



City of Oregon City

625 Center Street
Oregon City, OR 97045
503-657-0891

Meeting Agenda Urban Renewal Commission

Wednesday, July 17, 2013

5:00 PM

Commission Chambers

1. Convene Regular Meeting and Roll Call
2. Citizen Comments
3. Adoption of the Agenda
4. General Business
 - 4a. [13-451](#) Urban Renewal Grant Criteria Revisions

Sponsors: Economic Development Manager Eric Underwood
Attachments: [Staff Report](#)
[Revised Adaptive Reuse-Rehab Grant Application Packet 5-22](#)
[Storefront Evaluation July 2013](#)
[UR Storefront Grant Process and Requirements 070113](#)
[UR Storefront Grant Application 070113](#)
 - 4b. [13-456](#) Storefront Improvement Grant for 1001-1005 Main Street

Sponsors: Economic Development Manager Eric Underwood
Attachments: [Staff Report](#)
[1001-1005 Main St - Staff Report for Blindheim SF v 2](#)
[Blindheim Storefront Improvement Application](#)
 - 4c. [13-458](#) Storefront Improvement Grant for 722 Main Street - 8th Street Facade

Sponsors: Economic Development Manager Eric Underwood
Attachments: [Staff Report](#)
[722 Main St 8th Street - Staff Report](#)
[722 Main 8th Street Five J's Application](#)
 - 4d. [13-457](#) Storefront Improvement Grant for 622 & 624 Main Street

Sponsors: Economic Development Manager Eric Underwood
Attachments: [Staff Report](#)
[622 624 Main St - Staff Report for Medearis](#)
[Medearis Storefront Improvement Application](#)
 - 4e. [13-463](#) Minutes of the June 19, 2013 Regular Meeting

Sponsors: City Recorder Nancy Ide
Attachments: [Minutes of 06/19/2013](#)

5. Future Agenda Items

6. City Manager's Report

7. Adjournment

Citizen Comments: The following guidelines are given for citizens presenting information or raising issues relevant to the City but not listed on the agenda.

- * Complete a Comment Card prior to the meeting and submit it to the staff member.*
- * When the Chair calls your name, proceed to the speaker table and state your name and the city of residence into the microphone.*
- * Each speaker is given 3 minutes to speak. To assist in tracking your speaking time, refer to the timer at the dais.*
- * As a general practice, Oregon City Officers do not engage in discussion with those making comments.*

Agenda Posted at City Hall, Pioneer Community Center, Library, and the City's Web site (oregon-city.legistar.com).

Video Streaming & Broadcasts: The meeting is streamed live on Oregon City's Web site at www.orcity.org and is available on demand following the meeting. The meeting can be viewed live on Willamette Falls Television on channels 23 and 28 for Oregon City area residents. The meetings are also rebroadcast on WFMC. Please contact WFMC at 503-650-0275 for a programming schedule.

ADA: City Hall is wheelchair accessible with entry ramps and handicapped parking located on the east side of the building. Hearing devices may be requested from the City Staff member prior to the meeting. Disabled individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder's Office at 503-657-0891.



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Staff Report

File Number: 13-451

Agenda Date: 7/17/2013

Status: Agenda Ready

To: Urban Renewal Commission

Agenda #: 4a.

From: Economic Development Manager Eric Underwood

File Type: Report

SUBJECT:

Urban Renewal Grant Criteria Revisions

RECOMMENDED ACTION (Motion):

Staff recommends that the Urban Renewal Commission approve the revisions to the Adaptive Reuse/Rehab and Storefront Grant Program criteria.

BACKGROUND

The Storefront Grant program began in FY 04/05 and the Urban Renewal Commission approved the initial Adaptive Reuse/Rehab Grant program criteria in April, 2012 prior to program implementation in June, 2012. Each program has been successful in its own right with the Storefront Grant program awarding \$162,500 since FY 11/12 and the Adaptive Reuse/Rehab Grant program awarding \$210,000. The programs have leveraged private investments within the Urban Renewal District of approximately \$ 195,200 and \$634,000 respectively.

As successful as the programs have been, they have not been without several process and criteria deficiencies. Aware of these potential shortcomings, staff evaluated the process performance of both urban renewal grant programs over the past year and has subsequently conducted a comprehensive effort to correct these program deficiencies. This effort has consisted of adjusting and refining program criteria for the provisions of clarity and enhanced efficiencies. The intent is to achieve a beneficial balance for both the applicant and the review staff in processing grant applications. The following key areas have been identified as needing improvement and will require further discussion with the Urban Renewal Commission:

- * Application modifications for clarity
- * Match Clarification
- * Grant periods for application submittal
- * Grant application process modifications
- * Staff site visit requirement
- * Disbursement of funds
- * Awarded Grant Funds
- * Criteria for non-performance
- * General areas of redundancy
- * Evaluation Criteria
- * Adaptive Reuse Program Objective

The attached drafts of the application packets indicate the changes made by staff as a result of the aforementioned analysis of the performance of both programs. The strike-throughs indicate the items that have been eliminated and the italicized and highlighted areas are items that have been added. Staff will walk through these revisions with the URC by reviewing each of the draft documents.



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Adaptive Reuse/Building Rehabilitation Program

URBAN RENEWAL COMMISSION

City of Oregon City
625 Center Street
P.O. Box 3040
Oregon City, Oregon 97045
Phone 503.657.0891
Fax 503.657.7892
www.orcity.org

APPLICANT INFORMATION

APPLICANT NAME:	APPLICANT E-MAIL:
APPLICANT ADDRESS:	APPLICANT PHONE:
NAME of PROPERTY OWNER (if different):	
PROPERTY OWNER'S MAILING ADDRESS:	PROPERTY OWNER'S PHONE:
PROPERTY OWNER'S CITY, STATE, ZIP:	PROPERTY OWNER'S FAX:

SITE INFORMATION

SITE ADDRESS:	BUILDING TAX LOT & MAP NUMBER (if known):
CITY, STATE, ZIP:	OWNER OCCUPIED OR LEASED?
EXISTING SQUARE FEET	GRANT REQUEST AMOUNT: \$
CURRENT USE OF BUILDING AND TENANT NAMES:	
Is the building on the local historic register or within historic overlay district? ☐ YES ☐ NO	
If yes, has the building plan been reviewed and approved by the Historic Review Committee? ☐ YES ☐ NO	

PROJECT FINANCIALS AND SCHEDULE

AMOUNT AND SOURCE OF MATCHING FUNDS (i.e., savings account, line of credit, etc.):	
PRIVATE TO PUBLIC MATCH AS RATIO: ____ / ____ AMOUNT & SOURCE OF ADDITIONAL GRANTS OR FUNDING (DOES NOT INCLUDE APPLICANT'S MATCHING FUNDS)	AUTHORIZATION FOR CREDIT CHECK ☐ YES ☐ NO Signature: _____

ANTICIPATED START DATE OF CONSTRUCTION:	ANTICIPATED FINISH DATE OF CONSTRUCTION:
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ARCHITECT INFORMATION ~~DESIGN CREDENTIALS~~

NAME APPLICANT'S ARCHITECT:	E-MAIL:
MAILING ADDRESS:	PHONE:
CITY, STATE, ZIP:	FAX:

ARCHITECT CERTIFICATION NUMBER (applicant's architect fees are eligible as a grant expense if architect is Oregon certified):

PROJECT NARRATIVE SUMMARY

IN THE SPACE BELOW PROVIDE A BRIEF DESCRIPTION OF PROPOSED PROJECT (UP TO 250— 300 words. Use separate paper if needed.)

A COMPREHENSIVE PROJECT PROPOSAL MUST ACCOMPANY THIS APPLICATION AND INCLUDE THE FOLLOWING. THESE DETAILS ~~DESCRIPTION MUST BE INCLUDED, WHICH WILL HELP URBAN RENEWAL COMMISSIONERS BETTER UNDERSTAND THE PROPOSED PROJECT.~~ **PLEASE USE THIS LIST AS A CHECKLIST OF ALL ITEMS THAT MUST BE PART OF YOUR APPLICATION PACKAGE.**

- ☐ COMPLETED APPLICATION
- ☐ **DETAILED WRITTEN DESCRIPTION OF THE SCOPE OF THE PROJECT**
- ☐ PROJECT COSTS/BUDGET (INCLUDING CONSTRUCTION EXPENSES, FEES, PERMITS, DESIGN COSTS)
- ☐ PHOTOS OF EXISTING USE AND SITE
- ☐ **OFFICIAL STAMPED ARCHITECTURAL AND ENGINEERING RENDERINGS/DRAWINGS FROM A LICENSED ARCHITECT IN 11" X 17" FORMAT**
- ☐ **A MATERIALS SPEC BOARD OR DETAILED DESCRIPTION OF MATERIALS**
- ☐ **DOCUMENTATION OF OWNERSHIP (INCLUDING, BUT NOT LIMITED TO DEED OF TRUST) OR WRITTEN AUTHORIZATION FROM PROPERTY OWNER**
- ☐ **ORGANIZATIONAL PAPERS, IF NOT A SINGLE OWNER**
- ☐ **DOCUMENTATION SHOWING PROJECT FUNDING AND ANY GRANTS RECEIVED (INCLUDING, BUT NOT LIMITED TO BANK STATEMENTS OR LETTERS)**
- ☐ FINANCIAL PRO-FORMA DOCUMENTING THE LOAN-TO-VALUE RATIO AND OTHER ECONOMIC DETERMINANTS, IF A LOAN IS OBTAINED.
- ☐ COMPETITIVE BIDS FROM THREE LICENSED AND BONDED TRADES/PROFESSIONALS
- ☐ CONSTRUCTION SCHEDULE

- ☐ CREDIT CHECK AUTHORIZATION
- ☐ LAND USE APPROVAL, IF NEEDED (SEE STATEMENT FORM IN THIS PACKET)
- ☐ HISTORIC REVIEW BOARD APPROVAL, IF NEEDED (SEE STATEMENT FORM IN THIS PACKET)
- ☐ COPIES OF CURRENT OREGON CITY BUSINESS LICENSE, AND CURRENT ON ANY CITY OF OREGON CITY FINANCIAL PAYMENTS.
- ☐ SUBMIT FIVE (5) COPIES OF APPLICATION AND SUPPORTING DOCUMENTS
- ☐ CERTIFICATE OF INSURANCE (THIS WILL BE REQUIRED UPON AWARDING OF A GRANT, IDENTIFYING THE URBAN RENEWAL COMMISSION AS ADDITIONALLY INSURED)

~~Information to include in narrative and supporting documents include: project cost/budget, photos of existing use, stamped architectural renderings/drawings, documentation of ownership and project funding, property appraisal, financial pro-forma documenting loan to value ratio, competitive bids from three service providers.~~

The applicant understands that the proposed improvements must be reviewed ~~evaluated~~ and approved by the Oregon City Urban Renewal Commission, or designee. Certain changes or modifications may be required by the Urban Renewal Commission prior to final approval.

The applicant understands that a ~~match~~ grant information sign *listing the Urban Renewal Commission Public Contribution* must be posted *five (5) 30* days prior to, during, and *five (5) 30* days ~~after the improvement's post construction phase.~~

CERTIFICATION OF APPLICANT

The applicant certifies that all information in this application and all information furnished in support of this application is given for the purpose of obtaining a matching grant and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property to be rehabilitated, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the rehabilitation work on the property. Evidence of this authority is attached.

