

AGENDA

Warrenton Urban Renewal Agency

February 9, 2021 – 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 – 1.12.21
4. BUSINESS
 - A. Consideration of Food Truck License Agreement – Pizzuti’s Wood Fired Pizza
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
 January 12, 2021
 6:00 p.m.
 Warrenton Community Center
 170 SW 3rd Avenue
 Warrenton, OR 97146

Chair Balensifer called the meeting to order at 8:32 p.m.

Commissioners Present: Chair Henry Balensifer, Tom Dyer, Gerald Poe, Rick Newton, and Mark Baldwin

Staff Present: Executive Director Linda Engbretson, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, Finance Director April Clark, Community Development Director Scott Hess, Police Chief Mathew Workman and Secretary Dawne Shaw

Commissioner Baldwin made the motion to close nominations and cast unanimous ballot for Henry Balensifer to be Chair and Tom Dyer to be Vice-Chair. Motion was seconded and passed unanimously.

Baldwin – aye; Poe – aye; Newton – aye; Dyer – aye; Balensifer – aye

CONSENT CALENDAR

- A. Urban Renewal Agency Meeting Minutes – 6.23.20
- B. Urban Renewal Advisory Committee Meeting Minutes – 6.03.20
- C. Urban Renewal Advisory Committee Meeting Minutes – 9.02.20
- D. Urban Renewal Agency Audit Report – FYE June 30, 2020

Brief discussion ensued on the audit report.

Commissioner Dyer made the motion to approve the consent calendar as presented. Motion was seconded and passed unanimously.

Baldwin – aye; Poe – aye; Newton – aye; Dyer – aye; Balensifer – aye

PUBLIC HEARINGS – None

BUSINESS ITEMS

Community Development Director, Scott Hess discussed a License Agreement renewal with Tres Bros Food Truck. He noted the city has granted an economic hardship \$200 reduction in rent due to Covid-19. Discussion followed on the rent reduction and the growing interest in the food pod by other vendors. Ms. Engbretson stated when this was first presented, she thought the rent was quite high; the commission granted the reduction last spring. Discussion continued; Ms. Engbretson noted that Mr. Hess is currently working with the task force and there has been additional interest in the food pod court. Commissioner Poe noted while he was on the Warrenton Urban Renewal Advisory Committee, there were discussions on improvements to the gravel lot with water and electric; with improvements it will attract more business.

Commissioner Newton made the motion to approve the license agreement renewal for Tres Bros and authorize the City Manager to execute said agreement. Motion was seconded and passed unanimously.

Baldwin – aye; Poe – aye; Newton – aye; Dyer – aye; Balensifer – aye

Public Works Director Collin Stelzig noted the improvements all the up to 4th would be approximately \$5.7 million; he explained ODOT may pick up part of the costs, leaving us with approximately \$4.5 million. Mr. Stelzig reviewed the proposal from Otak which includes survey work on Main and an alley between 1st and 2nd, and includes a drone shot of the whole project area. Ms. Engbretson noted this was taken to the advisory committee and they were on board with this project. Brief discussion followed.

Commissioner Newton made the motion to approve the contract for time and materials for the Downtown Improvement Project – S Main Ave (E Harbor Drive to SW 4th Street) with Otak. Motion was seconded and passed unanimously.

Baldwin – aye; Poe – aye; Newton – aye; Dyer – aye; Balensifer – aye

Chair Balensifer discussed his nominations for the Urban Renewal Advisory Committee.

Commissioner Baldwin made the motion to reappoint Bob Bridgens to Position No. 1; appoint Brooke Terry to Position No. 2, and AmyLeigh Sutton to Position No. 3 on the Warrenton Urban Renewal Advisory Committee. Motion was seconded and passed unanimously.

Baldwin – aye; Poe – aye; Newton – aye; Dyer – aye; Balensifer – aye

Resolution No. 21.01 was presented to confirm the appointments and set the terms of office of the newly appointed Warrenton Urban Renewal Advisory Committee positions.

Commissioner Dyer made the motion to adopt Resolution No. 21-01; Authorizing Appointments to Fill Positions on the Warrenton Urban Renewal Advisory Committee and Setting Terms of Office. Motion was seconded and passed unanimously.

Baldwin – aye; Poe – aye; Newton – aye; Dyer – aye; Balensifer – aye

DISCUSSION ITEMS – None

Commissioner Newton stated he was not going to apply for the Urban Renewal Façade Grant for his remodel of the Arnie’s building, but he did and noted the grant paid for the sidewalks.

There being no further business Chair Balensifer adjourned the agency meeting at 8:53 p.m.

APPROVED:

Henry A. Balensifer III, Chair

ATTEST:

Dawne Shaw, Secretary



AGENDA MEMORANDUM

TO: The Warrenton Urban Renewal Agency
 FROM: Linda Engbretson, Executive Director
 DATE: February 9, 2021
 SUBJ: Food Truck License Agreement

SUMMARY

The City has received an application for placement of a food cart in the parking lot adjacent to city hall from Richard Boisvert, Pizzuti's Woodfired Pizza. The license outlines the same terms as the License Agreement previously approved by the Agency for Tres Bros. The agreement provides for rent at \$200 monthly plus utilities, until July 1, 2021, increasing to \$400 monthly, unless otherwise negotiated.

There is currently space for up to three carts, due to parking requirements. The Agency is working with a Landscape Architect and citizen group to design improvements for a Food Card Pod at this site as part of the downtown improvement projects approved through the Urban Renewal Agency.

RECOMMENDATION/SUGGESTED MOTION

Staff recommends approval of the License Agreement, as well as authorization to approve one additional license. These are standard agreements and as terms are the same, the Executive Director will have the authority to approve the additional license with the same conditions.

"I move to authorize the Executive Director's signature on up to three Food Truck License Agreements (total) for the Food Cart Pod adjacent to City Hall."

ALTERNATIVE

- 1) Other action as deemed appropriate by the City Commission
- 2) None recommended

FISCAL IMPACT

Estimated income this calendar year for one truck = \$3,200.

FOOD TRUCK LICENSE AGREEMENT

This License Agreement (“Agreement”) is made this ____ day of _____, 2021, by and between Richard R. Boisvert, Pizzuti’s Woodfired Pizza (“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 “Pizzuti’s Woodfired Pizza” 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. Due to economic hardships from the COVID-19 pandemic, the Grantor will reduce the consideration for the License to be \$200 monthly, for the period of January 1, 2021 through June 30, 2021 with the possibility of the City Manager extending the reduced fee in quarterly increments through the end of this agreement. 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, 2021. 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:

Richard R. Boisvert
Pizzuti's Woodfired Pizza
PO Box 1455
Astoria, Oregon 97103

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.

GRANTEE

By: 

Name: Richard R. Boisvert _____

Its: 1-22-21 _____

GRANTOR

Warrenton Urban Renewal Agency

By: _____

Name: Linda Engbretson _____

Its: _____