

AGENDA

WARRENTON URBAN RENEWAL AGENCY

March 12, 2024 – 6:00 P.M.

Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, OR 97146

Public Meetings will also be audio and video live streamed. Go to <https://www.ci.warrenton.or.us/administration/page/live-stream-public-meetings> for connection instructions.

1. CALL TO ORDER

2. ROLL CALL

3. CONSENT CALENDAR

- A. Urban Renewal Agency Meeting Minutes – 1.23.24
- B. Urban Renewal Advisory Committee Meeting Minutes – 12.06.23

4. BUSINESS

- A. Consideration of Agreement with Sollaccio's - Fenton Building
- B. Consideration of Request for Purchase – Ken Yuill

5. EXECUTIVE SESSION

6. 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 23, 2024
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, Or 97146

Chair Balensifer convened the Urban Renewal Agency meeting at 6:36 p.m.

Commissioners Present: Chair Henry Balensifer, Gerald Poe, Tom Dyer, and Paul Mitchell

Excused: Mark Baldwin

Staff Present: Executive Director Esther Moberg, Finance Director Jessica Barrett, Fire Chief Brian Alsbury, Police Chief Mathew Workman, and Secretary Dawne Shaw

CONSENT CALENDAR

- A. Urban Renewal Agency Meeting Minutes – 1.09.2024
- B. Urban Renewal Joint Work Session Minutes – 1.09.2024

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

Poe – aye; Mitchell – aye; Balensifer – aye; Dyer - aye

PUBLIC HEARINGS - None

BUSINESS ITEMS

Finance Director Jessica Barrett noted the Urban Renewal Agency (URA) audit was a clean report and there were no findings.

Dan Sollaccio gave an update on the purchase of the Fenton building. He wanted to note for public record that they are under contract with the seller. The final purchase price was \$775,000. Mayor Balensifer asked if they have had time to be in the building; Mr. Sollaccio noted that they had spent time in the building during negotiations. He stated they will have a pre-app inspection scheduled soon. There was brief discussion on reports and the frequency the Sollaccio's will be providing reports. Mayor Balensifer noted he would like a report at the end of 60 days; there were no objections. Executive Director Esther Moberg noted they are still working on an agreement with legal and the agreement will be ready before the 60 day close.

At 6:41 pm, Chair Balensifer announced the Agency will now meet in executive session, under the authority of ORS 192.660(2)(e); *to conduct deliberations with persons designated by the governing body to negotiate real property transactions.*

There being no further business Chair Balensifer adjourned the URA meeting at 6:41 p.m.

Respectfully prepared and submitted by Hanna Bentley, Deputy City Recorder.

APPROVED:

ATTEST:

Henry A. Balensifer III, Chair

Dawne Shaw, Secretary

DRAFT

MINUTES
 Warrenton Urban Renewal Advisory Committee
 Decembre 6, 2023 - 3:30 p.m.
 Warrenton City Hall – Commissioners Chambers
 225 S. Main
 Warrenton, OR 97146

Chair Chedsey called the meeting to order at 3:30 p.m.

Warrenton Urban Renewal Advisory Committee Members Present: Chair Tess Chedsey, Karin Hopper, Christy Coulombe, Cynthia O'Reilly, and Dennis Faletti arrived at 3:33 pm.

Staff Present: Executive Director Esther Moberg, Finance Director April Clark, Accountant Jessica Barrett, and Secretary Hanna Bentley

CONSENT CALENDAR

A. Urban Renewal Advisory Committee Minutes 9.6.2023

Committee Member Hopper made the motion to approve the consent calendar as presented. Motion was seconded and passed unanimously.

