

AGENDA

Warrenton Urban Renewal Agency

November 12, 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 – 9.10.19
4. BUSINESS
 - A. Consideration of License Agreements – Tres Bros and Sasquatch Sandwiches
 - B. Consideration of DLCD Technical Assistance Grant
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.

MINUTES
 Warrenton Urban Renewal Agency
 September 10, 2019
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Chair Balensifer convened the Urban Renewal Agency meeting at 6:47 p.m.

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

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

CONSENT CALENDAR

A. Urban Renewal Agency Meeting Minutes – 7.23.19

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

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

Public Works Director, Collin Stelzig, discussed the contract and change order for the Landscape Improvement project. He noted the contract came in over budget and explained the proposed changes to the landscaping plan to reduce the cost. Discussion followed. Chair Balensifer noted his concerns. He asked if there was a way to connect the trail at Lighthouse Park to continue through the entrance at the First Street Trail. Ms. Engbretson noted they can look at the idea as an add-on to the project. Discussion continued. Commissioner Baldwin noted his concerns about the project. Discussion followed on realigning the project to reduce costs. Chair Balensifer stated it is important to move forward– if we value engineer as the proposal stands and use volunteers, such as Spruce Up Warrenton for Lighthouse Park. Commissioner Newton wants to maintain momentum and move forward, or it will never happen. Commissioner Dyer likes the suggestion of the city doing the park improvements and volunteers doing some of the other work. Commissioner Ackley concurred that Post Office Park is one we need to move forward with and would use as a model; need to coordinate with the board of Lighthouse Park for improvements.

Commissioner Ackley made the motion to approve the contract document and change order for the Landscape Improvement Project. Motion was seconded and passed unanimously.

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

Public Works Director, Collin Stelzig, discussed the Contract for Services for Big River Construction for the SE 14th Waterline project in the amount of \$89,850.00. Discussion followed.

Commissioner Newton made the motion to approve the Contract for Services for the SE 14th Waterline Project. Motion was seconded and passed unanimously.

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

There being no further business Chair Balensifer adjourned the URA meeting at 7:07 p.m.

Respectfully submitted by Lindsay Duarte, Deputy City Recorder

APPROVED:

Henry A. Balensifer III, Chair

ATTEST:

Dawne Shaw, Secretary

DRAFT



AGENDA MEMORANDUM

TO: The Warrenton Urban Renewal Agency
FROM: Kevin A. Cronin, Assistant City Manager/CD Director
DATE: For the Agenda of November 12, 2019
SUBJ: **License Agreements: Tres Bros + Sasquatch Sandwiches**

The Warrenton Urban Renewal Agency approved a license agreement for Tres Bros food truck on Agency owned property at 267 S Main Ave in April 2019. The food truck has operated within the confines of the agreement and monthly payments have been received promptly. No written complaints have been filed and the response from Spruce Up Warrenton has been very positive.

The Agency provided direction to staff to allow up to three food trucks for a “mini food pod” to help spur further revitalization of the downtown and provide an active temporary use for an underused city owned lot. Based on the success and visibility of Tres Bros, staff received a credible second request from Jason Lancaster of Sasquatch Sandwiches. Mr. Lancaster operates a successful food cart in downtown Astoria and has purchased a new food truck to expand his market in multiple locations. The request is for two days per week to test market the location. The request for two days is commensurate with the terms of the agreement. All utilities will be the responsibility of the user.

Both agreements have longer terms but can be amended or terminated by either party with proper notice.

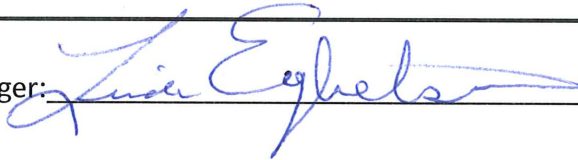
RECOMMENDATION/SUGGESTED MOTION

Staff recommends approval of both agreements in separate motions.

Suggested motion: *Based on the terms of the license agreement, I move to approve a new agreement for Tres Bros food truck at 267 S Main Ave and authorize the City Manager to execute said agreement.*

Suggested motion: *Based on the terms of the license agreement, I move to approve a new agreement for Sasquatch Sandwiches food truck at 267 S Main Ave and authorize the City Manager to execute said agreement.*

Approved by City Manager:

A handwritten signature in blue ink, appearing to read "Lisa Egbertson", written over a horizontal line.