APPLICANT'S SIGNATURE:	CO-APPLICANT'S SIGNATURE (if applicable)
DATE:	DATE:

PROGRAM OBJECTIVE

Oregon City's Urban Renewal Commission has set aside \$150,000 into an **Adaptive Reuse/Building Rehab Program** to encourage investment and upgrades to private property by encouraging significant rehabilitation that improves the value of existing commercial property and supports the highest and best use of commercial property within the **Urban Renewal District URC**.

The program is a matching grant intended to fund a limited number (one or two) medium- to large-scale internal rehabilitation (non-façade) projects. A typical project will be a **consist of a minimum private match of \$50,000**; for a combined minimum of \$100,000; and with a maximum grant for any one project of \$150,000. Particular emphasis and priority is placed on rehabilitation projects that **incorporate mixed-use elements with** consist of quality construction and **that improve the economic vitality** of add value to the urban renewal area.

APPLICATION PROCESS

1. Proposal review meeting with Economic Development Manager
2. Pre-application meeting with Community Development Department
3. Gather supporting material (as indicated in checklist above)
4. Complete and submit application
5. **City staff site visit**
6. City staff *application* review
7. City staff decision
8. City staff report to Urban Renewal Commission

**note: application review period will take a minimum of 30 days once received by City Hall staff.*

GRANT PERIOD

Proposals will be reviewed two times during the fiscal year beginning July, and again in January, or until all grant funds have been awarded. Once an application is received, expect a minimum of a 30-day review period. Therefore, applications received in July, will be placed on a September URC agenda, and applications received in January will be placed on the March agenda. Projects must be completed by June 30 of the fiscal year they were awarded. Applicants receiving funding through this program within the last 12 months are not eligible to apply the following fiscal year. Grant awards are not transferrable.

~~Competitive proposals that have completed the application process will be reviewed every six months beginning in January 2012.~~

REIMBURSABLE EXPENSES

The following expenses are eligible for reimbursement with Oregon City Urban Renewal building reuse rehab grant funds:

- Design Services
- Engineering and Architectural Fees, Permits and other Fees
- Historic Register Listing expenses
- ~~as well as~~ Expenses relating to structural improvements, seismic upgrades, and code improvements
- Facilities Improvements (HVAC, Sprinkler Systems, Elevator, etc.)

- Internal Demolition (if square feet of usable space is not reduced)
- Addition of residential units and/or limited expansion of building, as long as the expenses listed previously are **consistent** with the rehabilitation and adaptive reuse of a building *and that increases the value of the building.*

PROPOSED EVALUATION CRITERIA

Within the *application packet submitted*, the project description narrative and with supporting documents, an applicant **must** show how their project meets the following criteria:

1. Amount of private match (required match is 1:1).
2. Project increases usable square feet of building for a higher and better use.
3. Adding to the mixed-use activity of the building (ex: first floor retail/restaurant, second floor commercial/professional/residential, higher floors residential).
4. ~~Development experience of applicant or project partners.~~ **Leveraging additional grants, in addition to the minimum private applicant match requirement.**
5. Increase in value of property as documented by pro-forma, appraisal, economic analysis, etc.
6. Overall project benefit, impact and quality (based upon staff review).

PROJECT EVALUATION MATRIX

The *Adaptive Reuse/Building Rehab Program* incentivizes investment and upgrades to private property by encouraging significant rehabilitation **that improves the value of existing commercial property and supports the highest and best use of commercial property within the **Urban Renewal District** URC.**

~~A project will have a maximum grant for any one project of \$150,000. Particular emphasis and priority is placed on rehabilitation projects that consist of quality construction and add value to the urban renewal area.~~

The program is a matching grant intended to fund a limited number (one or two) medium- to large-scale internal rehabilitation (non-façade) projects. A typical project will ~~be a~~ **consist of a minimum private match of \$50,000; for a combined minimum of \$100,000; and with a maximum grant for any one project of \$150,000.** Particular emphasis and priority is placed on rehabilitation projects that **incorporate mixed-use elements with** ~~consist of~~ quality construction and **that improve the economic vitality** of ~~add value to~~ the urban renewal area.

The following project evaluation matrix will be used by the review committee to evaluate a project and shows how an application and project can be more competitive. Bonus points will be earned as a project meets moves higher on the matrix.

Bonus Points				
	1	2	4	8
Private Match (1:1 required)	1:2	1:3	1:4	>1:4
Addition of Residential Units	1-2	3-5	6-9	9+
LEED Certification, low impact design, building innovation	Certified	Silver	Gold	Platinum
Development Experience	Contractor Experience	Development Experience plus Contractor Experience	Infill Adaptive Reuse plus Development and Contractor Experience	All Experience Previously Stated Plus Historic Preservation Experience
Leveraged Funding (number of additional funding sources)	1	2	3	4
Job Creation	1-3	3-6	6-9	9+
Adds value to property according to ROI, cap rate, or pro-forma.	0-5%	6-12%	13-25%	>25%

Bonus Score: _____ (0 – 48)

Note: Applicants submitting projects for grant funding in Oregon City’s historic areas are encouraged to preserve or restore the building’s historical interior characteristics.

THIS PAGE INCORPORATED INTO OTHER PARTS OF THE NEW APPLICATION
APPLICATION CHECKLIST:

- ~~Completed Application.~~
- ~~Project Description (written, financial and graphic).~~
- ~~Project cost/budget (including construction expenses, fees, permits, design costs).~~
- ~~Photos of existing use and site.~~
- ~~Official architectural and engineering renderings/drawings & documents.~~
- ~~Documentation of ownership~~
- ~~Documentation supporting project funding.~~
- ~~Financial pro-forma documenting loan-to-value ratio and other economic determinants, if a loan is obtained.~~
- ~~Competitive bids from three licensed and bonded trades/professionals.~~
- ~~Construction schedule.~~
- ~~Land Use Approval if needed.~~
- ~~HRB Approval if needed.~~
- ~~Certificate of Insurance (if selected) identifying the Urban Renewal Commission as additionally insured.~~

APPLICATION PROCESS

1. ~~Proposal review meeting with Economic Development Manager~~
2. ~~Pre-application meeting with city staff including but not limited to economic development and planning departments.~~
3. ~~Complete application~~
4. ~~Gather supporting material (as indicated in checklist above)~~
5. ~~City staff review~~
6. ~~City staff decision~~
7. ~~City staff report to URC~~

THIS PAGE REMOVED FROM APPLICATION PACKET

STAFF REVIEW/REPORT WORKSHEET

1. Thoroughness and Completeness of Application

2. Quality of Proposed Project

3. Overall Project Impact:

Project Impact	Yes/No
a. Increases Usable Square Feet	___/___
b. Addition of Mixed Use Activity	___/___
c. Innovative Design Components	___/___
d. Creates Value	___/___

_____ **Points** _____ (max of 4)

4. Other notes (include additional pages if necessary)

PROJECT EVALUATION MATRIX

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Job Creation	1-3	3-6	6-9	9+
Adds value to property according to ROI, cap rate, or pro-forma.	0-5%	6-12%	13-25%	>25%

Bonus Score: _____ **(0 – 48)**

URC Storefront Evaluation Sheet
July 2013

Property: _____

Reference:
Eligible Points (5
if applicable, 0 if
not)

Criteria	Description	Eligible Points (5 if applicable, 0 if not)	Score
A. Building Design and Context			
1. Sense of Place	Strengthen unique qualities	5	
2. Building Orientation	Maximize views, public spaces	5	
3. Outdoor Space	Designed for variety of activities & creates street dialog	5	
4. Historic Building Compatibility	Respects original structure	5	
5. Locational Context	Good neighbors, compatible	5	
B. Building Design Elements			
1. Building Elements	Enhances setting	5	
2. Color	Balances contrast	5	
3. Human Scale	Enhances pedestrian experience	5	
4. Building Materials	Quality, durability	5	
5. Façade Treatment	Appropriate scale definition	5	
6. Accessibility	Integrated ADA access	5	
C. Doors and Windows			
1. Doors	Open inviting atmosphere	5	
2. Entry doors	Locate on corners, large glass	5	
3. Windows	Inviting, rhythmic patterns	5	
D. Roofs			
1. Roofline	Interest and detail	5	
2. Rooftop	Integrated with building design		
E. Lighting			
1. Façade lighting	Integrated in façade composition	5	
2. Street lights	Compatible with existing standards		
3. Landscape lights	Appropriate highlighting, safety		
4. Sign Lighting	Integrated with building design	5	
F. Signs			
1. Wall signs	Compatible with building design	5	
2. Blade or hanging signs	Sidewalk, pedestrian visibility	5	
3. Window signs	Pedestrian oriented, non-obstructive	5	
4. Awning signs	Appropriately scaled, lower level	5	
5. Directional signs	Small scale, logical	5	
6. Temporary Signs	Consistent with surrounding area		
G. Awnings			
	Protect pedestrians from elements	5	
	Well proportioned, integrated with building design and surrounding area	5	
H. Sustainability			
	Materials are durable, resource efficient, recyclable, salvaged, safe for environment, maximize natural light, indoor air quality, minimizes polluted water runoff	5	
I. Recipient Match Value			
	High owner investment	5	
J. Previous Recipient			
	Encourage new recipients, if previous recipient reference previous project success		
J. Previous Recipient	Past project successes	5	
K. New Applicant			
	Encourages new recipients (5 bonus points)	5	
L. 99E Frontage Property			
	If applicant's property fronts 99E (5 bonus points)	5	
M. Leveraging of Additional Funds			
	Applicants that have additional funding outside of their private match and URC grant funds receive points based on number of add'l sources. (1 source = 2 pts; 2 sources = 3 pts.; 3 sources = 4 pts.; 4 sources = 5 pts.)	5	
TOTALS		150	

Evaluator: _____

Date: _____

**OREGON CITY URBAN RENEWAL COMMISSION
STOREFRONT IMPROVEMENT PROGRAM
APPLICATION PROCESS AND REQUIREMENTS**

Purpose: Improve the appearance and curb appeal of buildings and streetscape in the Urban Renewal District; thereby improving the marketability of the district in terms of economic vitality and attractiveness to new investment.

Method: Provides grants to businesses and commercial property owners in the urban renewal district for rehabilitating their storefronts to eliminate blight, enhance livability, and revitalize commercial areas.

Maximum Grant Amount

- For each structure, up to \$20,000.
- For projects of high value and when the applicant demonstrates that the proposed improvement will restore the façade substantially closer to its original condition, projects may be eligible for grants up to \$40,000.
- All projects require at least a 50% **private** match.

Eligible Improvements

- Exterior improvements only, including, but not limited to: Exterior rehabilitation and restoration; painting; brick, masonry, and stucco repair; awnings (except those including tenant signs as part of the awning); signs and graphics (except those with tenant names); exterior lighting; architectural fees or other items as approved in the Grant Review process.
- All projects must comply with the City of Oregon City Urban Renewal Plans; corridor plans; master plans; building and zoning codes; and all other City, State and Federal regulations.
- All applicable fire, safety, disabled accessibility, and permit requirements must be met.

