Council action to adopt restrictions.

C. Notice. Notice of any water use restriction is deemed sufficient if announced on at least one local radio station or published in a local newspaper. The city shall endeavor to provide as much notice as possible through all local media, including publication at the earliest possible time in a local newspaper.

D. Violation. It shall be unlawful for any person to use water in contravention of the restrictions authorized by this section.

5.10.120 Tampering with City Water Facilities

A. Tampering with Water System. No person shall tamper or interfere with the city's water system; nor shall any person, except as authorized by the city manager, connect to or operate any pipe, valve, meter, hydrant, or other part of the city's water utility system.

B. Liability for Damage. The customer shall be liable for any damage to a meter or other equipment or city property caused by an act of the customer or the customer's tenants or agents.

5.10.130 Water Supply and Facilities

A. No Liability Relating To Water Pressure, Supply or Quality. The city furnishes the quantities and pressures available. The service is subject to shutdowns and variations required by the operation of the system. The city is not responsible for loss or damage relating to the quantity, quality of the water supplied to its customers or for the amount of water pressure. The city may change operating water pressure, shut off water, interrupt water service or change the quality of water supplied at any time without notice.

B. Customer Storage and Filtering. Customers depending on a continuous and uninterrupted supply of water or having processes or equipment that require particularly clear or pure water shall provide storage, oversize piping, pumps, tanks, filters, pressure regulators, check valves, additional service pipes, or other means for a continuous and adequate supply of water suitable to their requirements.

C. Removal and Relocation of Facilities. Property owners or others desiring the removal or relocation of city water utility-owned facilities, including service pipes, meters, valves, chambers, hydrants, or other fittings and appurtenances, shall bear all costs of the removal or relocation. The City Council may refuse to permit the removal or relocation of facilities if fire protection or the operation or control of any portion of the city water system or other public or private facilities would be adversely affected.

D. Work Done "At Cost." Any person having work done "at cost" by the city may select one of the following alternatives:

1. Cost. Cost includes the amount expended by the city for gross wages and salaries, employees' fringe benefits (including a pro-rata share of vacation, holiday, sick, break, clean-up, and training times), materials, equipment rentals at rates paid by the city or set by the city for its own equipment, or any other expenditures incurred in doing the work, plus 10 per cent to cover administrative expenses. The city will supply an estimate of cost and will require an advance payment prior to commencement of the work. Any additional cost shall be paid to the city, and any surplus shall be refunded.

2. Fixed Price. Installation of new services equal to or less than one inch in diameter, a fixed price will be charged. For larger services and other work done by the city, at the request of the owner or agent, the city will calculate a fixed price based on the estimated cost. The full amount of the fixed price must be paid in advance. Where a price has been fixed, no refund will be made by the city water utility, and no additional cost will be charged to the customer.

E. Changes in Customers' Equipment. If excessive flow or consumption overloads the capacity of a meter, the city may require the customer to install a larger capacity meter. The customer shall provide an estimate of his flow requirement and other pertinent data to the city, which shall determine the minimum meter size. The installation of an adequate meter and service line shall be at the cost of the customer. If the customer fails to apply for a larger

meter and connection within 30 days of notice from the city of the minimum meter size required, the city may either proceed with the work and charge the full cost to the owner or may discontinue service.

5.10.140 Discontinuance of Service

A. Unsafe Apparatus. The city may refuse to furnish water and may discontinue service to any premises where apparatus, appliances, or equipment using water is dangerous, unsafe, or is being used in violation of laws, ordinances, or legal regulations.

B. Service Detrimental to Others. The city may refuse to furnish water and may discontinue service to any premises where excessive demands by one customer will result in inadequate service to others

C. Connecting to the City Water System without Authority. No person may connect to the city water system except as authorized in this chapter. If a person other than a city employee or agent opens the valve on the city service line, the city shall impose a penalty on the customer and the city may shut off the water supply at the main, remove the meter, or both.

D. Restoration of Service. Service may be restored after being discontinued under this section only if the reason for the discontinuance has been resolved and any required fees paid.

5.10.150 Extension of Mains

Any property benefited by an extension of a main shall pay cost of installation of the main, including the cost of valves, fittings, and fire hydrants. An extension that benefits a single property shall be paid for by the owner of that property. An extension that benefits more than one property shall be paid through a local improvement district, a reimbursement district, or other means accepted by the city. The city may participate in the cost of extension of a main to the extent that the extension provides a benefit to the system and not just to a small number of properties. The city shall have the absolute right to determine the size and all other matters in relation to main extensions. Construction of mains shall be done by the city or under direct supervision of the city.

5.10.151 Oversized Mains

The city may require a main extension to be larger than the minimum pipe size required for the benefited property owner. In such case, the city shall pay or reimburse the owner for the increased cost of materials and labor for the oversized main and fittings.

5.10.160 Billing

A. Meter Reading. Meters will be read at regular intervals for the preparation of monthly bills and as required for the preparation of opening, closing, and special bills. The city reserves the right to estimate meter readings in cases where actual meter readings are not available and to adjust consumptions when actual readings are obtained.

B. Regular Billing. Bills for water service will ordinarily be issued monthly. The city may:

1. Read meters and issue bills for periods other than one month.

2. Issue bills on an estimated consumption basis.

3. Include with the billing a bill for any obligation due the city.

4. Require the customer to pay an amount sufficient to bring the customer's total deposit to the amount required.

C. Billing for a Fractional Month. The flat or base rate portion of any fractional month shall be prorated.

D. Time of Payment; Delinquency.

1. All bills for water service are due and payable as of the date of mailing or delivery. An account is delinquent if any uncontested portion of a bill is not paid within 15 days of mailing or delivery of the bill.

2. A customer may contest all or part of a bill by filing a written objection with the finance department. The objection must provide reasons why the amount billed is erroneous or should be adjusted. The finance department shall review the objection to determine

whether the bill should be adjusted and notify the customer of the decision and appeal rights and procedures by first class mail. If no written appeal detailing the reasons for the appeal is filed with the city manager within 10 days from the date of mailing of the decision, the decision will be final. The city manager shall consider any timely filed appeal provide a written decision to the customer and finance department. The decision of the city manager shall be final. A person responsible for payment has the rights of a customer under this section. An account is delinquent if the amount stated in a final decision is not paid within 10 days of mailing the final decision.

E. <u>Notice of Delinquency and Shutoff</u>

1. The city may send a past due notice to all customers who have not paid in full within 15 days of billing. The past due notice shall state the overdue amount and the amount of delinquent fees. The past due notice shall provide a deadline for payment or for making acceptable written payment arrangements.

2. If payment arrangements are not made, or full payment, including delinquent fees, is not received as required in the past due notice, the city shall shut off water service the next business day after the past due notice deadline for payment. If payment arrangements are not kept according to the written payment arrangements made in response to the past due notice, service may be terminated immediately without further notice.

   (E.(1.) and (2.) above were adopted by Ordinance No. 1967, on November 17, 2008; effective December 17, 2008.)

3. The City Council may by resolution establish delinquent fees to be charged on past due accounts.

4. Service shall be restored after a shut-off for nonpayment only after payment in full of all charges, fees and penalties owing by the customer. However, if the customer was a tenant and is no longer occupying the property, service may be restored after payment of the charges for service only, with the former customer remaining responsible for unpaid late fees and penalties.

5. The city may send combined bills for water and other city services. If the payment received is less than the total amount owing, the amounts received will be credited first towards the charges for all other services and credited last to payment for water service.

F. Final Bills. If an account has been closed, the final billing shall reflect any deposit remaining on the account. If there is a net amount due, it shall be paid as provided in subsection D. Any refund owing to the customer shall be paid by check included in the final bill.

5.10.170 Property Owner Responsibility

In the event that a non-property owner customer does not pay, the property owner shall be responsible for payment of water charges, provided however, that the property owner shall not be responsible for penalties, late fees, and delinquency charges incurred by the customer without the property owner's knowledge or approval. Property owners shall be responsible for requiring their tenants to inform them of the status of their accounts.

5.10.180 Meter Testing and Error

A. Testing 1.5 Inch and Larger Meters

1. For 1.5 inch and larger meters, the city shall test meters in service at the request of a customer, provided that the customer pays a deposit to cover the reasonable amount of the test. The customer will be notified not less than five days in advance of the time and place of the test. The customer representative shall have the right to be present in person or through a representative when the test is made. If the test reveals that the meter was inaccurate by more than 2%, the entire amount of the deposit will be refunded. If the test reveals that the meter was accurate, the city shall refund the difference between the deposit and the cost if the deposit exceeded the cost, or require payment of the difference if the cost exceeded the amount of the deposit.

A written report giving the results of the test shall be available to the customer within 10 days after completion of the test.

2. If a 1.5-inch or larger meter is found to be registering more than 2 per cent fast under conditions of normal operation, the city will refund to the customer an amount calculated to reflect any overcharges for the previous three months.

B. Testing Meters Smaller Than 1.5 Inches. At the request of a customer, the city will field test a meter smaller than 1.5 inches. If the city determines that the meter is inaccurate, the city will replace the meter at the city's expense. If the city determines that the meter is accurate but the customer wishes a new meter, the city will install a new meter on payment by the customer of the cost of the meter.

C. Non-functional Meters. The city may bill the customer for water consumed while any meter was not registering. The bill will be at the minimum monthly meter rate, or will be computed upon an estimate of consumption based either upon the customer's prior use during the same season of the year or upon a reasonable comparison with the use of other customers receiving the same class of service during the same period and under similar circumstances and conditions.

D. Adjustments for Leaks. Where a leak exists underground between the meter and the building, and the same is repaired within 10 days after the owner, agent, or occupant of the premises has been notified or became aware of the leakage, the city may allow an adjustment of 50 per cent of the estimated excess consumption.

5.10.190 Billings of Separate Meters Not Combined

Each meter will be billed separately, and the readings of two or more meters will not be combined unless specifically provided for in the rate schedule or unless the city's operating convenience requires the use of more than one meter or of a battery of meters. The minimum monthly charge for such combined meters will be based on the diameter of the total combined discharge areas of the meters.

5.10.200 Fees and Charges

The City Council shall establish and may amend charges, fees, deposit amounts, and penalties related to water service by resolution.

5.10.210 Use of Payments Related to Water Service

All proceeds from charges, fees, and penalties relating to water service shall be used only for the establishment, operation, expansion, and maintenance of the city's water system. Nothing in this section prevents a loan from the city's water fund to other system funds, and the city may charge the water fund a reasonable amount for administrative services.

5.10.220 Penalty

The penalty for violation of any provision of this chapter is a civil penalty not to exceed $500.00. Each day on which a violation occurs or continues is a separate violation.

5.10.230 Severability

In the event that any section, subsection, clause, word or other portion of this chapter is determined to be unconstitutional or otherwise invalid or unenforceable, all other provisions of this chapter shall remain in effect.

(Chapter 5.10 adopted by Ordinance No. 1920 on June 4, 2007; effective July 4, 2007.)

CHAPTER 5.15 SEWER SYSTEM AND CHARGES

5.15.010 Definitions

As used in this chapter:

A. Building Sewer means the system that receives sewage inside the walls of the building and conveys it to the service lateral.

B. Collection Sewer means a sewer to which one or more service laterals are tributary and which serves a local neighborhood.

C. Intercepting Sewer/Interceptor Sewer means a sewer that receives sewage from a number of collection sewers or other sewage sources and conducts the sewage to a point for treatment or disposal. A "force main" is a type of intercepting sewer to which service laterals cannot be directly attached.

D. Natural Outlet means any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

E. Sanitary Facility means any drain from any sink, toilet, or other means of disposing of liquid waste by means of drains. A system of collecting liquid hazardous wastes for shipment to an appropriate disposal facility is not a sanitary facility.

F. Sanitary Sewer means a pipe or conduit that carries sewage.

G. Service Lateral means the extension from a building sewer to the collection sewer.

H. Sewage means water-carried wastes from residences, business buildings, institutions, and industrial establishments and any liquid wastes.

I. Sewer System means all city-owned facilities for collection, pumping, treating, and disposing of sewage.

J. Storm Drain means a pipe or conduit that carries stormwaters and surface waters and drainage, but is not intended for sewage and polluted industrial wastes.

5.15.020 Connection Required

A. All structures containing sanitary facilities that are located within 250 feet of a collection sewer or intercepting sewer other than a force main must be connected to the sewer system. Connection to the public sewer system for new buildings or structures is required prior to the issuance of a certificate of occupancy. Any building served by a private sewage disposal system shall be connected to the city sewer system within 60 days of the date that a city sewer line is extended to within 250 feet of the property and is available for connection. At the request of the property owner of an existing structure, the City Council may allow deferral of the connection if connection would impose an undue hardship on the property owner. In determining what constitutes an undue hardship, the Council may consider the following factors:

1. Whether the property owner is contributing to the cost of extending the main.

2. The cost of connection.

3. The condition and capacity of the private sewage disposal system.

Deferral shall be allowed only if the existing structure is served by a private sewage disposal system in good condition and adequate to serve the sanitary facilities on the property. Council may require proof that the disposal system is properly and regularly maintained and pumped, and routinely inspected by the county. The Council's decision shall be by written order with findings. Any deferral allowed by the Council may be revoked by the Council at any time.

If sewer connection is deferred, the deferral is automatically revoked and sewer connection must occur within 30 days of:

1. Failure of the private sewage disposal system;

2. Failure of the private sewage disposal system to comply with all applicable state and county standards and requirements;

3. Sale of the property; or

4. Any determination by the state or county that the private sewage disposal system presents a health or environmental risk.

(Section 5.15.020(A.) amended by Ordinance No. 1981, adopted 7/6/09, effective August 5, 2009.)

B. All private sewage disposal systems allowed by subsection A shall comply with all applicable state and county standards and requirements.

C. No person shall discharge any sewage into any storm drain or natural drainage outlet.

5.15.030 Permit and Construction Requirements

A. No person, firm, or corporation shall construct or reconstruct any sanitary or storm drains within the city on private property or in public ways without a city permit.

B. Applications for permits to construct or reconstruct sanitary sewers or storm drains shall be made in writing on a city form and include the location of the property, the name of the owner, the name of the person or firm engaged to construct or reconstruct the proposed sanitary sewer or storm drain and such other information and plans as may be required by the city.

C. The applicant upon approval of permit shall pay all applicable fees established by Council resolution. If excavation work in the public right-of-way is required, the applicant shall deposit a cash bond in the amount determined by the city.

D. All costs and expenses incidental to the installation of the building sewer connection shall be borne by the applicant.

E. A separate building sewer connection shall be provided for every building, unless otherwise authorized in writing by the city.

F. Existing building sewers may be used in connection with new buildings only when they are found, on examination and tests, to meet all requirements.

G. All design, construction and materials and repairs shall conform to the city's design and construction standards.

H. Emergency repairs may be made without first obtaining a permit providing that the owner or his representative shall obtain a permit at the earliest possible time, by the end of the next normal business day.

I. Sewer system users are responsible for all costs of service laterals and building sewers.

5.15.040 Power and Authority of Inspectors

A. Duly authorized city employees shall be permitted to enter upon all properties for the purposes of inspection, observation, measurement, samplings and testing.

B. It shall be the permittee or permittee's representative responsibility to request inspection of the work and to allow reasonable time for the city to schedule the inspection. Inspections shall be requested for and made during the normal business hours of the city. Should inspections be required during non-business hours, the permittee shall reimburse the city for all overtime costs incurred.

5.15.060 Discharge Regulations

A. No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, cooling water or unpolluted industrial process waters to any sanitary sewer. In the event the sewer system user fails to comply with any order requiring disconnection or it is impractical to require the disconnection of any storm drain from the sewer system, the sewer system user shall be required to pay a surcharge for the use of the system as established by Council resolution.

B. Storm water and all other unpolluted drainage shall be discharged to storm drains, ditches, or natural storm drainage facilities or into drywells as approved by the city.

C. Except as provided in this section, no person shall discharge or cause to be discharged any of the following waters or wastes to any public sewer:

1. Any liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit;

2. Any water or waste which may contain more than one hundred parts per million, by weight, of fat, oil, or grease;

3. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas;

4. Any garbage except organic wastes from a commercial source that have been shredded by a disposal system with a maximum 1.5 horsepower;

5. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewer system;

6. Any waters or wastes having pH lower than 5.5 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works;

7. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process or constitute a hazard in the receiving waters of the sewage treatment plant;

8. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant;

9. Any noxious or malodorous gas or substance capable of creating a public nuisance;

10. Any material from septic tanks or recreational vehicle holding tanks except at dump stations for that purpose operated or authorized by the city.

D. Grease, oil, and sand interceptors shall be provided when necessary for the handling of those wastes; except that interceptors shall not be required for private living quarters. All interceptors shall be of a type and capacity approved by the city and shall be located so as to be easily cleaned and inspected. Where installed, all grease, oil and sand

interceptors shall be maintained by the sewer system users, at their expense, in continuously efficient operation. The city may inspect facilities at any time for proper operation and maintenance.

E. The admission into the sewer system of waters or wastes having:

1. A five-day Biochemical Oxygen Demand greater than 300 parts per million by weight, or

2. Containing more than 350 parts per million by weight of suspended solids, or

3. Containing any quantity of the substances described in Subsection C., or

4. Having an average daily flow greater than two percent of the average daily sewer flow of the city shall be subject to the review and approval of the city manager. The city may require pretreatment at the owner's expense and may establish a fee for acceptance of the wastes

E. No unauthorized person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any part of the sewer system.

F. The public works director may adopt specifications and additional regulations consistent with city ordinances to carry out the purpose of this chapter. A copy of such additional material shall be maintained in the public works department.

5.15.065 Industrial Pretreatment

All non-domestic users of the city sewer system shall comply with industrial pretreatment standards of 40 CFR Chapter 1 Part 403.

5.15.070 Sewer Service Charges

A. Users of sanitary sewer service shall be charged fees established by resolution of the City Council. The amounts may be based in whole or in part on the amount of water consumed at the property. The Council may establish fees

for any service or impact on the system, including, but not limited to:

1. Application fees.

2. Connection fees.

3. Usage fees.

4. Inspection fees.

5. Fees for improper connection.

6. Fees for misuse of the system.

7. Disconnection fees.

B. When an industrial or commercial sewer system user will discharge sewage of unusual strength or character, the city reserves the right to reject the application for service, to require pretreatment of such waste, and/or require the sewer system user to pay additional charges as provided in this chapter.

C. Sewer users are responsible for payment for sewer services as follows:

1. The city shall prepare and mail billings for sanitary sewer services monthly. Billing shall be in the same manner as billings for water services, and shall be combined with water bills, if applicable. Deadlines for payment shall be the same as for water bills.

2. A delinquent fee in an amount established by Council resolution shall be added to all delinquent accounts.

3. The city shall charge a fee of ten percent per year on all accounts that remain delinquent for more than three months to cover interest and collection costs.

4. The finance director is authorized to determine what constitutes a de minimis account balance and to waive the penalties in paragraphs two and three of this subsection in de minimis or extenuating circumstances.

5. The city may require deposits prior to providing sanitary sewer service or in lieu of a deposit, obtain a signed agreement from the property owner, whether the user of the system or not, that the owner will be ultimately liable for the user charges.

6. In addition to other lawful remedies, the city may enforce the collection of charges authorized by this chapter by withholding delivery of water to any premises where the sanitary sewer service fees are delinquent or unpaid, following the procedures and standards for shutting off water service for non-payment of water bills. However, the city shall not deny or shut off water service to any subsequent tenant based upon an unpaid claim for services furnished to a previous tenant who has vacated the premises.

5.15.080 Violation – Penalty

A. A violation of any provision of this chapter is a civil infraction subject to a civil penalty of up to five hundred dollars. Each day a violation continues shall be considered a separate violation.

B. Violations that constitute a health hazard are nuisances and may be abated as nuisance or by any other legal means of eliminating the hazard.

(Chapter 5.15 adopted by Ordinance No. 1949 on February 19, 2008; effective March 20, 2008)

CHAPTER 5.20 STORMWATER DRAINAGE UTILITY

5.20.010 Purpose

The city finds that absent effective maintenance, operation, regulation, and control, existing stormwater drainage conditions in all drainage basins and sub-basins within the city constitute a potential hazard to the health, safety and general welfare of the city. The City Council further finds that natural and man-made stormwater facilities and conveyances together constitute a stormwater system and that the effective regulation and control of stormwater can best be accomplished through formation, by the city, of a stormwater utility.

5.20.020 Definitions

A. Equivalent Service Unit (ESU) means a configuration of development or impervious surface estimated to contribute an amount of runoff to the city's stormwater system that is approximately equal to that created by the average developed single-family residence. One ESU is equal to 2,700 square feet of impervious surface area. All single family residences will be deemed to be one ESU, regardless of impervious surface area.

B. Impervious Surface means an artificially created hard-surfaced area that either prevents or retards the entry of water into the soil mantle and/or causes water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions. Impervious surfaces may include, but are not limited to, rooftops, concrete or asphalt paving, walkways, patios, driveways, parking lots or storage areas, trafficked gravel, and oiled, macadam or other surfaces which similarly impede the natural infiltration or runoff of stormwater. However, not all driveways or concrete are impervious, and the city will determine whether a particular surface is impervious.

C. Improved Premises means any area that the public works director determines has been altered such that the runoff from the site is greater than that which could historically have been expected. "Improved premises" do not include public roads under the jurisdiction of the city, county, state or federal government.

D. On-Site Mitigation Control System means a stormwater drainage facility that the public works director has determined prevents the discharge or substantially reduces or slows the discharge of stormwater into a receiving water or public stormwater system facility.

E. Person Responsible means the occupant, lessee, tenant, contract purchaser, owner, agent or other person having possession of property, or if no person is in possession, then the person in control of the use of the property, or in control of the supervision of development on the property.

F. Stormwater means water from precipitation, surface, or subterranean water from any source, drainage and nonseptic waste water.

G. Stormwater System means any structure or configuration of ground that is used or by its location becomes a place where stormwater flows or is accumulated, including but not limited to pipes, sewers, curbs, gutters, manholes, catchbasins, ponds, creeks, open drainageways, ditches and their appurtenances. “Stormwater system” does not include the Yaquina River, Yaquina Bay, or the Pacific Ocean.

   1. City Stormwater System means the portions of the stormwater system in public rights of way, within easements in favor of the city, or on city property.

   2. Private Stormwater Facility means any portion of the stormwater system on private property and not within an easement in favor of the city.

H. Stormwater Service means the operations of the city’s stormwater utility in providing programs and facilities for maintaining, improving, regulating, collecting, and managing stormwater quantity and quality within the city’s service area.

5.20.030 Provision of Service

Except as otherwise provided in this chapter, the city provides stormwater services to all properties within the city that have impervious surfaces that result in discharge or runoff into the city stormwater system.

5.20.040 Charges for Stormwater Service

A. Unless another person responsible has agreed in writing to pay for stormwater service and a copy of that writing is filed with the city, the person receiving the city's water bill shall pay the stormwater charges as set by City Council resolution. The fee shall be based on ESUs. If there is no water service to the property or if water service is discontinued and the property is an improved premises, the stormwater charges shall be paid by the person responsible for the property. The person required to pay the charge is hereafter referred to as the "customer."

B. The City Council may, by resolution, establish fees and charges necessary to provide and operate a stormwater system and service.

C. A customer may request a reduction of the stormwater service charge. The service charge will be reduced in relation to the customer's ability to demonstrate that an on-site mitigation control system limits stormwater discharges or improve the water quality of discharges. Any reduction given shall continue until the condition of the property is changed or until the public works director determines the property no longer qualifies for the credit given. Upon change in the condition of the property, another application may be made by a responsible person.

D. A customer may request waiver of the service charge. A waiver will be granted if the customer demonstrates that there will be no effective discharge to the city stormwater system beyond that which would occur in the property's natural state. The customer must demonstrate through hydrologic/hydraulic analysis that the site receives no stormwater service from the city stormwater system; and proof that any stormwater facilities are constructed and maintained to city standards.

E. For the purposes of this chapter, dry wells are not an on-site mitigation control system eligible for service charge reduction or service charge avoidance because of the potential water quality impact that dry wells may have on the city's ground water resources.

5.20.050 Stormwater Charges – Billing

A. Charges for stormwater service supplied by the city to any customer shall be charged for and billed to each such customer in accordance with rates established by Council resolution. The Council shall hold a public hearing before the initial adoption of a rate, and shall publish notice in a newspaper of general circulation in the city at least 30 days before the adoption.

B. The customer shall be responsible for all stormwater service fees and charges, except as allowed by Section 5.20.040.

C. Billings may be prorated. The proration shall be a daily rate determined by dividing the annual minimum billing by three hundred sixty-five days times the number of days of occupancy from last meter reading and/or billing date.

D. All money collected through stormwater fees and charges shall be used for the improvement, maintenance, and repair of the city's stormwater system

5.20.060 Stormwater Charges – When Delinquent

A. The city shall bill stormwater fees and charges in the same manner and at the same times as it bills for water service, and shall combine the stormwater bill with the water and/or sewer bill.

B. A delinquent fee, in an amount established by resolution of the City Council, shall be added to all delinquent accounts.

C. The finance director (or designee) is authorized to determine what constitutes a de minimis account balance and to waive the penalties in subsections B. and D. of this section in de minimis or extenuating circumstances.

D. In addition to other lawful remedies, the finance director may enforce the collection of charges authorized by this chapter by withholding delivery of water to any premises where the stormwater service fees and charges are delinquent or unpaid, following the procedures and standards for shutting off water service for non-payment of water bills as provided in Chapter 5.10. However, the finance director shall not deny or shut off water service to any subsequent tenant based upon an unpaid claim for services furnished to a previous tenant who has vacated the premises.

5.20.080 Appeal

Any customer aggrieved by any decision made with regard to the customer's account or a decision on charge reduction or avoidance may appeal to the city manager by filing with the city a written request for review no later than ten days after receiving the decision. The city manager's decision shall be subject to review by the City Council upon filing of an appeal within fifteen days of the notice of decision.

5.20.090 Right of Access

Employees of the city shall be provided access during regular business hours to all parts of the premises which include portions of the city stormwater system for the purpose of inspecting the condition of the pipes and fixtures and the manner in which the system is used. Should there be no one available on the premises, notice will be provided to the owner, tenant, occupant, or their agent that arrangements must be made to allow the inspection.

5.20.100 Tampering with System/Prohibited Discharges

A. No unauthorized person shall damage, destroy, uncover, deface, or tamper with any conduit, structure, appurtenance, or equipment that is part of the city stormwater system. No person may alter any conduit, structure or equipment that is part of the city stormwater system except as authorized by the city. No person may fill or divert any open portion of the city stormwater drainage system except as authorized by the city.

B. No person shall discharge or cause to discharge directly or indirectly to the stormwater system anything that could not be discharged to the sewage system under Section 5.15.060C.

C. No person shall discharge any sewage into the stormwater system.

D. No person shall discharge any hazardous materials into the stormwater system. Application of normal amounts of garden and lawn fertilizer and pesticides to lawns and gardens shall not be considered a discharge of a hazardous material under this section.

E. The city manager may adopt such rules and regulations as are necessary to protect the city stormwater system and the public health, safety and welfare. Violation of the rules or regulations are a violation of this chapter.

5.20.110 Responsibility for Private Stormwater Facilities

The owner of property where a private stormwater facility is located shall maintain the private stormwater facility in a properly functioning condition and shall operate the private stormwater facility to avoid flooding or erosion in excess of what would occur under natural conditions. An improperly maintained or operated private stormwater facility that results in flooding or erosion in excess of what would occur in natural conditions is a nuisance and may be abated as provided in Chapter 8.10.

5.20.120 Violation–Penalty

A violation of any provision of this chapter is a civil infraction with a maximum civil penalty of $1,000.00. Each day during or on which a violation occurs or continues is a separate civil infraction.

(Chapter 5.20 adopted by Ordinance No. 1951 on March 3, 2008; effective April 2, 2008)

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: April 1, 2024

Agenda Item:
Report and Discussion of Write-off Policies for Uncollectible Debt.

Background:
Assistant City Manager/City Recorder, Erik Glover, has been working with the Finance Department to develop a policy to address uncollectible debt for the City of Newport. Since that time, the policy grew to include liens against utility billing accounts and other collection practices. At this point, we would like to separate the write-off policies so that we can address this prior to the fiscal year closure on June 30, 2024. Attached is a detailed report from Erik Glover on the current policy. If Council is comfortable in proceeding with this policy, and pending final review from the City Attorney, we will bring this back for consideration and potential adoption by Council at the April 15 City Council meeting.

Recommendation:
None.

Fiscal Effects:
None by reviewing the draft policy. Cleaning up uncollectable debt will clean up the City's balance sheet through a formal process should this policy be adopted by the City Council.

Alternatives:
Modify the policy, or as suggested by the City Council.

Respectfully submitted,

Spencer Nebel
City Manager

STAFF REPORT
CITY COUNCIL AGENDA ITEM

Meeting Date: March 18, 2024

Title: Report and Discussion on Write-off Polices for Uncollectable Debt

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

Recommended Motion: None, informational only.