Hopper – aye; Chedsey - aye; O'Reilly – aye; Coulombe - aye

PUBLIC COMMENT

Mayor Balensifer provided an update on what had been discussed in the previous Urban Renewal Agency meeting. He discussed why he has not responded to the advisory committee's recommendation and that he would like to have a joint work session on January 9th to discuss the recommendation. He touched on the lack of applications to serve on the advisory committee. He noted he would like them to think of people to recommend joining the Warrenton Urban Renewal Advisory Committee (WURAC). He noted the progress that has been made with Urban Renewal Funds. He thanked the Urban Renewal Agency for the work they have done. Chair Chedsey asked if there was a time in mind for the January 9th meeting. Brief discussion followed on what time to hold the meeting. There was a consensus to hold the meeting on January 9th at 5 pm.

BUSINESS ITEMS

Executive Director Esther Moberg provided an update on Urban Renewal projects. Ms. Moberg gave an update on the Peterson Property noting the IGA was approved and the project will start next fiscal year. She highlighted the possibilities of the property. Ms. Moberg provided an update on the parking lot design for the food cart lot. She noted that one bid was received and they will be going for an intent to award at the next agency meeting. She noted the Fenton building grants were approved pending inspections. She discussed the agreement that will be made with the owners once their offer is accepted. She noted that food cart licenses were sent out for annual renewal. She stated that starting July 1st, 2024, the price will increase to \$600 a month and noted they were at \$475 a month. She noted the intent of the food cart pod.

MINUTES

Warrenton Urban Renewal Advisory Committee

Regular Meeting – 12.6.2023

Page: 1 of 2

Chair Chedsey noted the façade grants that were received for 1665 S Main Ave and 426 S Main Ave.

Committee Member Chedsey made the motion to approve both grants for 1665 S Main Ave and 426 S Main Ave. Motion was seconded and passed unanimously.

Hopper – aye; Chedsey - aye; Faletti – aye; Coulombe – aye; O’Reilly – aye

Mr. Faletti asked if they could start work before they get approval; Ms. Moberg stated anything they do after the approval date would be reimbursed.

Election on the chair and vice chair. Ms. Hopper nominated Ms. Chedsey for Chair and Ms. Chedsey nominated Ms. O’Reilly as vice chair. Brief discussion followed on the role as vice chair.

Committee Member Hopper made the motion to elect the slate of officers. Motion was seconded and passed unanimously.

Hopper – aye; Chedsey - aye; Faletti – aye; Coulombe – aye; O’Reilly – aye

DISCUSSION ITEMS

Ms. Chedsey noted her thoughts on Spruce Up Warrenton working with the Warrenton Urban Renewal Advisory Committee (WURAC). She noted her thoughts on meeting with them to discuss projects and possibly funding an event that they cannot afford. She noted she would like them to present their needs and WURAC could consider funding them. Ms. Moberg noted the process that would need to take place. Ms. Moberg noted that Spruce up Warrenton does receive funds from the City Commission. Ms. Chedsey noted she would not make the recommendation after learning that Spruce Up already receives funds from the City Commission. Discussion continued on local nonprofits.

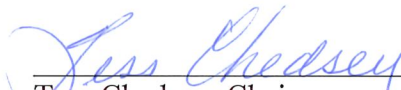
Faletti asked what he missed at the beginning of the meeting; Ms. Moberg responded.

OTHER BUSINESS - NONE

There being no further business, Chair Chedsey adjourned the meeting at 3:53 p.m.


Next regular meeting: March 6th, 2024, at 3:30 p.m.

APPROVED:



Tess Chedsey, Chair

ATTEST:



Hanna Bentley, Secretary



AGENDA MEMORANDUM

TO: The Warrenton Urban Renewal Executive Board
 FROM: URA Executive Director, Esther Moberg
 DATE: March 12, 2024
 SUBJ: Agreement with Sollaccio's for purchase and renovation grants

SUMMARY

The City Manager and legal counsel have put together an agreement for the purchase and renovation of the building at 60 S. Main Ave., also known as the "Fenton Building". I am asking the commission to approve this agreement pending final estimate numbers from contractors regarding the upgrading of the building.

RECOMMENDATION/SUGGESTED MOTION

I move to approve the agreement as presented by the Urban Renewal Agency Executive Director, to be signed by the Mayor, pending final numbers for estimates on the building repair and renovation.

