

## GRANT AGREEMENT

BETWEEN: City of Newport,  
a municipal corporation of the State of Oregon, (City)

AND: Newport Sea Lion Docks Foundation  
a nonprofit corporation incorporated in the State of Oregon (NSLDF)

EFFECTIVE DATE: The latest date signed by the parties.

### RECITALS

- A. The City of Newport (City) is a municipal corporation with Home Rule authority pursuant to its Charter and the constitution of the State of Oregon.
- B. The Newport Sea Lion Docks Foundation (NSLDF) is a nonprofit corporation organized under section 501(c)(3) of the Internal Revenue Code and the Laws of the State of Oregon.
- C. Pursuant to state law and the Newport Municipal Code, the City collects transient room tax revenues from the occupants of transient lodging facilities located within the City.
- D. The City has created the Tourism Facilities Grant Program to facilitate grants of local transient room tax revenues (Grant Funds) to fund Tourism-Related Facilities.
- E. Tourism-Related Facilities are defined as a conference center, convention center or visitor information center, or other improved real property that has a useful life of 10 or more years and has a substantial purpose of supporting tourism or accommodating tourist activities.
- F. NSLDF submitted application materials to the City and was selected for an award of Grant Funds to be used by the NSLDF for the Final Phase of the Replacement of the Sea Lion Docks, as described in the application materials attached to this Agreement as Exhibit A (Project).
- G. The Project is a Tourism-Related Facility because it is improved real property that has a useful life of ten or more years and has a substantial purpose of supporting tourism or accommodating tourist activities.
- H. The City wishes to grant, and NSLDF wishes to accept, Grant Funds totaling \$10,000 to be used for the project.

- I, NSLDF wishes to proceed with the project immediately. A description of the overall project timeline is contained in Exhibit A and attached to this Agreement.

## AGREEMENT

1. The City agrees to grant and the NSLDF agrees to accept, Grant Funds in the amount of \$10,000 to be used to fund the Project described in the application materials attached as Exhibit A to this Agreement, subject to the terms and conditions of this Agreement.

### 2. DEFINITIONS.

- A. "Match" is any contribution to the Project made up of funds other than Grant Funds. Match may include:

- i. Cash on hand or cash that is pledged to be on hand prior to commencement of the project;
- ii. Secured funding commitments from other sources;
- iii. Pending or potential commitments of funding from other sources. In such instances, Tourism Grant Program funding will not be released prior to secured commitment of the other funds. Pending commitments of the funding must be secured within the time provided in this Agreement;
- iv. In-kind contributions (such as labor or materials) approved by the City; or
- v. Subject to approval by the City, monies expended by NSLDF on the Project prior to the effective date of this Agreement.

### 3. TERM.

This Agreement takes effect on the date it is signed by all the parties, and expires June 30, 2016, unless earlier terminated pursuant to the terms of this Agreement.

### 4. NSLDF OBLIGATIONS.

- A. NSLDF will perform all work on the Project.
- B. NSLDF will obtain all required city, state, and federal permits prior to beginning work on the Project.
- C. NSLDF represents that the Project constitutes a Tourism-Related Facility as defined in the City's Tourism Facilities Grant Program Policies, attached to this Agreement as Exhibit B.

- D. NSLDF acknowledges and agrees that Grant Funds received by NSLDF from the City pursuant to this Agreement will be used exclusively to perform work on the Project as described in Exhibit A. NSLDF further acknowledges and agrees that Grant Funds may not be used to refinance existing debt.
- E. NSLDF acknowledges and agrees that NSLDF is responsible for all the expenses of operation and maintenance of the Project, including but not limited to adequate insurance and any taxes or special assessments applicable to the Project.
- F. NSLDF will comply with all federal, state, and local laws and regulations applicable to the Project, including but not limited to the City's Tourism Facilities Grant Program Policies and workers' compensation laws.
- G. NSLDF will provide, upon the City's request, any documents or information identified or referenced in NSLDF's application materials. This information may include, but is not limited to, information pertaining to Project schedule, budget and cash flow, feasibility, readiness to construct, permits, likelihood of completion within a planned time frame, agreement for loan of the propeller from the Port of Newport, and other items related to completion of proposed Project elements.
- H. NSLDF has provided documentation acceptable to the City which shows that NSLDF has secured, at a minimum, a dollar for dollar Match of the \$10,000 of Grant Funds (Matching Funds) which will be available and committed for the duration of the Project.
- I. During the term of this Agreement, NSLDF will maintain its status as a tax-exempt nonprofit corporation, duly organized and validly existing under the laws of the State of Oregon.
- J. NSLDF will indemnify, defend, save, and hold harmless the City and its officers, employees, and agents from any and all claims, suits, or actions of any nature arising out of the activities and due to the negligence and/or fault of NSLDF, its officers, employees, agents, contractors, and subcontractors pursuant to this Agreement.
- K. Notwithstanding NSLDF's defense obligations described in paragraph I of this section, neither NSLDF nor any attorney engaged by NSLDF shall defend any claim in the name of the City, nor purport to act as a legal representative of the City, without the prior written consent of the City's attorney. The City may, at any time, elect to assume its own defense and settlement. The City reserves all rights to pursue any claims it may have against NSLDF if the City elects to assume its own defense.
- L. NSLDF acknowledges and agrees that the City shall have reasonable access to NSLDF's books, documents, papers and records related to this Agreement during the term of this Agreement and for a period of six years after termination of this

Agreement. NSLDF will make copies of applicable records available to the City upon request.

- M. NSLDF acknowledges and agrees that this Agreement does not create an employment relationship between the City and NSLDF, its officials, employees, agents, or contractors. NSLDF further agrees that NSLDF is exclusively responsible for all costs and expenses related to NSLDF's employment of individuals to perform work related to the Project, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
- N. NSLDF will keep an accounting of Grant Funds received pursuant to this Agreement to ensure that the Grant Funds are used as required by this Agreement. NSLDF will provide the accounting required by this paragraph to the City annually during the term of this Agreement, as well as upon request by the City.
- O. Within 60 days of completion of the Project, NSLDF will submit a final project report to the City detailing each expenditure of Grant Funds, and requesting payment of the remaining Grant Funds. In the event that NSLDF completes the Project without using all of the Grant Funds provided by the City, any unexpended Grant Funds will be returned to the City with the final project report, and the final project report will not include a request for payment of the remaining Grant Funds. The obligation to return unused Grant Funds upon completion of the Project survives the expiration or earlier termination of this Agreement.
- P. In the event of default by NSLDF under section 6 of this Agreement, NSLDF agrees, upon the City's demand, to return any unexpended Grant Funds to the City and to repay to the City any Grant Funds expended in violation of the terms and conditions of this Agreement or of the Tourism Facilities Grant Program Policies.

## 5. CITY OBLIGATIONS.

- A. Upon receipt of documentation satisfactory to the City showing that the Matching Funds required by section 4, paragraph H of this Agreement have been obtained for the Project, and that required permits have been issued, the City agrees to pay NSLDF up to 80% of the total grant amount of \$10,000, with the final \$2,000 to be paid upon approval of the final project report by the City, as provided in paragraph B of this section.
- B. Within 30 days of the date the final project report is submitted to the City as provided in section 4, paragraph O of this Agreement, the City will either approve the report or notify NSLDF of any concerns that must be addressed or information that must be submitted before the report is considered complete. Once the final project report has been accepted by the City, the Grant Funds will be promptly paid to NSLDF.

C. Notwithstanding paragraphs A and B of this section, the City's payment obligations under this Agreement are contingent upon the availability of funds in the Tourism Grant Facilities Program.

6. DEFAULT.

A. The following constitute default by NSLDF under this Agreement:

- i. Failure to obtain the Matching Funds required by section 4, paragraph H of this Agreement by the time the request for funding is made;
- ii. Failure to substantially commence work on the Project within one year of the effective date of this Agreement;
- iii. Failure to complete the Project by June 30, 2016;
- iv. A determination by the City that material statements, information, or representations in the application materials attached as Exhibit A to this Agreement are false, misleading, fraudulent, or misrepresentations;
- v. A change in circumstances such that material information provided in the application materials attached as Exhibit A and relied upon by the City in making the decision to award Grant Funds to NSLDF is no longer true or accurate;
- vi. Failure of the Project to meet the definition of a Tourism-Related Facility;
- vii. Violation of any of the terms or conditions of this Agreement;
- viii. Dissolution of NSLDF; and
- ix. Appointment of a receiver, trustee, liquidator, or conservator for NSLDF or to take possession of all or substantially all of NSLDF's property; or the filing of a petition for bankruptcy, insolvency, dissolution, liquidation, or reorganization, or order for relief in which NSLDF is named as debtor, by, against, or with respect to NSLDF pursuant to any federal or state statute, regulation or law for the protection of debtors; and, with respect to any such appointment or filing, failure of NSLDF to secure a stay or discharge thereof within 45 days after such appointment or filing.

B. In the event of a default by NSLDF, the City will not exercise the remedies provided in paragraph C of this section unless and until the City notifies NSLDF in writing of the default and NSLDF fails to cure the default within 20 days of receipt of the notice; or if the default cannot reasonably be cured within 20 days, NSLDF commences action to cure the default within 10 days of receipt of the notice and diligently pursues the cure to completion. In no event will the time for opportunity

to cure exceed 60 days from the date of receipt of notice of default. If the default is not cured within the time provided in this paragraph, the City may elect to pursue any of the remedies provided in paragraph C of this section.