Background Information:

Developing a policy regarding writing off of un-collectible accounts receivable/bad debt has been a noted item of interest by members of the City Council, Budget Committee and Staff. Once a debt is entered into the City ledger, it typically remains on City financial records until such time as it is paid, sent to collections, or struck through a City action, or a bankruptcy. The City has had no formal policy regarding when debt can be written off, and records indicate that likely the most recent debt which has been written off was 10 years ago or so. In many instances, the City may maintain debts which are likely not collectible. This may be due to not having a policy, debts being severely aged, debtor has passed away/moved, debtor incarcerated, bankruptcy, unsuccessful collection attempts etc. In other situations, the City may maintain an automated billing system, such as Business Licenses which auto generates an invoice/bill on a yearly basis, and a contractor may no longer be in business, stopped work in Newport years ago and thus does not truly need a business license in Newport. as such the City may show a larger than "true" accounts receivable balance.

At the May 1, 2023 City Council Work Session Council was shown a draft of this policy and discussion was held.
Draft Policy Write Off Policies for Uncollectable Debt Rev 1.pdf (legistarweb-production.s3.amazonaws.com)

Erik Glover reviewed a wide variety of municipal policies around the country, and prepared the first draft in spring of 2023. The draft underwent review by a work group of City Finance Director, and City Manager through the balance of the last year, and has been subsequently modified into the current version.

It was noted in Council discussion that it may be wise to use the restitution feature to collect debts from incarcerated folks, instead of writing it off. It was clarified by Nebel that writing off a debt is done for accounting purposes, and it is still technically maintained such that it can be collected at a future date. Attorney Allen clarified that simple rate of interest is 9%.

Some concerns were noted about the time/money spent to track down a $100 debt for example, but also the fact that if a reputation for not being aggressive on debt collection may hamper repayment of valid debts. It was noted the City has a variety of debts, and Council would like to see a graphical depiction by category, it has been prepared by Finance Director Baugher which is attached for your review. With a review of the attached graph, the current utilities positive number include outgoing monthly billings. Court is shown as 0% because court is treated on a cash basis, IE invoices are recognized when paid. Accounts receivable balance at over 3 years shows negative, largely because of lease pre-payments from McWatkins at the Airport. For transient lodging taxes, a negative balance of ~$673,446 is observed, due to the way invoices are applied in our system. Due to staffing shortages, in some instances payment has been received, but the invoice has not been entered in the system, thus it shows up as a negative number. With respect to business licenses in particular staffing shortage and turnover has led to some issues with proper input, as previously indicated. It is estimated that around $60,000 of the total is for automatic billing of business licenses, for businesses no longer operating in Newport, which are not valid debts thus are not actual AR entries.

This policy draft should go a long way to cleaning up the accounts receivable balances of the City, and provide solid guidance and an automated process to accomplish this in the future.

It is expected that a specialized policy for the purpose of writing off utility bills will come to Council for review, when Attorney Allen competes his efforts to compile the document into appropriate code language.

If Council is in support of this draft policy, Staff will prepare it in final form and bring back to the Council for adoption at the April 01, 2024 meeting.

Fiscal Notes: None

Alternatives: None recommended

Attachments: Revised Draft Policy
Graph of A/R Balance by Category
Minutes May 01, 2023 Council Work Session

STAFF REPORT
CITY COUNCIL AGENDA ITEM

Meeting Date: 01/02/24

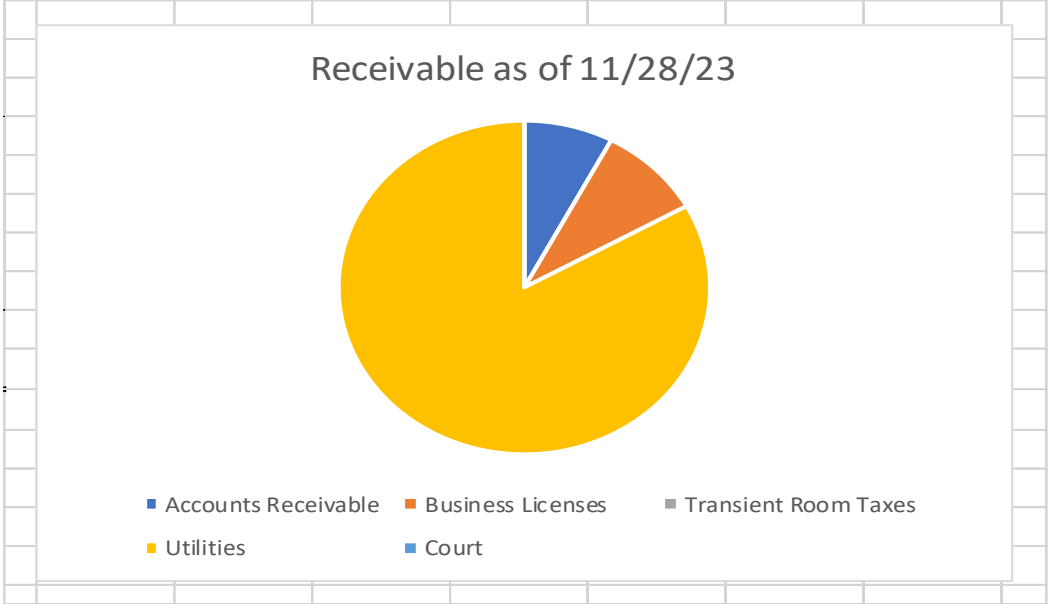
Title: Summary of accounts receivable for uncollectable debt / write-off policy.

Prepared by: Steve Baugher

Recommended Motion: None

Background Information:

Here is a brief summary of the types of accounts receivable that the City utilizes for billing purposes. The City prepares billings for business licenses, transient room tax filings, utility billings, Airport leases, Airport car rentals, Fire fees/charges, General Fund leases, and miscellaneous Water/Wastewater billings. As with most cities, the Court is treated more on a cash basis for the financial statements. The main categories (modules) for accounts receivable are accounts receivable, business licenses, transient room taxes, utilities, and Court, as shown below in the chart and table.



Accounts Receivable Modules
Receivable as of 11/28/23

Module	Current	Over 30	Over 1 Yr	Over 2 Yrs	Over 3 Yrs	Total
Accounts Receivable	103,754.02	20,136.27	14,243.04	(64,503.96)	11,590.68	85,220.05
Business Licenses	176.00	66,119.07	34,113.15	0.00	0.00	100,408.22
Transient Room Taxes	0.00	0.00	0.00	0.00	0.00	0.00
Utilities	654,697.55	124,125.70	33,667.25	22,097.74	78,837.72	913,425.96
Court	0.00	0.00	0.00	0.00	0.00	0.00
	758,627.57	210,381.04	82,023.44	(42,406.22)	90,428.40	1,099,054.23

The negative entry for accounts receivable over two years is a prepayment on a land lease at the Airport.

The accounts receivable module captures any billings not processed through the business license, transient room tax, and utility module. Below is a table showing a breakdown of the accounts receivable module.

Accounts Receivable Module as of 11/28/23

Category	A/R	Unapplied	Net	%
Airport	73,406.61	(3,064.92)	70,341.69	82.54%
Airport-Land Lease	6,586.00	(65,592.00)	(59,006.00)	-69.24%
Building Permit	(180.00)	180.00	0.00	0.00%
Fire	23,525.00		23,525.00	27.61%
G.F. Lease	(54.00)	(3,200.00)	(3,254.00)	-3.82%
Streets	559.54		559.54	0.66%
Wastewater	11,351.66		11,351.66	13.32%
Water	42,594.41	(31.89)	42,562.52	49.94%
Unapplied		(860.36)	(860.36)	-1.01%
Total	157,789.22	(72,569.17)	85,220.05	

It is estimated that the allowance for uncollectible debt or uncollectible debt written off would be around $195,700. The amount represents the totals above for over one to three years plus the land lease prepayment.

Fiscal Notes:

The allowance for uncollectible debt or uncollectible debt written off would be a reduction of net revenue of $195,700 for the 2023-2024 fiscal year.

Alternatives: None.

Finance Accounts Receivable Policy- Write off of Uncollectible Debt

Rev 3-12-24

1.0 PURPOSE

It is the policy of Newport, herein referred to as "City," to actively pursue collection of past due accounts receivable, regularly review the status of past-due accounts, and write-off amounts determined to be uncollectible.

This policy provides the City of Newport with a methodology to write off uncollectible accounts receivable also known as bad debt. This policy ensures that uncollectible accounts receivable are not carried on the financial records of the City for an inappropriate period of time and are written off for accounting purposes. Common examples include: Transient Room Tax Lodging, Business Licenses, Court fines, and General Accounts Receivable. This procedure is not applicable to delinquent property tax bills, as they are collected by Lincoln County. This policy is also not applicable to utility bills, which are handled by a separate policy.

When repeated collection efforts on an accounts receivable have been unsuccessful, and after an invoice is a year old, Finance Department shall include that amount as an allowance for doubtful accounts. The allowance for doubtful accounts ensures the City's receivable balances are adjusted based on the likelihood that these outstanding accounts will be paid. The accounting allowance for doubtful accounts does not legally forgive a customer's debt to the City and does not preclude a future collection or legal action. The purpose of this policy is to ensure sound financial management practices and that all reasonable efforts have been pursued to collect all accounts receivable, improve measurement of the accounts receivable and ensure the most efficient use of City revenue collection resources. As well as outline the procedures that will be used to write off City receivables that are uncollectible.

2.0 DEFINITIONS:

" General Accounts Receivable" means money owed to the City for services or merchandise received by the customer on credit, or for the assessment of fines, fees, or taxes. Payment is generally due within 30 days after the service or merchandise has been received, unless otherwise specified. Accounts receivable include all monies owed to the City for fees, goods delivered to, or services performed for other persons or organizations including contracts, grants, and leases.

"Adjustment" means a correction or modification to an accounts receivable to reflect actual facts and conditions, and to increase the likelihood of repayment.

"Aged Balance of Accounts Receivable": A schedule classifying the balances of all accounts receivables according to the varying lengths of time the accounts are past due.

"Allowance for Doubtful Accounts" means an estimate of the dollar amount of accounts receivable that will not be collected. The estimate is based on past experiences and an analysis of current accounts receivable.

“Bad Debt” is money owed to the City that is no longer deemed recoverable after all reasonable efforts have been pursued to collect the money owed.

“City’s Central Accounting System” means CASELLE software.

"Collection Agency": An independent contractor who is hired by the City to pursue the collection of uncollected accounts receivables.

“Customer” means an external person, organization, or other entity that received City services or merchandise, was charged a fine or fee, assessed a tax, or who received City funding through grants, loans or other mechanisms.

"Subsidiary Ledger" means a group of accounts with common characteristics used to facilitate the accounting process. The subsidiary ledger contains the details which support an aggregated general ledger control account.

“Uncollectible debt” refers to any account or debt owed the municipality which has become overdue by more than ninety days.

“Write-Off” is an accounting transaction that appropriately adjusts the value of the City’s open accounts receivable that is deemed no longer collectible, in accordance with Generally Accepted Accounting Principles. It is not a legal forgiveness of debt

3.0 BACKGROUND:

Various City of Newport departments have accounts receivable resulting from their operations, which are collected by the Finance Department. Some of these receivables may become uncollectible after a period of time or an event. When the City determines that a receivable is uncollectible, the receivable is recognized as a “bad debt” and written off for accounting purposes, which does not constitute a forgiveness of debt.

Some other situations which may result in writing-off uncollectible receivables include:

1. Homeless, deceased, incarcerated and unknown address;
2. Accounts receivable submitted to a collection agency are returned to the City as uncollectible;
3. Litigation losses involving accounts receivable;
4. Notification from the bankruptcy court that a debtor has filed for bankruptcy and that collection of the debt is remote;
5. Advised by City Attorney that it would not be productive to sue a debtor;
6. If it is determined that a bill/invoice was an incorrect billing, and is not a true and owing/valid debt.

4.0 COLLECTION PROCEDURES:

1. Finance Department shall prepare and deliver an invoice to the debtor as soon as practical after the receivable is created. The debtor will be given transient room tax collections 45 days, business license 15 days from the date of the invoice to return payment, all other accounts 30 days, unless otherwise specified.

2. Simple interest per annum in the amount of 9% shall be applied to all bills after thirty (30) calendar days past due. Such interest shall be reflected in the bills issued by the City, unless otherwise provided for in the municipal code or statute.

3. If payment is not received as required from the date of original invoice and payment arrangements have not been made in writing with the Finance Department, the Finance Department shall attempt to collect by notifying the debtor in writing that payment is overdue and payable immediately. At this point, the debt has become an overdue receivable.

4. If payment is not received within 90 calendar days from the original invoice, the City shall cease to provide services to the debtor until payment is made in full.

5. The Finance Department shall attempt to collect payment by notifying the debtor in writing that payment is overdue and if no payment is made within 10 calendar days from the date of the letter, the debt shall be turned over to a collection agency or legal counsel and may be reported to credit bureaus.

It shall be the responsibility of the City Manager to annually categorize debt as uncollectible account receivables and to authorize this debt to be written-off the City's ledger pursuant to these thresholds:

For accounts up to $1,000, and 90 days delinquent, the use of a lien or referral to a collection agency will be utilized, as may be appropriate for the receivables type.

For accounts more than $1,000, and 90 days delinquent, the use of lien, small claims court, or other court action will be utilized, as specified by City Attorney.

5.0 POLICY for Allowance for Doubtful Accounts And Write Offs:

The Finance Department shall provide the City Manager with a yearly report of aged balance of account receivables. The Finance Department shall prepare an allowance for doubtful accounts journal entry at fiscal year-end to adjust for estimated uncollectible accounts. Said analysis shall be based on an analysis of historical trends and outstanding accounts for which collection is unlikely. Supporting documentation of this analysis shall be included (attached to) the journal entry. City Manager will authorize the doubtful accounts journal entry.

Allowance for Doubtful Accounts- An allowance for doubtful accounts should be established to reflect the amount of the City's receivables that the Finance Department estimates will be uncollectible. The establishment of an allowance account ensures that the city's receivables are not overstated and that accounts deemed uncollectible are timely and accurately recorded in the correct period for financial reporting purposes. The amount of any receipts that may be remitted to the City from the collection agency, or

lien collection will be credited to the Allowance for Doubtful Accounts. This will effectively reduce overall bad debt loss expense.

Any debt approved to be written off by the City shall be documented on the "written write-off authorization form" contained in Appendix A of this policy. Write off of uncollected accounts receivable debt shall be done at a minimum annually by the Finance Department. The written write-off authorization must be accompanied by the following documentation:

For debts up to $1,000, sufficient evidence to write-off debt shall include records of telephone calls, copies of correspondence between the City and the debtor, or record of a collection agency's inability to collect the debt.

For debts more than $1,000, but less than $150,000, sufficient evidence to write-off debt shall include copies of documents indicating court action (whether small claims or circuit court), or justification for an absence of court action, or attempts by a collection agency to collect on the debt or evidence of concurring opinion from City Attorney indicating that all available and lawful means by which the debt may be collected have been pursued.

For individual account debts more than $150,000, the City Council shall be the authorizing body for any write off. The City Manager shall prepare a report detailing the account, and attempts to collect the debt for City Council approval.

5.1 RESPONSIBILITIES:

It is the responsibility of the Finance Department to track Uncollected Account receivables owed the City and to report this on a yearly basis to the City Manager.

Regularly, but at least quarterly, Finance Department shall:

- Record, update, and maintain receivable balances and related revenues in the City's general ledger in the City's central accounting system.
- Analyze accounts receivable and prepare an aging schedule documenting overdue invoices and accounts. The aging schedules shall include, at a minimum, the name of the customer or account number, the current amount due, a list of outstanding invoices, a classification for each invoice showing the number of days past due, and explanations as to the collection status of accounts more than 90 days past due

Regularly, but at least yearly, Finance Department shall:

- Record outstanding receivables at fiscal year-end via an accrual journal entry for amounts that have not yet been billed.
- Record an allowance for doubtful accounts journal entry at fiscal year-end to adjust for estimated uncollectible accounts. Finance Department shall base this allowance on an analysis of historical trends and outstanding accounts for which collection is unlikely. Supporting documentation of this analysis shall be included (attached to) the journal entry.

A write-off of uncollectible accounts receivable from the Cities accounting records does not constitute forgiveness of the debt. The debt shall be owed to the City in perpetuity.

The City shall maintain records of accounts written-off in accordance with Federal and/or State records retention rules.

The City Manager shall, annually present and review the aged balance of account receivables report to the City Council including what actions have been taken for securing the uncollected accounts receivables, and report on written off accounts, within 6 months of fiscal year close

At a minimum, annually Finance department will review and identify any accounts receivable for which it is responsible that meet the criteria for designation as an uncollectible account. The request for write-off of accounts receivable must include an itemized list of the uncollectible accounts to be written off specifying the following: • Debtor name • Account balance • Due date • Brief description of receivable type (i.e., Transient Room Tax, Lien, Revenue, Late Fees, Water Sewer Services) • Reason under which the account was deemed uncollectible • Account number of the receivable in the billing system used by the Department.

For each uncollectible account, documentation must be attached to the request to support the uncollectible account and substantiate that the department has followed its collection procedures and exercised due diligence in its collection efforts. Due diligence documentation could include any one or a combination of the below: • Invoices, reminder letters, delinquency notices or collection letters (and any documentation that is returned as undeliverable, no known forwarding address, etc.) • Bankruptcy claim and any related plan or discharge • Judgment awarded by a court or settlement agreement • Death Certificate • Referral to the City's collection agency

For any accounts which are referred for court action, the Finance Department shall prepare documentation and submit to the City Manager including Debtor name • Account balance • Due date • Brief description of receivable type (i.e., Transient Room Tax, Lien, Revenue, Late Fees, Water Sewer Services) Account number of the receivable in the billing system used by the Department.

Documentation shall substantiate that the City has followed its collection procedures and exercised due diligence in its collection efforts. Due diligence documentation could include any one or a combination of the below: • Invoices, reminder letters, delinquency notices or collection letters (and any documentation that is returned as undeliverable, no known forwarding address, etc.)

The City Manager or designee, shall present the documentation to the City Attorney for review prior to commencement of a court action. The City Manager or designee shall facilitate the court action regarding the receivable.

Exhibit A-

Finance Department: Accounts Receivable Write-off Authorization Form

Account/Debtor Name		
Account Number		
Amount to be Written Off		
Account Balance		
Invoice Dates		
Breakdown by Aging		
Current	$	
Over 30	$	
Over 60	$	
Over 90	$	
Over 1 year	$	
Total $		
Will account holder continue as customer?	Yes ()	No()
If no, why?		
Reason for Write Off:		
Collection Procedures to Date: (List invoices, delinquency letters sent, shutoff notices, collection letters etc. by date and purpose, as well as any court action)		
Requested by: Staff Member Submitting		
Approval by: Finance Director		
City Manager		
Is City Council approval necessary? If yes, list date approved here, and attach documentation		
FINANCE DEPARTMENT USE ONLY		
Entry Reference #		
Date Posting Made		
AJE/Posting Entered by:		
AJE AMOUNT		
Comments		

Form Date x, x, 2024. Form Rev #

May 01, 2023
4:00 PM
Newport, Oregon

CITY COUNCIL WORK SESSION

The Newport City Council met on the above date and time in the City Council Chambers of the Newport City Hall. On roll call Jacobi, Parker, Hall, Sawyer, Goebel, Kaplan, and Botello (delayed arrival).

City Staff in attendance were: Spencer Nebel, City Manager; Erik Glover; Assistant City Manager/City Recorder. Also present were; Steve Baugher; Finance Director, and David Allen, City Attorney.

CALL TO ORDER AND ROLL CALL

Sawyer called the meeting to order at 4:03 P.M. and Glover conducted roll call.

DISCUSSION ITEMS

City Manager's Report. Nebel presented the written City Manager Report on Monday, May 1 at 4 PM the City Council will meet in a work session to discuss two finance policies and to schedule an Executive Session for the purposes of discussing negotiations. This will be followed by an urban renewal meeting scheduled for 4:45. This meeting will be to approve minutes and schedule an executive session that will follow the regular City Council meeting. Following the Urban Renewal meeting, we will have an executive session for negotiations. The City Council will start at 6 PM and following the Council meeting will have the Urban Renewal meeting to discuss land transactions. A schedule provided below for times and issues to be discussed during the course of the meetings on May 1. Schedule for Meetings for Monday, May 1, 2023 1.) City Council Work Session at 4 PM. 4:00 Discussion on write-off policies (20 minutes) 4:20 Discussion on utility billing policies (20 minutes) 4:40 Scheduling an Executive Session for labor negotiations (5 minutes) 4:45 Adjournment 2.) Urban Renewal Meeting at 4:45 PM. 4:45 call to order, approval of minutes and scheduling an Executive Session for property transactions (5 minutes) 4:50 Adjournment 3.) Executive Session on labor negotiations 4:50 PM. 4.) Regular Council Meeting at 6 PM. 5.) Executive Session for URA property transactions immediately following adjournment at the Regular Council meeting. Discussion on Draft Write-off Polices for Uncollectable Debt (20 minutes) I have had a number of priorities to clean up various practices and policies for the City of Newport that had been previously identified by me, the Budget Committee or the City Council. This includes water and sewer policies, write-off policies, completing the personnel manual, implementing the purchasing and contracting policies, and other similar efforts that will certainly be of great assistance to future city managers, city councils and staff. This will remain one of my top priorities as we proceed through this year.

I appreciate the efforts of Erik Glover in pulling together a number of these draft policies. Presenting them to the Council as working drafts to get further feedback from Council. City Attorney, David Allen, will also be reviewing this in further detail as we refine this document. We also need to work with the Finance Department to make sure that the provisions included in these policies are appropriate. This has been a challenge, as Steve has been working single-handedly to get through the audit and budget processes. He has had to set aside a number of other things in order to keep those two major efforts moving forward. within the timeframe we need to pull together those efforts. The City Finance Department does not have a written policy on debt to be written off when it is uncollectable. Erik, however, has a reviewed a number of municipal policies and pulled together this draft for your review. It provides for regular process of writing- off bad debts. It provides that the City Manager shall provide an annual report to the City Council on outstanding debt. It outlines the situations which may result in writing-off uncollectible receivables. We will review this policy with Council to get any additional input on how to proceed with this policy.

Policy and Code Provisions for Utility Billing (20 minutes) Over the years with the changeover of personnel in Finance, there have been many practices that have been in place for the utility billing system that do not necessarily match up with our Newport Municipal Code provisions. Accounting Technician, Rebecca Morrow, has identified several specific concerns and has asked for guidance in addressing those issues. Rebecca has also been working with Erik Glover on modifications to the Code and modifications to specific policy, on how to handle specific utility billing issues. In December 2022, we reinitiated efforts to revise the billing, collections and administration Code for utility services. Our current Code provisions have separate billing provisions for water, wastewater and storm water, even though they are all collected in the same method. This has certainly created some administrative confusion in the past. We are proposing the addition of section 5.05 which would be a section entitled Billings, Collections and Administration of Utility Services that would consolidate all the billing processes in one section for water, wastewater and stormwater. Erik Glover and Rebecca Morrow have been reviewing this section to address a number of issues. Some of the key concerns are having a uniform method of dealing with late fees and interest on accounts, having a reasonable deposit policy, and incorporating provisions as to how leak adjustments are to be handled.

The Code provisions will need further review prior to scheduling them for a public hearing and Council consideration of approving these revised Code provisions. Of more immediate concern, is an administration policy change that we are planning to make regarding landlord-tenant utility accounts. Most landlords have been very responsible about covering any outstanding balances left by tenants on their properties. One issue that the Finance Department has not been doing, however, is having the owner of the property sign a form indicating that they wish to have the account in their tenant's name, and in return, will guarantee payment of the account if the tenant does not pay. While holding the land owner responsible has been our practice, we have had property owners raise this issue that they did not agree I writing to be responsible for this bill. We are proposing to require all landlords to sign the attached form at the time that a tenant vacates a piece property and a new tenant is moving into the property. If the property owner will not sign the form, and does not pay the bill, we will not provide water service

for any new tenants. I appreciate the efforts of Rebecca Morrow in identifying this problem. I plan to proceed with this change in practice that will make it consistent with our current Code provisions so that there are no questions regarding the property owner's responsibilities for paying any balances left on properties. As an alternative, the property owners could keep the bills in their name, pay the bills, and then collect from their tenants, should they choose not to sign one of these forms.

Scheduling an Executive Session for Purposes of Discussing Labor Negotiations (5 minutes) I would request that City Council consider the following motion: I move to hold an executive session immediately following the Urban Renewal meeting for consultation with labor negotiators for the International Firefighters Association contract discussions. Following the work session there will be a brief Urban Renewal meeting to schedule an executive session, and then the Council will go into executive session to discuss labor negotiations. The regular meeting starts at 6 PM and an executive session for Urban Renewal will be held immediately after adjournment of the regular meeting.

Report on Write-Off Policies for Uncollectable Accounts Receivables including Business Licenses known as Bad Debt. Nebel introduced the item and advised water and sewer policies cleanup is also planned, due to some variances between practices and code. Nebel advised that the practices related to writing off bad debt has not been good, he advised Finance Department reviewed records and it doesn't seem that any bad/uncollectible debt has been written off in ten years. He advised that for example Business Licenses are auto generated by billing software, many of these companies are out of business and the system auto bills yearly.

Nebel reviewed the draft written policy, and advised that this change and regular practices guided by policy, should clean up the financial records of the City. He advised a challenge with these new policies is the Finance Department is having staffing challenges, a new person in Accounts Payable, a staffer with about a year in utility billing. The good aspect is they are evaluating stuff with a critical eye, the bad part is they are still learning what they are doing. Nebel reported he wanted to express his thanks to Steve baugher who has been doing double duty for the last year here in Newport, and implementing new GASB standards and an intensive audit, which was overlaid with budget.

Nebel covered 3.0 of the draft policy, dealing with homeless, deceased or incarcerated folks saying at present they are currently not written off. Parker referenced incarcerated aspect of the policy, and if it pertains to restitutions by incarcerated person, and suggested using parole and probation to collect debts from incarcerated folks instead of writing it off. He advised folks provide cash on the books for folks, so it seems like some of that could be used for payment instead of deleting the debt, as everyone is an adult and subject to the rules.

Nebel reported that Attorney Allen advised it would likely not be worthwhile to sue a debtor. Nebel advised a yearly report would be given to the City Manager who would present the report annually to City Council on debts written off. Nebel advised just because the debt is written off for accounting purposes, it would still be maintained in the event the debt is collected at a later point. Allen referenced statutory interest is simple

rate of interest at 9%, not 12%, and would recommend statutory legal rate of interest as 9% on principle. Nebel advised this is a working draft and can be evaluated.

Parker shared that it would be nice to see a graphical representation of all the debts by category. There have been some property tax collections in the news recently, and it would be important to have a breakdown by category, and trending over time.

Hall asked what someone submits as identification an SSN, Oregon Driver's License, or what number is used for collections purposes as she had a concern with fairness and consistency. Hall referenced a concern with the time spent to track down $100 after 3 years for example. Nebel advised a threshold for amounts needs to be put into policy.

Goebel advised a deficit of that is that the City will get a reputation as being not likely to collect debt and be taken advantage of. Allen advised that the City has a collections agency.

Baugher reported he believe ODL was obtained for utilities. Hall reported that collecting the information the same from all categories is necessary. She advised treating utility rate payers the same as room tax payers was important.

Allen advised room tax interest is 1% per month, so perhaps 9-12% would be a good interest rate, but he would want to review the code. He suggested referencing using interest rate provided in code, but if one is not there then default/statutory rate of interest.

Parker asked if abatement costs factor into, Nebel advised that is more likely leaning towards Property Liens discussion would be another upcoming discussion.

Goebel asked why is this being done? Nebel said to clean up the books the City has a decade of debt which needs written off, and secondly a clean and clear policy to prevent the accumulation of bad debt in the future. Nebel advised the amounts of bad debt by category would need to be brought back in a future report.

Allen advised abatement costs are in code and interest is 9% per annum, and suggested making consistent with code.

Hall said interest for room tax for 1% per month, and 12% after 30 days would it be an unfair assessment. Allen reported it was important to be tied to the code if there was an interest rate which was different. Hall reported it would be important to know the threshold amounts for write off.

Glover advised that page 4 of the policy details the threshold amounts, section 5.

Hall asked if the City is consistent on identification for what is being requested. Nebel advised probably not as someone checking out a hydrant meter, would be different than airport hangar, which is different than utility billing, which is different than room tax.

Report on Draft Code Revisions and Policies for Utility Billing.