Ineligible Improvements

- Improvements not visible from public streets and sidewalks.
- Improvements to structures outside of an urban renewal zone.
- Non-façade improvements such as roofs, structural foundations, billboards, security systems, non-permanent fixtures, parking lot or paving improvements, security bars, fencing, sidewalks, and interior window display lighting and window coverings.
- Interior improvements and modifications.
- Improvements to single-family residential property.
- Items related to business operations, i.e., inventory, business equipment, etc.
- In-kind labor and/or services provided by applicant.

Grant Application Process

1. *Applicant meets with the Economic Development Manager to review the proposed project.*
2. *Applicant has a pre-application meeting with the Community Development Department.*
3. Submit **5 complete copies of the application package** ~~form~~ to Urban Renewal staff for their review. Applicant ~~shall~~ **must** provide the following items. *Please use this list as a checklist of all items that must be part of the application package.*
 - a. ~~Description of improvements to be undertaken:~~
 - a. *For all funding requests:*
 - ☐ **A completed application**
 - ☐ **A detailed written description of proposed improvements for the project.** *if Urban Renewal Commission grant is \$5,000 or less.*

Grant Application Process (cont.)

- ☐ *If the grant request is over \$5,000, the applicant must submit official architectural and engineering renderings/drawing from a licensed Architect in 11" x 17" format. Copies of sketches, specifications, etc., for the proposed work if Urban Renewal Commission grant is over \$5,000.*
 - ☐ *A materials spec board or detailed description of materials and colors.*
 - ☐ *Project costs/budget (including but not limited to construction expenses, fees, permits, design costs).*
 - ☐ Photos of proposed project area.
 - ☐ *Construction schedule for project.*
 - ☐ *Land Use approval, if needed.*
 - ☐ *Historic Review Board approval, if needed.*
 - ☐ *Competitive bids from a licensed and bonded trades/professional as follows: Amount of grant requested.*
 - One formal written bid on grant work up to \$5,000, ~~by licensed contractor.~~
 - Three *formal written* ~~competitive~~ bids on all grant work over \$5,000.
 - ☐ Evidence of ownership of property (*including but not limited to a deed of trust*) or copy of lease. Lessees must have written authorization from the property owner.
 - ☐ Copy of current Oregon City Business License (if conducting business at time of application) *and current on any City of Oregon City financial payments (including but not limited to water bill, EID tax, etc.) and proof that property taxes are current.*
 - ☐ If applicant is other than an individual, evidence of authorization to enter into the grant agreement (e.g., corporate resolution, partnership agreement, bylaws, and articles of incorporation or other as approved by Urban Renewal legal counsel).
 - ☐ *Applicant must provide a s*Statement on source of project funding that includes the required 50% private match, and other funds that may be applicable to undertake the balance of the work not funded by the Urban Renewal Commission. This could include a letter from bank or lender, account balance statement, or other as approved. ~~matching funds by grant applicant.~~
- b. For grants over \$20,000, the applicant must demonstrate how the proposed improvements will restore the façade to its original design *with the following:*
- ☐ Submittal of the best available information including photographs or other documentation showing or describing the storefront's original design is required.
 - ☐ Photographs of similar buildings designed by the same architect or of buildings constructed during the same period and style may be considered.
4. *Once a complete application package is received* Urban Renewal staff will *have a minimum of 30 days to proceed as follows:*
- a. Review the application *for completeness*
 - b. Route it *application* to City staff for their review
 - c. *Schedule a site visit for the staff review committee*
 - d. *Conduct a staff review meeting for the project*
 - e. *Place on a scheduled Urban Renewal Commission meeting agenda*
 - f. ~~and~~ Present the application and recommendation to the Urban Renewal Commission for authorization of a grant at a scheduled Urban Renewal Commission meeting.
5. Urban Renewal Commission authorization of a grant will be subject to the following conditions:
- a. Certificate of insurance showing adequate coverage and naming the City and Urban Renewal Commission as additional insureds with respect to the work proposed.
 - b. ~~Formal evidence that applicant has the funds to undertake the balance of the work not funded by the Urban Renewal Commission (e.g., letter from bank or lender, account balance statement, or other as approved by Urban Renewal Commission).~~ **This item was moved up to the applicant checklist item 3a.**

Grant Application Process (cont.)

- c. Building/sign permits, if required.
- d. Approval of the Historic Review Committee, if required.
- e. Applicant's signed acceptance of an Urban Renewal Commission Letter of Approval of the grant.
- f. Applicant posting match/grant information sign 30 5 days prior to, during, and 30 5 days post construction. after the completion of the improvement's construction phase.
- g. Copy of contracts between the owner and contractor. All contractors are to be registered and bonded by the State of Oregon.

Grant Period

~~6. The Urban Renewal Commission will consider grants three times per year. It is the intent of the Commission that the amounts awarded in each session be equally distributed throughout the year.~~

Proposals will be reviewed for funding two times during the fiscal year, or until all grant funds have been awarded. Awards are dependent on the approval of the Urban Renewal budget. Once an application is received, expect a minimum of a 30-day review period. The application schedule is as follows:

1. Round 1

- a. Applications due by close of business June 10th (or next business day if the 10th is a Saturday or Sunday).
- b. Placed on Urban Renewal Commission agenda the 2nd meeting of July (or next URC meeting agenda).

2. Round 2

- a. Applications due by close of business January 10th (or next business day if the 10th is Saturday or Sunday).
- b. Placed on the Urban Renewal Commission agenda the 2nd meeting of March (or next URC meeting agenda).

This schedule allows for the first round of grants to fall during the optimal construction season. Projects must be completed by June 30th of the fiscal year they were awarded. If a project is not complete by the June 30th year-end of the fiscal year than the grant award will reimburse for only those costs incurred on the project up June 30th. There will be no extensions for funding beyond the fiscal year end.

Applicants receiving funding through this program within the last 12 months are not eligible to apply the following fiscal year.

If a grant is awarded and the building is sold during the grant period, the grant award is not transferrable to the new owner.

General Conditions

The following general conditions will apply to all projects:

- All applications are subject to available funding by the Urban Renewal Commission and applications shall be processed and awarded money on a first come, first served basis. Incomplete applications shall lose their place in the queue to complete applications.
- The Urban Renewal Commission may waive any requirement or condition on an application at their option.
- Improvements funded by the grant shall be maintained in good order for a period of at least five years; graffiti and vandalism will be dutifully repaired during this time period.
- ~~Property taxes must be current and participants may have no debts in arrears to the City when the grant is authorized.~~ This item is addressed as an item in the checklist on 3a.
- Eligible structures may not exceed the established grant maximum amounts for the fiscal year (July 1 to June 30). Applications may be submitted more than once as long as grants awarded to a structure don't exceed the maximum grant amount in a fiscal year. The maximum grant will be available again the next fiscal year. If a structure is sold and the new owner wishes to apply for a grant, the time frame still applies.

Grant Application Process (cont.)

- ~~Grant awards expire no later than one year after the date of the Urban Renewal Commission award. This item is address in the Grant Period section.~~

The Urban Renewal Commission reserves the right to withdraw any grant awards at any time or for any reason. Applicants shall be notified in writing.

Approval criteria

- All grants shall be evaluated based on the attached criteria. Each applicable criteria shall be scored with a scale of 0 (does not meet criteria) to 5, does an excellent job of meeting the criteria. Award will only be made to those projects with an average score that meets or exceeds seventy (70%) of the eligible criteria.

Disbursement of Funds

- Urban Renewal funds will be disbursed only upon completion of the work in accordance with the approved plans, evidence that the contractor(s) has/have been paid, and submittal of a W-9. In-kind work performed by the applicant will not be recognized for reimbursement. ~~Work shall be consistent with the application and any changes must be approved by the City in advance. Changes that significantly affect the appearance or structural integrity of the improvements must be reviewed by the Urban Renewal Commission.~~ *Work shall be consistent with the application and the City must approve any changes in advance. The Urban Renewal Commission must review changes that significantly affect the appearance or structural integrity of the improvements.* *Only grammatical changes made.*
- *Grant awards are not transferrable to new property owner if the building is sold.*

Awarded Grant Funds

- *Should a building owner that receives a grant award sell the property, they must submit withdrawal letter within 15 days of closing of the property.*
- *If the new property owner would like to assume the grant project and grant award as approved by the URC, the applicant must meet with the Economic Development Department.*

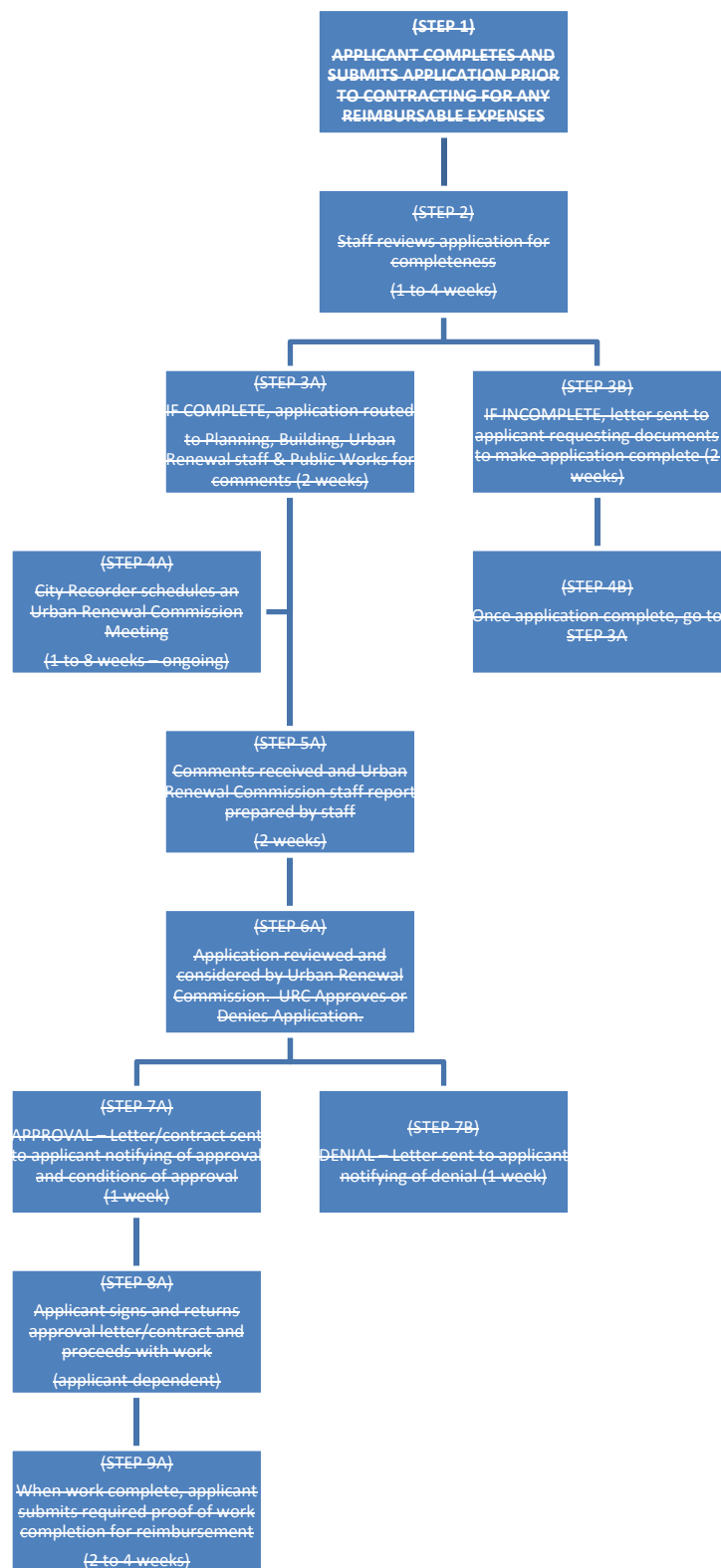
Criteria for Nonperformance

- *Projects must be completed by June 30th of the fiscal year they were approved.*
- *If a project is not complete by June 30th, the applicant will only be reimbursed for expenses that occurred up to that date.*

P:\griffin\Grant Applications\Urban Renewal Grants\Forms\2010 Update\OC Grant Match Process Requirements_100410.docx

Grant Application Process (cont.)