C. In the event of default or failure to cure within the time period provided in paragraph B of this section, the City may pursue any one or more of the following remedies:

- i. Revocation of Grant Funds;
- ii. Withholding of undisbursed funds;
- iii. Return of unexpended grant funds by NSLDF;
- iv. Repayment of expended grant funds by NSLDF;
- v. Termination of this Agreement.

D. The remedies provided by paragraph C of this section are cumulative, not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

## 7. TERMINATION.

A. The City may terminate this Agreement effective upon delivery of written notice to NSLDF or at such later date as may be determined by the City upon the following conditions:

- i. Default by NSLDF under this Agreement; or
- ii. Lack of funding necessary to award Grant Funds to NSLDF.

B. NSLDF may terminate this Agreement effective upon delivery of written notice to the City if the City fails to make payments due under this Agreement or fails to abide by the terms and conditions of this Agreement.

C. Termination of this Agreement will not prejudice any rights or obligations of the parties accrued prior to termination.

D. The City's entitlement to the remedies provided in section 6 of this Agreement survives termination of this Agreement.

## 8. NOTICE.

All notices given pursuant to this Agreement must be in writing and delivered to the parties at the addresses herein. Notice given pursuant to this section will be deemed to have been received on the date of personal delivery, three calendar days after deposit in the

United States mail postage prepaid, or on the date of confirmed delivery by: 1) facsimile; 2) registered mail, return receipt requested; or 3) overnight delivery. Either party may change its notice address under this section at any time by written notice to the other party.

CITY:  
City of Newport  
Spencer R. Nebel, City Manager  
169 SW Coast Highway  
Newport, Oregon 97365

NSLDF:  
Newport Sea Lion Docks Foundation  
Bob Ward, Director/Secretary  
525 NW 57<sup>th</sup> Street  
Newport, Oregon 97365

#### 9. ASSIGNMENT.

NSLDF may not assign any of its rights, interests, or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion.

#### 10. MODIFICATION.

No modification of this Agreement will be valid unless it is in writing and signed by both parties.

#### 11. RELATIONSHIP OF PARTIES.

The parties acknowledge and agree that nothing in this Agreement is intended to nor shall be construed to create any form of partnership or joint venture relationship between the parties.

#### 12. NO THIRD PARTY BENEFICIARIES.

This Agreement is entered into for the sole benefit of the City and NSLDF, and nothing contained herein is intended for the benefit of any other person or entity.

#### 13. SEVERABILITY.

If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, such invalidity will not affect any other provisions of this Agreement, and this Agreement will be construed as if the invalid provision had never been included in this Agreement.

#### 14. WAIVER OF BREACH.

The waiver by either the City or NSLDF of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach of the same provision of this Agreement.

15. GOVERNING LAW.

This Agreement is to be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflicts of law principles.

16. VENUE.

Any legal action or proceeding arising out of or relating to this Agreement shall be commenced in the Circuit Court of the State of Oregon for Lincoln County. The parties hereby consent to the jurisdiction of that court, waive any objections to venue and waive any claim that the forum is an inconvenient forum.

17. ENTIRE AGREEMENT.

This Agreement and all attached exhibits constitute the entire agreement of the parties relating to the subject matter herein. There are no promises, terms, conditions, or obligations oral or written other than those contained herein. This Agreement supersedes all prior communications, representations or agreements, either oral or written, between the parties relating to the subject matter herein.

18. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

19. PARAGRAPH HEADINGS.

Paragraph headings are used solely for convenience and are not to be used in construing or interpreting this Agreement.

20. AUTHORITY TO ENTER INTO AGREEMENT.

Each person executing this agreement on behalf of a party to this agreement hereby covenants that he or she is duly authorized by that party to bind that party to this agreement.



Spencer R. Nebel, City Manager  
City of Newport

4-14-15  
Date

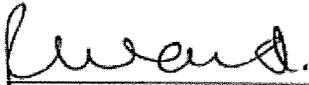


Bob Ward, Director/Secretary  
Newport Sea Lion Docks Foundation

4-16-2015  
Date

CITY OF NEWPORT  
TOURISM FACILITIES GRANT A

EXHIBIT A

Name of Applicant/Organization : Newport Sea Lion Docks Foundation  
Mailing Address & City: 525 NW 57 Street, Newport, Oregon 97365  
Contact Person: Bob Ward  
Contact Phone No.: 541-574-4475 Contact Fax No.: 541-574-4475  
Contact E-Mail Address: wcmi@live.com  
Name of Project: Replacement of Sea Lion Docks, Final Phase  
Total Project Budget: \$ 25,000  
Amount Requested: \$ 10,000  
Authorization Signature:   
Title: Director and Secretary

**General**

Simply check the appropriate boxes below. If there is a question as to whether the proposed project meets these qualifications, the question may be submitted to the task force for preliminary review. A preliminary review only answers the questions of whether the project appears to qualify. It is not the final decision nor does it mean the project will be funded. Submit the question by November 16, 2012, so the task force can reply by November 28, 2012. This will allow time to complete the application by January 18, 2013. The application deadline will not be extended by preliminary review requests.

Is the project proposed by a government agency? Yes  No

OR  
Is the project proposed by a non-profit organization? Yes  No   
(A non-profit agency is defined as a 501(c) organization)

Will the project encourage people to travel to Newport from more than 50 miles away? Yes  No

Will the project encourage people to spend the night in Newport? Yes  No

Is the reason the project encourages visitors due to one or more of the following? (Check all that apply):

- Business
- Pleasure
- Recreation
- Arts
- Heritage
- Culture

Are you requesting funding for improved real property with a useful life of at least ten years? Yes  No

## Project Description

In this section, describe the project and how it meets various qualifications. First review the heading and questions, then check all boxes that apply to the project or give short answers. Finally, provide a narrative explaining how the project addresses the questions. The length of the answer to any question is optional, however, the applicant should attempt to answer all questions. The total narrative should not exceed ten pages including application (excluding attachments).

Summary description of the project (summarize the project so that reviewers have a general sense of the project)

*This request is to cover 40% of the final \$25,000 cost of the sea lion dock replacement program. Last year, the City provided a grant, subject to matching funds, of \$50,000 towards the cost of replacing the sea lion docks and providing a viewing platform that would separate members of the public from trucks servicing boats moored at Port Dock 1. The estimated total cost at that time was \$100,000. Since then, the project has been partly completed, but the overall cost has risen to \$125,000 for reasons beyond the control of the Newport Sea Lion Docks Foundation, and a further \$10,000 is now requested from the Tourist Facilities Fund to cover part of the additional total cost.*

*Sea lions have been using a set of floating docks adjacent to Pier Dock One on the Newport Bay Front for almost twenty years. The docks were originally built for use by small boats visiting Newport, but almost immediately were commandeered by sea lions. Pier Dock One allows members of the public a rare opportunity to view these interesting and amusing animals from close up, and they soon became a key attraction for both tourists and Newport residents alike, and an integral feature of the Newport tourist industry.*

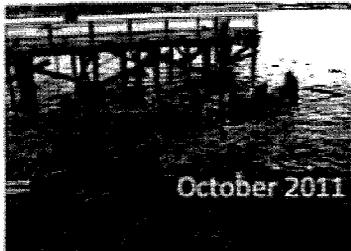
*Over the 2011/12 winter, storms severely damaged the docks, and by spring of 2012, only a 40 foot section of the original 120 foot of dock was left, and this in very poor condition. Traditionally the docks had been maintained by local businesses supplying materials and the Port of Newport supplying the associated labor. At a meeting of stakeholders, including the Port of Newport, local business owners, Hatfield Marine Science Center and Oregon Sea Grant, it was agreed that the community wanted the docks to be replaced, but the Port explained that it had no resources to apply to the project, because of the priority needed for projects like the new NOAA dock and the new international terminal. A non-profit corporation, the Newport Sea Lion Docks Foundation, was formed by some interested local people, including some of the local merchants, in order to fund the replacement of the docks. IRS 501.c.3 status was achieved, and the Foundation started collecting public donations and applying to funding foundations for the money. In October 2012, the final section of dock disintegrated. The Foundation bought an 80 foot length of used dock from the Port as a short term measure,*

*During the 2013/14 in water work window, the Foundation installed five new pilings for the floating docks, and would have replaced the floating docks themselves, but the Federal Government introduced new regulations that forbade the use of treated wood in floating docks, and this caused the cost of the planned replacement docks to more than double, and caused a significant delay while alternatives were explored. A further 40 foot of temporary dock was installed to take advantage of the new pilings, and it looks like a set of concrete docks will shortly be installed as long term replacements for the wooden docks. ODFW have agreed that the floating docks can be replaced without waiting for the November 1 in water work window.*

*However, work on the new viewing platform cannot start until that next window because it involves pile driving. Meanwhile, the cost of the platform has increased by \$25,000 from the initial estimate on which the City contribution of \$50,000 was based. Although the Foundation's fund-raising has been reasonably successful, funds are proving hard to come by and this*

current request for an additional \$10,000 is being made in order to ensure that this final phase of the work can be completed in this next in-water work window, which ends February 15, 2014

The project has widespread support in the community, and thanks to the continued efforts of the Foundation, there has been virtually no interruption of the availability of the sea lion docks as a tourist attraction. A 24 x 7 web cam has been installed by OSU's Marine Mammal Institute, and can be accessed from the Foundation's web site, and a program of volunteer docents, operated in cooperation with the Oregon Sea Grant program is in place for the second year. More details of the project, the Foundation and several letters of support can be viewed at [www.newportsealiondocks.com](http://www.newportsealiondocks.com), which also promotes Newport as a tourist destination.