Nebel gave the report and detailed that separate provisions for water, wastewater, and stormwater billing exist, as well as collections protocols, despite being collected on one bill. Nebel detailed deposits. Nebel covered leak adjustments Sawyer inquired about what the City is charging for deposit on water? Baugher reported the amount was $346.00. Sawyer reported the deposit was $100 when he first came here. Sawyer reported it seems good to have a deposit refund, instead of keeping it permanent. Nebel advised this is covered in the draft code as discussed tonight. Botello asked if someone is hard up for an account if they can borrow the money from the City to get it turned on, and then get it back? Nebel reported that was not an option. Baugher advised the deposit is kept and refunded at final close out. Nebel advised the purpose of the deposit is to protect the utility, and somewhat the landlord, if there is a open balance left.

Goebel asked about habitability and water service being needed. Kaplan referenced a concern about deposit and homelessness. Nebel detailed landlord tenant responsibility for water bill. Allen detailed the code requiring property owner responsibility, which has not been placed on application forms to date and practice since 2008 has not consistent with existing code.

Allen detailed that as new tenants establish accounts, landlords will have to sign the new form to effect a change.

Parker advised that this change provides some clarity for tenant which is great. Allen advised we don't want to get into landlord tenant agreements/relationship, but there are some notice provisions in the statute which needs to be followed in this process. These will ultimately be outlined in any agreement to provide notice before any action. Parker reported he has experience as a renter in Oregon, and utility increases was always a reason to increase rent.

Sawyer asked what is the process on a rental, Renter A moves out and gets deposit back, and Renter B moves in a month from now. Does the City switch from renter, to landlord, and to new tenant. Baugher reported it transfers back to landlord, then the new tenant upon application. Nebel generally the water bill will remain with the landlord unless they request in writing the City transfer an account to a tenant, with the property owner's understanding of being responsible.

Allen noted concern on landlord tenant to question by Parker.

Nebel detailed that a change to utility billing cycles has already been made, by shifting to only one billing cycle per month. Previously with manual read meters, 4 separate routes were ran by readers, thus four billing cycles. This transition will have some with a longer period of use, some will have a shorter use and from this point forward meters will be read on one day a month which will be closer to billing period.

Hall said she is concerned with landlord having to come in to City Hall sign off on the forms, and had concerns about making the process more difficult for folks. Nebel advised that a signature would need to be obtained electronic or in person. Allen detailed that docu-sign for e-signatures may be an option, as they seem to be commonplace. Baugher reported his ultimate goal is all the forms and processes are online and folks don't have to come in to City Hall to fill out any of them.

Nebel advised this is a year of cleanups, and getting this cleaned up should make things easier for future managers.

EXECUTIVE SESSION

Scheduling an Executive Session Pursuant to ORS 192.660(2)(d) to Discuss Labor Negotiations

MOTION was made by Kaplan, seconded by Parker to hold an executive session immediately following the Urban Renewal meeting in accordance with ORS 192.660(2)(d) for consultation with labor negotiators regarding the current negotiations with the IAFF. The motion carried unanimously in a voice vote.

ADJOURNMENT

There being no further business, the meeting was adjourned at 5:03 PM

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: April 01, 2024

Agenda Item:
Employee Transitional Housing Update

Background

At the June 20, 2022 work session, The City Council heard an update on the project of acquiring transitional housing to assist employees transitioning to Newport. This project helps to reduce the concern about applicants declining job offers, due to not being able to secure adequate housing. The City Council has expressed a consensus to obtain suitable rental housing to assist newly hired employees in that regard. This is similar to a program offered in Lincoln City, although in their regard they own the properties they rent to employees. In our case, we are leasing two units and subleasing them to employees, on a temporary basis. This allows suitable time for staff members to obtain longer term housing, and a bit of flexibility in evaluating potential homes to buy or rent.

Since that time, staff has worked to secure 2 rental apartment units, 1 3 -bedroom ADA compliant, and 1 1-bedroom ADA compliant apartment. Administration is working through the final stages of paying for/signing agreements for the properties, and determining the necessary rules and regulations/paperwork for employees to sign. In addition, staff will be working to make arrangements to get these units furnished, and suitable for employee use. City will be charging employees a negotiated rate, for the use of these transitional housing options.

These efforts should go a long way to addressing recruitment issues impacting the City, and housing/transition issues for City employees. Administration is optimistic that this project will be complete/move in ready, with units available to sublease to employees within the next 60 days.

Recommended Action:

I recommend that the City Council consider the following motion:

NO motion needed, only receipt/acceptance of the informational report.

Fiscal Effects: None

Alternatives: None, or as directed by City Council.

Respectfully submitted,
Erik S. Glover

Erik Glover, Assistant City Manager/City Recorder,
on behalf of:Spencer R. Nebel, City Manager

June 20, 2022
3:00 P.M.
Newport, Oregon

CITY COUNCIL WORK SESSION

The Newport City Council met on the above date and time in a joint work session with the Parks and Recreation Advisory Committee and 60+ Advisory Committee, in the Council Chambers of the Newport City Hall. On roll call, Jacobi, Goebel, Parker, Botello, Hall, and Kaplan were present. Staff in attendance were Spencer Nebel, City Manager; Peggy Hawker, Special Projects Director; Erik Glover, Assistant City Manager/City Recorder; Derrick Tokos, Community Development Director; Jason Malloy, Police Chief; Mike Cavanaugh, Parks and Recreation Director; David Powell, Public Works Director.

Parks and Recreation Advisory Committee members present were Bryn McCornack, Brian Norris, Nancy Steinberg, Cheryl Brown, and Todd Chandler.

DISCUSSSION ITEMS

Joint Meeting with the Parks and Recreation Advisory Committee, 60+ Committee, and City Council on the Final Draft of the Parks and Recreation Business Plan. Nebel reported that the city contracted with BerryDunn to conduct a business plan for the various recreational services offered by the city. He stated that the packet contains a copy of the draft report. He noted that Jeff Milkes, from BerryDunn, would present an overview of the plan.

Nebel reported that the plan was developed with a significant community engagement process involving internal and external stakeholders to understand the strengths, weaknesses, opportunities, and threats (SWAT) of Parks and Recreation programs to help guide expectations and opportunities to understand the dynamics of these programs and to look for opportunities to improve efficiencies, increase users, and provide recreational services and programs to meet the needs of the community.

Nebel reported that one of the findings from BerryDunn, is that for a community with just over 10,000 people (11,882 including the urban growth boundary), the scope and breadth of the facilities provided exceed what is normal for a community of this size. He stated that residents have been supportive of these services in the past, which extends beyond recreation with owning and operating a performing arts center as well as a visual arts center, a successful Library, and meeting services from public safety to public works in the community.

Nebel reported that Jeff Milkes, with BerryDunn, would make a presentation on the Recreation business plan.

Milkes made a PowerPoint presentation that included: community profile; population; age distribution of Newport residents; median age; Newport ethnic character; 489 participants involved in outreach efforts; themes from public engagement; strengths of the department – public engagement; areas of potential improvement – public engagement; top activities to add/enhance – public engagement; highest priorities – public engagement; needs assessment – survey methodology, key survey findings, and affordability; communication – how the community receives information; communication – preference to receive information; trends relevant to Newport; adult fitness participation; adult team sport participation; tourism impact analysis; highlights from recreation analysis; financial

analysis; General Fund subsidy; direct recreation cost recovery; historic revenue and expenses; comparative analysis; goals and objectives; goals; and recreation and parks comments.

A discussion ensued regarding tourist passes, and it was noted that a limited amount of revenue comes from out of city visitors. It was also noted that fitness equipment has a tremendous impact. It was asked whether the day pass data could be broken out by month. Cavanaugh explained that historically, drop-in passes were not connected to the user.

Goebel stated that he does not think the Recreation Department would be a profit center, but stated that he would like to stop the bleeding.

It was noted that any comments should be directed to Cavanaugh by July 15, and he will forward them to Milkes. It was noted that this matter would be added to the agenda of the second Council meeting in August.

Update on Municipal Court by Municipal Judge, Jeff Pridgeon. Jeff Pridgeon, Municipal Court Judge, provided an update on municipal court activities. He reported that the information included in the packet shows the activity over the past year. He reviewed the revenue for the Fiscal years of 2019/2020 and 2020/2021. He noted that the information shows the types of citations issued, adding that they are primarily traffic and parking citations. He explained the city's relationship with Valley Credit, and the rate of collection of past due tickets. He stated that the last page of the information explains the various assessments to fines. He responded to Council questions.

Discussion Regarding Draft Camping Ordinance. Nebel reported that on April 18, a draft ordinance was presented to Council outlining a way to help manage and regulate camping in the city. He stated that as indicated at that time, the current camping restrictions are unenforceable, and Council was not supportive of the draft ordinance, which was modeled after the Coos Bay and McMinnville ordinances. He added that Allen indicated that the League of Oregon Cities would be issuing a guidance document on addressing regulatory measures regarding homelessness, and that Council should review that prior to moving forward in addressing these issues. He noted that the League's paper on homelessness is included in the packet.

Nebel reported that it would be beneficial to get direction from Council on how to proceed with these very difficult issues.

Nebel reported that on a related matter, staff has developed a plan for managing camping in the Hurbert Street parking lot.

Nebel reported that these are policies that have not been reviewed by either the City Manager or City Attorney, and are for discussion purposes only.

Nebel reported that Allen would summarize the information from the League of Oregon Cities. He stated that staff met with a group of residents regarding the Hurbert Street parking lot. He added that staff would like guidance on Council desires regarding these issues. He noted that there is a high level of frustration in the community, and internally, on how to address some of these issues in a fair and reasonable way.

Allen summarized the LOC report. He noted that it is a good guide that lays out the issues. He added that the guide speaks to the Martin v. Boise decision, and the Grants Pass case. He noted that HB 3115 codified those two cases and what cities should or could do. He stated that the bill does not take effect until next year. He reported that HB

3124 addresses the issue of established campsites. He noted that page seven of the report speaks to recreational vehicle and car camping. He added that the other issue is the state created danger doctrine. He stated that the city needs to be cognitive of these issues if it creates a shelter.

Allen reiterated that there are two court cases, house bills, and the state created danger doctrine, and that the ordinance should be practical and made in coordination with relevant partners.

Botello asked how long it would take to get a decision. Allen reported that he would check, but that he was not certain whether the Blake v. Grants Pass case was yet in oral arguments.

Goebel asked about the state created danger doctrine. Allen noted that the city would have to weigh the risk versus benefit, and that there could be risks and challenges to whatever the city decides. He added that staff has to ask whether it has the enforcement ability, what is the best approach, and whether it can be implemented.

Glover provided an overview on potential management of the car camping program at the 9th and Hurbert Streets parking lot. Nebel reported that staff has talked with Grace Wins Haven about managing this program.

Allen asked what city the draft documents for the car camping program came from, and Glover noted that they came from various entities, including a city in Washington, Beaverton, Gresham, Medford, Roseburg, and Eugene.

Goebel asked why anyone would sign an agreement to park in the lot when they can park anywhere on the street. Glover noted that they would be parking off the street in an approved area. Nebel added that this is one piece of a puzzle. He added that the intent is to have a more structured situation with a safe place to park in the city. He noted that there would be weekly renewals, and vehicles left unattended would be towed after 72 hours.

Nebel reported that there are now three car camping spaces with no regulations. He stated that the city is providing a port-a-potty, hand cleaning station, and trash receptacle, but that the program is not working. He added that this program would provide an additional level of management that could be performed by Grace Wins Haven.

Nebel reported that this program could be implemented administratively, but that he would like Council feedback. Kaplan noted that it seems reasonable. He asked what happens when there are excess vehicles. Malloy noted that if people agree to this document and rules, extra vehicles would be considered to be trespassing, and the city would have the ability to regulate it.

Hall asked whether Grace Wins Haven would be compensated for oversight of the program. Malloy indicated that there would be compensation, and that if there were violations, the Police Department would investigate. He added that officers have discretion.

Nebel asked whether there was any objection to proceeding with this program. Jacobi noted that she is unsure that Grace Wins Haven could administer the program on weekends due to staffing. It was noted that Grace Wins Haven could utilize TCB Security for checks during weekend days.

Nebel stated that he would like to try the program unless there are serious objections.

Hall indicated that she had no objections, noting that hopefully this will be a process, and a deterrent to people parking on the street.

It was noted that the Parks staff is performing landscaping work around the parking lot, and working on lighting.

Malloy reported that much of the draft camping ordinance is good and defensible, and would help in addressing the problem. He added that the time restrictions are problematic. He noted that currently staff has to pick up and store abandoned items.

Tokos noted that the ordinance could define areas where it is not permissible to camp and why, and that way the dots could be connected between where camping is prohibited and the rationale behind the prohibition.

Nebel asked whether it would be easiest to define areas that are restricted for camping, and include the high-volume busy areas such as Nye Beach, Bayfront, and parks, allowing camping in any spot where parking is legal. He added that there must be reasonable places for people to go, and that any ordinance must include reasonable place, time, and manner regulations.

Malloy noted that the previous ordinance would be helpful, and that staff can revise it and determine locations in which camping is prohibited. He added that the camping ordinance, as presented, has to follow the parking rules. Nebel indicated that the map from the current draft ordinance would be removed, and that only areas where no camping is permitted would be included in the revised ordinance.

Obstruction of Entryway Policy. Nebel reported that one of the challenges with city facilities is people sleeping and storing materials in entryways of these facilities. He stated that this has been problematic for both citizens utilizing city facilities and employees when they come or leave work. He noted that the policy requirements for access and egress are that they be continuously free of obstructions. He added that the policy provides that notice will be posted at entryways, which state those areas must remain clear between the hours of 6 A.M. and 10 P.M., daily. He stated that ground or floor markings would also be provided to show the required clear areas.

Jacobi asked whether this policy could include the Library and Visual Arts Center.

Council had no objections to the administrative policy.

Discussion Regarding Draft Exclusion Ordinance. Nebel reported that the city has an administrative policy that it has utilized when it is necessary to trespass people from various city buildings such as the Library, Recreation Center, City Hall, and other city-controlled locations. He stated that this policy was enacted when repeated problems occur with individuals. He noted that the policy was enacted by City Manager, Jim Voetberg through an e-mail. He added that Allen suggested that the policy be formalized. He suggested that Council consider enacting it as an ordinance.

Allen noted that he wants to ensure this is done appropriately, and an ordinance would be a legally better approach.

Council concurred with drafting an ordinance for this purpose.

Employee Housing Options. Nebel reported that Hawker prepared a memo outlining some of the efforts staff has made in trying to find more permanent, temporary housing for new city employees. He stated that this has affected the city's ability when recruiting people to fill positions that need to move here from outside the area.

Hawker reported that the need for transitional employee housing for newly hired city employees is critical. She stated that there is a desperate shortage of rental units, both in

apartment complexes, townhouse/condo complexes, and single-family houses. She added that some employees have utilized vacation rentals and hotels to bridge the gap between hiring and finding housing that is more permanent.

Hawker reported that some cities own properties for the use of newly hired employees. She stated that most of these communities are similar to Newport in that they are tourist communities. She noted that the City of Lincoln City has had several houses for this use. She added that these houses provide an opportunity for a new employee to begin work without the added pressure of finding immediate housing from scarce resources, and allows them to take time to learn the community and decide where they wish to live.

Hawker reported that the city does not own transitional employee housing, although it was recently made aware of a triplex for sale. The cost of that property was $1.5 million dollars. She stated that staff was also made aware of another triplex for which the listing price is approximately $600,000. She added that if the city ultimately purchased property for use as transitional housing for new employees, a program would have to be developed, and likely, a property management company would need to be retained, as the city does not have the capacity to manage this type of property.

Hawker reported that the city is on the waiting list at Wyndhaven for multiple units. She stated that if one or more of these units becomes available, the city would enter into a lease recognizing that there could be times during which the units are empty, but the city would still footing the bill.

Hawker reported that in either of these two scenarios, new employees would be paying some level of rent depending on the program developed, but potentially based on their salary with the city.

Hawker reported that staff recently found a recreational vehicle that the city could possess. She stated that if this comes to fruition, the mission would be to find an RV park in which to locate it.

Hawker reported that these are some possibilities for transitional employee housing. She stated that staff continues to check out leads, and is researching other potential solutions to this very serious problem.

Nebel reported that he would like to see the city lease three apartments, noting that leasing is a good option to determine whether the process works. He added that the next step would be looking at procedures.

Hall suggested leasing to other community stakeholders if there were long lulls in the use of the units.

Tokos asked how a lull compares to losing a candidate.

Executive Session. MOTION was made by Hall, seconded by Kaplan, to enter executive session pursuant to ORS 192.660(2)(d) to discuss real property transactions. The motion carried unanimously in a voice vote, and Council entered executive session at 5:25 P.M.

ADJOURNMENT

Having no further business for the work session, Council adjourned to executive session at 5:25 P.M.

TO: Spencer Nebel, City Manager

FROM: Peggy Hawker, Special Projects Director

SUBJ: Transitional Employee Housing Update

DATE: June 16, 2022

The need for transitional employee housing for newly hired city employees is critical. There is a desperate shortage of rental units, both in apartment complexes, townhouse/condo complexes, and single-family houses. Some employees have utilized vacation rentals and hotels to bridge the gap between hiring and finding housing that is more permanent.

Some cities own properties for the use of newly hired employees. Most of these communities are similar to Newport in that they are tourist communities. Most notably, the City of Lincoln City has had several houses for this use. These houses provide an opportunity for a new employee to begin work without the added pressure of finding immediate housing from scarce resources, and take time to learn the community and decide where they wish to live.

The City of Newport does not own transitional employee housing, although we were recently made aware of a triplex for sale. The cost of that property was $1.5 million dollars. Staff was also made aware of another triplex for which the listing price is approximately $600,000. If the city ultimately purchased property for use as transitional housing for new employees, a program would have to be developed, and likely, a property management company would need to be retained, as the city does not have the capacity to manage this type of property.

The city is on the waiting list at Wyndhaven for multiple units. If one or more of these units becomes available, the city would enter into a lease recognizing that there could be times during which the units are empty, but the city is still footing the bill.

In either of these two scenario, new employees would be paying some level of rent depending on the program developed, but potentially based on their salary with the city.

Staff recently found a recreational vehicle that the city could possess. If this comes to fruition, the mission would be to find an RV park in which to locate it.

These are some possibilities for transitional employee housing. Staff continues to check out leads, and is researching other potential solutions to this very serious problem.

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: April 01, 2024

Agenda Item: Report Regarding Composition and Appointment of Members to Committee Structure Study Work Group

Background:

At the March 18. 2024 Council Meeting the Council passed Res. No 4012 to establish and committee structure study work group. It was indicated that a report would come back regarding a composition of the work group.

Staff recommends the following composition to the work group.

The Work Group shall consist of an individual representing each of the following stakeholder groups:

Non-department head level committee/workgroup staffer (2)	Jeanne Tejada, Sherri Marineau
Department Head level committee/workgroup staffer (2)	Derrick Tokos, Erik Glover
Current Committee/Work group members (2)	John Updike, and Mike Kloeck
Elected Official (1)	As appointed by Council

Volunteers from the City Council can be solicited to serve for the duration of this assignment.

Recommended Action:

I recommend that the City Council consider the following motion:

I move to appoint the following stakeholders to the Committee Structure Study Work Group **Jeanne Tejada, Sherri Marineau, Derrick Tokos, Erik Glover, John Updike, and Mike Kloeck.**

Second motion:

I move to appoint _____ (Elected Official Category), to the Committee Structure Study Work Group.

Fiscal Effects:
None

Alternatives:
Do not make the appointments, or as suggested by the City Council

Respectfully submitted,

Erik Glover Assistant City Manager/City Recorder on behalf of:

Spencer R. Nebel, City Manager

CITY OF NEWPORT

RESOLUTION NO. 4012

RESOLUTION ESTABLISHING A COMMITTEE STRUCTURE STUDY WORK GROUP

WHEREAS, City leadership is constantly reviewing how to serve the public more efficiently, and effectively, and there has not been a comprehensive assessment of this important City support system; and

WHEREAS, it is important for the City to determine how to align our committees/work groups with the city's organizational structure, how to streamline those opportunities for community input and engagement, and also how to increase efficiency and impact for both the committee members as well as supporting staff members; and

WHEREAS, Staff presented a report on committees/workgroups convened in Newport, as compared to entities of comparable population size, and scope around the State of Oregon. In short, the report determined that the comparable market average is 8 committees, Newport has 21, between committees, taskforces, and workgroups; and

WHEREAS, it is important to create a structure in which volunteers and citizens effectively engage in order to address changing needs, to make effective use of volunteer time and energy, and to ensure suitable staff resources are deployed to most effectively empower the committees; and

WHEREAS, to ensure that the structure furthers the City goal to actively seek employees and volunteers from diverse backgrounds and they have the ability to serve, and to create a structure that is fluid enough to be both reactive and proactive depending on the issue.

THE CITY OF NEWPORT RESOLVES AS FOLLOWS:

Section 1. **Committee Structure Study Workgroup Established**. There is hereby established a Committee Structure Study Work Group. The Work Group shall consist of an individual representing each of the following stakeholder groups:

Non-department head level committee/workgroup staffer (2)
Department Head level committee/workgroup staffer (2)
Current Committee/Work group members (2)
Elected Official (1)

Section 2. **Work Group Responsibilities**. The Work Group shall have the following powers, duties, and functions:

A. Work with stakeholders to review and recommend possibly structural and operational improvements to the committees and work group structure to ensure that the community is provided with a broad array of accessible ways to participate in policy discussions, that the City has sufficient resources to support those initiatives, and to give Council and committee members a clear path for connecting community ideas and input to Council policy decisions.

B. Work group shall complete the task of performing a comprehensive analysis of the City's work group and committee structure, and shall provide a report to the City Council on suggested modifications, if any, following the completion of the work program.

Section 3. **Administrative Support**. City staff shall perform administrative functions for the Work Group.

Section 4. **Meeting Schedule and Duration**. The 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 90 days/three months after commencement of the workgroup activities, and provide the final report at the next regularly scheduled City Council meeting.

Section 5. **Effective Date**. This resolution shall be effective immediately upon passage.

Adopted by the City Council of the City of Newport on March 18, 2024.

Jan Kaplan, Mayor

ATTEST:

Erik Glover, Assistant City Manager/City Recorder

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: April 1, 2024

Agenda Item:
Approval of Amendment No. 1 to Consultant Record Agreements Dated April 9, 2021, for Civil West Engineering, Inc., Century West Engineering, Inc., Foundation Engineering, Inc., Harper Houf Peterson Righellis, Inc. (HHPR), The Automation Group (TAG), and Water Systems Consulting, Inc.

Background:
The City has entered into consultant record agreements that allow for the procurement of various engineering and architectural services from the above listed consultants. These agreements were entered into April 9, 2021 and expire on April 9, 2024 unless extended. These agreements allow for two one-year extensions after the initial three-year term. Acting City Engineer, Chris Beatty, and I recommend that the Local Contract Review Board extend these agreements for an additional one year period.

Recommendation:
I recommend the City Council, acting as the Local Contract Review Board, consider the following motion:

I move to extend the consultants of record agreements for Century West Engineering, Inc., Civil West Engineering, Foundation Engineering, Inc., Harper Houf Peterson Righellis, Inc. (HHPR), The Automation Group (TAG), and Water Systems Consulting, Inc., for an additional year expiring April 9, 2025, subject to the amendment approvals by the City Attorney.

Fiscal Effects:
None directly by extending the agreements. The consultants of record will expedite the City's efforts to use consulting services on certain projects.

Alternatives:
None recommended.

Respectfully submitted,

Spencer Nebel
City Manager

STAFF REPORT
CITY COUNCIL AGENDA ITEM

Date: April 1, 2024

Title: Approval of Amendment No.1 to Consultant of Record (COR) Agreements dated 4/9/21 and expiring 4/9/24.

Prepared by: Chris Beatty, PE, Acting City Engineer

Recommended Motion:

Approve Amendment No.1 to Consultant of Record Agreements dated 4/9/2021 for one-year extension to 4/9/2025 subject to amendment approval by the City Attorney.

COR List for April 2024 Extension
Century West Engineering, Inc
Civil West Engineering
Foundation Engineering, Inc
Harper Houf Peterson Righellis Inc. (HHPR)
The Automation Group (TAG)

COR List of Non-Extended Firms
GLAS Architects LLC
HBH Consulting Engineers
HDR Engineering Inc (contract not associated with Big Creek Dam)
Keller Associates Engineering Inc
Miller Consulting Engineers Inc

Background Information:

Consultant of Record (COR) Agreements date 4/9/21 are expiring in April. Engineering would like to defer going out for new proposals until the department is fully staffed. Some of the COR agreements have open task orders, other consultants have produced quality work and will be a valuable asset should project come up in the next twelve months that are suitable for their areas of expertise.

Three consulting firms had contracts signed in June rather than April. Those contracts will not be considered for extension until June 2024.

Consultant of Record Agreements not being extended are due to a lack of activity on the original contract.

Fiscal Notes:

Open task orders have already been approved and financed at the time of initiation and Approval.

Alternatives:

None.

Attachments:

Amendment in form will be written by David Allen, City Attorney.
COR Agreements dated 4/9/21 for those being extended.

The City of Newport Public Works
169 S.W. Coast Highway
Newport, OR 97365

Coast Guard City, U.S.A.

phone: 541.574.3366
fax: 541.265.3301
www.newportoregon.gov

Home Port of NOAA Pacific Fleet

February 10, 2021

Century West Engineering, Inc.
ATTN: Matt MacRostie
5500 Meadows Road, Suite 250
Lake Oswego, OR 97035

RE: Request for Proposals: Civil Engineering, Geotechnical, Architecture and Other Related Professional Services

Dear Mr. MacRostie:

Thank you for spending your time and resources preparing your proposal in response to the *CIVIL ENGINEERING, GEOTECHNICAL, STRUCTURAL, ARCHITECTURE, AND OTHER RELATED PROFESSIONAL SERVICES* with the City of Newport. Please accept my apologies for the long period of time it took for the City to come to this decision. It has been an exceptionally busy season and our staff has been working at maximum capacity. I am pleased to inform you that the City has selected your firm to enter into a consultant of record agreement with the City.

The City has selected 13 firms that provide the best qualifications in a variety of civil, geotechnical, and architectural professional services to meet the needs of the City of Newport. These firms include the following:

Civil
Century West
Harper Houf Peterson Righellis, Inc.
Water Systems Consulting, Inc
Brown & Caldwell
HDR, Inc
HBH Consulting Engineers
Keller Associates
Civil West

Water/Wastewater
Stantec

Integration
The Automation Group

Structural
Miller Consulting Engineers

Geotechnical
Foundation Engineering

Architecture
GLAS Architects, LLC

Thank you again for your time and patience.

Sincerely,

Chris Janigo, PE, Acting City Engineer
c.janigo@newportoregon.gov
P| 541-574-3376; F| 541-265-3301
Attachment: Consultant of Record Agreement

CONSULTANT OF RECORD PROFESSIONAL SERVICES AGREEMENT
Civil Engineering Services

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and Century West Engineering, Inc, an Oregon corporation, which is registered to practice Civil Engineering in the State of Oregon (Consultant).

RECITALS

A. Pursuant to City Rule 137-048-0220, the City of Newport (City) solicited proposals for professional Consulting services to assist the City in Civil Engineering, Geotechnical, Architecture and Other Related Professional Services.

B. After reviewing all proposals, the City has selected Century West Engineering, Inc. (Consultant) as a Consultant of Record to provide the proposed services.

C. Consultant is willing and qualified to perform such services.

TERMS OF AGREEMENT

1. Consultant's Scope of Services

Consultant shall perform professional Consulting services related to Civil Engineering. The City is free to utilize other Consultants or consultants as it deems appropriate.

2. Effective Date and Duration

This agreement is effective on execution by both parties and shall expire, unless otherwise terminated or extended, after three years. The parties may extend the term by mutual agreement.

3. Consultant's Fee and Schedules

A. Fee

Fees for services under this Agreement shall be based on time and materials and pursuant to the rates shown in Exhibit A. Consultant may increase the rates shown in Exhibit A on an annual basis, subject to the written approval of the City. Consultant will alert the City when Consultant is increasing its fees. Consultant will bill for progress payments on a monthly basis. In order to determine the maximum monetary limit for each task, Consultant will submit a schedule and a labor hour estimate based on the rates shown in Exhibit A. Consultant will invoice monthly progress payments based on actual time worked on the project. The maximum monetary limit will not be exceeded without prior written approval by the City. Projects partially completed may be paid for in proportion to the degree of completion.

Consultant will be reimbursed for direct charges such as the cost of printing, postage, delivery services, and subconsultant fees. Unless specifically noted in the Task Order, direct charges will be billed at cost without any markup. Office expenses such as computer cost, telephone calls, and

overhead expenses are incidental and are included in the hourly rates shown in Exhibit A.

B. Payment Schedule for Basic Fee

Payments shall be made within 30 days of receipt of monthly billings based on the work completed. Payment by the City shall release the City from any further obligation for payment to the Consultant for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

C. Payment for Contingency Tasks

When agreed to in writing by the City, the Consultant shall provide services described as Contingency Tasks in a Task Order.

D. Certified Cost Records

Consultant shall furnish certified cost records for all billings to substantiate all charges. Consultant's accounts shall be subject to audit by the City. Consultant shall submit billings in a form satisfactory to the City. At a minimum, each billing shall identify the Task Order under such work is performed, work completed during the billing period, percentage of work completed to date, and percentage of budget used to date for each task.

