

**CITY OF NEWPORT, OREGON
PERSONAL SERVICES AGREEMENT**

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and Commercial Associates / Wells Investment Properties, LLC (Contractor). This Agreement shall be effective when signed and dated by an authorized representative of each party.

RECITALS

- A. Contractor has the training, ability, knowledge, and experience to provide services desired by the City.
- B. City has selected Contractor to provide services under its public contracting rules.

TERMS OF AGREEMENT

1. SERVICES TO BE PROVIDED

Contractor shall provide the services described in the attached Lease Listing Terms (Exhibit A to this Agreement). To the extent there are any inconsistencies or conflicts between this Agreement and the attached Exhibit A, this Agreement shall control and prevail.

2. TERM

The term of this Agreement shall be one year with an option to extend for up to two additional one-year terms, at City's sole discretion. This Agreement shall expire, unless otherwise terminated or extended, on March 1, 2022.

3. COMPENSATION

Contractor shall be compensated as described in attached Exhibit A to this Agreement.

4. ASSIGNMENT / DELEGATION

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other.

5. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that

Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor 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 (to Contractor or third party) as a result of the finding.

- B. Contractor 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 Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing.
- C. Contractor certifies that Contractor currently has a City business license or will obtain one prior to delivering services under this Agreement.
- D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

6. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws. Acceptance of contractor's work by City shall not operate as a waiver or release. Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this Agreement, except to the extent that the liability arises out of the negligence of the City and its employees. Contractor's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. 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.

7. INSURANCE

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	2,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one fire)	50,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

C. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement that are either subject employers that will comply with ORS 656.017 or employers exempt under ORS 656.126. 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. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

D. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City as an additional insured with respect to this Agreement.

E. 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 certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to City.

F. Certificates of Insurance

As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within the Agreement. A renewal certificate will be sent to the City's address 10 days prior to coverage expiration.

G. Primary Coverage Clarification

The parties agree that Contractor'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.

H. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit contractor's liability under this Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

8. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

City: Spencer R. Nebel, City Manager
City of Newport
169 SW Coast Hwy.
Newport, OR 97365
Phone: 541-574-0601

Contractor: Alan Wells, CCIM
Commercial Associates /
Wells Investment Properties, LLC

202 NW 6th Street
Corvallis, OR 97330
Phone: 541-754-6320

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

9. 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 this Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

10. 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 Contractor. If City terminates the Agreement pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

11. TERMINATION WITH CAUSE

- A. City may terminate this Agreement effective upon delivery of written notice to Contractor, 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, or terminated, 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 Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 4. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

5. If City determines that termination of this Agreement is in the best interest of the City.

Any such 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 contract) to Contractor, may terminate the whole or any part of this Agreement:
 1. If Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 2. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.
 3. If Contractor fails to eliminate a conflict as described in Section 11 of this Agreement.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable attorney fees, and other costs of litigation at trial and upon appeal.

12. ACCESS TO RECORDS

City shall have access to books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

13. FORCE MAJEURE

Neither City nor Contractor 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 disabled, including but not restricted to, an act of nature 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 subcontractor or supplies due to such cause; provided that the parties so disabled shall within 10 days from the beginning of the delay, notify the other party in writing of the cause of delay and its probable extent. The notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under this Agreement.

14. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Contractor 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.

15. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor 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

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.

17. EXTRA WORK

Only the City Manager may authorize additional work not described in Exhibit A. Failure of Contractor to secure written authorization for work not described in Exhibit A shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

18. ATTORNEY FEES

In any action arising under this Agreement, the prevailing party shall be entitled to such sum as the court may award as reasonable attorney fees and court costs, including attorney fees and court costs on appeal.

19. 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.

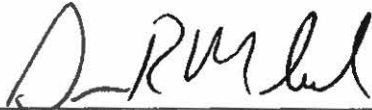
20. COMPLIANCE WITH STATE AND FEDERAL LAWS / RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers' compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this Agreement. (See attached Exhibit B.)

21. SEVERABILITY / COUNTERPARTS

In the event any provision of this Agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect. This Agreement may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.

