

From: Jim Mosher <jimmosher@yahoo.com>
Sent: October 29, 2025 11:59 AM
To: CDD
Subject: Comments on ZA Item 2 (10/30/2029 meeting)

These comments refer to the [posted staff report](#) for Item 2, Uptown Newport Development Agreement Annual Review (PA2025-0159), on the October 30, 2025, Zoning Administrator agenda.

1. The staff report does not explain how an annual review covering the period of February 2024 to August 2025 (per bottom of page 4), a period of 18 or 19 months (depending on whether it includes or ends with August 2025), is consistent with the stated requirement (in the previous paragraph) to conduct a review "*at least* once every 12 months."
2. The staff report appears to rely, at least in part, on the developer's Annual Report, consisting of an undated letter (Attachment No. ZA 2), whose reporting period is a bit difficult to be sure of. While the list of numbered accomplishments beginning on handwritten page 11 begins with a statement that "*The following summarizes notable accomplishments during the 2024 calendar year,*" it includes things that happened in 2025, which is more in keeping with the caption at the top of the letter referring to "Calendar Year, 02/2024 to 08/2025." It also includes some that happened before February 1, 2024. It seems a rather loose and unconventional understanding of "calendar year."
3. Whatever the period covered, Paragraph 9 in the developer's Annual Report is admirably candid in noting "*that a few residents from Parkhouse Residences voiced opposition to*" the extension of the Tower Jazz sunset date. As I recall, they indicated to the Planning Commission that they had made their purchases with an expectation that Tower Jazz would shut down on or before the previously-promised date, and seeing the date extended, seemed to feel they were victims of a "bait and switch."
4. Both the City staff report and the developer's Annual Report seem to focus on accomplishments. While accomplishments are good to see, are there any things that raise questions of compliance with the terms of the Agreement?
5. There is very little mention in either about the promised public benefits. What is the status of those? What public benefits remain to be paid or otherwise fulfilled?

-- Jim Mosher