

3269

Memorandum of Understanding
between
City of Newport
and
Oregon Department of Forestry

This Memorandum of Understanding (MOU) is made and entered into by and between the State of Oregon, acting by and through its Department of Forestry, hereinafter referred to as "ODF," and the City of Newport, hereinafter referred to as "City," and collectively referred to as the "Parties." Oregon Revised Statutes, Chapter 190 specifically authorizes agreements between units of local government and state agencies for any and all functions and activities that any party to the Agreement may perform.

Recitals

- A. ODF is searching for an appropriately sized, strategically located parcel to replace the aging ODF Unit Office Facilities Compound located in Toledo. The current ODF facility, built in the late 1930's and early 1940's, was originally built on sloped ground in an area with known geologic/seismic risks, and is not adequate for long-term use due to existing constraints, future programming, and mission readiness needs.
- B. After conducting an extensive search, ODF has identified a 0.27-acre City-owned parcel located at 225 NE 73rd Street (Tax Lot 00501, Assessors Map 10-11-20-BD), that when combined with portions of privately-owned parcels located at 235 and 285 NE Iron Mountain Road (Tax Lots 00500 and 00502, Assessor's Map 10-11-20-BD) meet ODF's size and location criteria for a new facility.
- C. The City owned parcel at 225 NE 73rd Street is the current location of City of Newport Fire Department Station No. 3400 (Agate Beach), which would be removed and collocated within ODF's new facility under a long-term lease.
- D. Collocating ODF and City fire resources at this location will be mutually beneficial, providing the Parties with modern facilities sufficient to meet future programming and mission readiness needs, while also creating an environment that will support organizational coordination.
- E. ODF has reached out to the owner of the privately-owned parcels located at 235 and 285 NE Iron Mountain Road (Tax Lots 00500 and 00502, Assessor's Map 10-11-20-BD) and understands that they are potentially willing to sell the additional land needed for ODF to construct a new facility.
- F. The Parties recognize that a transaction of this nature is complex and desire to put in place this MOU to outline steps needed to move the process forward. The terms below set forth the process and decision points for review of this project.

Terms


- A. Parties agree that a future joint use facility on property that is generally of the size and configuration depicted as Parcel 1, a portion of Parcel 2, and Parcel 3 on Exhibit A, could satisfy both ODF's and City's future needs, and that this will require the cooperation of a private landowner that is not a party to this Agreement.
- B. ODF will be responsible for all negotiations with said private landowner and shall secure a Letter of Intent (LOI) with the owner indicating their willingness to sell, and ODF to purchase, the real property needed to create a parcel large enough to construct a new joint use facility. This includes written authorization from that landowner, granting ODF authority to seek tentative approval from the City for a minor replat to place the parcels in a configuration that is generally consistent with what is depicted in Exhibit A.
- C. City authorizes ODF to apply for tentative approval of a minor replat that would consolidate its property at 225 NE 73rd Street into a larger parcel, as shown in Exhibit A provided ODF covers all application related expenses.
- D. City will provide ODF with requested public infrastructure improvements and any anticipated system development requirements related to the sale and proposed construction of the future facility.
- E. Further, City will provide ODF with City of Newport Fire Station 3400 space programming needs so that they can be factored into the design of a future joint use facility. This will tentatively include two (2) fire apparatus storage bays, a small office, sleeping areas for three (3) staff members, and related storage. ODF will take this information and develop a construction cost estimate for City's portion of the future facility.
- F. ODF will have the City's real property at 225 NE 73rd Street appraised by a MAI designated appraiser, licensed in the State of Oregon, and is responsible for all costs associated with the appraisal. A copy of the appraisal report will be provided to the City for its review, and any comments provided by the City will be shared with the appraiser who may, at their sole discretion, elect to modify the appraisal.
- G. If the City disagrees with the evaluation performed by ODF's appraiser then it shall, at its expense, retain a MAI designated appraiser, licensed in the State of Oregon, to perform a separate appraisal with the price of property based on the average of the two appraisals.
- H. The Parties acknowledge that State of Oregon Administrative Rule (OAR) 125-045-0260 requires that ODF present its intent to purchase property depicted as Parcel 1, a portion of Parcel 2, and Parcel 3 on Exhibit A to the Department of Administrative Services' Public Lands Advisory Committee for comment and approval, and that they cannot proceed with the acquisition without first obtaining the aforementioned approval.
- I. The Parties further acknowledge that this project will need to meet all state, local, and bond proceed regulatory requirements, including but not limited to adherence to requirements of the City of Newport's zoning, subdivision, and building codes.

