

Sidewalk Café Permit Agreement

THIS AGREEMENT is entered into this 4th day of March, 2016, by and between the CITY OF CORVALLIS, an Oregon municipal corporation, hereinafter referred to as "City", and **Interzone Inc**, hereinafter referred to as "Permittee", the promises of each being given in consideration of the promises of the other.

WHEREAS, Permittee desires to occupy the public right-of-way for the purpose of operating a sidewalk café in accordance with Chapter 8.08 of the Corvallis Municipal Code, and

WHEREAS, Chapter 8.08 of the Corvallis Municipal Code contains certain conditions for permittee as result of the City allowing this activity;

NOW, THEREFORE, the parties agree as follows:

1. Term. This permit shall be in effect from Jan. 1, 2016 through December 31, 2016.

2. Right-of-Way Use. City hereby grants to Permittee a non-assignable right to occupy the following described right-of-way, subject to all of the terms and conditions of this Permit and Chapter 8.08 of the Corvallis Municipal Code, as currently enacted or as subsequently modified, for the purpose of operating a sidewalk café at the following location: **1563 NW Monroe Ave**, and in a manner as shown on the attached site plan, Exhibit A, which by this reference is incorporated into and made a part of this permit.

3. Use Regulations.

a. The permit is specifically limited to the area described in paragraph 2 above.

b. The permittee shall notify the Building Official in writing when operation of the sidewalk café commences.

c. Permittee shall assure that the operation of the sidewalk café shall be located such that there is at least six (6) feet from the outermost edge of the sidewalk café to the street curb, landscape curb, or other edge of the public sidewalk, that also includes a minimum of four (4) feet of clear and unobstructed passageway to an elevation of seven (7) feet between the sidewalk café tables, chairs and barriers and tree wells, bike racks, lamp posts, sign posts and any other fixtures or obstructions.

d. The sidewalk and all things placed thereon shall at all times be maintained in a clean and orderly condition. Only those things authorized by the permit and shown on the site plan may be stored in the public right-of-way when the sidewalk café is not in operation. The operation of a sidewalk café requires that trash containers be provided on site.

e. The sidewalk café shall not occupy or obstruct the vision clearance triangle.

f. No signs shall be attached to any furniture or any other structure related to the operation of the sidewalk café except as required by these or other use regulations.

g. Sidewalk café hours of operation will discontinue by 11:00 PM on Sunday through Thursday and 1:00 AM on Saturday and Sunday.

h. The permittee is required to utilize and maintain an approved café delineation method.

i. Permittee shall remove all sidewalk café installations and mitigate any resultant damage to the public Right of Way within 15 days of ceasing operations of the sidewalk café or adjacent business. Permittee or property owner shall remove sidewalk café installations from the public Right of Way within 15 days of Notice from the City that a sidewalk café, the adjacent business, or permittee has ceased operation.

4. Applicable Laws. Permittee agrees to comply with all applicable local, state and federal laws, rules and regulations related to the operation of their sidewalk café.

5. Assignability. This permit is for the exclusive benefit of the parties hereto. It shall not be assigned, transferred, or pledged by either party without the prior, written consent of the other party.

6. Temporary Suspension by City. City shall have the right to temporarily suspend this permit if the public interest requires use of the right-of-way for a public event, construction, repair or any other purpose.

7. Hold Harmless. Permittee shall indemnify, protect, defend, and hold the City, its officers, agents and employees, harmless against any claim for injury or damage and all loss, liability, cost, or expense, including court costs and attorney's fees, growing out of or resulting directly or indirectly from a sidewalk café permit issued by the City of Corvallis during the term of this agreement except that resulting solely from the negligence of the City.

8. Insurance. Permittee shall procure and obtain Commercial General Liability coverage naming the City of Corvallis as an additional insured with the policy limits not less than \$1,000,000 per occurrence and aggregate or the amount of municipal tort liability under the Oregon Tort Claims Act for bodily injury and/or property damage for all the activities and operations conducted as a result of the sidewalk permit. Permittee shall file with the City a Certificate of Insurance showing the above coverage prior to operating a sidewalk café. The certificate shall provide that the insurance company give written notice to City at least 30 days prior to cancellation or any material change in the policy and the policy shall bear the following endorsement: The City of Corvallis, its officers, agents, and employees are included as Additional Insureds under this policy as respects sidewalk café permit with the City of Corvallis, Oregon.

9. Non-discrimination. The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, family status, national origin, age, mental or physical disability, sexual orientation or source of income in the performance of this agreement.

10. Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of these regulations or permit.