October 2011



March 2012

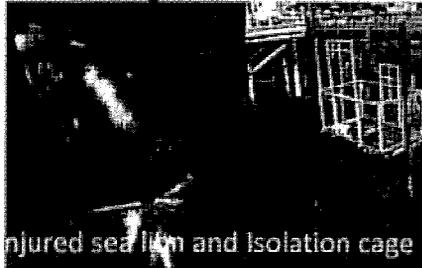


October 2012

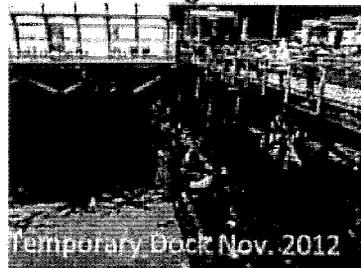
Going

Going

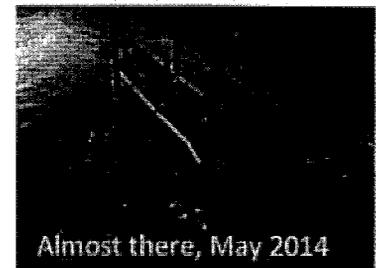
Gone!



Injured sea lion and Isolation cage



Temporary Dock Nov. 2012



Almost there, May 2014

Incidentally, the docks facilitate the treatment of injured sea lions by accommodating a cage which enables the animal to be isolated and treated by the Marine Mammal Institute. Jim Rice, marine biologist for the Institute is the fifth member of the Foundation's Board of Directors. The cage, which is used to isolate and treat injured sea lions, has been stored elsewhere while the docks were damaged, but will be put back once the replacement floating docks are in place.

#### Business Plan and Budget: (25 points)

What is the total cost of the project?

\$ 25,000 for this final phase

What is the amount requested from the city?

\$ 10,000

What is the ratio of the request to the total cost?

40%

What funds have already been raised for the project? (Include the source of funds, i.e. cash on hand, grants awarded, grants committed.)

\$ 21,500 cash from public donations  
\$ 15,000 from Lincoln County  
\$ 20,000 from Oregon Community Fdn.

What funds remain to be raised for the project?

\$19,000 (incl. this \$10,000 request)

How are the remaining funds to be raised? (Other grants, pledges, etc.)

\$3,000 from Georgia Pacific Foundation, \$6,000 from further public donations

Does the project provide a service that the city currently funds?

Yes  No

Does the project require continued support from the city? If yes, explain.

Yes  No

When do you anticipate completion of the project?

End of February, 2015

What is the plan for operations over a 3 - 5 year period?

*After initially providing replacement sea lion docks and public observation platforms, the Foundation will provide funds for ongoing maintenance and for future damage replacement by collecting public donations via web-site and collection boxes. (Estimated income \$3,000 p.a.) The Foundation would also be able to apply to funding foundations in the future if, for example, a major storm destroyed the docks before the Foundation had built up sufficient funds to replace them from its own reserves.*

*The Foundation is also going to promote the sea lion docks (and thus Newport) in the media and through signage on Highways 101 and 20: "This way to Sea Lion Docks" and "Newport, Home of the Sea Lion Docks!", etc., and through increased use of social media such as Facebook. None of the Room Tax funds will be used for such ongoing operating costs. In recent years, Newport has reduced its share of visitors to the central Oregon coast, and perhaps this will help redress that.*

*The Foundation has no staff and all Board members are unpaid volunteers, so there are no operating costs, other than very minor costs like that of providing collection boxes, paying for the web site, printing and annual reporting costs.*

How does the project demonstrate financial stability?

*The Foundation Board includes four experienced business people with successful track records, and the project has wide public appeal. The Foundation has achieved 501.c.3 status and collected over \$100,000 in donations since its inception. There are virtually no operating expenses, and lots of potential funding sources if additional costs are incurred in the future (e.g. if the new docks were destroyed prematurely by future storms or tsunamis), or if any of the current applications are rejected. This combination of factors suggests that the Foundation will be prudently managed so that its finances remain stable in the future.*

*Access to the sea lion docks is free (one of its attractions) and they have been attracting and entertaining members of the public for almost twenty years in their current location. The beneficiaries of the Foundation's investment are: (a) members of the public who get a rare close-up view of these interesting and entertaining wild animals, and (b) Newport businesses who will benefit from the tourists that the sea lions help to attract/retain.*

How does the project demonstrate a viable business plan?

*The replacement docks and the new observation decks are being funded out of public donations and a series of grants from funding sources that are mainly available because the Foundation is 501.c.3 approved. There are 1,449 funding foundation recognized by the IRS in Oregon, and listed in the 2012 Oregon Foundation DataBook. Of these detailed profiles are provided for the largest 298 grant-making foundations, and the Sea Lion Docks Foundation is eligible to apply to most of them.*

*The Success of the sea lion docks does not depend on attracting paying customers, and there is about 18 years of history showing that the docks are a proven tourist attraction, so there is not really a risk associated with the replacement of the docks, nor a question mark over the viability of the project.*

Economic Impact: (20 points)

Are project funds to be spent locally on:

Planning	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Design	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Construction	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/> (some will not be local)
Post-Completion	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

*It was hoped that all aspects of the project would be sourced locally, but it has not been possible, so far, to find suitable local suppliers for the docks and their installation. A local company capable of doing the piling and installing the docks was identified and was selected to undertake the work, but this company eventually decided recently to withdraw from the project because of other commitments, to the regret of the Foundation.*

*The planning and design of the project has all been undertaken on a voluntary basis to date, with some benefit to local businesses via printing, signage etc.*

*A section of interim temporary docks was purchased from the Port of Newport for \$2,800 and another borrowed from Captain's Reel charter service.*

*Efforts will continue to find means of involving local companies in the construction of the docks and viewing platforms, and the company doing the construction work, if not local, will be encouraged to use local labor, sub-contractors and material suppliers.*

*On-going maintenance of the docks, as has been the case for many years, will be undertaken using local labor and materials.*

*Of course, the major benefit to the local economy comes not from the spending of funds on the capital construction of the docks and viewing platforms, but from the spending of tourists who will have come to visit the sea lion docks during the various phases of the capital construction, and who will continue to do so for many years post-construction, as addressed in the next two sections.*

How does the project create local jobs in all phases?

*The replacement of the docks has, and will, generate income for local businesses by attracting and re-attracting tourists to Newport at each phase of the project and for many years after it has been completed. Even before the decision was made to replace the docks, there was considerable publicity generated in the local and State-wide media about the damage to the docks and about the question of whether they were going to be replaced. This was followed by publicity about the plans to replace the docks and there has a constant stream of visitors, who have then also spent money in the local businesses, as well as donating to the cost of replacing the docks.*

*From June through to the end of September, a team of volunteer docents attend Pier Dock One each day, providing information to visitors about the sea lions and about the Newport working waterfront. This was organized by the Oregon Sea Grant Program, in conjunction with the Port of Newport and the Sea Lion Docks Foundation, and arose out of the initial stakeholder meetings. The docents report that they had received nothing but positive feedback about the plans to replace the sea lion docks, and about the enjoyment that the sea lions provide for visitors. Docent organizer Chris Burns summarizes the feedback as follows:*

*"In the course of our interaction with people at Port Dock 1, our customary starting point is to ask visitors where they are from. With only rare exceptions, we discovered that visitors had come to Newport from all regions of Oregon (a sizeable number from the Portland metro area), the Pacific Northwest (many from Idaho and Washington), other US states, and a surprising percentage from overseas (Germany, Japan, South Korea, The Netherlands, Britain, Australia, even Russia). It should be noted that even local visitors from the Newport area usually had in-town friends or relatives from out of town who were brought to Port Dock 1 to look at the sea lions.*

*When asked why they traveled to Newport, the common response from all visitors could easily be paraphrased as: "We came to see the sea lions. This is such a unique opportunity to view these wild animals up close."*

*Our goal, after discussing the natural history of the sea lions, was to broaden visitors' understanding of Newport's working waterfront, and then point them to our other local attractions, from the Bayfront to Nye Beach and Agate Beach, to the marine-oriented facilities in South Beach, to Yaquina Bay State Park, and Yaquina Head Outstanding Natural Area. A common comment was, "Newport has so much more going on than other Oregon coast communities." Often this was followed by a pledge to stay for 'a couple more days' or that they'd return to Newport again soon to take it all in."*

*Collection boxes have been set up in more than twenty businesses on the Bay Front and these businesses also reported very positive feedback from customers, who also donated money for replacement of the docks. Many of the businesses report that they have repeat customers, year after year, who mention the importance of the sea lions. Indeed some businesses report that they now have visitors who originally came with their parents to see the sea lions, and are coming back with their own children.*

*Although this evidence is anecdotal rather than scientific, it is a fact that people have been visiting the sea lion docks in their present location for almost twenty years, and that those same people then go and spend money in the local shops and some in the local hotels. There is, therefore, every reason to assume that people will continue to visit the sea lion docks for many years in the future after the docks have been replaced, and will continue to spend money in local businesses for many years to come.*

What is the projected economic impact?

