

805

2024 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 2024 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 30, 2024 and ending on December 21, 2024. 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 21, 2024.
- 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.

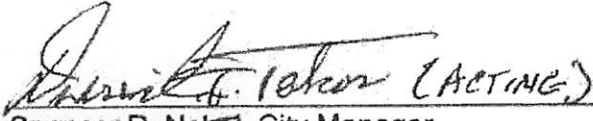
Association will be responsible for setting the signage and barricades no later than 7:00 A.M. on each Saturday of the market. Association will remove the signs on Saturday after the market no later than 3:00 P.M. Signs and traffic devices will be set in locations defined by City staff. The signs and 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 24, 2024.

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 30, 2024, 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
acting

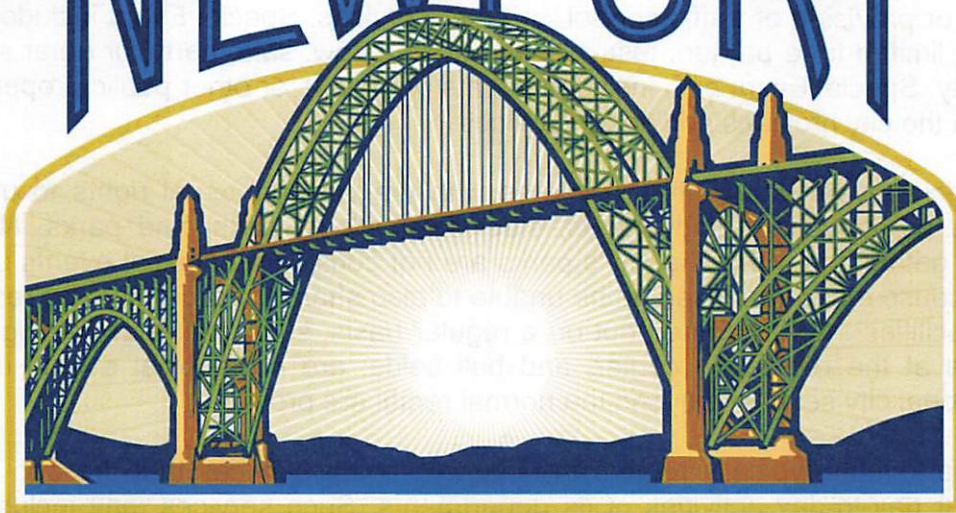
3/28/24
Date

LINCOLN COUNTY SMALL FARMERS ASSOCIATION


Renee Roberts, President

3/28/24
Date

NEWPORT



OREGON

SPECIAL EVENTS PERMIT

APPLICATION PACKAGE

CITY OF NEWPORT SPECIAL EVENT INFORMATION AND GUIDELINES

“Special Event” is any private activity conducted wholly or partly on public property, or that requires the use of city services, such as closure of a street or park, or provision of traffic control, or other services. Special Event includes, but is not limited to, a parade, festival, exposition, show, sale, party, or other similar activity. Special Event also includes events on private or other public property for which the city provides additional services.

A special event is one that interferes with the citizens’ usual rights to use all public property, including streets, sidewalks, alleys, piers, and parks. Normal small gatherings within the city’s parks are not considered special events unless they cause other park users to be unable to also share the facilities. The rental of city facilities that are rented out on a regular basis, such as the swimming pool, rooms at the recreation center, and ball fields, are not special events unless additional city services beyond the normal rental are provided.

Special events typically require the city to provide services that are above the regular day-to-day activities of its departments. Such services may include the cost of special security by Newport police officers, crowd control, traffic control, use of city barriers, special clean up by city workers, etc. These will be billed to the sponsor at a cost-reimbursement basis; however, the cost may be reduced or eliminated as discussed below.