ALTERNATIVE

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

FISCAL IMPACT

N/A or...budgeted....or how funded

Approved by City Manager: _____

Esther Moberg

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

OUTPOST WARRENTON LLC
60 S. MAIN AVENUE
WARRENTON URBAN RENEWAL AGENCY GRANT AGREEMENT

MARCH 20, 2024

This GRANT AND FORGIVABLE LOAN AGREEMENT ("Agreement") is made and entered into as of the date set forth above by and between Outpost Warrenton LLC, an Oregon limited liability company (the "Grantee") and the Warrenton Urban Renewal Agency, an Oregon urban renewal agency ("URA" or "Grantor").

RECITALS

- A. The Grantor has established an Urban Renewal Significant Downtown Buildings Program ("Program") to encourage rehabilitation of commercial properties within the Warrenton Urban Renewal Area ("Area") defined in the Warrenton Urban Renewal Plan, approved August 2007, as thereafter amended.
- B. Grantees are in the process of acquiring certain real property located in the Area known as 60 S. Main Avenue., Warrenton, OR 97146, as further described in Exhibit A ("Property"). Grantees are buying the Property through a purchase and sale agreement with Russell Maize effective January 20, 2024 (Purchase Agreement). Grantee intends to renovate, construct, repair, and upgrade the Property as described in attached Exhibit B ("Project").
- C. On _____, 2023 Grantees applied for funding assistance from the Program in connection with the Project. The URA Board, approved the application at their _____ Board meeting for two separate loan/grants which are both covered in this Agreement: (1) a forgivable purchase loan in the amount of Four Hundred Thousand Dollars (\$400,000.00) ("Purchase Loan") to be used as a down payment for purchasing the Property and (2) a construction and renovation grant in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Grant") to be used in connection with the construction, renovation, repair, and upgrade of the Property.
- D. Grantor and Grantee desire to enter into this Agreement to specify the amount and terms and conditions of Grantor's Grant funding and forgivable loan for Grantee's Project.

NOW THEREFORE, intending to be legally bound and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PURCHASE LOAN AND GRANT GENERAL PROVISIONS

Section 1.1 **Purchase Loan.** On the terms and conditions of this Agreement, Grantor agrees to provide the Purchase Loan to Grantee.

Section 1.2 **Purchase Loan Disbursement.** The Purchase Loan shall be disbursed upon the Effective Date of this Agreement and shall be deposited with Ticor Title located in Seaside, Oregon in the escrow account identified in the Purchase Agreement. The Purchase Loan will be subject to escrow instructions provided to Ticor Title by the URA.

- a) In the event the Purchase Agreement is terminated or in the event Grantee does not acquire the Property on or before April 1, 2024, the entire Purchase Loan shall be refunded to the URA.
- b) In the event the Closing, as defined under the Purchase Agreement, occurs and Grantee acquires the Property, the Purchase Loan amount shall become a lien on the Property on or after the Closing Date and this Agreement shall be recorded against the Property.
- c) In the event the Grantee fails to make any payments required under the financing agreement dated _____ between the Grantee and Russell Maize regarding the Property (Financing Agreement), the URA shall be notified in writing by the Grantee within ten (10) days of nonpayment. URA shall have the right, but not the obligation, to assume the Grantee's obligations under the Financing Agreement and to continue making payments under the Financing Agreement in which event Grantee agrees to transfer any and all ownership it has in the Property to the URA.
- d) In the event the URA does not assume the Grantee's obligations under the Financing Agreement, the Purchase Loan amount shall be refunded to the URA. In the event the Purchase Loan amount is not refunded to the URA, the URA shall have the right, but not the obligation, to foreclose on the Purchase Loan lien.
- e) Once the Grantee has: (i) made all of the payments required under the Purchase Agreement; (ii) made all of the payments required under the Financing Agreement; and (iii) owns fees simple interest and title to the Property, the Purchase Loan will be forgiven, and the lien will be removed from the Property.