*According to the June 2012 "Travel Impacts" report prepared for the Newport Chamber of commerce by Dean Runyon Associates, Newport's tourist industry has been stable over the past six years, from 2006 to 2011. Spending by visitors in 2011 is estimated at \$123.4 million, with two thirds coming from people who stay overnight and one third by day visitors. The average overnight visitor is part of a party of three and stays for an average of just over two nights.*

*The sea lion docks average, conservatively, 1,000 visitors per day in the tourist season, and 150 per day in the off-season. This is an annual volume of over 250,000 people, making it one of the City's most popular attractions. Runyon estimates 427,000 overnight visitors in 2011, but does not estimate day visitors. Longwoods International "Oregon Visitor's Report 2009" reported that about 58% of visitors are day-trippers and the remaining 42% overnights. These two combined would suggest that Newport has just over a million visitors per year (1,017,000), and therefore about one quarter of them visit the sea lion docks during their stay.*

*Runyon reported that visitors in total spent \$123.4 million in Newport in 2011, an average of \$121 per visitor. The City has other tourist attractions, including the Aquarium, HMSC and the working waterfront, but there is no doubt that the sea lion docks are another strong attraction. Even if we attributed only 1% of the tourist volume to the sea lion docks, then that would account for \$1 million of tourist spend in the City each year, or \$15 - \$20 million over the anticipated life of the replacement docks. Even at one tenth of that level, attributing only one tenth of one percent to the sea lion docks, that would still represent double the return (\$100,000 additional spend) each year for the total of \$60,000 that the Foundation will have requested from the City's Room Tax Fund. The actual impact is probably much higher, to judge from the feedback we received from the docents and local shopkeepers, and this could be improved in the future by better publicity and marketing of the docks as an attraction.*

Will the project create spin-off businesses?

*The project will not create spin-off businesses per se, but will help existing and future local businesses to survive and be profitable in the future. Located in the heart of the Bay Front makes it likely that visitors to the dock will then customize the local shops and attractions, and may well be tempted to increase their observation of sea lions and other wildlife by taking marine tours or visiting the Oregon Coast Aquarium. The docents volunteering at the docks each day also encourage the public to explore more of the many other interesting aspects of a visit to Newport, and it is clear from their feedback, as reported earlier, that visitors go on to do so.*

*In the last ten years, Newport has lost tourist market share of visitors to the Central Oregon Coast. According to Runyon, the Central Oregon Coast as a whole now has 70% more lodging sales than it had in 2000, but Newport has only 20% more. In 2000, Newport had a 25% share of the lodging income, but in 2011 had less than 20%. The gap developed in the years 2006 and 2007 and has been maintained since. Perhaps better management/exploitation of the sea lion docks as a tourist attraction in future can help redress the balance.*

#### Tourism Spending: (15 points)

How does the project encourage overnight stays?

*Replacement of the sea lion docks will enable them to continue to attract visitors, who might be less inclined to visit the City if the opportunity to view these animals in the wild but close up was allowed to just disappear. For many people, the sea lion docks represent the quintessential Newport experience, and are a key element in the decision to visit Newport in the first place. This will increase as the Foundation plays a more proactive role in promoting the sea lion docks, and Newport as a whole. The Foundation's web-site already does this, but at this stage is just the tip of a potentially large iceberg. The volunteer docents, who are present at the docks each day during the*

*tourist season, encourage visitors to explore other attractions in Newport, as explained earlier, and the feedback from the docents is that some visitors tell them that they are extending their stay.*

How does the project encourage increased spending at local businesses?

*The experience of seeing these interesting wild animals close up can itself spark an interest in exploring other similar experiences. For example, people might want to take marine tours, or visit the Aquarium, or HMSC, the Under Sea Gardens or other areas of interest. Some businesses actually overlook the docks and attract customers who want to refresh themselves while continuing to watch the sea lions. Other local businesses sell sea-lion related products, such as soft toys or T shirts. The longer a visitor spends in Newport, the more they are likely to spend in local businesses, whether it be retail, food or lodging.*

How does the project increase the capacity for tourism?

*The project is initially about replacing tourist capacity that would otherwise be lost. In addition, the forming of the non-profit Foundation provides a vehicle for interested parties such as the Board of Directors to extend their reach into promoting the sea lion docks as a Community Asset, to the benefit of both the local economy and local residents. The project is also building bridges between parts of the communities that have not always seen themselves as interwoven. For example, this is providing the opportunity for the Port of Newport and the Commercial Fishing Community to recognize their responsibility to the larger community, and to develop the benefits that will come from working cooperatively with the tourist economy.*

Facility Usage: (Check all that apply) (10 points)

Is the project open year round:      Yes       No

If yes:

Daily       (24 x 7 x 365)

Weekdays \_\_\_\_\_

Weekends \_\_\_\_\_

Once a week \_\_\_\_\_

Is the project seasonal:      Yes       No

Daily \_\_\_\_\_

Weekdays \_\_\_\_\_

Weekends \_\_\_\_\_

Once a week \_\_\_\_\_

Is the project off-season:      Yes       No

Daily \_\_\_\_\_

Weekdays \_\_\_\_\_

Weekends \_\_\_\_\_

Once a week \_\_\_\_\_

Is the project monthly:      Yes       No

Daily \_\_\_\_\_

Weekdays \_\_\_\_\_

Weekends \_\_\_\_\_  
Once a week \_\_\_\_\_

Is the project open on holidays: Yes  No  Only

Other: \_\_\_\_\_

Who is the targeted tourist? (Check all that apply)

Children	<input checked="" type="checkbox"/>
Families	<input checked="" type="checkbox"/>
Adults 21+	<input checked="" type="checkbox"/>
Seniors	<input checked="" type="checkbox"/>
Groups	<input checked="" type="checkbox"/>
Business	<input type="checkbox"/>
Pleasure	<input checked="" type="checkbox"/>
Arts	<input type="checkbox"/>
Heritage	<input type="checkbox"/>
Cultural	<input type="checkbox"/>
Sports	<input type="checkbox"/>
Other	<input checked="" type="checkbox"/> (Nature, recreation and education)

Will the project attract repeat visits:

during a single stay?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
during a single season?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
over a single year?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
over multiple years?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

What is the potential for repeat business?

*Anecdotal evidence in the form of feedback to docents and local businesses suggest that visitors visit and re-visit the sea lion docks while they are in Newport.*

What is the regularity of usage?

*There is no hard evidence to support this, but again feedback to the docents at Pier Dock One and to local businesses is that people visit the sea lion docks every time they visit Newport, and this is for some several times per year.*

Does the project allow for multiple activities or uses? State size and types of events.

*We think not, at this stage, though somebody has suggested a "Sea Lion Fair".*

Is there a particular new demographic that the project is intended to reach?

*No. The sea lion docks appeal to visitors of all demographic groups and is fully wheelchair accessible.*

Who does the project attract?

*Visitors of all ages and from all demographic groups*

Other: (5 points)

How does the location relate to the current tourism hubs?

*The sea lion docks are at the heart of the Bay Front tourist community, adjacent to the commercial fishing docks, and with buses offering complementary transportation to other tourist areas such as Nye Beach.*

How is the project energy efficient or environmentally friendly?

*The project consumes no energy whatsoever, and requires minimal maintenance, and is effectively a part of the surrounding natural environment, so is totally sustainable.*

What is the effect of the project on local livability components?

*The sea lion docks offer a unique opportunity to observe close up wild animals that are an integral element of the waterfront environment in which Newport is located. The experience is constantly varied and totally free, and epitomizes life in our Community.*

Is there any additional information that you would like the committee to consider?

*The local Tourist Industry will be much the worse off without the sea lion docks. Also, the same group of people who are replacing the sea lion docks have also installed the Misawa Dock Tsunami Information Center almost adjacent to Port Dock 1, and the docents this year will be directing people towards it, in order to raise tsunami awareness and preparedness among visitors to the City.*

(Overall project 25 points)

*Please refer also to the Project Summary on Pages 2 and 3 of the application. The sea lion docks have been an integral part of Newport's Bay Front and local tourist economy for almost twenty years. For many they represent the quintessential Newport experience. In many ways, they have been taken for granted, but when the docks were all but destroyed by winter storms, their likely demise galvanized many people into realizing their importance, and out of a series of stakeholder meetings came a solution where an effective partnership was formed between the Port of Newport, local businesses, the Marine Mammal Institute, HMSC and the local community. The non-profit Newport Sea Lion Docks Foundation was formed to raise the funding for, and organize the replacement of, the docks, thus enabling them to continue to draw tourists.*

*At the request of the Port of Newport, the Foundation will also install an observation platform inboard of Port Dock One, so that the public cannot be endangered by trucks driving onto the Pier to service ships moored there.*

*Layout of the new dock arrangement, fund raising details, and further information about the project are included in the required attachments that follow.*

*End of ten page Grant Application*

## Required Attachments

1. IRS determination letter for 501(c)
2. Financial history of the project, if available: three years of year-end revenue/expense summaries, and current balance sheet; or feasibility study
3. Executive Summary of the business plan for the project, including a budget
4. Timeframe for fundraising
5. Timeframe for project construction/completion

## Optional Attachments

1. Up to 5 pages of 8 ½ x 11 drawings of any facility and floor plan to be constructed or renovated with the requested funds

ATTACHMENT 1: IRS DETERMINATION LETTER FOR 501(c)3

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 30 2012**

NEWPORT SEA LION DOCKS FOUNDATION  
C/O ROBERT WARD  
525 NW 57 ST  
NEWPORT, OR 97365

Employer Identification Number:  
45-5170075  
DLN:  
17053200308022  
Contact Person:  
GLENN W COLLINS ID# 31392  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
April 23, 2012  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

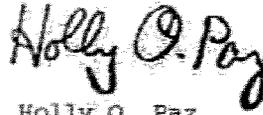
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

NEWPORT SEA LION DOCKS FOUNDATION

Sincerely,

A handwritten signature in cursive script that reads "Holly O. Paz".

