

# AGENDA

## Warrenton Urban Renewal Agency

April 23, 2019 – 6:00 p.m.

Warrenton City Hall – Commission Chambers  
225 S. Main Ave.  
Warrenton, Or 97146

1. CALL TO ORDER
2. ROLL CALL
3. CONSENT CALENDAR
  - A. Urban Renewal Agency Meeting Minutes – 3.26.19
4. BUSINESS
  - A. Consideration of Urban Renewal Property Lease – 267 S. Main Ave.
5. ADJOURN

**Warrenton City Hall is accessible to the disabled. An interpreter for the hearing impaired may be requested under the terms of ORS 192.630 by contacting Dawne Shaw, City Recorder, at 503-861-0823 at least 48 hours in advance of the meeting so appropriate assistance can be provided.**

3-A

MINUTES  
Warrenton Urban Renewal Agency  
March 26, 2019  
Warrenton City Hall - Commission Chambers  
225 S. Main  
Warrenton, Or 97146

Chair Balensifer convened the Urban Renewal Agency meeting at 6:05 p.m.

Commissioners Present: Chair Henry Balensifer, Rick Newton, Tom Dyer, Mark Baldwin, and Pam Ackley

Staff Present: Executive Director Linda Engbretson, Finance Director April Clark, Community Development Director Kevin Cronin, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, and Secretary Dawne Shaw

CONSENT CALENDAR

- A. Urban Renewal Agency Meeting Minutes – 1.08.19

**Commissioner Ackley made the motion to approve the Consent Calendar as presented. Motion was seconded and passed unanimously.**

**Dyer – aye; Ackley – aye; Baldwin – aye; Newton – aye; Balensifer**

Community Development Director Kevin Cronin stated he has received an unsolicited offer to use the Urban Renewal Agency owned property adjacent to the Fire Station. He met with a gentleman who is interested in putting a food cart on the property; and noted he wanted to get some feedback before moving any further. He stated this is an opportunity to achieve some of the things that the RDI downtown action group has been working on; and also lease revenue for property that is underutilized. Mr. Cronin stated the lot could also be used for overflow parking for the future location of Arnie’s restaurant. Chair Balensifer stated he heard about the interest and connected him with Mr. Cronin. He stated until we have the need to use that lot, it’s a great way to bring more things downtown. Ms. Engbretson noted the need to keep in mind that the Fire Department does use the lot for training and parking. Commissioner Newton stated he will abstain from voting as he has a vested interest in the matter. Commissioner Dyer noted it is a good idea but need to leave room for Arnie’s parking; Commissioner Ackley stated she is interested in seeing how it unfolds. Brief discussion continued.

**Commissioner Ackley made the motion to direct staff to enter lease negotiations and return**

**with a proposal at a future Agency meeting. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – abstained; Ackley – aye; Dyer – aye; Balensifer – aye**

Chair Balensifer noted one thing to mention, that a while back the city was approached about buying the vacant lot across the street, and it would be good idea to revisit the idea. Consensus was to explore the option of buying the empty lot across from City Hall.

There being no further business Chair Balensifer adjourned the URA meeting at 6:11 p.m.

APPROVED:

\_\_\_\_\_  
Henry A. Balensifer III, Chair

ATTEST:

\_\_\_\_\_  
Dawne Shaw, Secretary

4-A

*"Making a difference through excellence of service"*



# CITY OF WARRENTON

## AGENDA MEMORANDUM

TO: Warrenton Urban Renewal Agency  
 FROM: Kevin A. Cronin, AICP, Community Development Director  
 DATE: For the Agenda of April 23, 2019  
 SUBJ: Use of URA Owned Property | 267 S Main Ave

### SUMMARY

The City received an unsolicited offer to use URA owned property adjacent to the Fire Station. It is currently an overflow, graveled parking lot. A new food cart would like to lease the property for the summer season. On March 26, the Urban Renewal Agency authorized staff to enter negotiations with the food truck business owner.