GENERAL APPLICATION TIMELINE/SCHEDULE (APPROXIMATE) Item 4a thru f replaces this flowchart.





STOREFRONT IMPROVEMENT GRANT PROGRAM

URBAN RENEWAL COMMISSION

City of Oregon City
625 Center Street
P.O. Box 3040
Oregon City, Oregon 97045
Phone 503.657.0891
Fax 503.657.7892
www.orcity.org

APPLICANT/OWNER INFORMATION

APPLICANT NAME:	E-MAIL:
BUSINESS NAME (if applicable):	
OWNER'S APPLICANT MAILING ADDRESS:	PHONE:
CITY, STATE, ZIP:	FAX:
CO-APPLICANT NAME (if applicable):	E-MAIL:
MAILING ADDRESS:	PHONE:
CITY, STATE, ZIP:	FAX:
PROPERTY OWNER NAME (if applicable):	E-MAIL:
MAILING ADDRESS:	PHONE:
CITY, STATE, ZIP:	FAX:

SITE INFORMATION

SITE ADDRESS:	BUILDING TAX LOT & MAP NUMBER (if known):
CITY, STATE, ZIP:	OWNER OCCUPIED OR LEASED?
CURRENT USE OF BUILDING:	
Is the building on the local historic register or within historic overlay district? ☐ YES ☐ NO	
If yes, has the building plan been reviewed and approved by the Historic Review Committee? ☐ YES ☐ NO	

GRANT **REQUEST** INFORMATION

GRANT REQUEST AMOUNT:

\$

BRIEF DESCRIPTION OF PROPOSED PROJECT: **Moved to a later section of the application.**

AMOUNT AND SOURCE OF MATCHING FUNDS (i.e., savings account, line of credit, etc.):

PRIVATE TO PUBLIC MATCH AS RATIO: ____ / ____

AMOUNT & SOURCE OF ADDITIONAL GRANTS OR FUNDING (DOES NOT INCLUDE APPLICANT'S MATCHING FUNDS)

AUTHORIZATION FOR CREDIT CHECK

☐ YES ☐ NO

Signature:

ANTICIPATED START DATE OF CONSTRUCTION:

ANTICIPATED FINISH DATE OF CONSTRUCTION:

ARCHITECT INFORMATION DESIGN

APPLICANT'S ARCHITECT:

E-MAIL:

MAILING ADDRESS:

PHONE:

CITY, STATE, ZIP:

FAX:

ARCHITECT CERTIFICATION NUMBER (applicant's architect fees are eligible for grant if architect is Oregon certified):

PROJECT SUMMARY

IN THE SPACE BELOW PROVIDE A BRIEF DESCRIPTION OF PROPOSED PROJECT (UP TO 300 words)

A COMPREHENSIVE PROJECT PROPOSAL MUST ACCOMPANY THIS APPLICATION AND INCLUDE THE FOLLOWING. THESE DETAILS, WHICH WILL HELP URBAN RENEWAL COMMISSIONERS BETTER UNDERSTAND THE PROPOSED PROJECT. PLEASE USE THIS LIST AS A CHECKLIST OF ALL ITEMS THAT MUST BE PART OF YOUR APPLICATION PACKAGE.

This checklist is taken directly from the Process and Requirements document

For All Funding Requests:

- ☐ A completed application
- ☐ A detailed written description of proposed improvements for the project.
- ☐ If the grant request is over \$5,000, the applicant must submit official architectural and engineering renderings/drawing from a licensed Architect in 11" x 17" format.
- ☐ A materials spec board or detailed description of materials and colors.
- ☐ Project costs/budget (including but not limited to construction expenses, fees, permits, design costs).
- ☐ Photos of proposed project area.
- ☐ Construction schedule for project.
- ☐ Land Use approval, if needed.
- ☐ Historic Review Board approval, if needed.
- ☐ Competitive bids from a licensed and bonded trades/professional as follows:
 - One formal written bid on grant work up to \$5,000.
 - Three formal written bids on all grant work over \$5,000.
- ☐ Evidence of ownership of property (including but not limited to a deed of trust) or copy of lease. Lessees must have written authorization from the property owner.
- ☐ Copy of current Oregon City Business License (if conducting business at time of application) and current on any City of Oregon City financial payments (including but not limited to water bill, EID tax, etc.) and proof that property taxes are current.
- ☐ If applicant is other than an individual, evidence of authorization to enter into the grant agreement (e.g., corporate resolution, partnership agreement, bylaws, and articles of incorporation or other as approved by Urban Renewal legal counsel).
- ☐ Applicant must provide a statement on source of project funding that includes the required 50% private match, and other funds that may be applicable to undertake the balance of the work not funded by the Urban Renewal Commission. This could include a letter from bank or lender, account balance statement, or other as approved.

For grants over \$20,000, the applicant must demonstrate how the proposed improvements will restore the façade to its original design with the following:

- ☐ Submittal of the best available information including photographs or other documentation showing or describing the storefront's original design is required.
- ☐ Photographs of similar buildings designed by the same architect or of buildings constructed during the same period and style may be considered.

The applicant understands that the proposed improvements must be evaluated and approved by the Oregon City Urban Renewal Commission. ~~Certain changes or modifications may be required by the Urban Renewal Commission prior to final approval.~~ **The Urban Renewal Commission, prior to final approval, may require certain changes or modifications.**

The applicant understands that a match/grant information sign must be posted ~~30~~ **five (5) days** prior to, during, and ~~30~~ **five (5)** days after the improvement's ~~post~~ construction phase.

CERTIFICATION OF APPLICANT

The applicant certifies that all information in this application and all information furnished in support of this application is given for the purpose of obtaining a 50-50 matching grant and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property to be rehabilitated, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the rehabilitation work on the property. Evidence of this authority is attached.

APPLICANT'S SIGNATURE:	CO-APPLICANT'S SIGNATURE (if applicable)
DATE:	DATE:



City of Oregon City

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

File Number: 13-456

Agenda Date: 7/17/2013

Status: Agenda Ready

To: Urban Renewal Commission

Agenda #: 4b.

From: Economic Development Manager Eric Underwood

File Type: Grant Request

SUBJECT:

Storefront Improvement Grant for 1001-1005 Main Street

RECOMMENDED ACTION (Motion):

City staff recommends a grant award of a minimum of \$15,000, or up to \$20,000 (as noted) following a site visit with the applicant and architect, and subsequent staff review meeting.

This application was made as part of the Main Street Revitalization Agreement entered into with METRO, which pledged \$120,000 in funds to help facilitate high-impact projects that would spur continued investment and redevelopment. This building was identified as a high-impact project because of its high visibility and its location adjacent to one of the busiest intersections on Main Street. In addition, the location complies with the criteria established in the IGA between Metro and the Urban Renewal Agency regarding areas between 5th and 11th Streets on Main Street.

Grants shall only be awarded to those projects with an average score of 70% or better and this application received an average of 75%.

While the applicant is applying for \$20,000, the review committee has a base recommendation of \$15,000 (\$20,000 x 75%), but agreed that the full \$20,000 grant would be awarded with Staff approval of the following items:

1. Transom Windows - submittal of the spec sheet showing the materials (glass and framing material), reveal and dimensions of the transoms.
2. Color - submittal of color sheets.
3. Awning - submittal of a material spec sheet and trim, along with pictures of the planned awning.

Funds are available for this project in the Storefront Grant program for FY2013-14. The URC shall decide whether or not to uphold the recommendation of City staff to award Urban Renewal grant funds in the amount of up to \$20,000 to the applicant.

BACKGROUND:

The applicant is applying for a grant in the amount of \$20,000. Maximum grant amounts are \$20,000, or \$40,000 for projects of high value when the applicant demonstrates that the proposed improvements will restore the facade substantially closer to its original condition. All projects require at least a 50% match.

The applicant has indicated the intent to closely replicate the historical look of the building. The project will redo both the Main Street and 10th Street facades and would include removal of the existing awning; the addition of transom windows over the majority of the Main Street facade and wrapping the storefront corner window on 10th Street; the addition of new architectural lighting and signage (blade

and wall); and a repainted facade.

The site is addressed as 1001 - 1005 Main Street and is further identified as Tax Map 2-2E-31AB-02700. The site is zoned Mixed Use Downtown (MUD) and is located within the Downtown Urban Renewal District. The building is currently used for retail and a future restaurant.

BUDGET IMPACT:

Amount: \$15,000 - \$20,000

FY(s): 2013-14



City of Oregon City

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

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Agenda Date: 7/17/2013

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BUDGET IMPACT:

Amount: \$15,000 - \$20,000

FY(s): 2013-14



STOREFRONT IMPROVEMENT URBAN RENEWAL GRANT PROGRAM

**APPLICANT/
OWNER (S):**

Steven & Sue Blindheim/Oregon City Building LP
3662 Tunnelwood Street
Portland, OR 97221

**GRANT REQUEST
AMOUNT:**

\$20,000

LOCATION:

1001-1005 Main Street

REVIEWERS:

Christina Robertson-Gardiner, Planner
Eric Underwood, Economic Development Manager
Scott Linfesty, Building Official
Erik Wahrgren, Public Works Project Engineer

RECOMMENDATION: Approval of \$15,000 (Up to \$20,000 with conditions)

I. BACKGROUND:

The applicant is applying for a grant in the amount of \$20,000. Maximum grant amounts are \$20,000 or \$40,000 for projects of high value when the applicant demonstrates that the proposed improvements will restore the façade substantially closer to its original condition. All projects require at least a 50% match.

ii. Compliance with Approval Criteria:

A. Building Design and Context

1. Sense of Place - Strengthen unique qualities
2. Building Orientation - Maximize views, public spaces
3. Outdoor Space - Designed for variety of activities
4. Historic Building Compatibility - Respects original structure
5. Locational Context - Good neighbors, compatible

The applicant proposes to restore 66 linear feet of façade on Main Street and 70 linear feet along 10th Street on this highly visible crossroad. This renovation will greatly update and refresh the tired and dated façade of the Fairclough Building. The proposed project will embrace both the character and charm of the historic downtown cores with the more industrial/warehouse architectural context of North Main Street. The dull beige building will be replaced with a new palette of warm tones, which will break up the massive and sterile façade of the building along 10th Street. This renovation will provide a larger strategic impact on the evolution and redevelopment of the downtown and possibly spark further façade improvements on the north end of Main Street. The removal of the existing awning

and exposure of the transom windows will bring back a historical feature of the structure and open up the storefront features.