Holly O. Paz  
Director, Exempt Organizations  
Rulings and Agreements

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

### 3. EXECUTIVE SUMMARY OF BUSINESS PLAN and BUDGET

*The Mission of the Newport Sea Lion Docks Foundation is to fund, and to organize, the replacement of the Sea Lion Docks adjacent to Pier Dock One on the Newport Bay Front, which were severely damaged over recent winters by stormy weather, and to improve the safety of the public looking at the sea lions by providing a viewing platform to separate them from trucks servicing boats moored at Port Dock 1.*

*The objective in replacing the docks is to provide an ongoing attraction for tourists, who have demonstrated over the past twenty years or so a liking for viewing these wild sea lions from close up.*

*The winter storms had caused extensive damage to the 100 foot of floating docks, and had damaged pilings securing the docks. Replacement of pilings requires Government permits and can only take place between November 1<sup>st</sup> and February 15<sup>th</sup> each year. When the last section of the original docks finally disintegrated in October 2012, a temporary replacement 60 foot long was bought from the Port of Newport for \$2,800 and put in place until the long-term replacement docks are available.*

*New pilings for the floating docks were installed in February 2014, but replacement docks were not available because a change in environmental regulations banning the use of treated wood meant that the design of the proposed docks had to be reassessed. A set of concrete docks are now being examined, and are likely to be installed by the end of August, at a cost of \$35,000.*

*Pilings and supports for the viewing platform will be installed in November at a cost of about \$25,000. That will leave only the actual platform to be manufactured and installed, at a cost of about \$35,000, for a total project cost of \$125,000. Some \$106,000 has either been spent already or is available towards that total, leaving \$19,000, of which \$10,000 is being requested from the City Tourist Facilities Fund.*

*When the project is completed, the City will have made available \$60,000 out of a total of \$125,000, with \$65,000 secured by the Foundation in matching funds.*

*Work on the platform cannot start until November 1<sup>st</sup>, 2014 and should be finished by the end of February 2015.*

*The budget for the remaining work is:*

<i>Purchase 90 foot of floating docks</i>	<i>\$ 35,000</i>	
<i>Install new pilings for viewing platform</i>	<i>\$ 25,000</i>	
<i>Construct and install observation platform</i>	<i>\$ 35,000</i>	<i>Total \$ 95,000</i>

<i>Available as of June 6, 2019:</i>	<i>\$ 76,000</i>
<i>Balance required</i>	<i>\$ 19,000</i>

#### 4. TIMEFRAME FOR FUNDRAISING

*Funding for everything except the manufacture and installation of the viewing platform is already in hand, so the floating docks can be installed as soon as they are available, and the piling work for the public viewing platform can commence as soon as the in water work window commences on November 1, 2014.*

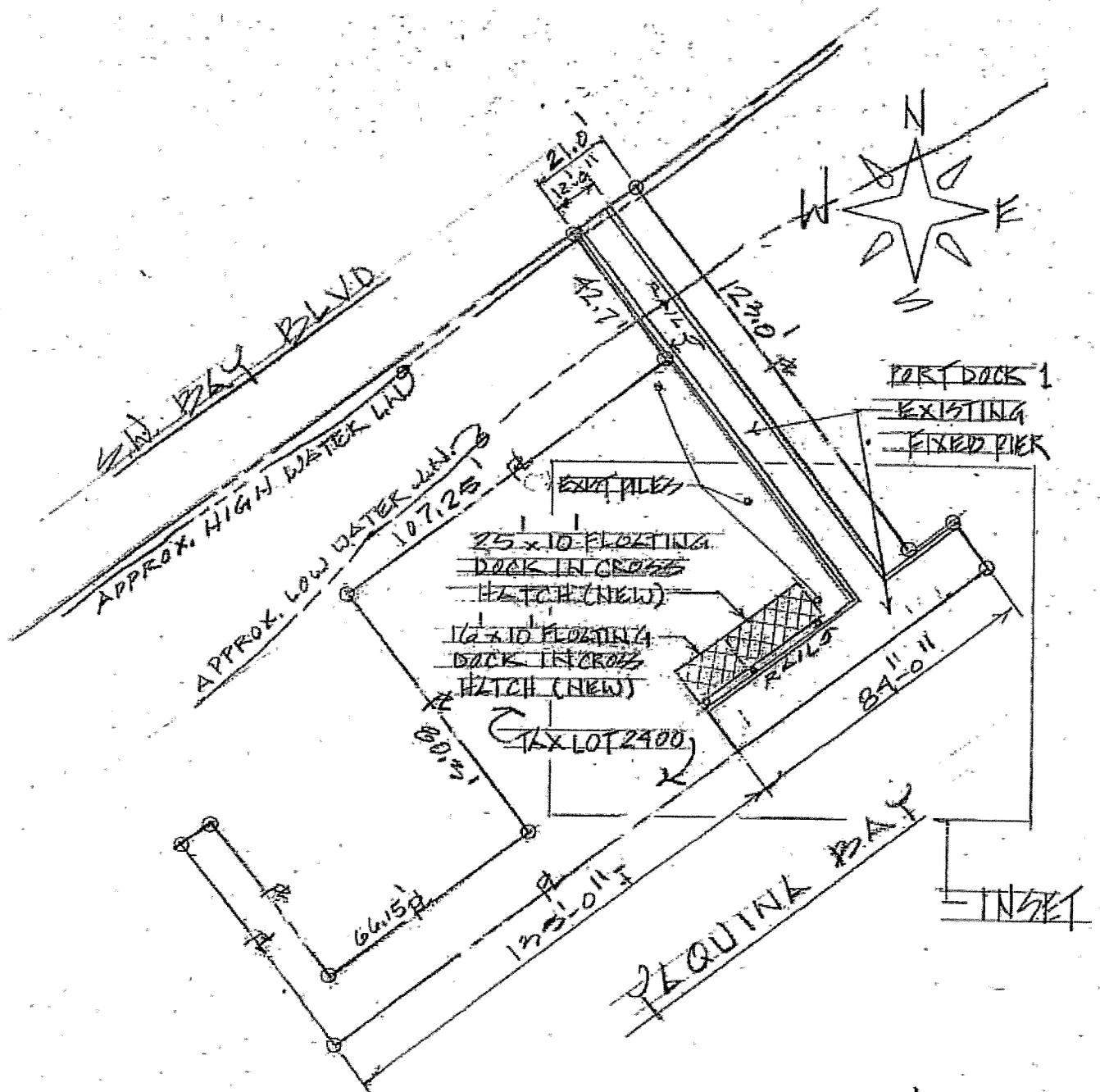
*The manufacture of the platform itself can commence as soon as the funds are available, and though the installation does not have to take place during the in water work window, it is hoped that the platform is installed, and the project completed, by the end of February 2015.*

*The anticipated timeframes for fundraising of the final phase of the project is:*

<i>Public donations already secured</i>	<i>\$ 6,000</i>
<i>Grant from Pacific Georgia Foundation by September 1, 2014</i>	<i>\$ 3,000</i>
<i>Public donations, to be secured by November 1, 2014</i>	<i>\$ 6,000</i>
<i>Second Grant from Tourist Facilities Fund by January 1, 2015</i>	<i>\$10,000</i>
<i>Total</i>	<i>\$ 25,000</i>

*Note: if the second City grant is delayed for any reason, the final completion will be delayed to match. The lowering of the viewing platform onto its supports and subsequent attachment does not have to be done during the in-water work window, as the platform is located above the high water mark.*