CITY OF NEWPORT

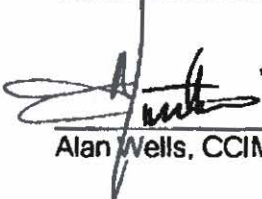


Spencer R. Nebel, City Manager

03-02-21

Date

**COMMERCIAL ASSOCIATES /
Wells Investment Properties, LLC**



Alan Wells, CCIM

3-2-2021

Date

EXHIBIT A
TO PERSONAL SERVICES AGREEMENT

Services to be provided as described in the Lease Listing Terms with any attachments.

LEASE LISTING AGREEMENT TERMS

This Agreement is made and entered into this _____ day of February 2021 Lease listing terms by and between Commercial Associates / Wells Investment Properties, LLC, collectively hereinafter referred to as "Agent," and the City of Newport hereinafter referred to as "Owner."

1. ~~In consideration of their mutual promises,~~ Owner hereby grants to Agent the sole and exclusive right to submit offers to lease and receive security deposits in connection with the real property and improvements thereon legally described and depicted in Exhibit "A" ~~attached hereto~~ attached letter of February 8, 2021; however, Agent shall have no authority to execute any agreement on behalf of Owner, and all lease offers shall be subject to Owner's approval.
2. ~~This Agreement shall commence on the date stated above and shall expire at midnight on February __, 2022.~~
3. Owner will entertain all lease offers received by Agent. Owner authorizes Agent to offer lease terms as follows, such terms being subject to change from time to time upon notice to Agent; however, no lease shall be binding upon Owner until executed by Owner.
 - a. Initial Lease term in the range of 40 year minimum.
 - b. Rental Rates starting at - See attached letter of February 8, 2021.
 - c. Build out ~~to be negotiated on a case-by-case basis and may affect rental rate~~ subject to Newport Municipal Airport development timeline/checklist from Owner.
 - d. ~~Owner pays:~~

<input type="checkbox"/> Taxes	<input type="checkbox"/> Insurance	<input type="checkbox"/> Common Area Maintenance
<input type="checkbox"/> Water/sewer	<input type="checkbox"/> Garbage	<input type="checkbox"/> Electricity
<input type="checkbox"/> Gas	<input type="checkbox"/> Janitorial	<input type="checkbox"/> Other
 - e. Tenant pays:

<input type="checkbox"/> Taxes	<input type="checkbox"/> Insurance	<input type="checkbox"/> Common Area Maintenance
<input type="checkbox"/> Water/sewer	<input type="checkbox"/> Garbage	<input type="checkbox"/> Electricity
<input type="checkbox"/> Gas	<input type="checkbox"/> Janitorial	<input type="checkbox"/> Other
4. Owner hereby gives permission to Agent, and to those acting through the Agent, to exhibit the premises to potential tenants, subject to the rights of current tenants, if any. Owner has no knowledge of any conditions constituting an unusual danger to people on the premises.
5. Owner acknowledges that Agent has advised Owner of the right to seek and to obtain an independent appraisal for the purposes of ascertaining rental rates and market value of the property. Owner further acknowledges that Agent has advised the Owner to seek advice regarding the legal and tax consequences of the leasing or sale of the property.

6. This is an exclusive listing. Owner hereby grants Agent the absolute, sole, and exclusive right to lease the described property during the term of this Agreement. In the event of any consummated lease by Owner or any other person acting on behalf of Owner during the term of this Listing Agreement, Owner agrees to pay Agent the commission described hereafter just the same as if a lease had been consummated through Agent. In the event any agent or subagent (if subagency is offered) shall find a tenant ready and willing to lease the premises for the terms stated herein or for any other such terms as Owner may accept during the term of this Agreement, and a lease is completed, Owner agrees to pay Agent a cash commission for services in an amount equal to:

Six percent (6%) of the aggregate rental for the first 5 years of the tenant's lease term. **Three- and one-half percent (3.5%)** for each year of the tenant's lease term, years 6-10. **No commission** shall be paid for any year of the lease term beyond 10 years. **All commissions** shall be payable on terms negotiated on a tenant-by-tenant basis.

The foregoing commission also shall be due and payable upon any lease completed within one hundred twenty (120) days after the termination or expiration of this Agreement to a tenant placed in contact with the Owner or who became aware of the Owner's desire to lease the property through the efforts of the Agent during the term of this Agreement and any extension hereof.

