



**AUTHORIZATION FOR
AGREEMENTS, MOUs, OR
OTHER DOCUMENTS OBLIGATING
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: 2023 FARMERS MARKET AGREEMENT Date: 03-22-2023

Statement of Purpose: Approval of 2023 Farmers Market SEP/AGREEMENT

Department Head Signature: [Signature]

Remarks, if any: _____

City Attorney Review and Signature: SEE Attached Email Date: 03-20-2023

Other Signatures as Requested by the City Attorney: _____

	Signature				Name/Position
Budget Confirmed:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>		Date: _____
Certificate of Insurance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>		
City Council Approval Needed:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>			Date: <u>3-6-2023</u>

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 3-22-23

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

FYI below w/attached ...

From: David Allen
Sent: Monday, March 20, 2023 8:14 AM
To: Erik Glover
Cc: Spencer Nebel
Subject: Re: 2023 Lincoln County Farmers Market Agreement

Attached agreement looks okay, but include Exhibits A and B and check to confirm 7:00 a.m. in sections 1 and 5 - I recall the 2022 agreement had changed the time to 6:30 a.m. --David

From: Erik Glover
Sent: Monday, March 13, 2023 8:57 AM
To: David Allen
Cc: Spencer Nebel
Subject: 2023 Lincoln County Farmers Market Agreement

Hi David,

Any concerns with this agreement?

Erik

Erik Glover
Assistant City Manager/City Recorder
City of Newport, Oregon 97365
541-574-0613
e.glover@newportoregon.gov

2023 SPECIAL EVENT AGREEMENT BETWEEN THE CITY OF NEWPORT AND THE LINCOLN COUNTY SMALL FARMERS ASSOCIATION

This special event agreement is between the City of Newport, an Oregon municipal corporation (City), and the Lincoln County Small Farmers Association (Association).

Recitals

- A. Association for years has operated a farmer's market in Newport, on Saturdays. The farmer's market for the 2023 season will be held in the city-owned parking lot on the southeast corner of Highway 101 and Angle Street.
- B. The farmers market, organized by the Association, results in substantial benefit to the City of Newport by providing an attraction for local citizens and tourists and allowing produce, food products, and other items to be provided directly to the public by the producers of the products. Having a farmer's market is in the best interest of the community.

Terms of Agreement

- 1. City agrees to allow Association to operate a farmer's market in the city-owned parking lot at Highway 101 and Angle Street, on Saturdays, from 7:00 A.M. until 3:00 P.M., beginning on March 25, 2023 and ending on December 16, 2023. This allows for set-up and clean-up of the farmer's market. Actual public market hours are 9:00 A.M. until 1:00 P.M.
- 2. This agreement shall be effective when signed by authorized representatives of both parties, and will remain in effect through December 16, 2023.
- 3. City agrees to the use of the parking lot, by Association, for activities associated with the farmer's market. All sidewalks surrounding the parking lot shall be kept clear. All vendors and activities shall occur in the parking lot. The Association may use the two most southeasterly parking spaces for storage of its market supplies. The Association agrees to obtain additional trashcans, at its own cost, if needed.
- 4. The Association must adhere to a parking plan attached to this Agreement as Exhibit A.

Association shall not permit any person to use stakes to anchor tents, awnings, or displays, but shall use weights as necessary to anchor tents, awnings, and displays on city streets, parking lots, or other paved areas.

5. Signage will be provided by the Association as described in Exhibit B - Farmer's Market Signage Plan.

Association will be responsible for setting the signage and barricades no later than 7:00 A.M. on each Saturday of the market. Association will remove the signs on Saturday after the market no later than 3:00 P.M. Signs and traffic devices will be set in locations defined by City staff. The signs and traffic devices must be maintained in place throughout the time the farmer's market is operating. Association will be responsible for storage of all signs, barricades, banners, etc. used to support the market.

Transport and placement of signage and barricades shall not impede traffic on open streets, and shall be the responsibility of the Association.

Any signage and barricades, belonging to the City of Newport, shall be returned to the City by December 21, 2023.