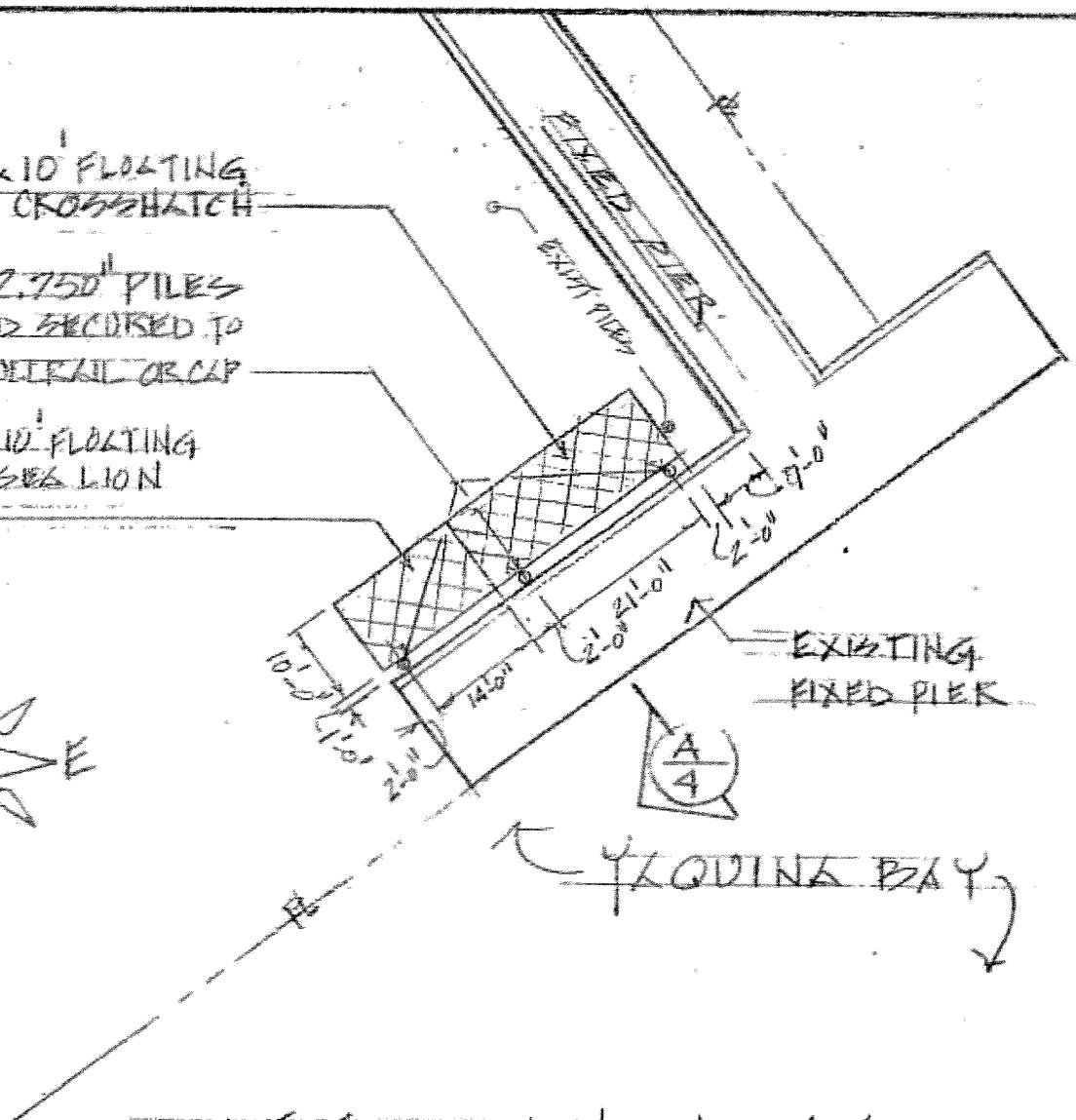
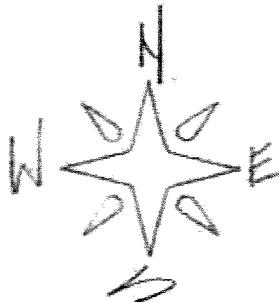
SITE PLAN  
SCALE 1"=40.0'

SECTION FOUNDATION FLOATING DOCK AT  
PORT OF NEWPORT PORT DOCK 1  
TAX MAP NO. 11-11-03-DB LOT 2400

NEW 25' x 10' FLOATING DOCK IN CROSSHATCH

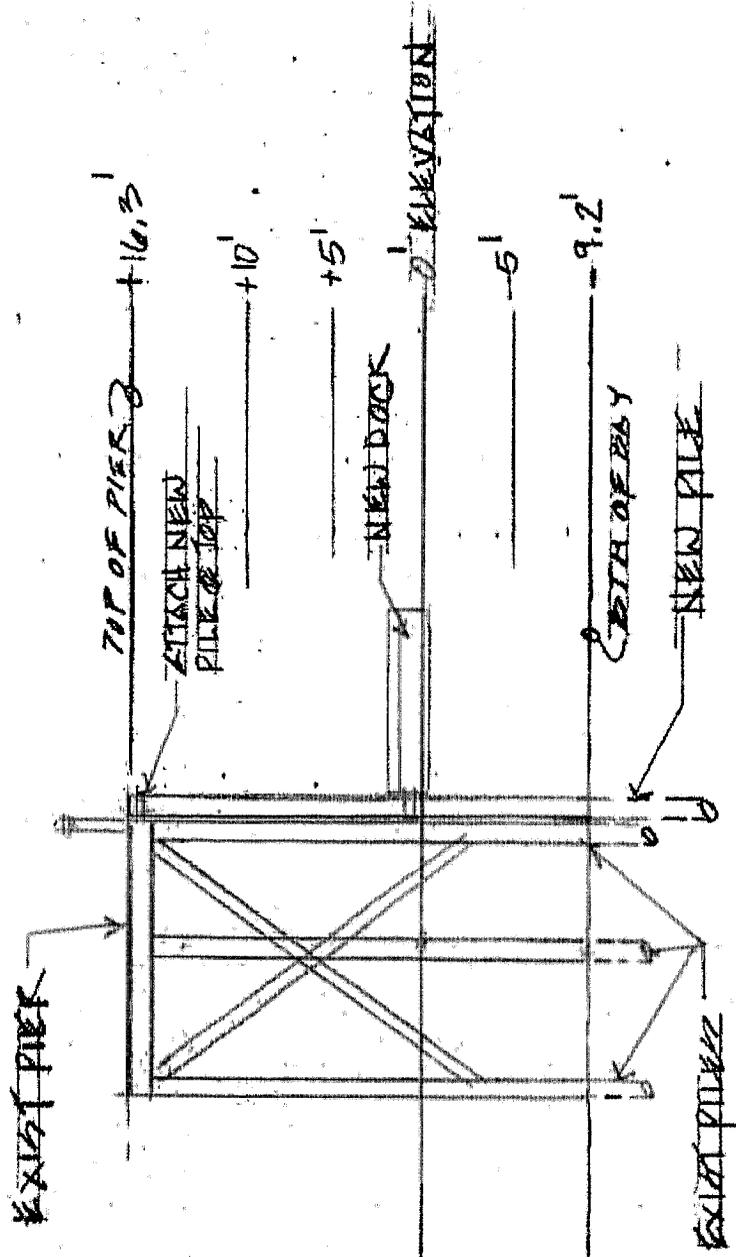
(3) NEW 12.750" PILES W/ TOP END SECURED TO PIER @ BENTONITE OR CAP

NEW 16' x 10' FLOATING DOCK W/ SEA LION CRANE



SITE PLAN INSET  
SCALE = 20.0'

SEA LION FOUNDATION FLOATING DOCK AT  
PORT OF NEWPORT PORT DOCK 1  
FLX MAP NO. 11-11-03 DB LOT 2400



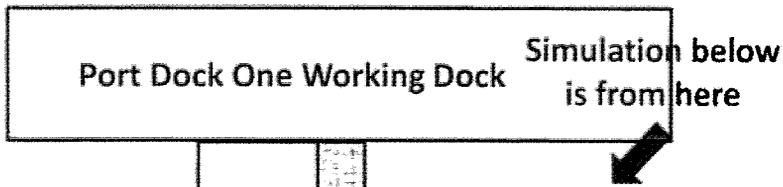
(A/4)

SECTION  
SCALE = 10.0'

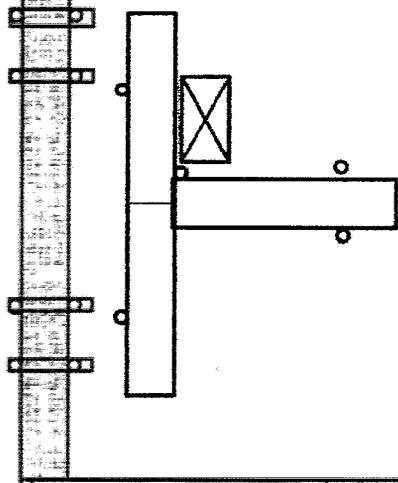
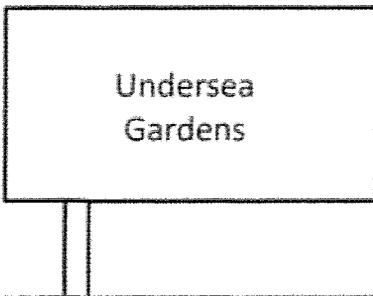
SECTION FOUNDATION FLOATING DOCK AT  
PORT OF NEWPORT PORT DOCK 1  
PLAN NO. 11-11-08 DR LOT 2400

Yaquina Bay

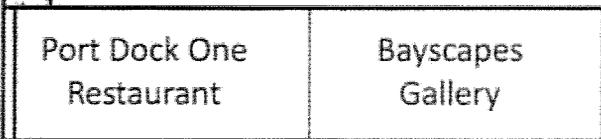
PHASED REPLACEMENT  
OF SEA LION DOCKS  
WITH NEW PUBLIC  
OBSERVATION DECK  
AT PORT DOCK ONE