11. Termination.

a. The City may repeal or amend Chapter 8.08 of the Corvallis Municipal Code, and thereby terminate or modify all sidewalk café operations. Permittee shall not obtain any property right in the continued private commercial use of the public sidewalk.

b. The City may deny, revoke, or suspend the permit upon finding that any provision of this ordinance or condition of approval will be or has been violated.

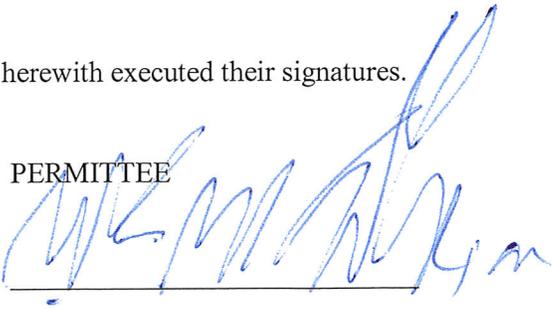
IN WITNESS WHEREOF, the City and Permittee have herewith executed their signatures.

CITY OF CORVALLIS, OREGON

By: 
Development Services Manager

Date: 3/7/16

PERMITTEE



Date: 3/4/2016



CAF16-00003

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/1/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barker-Uerlings Insurance, Inc. 340 NW 5th St P.O. Box 1378 Corvallis OR 97330		CONTACT NAME: Denise Thwing, CIC, AU PHONE (A/C, No, Ext): (541) 757-1321 E-MAIL ADDRESS: denise@barkeruerlings.com FAX (A/C, No): (541) 757-1328	
INSURED INTERZONE, INC. SPOT POTAMA LLC P.O. BOX 127 CORVALLIS OR 97339		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Company 29424 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL156100811 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			52SBALB8994	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Non-owned \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Sidewalk Cafe Additional Insured - Business Liability Coverage Form SS 0008 0405, page 18, item F. 1, Additional Insured - Designated Person or Organization

CERTIFICATE HOLDER City of Corvallis, its officers, agents a employees PO Box 1083 Corvallis, OR 97339	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE D Thwing, CIC, AU/DET
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FOR STAFF USE ONLY

Case Number: CAF 16 - 0000 3
Date Filed: 2-29-16

Application Fee: \$100 - 2016 \$100 2015
Receipt No.: _____

Application for Sidewalk Café Permit

City of Corvallis
Development Services
501 SW Madison Ave
PO Box 1083
Corvallis OR 97339
541-766-6929



NEW application, or RENEWAL application with no change in previous site plan (provide copy of site plan).

Application is hereby made for a revocable permit to operate a SIDEWALK CAFÉ in accordance with Chapter 8.08 of the City of Corvallis Municipal Ordinance Code.

Restaurant Name INTERZONE, INC Phone (541) 754-5965

Restaurant Address 1563 NW Monroe ~~AV~~ AV

Applicant Name (print) William McCannless Email fullframe@hotmail.com

I shall hold the City of Corvallis, its officers, agents, and employees free and harmless from any claims for damages to persons or property including legal fees and costs of defending any actions or suits thereon, including appeals therefrom, which may result from granting this permit.

Applicant Signature [Signature] Date: 2/28/16

Property Owner Name (print) William McCannless Phone (541) 231-2467

Property Owner Address 2156 NW Christopher Pl Corvallis, OR 97330

Property Owner Signature [Signature] Date 2/28/16

Permissible Development Districts: CB CBF MUE MUC RF MUCS NC MUT

OFFICE USE ONLY

CPD signature _____ Review Date _____

DS signature [Signature] Date 3/7/16 Approved Denied

Rental Fee: \$ 190 (due at time of permit approval)

Base calculation is \$1 per square foot for cafes on the public right-of-way in excess of 100 square feet. The first 100 square feet of café area does not incur a fee.

Application Requirements check list:

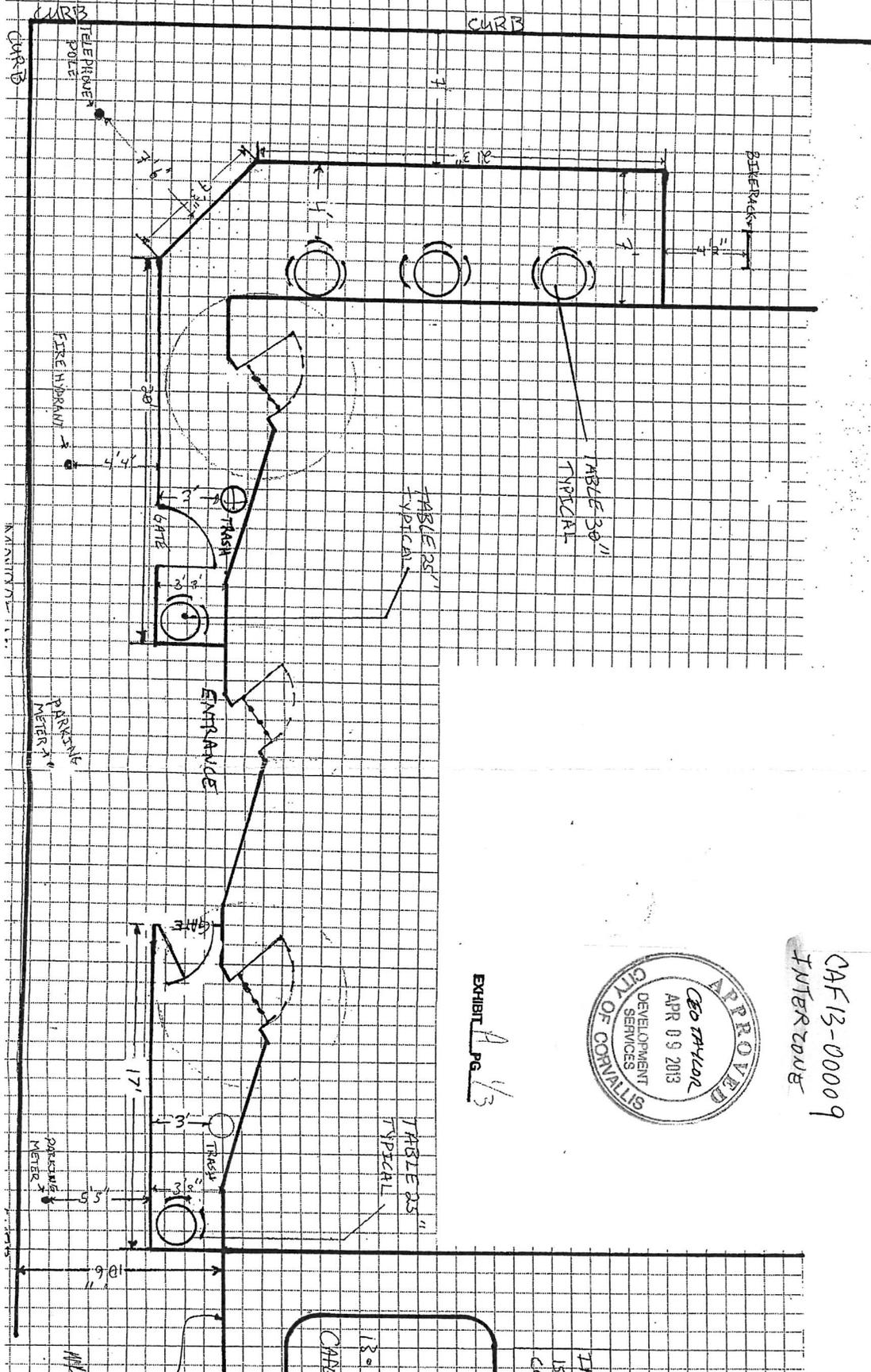
New Application or Renewal

A complete application must include all of the following:

1. **Completed Application Form** and \$100 application fee.
2. **Scaled site plan** (if renewal please attach the previously approved plan): Plans shall include the following information:
 - Café entrance location and size;
 - ADA clearances into and throughout the café;
 - Clearances from proposed café to fixtures, lights, tree wells, signs, new racks, bike racks, bike racks, planters, etc;
 - Size and location of tables and chairs;
 - Location of waste receptacle within sidewalk café ;
 - Location and type of material proposed for delineating café (see delineation guidelines).
3. **Delineation Method** (paint, fence, brick inlay, etc.): _____
 - Include Cross Section (CS) drawing of any fence, showing the construction materials and height.
 - If delineation is paint, please specify color (neutral tones required)

4. **Proof of Insurance:**
 - Certificate of Insurance **and** Endorsement naming City of Corvallis as an Additional Insured.
5. **Neighboring business notification:**
 - Names and addresses of abutting property owners and all business/tenants abutting the subject business are required. The city will notify businesses of pending Sidewalk Café.
6. **Alcohol served:** Yes No
 - If yes, **Current** copy of Oregon Liquor Control Commission (OLCC) License is required.