6. City shall not charge Association for use of the parking lot. Association shall maintain a City business license in effect at all times, and shall obtain and comply with any required permits, including sign permits. Association shall be responsible for any damage to City property resulting from its operation of the farmer's market, other than normal wear and tear.
7. Prior to March 25, 2023, Association shall provide evidence that it has obtained and will maintain insurance and complies with the following provisions:
 - a. Insurance coverage limits - \$5 million combined single limit;
 - b. City listed as named insured on separate endorsement;
 - c. The Association's insurance is to be the primary insurance;
 - d. Ten days' notice to City of cancellation;
 - e. Certificate of insurance to be provided before market begins;
 - f. A new certificate will be required annually.
8. The agreement may be terminated by the City on 72 hours' notice if the City Council determines, after a public hearing, that the Farmers Market is no longer in the public interest or if the City determines that the Association is in violation of this agreement.
9. The Association will defend, indemnify, and hold the City harmless for any and all claims arising out of this agreement and any damages resulting therefrom, including but not limited to claims of personal or bodily injury or death, and property damage, whether arising from tort, contract, regulatory or other claim.

CITY OF NEWPORT



Spencer R. Nebel, City Manager

03-22-23

Date

LINCOLN COUNTY SMALL FARMERS ASSOCIATION



Renee Roberts, President

3/20/23

Date

Exhibit A

newport Farmers Market

**2023 Market
Parking Plan for Special Event Permit**

2022 Average Daily Attendance: 400 on Saturday

Market Days: Saturdays starting March 25, 2023 through December 16, 2023

Market Hours: 9 AM to 1 PM.

Guest Attendance: The average visitor to the Market spends about 30 minutes. Our estimates assume one visitor per car, but many people come in groups of two or more, and some walk.

Parking Availability on Saturdays in 2023 (400 visitors over a four-hour time period, approximately 30 minutes each, will require a maximum of 50 parking spaces.)

1. Angle Street – 30 spaces
2. Public parking at the old Salvation Army lot – 20 spaces
3. Lee St between Hwy 101 and 9th St -22 spaces
4. Lot at the corner of 9th and Hurbert – 47 spaces

Total available parking spaces on Friday, 119, approximately 69 more than required.

Vendors are directed to park off-site after they have unloaded. Vendors are required to park in designated parking areas only, leaving those parking spaces closest to the Market for our customers.

Vendors may not park in the adjacent parking lots or close East side streets (i.e. Lee St.). The only option for parking on the East side of Hwy 101 for vendors is the lot on 9th and Hurbert St. The Courthouse parking lot on the West side of Hwy 101 is the optimal choice.



CITY OF NEWPORT
 Community Development Dept.
 169 SW Coast Hwy
 Newport, OR 97365
 (541) 574-0629
 (541) 574-0644 Fax
 INSP: BuildingPermits.Oregon.gov
 or phone: 1-888-299-2821

SIGN PERMIT APPLICATION

Applications may be obtained online at:

www.newportoregon.gov/business/formsAppsPermits.asp

Application MUST be complete for processing, or will be returned

1. Job Information (where work is taking place)

Job Site Address: Hwy 101 and Angle Street
 Name of Property Owner: City of Newport
 Full Mailing Address: _____
 City/State/Zip: _____
 Phone #: _____ Email: _____

2. Applicant Information (person/co who will be permit holder)

Name of Applicant: Newport Farmers Market
 Full Mailing Address: PO Box 11633
 City/State/Zip: Newport OR 97365
 Phone # 541-961-8236 Email: newportfarmersmarket@naso.org
 jmadison

3. Contractor Information (person/co performing the work)

☒ Check if same as Applicant

Name of Contractor: _____
 Full Mailing Address: _____
 City/State/Zip: _____
 Phone #: _____ Email: _____
 CCB # (req'd): _____
 City Business Lic. (req'd): _____

4. Contact Information (person who can provide project info)

Name of Point of Contact: Eric Hannevnan
 Full Mailing Address: same
 City/State/Zip: _____
 Phone #: _____ Email: _____
 Fax #: _____