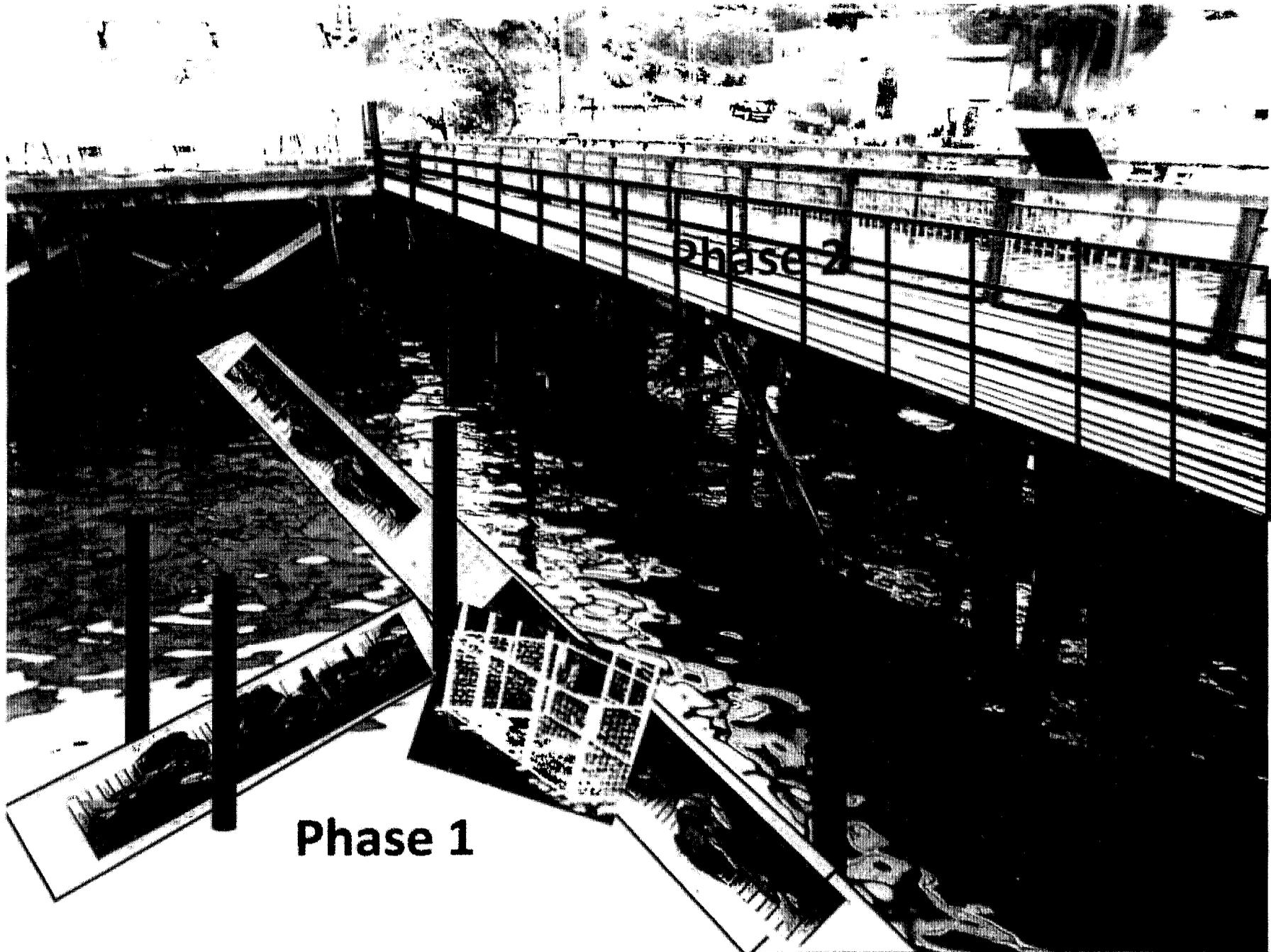
Note: Not to scale.  
Long dock is 64 foot  
Short dock is 32 foot



- Key
- New Self-standing Observation Deck (Dec 2014)
  - Isolation Cage (Existing)
  - New Docks (Jul 2014)
  - New Pilings (Jan 2014)
  - New Pilings (Nov, 2014)



SW Bay Boulevard



**Phase 1**

**Phase 2**



600 S.E. BAY BOULEVARD NEWPORT, OREGON 97365 (541) 265-7758 FAX (541) 265-4335

March 12, 2013

The Honorable Sandra Roumagoux, Mayor of Newport  
City of Newport Council Members  
169 SW Coast Highway  
Newport, OR 97365

Subject: Replacement of Sea Lion Docks at Port Dock One

Dear Mayor Roumagoux and City Council Members:

As you are aware, the Port of Newport has been working with the Newport Sea Lion Dock Foundation to achieve improvements to the Port Dock One sea lion viewing area and the floating sea lion docks. Many hours have been spent in meetings with Foundation members and surrounding bayfront businesses discussing a long-term solution and viable plan for this project.

Sea lions have been using a set of floating docks adjacent to Port Dock One on the Newport bayfront for almost twenty years. The docks were originally built for use by small boats visiting Newport, but were almost immediately commandeered by sea lions. Port Dock One allows members of the public a rare opportunity to view these interesting and amusing animals up close, and they soon became a key attraction for both tourists and Newport residents alike, and an integral feature of the Newport tourist industry.

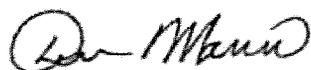
Over the past few winters, storms have damaged the docks, and by spring of 2012, only a 40-foot section of the original 120-foot of dock remained, and this in very poor condition. At a meeting of stakeholders, including the Port of Newport, local business owners, Hatfield Marine Science Center, and Oregon Sea Grant, it was agreed that the docks should be replaced, but the Port explained that it had no resources to apply to the project. A non-profit corporation, the Newport Sea Lion Docks Foundation, was formed in order to fund the replacement of the docks. IRS 501.c.3 status was achieved and the Foundation started collecting public donations and applying to funding sources for the money. In October 2012, the final section of the dock disintegrated. The Foundation has bought an 80-foot length of used dock from the Port but this is unlikely to last much more than a year, and a long-term replacement is needed if this tourist attraction is to continue. The project has widespread support in the community. More details of the project, the Foundation, and several letters of support can be viewed at [www.newportsealiondocks.com](http://www.newportsealiondocks.com), which also promotes Newport as a tourist destination.

The Port of Newport supports the Newport Sea Lion Dock Foundation's application to the City of Newport Tourism Facilities Grant Program for funding. The Port will continue to work with the Foundation towards the mutual goal of maintaining a working dock for our fishing industry at Port Dock One and providing a safe platform for visitors and local residents to view the sea lions and our working waterfront.

It will be incumbent on the Sea Lion Dock Foundation to provide the Port of Newport with a complete package of design and engineering plans prior to proceeding with their project. We look forward to a positive project conclusion.

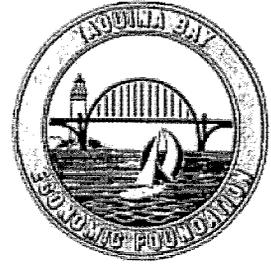
Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Mann". The signature is written in a cursive style with a large initial "D" and "M".

Don Mann  
General Manager

C: Port of Newport Board of Commissioners  
Newport Sea Lion Docks Foundation



November 1, 2012

*Stimulating economic growth  
in the greater  
Yaquina Bay region*

To Whom It May Concern:

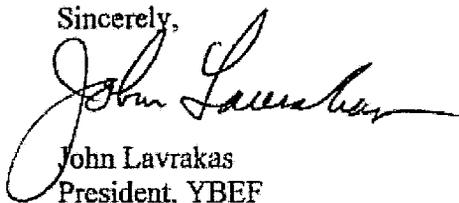
The Yaquina Bay Economic Foundation (YBEF) is an all-volunteer 501(c)(6) corporation formed in 1981 to encourage and promote growth and economic development in the greater Yaquina Bay region. Its members represent a dynamic cross-section of public and private sector business and community leaders from throughout the Newport and Toledo area, including cities, ports, schools, marine science, health care, the arts, and the business sector.

The Newport Sea Lion Docks Foundation, whose directors comprise local merchants, a business consultant, and a marine mammal biologist, is advocating for restoration of a dock on the Newport Bayfront used as a haul out by local sea lions. The dock area is part of the working waterfront used by local fishermen, and has been a major tourist draw for nearly twenty years. Signage on the dock informs visitors about the fishing activities taking place there as well as about the sea lions.

The Newport Sea Lion Dock Foundation has been active in working collaboratively with dockside fishermen, the Port of Newport, and Oregon Sea Grant to establish a docent program, both to provide local interpretation and to help control the crowds for fishermen when visitors crowd onto the docks in the summer time to see the sea lions. Now they are raising funds to restore the docks so this important tourist site can continue to entertain and inform tourists for years to come.

We wholeheartedly endorse the collaborative efforts of the Newport Sea Lion Dock Foundation to restore the sea lion docks.

Sincerely,



John Lavrakas  
President, YBEF



**Central Oregon Coast Association**

P.O. Box 2094  
Newport, OR 97365  
(541) 265-2064 (800) 767-2064  
[www.coastvisitor.com](http://www.coastvisitor.com)

October 17, 2012

Bob Ward  
Newport Sea Lion Docks Foundation  
525 NW 57th Street  
Newport, Oregon 97365

To whom it may concern:

The purpose of this letter is to provide support for the fund raising efforts and good works that the Newport Sea Lion Docks Foundation is providing on behalf of the sea lion population that resides on the docks on the Newport Bay Front. The sea lions on the Newport Bay Front are a tremendous asset to tourism on the Central Oregon Coast. Tourists who visit the Newport Bay Front thoroughly enjoy the sights and sounds of the sea lions, and they enhance and enrich the visitor experience. Sea Lions are very gregarious, social animals and the Newport Bay Front would not be the same without the resident sea lion population that currently resides on the docks. Tourists of all ages delight in watching the sea lions on the Bay Front. Many times I have seen big smiles and excited conversations among tourists while they watch the sea lions from Pier Dock One. They snap photos and share their visitor experience with the sea lions on social media. All of this helps to grow and sustain tourism in Lincoln County.

The Central Oregon Coast Association fully supports the fundraising efforts of the Newport Sea Lion Docks Foundation as a sustainable tourist attraction. Please lend your support to this worthy cause. It's good for tourism and good for local business.

Thank you for your support.

