



SPECIAL EVENT PERMIT

A Special Event Permit is approved for the following:

Event Name: Lincoln County Small Farmer's Market Association d/b/a Newport Farmer's Market

Event Date: May 7, 2016 through October 29, 2016 - every Saturday within this timeframe from 6:30 A.M. until 3:00 P.M.

Location: SW Lee Street between SW 2nd Street and Highway 101 (excepting the exit from the Bank of the West driveway), and SW 7th Street between SW 2nd Street (excepting access to the Bank of the West parking lot) and SW Lee Street (including the intersection).

Special Events are approved for only the specified dates, times, and locations stated above.

Special Events are subject to the provisions of Chapter 9.80 of the Newport Municipal Code and are subject to closure by the police department for failure to comply.

The city may revoke a permit if it is determined by the City Manager that the event is being operated in violation of the Newport Municipal Code.

The city may revoke a permit and/or apply a fine of up to \$500 per day if it determines an applicant has violated the Newport Municipal Code.

In addition to the provisions of Chapter 9.80 of the Newport Municipal Code, and other ordinances and laws, this event is governed by an agreement between the Lincoln County Small Farmer's Association and the City of Newport included as Attachment A to this Special Event Permit.

This permit is subject to the Lincoln County Small Farmer's Market Association obtaining any necessary temporary structure permits from the City of Newport.



Spencer R. Nebel, City Manager

04-11-16

Date

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

This 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, from May to October. The farmer's market for the 2016 season is to be held on SW Lee Street between SW 2nd Street and Highway 101 (excepting the exit from the Bank of the West driveway), and SW 7th Street between SW 2nd Street (excepting access to the Bank of the West parking lot) and SW Lee Street (including the intersection).
- 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. This agreement shall be effective when signed by authorized representatives of both parties, and will remain in effect until October 30, 2016.
- 2. City agrees to the closure of SW Lee Street between SW 2nd Street and Highway 101 (excepting the exit from the Bank of the West driveway), and SW 7th Street between SW 2nd Street (excepting access to the Bank of the West parking lot) and SW Lee Street (including the intersection), as provided in Attachment A - Farmer's Market 2016 Traffic Control Plan. All sidewalks shall be kept clear. All vendors and activities shall occur within the barricaded area.
- 3. City agrees to provide the following signage and barricades for placement at the locations provided in Attachment B- Farmer's Market Parking Signage:
 - a. 6 Type III barricades;
 - b. 4 "Street Closed" signs;
 - c. 1 "Street Closed to Thru Traffic" sign;
 - d. 2 "Congestion" signs;
 - e. 3 "Farmer's Market Parking" signs;
 - f. Sufficient number of Type II barricades to mount the signs.

Transport and placement of signage and barricades shall not impede traffic on open streets.

4. City agrees to allow Association to operate a farmer's market on SW Lee Street between SW 2nd Street and Highway 101 (excepting the exit from the Bank of the West driveway), and SW 7th Street between SW 2nd Street (excepting access to the Bank of the West parking lot) and SW Lee Street (including the intersection), on Saturdays, from 6:30 A.M. until 3:00 P.M., beginning on May 7, 2016 and ending on October 29, 2016. 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.
5. City shall not charge Association for the street closure or signage and barricades. 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.
6. Association will be responsible for setting the signage and barricades no later than 6:30 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 streets are closed. Association will be responsible for storage of all signs, barricades, banners, etc. used to support the market.
7. 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.
- . All signage and barricades, belonging to the City of Newport, shall be returned to the City by November 4, 2016.
8. Prior to May 7, 2016, Association shall provide evidence that it has obtained and will maintain insurance and complies with the following provisions:
 - a. Insurance coverage limits - \$1 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.
9. 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.