- J. Once the appraisals are completed, tentative minor replat is approved, and ODF has received authorization from the Public Lands Advisory Committee to proceed, the Parties agree to work together to prepare a second MOU to address:
- a. The period of time ODF will be provided to complete constructability due diligence for the property it intends to acquire; and
 - b. City's and ODF's intent to enter into a Purchase and Sale Agreement (PSA) for the City-owned real property at 225 NE 73rd Street, identified as Parcel 1 on Exhibit A; and
 - c. ODF's estimated project construction scope and site improvement(s) cost share agreement that breaks down ODF's and City's portions of the project. It is understood by the Parties that proceeds from City's sale of Parcel 1 will be used to offset all, or a portion of, City's cost share of the project; and
 - d. A long-term lease agreement between ODF and the City memorializing the use of the buildings and ground space, and the shared maintenance, janitorial, utility, and other operational expenses.
- K. ODF and the private landowner are expected to enter into a PSA for that portion of Parcel 2 and Parcel 3, Exhibit A that are to be a part of the new facility, with said instrument being executed concurrent with the PSA between ODF and City.
- L. Further, ODF will be responsible for preparing and filing the final plat to reconfigure the property consistent with the approved tentative minor replat, and as generally shown on Exhibit A, including surveying costs and recording fees.
- M. City agrees to authorize access to its property at 225 NE 73rd Street to ODF, its officials, employees, agents, and contractors to prepare the tentative minor replat application, perform the appraisal, and to undertake such other analysis required to move this project forward. Notification of site visits shall be made to Newport Fire Chief Robert Murphy at 541-574-2649 or by emailing r.murphy@newportoregon.gov.

Notwithstanding anything that might be interpreted to the contrary in the MOU as set forth above, this MOU is not intended to create a binding agreement between the Parties. Rather, it is the intent of the Parties to work together in good faith to implement the terms of this MOU such that the process and decision points fall in place for decision makers to move forward or seek alternatives at appropriate times. It is understood and recognized that formal arrangements, including the sale of the City parcel at 225 NE 73rd Street, recording of the final plat to reconfigure the property, and City lease of a portion of the new facility, will require agreement and approval by the Parties at a future date.

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

City of Newport by

Signature: 

Oregon Department of Forestry by

Michael
Curran
Signature:  Digitally signed by
Michael Curran
Date: 2022.01.06
14:29:00 -08'00'

Printed Name/Title:

DEAN H. SAWYER

169 SW Coast Hwy
Newport, Oregon 97365

Date:

1/5/2021

Printed Name/Title:

2600 State St., Bldg. C
Salem, Oregon 97310-0340

Date:



SITE PLAN DIAGRAM

Tax Lot 10-11-20-BD-00502-00
Owner - Mitchem Investments
Tax Lot 10-11-20-BD-00501-00
Owner - City of Newport
29 NOVEMBER, 2021

SITE PLAN LEGEND

- EXISTING PROPERTY LINE
- ADJUSTED PROPERTY LINE
- PROPOSED EASEMENTS
- ODF FUTURE PROPERTY

NOTE - This diagram was prepared as a preliminary sketch to determine the rough feasibility of the site's ability to accommodate the building program. For guidance from ODF - the buildings, parking, and yard are shown oversized with the understanding that portions of the site shown here as developed may be unusable once further due diligence, field work, and site analysis occurs.

ODF Central Coast Relocation Project

capnarchitecture