Attached is a lease agreement for review and site plan illustrating the location and set up. The proposed location does not conflict with the Fire Department training regimen. This is a short-term lease (6 months) to test market during the busier summer season. If the "proof of concept" works, and the business is a good fit for the City and downtown, the lease can be renegotiated next year.

### RECOMMENDATION/SUGGESTED MOTION

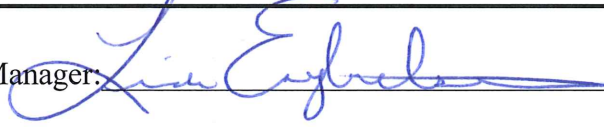
*I move to authorize the City Manager to sign the lease agreement.*

### ALTERNATIVE

*I move to table the discussion until such time there is additional information to consider.*

### FISCAL IMPACT

The lease of URA owned property can generate revenue that is not being collected at this time. Monthly payments could result in a minimum of \$2,100 of new revenue.

Approved by City Manager:   
 All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.

## LEASE AGREEMENT

Warrenton Urban Renewal Agency

### **TRES BRO'S FOOD TRUCK**

THIS AGREEMENT, made and entered into this \_\_\_ day of April 2019, by and between the WARRENTON URBAN RENEWAL AGENCY, a municipal corporation of the State of Oregon, hereinafter called "LANDLORD," and TRES BROS, an Oregon for-profit Corporation, hereinafter called "TENANT."

IN CONSIDERATION of the covenants herein contained to be kept and performed by the TENANT, LANDLORD does hereby lease, demise, and let unto the TENANT those premises known as the "Fire Station Lot" at 267 S Main Ave in the City of Warrenton, County of Clatsop, State of Oregon.

#### (1) TERM OF LEASE

The lease period shall be from May 1<sup>st</sup> to October 1st 2019. Operating hours shall be 11 am to 7 pm. A monthly payment of \$350 per month plus utilities shall be furnished by the 4<sup>th</sup> day of the month. After July, the amount shall be \$400 per month plus utilities.

#### (2) USE OF PREMISES

TENANT shall use said leased premises for a mobile food truck, outdoor eating space for customers, and parking. Exhibit A illustrates the use of the space. The parking lot can be used at any time by the Fire Department for training purposes. Fire Department shall provide 48 hour notice to tenant prior to operations

TENANT agrees to make no unlawful or offensive use of said premises; to permit no waste; to comply with all laws, ordinances and regulations of any public authority; to promptly pay all water, light, power and any other utilities on the premises; and to keep the premises neat and orderly.

TENANT agrees to comply with all licenses, permits or other applicable regulations to operate a business in Warrenton.

LANDLORD shall establish water service and install a water meter.

TENANT shall establish electrical service.

#### (3) LANDLORD'S RIGHT OF ENTRY

It shall be lawful for the LANDLORD, its agents and representatives, at any reasonable time, to enter into or upon said demised premises for the purpose of examining the condition thereof, or any other lawful purpose.

(4) LIENS

TENANT will not permit any lien of any kind, type or description to be placed or imposed upon the leased premises or any part thereof.

(5) CLEAN-UP AND RESTORATION

TENANT shall be totally responsible for all clean-up and restoration of the leased premises to their original condition after each day operation.

LANDLORD shall charge TENANT for garbage disposal based on LANDLORD'S current rates for quantity picked up.

(6) INSURANCE

TENANT shall provide LANDLORD with a policy evidencing comprehensive general public liability coverage with limits not less than one million dollars per person and name LANDLORD as co-insured.

(7) FIRE/POLICE PROTECTION

Fire and police protection will be coordinated through the City of Warrenton's Fire and Police Departments.