Section 1.3 **Grant Amount.** On the terms and conditions of this Grant Agreement, Grantor agrees to provide the Grant to Grantee.

Section 1.4 **Disbursement of Grant Proceeds.** URA will disburse the Grant to Grantee in a manner as set forth herein:

- a) After Closing, and upon receiving a disbursement request from the Grantee, the Grantor will disburse to Grantee in the form of a check One Hundred Twenty-Five Thousand Dollars (\$125,000) in Grant proceeds.
- b) Within one month after Grantee makes any Project payments, it must provide to Grantor:
 1. Details of the Project work done as set forth in **Exhibit B** and identified as Eligible Costs;

2. Copies of all relevant contractor, subcontractor, and/or material invoices concerning Eligible Costs; and;
 3. Copies of all relevant canceled checks, front and back or paid credit card receipt(s) concerning Eligible Costs.
- c) After the Grantee has submitted the information required under Section 1.4(b) above for the first \$125,000 of Grant proceeds and the Grantor is satisfied with all of the documentation and information submitted, In Grantor's sole discretion, Grantor will disburse the remaining amount of One Hundred Twenty-Five Thousand Dollars (\$125,000) in Grant proceeds to Grantee. Grantee will then follow the same procedure listed under Section 1.4(b) for all Project payments thereafter.
- d) URA or URA's Designee shall have the right to inspect the Project to ensure:

Progress has been made on items listed in **Exhibit B** consistent with the information submitted by Grantees;

- e) If Grantor believes Grantee has not fully satisfied the criteria described above, as determined in Grantor's sole discretion, Grantor shall provide Grantee written notice setting out in general terms the deficiencies identified supporting Grantor's objection.
- f) The parties agree that Grantees shall provide and be solely responsible for all funds that may be necessary to cover costs of the Property's renovation not otherwise included or identified as Eligible Costs in the Grant and **Exhibit B**. In no event will the amount of reimbursement exceed Two Hundred Fifty Thousand Dollars (\$250,000.00).

ARTICLE 2 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 2.1 **Existence and Power; Authority.** Grantee has: (a) full power and authority to carry on their business as now being conducted and as Grantee contemplates it to be conducted with respect to the Project; and (b) full power, authority, and legal right to execute and deliver this Agreement and to incur and perform the obligations hereunder. The execution and performance by Grantee of this Agreement have been duly authorized and executed by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting enforcement of creditors' rights generally.

Section 2.2 **No Violations or Default.** Grantee is not in default under or in violation of any indenture or agreement to which they are a party or are otherwise bound, or any

order, regulation, ruling, or requirement of a court or other public body or authority. No creditor has given Grantee notice or threatened to give notice of default under any agreement. No event has occurred or is continuing, and no condition exists constituting or could (with the passage of time) constitute an Event of Default with respect to Grantee or the Project.

Section 2.3 **Litigation.** No action, suit or proceeding (and to Grantee's knowledge, no investigation) is pending against Grantee or the Project before any court or administrative agency: (a) the outcome of which, by itself or taken together with other litigation might have a material adverse effect on Grantee's business, assets, operations or financial condition, the Project or the power of Grantee to complete the Project or (b) which purports to affect the legality, enforceability or validity of this Agreement.

Section 2.4 **Compliance with Laws.** Grantee is in compliance with all federal, state and local laws, rules, regulations, ordinances and orders applicable to it, the Project and the completion thereof, including, without limitation, all applicable health and safety, environmental, and zoning laws.

Section 2.5. **Notice.** Should Grantee learn that, or have reason to reasonably suspect that, any of the representations and warranties set forth in Sections 2.1 through 2.4 have occurred, Grantee shall provide Grantor with prompt written notice of the same.

ARTICLE 3 AFFIRMATIVE COVENANTS

Until completion of the Project or as otherwise indicated, Grantee covenants to Grantor and further agree as follows:

Section 3.1 **Progress and Completion of Project and Performance of Obligations.** Grantees shall complete the Project by no later than April 1, 2026 ("**Project Completion Deadline**") and Grantor is not obligated to reimburse any Project costs incurred after said Project Completion Deadline. Grantor may extend the Project Completion Deadline in Grantor's sole discretion upon request by Grantee.