All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.

FOOD TRUCK LICENSE AGREEMENT

This License Agreement (“Agreement”) is made this ___ day of ___, 2019, by and between _____ (“Grantee”), and The City of Warrenton Urban Renewal Agency, an Oregon municipal corporation (“Grantor”), collectively referred to as the “Parties” in this Agreement.

Recitals

WHEREAS, Grantor owns an undeveloped public parking lot in which Grantee would like to park and operate “Tres Bros” Food Truck;

WHEREAS, Grantor’s property (the “Property”) is described as follows: “Public Parking Lot”, at 267 S Main Avenue has city utilities and is available for use under certain conditions described below; and

WHEREAS, Grantor will permit Grantee to use the Property in accordance with the terms of this Agreement. Grantee acknowledges the use of the lot as public parking and its periodic use by the Fire Department for training purposes.

Agreement

NOW, THEREFORE, the Parties agree as follows:

1. License. Grantor grants to Grantee a non-exclusive, temporary license (“License”) on and across the Property for vehicular access and Food Truck operations purposes. The actual consideration for the License is \$400 monthly, due on or before the 1st day of each month, plus city utilities, if any, as well as the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. This Agreement shall automatically renew on a monthly basis until terminated by either Party as provided in this Agreement. The agreement expires on December 31, 2020. If either party elects to terminate, said party shall provide written notice two weeks prior to termination.
2. Rights Granted for License Area. Grantee and Grantee’s agents, employees, contractors, and other authorized parties will have the right to enter upon and use the License Area for Food Truck operation purposes, including all customary uses that may arise out of or be necessitated by that use. Grantor, in coordination with Grantee, reserves the right to use the Property for all purposes that do not unreasonably interfere with Grantee’s rights under this Agreement, including but not limited to issuance of licenses to others for use of the Property outside of the License Area. Grantee may not pave, tar, asphalt, grade, place rock, or fill any part of the Property, remove any vegetation or construct any improvements within the License Area or elsewhere on the Property without Grantor’s prior written authorization, which Grantor may authorize in its sole discretion. Grantor does not grant Grantee any mineral or subsurface rights to the Property.

3. Compliance with Laws and Regulations. Grantee, at Grantee's sole expense, must comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county and municipal authorities pertaining to Grantee's use of the Property and License Area, and with any recorded covenants, conditions, and restrictions, regardless of when they become effective. These include, without limitation, any required alteration of the License Area or the Property because of Grantee's specific use, and all applicable federal, state, local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials as defined in this Agreement, food safety regulations, waste disposal, air emissions and other environmental matters, and all zoning and other land use matters. Grantee shall obtain all necessary permits and other authorizations required for Grantee's use of the License Area, and any other related activities undertaken by Grantee on the Property. Grantee shall remain in compliance with all such permits and authorizations granted.

4. Maintenance. While the Agreement is in effect, Grantee must keep the License Area in good condition at its sole expense, and maintain the Property free of trash and other debris. To this end, Grantee will provide adequate garbage and recycling receptacles within the License area, and remove all trash and recycling from the Property on a regular basis. Grantee will provide portable landscaping, seating area, and restrooms. Grantee will comply with all applicable rules, laws, ordinances, and requirements regarding Grantee's use of the License Area. Prior to vacating the License Area, Grantee must remove all of its personal property, any improvements and return the License Area to the condition that existed prior to Grantee's use of the License Area, to Grantor's satisfaction, unless otherwise agreed to in writing by the Grantor. Any maintenance of the Property by Grantor is at the sole discretion of Grantor, and is not required under the terms of this Agreement.

5. Environmental Contamination. Grantee shall be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which the Grantee has brought onto the License Area; and promptly clean up, without cost to the Grantor, such spills, releases, discharges, or leaks to the Grantor's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances. Grantee shall not cause or knowingly permit any Hazardous Materials to be brought upon, kept or used in or about the Property by Lessee, its agents, employees, contractors, or invitees without the prior written consent of Grantor. Grantee shall indemnify, defend and hold Lessee and its officers, employees, agents and representatives harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including without limitation, diminution in value of the Property, attorneys' fees, consultant fees, and expert fees) that arise during or after the term of this Agreement term as a result of contamination by Hazardous Materials. This indemnification of Grantor by Grantee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Materials present in the soil or groundwater on or under the Property. Without limiting the foregoing, if the presence of any Hazardous Materials on the Property caused or permitted by the acts or omissions of Grantee or its agents, employees, contractors or invitees results

in any contamination of the Property during the term of this Agreement, Grantee shall promptly take all actions at its sole expense as necessary to return the Property to the condition existing prior to the release of any such Hazardous Materials to the Property, provided that Grantor's approval of such actions shall first be obtained. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement, and is in addition to all other indemnifications provided by Grantee under the terms of this Agreement. As used in this Agreement, the term "Hazardous Materials" means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, ORS Chapter 465, petroleum products or such other similar substances, materials or wastes that are or become regulated under any applicable local, state, or federal laws.

