

**Memorandum of Understanding  
between  
City of Newport (“City”),  
and  
Lincoln County (“County”)**

This Memorandum of Understanding (MOU) is between Lincoln County (County) and the City of Newport (City). This MOU is intended to reflect an understanding between the parties on a process to lead to a decision on the relocation of the Lincoln County Animal Shelter (Animal Shelter) to City owned property adjacent to the Newport Airport. It does not bind either party to a final decision on relocation, or the terms of the necessary agreements to undertake that relocation. It does evidence the commitment of both parties to thoroughly explore the viability of this option for the future Animal Shelter.

**Recitals**

- A. The current Lincoln County Animal Shelter was built in the middle 1960s on the grounds of the Lincoln County Commons. It underwent remodeling/expansion in the middle 1990s. Due to several issues in the original construction and the remodeling project, the Shelter, despite repeated remediation efforts, developed conditions which required the demolition of the facility in 2019. A temporary shelter facility now occupies the site while the County explores options for relocation and modernization of Animal Shelter Facilities.
- B. In examining options for the Animal Shelter, the County desires to keep facilities centrally located within the County if possible, provide adequate space for expansion not available at the current site, and ensure compatibility with surrounding uses, especially residential uses, in the new location. City supports those efforts.
- C. City owns property adjacent to the Newport Airport which is available and appears to meet the objectives of both the City and the County. The site has sufficient area to allow for a modern facility with amenities such as dog runs and open areas for exercise, good vehicle access, parking, infrastructure options, and compatibility with airport operations. It is not near any residential developments. The site is generally shown on Exhibit “A”.
- D. The concept of an Animal Shelter adjacent to the Airport has been preliminarily reviewed by the Newport Airport Committee and City Council which both directed that a Memorandum of Understanding be developed to outline a process to further explore the viability of this project in that location.
- E. The parties understand and agree that any project will need to meet all state and local regulatory requirements, including but not limited to, adherence to any requirements of the Newport Airport Master Plan, and planning requirements including a Conditional Use permit compliant with the Newport Airport Overlay Zone.

F. The Terms below set forth the process and decision points for review of this project:

## Terms

- A. The Parties will determine the exact boundaries of the property to be used in the project. The County desires up to 5 acres (plus or minus given the actual area of the property and the terms of the arrangement for use of the property). Staff shall make recommendations to the Board of Commissioners, City Council, and Airport Committee on the boundaries.
- B. The Parties will agree on the allowed uses at the site. In addition to the Animal Shelter Facility with room for expansion, additional shelter amenities will be explored with the City. These include but are not limited to, dog runs, exercise areas, larger animal corrals or shelters, pet adoption facilities. These may or may not be incorporated directly into the Animal Shelter but need to be identified and approved for planning purposes.
- C. The County desires to incorporate an option for storage facilities into the plan. These would include but not be limited to storage for Animal Services purposes, emergency services purposes, and general county storage needs. The County is willing to explore arrangements for shared spaces with the City and Airport for these storage facilities.
- D. As currently understood by the Parties, County use of the site will likely be accomplished through a long-term lease. The County is open to (and would prefer) outright purchase of the property, but if that is not an available alternative, then the terms of the lease arrangement, including but not limited to length, amount, and other conditions will need to be developed. It is understood by the parties that the City will be seeking a fair return on the property through the lease, while the County is providing a needed public service supported by both parties at the site which must be reflected in its operational costs. The Parties agree to explore any tax savings that might benefit both parties through the lease arrangement.
- E. The Parties understand that any use of the site will require a Conditional Use Permit issued by the City. County will immediately begin the process of preparing a Permit application through appropriate professional consultants who will also conduct the required planning needed to identify County, staff, stakeholder and public desires for the facilities and services at the site. Plans sufficient for Permit purposes will be included in Phase I of that County Planning process. All professional services costs shall be borne by County.
- F. The City will undertake its analysis of the lease terms. Any costs associated with that analysis shall be borne by City.
- G. The tentative timeframe and decision points for the Project shall be as follows:


a. Presentation for Approval of MOU	January 19, 2021
b. Survey of Project Boundaries (County)	February 15, 2021
c. Determination of Project Site Boundaries (Parties)	March 15, 2021
d. Draft Lease terms identified (Parties)	April 15, 2021
e. Lease Appraisal Prepared (City)	May 30, 2021

- f. County RFP and Planning Phase 1 begins (County) Immediately
- g. Conditional Use Permit Application (County) March 30, 2021
- h. Conditional Use Airport Committee, FAA input TBD
- i. Conditional Use Permit Decision (City) May 30, 2021
- j. Lease finalized (Parties) June 15, 2021
- k. Planning Phase 2 (construction, bidding documents) (County) July 30, 2021
- l. Construction Begins (County) September 1, 2021

H. City agrees to authorize access to the subject site to County, its officials, employees, agents, and contractors to undertake analysis and testing as may be required to move this project forward. Notification of site visits shall be made to Airport Director Lance Vanderbeck at 541-867-7422 or by emailing [l.vanderbeck@newportoregon.gov](mailto:l.vanderbeck@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 a final sale or lease and conditional use permit and any further documentation required for Airport operations will be required to be approved and adopted by the Parties.

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

City of Newport by  
 Signature: 

Lincoln County by  
 Signature: 

Printed Name/Title:  
*Spencer R. Nebel*  
*City Manager*

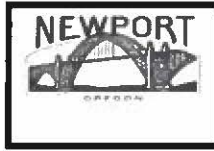
Printed Name/Title:  
*Doug Hunt*  
*commissioner, chair*

169 SW Coast Hwy  
 Newport, Oregon 97365

225 W. Olive  
 Newport, Oregon 97365

Date: 1-25-21

Date: 1/20/2021



**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: MOU with Lincoln County for Animal Shelter Date: 1/20/2021

Statement of Purpose: MOU between the City of Newport and Lincoln County Regarding Lease of land for Animal Shelter at the Airport.

Department Head Signature: [Signature]

Remarks, if any: \_\_\_\_\_

City Attorney Review and Signature: [Signature] Date: 1/21/2021

Other Signatures as Requested by the City Attorney: \_\_\_\_\_

						Name/Position
						Date: _____
Budget Confirmed:	Signature	Yes	No	N/A	x	
		<input type="checkbox"/>	<input type="checkbox"/>			
Certificate of Insurance Attached:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	x
City Council Approval Needed:	Yes	x	No		Date:	<u>1/19/2021</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: 1-26-21

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: [Signature] Date: 1/26/2021

Date posted on website: 1/26/21