- a) Grantee agrees to provide Grantor with quarterly written Project progress reports which shall describe the work performed to date, any unanticipated issues encountered in constructing the Project that could materially affect the Project or Project Completion Deadline, and shall include pictures of the Project.
- b) Upon final completion of the Project, Grantee will submit to Grantor a final Project completion report

Section 3.2 **Insurance Requirements.** Grantee shall annually provide Grantor with copies of General Liability and Property Insurance for the Property for 10 years from the Project Completion Deadline.

Section 3.3 **Contractor Requirements.** Grantee shall require all contractors and subcontractors who perform work on the Project to be licensed and bonded in the state of Oregon.

Section 3.4 **Occupancy.** Grantee shall ensure that upon the Project completion, the majority of the downstairs (more than 50%) of the property is occupied by third party anchor tenants for the majority of each year for the five (5) calendar year period following the Project Completion Deadline. All tenants should conform to the Project plan as set forth under Exhibit B. Evidence of occupancy shall be submitted as follows:

- A. Grantee agrees that none of the tenants of the completed Project will be: (1) an adult entertainment venue such as a strip club or similar, (2) a consignment retail establishment, or (3) a thrift store retail establishment.
- B. Grantee shall provide URA with an annual occupancy report by January 31 of each calendar year within such five (5) year period.
- C. Such occupancy report shall indicate occupant(s) for the preceding calendar year, time of occupancy by month, and nature of business or other use conducted. URA may request additional information if needed to determine compliance with this section, which Grantee shall promptly provide.

Section 3.5 **Approval of Ownership Transfer.** For a period of five (5) years following the Project Completion Deadline, Grantee shall not sell, transfer, or otherwise assign any of their rights or obligations to the Property without Grantor's express written consent, which shall not be unreasonably withheld. Failure to obtain Grantor's express written consent shall be a default under this Grant Agreement and shall entitle Grantor to seek all remedies available to it at law and in equity, including full recovery of the Grant.

Section 3.6 **Compliance with Laws and Use Restrictions.** Grantee will comply with all federal, state, and local laws, ordinances, rules, regulations, orders, of any government agency or instrumentality including all applicable health, safety, environmental and zoning laws.

Section 3.7 **Other Obligations.** Grantee will timely pay and discharge before the same shall become delinquent all indebtedness, taxes and other obligations for which it is liable or to which its income or property is subject and all claims for labor and materials or supplies except those being contested in good faith by Grantee with adequate provision having been made for the payment thereof if the contest is determined adversely to Grantee.

Section 3.8 **Indemnity.** Grantee shall indemnify, defend, and hold Grantor, its officers, elected and appointed officials, employees, volunteers, and agents harmless from and against any and all liabilities, claims, losses, damages, or expenses (including attorney fees and expenses) which any of them may suffer or incur in connection with (a) the inaccuracy of any of the representations and warranties made by Grantee, (b) any transaction contemplated by this Grant Agreement or (c) the actions or inactions of

Grantee, or their employees, agents or contractors, related to the Project, other than claims, losses, damages, or expenses that arise solely from the gross negligence or willful misconduct of Grantor. The obligations described in this Section 3.8 survive completion of the Project and any termination of this Grant Agreement.

Section 3.9 **Records and Inspection.** Grantee shall keep proper books of account and records on all activities associated with the Grant Agreement including, but not limited to, books of account and records on the expenditure of all Grant proceeds. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of three (3) years after the Project Completion Deadline or the date that all disputes, if any, arising under this Grant Agreement have been resolved. Grantee will permit Grantor and/or its duly authorized representatives to inspect, review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of funds received from Grantor. Access to these records is not limited to the required retention period. The authorized representatives shall have access to the records at any reasonable time for as long as the records are maintained. The obligations of this Section 3.9 survive completion of the Project and any termination of this Grant Agreement.