6. No Assignment or Sub-Licensing. Grantee may not sublicense the License Area or any part thereof and may not transfer or assign the License granted by this Agreement without obtaining the advance written consent of Grantor in each case. Grantor's consent may be granted or denied at Grantor's sole discretion. Grantor retains the right to transfer the Property and has the option to assign this Agreement to the transferee.
7. No Liens on the Property. Grantee will not suffer or permit any construction liens to attach in all or any part of the Property by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to, Grantee or anyone occupying or holding an interest in all or any part of any improvements on the Property through or under Grantee. If any such lien at any time is filed against the Property, Grantee will cause the lien to be discharged of record within 10 business days after the date of filing the same, by payment, deposit, or bond. Nothing in this Agreement shall be construed in any way as constituting the consent or request, express or implied, by inference or otherwise, to any person, firm, or corporation for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration, or repair of or to the Property, or as giving any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that might in any way give rise to the right to file any lien against the Property.
8. Indemnity. To the extent allowed under the Oregon Tort Claims Act and the Oregon Constitution, Grantee will indemnify, defend, and hold Grantor harmless from and against any injury, expense, damage, liability, or claim including but not limited to attorney fees incurred by Grantor arising directly or indirectly from the rights granted by Grantor to Grantee in this Agreement or any act or omission by Grantee, its agents and assigns or any other person entering upon or using the License Area with Grantee's express or implied invitation or consent, except for those acts occurring solely because of Grantor's negligence.

9. Insurance. Grantee acknowledges and assumes responsibility for any and all liability arising out of Grantee's operations undertaken pursuant to the terms of this Agreement, and shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Grantee and Grantor, Grantor's Commissioners, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Grantee's operations, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence. Such insurance shall name the City of Warrenton as an additional insured. Grantee shall furnish Grantor certificates evidencing the date, amount, and type of insurance required by this Agreement. All policies will provide for not less than thirty (30) days' written notice to Grantor before they may be canceled. The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by Grantor shall be excess. Grantee shall require its agents and contractors to carry commercially reasonable comprehensive liability coverage for injury to or death of a person and for damage to property occasioned by or arising out of any use of the License Area or Property.

10. Default. If Grantee violates any of the terms, covenants, or conditions of this Agreement or fails to perform any of its obligations under this Agreement in a timely fashion, Grantor may declare in writing to Grantee that the License is null and void and of no further force and effect, provided Grantee will have five (5) business days to cure the default, or such additional time as Grantor may in writing and in its sole discretion permit.

11. Notices. Notices required by this Agreement must be in writing and are deemed given and received upon deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses listed herein.

Notices to Grantor:

Warrenton Urban Renewal Agency
 Attn: City Manager
 P.O. Box 250
 Warrenton, Oregon 97146

Notices to Grantee:

Joshua Colby
 Tres Bros
 Astoria, Oregon 97201

12. General. Grantee's obligation to indemnify Grantor and return the License Area to its original condition survives the termination of this Agreement. Time is of the essence under this Agreement. There are no third-party beneficiaries to this Agreement. This Agreement represents the entire agreement and understanding between the Parties. It is not effective until both Parties sign it. Any amendments to it must be in a separate writing signed by both Parties. The waiver of one breach of any term, condition, covenant, or obligation herein is not a waiver of that or any other term, condition, covenant, or obligation or of any subsequent breach thereof. This Agreement shall be construed so that the plural includes the singular and the singular includes the plural. This Agreement is binding upon the parties, their successors and assigns. This Agreement shall be governed by the laws of the State of Oregon. Venue shall be Clatsop County, Oregon. The prevailing party in any

lawsuit arising out of this agreement is entitled to attorney fees, costs and disbursements, both at trial and on appeal.