B. Building Design Elements

1. Building Elements - Enhances setting
2. Color - Balances contrast
3. Human Scale - Enhances pedestrian experience
4. Building Materials - Quality, durability
5. Façade Treatment - Appropriate scale definition
6. Accessibility - Integrated ADA access

The current façade is very worn and dated. The addition of the transom windows not only adds the historical element back to the building, but also along with the blade signage, would better enhance the building as a whole. The new lighting and signage would provide a more unified and pulled-together look for the façade. The multi-color paint scheme will better define building elements and more appropriately scale the building façade.

C. Doors and Windows

1. Doors - Open inviting atmosphere
2. Entry doors - Locate on corners, large glass
3. Windows - Inviting, rhythmic patterns

The applicant proposes to install transom windows above the majority of the Main Street façade that will wrap around the corner window on 11th Street, giving the building a more historical look.

D. Roofs

1. Roofline - Interest and detail
2. Rooftop - Integrated with building design

No changes to the roof are proposed.

E. Lighting

1. Façade lighting - Integrated in façade composition
2. Street lights - Compatible with existing standards
3. Landscape lights - Appropriate highlighting, safety
4. Sign Lighting - Integrated with building design

The applicant proposes to add architectural lighting along the façade walls to highlight building elements and recessed lights in building entries, as well as have integrated lighting in the brackets of the blade signs.

F. Signs

1. Wall signs - Compatible with building design
2. Blade or hanging signs - Sidewalk, pedestrian visibility
3. Window signs - Pedestrian oriented, non-obstructive
4. Awning signs - Appropriately scaled, lower level

- 5. Directional signs - Small scale, logical
- 6. Temporary Signs - Consistent with surrounding area

Both blade and wall signs are proposed. The blade signs would identify each of the tenant businesses along both facades and wall signs would identify each business, as well as call out the Fairclough Building name.

G. Awnings

- Protect pedestrians from elements and;
- Well proportioned, integrated with building design and surrounding area

The project proposes the removal of the existing awnings and replacing them with horizontal, shelf-like awnings.

H. Sustainability

- Materials are durable, resource efficient, recyclable, salvaged, and safe for environment, maximize natural light, indoor air quality, and minimize polluted water runoff

The substantial improvements to the building should encourage best use and higher rents. The new transom windows added where the existing exposed awning is removed will maximize the natural light into the building. It is assumed that all materials will be recycled to the greatest extent possible.

I. Recipient Match Value

- High owner investment

The 2012-13 property tax submitted by the applicant shows an assessed value of \$160,304 and the applicant proposes a minimum project budget of \$65,288 with a proposed owner contribution of \$25,288 to \$62,494 for eligible costs. Additional ineligible costs that the project includes are a new HVAC, operable skylights and some additional tenant signage. This level of investment shows a minimum of a 41% investment to the assessed value.

J. Previous Recipient

- Encourage new recipients; if previous recipient, reference successes of previous project.

This is a new applicant to the Storefront Grant program.

III. Staff Review

Following identified procedures; the Urban Renewal Grant request was routed through Scott Linfesty, Building Official; Christina Robertson-Gardiner, Associate Planner; Erik Wahrgren, Public Works Project Engineer; and Eric Underwood, Economic Development Manager. City staff provided comments and scored the application for the Commission's review:

Staff Member	Comments	Score out of a possible 100 pts	Percentage (70% or greater required)
Scott Linfesty	Building permits will be required.	76	76%
Christina Robertson-Gardiner	Requires site plan & design review. Concerns of color scheme and awning details & design.	78	72%
Erik Wahrgren		72	72%
Eric Underwood	Building permits will be required. More project & site plans have been requested.	78	78%

IV. URC Review

Grants shall only be awarded to those projects with an average score of 70% or better. This application has an average score as rated by City staff of 75%.

V. Project Cost

As required by the application process, the owner has provided proof of matching funds and has provided four bids for those components of the project over \$5,000. The estimated minimum total cost for the project is \$65,288 for eligible expenses. The bids for the project are:

F&F Structures, Inc.	\$ 65,288
Paradigm Construction	\$ 69,086
BnK Construction, Inc.	\$ 93,887
Stone Creek Building	\$102,494

VI. Exhibits

- A. Application (2 pages)
- B. Project Summary and Existing Conditions (2 pages)
- C. Site History (1 page)
- D. Project Team and Proposed Design (1 page)
- E. Project Timeline, Costs and Attachments (2 page)
- F. Building Elevation (1 page)
- G. Letter of Support (2 pages)
- H. Bids (13 pages)
- I. Existing Use Plans (2 pages)
- J. Concept Plans (2 pages)
- K. Property Tax Statement (1 page)

- L. Organizational Papers (2 pages)
- M. Financial match support letter (1 page)
- N. Certificate of Liability Insurance (4 pages)
- O. Tax lot Detail Report (1 page)
- P. Supplemental Awning Information (3 pages)



URBAN RENEWAL COMMISSION STOREFRONT IMPROVEMENT PROGRAM APPLICATION FORM

City of Ore.
625 C
P.
Oregon City, Oregon 97045
Phone 503.657.0891
Fax 503.657.7892
www.orcity.org

APPLICANT INFORMATION

APPLICANT NAME: Steven & Sue Blindheim	E-MAIL: blindheim@sterling.net
BUSINESS NAME (if applicable): Oregon City Building LP	
OWNER'S MAILING ADDRESS: 3662 SW Tunnelwood St.	PHONE: 503-577-5706
CITY, STATE, ZIP: Portland, Or 97221	FAX: 503-227-2351
CO-APPLICANT NAME (if applicable):	E-MAIL:
CO-APPLICANT'S MAILING ADDRESS:	PHONE:
CITY, STATE, ZIP:	FAX:

SITE INFORMATION

SITE ADDRESS: 1001-1005 Main Street	BUILDING TAX LOT & MAP NUMBER (if known): #22E31AB02700
CITY, STATE, ZIP: Oregon City, OR 97045	OWNER OCCUPIED OR LEASED?
CURRENT USE OF BUILDING: Retail/Restaurant	
Is the building on the local historic register or within historic overlay district? ☐ YES ☒ NO	
If yes, has the building plan been reviewed and approved by the Historic Review Committee? ☐ YES ☐ NO	

GRANT INFORMATION

BRIEF DESCRIPTION OF PROPOSED PROJECT: Very few people are aware of the original composition of this building as it was originally constructed. We have uncovered the original blueprint drawings of the building and over time we would like to closely replicate the original historical look of this building, adding transom windows and removing the overscale awning and window air conditioner units that obscure the appearance of the building and its current tenants. Sue's grandfather, J.B. Fairclough, was the original constructor of this building as a general store and we will work in phases to return the building more closely to its original turn of the century appearance. The current phase proposed will restore transom windows at the corner, and undertake exterior painting and façade rehabilitation. We would also like to replace the outdated metal-slat awning with an architectural style awning. Concept design rendering has been created by Constructive Form Architecture and Design LLC.

GRANT REQUEST AMOUNT: \$20,000	
SOURCE OF MATCHING FUNDS (i.e., savings account, line of credit, etc.): Owner bank accounts plus \$20,000 matching grant from Metro	
ANTICIPATED START DATE OF CONSTRUCTION: August 15, 2013	ANTICIPATED FINISH DATE OF CONSTRUCTION: October 30, 2013
DESIGN	
APPLICANT'S ARCHITECT: Constructive Form Architecture and Design LLC	E-MAIL: info@constructiveform.com
MAILING ADDRESS: 1337 SE 15 th Avenue	PHONE: 503-894-9638
CITY, STATE, ZIP: Portland, OR 97214	FAX:
ARCHITECT CERTIFICATION NUMBER (applicant's architect fees are eligible for grant if architect is Oregon certified): 0769AF	

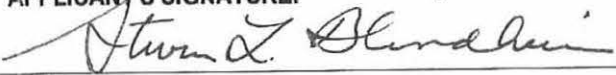
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The applicant understands that a match/grant information sign must be posted 30 days prior to, during, and 30 days after the improvement's construction phase.

CERTIFICATION OF APPLICANT

The applicant certifies that all information in this application and all information furnished in support of this application is given for the purpose of obtaining a 50-50 matching grant and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property to be rehabilitated, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the rehabilitation work on the property. Evidence of this authority is attached.

APPLICANT'S SIGNATURE: 	CO-APPLICANT'S SIGNATURE (if applicable)
DATE: 6/10/13	DATE:

Fairclough Building 1001-1005 Main Street Project Summary

This project will update and refresh a tired and dated façade at a highly visible crossroads in to Oregon City, with a rich, multi-colored paint scheme, new transom windows, tasteful architectural lighting and signage. The proposed project will enhance 66 linear feet of facade fronting Main Street and 70 linear feet along 10th Street in a manner that is compatible the character and charm of the historic downtown core but also embraces the more industrial/warehouse architectural context to the north. Dull beige walls will be replaced by a new palette of warm tones that will break up the massive, sterile facade of the building along 10th street. Renovation of this high visibility building can have a larger strategic impact on the evolution and redevelopment of downtown by tapping into the revitalization energy that has so far been focused on the historic core near the courthouse and extending this transformation northward along Main.

Existing Conditions and Project Need

The existing facade has a number of outdated features that detract from the overall appearance of the building at this very important downtown crossroads and gateway to Oregon City. Viewed from a distance, the drab beige of the building lacks impact and is punctuated only with an oversized and outdated metal awning that shrouds the storefronts in shade and obscures the retail windows. Above the awning, the illuminated box signage of the tenants creates a disharmonious and cluttered appearance that detracts from the building. Facing 10th street, the painted wagon-train mural is now in serious disrepair with the paint color faded and the plywood warping and delaminating. At the pedestrian level, the underside and framework of the metal awning presents a grim face, electrical conduit traces the facade and connects to the illuminated signs above, and the large window air-conditioning units which hover over each storefront doorway are unwelcoming. The project outlined in this proposal will remove a number of the old and tired elements that currently blight the building and provide a fresh, high-impact color, lighting and signage scheme that will spruce up this important gateway location.