Section 3.10 **Audits.** Grantee understands and covenants that Grantor, either directly or through a designated representative, may conduct financial and performance audit(s) of the use of Grant proceeds and the implementation of the Project at any time during Project implementation and the five-year period after the Project Completion Deadline. If an audit shows payments to Grantee was in excess of amount(s) to which Grantee was entitled, Grantee understands and agrees that they are jointly liable and shall then repay those amount(s) to Grantor. This Section 3.10 survives completion of the Project and any termination of this Grant Agreement.

Section 3.11 **Prevailing Wage Rate.** Grantee agrees that in the event Oregon prevailing wage rate laws, including ORS 279C.800-870, are found to apply to this transaction or Project through any type of claim or determination that the Grantee will be responsible for any economic impact including but not limited to the payment of prevailing wage rates for the Project, payment of any fines or penalties from the Oregon Bureau of Labor and Industries ("BOLI") or any other governmental entity, and for any other associated costs. Grantee is strongly encouraged to obtain its own independent counsel on this matter and to obtain a Predetermination Letter from BOLI.

ARTICLE 4 EVENTS OF DEFAULT

Any of the following constitute an "Event of Default" under this Agreement:

Section 4.1 **Failure to Pay General Debts When Due.** Either Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of the Property; (ii) admits in writing its inability to pay, or generally is not paying, its debts as they become due

including but not limited to any mortgage or financing payments related to the Property; (iii) makes a general assignment for the benefit of creditors; (iv) commences a voluntary action under the United States Bankruptcy Code (as now or hereafter in effect); (v) is adjudicated a bankrupt or insolvent; (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts; (vii) fails to controvert in a timely or appropriate manner, or acquiesces or consents in writing to any petition filed against it in an involuntary action under the United States Bankruptcy Code (as now or hereafter in effect); or (viii) takes any action for the purpose of effecting any of the foregoing.

Section 4.2 **Legal Proceeding.** A proceeding or case is commenced against Grantees in any court of competent jurisdiction, seeking: (i) liquidation, reorganization, dissolution, windup or composition or readjustment of the debts of Grantee; (ii) a receiver, trustee, custodian, liquidator (or the like) is appointed for Grantee or for all or a substantial part of its assets; (iii) relief is granted Grantee under any law relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts and such proceeding or case continues undismissed; or (iv) an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for any period or an order for relief against Grantee is entered in an involuntary case under the United States Bankruptcy Code (as now or hereafter in effect).

Section 4.2 **Failure to Disclose Material Facts.** Grantee fails to disclose any fact material to the Grant's making or relating to Grantee's entitlement to Grant's proceeds or upon discovery by Grantor of any misrepresentation by, on behalf of or for the Grantee's benefit.

Section 4.3 **Failure to Pay Amounts Due.** Grantee fails to pay any sum(s) due under this Agreement within the time(s) specified by Grantor.

Section 4.5 **Property Ownership/Financing.** Grantee: (i) fails to Close on the Property pursuant to the Purchase Agreement; (ii) fails to adhere to the requirements under Section 3.5 concerning Property ownership; (iii) involuntarily ceases to own the Property; or (iv) defaults on the Financing Agreement with Grantor.

Section 4.6 **Grant Proceeds.** Grantee fails to submit documentation required under Section 1.4(b) above related to any Grant proceeds paid to Grantee.

Section 4.7 **Failure to Comply with Other Obligations.** Grantee fail to observe, perform, discharge or comply with any other covenant, agreement or obligation imposed on Grantee by this Agreement and such failure remains uncured thirty (30) days after Grantor's written notice thereof to Grantee.