E. Identification

Consultant shall furnish to the City its employer identification number.

F. Payment – General

1) Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

2) Consultant shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime. Any subcontractors utilized by Consultant under this Agreement will be paid according to the then prevailing wage.

3) Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

4) Consultant shall make payments promptly, as due, to all persons supplying services or materials for work covered under this contract. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on any account of any service or materials furnished.

5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Consultant, sub-consultant or subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due to the Consultant. The payment of the claim in this manner shall not relieve Consultant or its surety from obligation with respect to any unpaid claims.

G. Schedule

Consultant shall provide services under this Agreement in accordance with the Project Schedule.

4. Ownership of Plans and Documents: Records; Confidentiality

A. Definitions. As used in this Agreement, the following terms have the meanings set forth below:

1) Consultant Intellectual Property means any intellectual property owned by Consultant and developed independently from this Agreement that is applicable to the Services or included in the Work Product.

2) Third Party Intellectual Property means any intellectual property owned by parties other than City or Consultant that is applicable to the Services or included in the Work Product.

3) Work Product means the Services Consultant delivers or is required to deliver to City under this Agreement. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

B. Work Product

1) Except as provided elsewhere in this Agreement, all Work Product created by Consultant pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of City. City and Consultant agree that such original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. To the extent that City is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's

reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in City. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

2) In the event Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of City to authorize contractors, Consultants and others to use Consultant Intellectual Property, for the purposes described in this Agreement.

3) In the event Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on City's behalf and in the name of City, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of City to authorize contractors, Consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.

4) In the event Work Product created by Consultant under this Agreement is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of City to authorize contractors, Consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Agreement.

5) In the event Work Product created by Consultant under this Agreement is a derivative work based on Third Party Intellectual Property, or a compilation that includes Third Party Intellectual Property, Consultant shall secure on City's behalf and in the name of City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property, including the right to authorize contractors, Consultants and others to use the pre-existing elements of the Third Party Intellectual Property, for the purposes described in this Agreement.

6) To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, Consultant shall be indemnified and held harmless by City from liability arising out of re-use or alteration of the Work Product by City which was not specifically contemplated and agreed to by the Parties in this Agreement.

7) Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

C. Confidential Information

1) Consultant acknowledges that it or its employees, Sub-Consultants, subcontractors or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is the confidential information of City or City's residents. Any and all information provided by City and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-Consultants, subcontractors or agents in the performance of this Agreement shall be deemed to be confidential information of City ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that City designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by City to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (d) is obtained from a source other than City without the obligation of confidentiality; (e) is disclosed with the written consent of City; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information; or (g) is required to be disclosed by law, subpoena, or other court order.

2) Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to City under this Agreement, and to advise each of its employees, Sub-Consultants, subcontractors and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise City immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of City or Consultant against any such person. Consultant agrees that, except as directed by City, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement, and that upon termination of this Agreement or at City's request, Consultant will turn over to City all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

3) Consultant acknowledges that breach of this Section 4, including disclosure of any

Confidential Information, will give rise to irreparable injury to City that is inadequately compensable in damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of this Section 4, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of City and are reasonable in scope and content.

5. Assignment/Delegation

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other. If City agrees to assignment of tasks to a subcontractor, Consultant shall be fully responsible for the acts or omissions of any subcontractors. Any approval of a subcontractor does not create a contractual relationship between the subcontractor and City.

6. Consultant is Independent Contractor

A. The City's project director, or designee, shall be responsible for determining whether Consultant's work product is satisfactory and consistent with this Agreement, but Consultant is not subject to the direction and control of the City. Consultant shall be an independent contractor for all purposes and shall not be entitled to compensation other than the compensation provided for under Section 3 of this Agreement. The City's acceptance of the work product as satisfactory does not relieve the Consultant from responsibility for any errors in the work product.

B. Consultant is an independent contractor and not an employee of City. Consultant acknowledges Consultant's status as an independent contractor and acknowledges that Consultant is not an employee of the City for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Consultant to provide services under this Agreement are employees of Consultant and not of City. Consultant acknowledges that it is not entitled to benefits of any kind to which a City employee is entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of the Agreement, to the full extent of any benefits or other remuneration Consultant receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make as a result of the finding.

C. The Consultant represents that no employee of the City or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

D. Consultant and its employees, if any, are not active members of the Oregon Public Employees Retirement System.

E. Consultant certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

F. Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. Indemnity

A. The City has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Agreement. Consultant represents to the City that the work under this Agreement will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the Civil Engineering profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of an Consultant's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Consultant of any responsibility for design deficiencies, errors or omissions.

B. Consultant shall defend, hold harmless and indemnify the City, its officers, agents, and employees from all claims, suits, or actions to the extent caused by the alleged negligent or otherwise wrongful acts or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees under this Agreement. This indemnification does not extend to indemnification for negligent or otherwise wrongful acts or omissions of the City. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

C. Consultant shall save and hold harmless the City, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, to the extent caused by the professional negligent acts, errors or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees in performance of professional services under this Agreement. Any design work by Consultant that results in a design of a facility that does not comply with applicable laws including accessibility for persons with disabilities shall be considered a professionally negligent act, error or omission.

D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Consultant, regardless of the type of claim made against the City. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Consultant unrelated to the quality of professional services provided by Consultant.

8. Insurance

Consultant and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement as detailed in this section. The insurance shall cover all risks arising

directly or indirectly out of Consultant's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Consultant and its subcontractors shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form with policy limits of at least per occurrence. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement in an amount of $2,000,000.

B. Professional Liability

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall not be less than $1,300,000, or the equivalent. Annual aggregate limit shall not be less than $2,000,000 and filed on a "claims-made" form.

C. Commercial Automobile Insurance

Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than $1,300,000.

D. Workers' Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage.

E. Additional Insured Provision

The Commercial General Liability Insurance Policy shall include the City its officers, directors, and employees as additional insureds with respect to this Agreement. Coverage will be endorsed to provide a per project aggregate.

F. Extended Reporting Coverage

If any of the liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this Agreement to a duration of 24 months or the maximum time period the Consultant's insurer will provide if less than 24 months. Consultant will be responsible for furnishing certification of Extended Reporting coverage as described or

continuous "claims made" liability coverage for 24 months following Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this Agreement. Coverage will be endorsed to provide a per project aggregate.

G. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days' written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days' notice of cancellation provision shall be physically endorsed on to the policy.

H. Insurance Carrier Rating

Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

I. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Consultant shall furnish a Certificate of Insurance to the City. No Agreement shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the address below ten days prior to coverage expiration.

J. Primary Coverage Clarification

The parties agree that Consultant's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Copy of Policy or Certificate of Insurance

A cross-liability clause or separation of insureds clause will be included in the general liability policy required by this Agreement. Consultant shall furnish City with at least 30-days written notice of cancellation of, or any modification to, the required insurance coverages. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Chris Janigo, PE
Acting City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365

Thirty days' cancellation notice shall be provided City by certified mail to the name at the address

listed above in event of cancellation or non-renewal of the insurance. The procuring of the required insurance shall not be construed to limit Consultant's liability under this agreement. The insurance does not relieve Consultant's obligation for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

9. Termination Without Cause

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Consultant. If City terminates the Agreement pursuant to this section, Consultant shall be entitled to payment for services provided prior to the termination date.

10. Termination with Cause

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

1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.

2) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

3) If any license or certificate required by law or regulation to be held by Consultant, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

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

B. City, by written notice of default (including breach of Agreement) to Consultant, may terminate this Agreement:

1) If Consultant fails to provide services called for by this Agreement within the time specified, or

2) If Consultant fails to perform any of the other provisions of this Agreement, or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten days or such other period as City may authorize.

C. If City terminates this Agreement, it shall pay Consultant for all undisputed invoices tendered for services provided prior to the date of termination.

D. Damages for breach of Agreement shall be those allowed by Oregon law, reasonable and

necessary attorney fees, and other costs of litigation at trial and upon appeal.

11. Non-Waiver

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

12. Notice

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

IF TO CITY OF NEWPORT

Chris Janigo, PE
Interim City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365
541-574-3366
c.janigo@newportoregon.gov

IF TO CONSULTANT:

Matt MacRostie
Vice President
Century West
5500 Meadows Road, Suite 250
Lake Oswego, OR 97035
503-419-2134
mmacrostie@centurywest.com

The date of deposit in the mail shall be the notice date for first class mail. All other notices, bills and payments shall be effective at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

13. Merger

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

14. Force Majeure

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

15. Non-Discrimination

Consultant agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations. By way of example only, Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

16. Errors

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

17. Extra Work

Extra work or work on Contingency Tasks is not authorized unless the City authorizes the additional or contingency work in writing. Failure of Consultant to secure written authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to unauthorized extra work and Consultant shall be entitled to no compensation for the performance of any extra work not authorized in writing.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. Any action or suits involving any question arising under this Agreement 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.

19. Compliance with Applicable Law

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement, including but not limited to those set forth in ORS 279A, 279B and 279C. While all required contractual provisions are included in Exhibit B, Consultant shall be familiar with and responsible for compliance with all other applicable provisions of the Oregon Public Contracting Code.

20. Conflict Between Terms

This document shall control in the event of any conflict in terms between this document and the RFP and/or proposal.

21. Access to Records

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

22. Audit

Consultant shall maintain records to assure conformance with the terms and conditions of this

Agreement, and to assure adequate performance and accurate expenditures within the Agreement period. Consultant agrees to permit City or its duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

23. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.

24. Industrial Accident Fund Payment

Consultant shall pay all contributions or amount due the Industrial Accident Fund that Consultant or subcontractors incur during the performance of this Agreement.

25. Arbitration

All claims, disputes, and other matters in question between the City and Consultant arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with the Oregon Uniform Arbitration Act, ORS 36.600, et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Lincoln County Circuit Court will establish rules to govern the arbitration.

A claim by Consultant arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the City Board at the Board's next regularly scheduled meeting. At that meeting the Board will render a written decision approving or denying the claim. If the claim is denied by the Board, the Consultant may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the City Board has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Board's decision being binding upon the City and Consultant.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement, subject to applicable statutes of limitation, except as set forth above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Consultant to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

26. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Consultant agrees to pay City's attorney fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party

27. Complete Agreement

This Agreement and any exhibit(s) hereto and any and all Task Orders executed by the parties constitute the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Any waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. In the event of a conflict between the documents comprising this Agreement, interpretation shall occur in the following manner: 1) each individual Task Order; 2) this Agreement and any exhibits hereto; and 3) the RFP and Response. The following exhibits are attached to and incorporated into this Agreement:

A. Exhibit A – Consultant's Fee Schedule

B. Exhibit B – Oregon Public Contracting Code/required contractual provisions

C. Exhibit C – Consultant of Record RFP and Consultant's Proposal

28. Miscellaneous

A. Consultant agrees that news releases and other publicity relating to the subject of this Agreement will be made only with the prior written consent of City.

B. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of City when using, having access to, or creating systems for any of City's computers, data, systems, personnel, or other information resources.

C. Consultant will include in all contracts with subcontractors appropriate provisions as required by ORS 279C.580.

D. Consultant will comply with environmental and natural resources regulations as set forth in ORS 279B.225 and regulations relating to the salvaging, recycling, composting or mulching yard waste material, and salvage and recycling of construction and demolition debris as

E. set forth in ORS 279B.225 and 279C.510.

By their signatures hereunder, the parties acknowledge they have read and understand this Agreement and agree to be bound by its terms. This Agreement is effective on the date last signed below by a party below:

CITY OF NEWPORT:

Spencer R. Nebel, City Manager

Date: 04-09-21

Century West Engineering, Inc.:

By: _____

Its: PRESIDENT

Date: 3/4/2021

EXHIBIT A
CONSULTANT'S FEE SCHEDULE

EXHIBIT B
Oregon Public Contracting Requirements
ORS CHAPTERS 279B AND 279C REQUIREMENTS

(1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1); 279C.505(1)(a)

(2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2); 279C.505(1)(b)

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3); 279C.505(1)(c)

(4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279B.220(4); 279C.505(1)(d)

(5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid. ORS 279C.515

(6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1); 279C.530(1)

(7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2); 279C.530(2)

(8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3); 279C.520(3)

(9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2); 279C.520(2)

(10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430

(11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

(12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

(13) Contractor certifies that it has not discriminated against minorities, women, service-disabled veterans, or emerging small business or disadvantaged business enterprises in obtaining any required subcontractors. ORS 279A.110

(14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds $10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120

EXHIBIT C

Consultant of Record RFP and Consultant's Proposal

CONSULTANT OF RECORD PROFESSIONAL SERVICES AGREEMENT
Civil Engineering Services

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and Civil West Engineering Services, an Oregon corporation, which is registered to practice Civil Engineering in the State of Oregon (Consultant).

RECITALS

A. Pursuant to City Rule 137-048-0220, the City of Newport (City) solicited proposals for professional Consulting services to assist the City in Civil Engineering, Geotechnical, Architecture and Other Related Professional Services.

B. After reviewing all proposals, the City has selected Civil West Engineering Services, Inc. (Consultant) as a Consultant of Record to provide the proposed services.

C. Consultant is willing and qualified to perform such services.

TERMS OF AGREEMENT

1. Consultant's Scope of Services

Consultant shall perform professional Consulting services related to Civil Engineering. The City is free to utilize other Consultants or consultants as it deems appropriate.

2. Effective Date and Duration

This agreement is effective on execution by both parties and shall expire, unless otherwise terminated or extended, after three years. The parties may extend the term by mutual agreement.

3. Consultant's Fee and Schedules

A. Fee

Fees for services under this Agreement shall be based on time and materials and pursuant to the rates shown in Exhibit A. Consultant may increase the rates shown in Exhibit A on an annual basis, subject to the written approval of the City. Consultant will alert the City when Consultant is increasing its fees. Consultant will bill for progress payments on a monthly basis. In order to determine the maximum monetary limit for each task, Consultant will submit a schedule and a labor hour estimate based on the rates shown in Exhibit A. Consultant will invoice monthly progress payments based on actual time worked on the project. The maximum monetary limit will not be exceeded without prior written approval by the City. Projects partially completed may be paid for in proportion to the degree of completion.

Consultant will be reimbursed for direct charges such as the cost of printing, postage, delivery services, and subconsultant fees. Unless specifically noted in the Task Order, direct charges will be billed at cost without any markup. Office expenses such as computer cost, telephone calls, and

overhead expenses are incidental and are included in the hourly rates shown in Exhibit A.

B. Payment Schedule for Basic Fee

Payments shall be made within 30 days of receipt of monthly billings based on the work completed. Payment by the City shall release the City from any further obligation for payment to the Consultant for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

C. Payment for Contingency Tasks

When agreed to in writing by the City, the Consultant shall provide services described as Contingency Tasks in a Task Order.

D. Certified Cost Records

Consultant shall furnish certified cost records for all billings to substantiate all charges. Consultant's accounts shall be subject to audit by the City. Consultant shall submit billings in a form satisfactory to the City. At a minimum, each billing shall identify the Task Order under such work is performed, work completed during the billing period, percentage of work completed to date, and percentage of budget used to date for each task.

E. Identification

Consultant shall furnish to the City its employer identification number.

F. Payment – General

1) Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

2) Consultant shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime. Any subcontractors utilized by Consultant under this Agreement will be paid according to the then prevailing wage.

3) Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

4) Consultant shall make payments promptly, as due, to all persons supplying services or materials for work covered under this contract. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on any account of any service or materials furnished.

5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Consultant, sub-consultant or subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due to the Consultant. The payment of the claim in this manner shall not relieve Consultant or its surety from obligation with respect to any unpaid claims.

G. Schedule

Consultant shall provide services under this Agreement in accordance with the Project Schedule.

4. Ownership of Plans and Documents: Records; Confidentiality

A. Definitions. As used in this Agreement, the following terms have the meanings set forth below:

1) Consultant Intellectual Property means any intellectual property owned by Consultant and developed independently from this Agreement that is applicable to the Services or included in the Work Product.

2) Third Party Intellectual Property means any intellectual property owned by parties other than City or Consultant that is applicable to the Services or included in the Work Product.

3) Work Product means the Services Consultant delivers or is required to deliver to City under this Agreement. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

B. Work Product

1) Except as provided elsewhere in this Agreement, all Work Product created by Consultant pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of City. City and Consultant agree that such original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. To the extent that City is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's

reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in City. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

2) In the event Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of City to authorize contractors, Consultants and others to use Consultant Intellectual Property, for the purposes described in this Agreement.

3) In the event Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on City's behalf and in the name of City, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of City to authorize contractors, Consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.

4) In the event Work Product created by Consultant under this Agreement is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of City to authorize contractors, Consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Agreement.

5) In the event Work Product created by Consultant under this Agreement is a derivative work based on Third Party Intellectual Property, or a compilation that includes Third Party Intellectual Property, Consultant shall secure on City's behalf and in the name of City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property, including the right to authorize contractors, Consultants and others to use the pre-existing elements of the Third Party Intellectual Property, for the purposes described in this Agreement.

6) To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, Consultant shall be indemnified and held harmless by City from liability arising out of re-use or alteration of the Work Product by City which was not specifically contemplated and agreed to by the Parties in this Agreement.

7) Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

C. Confidential Information

1) Consultant acknowledges that it or its employees, Sub-Consultants, subcontractors or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is the confidential information of City or City's residents. Any and all information provided by City and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-Consultants, subcontractors or agents in the performance of this Agreement shall be deemed to be confidential information of City ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that City designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by City to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (d) is obtained from a source other than City without the obligation of confidentiality; (e) is disclosed with the written consent of City; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information; or (g) is required to be disclosed by law, subpoena, or other court order.

2) Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to City under this Agreement, and to advise each of its employees, Sub-Consultants, subcontractors and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise City immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of City or Consultant against any such person. Consultant agrees that, except as directed by City, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement, and that upon termination of this Agreement or at City's request, Consultant will turn over to City all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

3) Consultant acknowledges that breach of this Section 4, including disclosure of any

Confidential Information, will give rise to irreparable injury to City that is inadequately compensable in damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of this Section 4, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of City and are reasonable in scope and content.

5. Assignment/Delegation

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other. If City agrees to assignment of tasks to a subcontractor, Consultant shall be fully responsible for the acts or omissions of any subcontractors. Any approval of a subcontractor does not create a contractual relationship between the subcontractor and City.

6. Consultant is Independent Contractor

A. The City's project director, or designee, shall be responsible for determining whether Consultant's work product is satisfactory and consistent with this Agreement, but Consultant is not subject to the direction and control of the City. Consultant shall be an independent contractor for all purposes and shall not be entitled to compensation other than the compensation provided for under Section 3 of this Agreement. The City's acceptance of the work product as satisfactory does not relieve the Consultant from responsibility for any errors in the work product.

B. Consultant is an independent contractor and not an employee of City. Consultant acknowledges Consultant's status as an independent contractor and acknowledges that Consultant is not an employee of the City for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Consultant to provide services under this Agreement are employees of Consultant and not of City. Consultant acknowledges that it is not entitled to benefits of any kind to which a City employee is entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of the Agreement, to the full extent of any benefits or other remuneration Consultant receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make as a result of the finding.

C. The Consultant represents that no employee of the City or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

D. Consultant and its employees, if any, are not active members of the Oregon Public Employees Retirement System.

E. Consultant certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

F. Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. Indemnity

A. The City has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Agreement. Consultant represents to the City that the work under this Agreement will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the Civil Engineering profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of an Consultant's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Consultant of any responsibility for design deficiencies, errors or omissions.

B. Consultant shall defend, hold harmless and indemnify the City, its officers, agents, and employees from all claims, suits, or actions to the extent caused by the alleged negligent or otherwise wrongful acts or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees under this Agreement. This indemnification does not extend to indemnification for negligent or otherwise wrongful acts or omissions of the City. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

C. Consultant shall save and hold harmless the City, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, to the extent caused by the professional negligent acts, errors or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees in performance of professional services under this Agreement. Any design work by Consultant that results in a design of a facility that does not comply with applicable laws including accessibility for persons with disabilities shall be considered a professionally negligent act, error or omission.

D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Consultant, regardless of the type of claim made against the City. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Consultant unrelated to the quality of professional services provided by Consultant.

8. Insurance

Consultant and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement as detailed in this section. The insurance shall cover all risks arising

directly or indirectly out of Consultant's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Consultant and its subcontractors shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form with policy limits of at least per occurrence. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement in an amount of $2,000,000.

B. Professional Liability

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall not be less than $1,300,000, or the equivalent. Annual aggregate limit shall not be less than $2,000,000 and filed on a "claims-made" form.

C. Commercial Automobile Insurance

Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than $1,300,000.

D. Workers' Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage.

E. Additional Insured Provision

The Commercial General Liability Insurance Policy shall include the City its officers, directors, and employees as additional insureds with respect to this Agreement. Coverage will be endorsed to provide a per project aggregate.

F. Extended Reporting Coverage

If any of the liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this Agreement to a duration of 24 months or the maximum time period the Consultant's insurer will provide if less than 24 months. Consultant will be responsible for furnishing certification of Extended Reporting coverage as described or

continuous "claims made" liability coverage for 24 months following Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this Agreement. Coverage will be endorsed to provide a per project aggregate.

G. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days' written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days' notice of cancellation provision shall be physically endorsed on to the policy.

H. Insurance Carrier Rating

Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

I. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Consultant shall furnish a Certificate of Insurance to the City. No Agreement shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the address below ten days prior to coverage expiration.

J. Primary Coverage Clarification

The parties agree that Consultant's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Copy of Policy or Certificate of Insurance

A cross-liability clause or separation of insureds clause will be included in the general liability policy required by this Agreement. Consultant shall furnish City with at least 30-days written notice of cancellation of, or any modification to, the required insurance coverages. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Chris Janigo, PE
Acting City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365

Thirty days' cancellation notice shall be provided City by certified mail to the name at the address

listed above in event of cancellation or non-renewal of the insurance. The procuring of the required insurance shall not be construed to limit Consultant's liability under this agreement. The insurance does not relieve Consultant's obligation for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

9. Termination Without Cause

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Consultant. If City terminates the Agreement pursuant to this section, Consultant shall be entitled to payment for services provided prior to the termination date.

10. Termination with Cause

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

1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.

2) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

3) If any license or certificate required by law or regulation to be held by Consultant, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

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

B. City, by written notice of default (including breach of Agreement) to Consultant, may terminate this Agreement:

1) If Consultant fails to provide services called for by this Agreement within the time specified, or

2) If Consultant fails to perform any of the other provisions of this Agreement, or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten days or such other period as City may authorize.

C. If City terminates this Agreement, it shall pay Consultant for all undisputed invoices tendered for services provided prior to the date of termination.

D. Damages for breach of Agreement shall be those allowed by Oregon law, reasonable and

necessary attorney fees, and other costs of litigation at trial and upon appeal.

11. Non-Waiver

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

12. Notice

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

IF TO CITY OF NEWPORT

Chris Janigo, PE
Interim City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365
541-574-3366
c.janigo@newportoregon.gov

IF TO CONSULTANT:

Timothy Gross
Senior Project Manager
Civil West
609 SW Hurbert Street
Newport, OR 97365
541-982-4240
tgross@civilwest.net

The date of deposit in the mail shall be the notice date for first class mail. All other notices, bills and payments shall be effective at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

13. Merger

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

14. Force Majeure

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

15. Non-Discrimination

Consultant agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations. By way of example only, Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

16. Errors

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

17. Extra Work

Extra work or work on Contingency Tasks is not authorized unless the City authorizes the additional or contingency work in writing. Failure of Consultant to secure written authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to unauthorized extra work and Consultant shall be entitled to no compensation for the performance of any extra work not authorized in writing.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. Any action or suits involving any question arising under this Agreement 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.

19. Compliance with Applicable Law

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement, including but not limited to those set forth in ORS 279A, 279B and 279C. While all required contractual provisions are included in Exhibit B, Consultant shall be familiar with and responsible for compliance with all other applicable provisions of the Oregon Public Contracting Code.

20. Conflict Between Terms

This document shall control in the event of any conflict in terms between this document and the RFP and/or proposal.

21. Access to Records

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

22. Audit

Consultant shall maintain records to assure conformance with the terms and conditions of this

Agreement, and to assure adequate performance and accurate expenditures within the Agreement period. Consultant agrees to permit City or its duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

23. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.

24. Industrial Accident Fund Payment

Consultant shall pay all contributions or amount due the Industrial Accident Fund that Consultant or subcontractors incur during the performance of this Agreement.

25. Arbitration

All claims, disputes, and other matters in question between the City and Consultant arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with the Oregon Uniform Arbitration Act, ORS 36.600, et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Lincoln County Circuit Court will establish rules to govern the arbitration.

A claim by Consultant arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the City Board at the Board's next regularly scheduled meeting. At that meeting the Board will render a written decision approving or denying the claim. If the claim is denied by the Board, the Consultant may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the City Board has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Board's decision being binding upon the City and Consultant.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement, subject to applicable statutes of limitation, except as set forth above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Consultant to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

26. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Consultant agrees to pay City's attorney fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party

27. Complete Agreement

This Agreement and any exhibit(s) hereto and any and all Task Orders executed by the parties constitute the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Any waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. In the event of a conflict between the documents comprising this Agreement, interpretation shall occur in the following manner: 1) each individual Task Order; 2) this Agreement and any exhibits hereto; and 3) the RFP and Response. The following exhibits are attached to and incorporated into this Agreement:

A. Exhibit A – Consultant's Fee Schedule

B. Exhibit B – Oregon Public Contracting Code/required contractual provisions

C. Exhibit C – Consultant of Record RFP and Consultant's Proposal

28. Miscellaneous

A. Consultant agrees that news releases and other publicity relating to the subject of this Agreement will be made only with the prior written consent of City.

B. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of City when using, having access to, or creating systems for any of City's computers, data, systems, personnel, or other information resources.

C. Consultant will include in all contracts with subcontractors appropriate provisions as required by ORS 279C.580.

D. Consultant will comply with environmental and natural resources regulations as set forth in ORS 279B.225 and regulations relating to the salvaging, recycling, composting or mulching yard waste material, and salvage and recycling of construction and demolition debris as set forth in ORS 279B.225 and 279C.510.

By their signatures hereunder, the parties acknowledge they have read and understand this Agreement and agree to be bound by its terms. This Agreement is effective on the date last signed below by a party below:

CITY OF NEWPORT:

Spencer Nebel, City Manager

Date: 04/09/21

CIVIL WEST ENGINEERING SERVICES, INC.:

By:

Its: KEVEN SHREEVE, PRINCIPAL

Date: 2/19/2021

EXHIBIT A
CONSULTANT'S FEE SCHEDULE

Civil West Engineering Services, Inc.

Civil West Engineering Services, Inc. - 2021 Class B Rate Schedule	
STAFF/ITEM	BILLING RATE
ENGINEERING	
Principal Engineer	$165
Project Manager	$150
Senior Project Engineer	$145
Project Engineer	$134
Engineering Technician	$114
Staff Engineer	$84
Inspector 1	TBD
Inspector 2	$134
Inspector 3	$114
Engineering Intern	$50
Clerical	$52
Surveying	
Senior Surveyor (PLS)	$150
Senior Survey Technician	$120
Survey Technician	$103
1-person Survey Crew	$160
2-person Survey Crew	$188
3-person Survey Crew	$225
REIMBURSABLES	
Mileage - or current IRS Rate	$0.575
Lodging, meals as required for travel	Cost
Reproduction, Printing, Etc.	Cost plus 10%
Subconsultants	Cost plus 10%
* Scoped Support Services Approved Travel Budgets Will be Developed and Approved by Client Using Standard Billing Rates.	