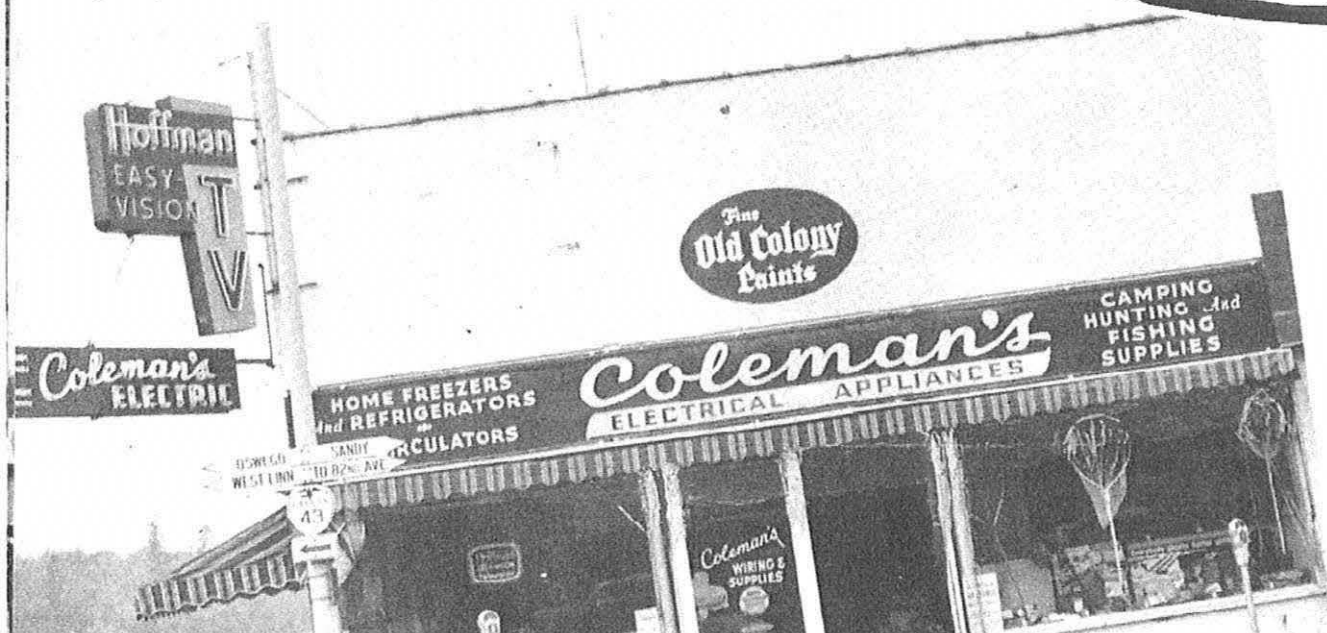




Recent site photos show existing conditions along the building facade, including window a/c units, fluorescent tube lighting, the tired-looking armature of the metal awning, and the weather-damaged mural painted by Roger Cooke in 2001.

Site History and Architectural Precedents

COLEMAN'S ELECTRIC, at 1001 Main Street, is your dependable electrical appliance and service headquarters. "If we haven't got it, we'll get it." Wiring and wiring supplies; domestic and commercial installations; free estimates. Also a complete line of sporting goods. Our phone is 5546. Agency for Hoffman Easy Vision TV.



The original building located directly at the corner of Tenth and Main Streets was constructed in approximately 1901 (current location of “This and That” furniture store), with an additional building constructed in approximately 1932 (currently the secondary entrance of the furniture store at Tenth Street, and the restaurant and trophy store along Main). The photo above, from the era when Coleman’s store was housed in the building was post 1932; probably sometime in the 1950’s.

Very limited information is available regarding the historic exterior storefronts in this location. We have drawings circa the 1932 era building addition and this shows one storefront wall section through the Main Street façade. There are no As Built Drawings that we know of from the original 1901 construction; and as such we have no indication of what the original facades may have looked like. Additionally, the Tenth and Main Street facades appear to have been modified in the 1950's or early 1960's.

Parts of the storefront window configuration at the corner and at the Main Street façade appears to have been in place since the 1932 addition. The storefront windows at the Tenth Street façade at the back of the current furniture store were modified since then, with the storefront system and entry door similar in style to the mid-century storefronts of the current restaurant and trophy store. More recently a roll-up garage door was added along 10th Street as well.

Most likely when the expansion of the building was constructed in 1932, there were transom windows installed above the storefront windows along Main Street and wrapping the corner approximately 10 feet on the Tenth Street facade. The construction drawings point to this, as do patched areas at a couple of visible parts of the interior walls at the furniture store.

Project Team and Proposed Design

The conceptual design for this facade restoration has been developed by Constructive Form Architecture and Design LLC, a Portland-based firm familiar with the challenges of storefront renovation projects in commercial districts throughout the region. The proposed design scheme intends to help this building once again be a “good neighbor” that contributes positively to the sense of place and sets a lively tone while respecting the historic character of the downtown core.

New lighting and signage strategies will help provide a more unified and pulled-together look to the facade and will create a more inviting and engaging pedestrian realm. In the place of the weather-worn covered-wagon mural, a new painted building sign (to be specifically developed and detailed by a graphic design firm) will grace the 10th street facade, calling out the Fairclough Building name. The concept renderings included here generally illustrate how a multi-color paint scheme will be used to enhance the facade; final selection of colors will be made once graphic design for the sign is complete and after color samples have been tested on the building.



In the evening hours, architectural lighting will wash the wall faces, highlighting elements of the facade color scheme. Recessed building entries will also be washed with light and will help create a more welcoming night-time ambience downtown. Small lights will be integrated into the brackets for the blade signs, so as to tastefully illuminate business signs after hours.

New transom windows will be installed along Main Street and will wrap the storefront corner onto 10th, allowing increased daylight into the interior and reducing energy use. The existing operable roll-up windows along 10th Street will remain and additional operable windows will be installed directly over each doorway to allow fresh air into the three tenant spaces in the summer months. New structural awnings along the Main Street facade may be included in this phase of work, or may be added in a later phase, depending on costs once structural considerations and design details are finalized.

Anticipated Project Timeline

Conceptual Program Design: Completed
 Grant Funding and Final Budget Determination: June - July
 Final Design, CD's and Permitting: July- August
 Demolition and site preparation: July - August
 Construction: August - November

Project Cost

Estimated total eligible project costs:	\$65,288 - \$102,494
Amount of URC matching funds requested :	\$20,000
Matching grant from Metro Development Center:	\$20,000
Property owner contribution for eligible costs:	\$25,288 - \$62,494

Four competitive bids were obtained from licensed contractors for this project, and contractors' detailed bids, as well as the concept pricing specifications issued by Constructive Form are attached. The overall scope of work for this building renovation includes several items such as new HVAC, operable skylights, and some tenant signage which are not eligible expenses as part of the storefront improvement program. Therefore, we have prepared the following summary to show approximately what each contractor's adjusted cost estimate would be for only those items considered eligible expenses. The adjusted estimates for eligible project costs are as follows:

F&F Structures, Mark Foley	\$ 65,288
Paradigm Construction	\$ 69,086
BnK Construction	\$ 93,887
Stone Creek Building, Mark Beirwagen	\$ 102,494

We respectfully request that the Urban Renewal Commission award this project the full allowed maximum grant of \$20,000 for the renovation of this expansive and highly visible facade. It should be noted that even at the maximum \$20,000 level, the City's investment will be highly cost effective when considering the amount of funding allocated per linear foot of storefront for this project. Assuming the total project cost falls within the above listed range of \$65,288 - 102,494, the City's investment of \$20,000 would be between 20 - 31% of the total project costs.

Mr. Blindheim will use funds currently available in his accounts to cover his full contribution of funds to this project.

List of Attachments

Please find the following supporting items included with this application:

- Building elevations
- Letter of Support, Metro
- Letter of Support, Main Street Oregon City
- Cost Estimate, F & F Structures
- Cost Estimate, Paradigm Construction
- Cost Estimate, BnK Construction
- Cost Estimate, Stone Creek Building
- Concept Pricing Package
- Property Ownership Documentation
- Financial Documentation, US Bank
- Certificate of Insurance

Project:
**Fairclough-Sarchet
Building**

Storefront Improvement Project

Address:
1001-1005 Main Street
Oregon City, OR 97045

Owner:
Steven & Sue Blindheim
3662 SW Tunnelwood St
Portland, OR 97221

Contact: Steve Blindheim
503.577.5706
blindheim@sterling.net

Architect:
Constructive Form
Architecture and Design LLC
1337 SE 15th Ave
Portland OR 97214

Contact: Kina Voelz
Tel 503.894.9638
kvoelz@constructiveform.com

Consultants:

Project: Fairclough Sarchet
Issued: June 2013
Rev:

Pricing Set

Scale: 1/8" = 1' - 0" @ 18 x 24

A2.3
Concept Elevations

GENERAL NOTES:

1. Contractor to verify all dimensions and conditions in the field.
2. Exterior doors to remain as is. Existing sizes are noted on As Built Drawings.
3. Exterior Storefront Windows to remain as is unless noted otherwise.

PAINTING NOTES:

Square Footages of Facades:

Tenth Street Facade: 2200 SF appr.

Main Street Facade: 1200 SF appr.

"North" Facade: 800 SF appr.

(Note: Color # 3 band to be painted on this facade; Body Color to be Color #1.)

"West" Facade: 1200 SF appr.

Note:

1. Color # 3 band to be painted on this facade; Body Color to be Color #1.

2. Gas meters located in front of Trophy Store to be Color #3.

Exhibit F





Metro | *Making a great place*

June 12, 2013

Urban Renewal Commission
City of Oregon City
P.O. Box 3040
Oregon City, Oregon 97045

Dear Urban Renewal Commissioners:

Metro has been pleased to collaborate closely with the City of Oregon City and Main Street Oregon City in recent years to help support local efforts to bring new life and investment to the city's historic core. Oregon City is blessed with wonderful historic character, and Metro recognizes that renovation of existing structures is an essential component of future economic growth downtown. Last year, Metro and the City jointly committed to the Main Street Revitalization Initiative, and Metro pledged \$120,000 in funds to help facilitate high-impact projects that would spur continued investment and redevelopment.

As part of our commitment to the Main Street Revitalization Initiative, Metro has partnered with Steven and Sue Blindheim to assist in renovating their building on the corner of 10th and Main Street, an important gateway to Oregon City. Situated at a major downtown crossroads and kitty-corner to the city-owned "Land of Opportunity" development parcel, improvements on this site are critical to help transition the revitalization process of the historic downtown core northward along Main Street. Renovating 1001 Main Street with a new façade that restores historic building features such as transom windows will greatly enhance this corner of 10th and Main Street, and will support the continued success of local tenant businesses through a more attractive storefront appearance.

Metro has awarded a \$20,000 grant to Steven Blindheim, which he has agreed to match with an equal or greater investment of his own funds in the building facade. Metro staff has collaborated closely with the Blindheims and Constructive Form Architects on the design of this project and is confident that the proposed improvements will complement the historic architecture of the downtown core while bringing fresh character and flair to the property.

Metro is pleased to partner with Steven and Sue Blindheim on this project, and respectfully requests that the Urban Renewal Commission consider a substantial allocation of storefront improvement dollars to help enhance this important downtown crossroads and spur further revitalization northward along Main Street. We appreciate your very serious consideration of this application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carlotta Collette".

Carlotta Collette
Metro Councilor
District 2

June 7, 2013



City of Oregon City
Urban Renewal Commission
625 Center Street
Oregon City OR 97045

Re: Facade Grant Request 1001 Main Street

2013 Board

President
Paul Culp

Vice President
Tim Tofte

Treasurer
Mike Gavaza

Secretary
Barbara Orton

Board Members
Sue Stein
Carol Pauli
Jared Justice

Executive Director
Lloyd Purdy

Facade Improvement Grant Review Committee;

The facade improvement proposed by Mr. Steven Blindheim for the building at 1001-1005 Main Street breaks new ground for the Oregon City Urban Renewal storefront improvement grant program. This project gives the City an opportunity to be a partner in transformative change *north of 10th Street* in downtown Oregon City.