ARTICLE 5 RIGHTS AND REMEDIES UPON EVENT OF DEFAULT

Upon the occurrence of an Event of Default and at any time thereafter, Grantor may, at its option, exercise any one or more of the following rights and remedies:

Section 5.1 **Repayment.** Require Grantee to repay the entire Purchase Loan and Grant (or so much thereof as has been disbursed to Grantee) and such other charges payable by Grantee pursuant to this Agreement. Repayment or payment is immediately due and payable in full and upon Grantor's written declaration and Grantee shall be liable for and pay Grantor said amount. In the event Grantee fails to repay the Grant proceeds disbursed to Grantee through the Event of Default within the time indicated by Grantor, the Grantor may record a lien against the Property for the outstanding amount due Grantor.

Section 5.2 **Termination of Funding Obligation.** Grantor may, by and effective upon written notice to Grantee, terminate Grantor's obligation to disburse Grant funds to Grantee.

Section 5.3 **No Election Required.** Grantor shall have any other right or remedy provided in this Agreement or any other Grant Document, or available at law, in equity, or otherwise in such order and manner as it may select.

Section 5.4 **Rights and Remedies Cumulative.** All rights and remedies described in this Article 5 are cumulative and in addition to any other remedy Grantor may have by agreement, at law, or in equity. Partial exercise of any right or remedy shall not limit or restrict Grantor's subsequent exercise of such right or remedy nor shall it restrict Grantor's contemporaneous or subsequent exercise of any other right or remedy.

Section 5.5 **No Waiver.** No failure on the part of Grantor to exercise, and no delay in exercising, any right, power, or privilege under this Agreement shall operate as a waiver of that right or any other right. No modification or waiver of any provision of this Agreement shall be effective unless in writing, and then only in specific instance and for the purpose given. No notice or demand on Grantee shall entitle Grantee to any other notice or demand in other similar circumstances.

Section 5.6 **Payment of Costs of Collection.** In case of an Event of Default, or in case litigation is commenced to enforce or construe any term of this Agreement or any other Grant Document, the prevailing party is entitled to such amounts as shall be sufficient to cover the cost and expense of collection or enforcement, including, without limitation, reasonable attorney fees as approved by a court of competent jurisdiction at trial, on appeal, or in any bankruptcy proceeding.

**ARTICLE 6
MISCELLANEOUS**

Section 6.1 **Counterparts.** This Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

Section 6.2 **Survival.** All agreements, representations and warranties survive the execution and delivery of this Agreement, any investigation at any time made by Grantor or on its behalf and the making of the Grant.

Section 6.3 **Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed effective (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two (2) business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by facsimile (answer back or receipt confirmed), addressed to the parties as follows:

Grantee:

ENTER NAME/ADDRESS
Email:

Grantor:

Warrenton Urban Renewal Agency
ADDRESS
NAME
Email:

Section 6.4 **Successors and Assigns.** Grantee may not assign this Agreement, in whole or in part, without the prior written consent of Grantor which consent is in Grantor's sole discretion. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

Section 6.6 **Governing Law, Jurisdiction, Venue.** This Agreement and the other Grant Documents shall be governed by and construed in accordance with the laws of the State of Oregon. Any legal action regarding this Agreement be brought and conducted in the federal or state court, as appropriate, serving Clatsop County, Oregon, and the parties hereby consent to the jurisdiction and venue of such courts. Each party waives its right to a trial by jury with respect to any claim brought in connection with this Agreement.

Section 6.7 **Modification; Entire Agreements; Headings.** This Agreement may not be modified or amended except by an instrument in writing signed by Grantee and Grantor. This Agreement reflects and sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

Section 6.9 **Validity; Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

Section 6.10 **Exhibits.** The exhibits to this Agreement are, by this reference, incorporated into and deemed a part of this Agreement as if they were fully set forth in the text hereof.

Section 6.11 **Time of Essence.** Time is of the essence of this Agreement.

Section 6.12 **Relationship of the Parties.** Nothing contained in this Agreement, or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.

Section 6.13 **No Third-Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date last written below.

GRANTOR: Warrenton Urban Renewal Agency
By: _____

GRANTEE: Outpost Warrenton, LLC
By: _____

Esther Moberg – Director

NAME – TITLE

DATE: _____, 2024

DATE: _____, 2024

By: _____

NAME – TITLE

Date: _____, 2024

STATE OF OREGON)

) ss.:

County of _____

On this day before me, the undersigned Notary Public, personally appeared _____ the _____ of **Outpost Warrenton, LLC**, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the company, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, my hand and official seal on this _____ day of _____, 2024.