EXHIBIT B
Oregon Public Contracting Requirements
ORS CHAPTERS 279B AND 279C REQUIREMENTS

(1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1); 279C.505(1)(a)

(2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2); 279C.505(1)(b)

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3); 279C.505(1)(c)

(4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279B.220(4); 279C.505(1)(d)

(5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid. ORS 279C.515

(6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1); 279C.530(1)

(7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2); 279C.530(2)

(8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3); 279C.520(3)

(9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2); 279C.520(2)

(10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430

(11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

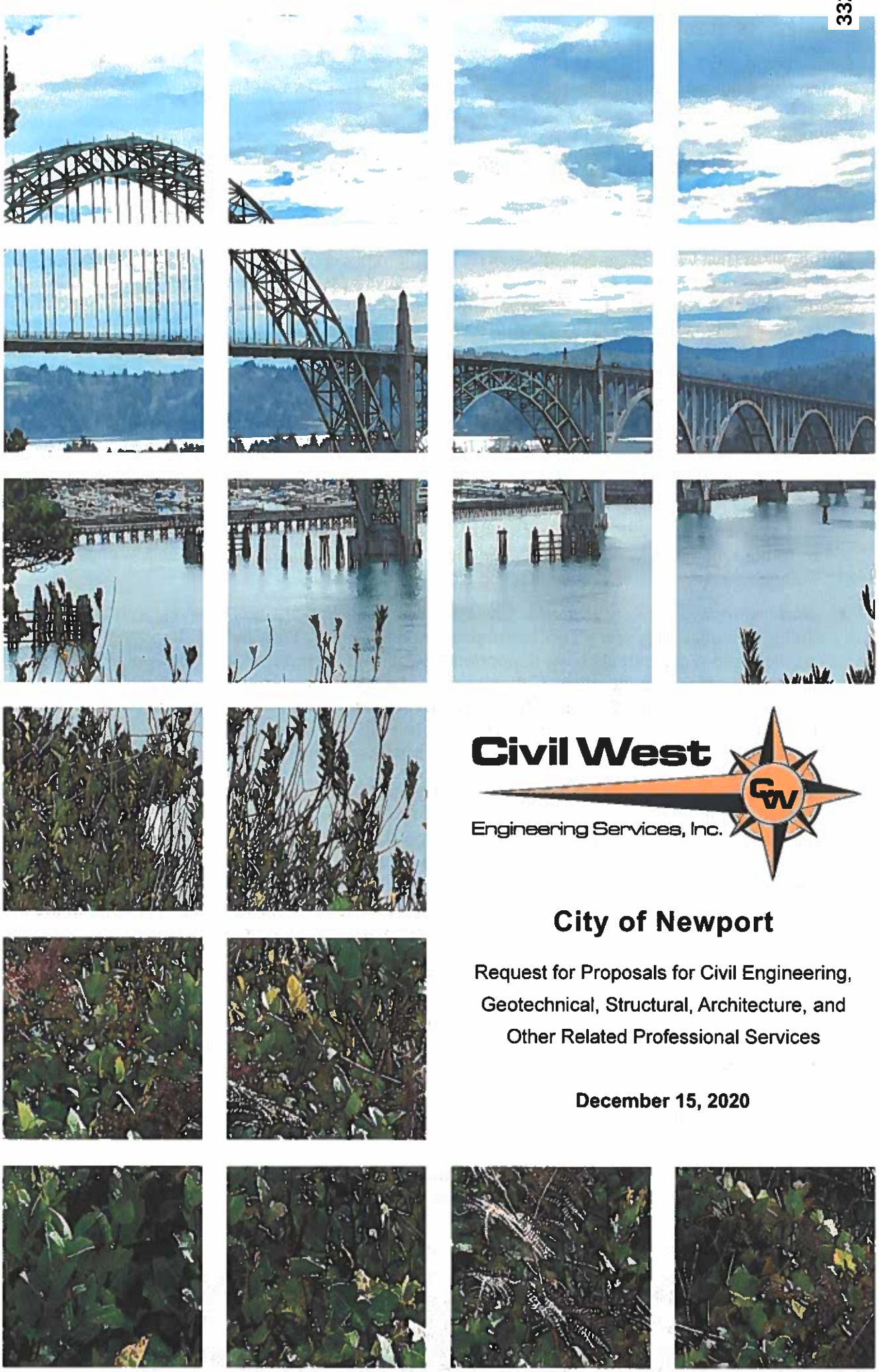
(12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

(13) Contractor certifies that it has not discriminated against minorities, women, service-disabled veterans, or emerging small business or disadvantaged business enterprises in obtaining any required subcontractors. ORS 279A.110

(14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds $10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120

EXHIBIT C

Consultant of Record RFP and Consultant's Proposal



Civil West Engineering Services, Inc.

City of Newport

Request for Proposals for Civil Engineering, Geotechnical, Structural, Architecture, and Other Related Professional Services

December 15, 2020

December 15, 2020

Chris Janigo, PE
Acting City Engineer, City of Newport
169 SW Coast Highway
Newport, OR 97365

RE: Request for Proposals for Civil Engineering, Geotechnical, Structural, Architecture, and Other Related Professional Services

Dear Chris,

On behalf of Civil West Engineering Services, Inc. I am pleased to submit our proposal to provide Professional Civil Engineering Services for the City of Newport. Civil West Engineering Services is a full-service civil engineering firm with 13 licensed professional engineers specializing in meeting the unique needs of municipal and public works clients throughout western Oregon and along the Oregon Coast. Founded in 2008, Civil West has four offices in Oregon employing 25 experienced professionals working collaboratively to provide high quality and cost-effective solutions. Our team is eager to work with Newport and deliver quality consulting, project management, master planning, design, permitting, engineering technical reviews, and construction management services. With a proactive approach to communication, coupled with the skills, knowledge, and experience of our team, Civil West offers the following advantages:

- ***Let us do the lifting.*** We have helped many municipalities address staffing shortages and/or meet increasing workloads by absorbing routine engineering tasks such as development reviews, construction management, and other time intensive but necessary tasks that cities often struggle to complete. By supplying in-house staff or remote methods, we have the experience to support activities such as CMMS implementation, GIS data management and water system flushing plan coordination.

- ***Understanding the City's needs.*** Civil West has been working cooperatively with the City of Newport since 2009, accomplishing many successful projects and helping the City plan its infrastructure future. Many of our licensed professionals have supported Newport through water and stormwater system master planning and are familiar with the unique infrastructure challenges that coastal communities face. I have personally been able to serve the City as Public Works Director and City Engineer for the past 10 years, and I am very familiar with the City's long term infrastructure needs and plans, having worked closely with key personnel throughout the City including field operations, treatment, engineering, and administrative staff.

- ***We seek innovative, value-enhancing solutions.*** Small coastal communities like Newport struggle with the same infrastructure challenges as other municipalities across the country but with a little "spice" mixed in. Heavy rainfall, steep slopes, and hostile coastal environments create unique challenges to providing redundant and resilient infrastructure. Often standard approaches just won't do, and our experienced staff have the ability to recognize special needs and provide alternative solutions to reduce project costs, improve operations, and provide the best possible product. When that next disaster strikes, experience counts, and our nimble staff is ready to jump and meet any challenge that comes your way.

- ***We offer grant writing and project financing assistance.*** Sometimes the biggest infrastructure challenge is just figuring out how to pay for it. Civil West has successfully assisted numerous clients in both identifying and securing funding for infrastructure improvement projects. Civil West works closely with the City's Grant Consultant of Record, Dig Deep, and can provide engineering assistance and grant writing to support Dig Deep's strategic grant planning efforts. Our staff are experienced in reviewing user rates and developing rate studies, developing methodologies and justification for SDC charge adjustments, and in developing relationships with funding agencies and grant administrators in order to secure the best possible funding package to advance the City's capital improvement plan.

- ***We work with a wide range of Federal, State, County and City level regulators.*** Our experience working with ODOT, DEQ, OHA, and many other agencies will benefit the City because we understand the requirements of these agencies and their timelines. This knowledge allows us to prepare submittals and work with agencies to expedite review and approvals from these agencies.

On pages 9-10 of this proposal we have provided contact information for references who can explain why Civil West is their engineer of choice. We would welcome the opportunity to meet with you and your staff if it would aid in the selection process. Thank you for your time and thoughtful consideration of our proposal. Please do not hesitate to call if you have any questions or if there is additional information we can provide.

Sincerely,

Civil West Engineering Services, Inc.

Timothy Gross, PE
Senior Project Manager
Authorized Representative on behalf of Civil West Engineering Services, Inc.
Oregon Registration No. 85373PE
609 SW Hurbert Street, Newport, OR 97365
p. 541.982.4240 | f. 541.264.7041 | c. 541.961.7489 | e. tgross@civilwest.net
Federal ID #26-2914006 | State ID #1358479-3

Required Statements:

1. The consultant accepts all the terms and conditions contained in the Request for Proposals and that this proposal shall be considered valid for 120 days after the submission deadline.
2. All materials and documents acquired or produced by the consultant in conjunction with a resulting contract shall be delivered to and become property of the City of Newport without restriction or limitation of their future use.
3. Civil West Engineering Services, Inc. agrees to abide by the conditions of the City's Professional Services agreement attached to the RFP as Attachment A.
4. Civil West Engineering Services, Inc. has the ability to provide insurance coverage as follows:
   A. Commercial General Liability Insurance - Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form with policy limits of at least per occurrence. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement in an amount of $2,000,000.
   B. Professional Liability - Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall not be less than $1,300,000, or the equivalent. Annual aggregate limit shall not be less than $2,000,000 and filed on a "claims-made" form.
   C. Commercial Automobile Insurance - Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than $1,300,000.
   D. Workers' Compensation Insurance - Civil West and its subcontractors, if used on a project, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide worker' compensation coverage that satisfies Oregon law for all their subject workers.

UNDERSTANDING THE NEEDS OF NEWPORT

Few engineering firms understand the needs of the City of Newport better than Civil West. With the addition of Tim Gross, PE (former Newport City Public Works Director and City Engineer) to our Newport team, our understanding of the challenges the City faces is even deeper. For more than a decade, Civil West has helped improve the City's public infrastructure. Whether it was the preparation of the City's Water and Stormwater Master Plans or the design of improvements to the old swimming pool underdrain system, Civil West has served the City on both large and small projects and believes that it can continue to serve the City in a variety of ways. In fact, Civil West has completed more than 30 unique service requests with many of the projects consisting of multiple phases accomplished over several years for the City dating back to 2009. Check out some of the highlights below!

Project List (2016 - Present)

- 71st Waterline and Storage Tank
- SCADA System Master Plan
- 7th Street Pump Station Replacement
- Intertie with SRWD (Booster/ PRV)
- Water System Master Plan and Updates
- South Beach Water and Sewer Improvements
- Salmon Run Pump Station Relocation
- Big Creek Dam Outlet Rehabilitation
- South Beach SCADA Improvements
- Lakewood Hills Pump Station Upgrades
- Highway 101/Golf Course Waterline Pipe Bursting
- Newport Smoke Testing - Phase 1
- Stormwater Master Planning
- Sewer and Drainage Pipeline Projects
- Stormwater Deficiency Evaluation- Phase 1/ Smoke Testing Phase 2
- Bay/Moore Drainage Improvements
- Hwy 101 and 6th Storm Sewer Sliplining
- Hatfield Dr. Drainage Improvements
- Ash Street Improvements
- Big Creek Road Reconstruction
- Ferry Slip Road Improvements
- Abalone/Brant Roadway Improvements
- Golf Course Drive/Hwy 101 Waterline Replacement
- Old Swimming Pool Underdrain Replacement
- Safe Haven Hill
- City Hall/Aquatic Center Site Design
- Newport Engineering Staff Augmentation
- 2020 Sanitary Sewer Pipeline Rehabilitation
- GIS Support

Civil West Engineering Services, Inc.

UNDERSTANDING THE NEEDS OF NEWPORT

While we've completed lots of successful projects for the City, we recognize that the City is still facing many challenges. Civil West wants to continuing helping the City tackle those problems! Below is a summary of some of the major infrastructure challenges we know the City is facing and ways in which Civil West can help.

PROVIDING A SAFE, RESILIENT POTABLE WATER SUPPLY

The City draws potable water from the Upper and Lower Big Creek Reservoirs and treats it in a relatively new membrane filtration facility. Treated water is delivered to customers via a distribution system consisting of approximately 90 miles of water line, 5 booster stations, and a network of 6 storage tanks (capacity ~ 7MG).

Critical System Needs	How can Civil West help?
Update to the City's Water Master Plan	Civil West completed the City's current Water Master Plan and has staff with an intimate knowledge of the system to be able to efficiently update our previous work product to reflect new conditions.
Reservoirs without seismic restraints are seismically vulnerable	Partner with a trusted structural engineer like Peterson Structural Engineers to design tank restraint systems.
Distribution system with AC pipe susceptible to breakage	Identify a critical backbone of distribution piping and design improvements to strategically harden that backbone with more seismically resilient pipe materials. Civil West is currently replacing AC watermains along Golf Course Drive.
Track and identify water loss sources	Design strategically located master meters and integrate those meters into the water system SCADA system. Civil West developed the City's existing SCADA Master Plan.
Rehabilitating Big Creek Dams to secure the City's raw water source	Partner with the City and HDR to provide construction phase oversight at a lower price-point than a firm traveling from Portland.

SAFELY COLLECTING AND TREATING WASTEWATER

Wastewater generated in the City is conveyed to a centralized wastewater treatment plant through a collection system consisting of approximately 63 miles of gravity sewer, 25 lift stations, and 12 miles of forcemain. Wastewater is treated at a 5 MGD Orbal (oxidation ditch) activated sludge treatment facility built in 2001 before discharging treated effluent through an ocean outfall located offshore from Nye Beach.

Critical System Needs	How can Civil West help?
WWTP equipment is at or nearing the end of its 20 year anticipated useful life	Design improvements to equipment and systems that are operationally deficient. Brown and Caldwell is under contract for a facilities plan that should identify these issues; however, Civil West can assist with evaluations if needed.
Revised NPDES permit is anticipated in 2022	Support the City in discussions/negotiations with DEQ about modified permit requirements. Identify system improvements needed to comply with revised permit.
Large quantities of biosolids overwhelm current processing and storage facilities	Evaluate alternative biosolids treatment and reuse methods. Support efforts for a regional biosolids processing facility.
Northside Pump Station mechanical and control systems are outdated and facility is operationally problematic	Develop a strategic plan and recommend improvements to enhance facility operability by taking into account the needs of operations staff.
Small pump stations are aging and lack standardization	Create a standard design for smaller collection system pump stations and oversee annual replacement projects.
Aging collection system with concrete piping is susceptible to I & I	Design pipe rehabilitation projects, potentially in coordination with roadway improvement projects.

UNDERSTANDING THE NEEDS OF NEWPORT

CONVEYING THE COASTAL RAINS TO THE OCEAN

City stormwater is collected and conveyed to small streams or directly to the Pacific Ocean. The conveyance system consists of pipes ranging from 6-inches to 144-inches in diameter, some of which were placed along natural drainage ways with fill placed over the top of the pipe. In addition to having portions of the conveyance system buried under buildings, the system also has several capacity limited areas that were noted in the Stormwater Master Plan prepared by Civil West.

Critical System Needs	How can Civil West help?
Stormwater Conveyance System Improvements	As part of a strategic effort to rehabilitate roadways and buried utilities, Civil West can help the City relocate buried stormwater conveyance infrastructure into the road right of way instead of leaving it underneath buildings.
Stormwater Quality Improvements	Civil West can help the City develop a testing approach to identify the likely source of bacteria in stormwater runoff or recommend stormwater treatment options to help reduce bacteria in stormwater discharges.
Asset Management Support	Civil West is currently helping maintain the City's asset management system and can provide ongoing recommendations for infrastructure improvements so that co-located utility and roadway improvements can occur simultaneously.

KEEPING NEWPORT MOVING

The City maintains approximately 90 miles of local streets and is bisected by the ODOT-controlled Hwy 101 and Hwy 20. The City is planning roadway improvement projects in coordination with buried utility improvements to minimize costs and disruptions to residents. Projects in or adjacent to the major highways requires significant coordination with ODOT.

Critical System Needs	How can Civil West help?
South Beach Utility Undergrounding Phases 2 and 3 will require extensive coordination to underground services to all lots	Manage utility undergrounding on behalf of the City. Our office in Newport allows our team to quickly respond to the project site to address questions that may arise about nuances for each lot's services.
Annual roadway maintenance project design and construction management exceeds available City staff time	Civil West can provide support to any part of the process from design to construction support to relieve that burden from City staff.

MANAGING THE CITY'S INFRASTRUCTURE

The City Engineering department currently consists of 6.5 FTE's who support all of the public infrastructure in the community. In addition to providing engineering support for the water, sewer, stormwater, transportation, and buildings & park systems, City staff is also responsible for managing capital projects, reviewing private development plans to evaluate impacts on public infrastructure, and supporting other departments with engineering expertise.

Critical System Needs	How can Civil West help?
Extensive responsibilities for City staff leave limited time for simultaneously executing multiple projects	Civil West can take on tasks to free up City staff for infrastructure operations support. Tasks for Civil West could include: - Construction management/oversight - Development reviews - CMMS implementation - GIS maintenance and support - Utility undergrounding coordination

APPROACH TO DELIVERING QUALITY SERVICE

While Civil West tailors the project approach to the specific needs of each project and client, there is a general series of steps that form the basis of any project delivery approach.

These steps include:

1. Project Definition and Scoping
2. Project Kickoff
3. Data Collection and Review
4. Alternatives Analysis
5. Project Designs and Revisions
6. Regulatory Coordination
7. Project Bidding and Contracting
8. Owner's Representation and Construction Oversight
9. Project Closeout

Running throughout these steps is a commitment to effective project management and QA/QC.

To demonstrate how Civil West might deliver a project for the City of Newport, we have decided to explain how we would approach addressing a complex critical infrastructure project like improving the Northside Pump Station.

1. Understanding the Problem

Having a clear understanding of the problem that the client is intending to resolve is a critical first step.

For this example project, we know that Northside Pump Station is one of the City's most important wastewater assets. The Northside Pump Station conveys all wastewater from the north side of Yaquina Bay to the south side. As a result, an estimated 90% of all sewage in the City passes through this pump station. The pump station was constructed in the early 2000's by repurposing an existing primary clarifier tank. To help minimize solids deposition in the forcemain under Yaquina Bay, the pump station includes dual auger screens and a vortex pista grit removal system. With system components at or near the end of their useful lives, operating and maintaining this facility presents challenges including:

- High peak flows and screens with high headloss have resulted in several overflows,
- Inadequate power to operate all wastewater pumps for a prolonged period of time,
- Aging control system components that are difficult to replace,
- Screening equipment which cannot effectively remove rags and wipes,
- Pumps and valves that are difficult to access despite being in a dry pit,
- Poorly-configured access points which limit easy access for removal of large equipment,
- Moisture intrusion from leaking roof panels which could damage mechanical equipment.

2. Project Kickoff Meeting

For each project, regardless of size, we organize a project kickoff meeting with key City staff and other stakeholders. We use these meetings to review and clarify the project goals, schedule, and other constraints. If Civil West were selected to design improvements to the Northside Pump Station, we would request to have the Project Kickoff Meeting occur at the facility and include Engineering and Wastewater Operations staff. We believe it is vital to solicit input from the staff responsible for operating and maintaining the facility to recommend an effective solution.

3. Data Collection and Review

Following initial data collection occurring at the Project Kickoff Meeting, Civil West collects and reviews data necessary to develop alternatives to address any problems. Information reviewed may include:

- Previous planning documents,
- Characterization data (flow rates, constituent composition, pump run times, etc.),
- Utility system budgets,
- Population growth projections and development plans,
- Operator experiences and operations logs,
- Infrastructure condition assessments, and
- As-built drawings.

Depending on the project, we may also collect topographic information about the site. Civil West has in-house survey capabilities for completing topographic surveys on our projects. If ALTA or legal boundary surveys are required, Civil West would partner with a Professional Land Surveyor like Rob Ward from Northwest Land Surveying to complete those tasks.

4. Alternatives Analysis

Depending on the project, a detailed review of alternative solutions may be warranted. This step is most likely to be completed when a problem has been identified but a solution hasn't been determined. The alternatives analysis would consider several potential solutions and evaluate their technical feasibility, construction cost, and on-going operation and maintenance costs. Working with the client, we'd develop a set of criteria for evaluating each of the alternatives and apply those criteria to each alternative to identify a recommended alternative.

For our example project, we would consider both the construction of a new pump station and the full rehabilitation of the existing facility. We would also consider a combined approach where some of the existing infrastructure might be rehabilitated while other portions may be fully replaced. If, for example, a rehabilitation approach was

selected, Civil West would also develop a recommended sequencing of rehabilitation tasks. Addressing concerns associated with the leaking roof and poor access to equipment should likely be one of the first tasks undertaken because the facility should be structurally sound and easily accessible before the City invests significant amounts of money in electrical upgrades that could be moisture-sensitive or mechanical equipment that can't be easily installed given the current access points. Developing a sequenced improvement plan would give the City flexibility to address problems over several budget cycles.

5. Progressive Design Process with Multiple Design Reviews

Providing design review opportunities results in a design that better meets the client's needs and helps reduce extensive redesigns. Depending on the complexity of the project, several intermediate design milestones and reviews may be recommended. For simple projects, a single review near the end of the design process may be adequate. For more complex projects, up to three intermediate design milestones may be suggested. Each of these design milestones will provide the City with an opportunity to review the status of design work.

For example, if the City elected to do extensive work at Northside Pump Station which included work like replacing the roof, replacing the screening equipment, and installing an additional pump, we would recommend the following milestones: preliminary engineering report (30% conceptual design), 60% design, 90% design, and final design review.

6. Regulatory Coordination

Infrastructure projects may require a variety of approvals prior to bidding. Civil West routinely works with regulators at DEQ, OHA, and ODOT to secure approval for our design projects. For this example project, it's expected that regulatory coordination would occur on a parallel track with design. The Preliminary Engineering Report would be submitted to DEQ for review and comment. The final design plans and technical specifications would be submitted to DEQ for review and approval.

In addition to design approval(s), regulatory agency coordination may also be required depending on the project design. For example, if the recommended improvements to the Northside Pump Station impacted Nye Creek running through the property, Civil West would work with the Oregon Department of State Lands and the US Army Corp of Engineers to secure necessary approvals.

Project funding may also trigger the need for specialty evaluations of the project for environmental and cultural impacts. When these specialized studies are needed, Civil West would partner with firms like Pacific Habitat Services for environmental support and/or Heritage Research Associates, Inc. for cultural/archaeological support.

7. Project Bidding and Contracting

We know that the City often posts project bid opportunities on the Oregon Procurement Information Network (ORPIN) website, and we can provide bid packages formatted to upload easily to that system. Alternatively, Civil West can also host project bidding documents through its own online bidding system. Such an approach might be ideal on projects where City staff is unavailable to maintain the project documentation through ORPIN.

Once bids have been received, Civil West conducts a detailed review of the apparent low bidder and provides the City with a recommendation to award. Once the City issues a Notice of Award, Civil West will manage the signing of all contracts.

Inside Northside Pump Station

For a project like rehabilitating Northside Pump Station, there would likely be several small discipline-specific bid opportunities issued over several years and being able to juggle several overlapping tasks will be important. Civil West has helped other cities manage several different contracts for work occurring simultaneously or overlapping at the same facility. For example, our project constructing the Myrtle Point Wastewater Treatment Facility involved four contracts, four contractors, and 15 schedules throughout all phases of construction.

8. Owner's Representative Services and Construction Oversight

After a contractor has been identified, Civil West can continue to serve as the Owner's Representative during construction. Civil West will coordinate directly with the Contractor on behalf of the City, helping decrease time burdens on City staff. Civil West will manage project schedules and budgets, providing City staff with regular updates. Civil West typical-

ly provides written project status reports with monthly project invoices. Project status report frequency can be increased or decreased based on the City's preference. Civil West is also available to provide engineering inspections during construction to verify the project is being built in compliance with the project drawings and technical specifications. Our office in downtown Newport allows our team to regularly visit City project sites and respond quickly to requests for inspections. Inspection reports are prepared for each site visit to document the work that had been completed and any problems that were identified while onsite.

For this example project, one of the Civil West team members in our Newport office would provide Construction Oversight and Owner's Representation services to minimize travel costs. The location of our office right in town would allow our team to quickly to respond to requests from contractors for inspections or field meetings, something that could happen with reasonable frequency given the potential for reusing infrastructure. Our team could be on-site within minutes and work with the contractor to resolve issues, all without the City having to divert staff away from their planned tasks.

Additionally, Civil West can provide these services on projects where we were not the design engineer. This might be ideal on a project where a firm in Portland is completing the design but is not able to provide cost-effective on-site support during construction. We can quickly and regularly monitor construction projects for the City, regardless of whether we designed them. This would allow the City to have specialized projects (like dam improvements) designed by non-local firms and have the construction work overseen by a local firm.

9. Project Closeout

Demobilization of a contractor from the project site doesn't necessarily mean that the project is finished. As part of our project closeout services, Civil West staff conduct detailed walkthroughs of the project site to develop punch lists. We then monitor the Contractor as they resolve each punch list item.

Larger construction projects also include the preparation of a project album. These documents include copies of all warranty materials, inspection reports, replacement part information, operating and maintenance guidance documents, and as-built drawings. These can be provided in both print and digital format depending on the City's preference.

If Civil West were helping the City complete rehabilitation work on Northside Pump Station, the project album might include:

- O&M manuals for new screening equipment,
- A list of common replacement parts for screening equipment and contact info for the nearest supplier of those parts,
- Operating diagrams of updated control systems,
- As-built drawings showing improvements made to the building to address the leaking roof and improve access for large equipment.
- These documents can be prepared in a format for upload into existing CMMS systems and GIS basemaps.

In addition to construction closeout services, Civil West can also help the City complete work required by funding agencies for project closeout. This could include submitting certifications of work completion or final requests for funding disbursements.

ADDITIONAL PROJECT SERVICES

Delivering successful projects require a deep commitment to effective management practices and thorough quality assurance and quality control. Here's how we integrate those practices into our projects.

PROJECT MANAGEMENT

The Civil West approach to project management centers around effective communication. Tim's long history with the City provides him with a unique understanding of which City staff members to contact for specific information necessary for project completion. As the primary Point of Contact, a simple call or email to Tim will allow the City to request support and for Tim to quickly marshal the Civil West resources to serve the City. Located in our Newport office, both Tim and Keven can quickly respond to requests for service. For larger projects, the City will receive monthly written reports summarizing the work completed to date, project budget status, project schedule updates, and any other critical information. These reports are clear, easy to digest reference documents that make it easy for City staff to have the information necessary to brief City leaders and the public on the status of any project we are delivering for the City.

QA/QC

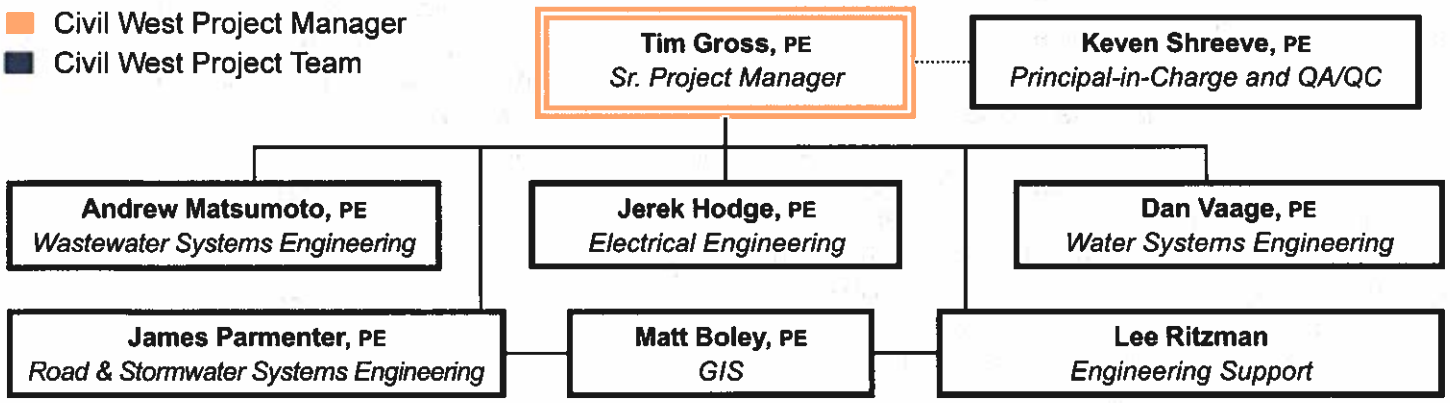
For every project, our primary objective is to provide high-quality services and deliverables to our clients at the lowest possible price. Doing this requires dedication by every member of the project team to a quality assurance/quality control (QA/QC) process implemented throughout all project phases. Our robust QA/QC process enables our team to eliminate unnecessary deviations from the project scope, validate design assumptions and calculations, and provide a deliverable consistent with client goals.

KEY PERSONNEL QUALIFICATIONS

Team Introduction

Our engineering team will be managed by Tim Gross, in our North Coast office, located in Newport. Tim has over 25 years as a Professional Engineer, most recently serving as the Public Works Director and City Engineer for the City of Newport.

Supporting Tim will be a team of skilled engineers with multidisciplinary expertise, allowing Civil West to complete many projects in-house. As the primary point of contact for the team, Tim will develop a clear understanding of the City's needs for a particular project and identify which team members are best equipped to serve the City.



Timothy Gross, PE: Project Manager

OR #85373PE | Bachelor of Science, Civil Engineering, University of Minnesota

Role: Tim will serve as the Project Manager and primary point of contact for service requests with the City of Newport.

Management Experience: As the departing Public Works Director and City Engineer for the City of Newport, Tim understands the unique and pressing needs and challenges currently facing the City. Tim is an expert in financing, designing, estimating and managing the construction of public infrastructure, and has been successful in acquiring grant and low interest financing exceeding $20M over the past 8 years. Tim specializes in identifying and pulling together the resources necessary to tackle any problem, no matter how large or small.