The Council has agreed to partner with some organizations that sponsor special events that can demonstrate they “Benefit the City” by staging their event. This might mean a reduced or no cost charge to the event for some or all of the items listed above. Qualifying factors necessary to show a benefit to the city include:

1. Benefits to local businesses that depend on these special activities for increased revenue to balance lower earnings at other times.
2. Promotion of the city that bring both tourists and future residents and entrepreneurs to our city during these events.
3. The intangible benefit to our citizens from the camaraderie and fun derived from these activities that contribute to the community atmosphere in Newport. Many of the special events are integral parts of the Newport community and provide an invaluable benefit which deserves consideration in determining whether to grant a fee waiver or reduction.

**CITY OF NEWPORT
SPECIAL EVENTS RESPONSIBILITY CHECKLIST (Example)**

EVENT: Newport Farmers Market

Event organizer is responsible for the following:

- 1 Administration of the actual event.
- 2 Set up and take down of all equipment used.
- 3 Clean up during and after event.
- 3 Obtaining and maintaining insurance in the amount of \$ _____ and list the City of Newport as additional insured.
- 4 Paying all expenses related to the event, including awards.
- 5 Providing clean-up personnel at the event site each day to clean up any trash that is created.
- 6 Obtaining all required permits and licenses.

Applicant requests that the City of Newport provide the following:

- 1 Allow use of Parking lot at 101 and Angle St (city facility).
- 2 Provide traffic control:
 - a. no Police officer hours
 - b. no Public Works employee hours
 - c. no Parks employee hours
 - d. no Barriers (Time and location; _____)
 - e. none Other city equipment (Specify: _____)
- 3 Litter pickup. no
- 4 Additional trash removal. no
- 5 Additional Restroom cleaning/supplies. no
- 6 Pre/post event site cleanup.

Newport Farmers Market
Event Organizer

**CITY OF NEWPORT
SPECIAL EVENTS FEE WAIVER CRITERIA**

The city may grant a total or partial fee waiver.

The city will consider the following factors in determining whether to grant a fee waiver for special events:

1. Benefit to the community.
2. Financial benefit to the city government.
3. Financial benefit to businesses in the city.
4. Positive publicity for the city.
5. Whether the event raises money for a charitable purpose or purpose that benefits the community.
6. Whether the event is operated for profit.
7. Whether the event is operated by a non-profit entity.
8. Whether the event promotes education, public health, or public safety.

In addition to these factors, the city will consider whether the event has in the past or is likely in the future to take action that, if taken by a governmental entity, would be unconstitutional. The city will not fund any event that takes action that, if taken by the city, would be unconstitutional.

SPECIAL EVENT APPLICATION

Submit to: City Recorder
City of Newport
169 SW Coast Highway
Newport, OR 97365
Email: e.glover@newportoregon.gov
541.574.0613

This application must be completed, signed and submitted 90 days before the first day of the event. Late applications may be accepted, but the city cannot assure that late applications will be processed in time to issue the permit. Misrepresentation in the application is ground for denial or revocation of the permit. The city may withdraw the permit if the actual event differs from the description in the application materials.

If you cannot answer in the space provided, submit additional sheets

EVENT

Event Name: Newport Farmers Market

Event Date: March 30-December 21, 2024 Time: Saturdays, 9AM-1PM

Location: Parking Lot and corner of Hwy 101 and Angle St

Facilities to be used: Park _____

(Be specific) Street _____

Sidewalk adjacent sidewalks

Other City Property _____

Private Property _____

Set-up dates and start time: Saturdays, 3/30-12/21 2024; set up begins at 6AM

Take-down dates and end time: Usually gone by 3PM at the latest

Estimated crowd size: Participants (including vendors and volunteers)
100

Spectators 1000

Has event occurred previously? yes What dates? 2021-2023

Any changes from previous events? No (If yes, list changes on separate sheet)

APPLICANT

Name: Eric Hanneman

Mailing Address: _____
Newport, OR 97365

Phone: _____

Email: _____

Fax: _____

Contact Person (must be authorized to sign for entity): Renee Roberts

Contact Person Address, Phones, Email _____

Status of Applicant (Type of Entity, For Profit/Nonprofit) Nonprofit

DEPOSIT/REQUEST FOR WAIVER

The City of Newport requires payment for the services it provides to special events, unless a waiver is granted. To process an application, the city requires either submission of a \$25 deposit to be credited against the fees that will be charged or submission of a fee waiver request.