By: _____

Notary Public for the State of Oregon
My Commission Expires: _____

STATE OF OREGON)

) ss.:

County of _____

On this day before me, the undersigned Notary Public, personally appeared **Esther Moberg** the **DIRECTOR OF THE WARRENTON URBAN RENEWAL AGENCY** that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the agency, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, my hand and official seal on this _____ day of _____, 2024.

By: _____
Notary Public for the State of Oregon

My Commission Expires: _____

DRAFT

Exhibit A
Property Legal Description

DRAFT

Exhibit B

Project Description





AGENDA MEMORANDUM

TO: The Warrenton Urban Renewal Executive Board
FROM: URA Executive Director, Esther Moberg
DATE: March 12, 2024
SUBJ: Request for purchase from Mr. Ken Yuill

SUMMARY

Mr. Yuill has set forward a proposal for the Urban Renewal to purchase his lots at Chelsea Gardens and turn them into a City Park.

RECOMMENDATION/SUGGESTED MOTION

The Warrenton Urban Renewal Agency Executive Director does not make a recommendation for this purchase at this time. I am not aware that this is in the Warrenton Urban Renewal Master Plan and funds to maintain parks are not at a level currently to upgrade or maintain a park in this area. Mr. Yuill is offering to sell this land, not donate it.

ALTERNATIVE

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

FISCAL IMPACT

N/A or...budgeted....or how funded

Approved by City Manager: _____

Esther Moberg

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

March 4, 2024

Urban Renewal Executive Board
City of Warrenton, Oregon

RE: Chelsea Gardens Zone Change

Mr. Chairman:

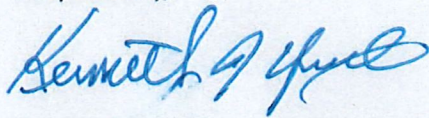
One of the conditions for the zone change in the Chelsea Gardens area was that a neighborhood park be established. To assist in this endeavor, my brother and I are offering to sell to the Urban Renewal Executive Board two tax lots located on SE 14th Street to be used as the neighborhood park.

The lots are described as follows: Tax lots 81027BC03400 and 81027BC03300. These tax lots are approximately 15,000 square feet, more or less. There is also an unclaimed piece of property to the west that connects to these lots that totals approximately 1,100 square feet. We have requested the installation of the sewer connections that were mistakenly not installed when the sewer LID was completed in 1999. With these connections it provides the opportunity for more options at the park. These lots are in a central location with access not only from S.E. 14 Street but also by S.E. Galena Court to serve the residents living south of 14th Street. As the trails are put in, there will be even more ways to access the park.

We are offering to sell this property for the price of \$160,000.00 on a contract of 10 years at 4% (four percent) interest. For your information, I will be turning over my half of this property to my brother, John Yuill. In addition to requesting the contract, we would like the park be named in memory of our mother, Grace K. Yuill.

This offer is good for the next 30 days and I am requesting that you reply in writing for our records.

Respectfully,



Kenneth J. Yuill
580 Hwy 101 Alt.
Warrenton Oregon 97146
kjyuill@msn.com

cc: Northwest Oregon Housing Authority

Clatsop County Webmaps



			9N7W	
V	8N9W	8N8W	8N7W	8N6W
W	7N9W	7N8W	7N7W	7N6W
W	6N9W	6N8W	6N7W	6N6W
	5N9W	5N8W	5N7W	5N6W
	4N9W	4N8W	4N7W	4N6W

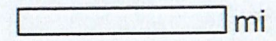
County of Clatsop, © 2024 Microsoft Corporation © 2024 Maxar © CNES (2024) Distribution Airbus DS, County of Clatsop, Oregon GIS Services

2024 1:45 PM



Clatsop County

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