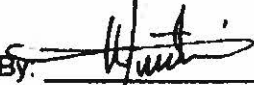
7. Where the tenant, or the Owner and the tenant, have the right to cancel the lease at a time subsequent to the commencement of the term but prior to the expiration date set forth in the lease, Agent shall initially be paid a commission based on the aggregate rental for the uncancellable portion of the term plus any cancellation penalty or fee payable by tenant pursuant to the lease; and thereafter, if the lease is not so canceled or if the right of cancellation is exercised by the Owner only, Agent shall be paid the balance of the commission based on the aggregate rental for the remaining portion of the lease term less the cancellation penalty or fee. If the cancellation is by mutual agreement not pursuant to a provision contained in the lease, or if the right of cancellation is contingent on the Owner's acts or failure to act or otherwise within the Owner's control, Agent shall be paid a commission based on the aggregate rental for the entire lease term. A lease shall not be deemed canceled within the meaning of this paragraph unless the tenant vacates the premises. If the tenant remains under a new arrangement, then Agent shall not be entitled to a commission for a period greater than the term of the original letting unless, however, Agent participates in the new negotiations.
8. If a rental concession is made by Owner allowing tenant not to pay rent for the initial months of the lease term, then the commission shall be calculated on the average rental for the entire term with the first year being deemed to commence on the first day of the first month of the lease term in which rent is payable. If the rental concessions are granted in lieu of Owner performing construction or alteration work and with respect to any other allowances or concessions granted to tenant whether in the form of a credit

against rent, construction, decoration, or otherwise, there shall be no deduction in calculations from the aggregate rent set forth in the lease.

9. Commissions on leases shall be paid in full upon the execution and delivery of the lease by and between Owner and Tenant.
10. ~~In the event either party shall initiate any suit or action at law or appeal on any matter related to this agreement, then the court before which any such suit or action is taken shall award to the prevailing party such attorney's fees as the court shall deem reasonable, and such award and all allowable costs of the event may be either added to or deducted from the balance due under this contract or be a separate obligation as appropriate.~~
11. ~~In consideration of the above agreement,~~ Agent agrees to provide reasonable market exposure and to expend reasonable efforts to effect the lease of the property described herein in accordance with the terms and conditions stated herein. In the event of forfeiture of security deposit, after deducting the expenses incurred by Owner, the balance of the security deposit shall be divided fifty percent (50%) to Owner and fifty percent (50%) to Agent (Agent's share not to exceed the amount which would have been earned as a commission upon completion of a lease).
12. Owner hereby authorizes Agent to distribute marketing flyers offering the property for lease under the terms contained herein and to place advertisements in local, regional or national newspapers, magazines, trade journals, websites, and if a member of a Multiple Listing Service (MLS), in said MLS.
13. Owner hereby authorizes Agent to place signage on the property offering to lease the available spaces
14. ~~This is intended to be a legal and binding contract. If not understood, Owner is advised to seek the advice of an attorney.~~

AGENT:


Commercial Associates / Wells Investment
Properties, LLC

By:  3-2-2021

202 NW 6th Street
Corvallis, Oregon 97330
Ph: (541) 754-6320
E-mail: alan@commercialassociates.org

OWNER:

City of Newport

By:  3-2-21



202 NW Sixth Street• P.O. Box 906
Corvallis, OR 97339
(541) 754-6320
FAX (541) 758-0508

February 8, 2021

Sent Via Email

RE: EXCESS PROPERTIES; NEWPORT, OREGON AIRPORT

To whom it may concern:

You have asked me to provide a summary of my Opinion of Value for the "excess" properties at the Newport Airport. This for purposes of my listing these properties for lease. I have reviewed each of the property's physical characteristics with Lance Vanderbeck, and current zoning and land use issues affecting the properties with Derrick Tokos. My conclusions are detailed below.