Tim has extensive experience as a Construction Materials Laboratory Supervisor, coordinating field and laboratory testing of asphalt, soils and concrete for heavy civil projects. His experience in municipal services also includes the administration of assessed capital projects; easement and right-of-way negotiations and acquisitions; and utility system and capital improvement planning. His diverse background gives Tim unique insight into balancing design, constructibility, and maintenance of public infrastructure.

Keven Shreeve, PE: Principal-in-Charge and QA/QC

OR #66913PE | Master of Science, Civil Engineering, BYU

Role: Keven will serve as the Principal in Charge of service provided to the City of Newport. Keven's work will primarily focus on master planning, public relations, and QA/QC.

Management Experience: Keven has more than 26 years of engineering experience primarily focused on serving municipalities in the western United States. Since 2017 Keven has been the Office Manager and in 2019 became Principal in Charge of the Civil West North Coast office located in Newport and since has worked with the City on many projects. Keven's engineering experience has covered all stages of the project life cycle including identifying initial concepts, preliminary design, final design, agency approvals, bidding, construction management, construction inspection, master planning and funding.

KEY PERSONNEL QUALIFICATIONS

Team Member Credentials	Relevant Experience
Andrew Matsumoto, PE: Wastewater Systems Engineering *OR #96607PE | Bachelor of Science, Civil Engineering, Gonzaga University* Andrew will provide engineering support on wastewater collection and treatment system projects. His experience is primarily related to addressing wastewater and stormwater quality and includes wastewater treatment system design, wastewater facilities planning, and stormwater quality regulatory support.	City of Vader: • WWTP Improvements City of Cannon Beach: • I&I Study City of Adair Village: • Wastewater Facilities Plan Update City of Myrtle Point: • Water Quality Implementation Plan
Jerek Hodge, PE: Electrical Engineering *OR #83853PE | Bachelor of Science, Electrical Engineering, LeTourneau University* With nearly two decades of experience, Jerek's experience includes water treatment plant, wastewater treatment plant, and pumping system designs. As the Civil West in-house electrical engineer, Jerek also works on Civil West's telemetry/SCADA system improvement projects.	City of Newport: • SCADA Master Plan • I&I Investigation • Candletree Pump Station • 71st St Pump Station and Storage Tank
Dan Vaage, PE: Water Systems Engineering *OR #93327PE | Bachelor of Science, Civil Engineering, California State University, Long Beach* Dan will provide engineering support on potable treatment and distribution projects. As the lead service provider on the Civil West Water System Circuit Rider Team, Dan has provided technical guidance to countless groundwater and surfacewater systems throughout Oregon.	City of Cannon Beach • Water Master Plan City of Toledo: • Water Master Plan Update • Water Management and Conservation Plan
James Parmenter, PE: Road and Stormwater Systems Engineering *OR #76466PE | Bachelor of Science, Mechanical Engineering, Oregon State University* James will provide engineering support on stormwater conveyance and roadway design projects. James' previous experience includes the design and construction support for stormwater, roadway, pedestrian, and lighting improvements.	City of Newport: • Storm Drain Master Plan • Bay Moore Drainage Improvements City of Coos Bay • Storm Drainage Report
Matthew Boley, PE: GIS *OR #95382PE | Bachelor of Science, Civil Engineering, Texas A&M University* Matt will help the City continue to build and maintain its infrastructure GIS system. Matt's previous GIS experience has included the development of maps used for inventorying system infrastructure, tracking system component conditions, and system hydraulic modeling.	City of Farmersville • Water and Sewer System Mapping Caddo Basin Special Utility District • System Mapping Wylie Northeast Special Utility District • System Mapping
Lee Ritzman: Engineering Support *Bachelor of Science, Civil Engineering, University of Utah* Lee's primary role will be engineering support. Lee brings a diverse skill set with experience in field investigations, design, analysis, and planning work. Lee served as the Public Works Director and City Engineer for the City of Newport for 18 years.	City of Newport: • Design and construction of 6 million gallon per day Water Treatment Plant • Updated Water Master Plan

Past Experience & References

Civil West has developed a reputation for providing outstanding service to our clients. We encourage the City of Newport to contact the following references to confirm our positive professional reputation and to gain additional insight on the quality of our work and the attentiveness of our engineering team.

City of Florence - EOR Client

Mike Miller, *Public Works Director*
250 Highway 101, Florence, OR 97439
p. 541.997.4106 | e. mike.miller@ci.florence.or.us

Summary of Services

Since 2013, we have provided Florence with complete municipal engineering services, sewer, transportation, and stormwater projects, and more. We have built a strong relationship with the City of Florence based on our commitment to finishing projects on time and on budget.

Project List (2016 - Present)

- SDC Study
- Rhododendron Phase 2 Water and Road Improvements
- Hwy 101 Water Improvements
- Pacific View Lift Station Upgrades
- Stormwater Master Plan Update
- 6th and Hemlock Stormwater Improvements
- First Street Stormwater Improvements
- Phase 1, Alternative Evaluation - Pine Court Storm Drainage System Improvements
- 2nd & Ivy Storm Water Improvements
- Coastal Highlands Phase 2 Storm Water Improvements
- Rhododendron Phase 2 Water and Road Improvements
- Safe Routes to School Improvements

Project Example: Hwy 101 Water Improvements

Civil West designed over 3,000 LF of 12-inch PVC water main to be installed in the busiest portion of Florence's downtown corridor, which is within ODOT's right-of-way. The project included 8 fire hydrants and approximately 40 water service connections, some of which were located on the opposite side of the 80-ft-wide highway. Our team communicated with ODOT throughout design for two primary purposes: 1) Coordinate and minimize the impact that construction would have on approximately 13 traffic detector loops and; 2) Coordinate waterline designs with street and drainage designs being prepared by a separate engineer for ODOT's Revision Florence Highway 101 overhaul project, which occurred following the city's project.

Since the Revision Florence project removed and replaced all existing asphalt within the project boundary, during permitting our team negotiated with ODOT to lessen the amount of asphalt repair that was required. Our efforts saved the City of Florence approximately $250,000. We also aided the contractor in preparing and executing an ODOT-approved Traffic Control Plan. Civil West provided cradle-to-grave services on this project and completed all tasks within budget, and on schedule.

CONSULTANT TEAM REFERENCES & PAST PERFORMANCE

City of Adair Village - EOR Client

Pat Hare, *City Administrator*
6030 NE William R Carr Avenue, Adair Village, OR 97330
p. 541.745.5507 | e. pat.hare@adairvillage.org

Summary of Services

Since 2008, we have provided Adair Village with complete municipal engineering services, including water, sewer, transportation, and stormwater projects and more. For over 12 years, we have consistently provided design and construction oversite to decrease burdens on City staff. Below is a partial list of our projects with the city over the past five years.

Project List (2016 - Present)

- SDC Plan Update
- Voss Hill Reservoirs
- Developing Sustainable Water Rates
- Willamette River Intake Improvements
- TMDL Support Services
- Wastewater Facilities Plan and Update
- Landfill Leachate Planning
- Water and Wastewater improvement funding support
- Wastewater Treatment Plant Design
- Wastewater Lift Station Improvements
- Development Reviews and Inspections

Public Agency Client References

Civil West serves as a City Engineer or Engineer of Record to a number of communities and specialty districts in Oregon. Below is a partial list of our clients:

- **City of Coos Bay**
  Randy Dixon, Public Works Operations Admin.
  541.269.1181 ext. 2201
- **City of Hubbard**
  Mike Krebs, Public Works Director
  503.982.9429
- **Seal Rock Water District**
  Adam Denlinger, General Manager
  541.563.4447
- **Fairview Water District**
  David Pace, Manager
  503.842.4333
- **City of Myrtle Point**
  Darin Nicholson, City Manager
  541.572.2626
- **City of Toledo**
  Judy Richter, City Manager
  541.635.2003
- **Harbor Sanitary District**
  Kelly Beebe, District Manager
  541.469.5225

FEE SCHEDULE

Civil West Engineering Services, Inc. - 2021 Rate Schedule	
STAFF/ITEM	BILLING RATE
ENGINEERING	
Principal Engineer	$165
Project Manager	$150
Senior Project Engineer	$145
Project Engineer	$134
Engineering Technician	$114
Staff Engineer	$84
Inspector 1	TBD
Inspector 2	$134
Inspector 3	$114
Engineering Intern	$50
Clerical	$52
Surveying	
Senior Surveyor (PLS)	$150
Senior Survey Technician	$120
Survey Technician	$103
1-person Survey Crew	$160
2-person Survey Crew	$188
3-person Survey Crew	$225
REIMBURSABLES	
Mileage - or current IRS Rate	$0.575
Lodging, meals as required for travel	Cost
Reproduction, Printing, Etc.	Cost plus 10%
Subconsultants	Cost plus 10%

Below is the 2021 Civil West Engineering Services fee schedule. These rates are valid through December 25, 2021. Civil West rate adjustments occur annually and are effective on December 26th of each year. Annual rate adjustments will not exceed 2% increase annually without client approval. We also take into consideration the local economies we live and work in when we complete our annual rates adjustments.

Team Classifications:

Principal Engineer: Keven Shreeve
Project Manager: Tim Gross
Project Engineer: Andrew Matsumoto
Jerek Hodge
Dan Vaage
James Paramenter
Matthew Boley
Lee Ritzman

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/09/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Grenfell Insurance & Financial Services, Inc.
P O Box 191
Hamilton, MT 59840
License #: 0022631

CONTACT NAME: Corey Johnson
PHONE (A/C, No, Ext): (406)363-0430 FAX (A/C, No): (406)363-0432
E-MAIL ADDRESS: corey@grenfellinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: WaterColor Management	
INSURER B: Liberty Mutual Insurance Company	24082
INSURER C: AmTrust Financial Services Inc.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Civil West Engineering Services Inc
486 E St
Coos Bay, OR 97420

COVERAGES CERTIFICATE NUMBER: 00002178-144110 REVISION NUMBER: 19

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X 1M/2M Claims Made GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			EPK-132208	09/01/2020	09/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BAS60246738	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			EFX-115832	09/01/2020	09/01/2021	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SWC1254648	09/01/2020	09/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Pollution Liability			EPK-132208	09/01/2020	09/01/2021	Each Occurren	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Civil West Engineering Services, Inc. has granted the officers and employees as additional insureds for ongoing and completed operation, coverage is primary and non-contributory, A waiver of subrogation is granted in favor of additional insureds on a contractual basis.
Blanket Additionall Insured CG 20 10, Ongoing Operations
Blanket Additional Insured CG 20 37 - Completed Operations
Blanket Waiver of Subrogation and Blanket Primary & Non-Contributory

CERTIFICATE HOLDER

For Quoting Purposes
For Quoting Purposes
Hamilton, MT 59840

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Corey Johnson (CSJ)

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Printed by CSJ on September 09, 2020 at 11:29AM

The City of Newport Public Works
169 S.W. Coast Highway
Newport, OR 97365

Coast Guard City, U.S.A.

NEWPORT
OREGON

phone: 541.574.3366
fax: 541.265.3301
www.newportoregon.gov

Home Port of NOAA Pacific Fleet

February 10, 2021

Foundation Engineering, Inc.
ATTN: David L. Running
820 NW Cornell Ave
Corvallis, OR 97330

RE: Request for Proposals: Civil Engineering, Geotechnical, Architecture and Other Related Professional Services

Dear Mr. Running:

Thank you for spending your time and resources preparing your proposal in response to the *CIVIL ENGINEERING, GEOTECHNICAL, STRUCTURAL, ARCHITECTURE, AND OTHER RELATED PROFESSIONAL SERVICES* with the City of Newport. Please accept my apologies for the long period of time it took for the City to come to this decision. It has been an exceptionally busy season and our staff has been working at maximum capacity. I am pleased to inform you that the City has selected your firm to enter into a consultant of record agreement with the City.

The City has selected 13 firms that provide the best qualifications in a variety of civil, geotechnical, and architectural professional services to meet the needs of the City of Newport. These firms include the following:

Civil
Century West
Harper Houf Peterson Righellis, Inc.
Water Systems Consulting, Inc
Brown & Caldwell
HDR, Inc
HBH Consulting Engineers
Keller Associates
Civil West

Water/Wastewater
Stantec

Integration
The Automation Group

Structural
Miller Consulting Engineers

Geotechnical
Foundation Engineering

Architecture
GLAS Architects, LLC

Thank you again for your time and patience.

Sincerely,

Chris Janigo, PE, Acting City Engineer
c.janigo@newportoregon.gov
P| 541-574-3376; F| 541-265-3301
Attachment: Consultant of Record Draft Agreement

CONSULTANT OF RECORD PROFESSIONAL SERVICES AGREEMENT
Geotechnical Engineering Services

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and Foundation Engineering, Inc., an Oregon corporation, which is registered to practice Geotechnical Engineering in the State of Oregon (Consultant).

RECITALS

A. Pursuant to City Rule 137-048-0220, the City of Newport (City) solicited proposals for professional Consulting services to assist the City in Civil Engineering, Geotechnical, Architecture and Other Related Professional Services.

B. After reviewing all proposals, the City has selected Foundation Engineering, Inc. (Consultant) as a Consultant of Record to provide the proposed services.

C. Consultant is willing and qualified to perform such services.

TERMS OF AGREEMENT

1. Consultant's Scope of Services

Consultant shall perform professional Consulting services related to Geotechnical Services. The City is free to utilize other Consultants or consultants as it deems appropriate.

2. Effective Date and Duration

This agreement is effective on execution by both parties and shall expire, unless otherwise terminated or extended, after three years. The parties may extend the term by mutual agreement.

3. Consultant's Fee and Schedules

A. Fee

Fees for services under this Agreement shall be based on time and materials and pursuant to the rates shown in Exhibit A. Consultant may increase the rates shown in Exhibit A on an annual basis, subject to the written approval of the City. Consultant will alert the City when Consultant is increasing its fees. Consultant will bill for progress payments on a monthly basis. In order to determine the maximum monetary limit for each task, Consultant will submit a schedule and a labor hour estimate based on the rates shown in Exhibit A. Consultant will invoice monthly progress payments based on actual time worked on the project. The maximum monetary limit will not be exceeded without prior written approval by the City. Projects partially completed may be paid for in proportion to the degree of completion.

Consultant will be reimbursed for direct charges such as the cost of printing, postage, delivery services, and subconsultant fees. Unless specifically noted in the Task Order, direct charges will be billed at cost without any markup. Office expenses such as computer cost, telephone calls, and

overhead expenses are incidental and are included in the hourly rates shown in Exhibit A.

B. Payment Schedule for Basic Fee

Payments shall be made within 30 days of receipt of monthly billings based on the work completed. Payment by the City shall release the City from any further obligation for payment to the Consultant for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

C. Payment for Contingency Tasks

When agreed to in writing by the City, the Consultant shall provide services described as Contingency Tasks in a Task Order.

D. Certified Cost Records

Consultant shall furnish certified cost records for all billings to substantiate all charges. Consultant's accounts shall be subject to audit by the City. Consultant shall submit billings in a form satisfactory to the City. At a minimum, each billing shall identify the Task Order under such work is performed, work completed during the billing period, percentage of work completed to date, and percentage of budget used to date for each task.

E. Identification

Consultant shall furnish to the City its employer identification number.

F. Payment – General

1) Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

2) Consultant shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime. Any subcontractors utilized by Consultant under this Agreement will be paid according to the then prevailing wage.

3) Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

4) Consultant shall make payments promptly, as due, to all persons supplying services or materials for work covered under this contract. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on any account of any service or materials furnished.

5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Consultant, sub-consultant or subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due to the Consultant. The payment of the claim in this manner shall not relieve Consultant or its surety from obligation with respect to any unpaid claims.

G. Schedule

Consultant shall provide services under this Agreement in accordance with the Project Schedule.

4. Ownership of Plans and Documents: Records; Confidentiality

A. Definitions. As used in this Agreement, the following terms have the meanings set forth below:

1) Consultant Intellectual Property means any intellectual property owned by Consultant and developed independently from this Agreement that is applicable to the Services or included in the Work Product.

2) Third Party Intellectual Property means any intellectual property owned by parties other than City or Consultant that is applicable to the Services or included in the Work Product.

3) Work Product means the Services Consultant delivers or is required to deliver to City under this Agreement. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

B. Work Product

1) Except as provided elsewhere in this Agreement, all Work Product created by Consultant pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of City. City and Consultant agree that such original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. To the extent that City is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's

reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in City. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

2) In the event Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of City to authorize contractors, Consultants and others to use Consultant Intellectual Property, for the purposes described in this Agreement.

3) In the event Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on City's behalf and in the name of City, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of City to authorize contractors, Consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.

4) In the event Work Product created by Consultant under this Agreement is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of City to authorize contractors, Consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Agreement.

5) In the event Work Product created by Consultant under this Agreement is a derivative work based on Third Party Intellectual Property, or a compilation that includes Third Party Intellectual Property, Consultant shall secure on City's behalf and in the name of City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property, including the right to authorize contractors, Consultants and others to use the pre-existing elements of the Third Party Intellectual Property, for the purposes described in this Agreement.

6) To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, Consultant shall be indemnified and held harmless by City from liability arising out of re-use or alteration of the Work Product by City which was not specifically contemplated and agreed to by the Parties in this Agreement.

7) Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

C. Confidential Information

1) Consultant acknowledges that it or its employees, Sub-Consultants, subcontractors or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is the confidential information of City or City's residents. Any and all information provided by City and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-Consultants, subcontractors or agents in the performance of this Agreement shall be deemed to be confidential information of City ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that City designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by City to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (d) is obtained from a source other than City without the obligation of confidentiality; (e) is disclosed with the written consent of City; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information; or (g) is required to be disclosed by law, subpoena, or other court order.

2) Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to City under this Agreement, and to advise each of its employees, Sub-Consultants, subcontractors and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise City immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of City or Consultant against any such person. Consultant agrees that, except as directed by City, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement, and that upon termination of this Agreement or at City's request, Consultant will turn over to City all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

3) Consultant acknowledges that breach of this Section 4, including disclosure of any

Confidential Information, will give rise to irreparable injury to City that is inadequately compensable in damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of this Section 4, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of City and are reasonable in scope and content.

5. Assignment/Delegation

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other. If City agrees to assignment of tasks to a subcontractor, Consultant shall be fully responsible for the acts or omissions of any subcontractors. Any approval of a subcontractor does not create a contractual relationship between the subcontractor and City.

6. Consultant is Independent Contractor

A. The City's project director, or designee, shall be responsible for determining whether Consultant's work product is satisfactory and consistent with this Agreement, but Consultant is not subject to the direction and control of the City. Consultant shall be an independent contractor for all purposes and shall not be entitled to compensation other than the compensation provided for under Section 3 of this Agreement. The City's acceptance of the work product as satisfactory does not relieve the Consultant from responsibility for any errors in the work product.

B. Consultant is an independent contractor and not an employee of City. Consultant acknowledges Consultant's status as an independent contractor and acknowledges that Consultant is not an employee of the City for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Consultant to provide services under this Agreement are employees of Consultant and not of City. Consultant acknowledges that it is not entitled to benefits of any kind to which a City employee is entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of the Agreement, to the full extent of any benefits or other remuneration Consultant receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make as a result of the finding.

C. The Consultant represents that no employee of the City or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

D. Consultant and its employees, if any, are not active members of the Oregon Public Employees Retirement System.

E. Consultant certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

F. Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. Indemnity

A. The City has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Agreement. Consultant represents to the City that the work under this Agreement will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the Civil Engineering profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of an Consultant's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Consultant of any responsibility for design deficiencies, errors or omissions.

B. Consultant shall defend, hold harmless and indemnify the City, its officers, agents, and employees from all claims, suits, or actions to the extent caused by the alleged negligent or otherwise wrongful acts or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees under this Agreement. This indemnification does not extend to indemnification for negligent or otherwise wrongful acts or omissions of the City. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

C. Consultant shall save and hold harmless the City, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, to the extent caused by the professional negligent acts, errors or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees in performance of professional services under this Agreement. Any design work by Consultant that results in a design of a facility that does not comply with applicable laws including accessibility for persons with disabilities shall be considered a professionally negligent act, error or omission.

D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Consultant, regardless of the type of claim made against the City. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Consultant unrelated to the quality of professional services provided by Consultant.

8. Insurance

Consultant and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement as detailed in this section. The insurance shall cover all risks arising

directly or indirectly out of Consultant's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Consultant and its subcontractors shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form with policy limits of at least per occurrence. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement in an amount of $2,000,000.

B. Professional Liability

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall not be less than $1,300,000, or the equivalent. Annual aggregate limit shall not be less than $2,000,000 and filed on a "claims-made" form.

C. Commercial Automobile Insurance

Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than $1,300,000.

D. Workers' Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage.

E. Additional Insured Provision

The Commercial General Liability Insurance Policy shall include the City its officers, directors, and employees as additional insureds with respect to this Agreement. Coverage will be endorsed to provide a per project aggregate.

F. Extended Reporting Coverage

If any of the liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this Agreement to a duration of 24 months or the maximum time period the Consultant's insurer will provide if less than 24 months. Consultant will be responsible for furnishing certification of Extended Reporting coverage as described or

continuous "claims made" liability coverage for 24 months following Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this Agreement. Coverage will be endorsed to provide a per project aggregate.

G. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days' written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days' notice of cancellation provision shall be physically endorsed on to the policy.

H. Insurance Carrier Rating

Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

I. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Consultant shall furnish a Certificate of Insurance to the City. No Agreement shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the address below ten days prior to coverage expiration.

J. Primary Coverage Clarification

The parties agree that Consultant's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Copy of Policy or Certificate of Insurance

A cross-liability clause or separation of insureds clause will be included in the general liability policy required by this Agreement. Consultant shall furnish City with at least 30-days written notice of cancellation of, or any modification to, the required insurance coverages. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Chris Janigo, PE
Acting City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365

Thirty days' cancellation notice shall be provided City by certified mail to the name at the address

listed above in event of cancellation or non-renewal of the insurance. The procuring of the required insurance shall not be construed to limit Consultant's liability under this agreement. The insurance does not relieve Consultant's obligation for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

9. Termination Without Cause

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Consultant. If City terminates the Agreement pursuant to this section, Consultant shall be entitled to payment for services provided prior to the termination date.

10. Termination with Cause

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

1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.

2) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

3) If any license or certificate required by law or regulation to be held by Consultant, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

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

B. City, by written notice of default (including breach of Agreement) to Consultant, may terminate this Agreement:

1) If Consultant fails to provide services called for by this Agreement within the time specified, or

2) If Consultant fails to perform any of the other provisions of this Agreement, or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten days or such other period as City may authorize.

C. If City terminates this Agreement, it shall pay Consultant for all undisputed invoices tendered for services provided prior to the date of termination.

D. Damages for breach of Agreement shall be those allowed by Oregon law, reasonable and

necessary attorney fees, and other costs of litigation at trial and upon appeal.

11. Non-Waiver

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

12. Notice

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

IF TO CITY OF NEWPORT

Chris Janigo, PE
Interim City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365
541-574-3366
c.janigo@newportoregon.gov

IF TO CONSULTANT:

David L. Running
Project Manager
Foundation Engineering, Inc.
820 NW Cornell Ave
Corvallis, OR 97330
541-757-7645
dlr@foundationengr.com

The date of deposit in the mail shall be the notice date for first class mail. All other notices, bills and payments shall be effective at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

13. Merger

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

14. Force Majeure

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

15. Non-Discrimination

Consultant agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations. By way of example only, Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

16. Errors

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

17. Extra Work

Extra work or work on Contingency Tasks is not authorized unless the City authorizes the additional or contingency work in writing. Failure of Consultant to secure written authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to unauthorized extra work and Consultant shall be entitled to no compensation for the performance of any extra work not authorized in writing.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. Any action or suits involving any question arising under this Agreement 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.

19. Compliance with Applicable Law

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement, including but not limited to those set forth in ORS 279A, 279B and 279C. While all required contractual provisions are included in Exhibit B, Consultant shall be familiar with and responsible for compliance with all other applicable provisions of the Oregon Public Contracting Code.

20. Conflict Between Terms

This document shall control in the event of any conflict in terms between this document and the RFP and/or proposal.

21. Access to Records

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

22. Audit

Consultant shall maintain records to assure conformance with the terms and conditions of this

Agreement, and to assure adequate performance and accurate expenditures within the Agreement period. Consultant agrees to permit City or its duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

23. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.

24. Industrial Accident Fund Payment

Consultant shall pay all contributions or amount due the Industrial Accident Fund that Consultant or subcontractors incur during the performance of this Agreement.

25. Arbitration

All claims, disputes, and other matters in question between the City and Consultant arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with the Oregon Uniform Arbitration Act, ORS 36.600, et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Lincoln County Circuit Court will establish rules to govern the arbitration.

A claim by Consultant arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the City Board at the Board's next regularly scheduled meeting. At that meeting the Board will render a written decision approving or denying the claim. If the claim is denied by the Board, the Consultant may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the City Board has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Board's decision being binding upon the City and Consultant.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement, subject to applicable statutes of limitation, except as set forth above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Consultant to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

26. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Consultant agrees to pay City's attorney fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party

27. Complete Agreement

This Agreement and any exhibit(s) hereto and any and all Task Orders executed by the parties constitute the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Any waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. In the event of a conflict between the documents comprising this Agreement, interpretation shall occur in the following manner: 1) each individual Task Order; 2) this Agreement and any exhibits hereto; and 3) the RFP and Response. The following exhibits are attached to and incorporated into this Agreement:

A. Exhibit A – Consultant's Fee Schedule

B. Exhibit B – Oregon Public Contracting Code/required contractual provisions

C. Exhibit C – Consultant of Record RFP and Consultant's Proposal

28. Miscellaneous

A. Consultant agrees that news releases and other publicity relating to the subject of this Agreement will be made only with the prior written consent of City.

B. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of City when using, having access to, or creating systems for any of City's computers, data, systems, personnel, or other information resources.

C. Consultant will include in all contracts with subcontractors appropriate provisions as required by ORS 279C.580.

D. Consultant will comply with environmental and natural resources regulations as set forth in ORS 279B.225 and regulations relating to the salvaging, recycling, composting or mulching yard waste material, and salvage and recycling of construction and demolition debris as set forth in ORS 279B.225 and 279C.510.

By their signatures hereunder, the parties acknowledge they have read and understand this Agreement and agree to be bound by its terms. This Agreement is effective on the date last signed below by a party below:

CITY OF NEWPORT:

Spencer R. Nebel, City Manager

Date: 04-09-21

Foundation Engineering, Inc.:

By: _____

Its: President

Date: 2-16-21

EXHIBIT A
CONSULTANT'S FEE SCHEDULE

EXHIBIT B
Oregon Public Contracting Requirements
ORS CHAPTERS 279B AND 279C REQUIREMENTS

(1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1); 279C.505(1)(a)

(2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2); 279C.505(1)(b)

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3); 279C.505(1)(c)

(4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279B.220(4); 279C.505(1)(d)

(5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid. ORS 279C.515

(6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1); 279C.530(1)

(7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2); 279C.530(2)

(8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3); 279C.520(3)

(9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2); 279C.520(2)

(10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430

(11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

(12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

(13) Contractor certifies that it has not discriminated against minorities, women, service-disabled veterans, or emerging small business or disadvantaged business enterprises in obtaining any required subcontractors. ORS 279A.110

(14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds $10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120

EXHIBIT C

Consultant of Record RFP and Consultant's Proposal

The City of Newport Public Works
169 S.W. Coast Highway
Newport, OR 97365

Coast Guard City, U.S.A.

phone: 541.574.3366
fax: 541.265.3301
www.newportoregon.gov

Home Port of NOAA Pacific Fleet

February 10, 2021

Harper Houf Peterson Righellis, Inc
ATTN: Chris Beatty
205 SE Spokane St., Suite 200
Portland, OR 97202

RE: Request for Proposals: Civil Engineering, Geotechnical, Architecture and Other Related Professional Services

Dear Mr. Beatty:

Thank you for spending your time and resources preparing your proposal in response to *CIVIL ENGINEERING, GEOTECHNICAL, STRUCTURAL, ARCHITECTURE, AND OTHER RELATED PROFESSIONAL SERVICES* with the City of Newport. Please accept my apologies for the long period of time it took for the City to come to this decision. It has been an exceptionally busy season and our staff has been working at maximum capacity. I am pleased to inform you that the City has selected your firm to enter into a consultant of record agreement with the City.

The City has selected 13 firms that provide the best qualifications in a variety of civil, geotechnical, and architectural professional services to meet the needs of the City of Newport. These firms include the following:

Civil
Century West
Harper Houf Peterson Righellis, Inc.
Water Systems Consulting, Inc
Brown & Caldwell
HDR, Inc
HBH Consulting Engineers
Keller Associates
Civil West

Water/Wastewater
Stantec

Integration
The Automation Group

Structural
Miller Consulting Engineers

Geotechnical
Foundation Engineering

Architecture
GLAS Architects, LLC

Thank you again for your time and patience.