Gale Hart  
Director  
Central Oregon Coast Association  
Office: 541-265-2064  
Direct: 541-921-3120  
[director@coastvisitor.com](mailto:director@coastvisitor.com)



11/27/12

Newport Sea Lion Docks  
525 NW 57 Street  
Newport, Oregon 97365

Tel: (541) 574 4475  
admin@newportsealiondocks.com

To Whom It May Concern,

The Oregon Coast Visitors Association is a regional tourism agency that supports developing and investing in our tourism economy along all 363 miles of the Oregon Coast. We believe the more opportunities and attractions we have to offer visitors, the longer visitors will stay and the greater the long-term economic benefits will be for our coastal communities.

We know that people from all over the county and the world visit the Oregon Coast to experience its raw natural beauty and for the chance to get close to the wildlife which inhabits it. The Newport Sea Lion Docks are one of those rare "free things" that visitors can take advantage of which offers a wonderful wildlife viewing opportunity for all ages and is ADA accessible! Therefore, we are in favor of community projects such as the Newport Sea Lion Docks, which aims to replace/refurbish an iconic, Oregon Coast attraction.

The Oregon Coast Visitors Association encourages community members, potential government and non-profit partners and potential funders to support this grass roots community effort. It is the vision of the people on the People's Coast which keeps our natural beauty protected and accessible for all generations to come and for all the world to enjoy.

Sincerely,

Marcus Hinz  
director@ThePeoplesCoast.com

*OREGON COAST VISITORS ASSOCIATION*

*po box 940 ~ 2200 1st St #490 Tillamook, Oregon 97141 p 541 574 2679 ~ 888 628 2101 ~ c 541 264 0543*

## TOURISM FACILITIES GRANT PROGRAM

### Purpose

This policy is intended to guide the City of Newport in accepting applications and considering grant proposals for funding under the Tourism Facilities Grant Program established by the Newport City Council. The Tourism Facilities Grant Program is funded by local transient room tax revenues, so state law controls the types of projects to which grants may be provided. If a project cannot meet legal requirements, it will not be awarded a grant.

### Title

The provisions adopted by this Resolution shall be known as the "Tourism Facilities Grant Program Rules."

### Policy

It is the policy of the city to make grant funds available to qualified applicants without regard to race, color, religion, sex, sexual orientation, national origin, marital status, age, disability, or familial status.

### Definitions

1. "Applicant" means any 501(c) organization or government entity may apply for a grant from the Tourism Grant Program.
2. "City" means the City of Newport.
3. "City Manager" means the City Manager of the City of Newport or the City Manager's designee.
4. "Council" means the City Council of the City of Newport.
5. "Grant Agreement" is the legally binding contract between the city and the grant recipient. The grant agreement consists of the conditions specified in these rules, special conditions enumerated in the agreement, if applicable, and the grant application approved by the City Council.
6. "Grant Funds" means the funds requested by an applicant and/or the funds delivered to a grantee through the Tourism Facilities Grant Program.
7. "Match" is any contribution to a project made up of funds other than grant funds. Match may include:

- a. Cash on hand or cash that is pledged to be on hand prior to commencement of the project;
  - b. Secured funding commitments from other sources; or
  - c. Pending or potential commitments of funding from other sources. In such instances, Tourism Grant Program funding will not be released prior to secured commitment of the other funds. Pending commitments of the funding must be secured within the time provided in the grant agreement.
8. "Tourism Facilities Grant Review Task Force" is a task force, consisting of seven members, appointed by the City Council in accordance with Resolution No. 3553.

#### Definitions for "Tourism-Related Facilities"

1. "Conference center" means a facility that:
  - a. Is owned or partially owned by a unit of local government, a governmental agency, or a nonprofit organization; and
  - b. Meets the current membership criteria of the International Association of Conference Centers.
2. "Convention center" means a new or improved facility that:
  - a. Is capable of attracting and accommodating conventions and trade shows from international, national and regional markets requiring exhibition space, ballroom space, meeting rooms and any other associated space, including but not limited to banquet facilities, loading areas, and lobby and registration areas;
  - b. Has a total meeting room and ballroom space between one-third and one-half of the total size of the center's exhibition space;
  - c. Generates a majority of its business income from tourists;
  - d. Has a room-block relationship with the local lodging industry; and
  - e. Is owned by a unit of local government, a governmental agency or a nonprofit organization.
3. "Tourism" means economic activity resulting from tourists.
4. "Tourism-related facility":
  - a. Means a conference center, convention center or visitor information center;

- b. Means other improved real property that has a useful life of ten or more years and has a substantial purpose of supporting tourism or accommodating tourist activities.
5. "Tourist" means a person who, for business, pleasure, recreation or participation in events related to the arts, heritage or culture, travels from the community in which that person is a resident to a different community that is separate, distinct from and unrelated to the person's community of residence, and that trip:
- a. Requires the person to travel more than 50 miles from the community of residence; or
  - b. Includes an overnight stay.
6. "Visitor information center" means a building, or a portion of a building, the main purpose of which is to distribute or disseminate information to tourists.

#### Application Requirements

1. Applications that do not comply with the requirements in this section will not be considered.
2. Applications must be submitted on a form provided by the city.
3. Applications for the 2014 grant cycle are due in the City Manager's office by 5:00 P.M. on Friday, May 30, 2014. Applicants must submit ten hard copies of the application and one electronic copy on a flash drive or memory stick. Applications submitted by e-mail or fax will not be considered.
4. All applicants shall supply the following information:
  - a. Name of applicant;
  - b. Name, physical and e-mail address, and fax and telephone numbers of the applicant's contact person(s) and, if applicable, the applicant's fiscal officer(s);
  - c. The name and a description of the proposed project;
  - d. Estimated line item budget for the project;
  - e. Identification of specific project elements for which grant funds will be used;
  - f. A list of any non-grant funds, services or materials available or secured for the project and any conditions which may affect the completion of the project;



3. All applicants who submit qualifying applications will be invited to make an oral presentation to the Tourism Facilities Task Force.
4. Based on the application materials submitted and the applicant's oral presentation, the Tourism Facilities Task Force will forward a recommendation to the City Council as to which applicants should be awarded grant funds, as well as the recommended amount of grant funds to be awarded to each applicant.
5. Applicants recommended to the City Council by the Tourism Facilities Task Force will be expected to make an oral presentation before the City Council.
6. The City Council is not bound by the Tourism Facilities Task Force recommendations.
7. The City Council will make its decision as to which applicants should be awarded grant funds, as well as the amount of grant funds to be awarded to each applicant based on the criteria and rating schedule attached as Exhibit A.
8. The city may require additional information from the applicant to aid in evaluating and considering a proposed project.
9. Applicants will be notified in writing of award of a grant or denial of an application. Written notifications will be sent by first class mail to the address provided in the application. Notifications will be deemed received by the applicant three calendar days after deposit by the city in the United States Mail.

#### Grant Agreement Conditions

1. If a grant application is approved, the City Manager, on behalf of the city, will enter into a grant agreement with the grantee.
2. If the grant agreement has not been fully executed by all the parties within one month of City Council approval, funding shall be terminated. The money allocated to the grant shall be available for reallocation by the city.
3. The terms of the grant agreement may be tailored to fit the project for which the grant funds are awarded. Grantees shall comply with all grant agreement conditions.
4. Obligations of the city under the grant agreement are contingent upon the availability of monies for use in the Tourism Facilities Grant Program.
5. The grantee shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under the agreement.
6. Grant funds may not be used to refinance existing debt.

7. The grantee is responsible for all the expenses of the operation and maintenance of the project, including but not limited to adequate insurance, and any taxes or special assessments applicable to the project.
8. The grantee shall comply with all prevailing wage laws if they are applicable to the project.
9. The applicant's total financial resources must be adequate to ensure completion of the project.
10. Upon notice to the grantee in writing, the City Manager may terminate funding for projects not in compliance with the terms of the grant agreement. The money allocated to the project but not used will be available for reallocation by the City Council.
11. The grantee will obtain all required permits and licenses from local, state, or federal government entities.
12. The city may place additional conditions in the grant agreement as necessary to carry out the purpose of the Tourism Facilities Grant Program, including any provisions that the City Manager considers necessary to ensure the expenditure of funds for the purposes set forth in the application.

#### Distribution of Funds

1. The city will not reimburse the grantee for any expenditures incurred prior to the signing of the grant agreement by all parties.
2. Prior to disbursement of grant funds, the grantee must provide proof that the dollar for dollar required match, based on the total grant funds awarded, has been secured.
3. Funds shall not be disbursed until the City Manager receives satisfactory evidence that necessary permits and licenses have been granted and documents required by the city have been submitted.
4. The city shall retain ten percent of the grant funds until the final project report, as required by the grant agreement, has been approved by the city. Final reports are due within 60 days of project completion. Any unexpended grant funds must be returned to the city with the final report. Upon receipt of the final report, the city shall have 90 days to approve the completed report or notify the grantee of any concerns that must be addressed or missing information that must be submitted before the report is considered complete and reviewed for approval. Once the final report has been approved the final payment shall be promptly provided to the grantee.

## Appeals

1. If the Tourism Facilities Task Force or the City Council denies a grant application, the applicant may appeal the denial to the City Council by submitting a written notice of appeal to the City Manager's office within five business days of the receipt of the denial.
2. Within 20 calendar days of the city's receipt of the written appeal, the City Council will review the denial on the record of the application. No new information will be accepted for review.
3. The applicant is not entitled to an appeal hearing.
4. The City Council's decision on the appeal is final.
5. The City Council's decision regarding the appeal will be transmitted to the applicant at the address provided in the application, by first class mail.