10. The Association will 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

04-11-16

Date

LINCOLN COUNTY SMALL FARMERS ASSOCIATION



Mary Young, President

4-12-16

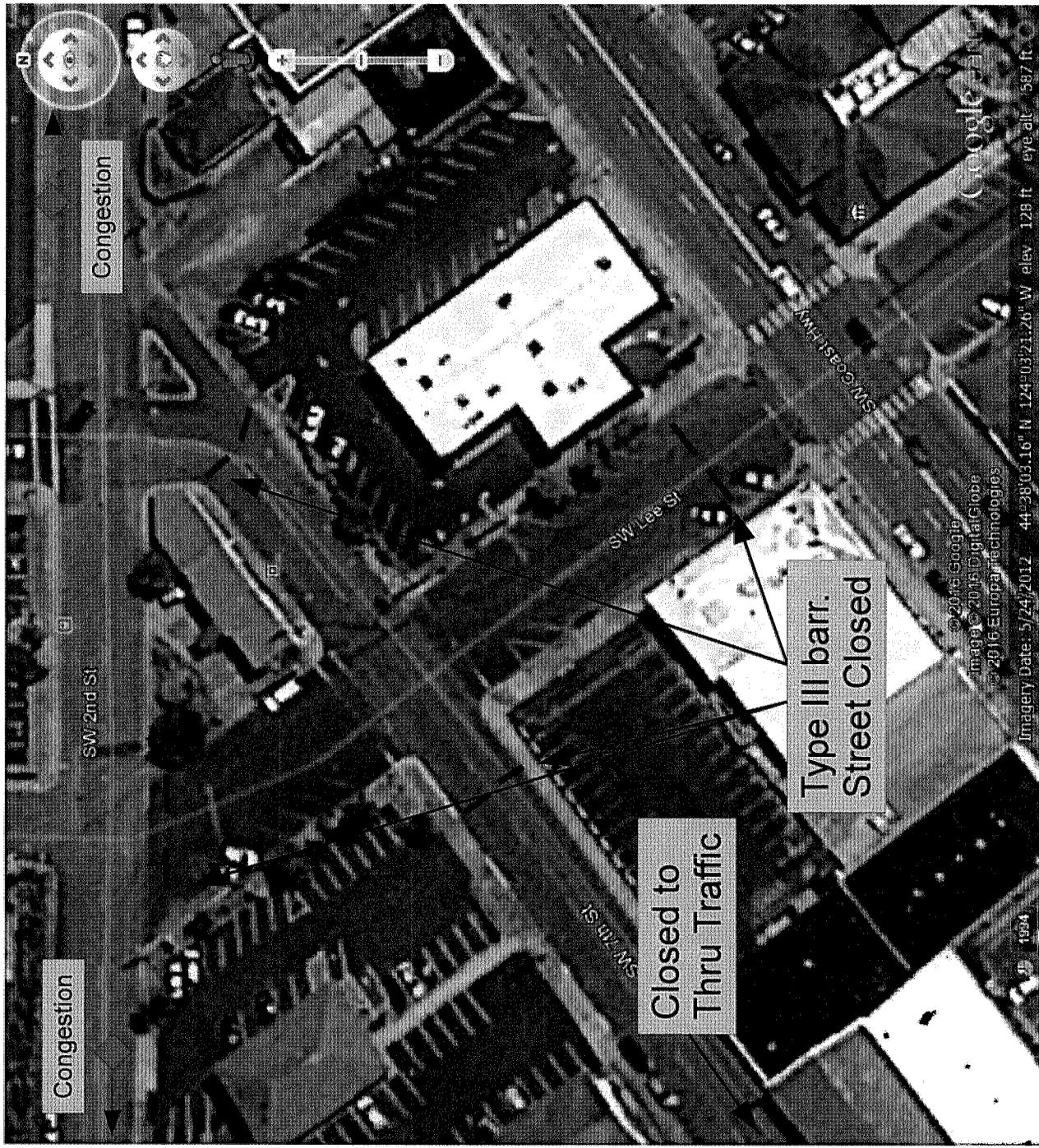
Date

APPROVED AS TO FORM:



Steven E. Rich, City Attorney

Farmers' Market 2016 Traffic Control Plan



Farmers' Market Parking Signage