(8) DEFAULT

In the event of failure by TENANT to comply with any term or condition of this lease within ten (10) days after written notice by LANDLORD specifying the nature of the default, LANDLORD, at its option, may elect to terminate the lease and TENANT agrees to vacate the premises, removing TENANT'S property and performing any necessary clean-up. LANDLORD may take possession of the premises. LANDLORD shall be entitled to recover, as damages, the reasonable costs of re-entry as stated above. The foregoing remedy shall be in addition to any other remedies available to LANDLORD under applicable law.

(9) TERMINATION

At the expiration of the term of the lease, or on any sooner termination thereof, TENANT will deliver up said leased premises to LANDLORD, peaceably and in good order and in the condition existing prior to the festival.

(10) NON-WAIVER

Waiver by LANDLORD of strict performance of any provision of the lease shall not be a waiver of or prejudice LANDLORD'S right to require strict performance of the same provision in the future or of any other provision.

(11) NOTICE

Any notice required or permitted under this lease shall be given when actually delivered or forty-eight (48) hours after deposited in the United States mail as certified mail addressed to the following addresses or to such other address as may be specified in writing from time to time by either of the parties:

LANDLORD:           City of Warrenton  
                          PO Box 250  
                          Warrenton, OR 97146

TENANT:             Tres Bro's  
                          1485 8<sup>th</sup> St  
                          Astoria, OR 97103

(12) ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

If any party to this agreement places it in the hands of an attorney for collection or enforcement of the covenants contained herein, as a consequence of a default, the party in default agrees to pay the reasonable fees and expenses of such attorney, even though no suit or action is instituted, as a consequence of default.

(13) SUCCESSORS

The provisions, covenants and conditions of this lease agreement shall be binding upon and insure to the benefit of the heirs, personal representatives, successors and permissible assigns of the parties hereto.

(14) ASSIGNMENT

TENANT shall not assign, transfer, pledge, hypothecate, surrender or dispose of this lease or any interest, or permit any other person or persons whomsoever to occupy the leased premises without the written consent of LANDLORD being first obtained.

TENANT'S interest in whole or in part cannot be sold, assigned, transferred, seized or taken by operation of law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against TENANT, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to TENANT, or in any other manner, except as herein specifically mentioned.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first here-above written; the signatures of the Warrenton Urban Renewal Agency and Tres Bro's being by authority of its Warrenton Urban Renewal Agency Directors and Owner, respectively.

LANDLORD:

Warrenton Urban Renewal Agency  
A Municipal Corporation of the State of Oregon

By: \_\_\_\_\_  
Linda Engbretson  
City Manager

TENANT:

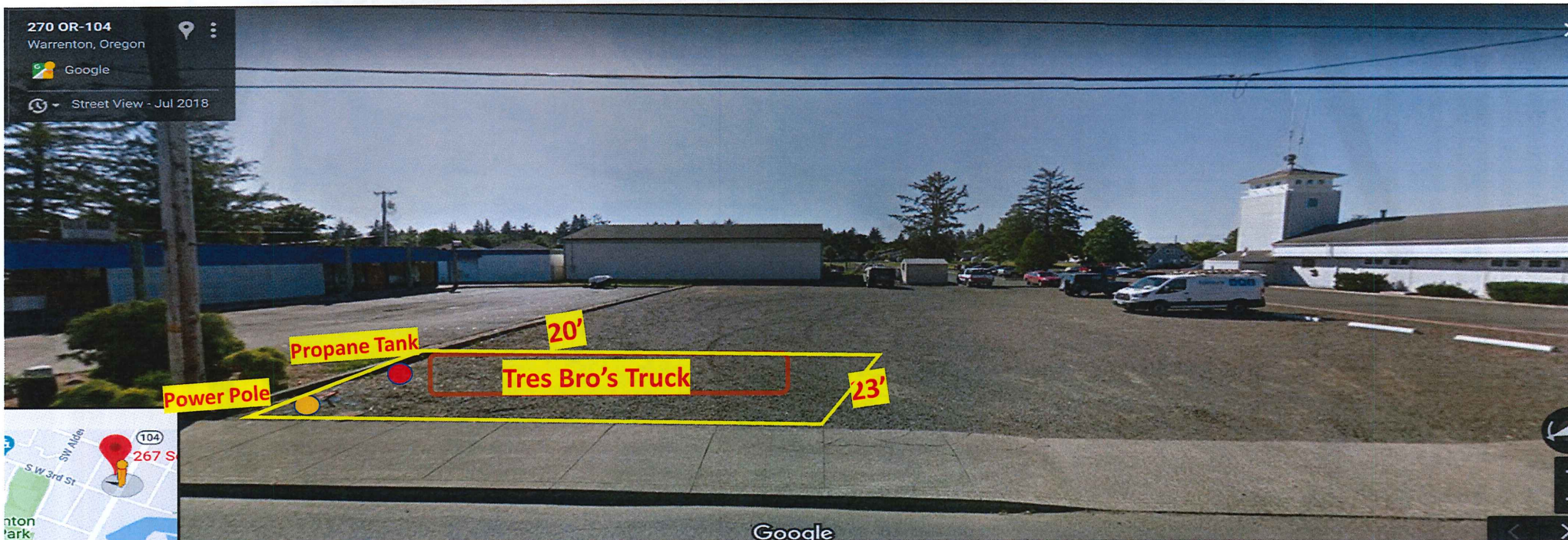
Tres Bro's,  
A for-profit Corporation of the State of Oregon

By: \_\_\_\_\_  
Joshua Colby  
Business Owner

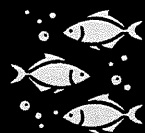


# Tres Bro's

## 276 S Main Ave Warrenton Proposal



- Food service window to face main street side
- Commercial rubber mats will be used from sidewalk to ordering window to provide for ADA Access
- Mini-Mart has agreed to allow our staff to use their restrooms when city hall is closed
- Grease Interceptor will be installed prior to opening
- Waste will be disposed once/twice per week offsite
- Tables to be discussed at later date once business established
- Propane tank will have mobile concrete barrier



# TRES BRO'S

**WRAPS** - Lettuce leaf stuffed with **Your Choice**, mixto\*, cilantro, served with pinto beans, and a sprinkle of cheese

<u>Grilled Mahi</u>	a la carte	plate
<u>Grilled Shrimp</u>	a la carte	plate
<u>Local Catch: Seasonal</u>	a la carte	plate

**TACOS** - Corn tortillas stuffed with **Your Choice**, picada\*, cilantro, served with pinto beans, and a sprinkle of cheese

<u>Carne Asada</u>	a la carte	plate
<u>Pollo Asada</u>	a la carte	plate
<u>Shrimp</u>	a la carte	plate

**Sides-**

Queso Frito Delectable Latin American cheese pan seared to perfection

Gallo Pinto Nicaraguan signature amalgamation of seared rice and beans

Crema Sour cream

Picada Nicaraguan blend of diced tomato, onion, cilantro, lime juice

Mixto Seared bell pepper and red onion

Tortillas Corn tortillas

Maduro Nicaraguan signature of sweet-plantains seared to perfection

**BOWLS** - Gallo Pinto\* topped with **Your Choice**, maduro, queso frito, picada\*, & crema

<u>Carne Asada</u>
<u>Pollo Asada</u>
<u>Shrimp</u>
<u>Vegetarian Option (no meat)</u>
<u>Uncle Tut (surf &amp; turf)</u>

**CEVICHE** -

Lime marinated **Shrimp**, onion, cilantro, tomato, lime, tortilla chips, and your choice of heat\*

**Heat Options: No Heat, Medium, Hot, Habanero**

**Sides-**

Pinto Beans

Carne Asada

Pollo Asada

Shrimp

Mahi Mahi

Catch

Lime

Avocado (When Available)

**Drinks -**

Soda

Infused Water

Bottled Water