Sincerely,

Chris Janigo, PE, Acting City Engineer
c.janigo@newportoregon.gov
P| 541-574-3376; F| 541-265-3301
Attachment: Consultant of Record Agreement

CONSULTANT OF RECORD PROFESSIONAL SERVICES AGREEMENT
Civil Engineering Services

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and Harper Houf Peterson Righellis, Inc, an Oregon corporation, which is registered to practice Civil Engineering in the State of Oregon (Consultant).

RECITALS

A. Pursuant to City Rule 137-048-0220, the City of Newport (City) solicited proposals for professional Consulting services to assist the City in Civil Engineering, Geotechnical, Architecture and Other Related Professional Services.

B. After reviewing all proposals, the City has selected Harper Houf Peterson Righellis, Inc (Consultant) as a Consultant of Record to provide the proposed services.

C. Consultant is willing and qualified to perform such services.

TERMS OF AGREEMENT

1. Consultant's Scope of Services

Consultant shall perform professional Consulting services related to Civil Engineering. The City is free to utilize other Consultants or consultants as it deems appropriate.

2. Effective Date and Duration

This agreement is effective on execution by both parties and shall expire, unless otherwise terminated or extended, after three years. The parties may extend the term by mutual agreement.

3. Consultant's Fee and Schedules

A. Fee

Fees for services under this Agreement shall be based on time and materials and pursuant to the rates shown in Exhibit A. Consultant may increase the rates shown in Exhibit A on an annual basis, subject to the written approval of the City. Consultant will alert the City when Consultant is increasing its fees. Consultant will bill for progress payments on a monthly basis. In order to determine the maximum monetary limit for each task, Consultant will submit a schedule and a labor hour estimate based on the rates shown in Exhibit A. Consultant will invoice monthly progress payments based on actual time worked on the project. The maximum monetary limit will not be exceeded without prior written approval by the City. Projects partially completed may be paid for in proportion to the degree of completion.

Consultant will be reimbursed for direct charges such as the cost of printing, postage, delivery services, and subconsultant fees. Unless specifically noted in the Task Order, direct charges will be billed at cost without any markup. Office expenses such as computer cost, telephone calls, and

overhead expenses are incidental and are included in the hourly rates shown in Exhibit A.

B. Payment Schedule for Basic Fee

Payments shall be made within 30 days of receipt of monthly billings based on the work completed. Payment by the City shall release the City from any further obligation for payment to the Consultant for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

C. Payment for Contingency Tasks

When agreed to in writing by the City, the Consultant shall provide services described as Contingency Tasks in a Task Order.

D. Certified Cost Records

Consultant shall furnish certified cost records for all billings to substantiate all charges. Consultant's accounts shall be subject to audit by the City. Consultant shall submit billings in a form satisfactory to the City. At a minimum, each billing shall identify the Task Order under such work is performed, work completed during the billing period, percentage of work completed to date, and percentage of budget used to date for each task.

E. Identification

Consultant shall furnish to the City its employer identification number.

F. Payment – General

1) Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

2) Consultant shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime. Any subcontractors utilized by Consultant under this Agreement will be paid according to the then prevailing wage.

3) Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

4) Consultant shall make payments promptly, as due, to all persons supplying services or materials for work covered under this contract. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on any account of any service or materials furnished.

5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Consultant, sub-consultant or subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due to the Consultant. The payment of the claim in this manner shall not relieve Consultant or its surety from obligation with respect to any unpaid claims.

G. Schedule

Consultant shall provide services under this Agreement in accordance with the Project Schedule.

4. Ownership of Plans and Documents: Records; Confidentiality

A. Definitions. As used in this Agreement, the following terms have the meanings set forth below:

1) Consultant Intellectual Property means any intellectual property owned by Consultant and developed independently from this Agreement that is applicable to the Services or included in the Work Product.

2) Third Party Intellectual Property means any intellectual property owned by parties other than City or Consultant that is applicable to the Services or included in the Work Product.

3) Work Product means the Services Consultant delivers or is required to deliver to City under this Agreement. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

B. Work Product

1) Except as provided elsewhere in this Agreement, all Work Product created by Consultant pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of City. City and Consultant agree that such original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. To the extent that City is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's

reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in City. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

2) In the event Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of City to authorize contractors, Consultants and others to use Consultant Intellectual Property, for the purposes described in this Agreement.

3) In the event Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on City's behalf and in the name of City, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of City to authorize contractors, Consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.

4) In the event Work Product created by Consultant under this Agreement is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of City to authorize contractors, Consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Agreement.

5) In the event Work Product created by Consultant under this Agreement is a derivative work based on Third Party Intellectual Property, or a compilation that includes Third Party Intellectual Property, Consultant shall secure on City's behalf and in the name of City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property, including the right to authorize contractors, Consultants and others to use the pre-existing elements of the Third Party Intellectual Property, for the purposes described in this Agreement.

6) To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, Consultant shall be indemnified and held harmless by City from liability arising out of re-use or alteration of the Work Product by City which was not specifically contemplated and agreed to by the Parties in this Agreement.

7) Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

C. Confidential Information

1) Consultant acknowledges that it or its employees, Sub-Consultants, subcontractors or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is the confidential information of City or City's residents. Any and all information provided by City and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-Consultants, subcontractors or agents in the performance of this Agreement shall be deemed to be confidential information of City ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that City designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by City to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (d) is obtained from a source other than City without the obligation of confidentiality; (e) is disclosed with the written consent of City; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information; or (g) is required to be disclosed by law, subpoena, or other court order.

2) Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to City under this Agreement, and to advise each of its employees, Sub-Consultants, subcontractors and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise City immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of City or Consultant against any such person. Consultant agrees that, except as directed by City, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement, and that upon termination of this Agreement or at City's request, Consultant will turn over to City all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

3) Consultant acknowledges that breach of this Section 4, including disclosure of any

Confidential Information, will give rise to irreparable injury to City that is inadequately compensable in damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of this Section 4, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of City and are reasonable in scope and content.

5. Assignment/Delegation

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other. If City agrees to assignment of tasks to a subcontractor, Consultant shall be fully responsible for the acts or omissions of any subcontractors. Any approval of a subcontractor does not create a contractual relationship between the subcontractor and City.

6. Consultant is Independent Contractor

A. The City's project director, or designee, shall be responsible for determining whether Consultant's work product is satisfactory and consistent with this Agreement, but Consultant is not subject to the direction and control of the City. Consultant shall be an independent contractor for all purposes and shall not be entitled to compensation other than the compensation provided for under Section 3 of this Agreement. The City's acceptance of the work product as satisfactory does not relieve the Consultant from responsibility for any errors in the work product.

B. Consultant is an independent contractor and not an employee of City. Consultant acknowledges Consultant's status as an independent contractor and acknowledges that Consultant is not an employee of the City for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Consultant to provide services under this Agreement are employees of Consultant and not of City. Consultant acknowledges that it is not entitled to benefits of any kind to which a City employee is entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of the Agreement, to the full extent of any benefits or other remuneration Consultant receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make as a result of the finding.

C. The Consultant represents that no employee of the City or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

D. Consultant and its employees, if any, are not active members of the Oregon Public Employees Retirement System.

E. Consultant certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

F. Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. Indemnity

A. The City has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Agreement. Consultant represents to the City that the work under this Agreement will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the Civil Engineering profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of an Consultant's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Consultant of any responsibility for design deficiencies, errors or omissions.

B. Consultant shall defend, hold harmless and indemnify the City, its officers, agents, and employees from all claims, suits, or actions to the extent caused by the alleged negligent or otherwise wrongful acts or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees under this Agreement. This indemnification does not extend to indemnification for negligent or otherwise wrongful acts or omissions of the City. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

C. Consultant shall save and hold harmless the City, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, to the extent caused by the professional negligent acts, errors or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees in performance of professional services under this Agreement. Any design work by Consultant that results in a design of a facility that does not comply with applicable laws including accessibility for persons with disabilities shall be considered a professionally negligent act, error or omission.

D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Consultant, regardless of the type of claim made against the City. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Consultant unrelated to the quality of professional services provided by Consultant.

8. Insurance

Consultant and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement as detailed in this section. The insurance shall cover all risks arising

directly or indirectly out of Consultant's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Consultant and its subcontractors shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form with policy limits of at least per occurrence. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement in an amount of $2,000,000.

B. Professional Liability

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall not be less than $1,300,000, or the equivalent. Annual aggregate limit shall not be less than $2,000,000 and filed on a "claims-made" form.

C. Commercial Automobile Insurance

Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than $1,300,000.

D. Workers' Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage.

E. Additional Insured Provision

The Commercial General Liability Insurance Policy shall include the City its officers, directors, and employees as additional insureds with respect to this Agreement. Coverage will be endorsed to provide a per project aggregate.

F. Extended Reporting Coverage

If any of the liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this Agreement to a duration of 24 months or the maximum time period the Consultant's insurer will provide if less than 24 months. Consultant will be responsible for furnishing certification of Extended Reporting coverage as described or

continuous "claims made" liability coverage for 24 months following Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this Agreement. Coverage will be endorsed to provide a per project aggregate.

G. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days' written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days' notice of cancellation provision shall be physically endorsed on to the policy.

H. Insurance Carrier Rating

Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

I. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Consultant shall furnish a Certificate of Insurance to the City. No Agreement shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the address below ten days prior to coverage expiration.

J. Primary Coverage Clarification

The parties agree that Consultant's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Copy of Policy or Certificate of Insurance

A cross-liability clause or separation of insureds clause will be included in the general liability policy required by this Agreement. Consultant shall furnish City with at least 30-days written notice of cancellation of, or any modification to, the required insurance coverages. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Chris Janigo, PE
Acting City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365

Thirty days' cancellation notice shall be provided City by certified mail to the name at the address

listed above in event of cancellation or non-renewal of the insurance. The procuring of the required insurance shall not be construed to limit Consultant's liability under this agreement. The insurance does not relieve Consultant's obligation for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

9. Termination Without Cause

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Consultant. If City terminates the Agreement pursuant to this section, Consultant shall be entitled to payment for services provided prior to the termination date.

10. Termination with Cause

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

1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.

2) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

3) If any license or certificate required by law or regulation to be held by Consultant, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

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

B. City, by written notice of default (including breach of Agreement) to Consultant, may terminate this Agreement:

1) If Consultant fails to provide services called for by this Agreement within the time specified, or

2) If Consultant fails to perform any of the other provisions of this Agreement, or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten days or such other period as City may authorize.

C. If City terminates this Agreement, it shall pay Consultant for all undisputed invoices tendered for services provided prior to the date of termination.

D. Damages for breach of Agreement shall be those allowed by Oregon law, reasonable and

necessary attorney fees, and other costs of litigation at trial and upon appeal.

11. Non-Waiver

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

12. Notice

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

IF TO CITY OF NEWPORT

Chris Janigo, PE
Interim City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365
541-574-3366
c.janigo@newportoregon.gov

IF TO CONSULTANT:

Chris Beatty
Associate/Project Manager
Harper Houf Peterson Righellis, Inc
205 SE Spokane St., Suite 200
Portland, OR 97202
503-221-1131
chrisb@hhpr.com

The date of deposit in the mail shall be the notice date for first class mail. All other notices, bills and payments shall be effective at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

13. Merger

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

14. Force Majeure

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

15. Non-Discrimination

Consultant agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations. By way of example only, Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

16. Errors

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

17. Extra Work

Extra work or work on Contingency Tasks is not authorized unless the City authorizes the additional or contingency work in writing. Failure of Consultant to secure written authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to unauthorized extra work and Consultant shall be entitled to no compensation for the performance of any extra work not authorized in writing.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. Any action or suits involving any question arising under this Agreement 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.

19. Compliance with Applicable Law

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement, including but not limited to those set forth in ORS 279A, 279B and 279C. While all required contractual provisions are included in Exhibit B, Consultant shall be familiar with and responsible for compliance with all other applicable provisions of the Oregon Public Contracting Code.

20. Conflict Between Terms

This document shall control in the event of any conflict in terms between this document and the RFP and/or proposal.

21. Access to Records

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

22. Audit

Consultant shall maintain records to assure conformance with the terms and conditions of this

Agreement, and to assure adequate performance and accurate expenditures within the Agreement period. Consultant agrees to permit City or its duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

23. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.

24. Industrial Accident Fund Payment

Consultant shall pay all contributions or amount due the Industrial Accident Fund that Consultant or subcontractors incur during the performance of this Agreement.

25. Arbitration

All claims, disputes, and other matters in question between the City and Consultant arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with the Oregon Uniform Arbitration Act, ORS 36.600, et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Lincoln County Circuit Court will establish rules to govern the arbitration.

A claim by Consultant arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the City Board at the Board's next regularly scheduled meeting. At that meeting the Board will render a written decision approving or denying the claim. If the claim is denied by the Board, the Consultant may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the City Board has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Board's decision being binding upon the City and Consultant.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement, subject to applicable statutes of limitation, except as set forth above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Consultant to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

26. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Consultant agrees to pay City's attorney fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party

27. Complete Agreement

This Agreement and any exhibit(s) hereto and any and all Task Orders executed by the parties constitute the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Any waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. In the event of a conflict between the documents comprising this Agreement, interpretation shall occur in the following manner: 1) each individual Task Order; 2) this Agreement and any exhibits hereto; and 3) the RFP and Response. The following exhibits are attached to and incorporated into this Agreement:

A. Exhibit A – Consultant's Fee Schedule

B. Exhibit B – Oregon Public Contracting Code/required contractual provisions

C. Exhibit C – Consultant of Record RFP and Consultant's Proposal

28. Miscellaneous

A. Consultant agrees that news releases and other publicity relating to the subject of this Agreement will be made only with the prior written consent of City.

B. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of City when using, having access to, or creating systems for any of City's computers, data, systems, personnel, or other information resources.

C. Consultant will include in all contracts with subcontractors appropriate provisions as required by ORS 279C.580.

D. Consultant will comply with environmental and natural resources regulations as set forth in ORS 279B.225 and regulations relating to the salvaging, recycling, composting or mulching yard waste material, and salvage and recycling of construction and demolition debris as set forth in ORS 279B.225 and 279C.510.

By their signatures hereunder, the parties acknowledge they have read and understand this Agreement and agree to be bound by its terms. This Agreement is effective on the date last signed below by a party below:

CITY OF NEWPORT:

Spencer R. Nebel, City Manager

Date: 04-09-21

Harper Houf Peterson Righellis, Inc.:

By: CYRUS A. BEATT

Its: Associate Principal

Date: 2-26-21

EXHIBIT A
CONSULTANT'S FEE SCHEDULE

EXHIBIT B
Oregon Public Contracting Requirements
ORS CHAPTERS 279B AND 279C REQUIREMENTS

(1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1); 279C.505(1)(a)

(2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2); 279C.505(1)(b)

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3); 279C.505(1)(c)

(4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279B.220(4); 279C.505(1)(d)

(5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid. ORS 279C.515

(6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1); 279C.530(1)

(7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2); 279C.530(2)

(8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3); 279C.520(3)

(9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2); 279C.520(2)

(10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430

(11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

(12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

(13) Contractor certifies that it has not discriminated against minorities, women, service-disabled veterans, or emerging small business or disadvantaged business enterprises in obtaining any required subcontractors. ORS 279A.110

(14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds $10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120

EXHIBIT C

Consultant of Record RFP and Consultant's Proposal

CONSULTANT OF RECORD PROFESSIONAL SERVICES AGREEMENT
Integration Services

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and The Automation Group, an Oregon corporation, which is registered to practice Integration Engineering in the State of Oregon (Consultant).

RECITALS

A. Pursuant to City Rule 137-048-0220, the City of Newport (City) solicited proposals for professional Consulting services to assist the City in Civil Engineering, Geotechnical, Architecture and Other Related Professional Services.

B. After reviewing all proposals, the City has selected The Automation Group (Consultant) as a Consultant of Record to provide the proposed services.

C. Consultant is willing and qualified to perform such services.

TERMS OF AGREEMENT

1. Consultant's Scope of Services

Consultant shall perform professional Consulting services related to Integration Services. The City is free to utilize other Consultants or consultants as it deems appropriate.

2. Effective Date and Duration

This agreement is effective on execution by both parties and shall expire, unless otherwise terminated or extended, after three years. The parties may extend the term by mutual agreement.

3. Consultant's Fee and Schedules

A. Fee

Fees for services under this Agreement shall be based on time and materials and pursuant to the rates shown in Exhibit A. Consultant may increase the rates shown in Exhibit A on an annual basis, subject to the written approval of the City. Consultant will alert the City when Consultant is increasing its fees. Consultant will bill for progress payments on a monthly basis. In order to determine the maximum monetary limit for each task, Consultant will submit a schedule and a labor hour estimate based on the rates shown in Exhibit A. Consultant will invoice monthly progress payments based on actual time worked on the project. The maximum monetary limit will not be exceeded without prior written approval by the City. Projects partially completed may be paid for in proportion to the degree of completion.

Consultant will be reimbursed for direct charges such as the cost of printing, postage, delivery services, and subconsultant fees. Unless specifically noted in the Task Order, direct charges will be billed at cost without any markup. Office expenses such as computer cost, telephone calls, and

overhead expenses are incidental and are included in the hourly rates shown in Exhibit A.

B. Payment Schedule for Basic Fee

Payments shall be made within 30 days of receipt of monthly billings based on the work completed. Payment by the City shall release the City from any further obligation for payment to the Consultant for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

C. Payment for Contingency Tasks

When agreed to in writing by the City, the Consultant shall provide services described as Contingency Tasks in a Task Order.

D. Certified Cost Records

Consultant shall furnish certified cost records for all billings to substantiate all charges. Consultant's accounts shall be subject to audit by the City. Consultant shall submit billings in a form satisfactory to the City. At a minimum, each billing shall identify the Task Order under such work is performed, work completed during the billing period, percentage of work completed to date, and percentage of budget used to date for each task.

E. Identification

Consultant shall furnish to the City its employer identification number.

F. Payment – General

1) Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

2) Consultant shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime. Any subcontractors utilized by Consultant under this Agreement will be paid according to the then prevailing wage.

3) Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

4) Consultant shall make payments promptly, as due, to all persons supplying services or materials for work covered under this contract. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on any account of any service or materials furnished.

5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Consultant, sub-consultant or subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due to the Consultant. The payment of the claim in this manner shall not relieve Consultant or its surety from obligation with respect to any unpaid claims.

G. Schedule

Consultant shall provide services under this Agreement in accordance with the Project Schedule.

4. Ownership of Plans and Documents: Records; Confidentiality

A. Definitions. As used in this Agreement, the following terms have the meanings set forth below:

1) Consultant Intellectual Property means any intellectual property owned by Consultant and developed independently from this Agreement that is applicable to the Services or included in the Work Product.

2) Third Party Intellectual Property means any intellectual property owned by parties other than City or Consultant that is applicable to the Services or included in the Work Product.

3) Work Product means the Services Consultant delivers or is required to deliver to City under this Agreement. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

B. Work Product

1) Except as provided elsewhere in this Agreement, all Work Product created by Consultant pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of City. City and Consultant agree that such original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. To the extent that City is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's

reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in City. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

2) In the event Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of City to authorize contractors, Consultants and others to use Consultant Intellectual Property, for the purposes described in this Agreement.

3) In the event Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on City's behalf and in the name of City, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of City to authorize contractors, Consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.

4) In the event Work Product created by Consultant under this Agreement is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of City to authorize contractors, Consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Agreement.

5) In the event Work Product created by Consultant under this Agreement is a derivative work based on Third Party Intellectual Property, or a compilation that includes Third Party Intellectual Property, Consultant shall secure on City's behalf and in the name of City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property, including the right to authorize contractors, Consultants and others to use the pre-existing elements of the Third Party Intellectual Property, for the purposes described in this Agreement.

6) To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, Consultant shall be indemnified and held harmless by City from liability arising out of re-use or alteration of the Work Product by City which was not specifically contemplated and agreed to by the Parties in this Agreement.

7) Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

C. Confidential Information

1) Consultant acknowledges that it or its employees, Sub-Consultants, subcontractors or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is the confidential information of City or City's residents. Any and all information provided by City and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-Consultants, subcontractors or agents in the performance of this Agreement shall be deemed to be confidential information of City ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that City designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by City to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (d) is obtained from a source other than City without the obligation of confidentiality; (e) is disclosed with the written consent of City; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information; or (g) is required to be disclosed by law, subpoena, or other court order.

2) Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to City under this Agreement, and to advise each of its employees, Sub-Consultants, subcontractors and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise City immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of City or Consultant against any such person. Consultant agrees that, except as directed by City, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement, and that upon termination of this Agreement or at City's request, Consultant will turn over to City all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

3) Consultant acknowledges that breach of this Section 4, including disclosure of any

Confidential Information, will give rise to irreparable injury to City that is inadequately compensable in damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of this Section 4, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of City and are reasonable in scope and content.

5. Assignment/Delegation

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other. If City agrees to assignment of tasks to a subcontractor, Consultant shall be fully responsible for the acts or omissions of any subcontractors. Any approval of a subcontractor does not create a contractual relationship between the subcontractor and City.

6. Consultant is Independent Contractor

A. The City's project director, or designee, shall be responsible for determining whether Consultant's work product is satisfactory and consistent with this Agreement, but Consultant is not subject to the direction and control of the City. Consultant shall be an independent contractor for all purposes and shall not be entitled to compensation other than the compensation provided for under Section 3 of this Agreement. The City's acceptance of the work product as satisfactory does not relieve the Consultant from responsibility for any errors in the work product.

B. Consultant is an independent contractor and not an employee of City. Consultant acknowledges Consultant's status as an independent contractor and acknowledges that Consultant is not an employee of the City for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Consultant to provide services under this Agreement are employees of Consultant and not of City. Consultant acknowledges that it is not entitled to benefits of any kind to which a City employee is entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of the Agreement, to the full extent of any benefits or other remuneration Consultant receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make as a result of the finding.

C. The Consultant represents that no employee of the City or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

D. Consultant and its employees, if any, are not active members of the Oregon Public Employees Retirement System.

E. Consultant certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

F. Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. Indemnity

A. The City has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Agreement. Consultant represents to the City that the work under this Agreement will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the Civil Engineering profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of an Consultant's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Consultant of any responsibility for design deficiencies, errors or omissions.

B. Consultant shall defend, hold harmless and indemnify the City, its officers, agents, and employees from all claims, suits, or actions to the extent caused by the alleged negligent or otherwise wrongful acts or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees under this Agreement. This indemnification does not extend to indemnification for negligent or otherwise wrongful acts or omissions of the City. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

C. Consultant shall save and hold harmless the City, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, to the extent caused by the professional negligent acts, errors or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees in performance of professional services under this Agreement. Any design work by Consultant that results in a design of a facility that does not comply with applicable laws including accessibility for persons with disabilities shall be considered a professionally negligent act, error or omission.

D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Consultant, regardless of the type of claim made against the City. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Consultant unrelated to the quality of professional services provided by Consultant.

8. Insurance

Consultant and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement as detailed in this section. The insurance shall cover all risks arising

directly or indirectly out of Consultant's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Consultant and its subcontractors shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form with policy limits of at least per occurrence. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement in an amount of $2,000,000.

B. Professional Liability

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall not be less than $1,300,000, or the equivalent. Annual aggregate limit shall not be less than $2,000,000 and filed on a "claims-made" form.

C. Commercial Automobile Insurance

Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than $1,300,000.

D. Workers' Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage.

E. Additional Insured Provision

The Commercial General Liability Insurance Policy shall include the City its officers, directors, and employees as additional insureds with respect to this Agreement. Coverage will be endorsed to provide a per project aggregate.

F. Extended Reporting Coverage

If any of the liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this Agreement to a duration of 24 months or the maximum time period the Consultant's insurer will provide if less than 24 months. Consultant will be responsible for furnishing certification of Extended Reporting coverage as described or

continuous "claims made" liability coverage for 24 months following Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this Agreement. Coverage will be endorsed to provide a per project aggregate.

G. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days' written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days' notice of cancellation provision shall be physically endorsed on to the policy.

H. Insurance Carrier Rating

Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

I. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Consultant shall furnish a Certificate of Insurance to the City. No Agreement shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the address below ten days prior to coverage expiration.

J. Primary Coverage Clarification

The parties agree that Consultant's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Copy of Policy or Certificate of Insurance

A cross-liability clause or separation of insureds clause will be included in the general liability policy required by this Agreement. Consultant shall furnish City with at least 30-days written notice of cancellation of, or any modification to, the required insurance coverages. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Chris Janigo, PE
Acting City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365

Thirty days' cancellation notice shall be provided City by certified mail to the name at the address

listed above in event of cancellation or non-renewal of the insurance. The procuring of the required insurance shall not be construed to limit Consultant's liability under this agreement. The insurance does not relieve Consultant's obligation for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

9. Termination Without Cause

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Consultant. If City terminates the Agreement pursuant to this section, Consultant shall be entitled to payment for services provided prior to the termination date.

10. Termination with Cause

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

1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.

2) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

3) If any license or certificate required by law or regulation to be held by Consultant, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

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

B. City, by written notice of default (including breach of Agreement) to Consultant, may terminate this Agreement:

1) If Consultant fails to provide services called for by this Agreement within the time specified, or

2) If Consultant fails to perform any of the other provisions of this Agreement, or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten days or such other period as City may authorize.

C. If City terminates this Agreement, it shall pay Consultant for all undisputed invoices tendered for services provided prior to the date of termination.

D. Damages for breach of Agreement shall be those allowed by Oregon law, reasonable and

necessary attorney fees, and other costs of litigation at trial and upon appeal.

11. Non-Waiver

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

12. Notice

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

IF TO CITY OF NEWPORT

Chris Janigo, PE
Interim City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365
541-574-3366
c.janigo@newportoregon.gov

IF TO CONSULTANT:

Gary Jenks
President / Owner
The Automation Group, Inc
4678 Isabelle Street
Eugene, OR 97402
541-912-3766
gjenks@tag-inc.us

The date of deposit in the mail shall be the notice date for first class mail. All other notices, bills and payments shall be effective at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

13. Merger

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

14. Force Majeure

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

15. Non-Discrimination

Consultant agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations. By way of example only, Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

16. Errors

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

17. Extra Work

Extra work or work on Contingency Tasks is not authorized unless the City authorizes the additional or contingency work in writing. Failure of Consultant to secure written authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to unauthorized extra work and Consultant shall be entitled to no compensation for the performance of any extra work not authorized in writing.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. Any action or suits involving any question arising under this Agreement 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.

19. Compliance with Applicable Law

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement, including but not limited to those set forth in ORS 279A, 279B and 279C. While all required contractual provisions are included in Exhibit B, Consultant shall be familiar with and responsible for compliance with all other applicable provisions of the Oregon Public Contracting Code.

20. Conflict Between Terms

This document shall control in the event of any conflict in terms between this document and the RFP and/or proposal.

21. Access to Records

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

22. Audit

Consultant shall maintain records to assure conformance with the terms and conditions of this

Agreement, and to assure adequate performance and accurate expenditures within the Agreement period. Consultant agrees to permit City or its duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

23. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.

24. Industrial Accident Fund Payment

Consultant shall pay all contributions or amount due the Industrial Accident Fund that Consultant or subcontractors incur during the performance of this Agreement.

25. Arbitration

All claims, disputes, and other matters in question between the City and Consultant arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with the Oregon Uniform Arbitration Act, ORS 36.600, et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Lincoln County Circuit Court will establish rules to govern the arbitration.

A claim by Consultant arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the City Board at the Board's next regularly scheduled meeting. At that meeting the Board will render a written decision approving or denying the claim. If the claim is denied by the Board, the Consultant may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the City Board has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Board's decision being binding upon the City and Consultant.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement, subject to applicable statutes of limitation, except as set forth above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Consultant to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

26. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Consultant agrees to pay City's attorney fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party

27. Complete Agreement

This Agreement and any exhibit(s) hereto and any and all Task Orders executed by the parties constitute the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Any waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. In the event of a conflict between the documents comprising this Agreement, interpretation shall occur in the following manner: 1) each individual Task Order; 2) this Agreement and any exhibits hereto; and 3) the RFP and Response. The following exhibits are attached to and incorporated into this Agreement:

A. Exhibit A – Consultant's Fee Schedule

B. Exhibit B – Oregon Public Contracting Code/required contractual provisions

C. Exhibit C – Consultant of Record RFP and Consultant's Proposal

28. Miscellaneous

A. Consultant agrees that news releases and other publicity relating to the subject of this Agreement will be made only with the prior written consent of City.

B. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of City when using, having access to, or creating systems for any of City's computers, data, systems, personnel, or other information resources.

C. Consultant will include in all contracts with subcontractors appropriate provisions as required by ORS 279C.580.

D. Consultant will comply with environmental and natural resources regulations as set forth in ORS 279B.225 and regulations relating to the salvaging, recycling, composting or mulching yard waste material, and salvage and recycling of construction and demolition debris as set forth in ORS 279B.225 and 279C.510.