The property's values are estimated by taking my Opinion of Value, if the properties were offered for sale, and multiplying by a "rent factor", which effectively is annual investment return the owner of these properties (the City of Newport) would expect in leasing these sites. In general, lower expected rates of return would apply to better credit tenants. Higher rates of return indicate a higher degree of risk the owner would anticipate for the tenant. For example, if a site is leased to a tenant with the financial credit of say McDonalds Corporation, the property owner would anticipate little risk and would, therefore, be willing to accept a lower annual rate of return. If that same property was leased to a non-credit tenant, the owner of the property would want a higher rate of return to offset the higher degree of risk. For purposes of my establishing an overall average "rent factor", applicable to the majority of prospective tenants we will likely encounter, I have chosen an average anticipated rate of return of seven percent (7%). As we progress with the marketing of the properties for lease, we can offer certain "credit tenants" a lower lease rate if we so choose.

I should also point out that I have taken one major issue into consideration in my valuation. This is the lack of municipal sewer service. Without sewer service, an end user of the property will be required to obtain septic system approval. If their septic "need" is too great for a septic system, or if the site is incompatible with a septic system, that prospective tenant will not be able to locate to any of the properties described below as none of the properties are served with municipal sewer service. This is a significant limitation as to the type of tenant we can accommodate.

W-1

I understand this property to be 4.3 acres in size and that negotiations are underway with Lincoln County to locate the Animal Shelter to this site. As such, Lance indicated you would not be including this site with the sites you will be listing for lease.

W-2

Approximately 10.8 acres in size (470,448sf)

Estimated Value: \$3.00/sf or \$1,411,344

Rent Factor: 7%

Estimated Annual Rent: \$98,794

Estimated Monthly Rent: \$8,232

Notes: The size of this property, and odd configuration, limit the kinds of uses that can utilize the entire site. Greater value could possibly be obtained by subdividing the property into 1-2 acre parcels. Likely a developer / lessee would undertake this kind of subdivision.

W-3

Approximately 4.0 acres in size (174,240sf)

Estimated Value: \$3.00/sf or \$522,720

Rent Factor: 7%

Estimated Annual Rent: \$36,590

Estimated Monthly Rent: \$3,049

Notes: Access to this property is via the South Beach Fire Station driveway. This is somewhat limiting. Further the site "may" be impacted by wetlands on the north end. My valuation assumes 100% of the property is developable.

W-4

Approximately 1.3 acres in size (56,628sf)

Estimated Value: \$2.50/sf or \$141,570

Rent Factor: 7%

Estimated Annual Rent: \$9,910

Estimated Monthly Rent: \$826

Notes: Access to this property is via the South Beach Fire Station driveway and then north through the ARF property. This is limiting. Greater value can be obtained "if" approval for direct access to Hwy. 101 can be obtained. Further, some wetlands may be present at the NEC of the site. My valuation assumes 100% of the property is developable.

W-5

Approximately 5.1 acres in size (222,592sf)

Estimated Value: \$1.50/sf or \$333,888

Rent Factor: 7%

Estimated Annual Rent: \$23,372

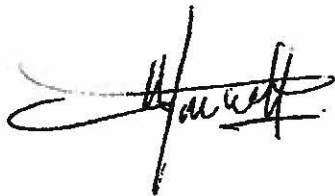
Estimated Monthly Rent: \$1,948

Notes: Access to this property is via the South Beach Fire Station driveway and then north through the ARF property and then through W-4 property. This is significantly limiting. Greater value can be obtained "if" approval for direct access to Hwy. 101 can be obtained.

As noted, there are means by which the value of each of these sites can be enhanced, namely by obtaining approvals for direct access from Hwy. 101. In some cases the limitation of access will prevent end users from considering these sites. I would highly recommend conversations with ODOT take place as to "if" direct accesses can be obtained, and possibly "where" on each site. ODOT may require a frontage road or other means of limiting access. This issue must be fully understood as that, and sewer limitations, will be the most restricting issues affecting these properties.

Please contact me if you have any questions.

Many Thanks,





A handwritten signature in black ink, appearing to read "Alan Wells", with a stylized flourish at the end.