16th STREET



CAF 13-00009
INTERZONE

EXHIBIT A pg 13

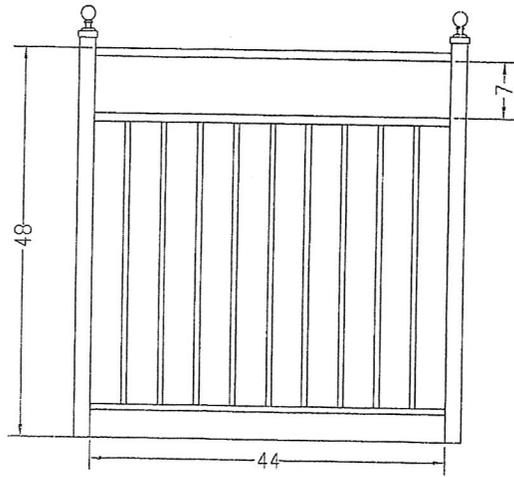
TABLE 25"
TYPICAL

18 CHAIRS = 19' x 30"
CHAIR HEIGHT = 29" #

SCALE = 50:1

INTERZONE INC
1563 NW MONROE AV
CORVALLIS, OR

BUILDINGS
LINE

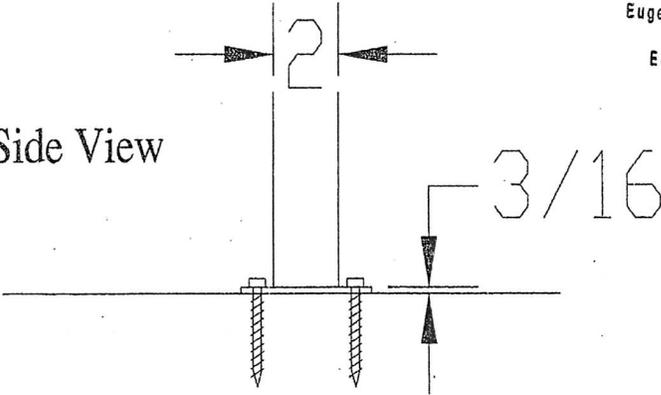


INTERZONE
1563 NW MONROE

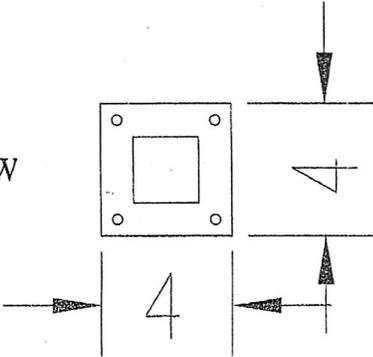
EXHIBIT A PG. 2/3

Eugene Ornamental Iron
4065 W. 11th
Eugene, OR 97402

Side View



Top View



INTERZONE
1563 NW MONROE
CAFO9-00021

Home » Mechanical Anchors

TITEN HD®

- Tools
- Fasteners
- Powder Loads
- Safety
- Exam

Print Reply Page (



Titen HD
U.S. Patent 5,674,035 & 5,623,226

The Titen HD is a patented, high-strength screw anchor for concrete and masonry. The self-undercutting, non-expansion characteristics of the Titen HD makes it the ideal anchor for structural applications, even at minimum edge distances and under reduced spacing conditions. The proprietary cutting teeth enable the Titen HD to be installed in one eighth of the time when compared to traditional expansion anchors, and at significantly reduced installation torques. This heat-treated anchor undercuts the concrete to create a strong mechanical interlock over the entire length of the anchor. The anchor can be installed with a standard ANSI tolerance drill bit and is removable. Recommended for permanent dry, non-corrosive applications or temporary outdoor applications. Contact Simpson for more information.

MATERIAL

Carbon steel, heat treated.

FINISH

Zinc plated.

Our Anchor Designer Software makes designing with this product easier



Download the Anchor Designer

JUMP TO:

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[FEATURES](#)

[Performance Features](#)

[Installation Features](#)

[PRODUCT INFORMATION](#)

[Limited Warranty Information](#)

[INSTALLATION INSTRUCTIONS](#)

[Exture Hole Diameter](#)

[TECHNICAL DATA](#)

[Tension and Shear Load Tables](#)

[Load Adjustment Factors](#)

[Code Reports](#)

[Test Criteria](#)

[Suggested Specifications](#)

FEATURES

PERFORMANCE FEATURES

- Higher load capacity and vibration resistance. Threads along the length of the anchor efficiently transfer the load to the



INTERZONE - FENCE ANCHORS

EXHIBIT A Pg 3/3