13. Exhibits. All exhibits, including a site plan illustrating the location of the food truck, to this Agreement are incorporated by reference into the Agreement as if they were set out in full within this document.

GRANTOR

GRANTEE

Warrenton Urban Renewal Agency

By: _____

By: _____

Name: Joshua Colby _____

Name: Linda Engbretson _____

Its: _____

Its: _____

FOOD TRUCK LICENSE AGREEMENT

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Recitals

WHEREAS, Grantor owns an undeveloped public parking lot in which Grantee would like to park and operate “Sasquatch Sandwiches” Food Truck;

WHEREAS, Grantor’s property (the “Property”) is described as follows: “Public Parking Lot”, at 267 S Main Avenue, has city utilities and is available for use under certain conditions described below; and

WHEREAS, Grantor will permit Grantee to use the Property in accordance with the terms of this Agreement. Grantee acknowledges the use of the lot as public parking and its periodic use by the Fire Department for training purposes.

Agreement

NOW, THEREFORE, the Parties agree as follows:

1. License. Grantor grants to Grantee a non-exclusive, temporary license (“License”) on and across the Property for vehicular access and Food Truck operations purposes. The actual consideration for the License is \$150 paid and due on or before the 1st day of each month, plus city utilities, if any, as well as the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. This Agreement shall automatically renew on a monthly basis until terminated by either Party as provided in this Agreement. The agreement expires on June 30, 2020. If either party elects to terminate, said party shall provide written notice two weeks prior to termination.
2. Rights Granted for License Area. Grantee and Grantee’s agents, employees, contractors, and other authorized parties will have the right to enter upon and use the License Area for Food Truck operation purposes, including all customary uses that may arise out of or be necessitated by that use. Grantor, in coordination with Grantee, reserves the right to use the Property for all purposes that do not unreasonably interfere with Grantee’s rights under this Agreement, including but not limited to issuance of licenses to others for use of the Property outside of the License Area. Grantee may not pave, tar, asphalt, grade, place rock, or fill any part of the Property, remove any vegetation or construct any improvements within the License Area or elsewhere on the Property without Grantor’s prior written authorization, which Grantor may authorize in its sole discretion. Grantor does not grant Grantee any mineral or subsurface rights to the Property.

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Warrenton Urban Renewal Agency
 Attn: City Manager
 P.O. Box 250
 Warrenton, Oregon 97146

Notices to Grantee:

Jason Lancaster
 Sasquatch Sandwiches
 Astoria, Oregon 97101

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lawsuit arising out of this agreement is entitled to attorney fees, costs and disbursements, both at trial and on appeal.

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GRANTOR

GRANTEE

Warrenton Urban Renewal Agency

By: _____

By: _____

Name: Jason Lancaster _____

Name: Linda Engbretson _____

Its: _____

Its: _____



AGENDA MEMORANDUM

TO: The Warrenton Urban Renewal Agency
FROM: Kevin A. Cronin, Assistant City Manager/CD Director
DATE: For the Agenda of November 12, 2019
SUBJ: **DLCD Technical Assistance Grant | URA Matching Funds**

The City Commission authorized a grant application on September 24, 2019 to the Department of Land Conservation & Development to fund the City's first economic development strategy. The application included a modest \$4,000 match for a \$76,000 grant request. The DLCD review committee recently notified staff that the grant application would be more competitive if the match was increased or the grant dollar request was decreased.

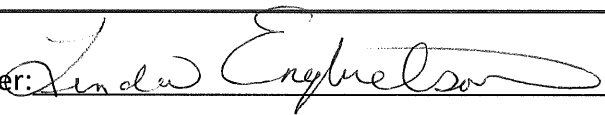
The Warrenton Urban Renewal Agency has funds available for professional services in FY 19-20. Staff is requesting \$6,000 for a total of \$10,000 to match the grant request. The project request is consistent with Agency goals for economic development, the expense is eligible use of tax increment financing, the properties within the URA boundary would benefit from the proposed scope of work, and it leverages both City and URA dollars to accomplish an important citywide initiative.

Assuming the City receives the grant, staff will initiate procurement of a consultant and begin the planning process in early 2020.

RECOMMENDATION/SUGGESTED MOTION

Staff recommends a \$6,000 allocation from the URA budget to match City general funds for a \$76,000 state grant.

Suggested motion: *I move to authorize allocating \$6,000 in URA funds as a match.*

Approved by City Manager:  _____

All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.