Alan Wells, CCIM

W-2 site

10.8 Acres Non-Aeronautical Development area.

Legend

-  Feature 1
-  POFZ -
-  POFZ - TERRAIN
-  POFZ - TREE

Google Earth

400 ft

W-3 site

4.0 Acres Non-Aeronautical Development area.

Legend

- Feature 1
- POFZ -
- POFZ - TERRAIN
- POFZ - TREE

POFZ - TREE

Google Earth

© 2020 Google



300 ft

W-4 site

1.3 Acres Non-Aeronautical Development area.

Legend

- Feature 1
- POFZ -
- POFZ - TERRAIN
- POFZ - TREE

Google Earth

©2020 Google

200 ft

W-5 site

5.1 Acres Non-Aeronautical Development area.

Legend

- Feature 1
- POFZ -
- POFZ - TERRAIN
- POFZ - TREE

Google Earth

POFZ - TREE

POFZ - TERRAIN

N

EXHIBIT B
TO PERSONAL SERVICES AGREEMENT

RELEVANT PROVISIONS OF ORS CHAPTER 279B

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

1. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

279B.230 Condition concerning payment for medical care and providing workers' compensation.

1. Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
2. Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

279B.235 Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits.

1. An employer must give notice in writing to employees who work on a public contract, 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 days per week that the employees may be required to work.
2. In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time

and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

3. (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, 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 days per week that the employees may be required to work.

Newport Municipal Airport Development Timeline Checklist

The following checklist is designed to help guide potential tenants through the construction process at Newport Municipal Airport. Construction timelines may vary depending on federal, state, and local permitting requirements and regulations. Not all items may apply to every construction project depending on the scope of work, size of building, and commercial or private use.

Step 1: Recommendation of approval from Airport Committee

The Airport Committee meets once per month on the second Tuesday of every month.

- ☐ Submit written request seeking recommendation to build on airport property.
- ☐ Commercial or private use: _____
- ☐ Size of building: Length _____ Feet Width _____ Feet
- ☐ Site number or Vicinity map (overview if not pre-plan site)
- ☐ Site plan
- ☐ Construction material: wood, metal, other: _____

Additional Information: Airport rules and regulations and Newport Municipal Code Chapters 9.40 and 2.25.010 can be found on the City of Newport Web site:
<https://www.newportoregon.gov/dept/adm/documents/newportmunicipalcode.pdf>

<https://www.newportoregon.gov/dept/onp/default.asp>

Step 2: FAA 7460 Form

The FAA 7460 Form will be completed and reviewed by the city's Airport Engineer of Record.

- ☐ The FAA 7460 Form is ready for submission. This process is dependent on the FAA. Current timeline is 45 days. If FAA requires an Environmental Study this could take 12 - 18 months if FAA requires an Environmental Assessment of area. Applicant is responsible for any modification to plans deemed necessary by the FAA.

Newport Municipal Airport Development Timeline Checklist

- ☐ Airport Director will submitted FAA 7460 Form to airport engineer of record for review and final submittal to FAA.

Applicant will have 24 months to acquire approval from City Council or build location will be forfeit for other opportunities.

Step 3: Approval Newport City Council

Upon a favorable recommendation for the Airport Committee and FAA authorization the request will be submitted to City Council for consideration of approval of lease. The Newport City Council meets monthly on the first and third Mondays.

- ☐ Tenant signed copy of lease presented to City Council.
- ☐ Lessee must provide proof of liability insurance naming the City of Newport as additional insured. Non-Commercial Policy coverage \$1M, Commercial Policy coverage \$1.5M
- ☐ City of Newport will provide Lessee a copy of the fully executed lease copy and a letter entitled "Notice to proceed," indicating that the pre-construction process is complete and construction may begin. Lessee will have one year to complete construction and obtain an occupancy permit after lease has been fully executed.

Step 4: City of Newport permitting

Newport Community Development Department will perform initial review of the plan within 30 days. Total process can take 8-12 weeks.

- ☐ City of Newport to verify final plan review and approve by the FAA.
- ☐ Lessee will have the construction footprint surveyed and staked.
- ☐ Lessee will provide documents from surveyor showing site is properly staked.
- ☐ Lessee submit copies of building permits and copy of county/city approved review.
- ☐ A fire suppression review is required during the building permit process.
- ☐ Lessee shall request locates of underground utilities prior to construction.

- ☐ Lessee must obtain any necessary review for impact on project storm water erosion control and any other reviews.

Step 5: After construction is completed

- ☐ City of Newport Building Department to provide a certificate of occupancy after final inspection.

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