_____ A \$25 deposit is submitted with this application.

XXX A fee waiver request is submitted with this application.

DETAILED DESCRIPTION OF EVENT

Provide a detailed description of activities associated with the event, including a detailed description of city services requested. In the description, state whether food, drink, and/or alcoholic beverages will be served. To the extent that the event involves use of parks, streets or other city facilities, provide a description of how and when the facilities will be used and a diagram of the areas that the event will use. To the extent applicable, provide a parking plan, security plan, medical assistance plan, litter control and disposal plan and any other information that would be useful to the city. Use additional sheets as necessary to provide complete information.

See Responsibility Checklist Example for types of city services that may be required. The city will decide what city services will be provided and how they will be provided. The city may provide more services or fewer services than requested.

Now in its 46th year, the non-profit Newport Farmers Market serves the city of Newport and surrounding areas by bringing seasonal fresh produce, locally crafted value-added farm products, artisans wares, all while vendors serve hot food and coffee. Alcoholic beverages are sampled by OLCC approved vendors but consumption on site is prohibited. The event is held in the parking lot on the corner of Hwy 101 and Angle Streets, from 9AM until 1PM, Saturdays, March through December. Set up begins as early as 6AM and the parking lot is clear by 3PM. Parking for the event is on Angle St, 9th Street, Lee St, and in the parking lots, located at 9th and Hurbert, and Nye and Second Streets. The market pays for trash removal by the local hauler. The market places signs designating disabled person parking on Angle Street, and two signs advertising the market on the 101 crosswalk at Angle St.

The market provides a valuable service to community members qualified for SNAP benefits, by participating in a state-funded program known as Double Up Food Bucks. The DUFEB program doubles the value of SNAP benefits up to \$20/week. DUFEB are only good for fresh produce, whereas SNAP benefits are good for all food products except hot foods. This "free money" benefits the whole market and the city at large by encouraging healthy eating habits and decreasing food insecurity.

TRAFFIC CONTROL

Provide detailed information on traffic control assistance needed from the city, including both barriers and police officers to control traffic. Specify the locations and whether the event or the city will be required to place the barriers:

Traffic control is not needed.

INSURANCE INFORMATION

If a special events permit is granted, evidence of insurance may be required naming the City of Newport as an additional insured.

Eric Hanneman Digitally signed by Eric Hanneman
Date: 2024.03.11 11:56:24 -07'00'

Applicant's Signature

Date: 3/11/2024

Newport Farmers Market
2024 Market
Parking Plan for Special Event Permit

2023 Average Daily Attendance: 500 on Saturday

Market Days: Saturdays starting March 30, 2024 through December 21, 2024

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 (500 visitors over a four-hour time period, approximately 30 minutes each, will require a maximum of 63 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 56 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: Highway 101 and Angle St
 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 1633
 City/State/Zip: Newport, OR 97365
 Phone #: 541-961-8236
 Email: newportfarmersmarketmanager@gmail.com

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

XX 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 Hanneman
 Full Mailing Address: 1328 NW Nye St
 City/State/Zip: Newport, OR 97365
 Phone #: 541-270-2281 Email: smoothsailing@riseup.net
 Fax #: _____

5. Full Description of Work Proposed:

Placing 2 sign on the corner of Hwy 101 and Angle St

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: 3 feet

Sign Length (feet & inches): 2 feet

Sign Height (feet & inches): 3 feet

Face of sign in square feet: 6 feet/2sided

Construction materials: Plastic or wood

Electrical permit required? No

Yes Type of illumination: none

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 Hanneman Manager

Print name: Eric Hanneman Date: 3/13/2024

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.)

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 Angle St
2. Hwy 101 and Lee St
3. Angle St and SW 9th St

Signs announce Newport Farmers Market and have an arrow

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.