The north end of downtown Oregon City has development challenges that make it different from the downtown core's "courthouse blocks" and from the challenges south of the Arch Bridge in the "south elevator blocks." Supporting substantial facade improvements at 1001 Main Street takes a step in the right direction by encouraging private investment and development in downtown's underutilized north end, where there is extraordinary potential for future redevelopment.

This building is also located at a very heavily traveled intersection - 10th and Main at the base of Singer Hill - that serves as a gateway not only to downtown, but also to the entire City via 10th Street. In addition, Mr. Blindheim's proposed project will revitalize the facade of a building that will soon house a new restaurant tenant, creating yet one more positive benefit for our community. Please give this application for matching funds your full consideration.

See You Downtown,
Lloyd Purdy
Director, MSOC Inc.

The nonprofit Main Street Oregon City is a volunteer led organization that works with downtown property owners, business owners and downtown stakeholders to make Oregon City a better place to work, live and visit.

CONTRACT

F&F STRUCTURES, INC.
 1300 John Adams Street, #100
 Oregon City, Oregon 97045
 Phone: 503-657-7010 Fax: 503-650-1970

CCB #38613

This Construction Contract is entered into this 13th day of June, 2013, by and between F & F Structures, Inc., hereinafter called "Contractor", and the party or parties signing below, hereinafter called "Owner".

Name: Steven & Sue Blindheim

Address: 3662 SW Tunnelwood St., Portland, OR 97221 blindheim@sterling.net

Work Site 1001-1005 Main Street City Oregon City State OR Zip 97045

Phone _____ Work Site Phone _____ Other Phone _____

Contractor shall furnish all labor and materials to perform the work described in the following specifications, and any Addendum attached hereto:

SPECIFICATIONS:

Labor and materials to perform construction functions to rehab the exterior elevations of the address above as per plans And specifications by Constructive Form Architecture and Design LLC dated June 2013.

*Contract Base Price \$39,488.00

Includes permits, demolition, removal of box signs, remove door AC units, remove existing mural, remove infill panels at doors, remove exterior carpet, new exterior paint and prep, new operable transoms at doors, signage, bases, mural, sandblast entries.

***Alternate Pricing (not included in above)**

*Transom A - \$8,200.

*Transom B - \$8,200.

*Awnings - \$8,000.

*Blade signs - \$1,800.

*Operable skylite - \$4,400.

*Lighting - \$7,800.

*HVAC - \$28,000.

Prices exclude engineering, concealed conditions, changes required by governmental agencies, SDC fees.

Contractor shall furnish all labor and materials to perform only the work described in the above specifications and any addendum hereto, and Owner agrees to pay Contractor as follows:

Contract Price _____ **ALLOWANCES INCLUDED IN PRICE**

Down Payment _____

Progress Payment _____

Progress Payment _____

Balance Due Upon Completion _____

Owner agrees that if Contractor is not paid in full within ten (10) days of substantial completion of Contractor's work, Owner will pay Contractor 1-1/2% per month (18% annual percentage rate) of the unpaid balance as a late charge.

The conditions and promises on the next page are a part of this Contract.

Contractor: F & F Structures, Inc.

By: Mark E. Foley

Owner _____

Title: pres

Owner _____

CONDITIONS

1. Contractor shall complete the work in good, workmanlike manner and shall provide and pay for qualified workers to perform the work under the Contract.
2. Contractor shall pay for and obtain all permits necessary for the work contained in the specifications.
3. Contractor shall correct any defective material or workmanship that appears during the progress of the work or within one year after substantial completion of this Contract. **THE LIABILITY OF CONTRACTOR UNDER THIS SECTION IS LIMITED TO REPLACEMENT OR CORRECTION OF SAID DEFECTIVE MATERIAL AND WORKMANSHIP BY CONTRACTOR AND NO OTHER CLAIMS OR DEMANDS SHALL BE MADE UPON, OR REQUIRED TO BE ALLOWED AGAINST THE CONTRACTOR. ASSEMBLIES AND UNITS PURCHASED BY CONTRACTOR AND INCLUDED IN THIS CONTRACT ARE SOLD AND INSTALLED SUBJECT ONLY TO THE MANUFACTURER'S OR DISTRIBUTOR'S GUARANTEE OR WARRANTY, NOT THE CONTRACTOR'S.**
4. Without invalidating this Contract, Owner may order changes in the work, and the contract price shall be adjusted accordingly. All such orders shall be in writing signed by both parties prior to commencement of the work, and shall contain the amount by which the change in work changes the contract price.
5. Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts and shall maintain liability insurance in an amount of not less than \$300,000 for bodily injuries, including accidental death, and property damage insurance in an amount of not less than \$150,000.
6. Contractor shall remove and dispose of all construction rubbish upon completion of the work and shall leave the premises in broom-clean condition. Contractor shall not be held responsible for expansion cracks in concrete work. All work shall be finished and ready for paint unless painting is specified in this Contract. No landscaping is included in this Contract unless specified herein.
7. Owner warrants that he owns the real property upon which the work is to be performed and that causing such work to be performed will not be a violation of any agreement or obligation Owner may have with third parties.
8. Owner acknowledges the possibility that existing conditions at the work site may violate applicable public codes and regulations, especially plumbing and wiring violations. Owner agrees to pay Contractor for any additional work by Contractor to complete the Contract necessitated by any official inspections directing correction of violations or to bring the work site into conformance with prevailing building codes. Change of electrical service is not included in this job unless specified. In the event an inspector requires a service change to perform the electrical work specified or required by this Contract, it shall be additional work.
9. Contractor shall keep the real property where the work site is located free from all mechanic's and other liens by reason of any materials or labor to be furnished to him by others. Nothing herein shall prevent the Contractor from timely filing a mechanic's lien on his own behalf to secure payment of amounts owed pursuant to this Contract nor prevent the contractor from instituting and prosecuting a legal action to foreclose Contractor's mechanic's lien. Contractor reserves the right to stop work and keep the job idle if payments required by this Contract are not made when due.
10. Owner shall indicate to the Contractor by markers the boundaries or property lines of the real property where the work site is located and shall assume all responsibility for accuracy of markers. Owner shall advise Contractor of any restrictions, easements, or rights of way prior to commencement of any work.
11. The parties hereto agree to cooperate with any lending institution providing funds to either party for the construction contemplated by this Contract, including submitting any information required by the lender and by signing all reasonable and proper documents, instruments, certificates of completion and any other papers generally required by financial institutions.
12. In the event Owner cancels this Contract after the expiration of any rescission period provided by law, he shall pay to Contractor the amount of expenses incurred to that date, if any, plus twenty percent (20%) of the contract price as liquidated damages for breaching the Contract. Provided, however, that if Owner fails to pay such liquidated damages in a timely manner following demand therefor by Contractor and Contractor files suit, Contractor shall be entitled to seek any damages provided by law or in equity.
13. If any controversy or claim arising out of or relating to this Contract shall arise, either party may require that the matter be submitted to arbitration in accordance with the Rules of the American Arbitration Association or any local courts rules for arbitration. Any judgment or award rendered by the Arbitrators may be entered in any court which would have jurisdiction. Should either party hereto bring legal action, seek advice of an attorney to enforce the terms of the Contract or seek arbitration of a dispute under the Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs as adjudged by a trial court, on appeal or by arbitration.
14. This Contract comprises the entire agreement between the parties and there are no representations, guaranties, or warranties other than those expressly stated herein, nor are there any agreements collateral hereto, nor is this Contract dependent upon or subject to any conditions or approvals, precedent or subsequent, not stated herein. No subsequent agreement relating hereto shall be binding upon Owner or Contractor unless it is in writing and signed by the party to be bound. In the event of any conflict between any drawings or plans and the specifications stated in this Contract, the specifications in the Contract shall govern the parties hereto. This Contract has been entered into and shall be construed in accordance with the laws of the State of Oregon. Contractor may assign this Contract but shall not substitute additional parties as to the performance of the work required herein. This Contract shall inure to the benefit of, and be binding upon the heirs, successors and assigns of the parties.

CONSTRUCTION PROPOSAL

June 13, 2013

Between the Customer:

Steve Blindheim
3662 SW Tunnelwood St.
Portland, OR 97221
503-577-5706

And the Contractor:

Chris Mullin
Paradigm Construction, LLC.
10260 SE Greenburg Rd, Ste 400
Portland, OR 97223
CCB #186506
503-452-6922

For the Project: **Fairclough-Sarchet Building**

SCOPE:

General Requirements/Soft Costs

- Management and Supervision requirements as needed.
- Provide temporary fencing around site as needed.
- Provide temporary toilet during construction.
- Provide drop box for construction debris as needed.
- Provide safety and temporary protection as needed.
- This proposal includes an allowance of \$2,000.00 for parking space and sidewalk closures.

Direct Work

- Demolish existing awnings, box signs, window AC units, mural on plywood panels, and glued down carpet.
- Remove carpet glue from concrete at restaurant entry area.
- An allowance of \$2,200.00 for patching of exterior stucco is included in this proposal. The amount of stucco that will need to be patched when the plywood mural is removed could vary from a few screw holes to approximately 400 sf.
- Frame, sheetrock and paint skylight opening above the trophy shop.
- Install roof curb, 4' x 6' operable skylight, and patch back existing roof above trophy shop.
- Provide operable storefront panels where A/C units are removed and provide transom type "A" above existing storefront.
- Paint building exterior as shown on the elevation on Sheet A2.3.
- An allowance of \$9,500.00 for painting of new mural is included in this proposal.
- An allowance of \$2,000.00 for vinyl window signage is included in this proposal.
- Building signage exactly as shown on Sheet A2.3 is included in this proposal.
- Provide three (3) split heat pump systems with roof top condensing units serving two (2) ceiling mounted units at the furniture store and one (1) wall mounted unit at the trophy store. Pricing includes roof patches at refrigeration line penetrations.
- An allowance of \$2,000.00 is included in this proposal for design build ventilation fan at the furniture store skylight curb.
- Provide horizontal lighting, painted sign lighting, storefront and sidewalk lighting, and all necessary branch powering for mechanical systems as outlined in the scope of work.

CLARIFICATIONS:

- No engineering is included in this proposal. Structural engineering will be required installation of any canopies and possibly for installation of mechanical equipment depending on final mechanical design.
- This proposal assumes that the exterior wall where the transom window will be installed either consists of an existing transom window or open light gauge or wood framing. No brick demolition or concrete sawcutting is included in this proposal.
- Hazardous material survey and abatement are excluded from this proposal.
- Insurance requirements are assumed to be statutory limits for Commercial General Contractors. Additional coverage can be provided for an additional cost.
- Bonds are excluded.

- Purchase of the building permit is excluded. Contractor will coordinate all inspections with local authorities. Trade permits are included in this proposal.
- Off- hours work is excluded.