5. Full Description of Work Proposed: Saturdays

March 25 - December 16, 2023
 6:30 AM - 3:00 PM

6. To be completed by Applicant: PROPOSED SIGN INFORMATION

Type of Sign: (check those that apply)
☐ Wall ☒ Freestanding ☐ Projecting
☐ Roof ☐ Electronic Message Sign
☐ Temporary sign on private property
☒ Temporary sign in public right-of-way (proof of liability insurance is required)

Work Type: (check those that apply)

☒ Erect ☐ Relocate on Site
☐ Alter or Enlarge ☐ Structural Face Change
☐ Paint ☐ Remove for Repair

Office Use Only

Permit #:

Parent Permit Applicable? ☐ Yes ☐ No

Parent #:

7. Proposed Sign Information:

Total height: . . .

Above grade to top of sign:

Sign Length (feet & inches): 2'
 Sign Height (feet & inches): 3'
 Face of sign in square feet: 6'
 Construction materials: Plastic or Wood

Electrical permit required? ☐ Yes ☒ No

Type of illumination: _____

8. Existing Sign Information (req'd for review):

Are there existing signs at the job site address? ☐ Yes ☒ No

If Yes, complete the table below for each sign:

Sign #	Size in Sq Ft	Type of Sign (ex. Wall, roof, etc.)

I hereby certify I have read & examined this application & know the same to be true & correct. All provisions of laws & ordinances governing this type of work will be complied with whether specified herein or not.

Copyright Release: I hereby grant permission to the City of Newport to replicate, scan & post to the internet, in whole or part, drawings & all other materials submitted by me, my agents, or representatives. This grant of permission extends to all copies needed for administration of the City's regulatory, administrative, & legal functions, including sharing of information with other government entities & members of the general public.

Authorized signature: Eric Hannevnan

Print name: ERIC HANNEVNA Date: 2/24/2023

PERMIT FEES:

- For the erection, placement, replacement, or relocation of a sign, a fee of \$143. A supplemental fee of \$121 shall be charged for the initial permit for a mural sign that exceeds the maximum permissible size for a wall sign in the same location. (Nonprofit organizations are exempt from the supplemental fee for a mural sign.)
- For the repair of an existing sign and/or its supporting structure, no fee.
- For demolition or removal of an existing sign and/or its supporting structure, a fee of \$11.
- For temporary signs placed in the right-of-way, a fee of \$35 per sign for the first sign & \$11 per sign for each add'l sign. (Nonprofit organizations are exempt from this fee.)
- For portable signs placed in the right-of-way adjacent to applicant's business, a fee of \$35 per sign per application for the first sign & a fee of \$11 per sign for each add'l sign. Also, a fee for use of the right-of-way of \$25 per month per sign with a maximum of \$100 per calendar year shall be charged. (Nonprofit organizations are exempt from either fee in this section.)

Exhibit B

For temporary signs, provide a list below of approximate locations of proposed signs.
(IF SIGNS ARE TO BE LOCATED IN PUBLIC RIGHTS-OF-WAY, ALSO PROVIDE PROOF OF LIABILITY INSURANCE FOR YOUR BUSINESS OR ORGANIZATION.)

- ① Hwy 101 and Leo St
- ② Hwy 101 and Angle St
- ③ Angle St and SW 9th St

Signs say Newport Farmers Market
And have an Arava

Drawings required to be submitted with application include:

1. One copy of Plot Plan & Civil Drawings – drawn to scale which includes the following:
 - a. North arrow, scale, property lines with dimensions, setbacks from property lines, names of street frontages;
 - b. Layout of buildings, driveways, sidewalks;
 - c. Other applicable structures & features of the property;
2. One copy of all other applicable drawings, calculations, documents, & information;
3. Foundation plan for freestanding sign;
4. Complete sign sections;
5. Construction details (i.e. sign attachments, weight of sign, wall section);
6. Engineering for special condition – expiration date of engineering stamp must be shown.

FOR SIGNS INVOLVING ANY STRUCTURAL WORK, A STRUCTURAL PERMIT IS ALSO REQUIRED.