By their signatures hereunder, the parties acknowledge they have read and understand this Agreement and agree to be bound by its terms. This Agreement is effective on the date last signed below by a party below:

CITY OF NEWPORT:

Spencer R. Nebel, City Manager

Date: 04-09-21

The Automation Group, Inc:

By: _____

Its: Controller

Date: 2/19/2021

EXHIBIT A
CONSULTANT'S FEE SCHEDULE

2021 TAG Rates

- **Programming – HMI/OIT: $142.50**
- **Instrument Calibration: $142.50**
- **Engineering-Design: $150.00**
- **Panel Shop Labor: $ 71.50**
- **Electrical: $ 98.00**
- **Mechanical: $125.00**
- **Fab Shop Labor: $ 93.50**
- **Admin/Purchasing: $ 71.50**

- **Straight Time:** 8:00am to 4:30 pm, Monday thru Friday. Swing or Graveyard work can be prearranged at straight time rates if required for customer.

- **Over Time:** After 4:30pm (or after 8 hours) Weekdays and all day Saturdays & Sundays. (Time & ½ x straight time rates.)

- **Double Time:** Holidays (2 x straight time rate.)

TAG Charges hourly service rate from Portal to Portal
Services are rendered in half-hour increments only with a 2 hour minimum billing charge, unless otherwise noted or arranged.

- **Expenses:** *Expenses of transportation (ie…airline tickets, rental cars, taxis) will be billed at cost plus 10% processing fees.*

- **Standard Per Diem Rates:** **$150/per night lodging and $50/per day for meals.**

Standard Fuel/Mileage Rates:

- Round Trip from TAG office up to 50 Miles = $30.00
- Round Trip from TAG office up to 100 miles = $60.00
- Round Trip from Tag Office *Over 100 miles at $0.59 per Mile

EXHIBIT B
Oregon Public Contracting Requirements
ORS CHAPTERS 279B AND 279C REQUIREMENTS

(1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1); 279C.505(1)(a)

(2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2); 279C.505(1)(b)

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3); 279C.505(1)(c)

(4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279B.220(4); 279C.505(1)(d)

(5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid. ORS 279C.515

(6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1); 279C.530(1)

(7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2); 279C.530(2)

(8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3); 279C.520(3)

(9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2); 279C.520(2)

(10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430

(11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

(12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

(13) Contractor certifies that it has not discriminated against minorities, women, service-disabled veterans, or emerging small business or disadvantaged business enterprises in obtaining any required subcontractors. ORS 279A.110

(14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds $10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120

EXHIBIT C

Consultant of Record RFP and Consultant's Proposal

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
The Automation Group, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4678 Isabelle Street

Requester's name and address (optional)

6 City, state, and ZIP code
Eugene, OR 97402

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
2 0 - 5 7 6 6 9 0 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 2/07/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
KPD Insurance, Inc.
PO Box 784
Springfield OR 97477

CONTACT NAME:
PHONE (A/C, No. Ext): 541-741-0550 FAX (A/C, No): 541-741-1674
E-MAIL ADDRESS: wc-certs@kpdinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SAIF Corp	36196
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED AUTOGRO02W
The Automation Group, Inc.
dba Ergo Dynamics; dba Delta Operations;
dba TAG Worldwide, Inc.
4678 Isabelle St
Eugene OR 97402

COVERAGES **CERTIFICATE NUMBER:** 757845555 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	747076	1/1/2021	1/1/2022	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: All Operations

CERTIFICATE HOLDER

City of Newport
169 SW Coast Highway
Newport OR 97365

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Diana M Burnette

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
KPD Insurance, Inc.
PO Box 784
Springfield OR 97477

CONTACT NAME:
PHONE (A/C, No. Ext): 541-741-0550 FAX (A/C, No): 541-741-1674
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security	24082
INSURER B : Ohio Casualty	24074
INSURER C : Navigator's Specialty Ins Co	36056
INSURER D : Traveler's Prop Cas Co of Amer	25674
INSURER E :	
INSURER F :	

INSURED
The Automation Group, Inc.
4678 Isabelle St
Eugene OR 97402

COVERAGES **CERTIFICATE NUMBER:** 1505586229 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	BKS54916816	10/29/2020	10/29/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	BAO54916816	10/29/2020	10/29/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			USO54916816	10/29/2020	10/29/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000						Prod/Compl Ops Agg	$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Installation Floater			BKS54916816	10/29/2020	10/29/2021	$100,000 Limit	$500 Deductible
C	Professional Liability			CE20MPL0BRTANIC	10/29/2020	10/29/2021	$2,000,000 Per Claim	$4,000,000 Agg
D	Excess Liability			ZUP51N3963921NF	2/3/2021	10/29/2021	$2,000,000 Per Occur	$2,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Pollution Liability - Effective 10/29/2020 to 10/29/2021 - Westchester Surplus Lines Insurance Co. Policy #G70917373003
$2,000,000 Limit Each Pollution Condition/ $2,000,000 Pollution General Aggregate - $5,000. Retention.
Addl Info: Professional Liability - $10,000 Deductible, Claims Made Coverage
Addl Info: Excess Liability - Follows form over $5M Umbrella Liability - $0 Retention
Cyber Liability - Effective 2/3/21 to 10/29/21 - Lloyds of London, Policy #W2DF3F210101, $5M Limit/$5M Aggregate, $10,000 Retention
Extended Reporting 4 months
RE: All Operations
City of Newport its officers, directors, and employees are included as Additional Insured in respects to General Liability, as required by written contract,
See Attached...

CERTIFICATE HOLDER

City of Newport
169 SW Coast Highway
Newport OR 97365

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kyle Hall

AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY KPD Insurance, Inc.	NAMED INSURED The Automation Group, Inc. 4678 Isabelle St Eugene OR 97402
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

agreement or permit, per form CG8810 (04/13), which includes Primary & Non-Contributory and Waiver of Subrogation, Per-Project Aggregate applies per from CG8870 12/08, and for Auto Liability per form AC8501 06/18.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

SECTION I - COVERED AUTOS is amended as follows:

1. **TRAILERS - INCREASED LOAD CAPACITY**

   The following replaces Paragraph **C.1. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** of **SECTION I - COVERED AUTOS:**

   "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

SECTION II - LIABILITY COVERAGE is amended as follows:

2. **NEWLY FORMED OR ACQUIRED SUBSIDIARIES**

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. - Who Is An Insured** is amended to include the following as an "insured":

d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

(1) Is a partnership or joint venture; or

(2) Is an "insured" under any other automobile policy except a policy written specificall y to apply in excess of this policy; or

(3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision **d.** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

3. **EMPLOYEES AS INSUREDS**

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".

f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

4. **ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT**

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

(1) Only with respect to the operation, maintenance or use of a covered "auto";

(2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and

(3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

5. **SUPPLEMENTARY PAYMENTS**

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs **(2)** and **(4)** are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

7. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III - PHYSICAL DAMAGE COVERAGE,** is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

a. You hire, rent or borrow; or

b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:

(1) $50,000; or

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.

b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

d. Subject to a maximum of $1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.

e. This coverage extension does not apply to:

(1) Any "auto" that is hired, rented or borrowed with a driver; or

(2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

8. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph **A.2. Towing,** is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

a. For private passenger type vehicles, we will pay up to $75 per disablement.

b. For "light trucks", we will pay up to $75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.

c. For "medium trucks" , we will pay up to $150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

9. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III - PHYSICAL DAMAGE COVERAGE,** is amended to provide a limit of $50 per day and a maximum limit of $1,500.

10. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

a. We will pay up to $75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."

b. Rental Reimbursement requires the rental of a comparable or lessor vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.

c. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.

d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension.**

f. No deductible applies to this coverage.

g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **12.B.**

11. EXTRA EXPENSE - BROADENED COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage,** we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is $1,000.

12. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

13. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

14. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

15. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph **a.** of the exception to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

Exclusions **4.c.** and **4.d.** do not apply to:

a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:

(1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and

(2) Designed to be solely operated by use from the power from the "auto's" electrical system; and

(3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a $100 deductible.

16. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

A. Paragraph **C. Limit Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:

a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";

b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;

c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

d. Transfer or rollover balances from previous loans or leases;

e. Final payment due under a "Balloon Loan";

f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";

g. Security deposits not refunded by a lessor;

h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";

i. Any amount representing taxes;

j. Loan or lease termination fees; or

2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

C. **SECTION V - DEFINITIONS** is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

17. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

18. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

a. In the charge of an "insured";

b. Legally parked; and

c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

19. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE,** if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible:**

a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or

b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible , it will be reduced by the amount of the smaller (or smallest) deductible; or

c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

21. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.2.a.** is replaced in its entirety by the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) Member, if you are a limited liability company;

(4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

(a) How, when and where the "accident" or "loss" took place;

(b) The "insureds" name and address; and

(c) The names and addresses of any injured persons and witnesses.

22. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us,** is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

23. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **B.7. Policy Period, Coverage Territory,** is amended by the addition of the following:

f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

24. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

25. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS,** Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**, Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**, Subparagraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

2. The following is added to **Section IV - Commercial General Liability Conditions**, Condition **4. Other Insurance**, Paragraph **b. Excess Insurance**:

   The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:**

   a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

   Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

   (i) Premises rented to you for a period of 7 or fewer consecutive days; or

   (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

   Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

   A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance.**

b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments,** Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B,** Paragraph **1.b.** is replaced by the following:

b. Up to **$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

b. Premises or facilities rented by you or used by you; or

c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:

(1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;

(2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".

(3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

   This insurance does not apply to:

   a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.

   b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.

   c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

   d. "Bodily injury" or "property damage" occurring after:

      (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

      (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

   e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

   a. Required by the contract or agreement; or

   b. Available under the applicable Limits of Insurance shown in the Declarations;

   whichever is less.

   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition **4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to Paragraph **a. Primary Insurance:**

   If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. **ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

   An additional insured under this endorsement will as soon as practicable:

   a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

   b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

   c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

   d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. **WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE**
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

   (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

   (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;

   (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or

   (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
   b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
   d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **6. Representations:**

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph **1.** of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition **3.** is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

Why We Are Using the Latest ACORD 25 Certificate of Insurance

***Note:** The underlined sentences below should only be used in states that require certificates to be filed. Be sure to check each statement below to make sure that it accurately reflects your state laws and agency/company agreements. Then delete this paragraph and any other inapplicable comments before providing a copy of this form to a certificate requestor.*

In September 2009, ACORD revised the ACORD 25 Certificate of Insurance form. One of the major changes was the removal of the cancellation notice provision. For the following reasons, we are unable to issue an older edition of this form, modify the current form, or complete a proprietary form you provide:

- ACORD certificate forms must be filed and approved for use in our state. When a new form is approved, prior versions can no longer be used. Therefore, it is illegal for us to issue anything other than the currently approved ACORD form.
- Notice of cancellation is a policy right, not an unregulated service. No insurer shown on this certificate is able to provide the cancellation notice you desire by endorsement. For example, the *insured* can cancel immediately, so it would be impossible for the insurer to give you the notice you request. State law also grants the insurer the right to cancel for reasons such as nonpayment with less notice than you require.
- For the reason just cited, if our agency were to issue a certificate that provides the cancellation notice you request, we would do so with the full knowledge that it would be impossible to actually give that amount of notice under certain circumstances. As such, the certificate could be alleged to constitute a misrepresentation or fraud which could subject our agency and staff to serious civil and criminal penalties.
- If a certificate purports to provide a policy right different from that provided by the policy itself, then the certificate effectively purports to be a policy form. Policy forms must be filed and approved by our state department of insurance. Use of nonfiled policy forms is illegal and could result in legal sanctions distinct from the assertion that the certificate is fraudulent.
- Under the ACORD Corporation's licensing agreement, the prior editions of superseded forms can be used for one year from the time the new forms are introduced. Beginning in September 2010, this is another reason we cannot use an older edition of the ACORD 25. Doing so would violate ACORD's licensing agreement and, as a copyrighted document, federal copyright law.
- Likewise, we are unable to modify the new certificate to add a notice of cancellation. ACORD forms are designed to be completed, not altered. ACORD's Forms Instruction Guide says that a certificate should not be used "To waive rights...To quote wording from a contract...To quote any wording which amends a policy unless the policy itself has been amended." Also, since our state requires ACORD forms to be filed, any alteration to a filed form would require its refiling. In addition, our insurance company contracts only allow us to issue unaltered ACORD forms.
- We are often asked to issue proprietary certificates provided by the certificate requestor. Again, our insurance company contracts only allow us to issue unaltered ACORD forms. In addition, our state requires the filing of all certificates of insurance and has very specific regulatory guidelines on certificate language. Many proprietary certificates include broad, vague or ambiguous language that may or may not be incompliance with state laws, regulations, and insurance department directives. Therefore, we cannot issue any proprietary certificates that have not been reviewed by our state insurance department.

You may be interested in how the City of Atlanta, Georgia is now reportedly dealing with this issue based on a very detailed study they conducted in 2008.

http://tinyurl.com/26quax8

We appreciate your understanding of the legal restrictions on our ability to fully comply with your request.

CITY MANAGER REPORT AND RECOMMENDATIONS

Meeting Date: April 01, 2024

Agenda Item:
Award of Insurance Agent of Record Contract for the City of Newport, to WHA Insurance Agency from 2024 to 2029

Background

A request for proposal was issued for insurance agent of record. Four responses were received from qualified insurance agencies being: Arthur J. Gallagher Rick Management Services, Inc. (Gallagher), Hub International Northwest, Inc. (Hanson Group), Marsh and McClennan Agency (previously known as Payne West), Wilson-Heirgood Associates (WHA Insurance Agency).

Insurance agent of record serves as the City's insurance agent/broker, for its property, and liability insurances and workers compensation through CIS/SAIF, or other carriers. Typically, the agencies also assist the City with risk management items (claims, inspections, reducing liability and other similar services throughout the year), insurance certificate review, contract review, and trainings such as safe driver trainings for individuals operating City vehicles. The agent of record also helps make recommendations to City staff on insurance coverages, and premium levels. Payne West served as the City insurance agent from approximately 2013 to 2023. The City selected Hub Northwest during a proposal solicitation in 2023. One concern with the annual insurance renewal process, is that coverages are bound on a fiscal year basis, with the bulk of renewal work typically taking place prior to the start of a fiscal year. This can lead to situations in which a broker does the work to place coverage, but may not necessarily receive the compensation for that work due to timing.

In many cities across Oregon, CIS is chosen as the insurance trust for property, liability and in many cases cyber coverage. SAIF generally handles workers compensation coverages, with a commission structure. Other specialty carriers are selected as needed. CIS elects to provide a 10% standard commission to agents of record, unless a City elect to do a fee-based program. In the case of Newport, the City has elected to go with a negotiated fee-based structure historically, which has resulted in cost savings over the standard CIS commission rate. Other policies of the City of Newport are a standard commission-based structure.

In the RFP proposals were evaluated on the following criteria:

a. Experience and Qualifications-40%

b. Public Sector Pool Experience-30%

c. Compensation-10%

d. References-20%

According to the City of Newport Public Contracting Rules under E-18 Liability Insurance Contracts

Contracts for insurance where either the annual or aggregate premium exceeds $25,000 must be let using one of the following procedures:

(1) Agent of Record: Contracting Agency may appoint a licensed insurance agent ("agent of record") to perform insurance services in connection with more than one insurance contract. Among the services to be provided is the securing of competitive proposals from insurance carriers for all coverages for which the agent of record is given responsibility.

(a) Prior to the selection of an agent of record, Contracting Agency shall make reasonable efforts to inform known insurance agents in the competitive market area that it is considering such a selection. Such efforts may include one or more of the following methods: direct mailed notice, publishing notice in a newspaper of general circulation, or posting notice on Contracting Agency's website. Any such notice shall generally describe the nature of the insurance that the Contracting Agency will require.

(b) Any appointment period shall not exceed five years. Agents may serve more than one appointment period. Agents must qualify for appointment prior to each period as if each appointment period were the first.

(c) In selecting an agent of record, Contracting Agency shall select the agent(s) most likely to perform the most cost-effective services.

(2) Specific Proposals for Insurance Contracts: Contracting Agency may solicit proposals from licensed insurance agents or licensed insurers for the purpose of acquiring specific insurance contracts subject to the following conditions:

(a) Contracting Agency shall make reasonable efforts to inform known insurance agents or insurers in the competitive market area of the subject matter of the contract, and to solicit proposals for providing the services required in connection with the contract. Such efforts may include one or more of the following methods: direct mailed notice, publishing notice in a newspaper of general circulation, or posting notice on Contracting Agency's website.

(b) Contracting Agency shall select an agent or insurer on the basis of the most competitive offer considering coverage, premium cost, and service to be provided.

A review panel of Barb James, Human Resources Director, Erik Glover, Assistant City Manager/City Recoder, and Spencer Nebel, City Manager reviewed and scored RFP responses. WHA scored highest on the reviewed RFP responses. In addition, they service Lincoln County and the Port of Newport, which illustrates a substantial direct local knowledge of the unique intricacies of risk management in a central Oregon coastal community.

The WHA proposal was the most cost effective proposal submitted.

Recommendation:

I recommend the City Council, acting as the Local Contract Review Board, consider the following motion:

I move to authorize the City Manager to enter into an insurance agent of record contract with WHA Insurance Agency for a five-year term, in the amount of $12,500 per year for CIS coverages, and standard commissions on other policies, subject to a 7 day notice to protest period and subject to review of agreement by City Attorney.

Fiscal Effects:

This project is funded in the current year budget.

Alternatives:

None recommended.

Respectfully submitted,

Erik S. Glover

Erik Glover, Assistant City Manager/City Recorder,
on behalf of:

Spencer R. Nebel, City Manager

City of Newport

REQUEST FOR PROPOSAL
FOR

INSURANCE AGENT OF RECORD
SERVICES

City of Newport
City Hall
169 SW Coast Highway
Newport, OR 97365

Telephone: 541-574-0613

DUE DATE & TIME
March 20, 2024 at 12:00PM

I. GENERAL INFORMATION:

City of Newport (City) is seeking written proposals from qualified insurance agents to serve as the Agent of Record for the City's risk management program; property, casualty, liability, and auto insurance and for employee insurance and related benefit programs; cyber liability, workers' compensation, medical including vision and prescription coverage, dental, long term disability, life and other risk management services. The term will begin with review of existing insurances and placement of coverage for the City of Newport effective with the fiscal year beginning July 1, 2024. It is expected, the agent of record will be providing renewal services through the fiscal year beginning July 1, 2029 and providing claims and loss prevention services through June 30, 2030.

The Agent of Record should be fully qualified to work with City County Insurance Services (CIS), SAIF, VFIS, Chubb, and Evolve MGA Cyber, and other qualified providers, and prepared to provide extensive services and support in the areas listed for a minimum of award date to contract end.

City of Newport City Hall must receive the proposal by **12:00p.m. on March 20, 2024.** Proposals should be delivered by e-mail, mail or in person to the following address:

City of Newport/e.glover@newportoregon.gov
Attention: Erik Glover, Assistant City Manager/City Recorder
169 SW Coast Highway
Newport, OR 97365

Proposals received after the specified date and time will not be given further consideration.

Contract approval is scheduled for on or after April 01, 2024. All dates are tentative and subject to change at City's discretion.

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of the content.

Proposals shall be firm for a period of thirty (30) days after the closing date. Each responding proposer may withdraw their proposal if it has not been accepted within thirty (30) days from the RFP closing date.

The award of this contract will be made by the City on the basis of the proposal which, in the City's sole and absolute judgment, will best serve the best interests and needs of the City. The City reserves the right to accept or reject any or all the proposals, and waive any informalities and irregularities in said proposals.

All proposers must provide the information requested in Section III, Proposal Submission Requirements. Failure to respond to any or all requested information may result in disqualification by the City.

Questions, interpretations or clarifications of this RFP must be requested in writing. All questions should be directed to Erik Glover, Assistant City Manager. All questions are due by 12:00PM on March 12, 2024. Send questions to e.glover@newportoregon.gov

II. ANTICIPATED RFP SCHEDULE

ACTION	DATE
Issue RFP	March 1, 2024 12:00 PM
Final Questions Due	March 12, 2024 12:00 PM
Proposals Due	March 20, 2024 12:00 PM
Award	On or After/Monday April 1, 2024

III. PROPOSAL SUBMISSION REQUIREMENTS:

The proposing agent shall be responsible for preparing an effective, clear, and concise proposal. The proposals must include the following minimum information:

1. **Letter of Transmittal:** All Proposals must include a cover letter signed by a person legally authorized to bind the applicant to its proposal. The cover letter must include name of the agency, broker and/or agent of record, address, telephone and fax numbers of the agency and email address of the person(s) who are authorized to represent the proposer.
2. **Experience and Qualifications:** List the key personnel and qualifications relative to the scope of work (Exhibit A) of this RFP; including but not limited to a description of education, certificates or licenses, professional background, experience, skills, expertise and training.
3. **Response to Scope of Work:** A statement of how the Agent will provide services and address the scope of work (Exhibit A) of this RFP.
4. **Compensation:** Discussion of proposed method of compensation. Proposer should submit a flat rate/fixed fee for their services. In the event policy/program utilizes a commission amount, list those amounts.
5. **Additional Services:** Provide descriptions of any other services the Agent would propose to include within the base cost of the proposal.

6. **References:** Provide a representative listing of municipal governments for whom the Proposer is currently or has previously provided Risk Management and Insurance Broker Consulting Services, within the last three (3) years. Provide government contact name, phone number, and email address. Oregon references are preferred. The City reserves the right to explore the background, previous experience, training, financial affairs or related matters of any firm of individual under consideration for this contract.
7. **Proposer's Warranty:** Exhibit B
8. **Other:**
(a) A statement disclosing whether the Agent or any of its staff who would work on this contract have ever been sued or been subject to professional discipline in connection with acting as Insurance Agent of Record for any client or related services. If such lawsuits or disciplinary actions have occurred, please summarize the allegations, when they occurred, and indicate the outcome of the proceedings.
(b) Indicate the Agent's approximate annual property/casualty premium volume from public entities.

IV. MINIMUM QUALIFICATIONS:

1. Any proposer must be licensed to provide insurance services in the State of Oregon;
2. Authorized to work with City County Insurance Services (CIS), SAIF, VFIS, Chubb, and Evolve MGA Cyber, and other qualified providers as an insurance provider and have current experience and connections to/with these providers;
3. Demonstrated experience in servicing public sector accounts of equal size, complexity, and scope;
4. City of Newport is an Equal Opportunity Employer. Each service provider must comply with federal, state and local Equal Employment Opportunity requirements.

V. SELECTION PROCESS:

1. Each proposal received will be evaluated to determine if it meets the stated requirements. Failure to meet these requirements will be cause for eliminating the proposal from further consideration.
2. The City reserves the right to reject any and all proposals, to accept or reject all parts of the proposal, and to be the sole judge of the suitability of the proposals offered.
3. Proposals will be evaluated on the following criteria
    a. Experience and Qualifications-40%
    b. Public Sector Pool Experience-30%
    c. Compensation-10%
    d. References-20%

4. All submittals in response to this RFP are public records and available for inspection and copying upon request. Any portions of the RFP submittal marked as confidential will not be made public without consent of the consultant prior to the award of the contract.

5. A review committee of the City Manager, Assistant City Manager, and Human Resources Director will evaluate the proposals, and provide a recommendation to the City Council.

VI. TERMS AND CONDITIONS:

1. Term of Agreement: The City anticipates selecting the Agent of Record to commence services sometime after April 1, 2024, and continue for the remainder of five (5) years ending June 30, 2030, unless terminated earlier in accordance with the provision of the Agreement.

2. Withdrawal of RFP: Proposals may be withdrawn before the RFP submittal deadline by submitting a written request to Erik Glover, Assistant City Manager. Re-submittal before the RFP submittal deadline can be made, however, they may not be re-submitted after the deadline.

3. RFP Costs: All costs incurred in the preparation and presentation of the RFP shall be the responsibility of the responding party to the RFP. All documents submitted as part of the RFP will become property of the City. Requests for specific material to be returned will be considered. Any material submitted that is confidential must be clearly marked as such.

4. City of Newport Contacts: The designated individual responsible for coordination of the RFP is Erik Glover, Assistant City Manager. Any questions relating to this RFP should be directed to e.glover@newportoregon.gov in writing only.

EXHIBIT A
SCOPE OF WORK

The Agent of Record will generally provide expertise in insurance coverage, markets, and risk management for the City, responsibly advocate for the City's needs, participate in the City's risk management decisions, and provide stability and institutional knowledge for City staff. Specific expected services are:

A. **General**:

1. Provide expertise in insurance coverage, markets, pricing and risk management for public risks.
2. Provide an evaluation of exposures, coverage design and pricing alternatives and make recommendations.
3. Responsibly advocate for the individual member's needs and best interests.
4. Participate in the executive risk management decisions and priorities.
5. Provide stability and institutional knowledge for members.
6. Be a risk management training resource for staff and elected officials.
7. Review the city's cyber, property, specialty, auto, and mobile equipment schedule to assure all facilities and equipment are listed and appropriately insured.

B. **Renewal or New Business Quotes**:

1. Provide oversight of the process, timing, and input on budget as requested by the member.
2. Review completed application/renewal forms in consultation with the member, including any additions, deletions or changes to exposure information.
3. Provide appropriate prior carrier loss experience for new business quotes.
4. Review member coverage design for appropriate limits, coverage and pricing options.
5. Analyze scheduled property for flood and earthquake exposures. Determine property in high-hazard flood areas and recommend appropriate flood coverage options.
6. Obtain alternative quotes as directed by the member.
7. Review and compare renewal or quotes with the member and make recommendations.
8. Confirm placement or renewal of coverage with the member and with City County Insurance Services (CIS), SAIF and other qualified providers making sure certificates of coverage are provided as needed. It is expected agent will bind coverage under this agreement for 24-25 FY.
9. Review coverage documents and policies with the member for completeness and accuracy.

C. **Claims**:

1. Manage and counsel the member regarding the submission of claims.
2. Prepare or assist in submission of property/liability/work comp claims to City County Insurance Services (CIS), SAIF and other qualified providers Claims Department.
3. Provide other assistance as requested, e.g. communication with the claims adjuster, assistance in providing documentation or coordination of services. Provide updates on claim status as requested.
4. Assist the member in a review of claims trends or status, if needed.

D. **Loss Prevention/Risk Management**:

1. Meet with the City County Insurance Services (CIS), SAIF and other qualified providers Risk Manager and the member either during or after inspection of facilities.
2. Assist as possible with follow up, including corrective actions and documentation.
3. Promote the use by the member of available CIS/SAIF or other qualified provider resources, training and claims management services.
4. Provide periodic evaluation of the member's loss patterns and trends and, if appropriate, suggest prevention or mitigation strategies.
5. Assist member with the development of a reasonable risk management strategic plan.
6. Review CIS Best Practices with the member and CIS risk management consultant.
7. Conduct risk management trainings, as directed and requested by member.

DI. **Miscellaneous Functions**:

1. Notify CIS City County Insurance Services (CIS), SAIF and other qualified providers Underwriting of mid-term changes and provide the member with current schedules reflecting those changes.
2. Issue certificates of insurance and other verifications of coverage as necessary.
3. Review property appraisals with the member and suggest any needed changes or modifications.
4. Assist the member with any billing questions or issues.
5. Coordinate and place any required coverage not provided or not available in the present CIS program.
6. Assist with specific risk management issues and coverage for festivals and special events. Ensure appropriate coverage for third parties.
7. Maintain a seven-year history of coverage, losses, schedules, changes, inspections and other relevant documents involving the agency.
8. Meet with City management, department directors as necessary, and be readily responsive to requests for assistance.
9. Provide professional advice on a specific project basis, and general consultation on public property and contracting matters, as needed.
10. Attend CIS training/conference and advise staff of upcoming City County Insurance Services (CIS), SAIF and other qualified providers changes in property, liability, health care insurance, trends in the short and long term insurance developments, and other risk management trends

EXHIBIT B
PROPOSER'S WARRANTY

TO: City of Newport, Oregon

PROPOSAL OF: _____

( ) an individual ( ) a partnership ( ) a corporation (please mark the appropriate box) organized under the laws of the State of _____.

The undersigned, having carefully read and considered the Request for Proposal to provide Insurance Agent of Record services for the City of Newport, Oregon does hereby offer to perform such services on behalf of the City, in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in the Proposal.

OFFEROR

_____
Company Name

BY _____
Signature of Authorized Representative Please print name

PRINCIPAL OFFICE ADDRESS

Federal tax ID _____State ID _____

Street Address_____

City _____County_____

State _____Zip Code _____

Telephone _____Facsimile _____

E-Mail Address_____

_____

THIS FORM MUST ACCOMPANY ALL PROPOSALS

CM Hall's City Council Report, 3/18 - 3/31/24

3/18/24: City Council Work Session

3/18/24: City Council Meeting

3/19/24: League of Oregon Cities Equity Lens Framework Subcommittee

City Council Meeting

3/28/24: 3/19/24: League of Oregon Cities Equity Lens Framework Subcommittee

City Council Meeting