TOTAL BASE BID PRICE:

\$99,648.00

ALTERNATE PRICING:

- For providing installation of transom window type "B".....**ADD \$TBD**
- For providing installation of transom window type "C".....**ADD \$TBD**
- For providing installation of canopy type "A".....**ADD \$9,385.00**
- For providing installation of canopy type "B".....**ADD \$9,385.00**
- For providing installation of canopy type "C"(Includes \$2,000.00 for structural upgrades at existing wall).....**ADD \$7,450.00**
- For providing four (4) new blade sign frames and faces.....**ADD \$TBD**
- Horizontal lighting Option 2 for recessed can lights.....**DEDUCT (\$3,892.00)**
- Painted sign and mural lighting Option 2 for wall mounted lighting.....**DEDUCT (\$822.00)**
- Building storefront and sidewalk lighting Option 1 for awning/canopy lighting.....**\$0.00**

Thank you for the opportunity and please do not hesitate to call me at (503) 209-3976 if you should have any questions.

Sincerely



Fairclough - Sarchet Building

Proposal
June 13, 2013

Description of Allowance	Quantity	Units	Cost/Unit	Total Cost
GENERAL CONDITIONS				
Supervision	50	hrs	\$ 78.12	\$ 3,906
Drop Box	1	LS	\$ 800.00	\$ 800
Rental Fence	1	LS	\$ 600.00	\$ 600
Chemical Toilet	2	mo	\$ 100.00	\$ 200
Sidewalk Closure/Parking Rental (ALLOWANCE)	1	LS	\$ 2,000.00	\$ 2,000
Blueprints & Office Supplies	1	LS	\$ 200.00	\$ 200
Safety & Temporary Protection	1	LS	\$ 250.00	\$ 250
Periodic Cleanup	1	LS	\$ 200.00	\$ 200
General Conditions Subtotal:				\$ 8,156
COST OF WORK				
Demolition	1	LS	\$ 3,000.00	\$ 3,000
Sandblast or Grind Concrete at Entrances	1	LS	\$ 500.00	\$ 500
Frame & Sheetrock Skylight Opening	1	LS	\$ 1,340.00	\$ 1,340
Patch Exterior Walls (Allowance)	1	LS	\$ 2,200.00	\$ 2,200
Operable Skylight	1	LS	\$ 1,500.00	\$ 1,500
Patch Roofing at Skylight & Split Systems	1	LS	\$ 1,200.00	\$ 1,200
Storefront (ALLOWANCE)	1	LS	\$ 4,600.00	\$ 4,600
Field Painting	1	LS	\$ 8,380.00	\$ 8,380
Paint Skylight Opening	1	LS	\$ 160.00	\$ 160
Exterior Painted Signage	1	LS	\$ 2,000.00	\$ 2,000
New Painted Mural (Allowance)	1	LS	\$ 9,500.00	\$ 9,500
Window Signage (Allowance)	1	LS	\$ 2,000.00	\$ 2,000
HVAC	1	LS	\$ 24,856.00	\$ 24,856
Skylight Fan (ALLOWANCE)	1	LS	\$ 1,500.00	\$ 1,500
Horizontal Lighting	1	LS	\$ 7,877.00	\$ 7,877
Painted Sign Lighting	1	LS	\$ 5,441.00	\$ 5,441
Storefront/Sidewalk Lighting	1	LS	\$ 5,478.00	\$ 5,478
Power for Skylight Fan	1	LS	\$ 500.00	\$ 500
Power for Operable Skylight	1	LS	\$ 200.00	\$ 200
Power for Mechanical System	1	LS	\$ 5,400.00	\$ 5,400
Cost of Work Subtotal:				\$ 87,632
PROJECT SUMMARY				
General Conditions			\$	8,156
Cost of Work			\$	87,632
			Project Subtotal:	\$ 95,788
Insurance Cost (1%)			\$	958
Overhead & Profit (3%)			\$	2,902
			TOTAL PROJECT COST:	\$ 99,648

**BnK Construction, Inc.**

45 82nd Drive, Suite 53B

Gladstone, OR 97027

PH: 503-557-0866

FX: 503-557-1085

OR Lic #0107555

WA Lic #BNKCOI055NP

shandy@bnkconstruction.com***BUDGET PROPOSAL***

Friday 14 June 2013

RE: Fairclough Sarchet Building
1001 - 1005 Main Street
Oregon City, OR 97045

We are pleased to submit for your review our **Budget Proposal** for the following work as requested and described below. Please note that these estimates are based solely on the information provided and these estimates are subject to change due to the nature of unseen conditions related to renovation. The estimates may also change with new and updated architectural drawings showing actual information. This quote is based on a site visit by BnK Construction and preliminary drawings by Constructive Form

DESCRIPTION:**Demolition**

Remove existing awnings	\$3,850
Remove existing sign boxes	\$3,850
Patch stucco	\$11,875
Remove existing AC units	\$3,100
Remove mural	\$1,300
Remove infill panels for transoms	In window bid
Remove existing carpet	\$325

Exterior Façade & Streetscape Improvements

New exterior painting	\$2,631
Operable transoms	\$6,125
New transoms above existing storefront windows	\$9,500
New exterior lighting	\$6,250
New exterior painted signage	\$1,875
New window signage	\$3,125
Building mural	\$12,500
Sandblast concrete	\$3,125

Operable skylights

Skylight	\$6,674
Ventilation fan	\$2,469

Exterior Lighting

Horizontal lighting	\$6,250
Painted sign lighting	\$2,600
Building Storefront & Sidewalk Illumination	\$5,700

HVAC

HVAC split systems	\$34,406
Total	\$127,530

Alternates:		
Additional new transom windows	Add	\$9,500
New awnings	Add	\$13,031
New blade signs	Add	\$8,750
Recessed soffit lighting	Add	\$3,725
Alternate sign lighting	Deduct	(\$250)
Alternate awning lighting		No change

The above pricing is subject the following clarifications and qualifications:

1. All construction has been figured for normal business hours.
2. We specifically exclude the following:
 - A. Plan review and permit fees.
 - B. Costs for temporary utilities.
 - C. Water and system development fees.
 - D. Architectural or structural services or fees.
 - E. Fire and life safety review fees.
 - F. Builders "all risk" property insurance.
 - G. Hazardous material diagnosis, abatement, or resulting liabilities.
 - H. Structural engineering services for seismic or structure modifications.
 - I. Any structural modifications based upon above.
 - J. Concealed conditions.
 - K. Telecom and computer wiring.
 - L. Any repair or modifications to existing systems not specified.
 - M. Special inspections if required.
 - N. Exterior Signage or other exterior modifications
 - O. Moving of tenant furniture.
3. We qualify the following:
 - A. This proposal is subject to the successful negotiations between BnK and tenant/owner.
 - B. Owner to provide contractor with all required construction documents.
 - C. Final pricing is dependent on final approved drawings.
 - D. Any unforeseen existing conditions and/or building code violations will be dealt with on a time and materials basis.

We appreciate the opportunity to bid on this project and look forward to working with you.
If you have any questions, please do not hesitate to call.

[Rick Shandy](#)
BnK Construction, Inc.

From: "Mark Beirwagen" <beirwagenm@yahoo.com>

Date: June 12, 2013, 8:12:32 PM PDT

To: <blindheim@sterling.net>

Subject: RE: Constructive Form shared "Fairclough Sarchet Building Concept Pricing Set for Storefront Upgrades" with you

Steve

Attached please find my preliminary cost sheet based on the specifications provided by Constructive Form Architecture and Design LLC

Please note that upon clarification and the opportunity to send out the plans for competitive bidding the final pricing will change. The profit and supervision line would remain the same

Let me know if you have questions

Mark

J. Mark Beirwagen

President

p 503-548-7383

f 503-698-6216

CCB# 167738

www.stonecreekbuilding.net

Steve Blindheim - Fairclough-Sarchet Building Cost Sheet

	<u>cost</u>
Permits/Plans/Engineering	
Fencing/dust control	\$ 350.00
Demolition/Disposal	\$ 2,800.00
Rough Electrical	\$ 4,200.00
Stucco Repair	\$ 3,500.00
Exterior Paint	\$ 16,575.00
Misc Framing	\$ 1,200.00
Transom Installation	\$ 9,800.00
Finish Electrical	\$ 3,800.00
Awning Installation	\$ 16,500.00
Painted Signage	\$ 6,500.00
Lighted Signs	\$ 6,600.00
Window Signage	\$ 1,200.00
Grind ROW Entrance concrete	\$ 1,500.00
HVAC mini Split Installation	\$ 32,000.00
Operable Skylight	\$ 2,300.00
Contingency	\$ 5,000.00
Clean up	\$ 2,200.00
 Total Cost	 \$ 115,675.00
Supervision/Profit	\$ 28,918.75
 Total Project	 \$ 144,593.75



Project Site & Project Description:
CONCEPT PRICING SET OUTLINE SPECIFICATIONS

New Storefront Improvements for the Fairclough-Sarchet Building
Address: 1001-1005 Main Street, Oregon City, 97045.

Project Scope:

• **General Notes:**

- Permitting and planning and zoning review will be required. Design review will likely be required based on the design as currently shown in the drawings.
- All improvements to comply with current building code standards, including but not limited to ADA, structural, seismic, and energy code requirements.
- Existing building was apparently constructed in two phases. The exterior is of hollow clay tile blocks with combination of reinforced concrete frame and/or steel columns & beams at openings. Copies of the 1930's drawings are attached.

Façade and Streetscape Improvements:

• **Demolition:**

- Remove existing awning, patch existing stucco as necessary.
- Remove existing box signs (5 total), patch existing stucco as necessary.
- Remove existing AC units above entry doors (4 total).
- Remove existing mural on plywood panels at Tenth Street, patch existing stucco as necessary.
- Remove existing infill panels above storefronts and entry doors where new transoms are to be re-located. Of note: Main Street façade, based on field verification, appears to have had transoms that have since been covered. In drawings from the 1930's there appears to be a concrete beam above area where infill panels are currently / where transoms were located previously.
- Remove any existing carpet adhered to concrete sidewalk at entry areas.

• **Exterior Façade and Streetscape Improvements:**

- New exterior painting. 3 color scheme, minimum one (1) primer coat and two (2) finish coats. Paint all four sides on building. Approx. 4310 sf in total (Main St.(east) 1200 sf, Tenth St. (south) 2110 sf, Back (west) 1200 sf, Abutting side (north) 800 sf).
- Install new operable transom in existing storefront frame above existing storefront doors. (4 total). Approx. 1'6"x 3'6" each.
- Install new transoms above existing storefront windows. Locations indicated in concept drawings. Transom A: appr. 65 sf; Price as separate line item.
- Install new exterior lighting. See lighting information below.
- New exterior wall painted signage. 5 painted signs, approx. 20 sf each.
- New window signage on storefront glass or painted on existing brick base.
- New building mural at south, approximately 450 sf.
- Sandblast or grind (contractor to specify) concrete at entrances adjacent to ROW at Main Street.

ADD Alternatives:

- Install additional new transoms above existing storefront windows at east. Locations indicated in concept drawings. Transom B: approx. 62 sf; Transom C: approx. 78 sf. Price as separate line items (this work may be phased at a later time).
- Install new awnings. Location and dimensions are indicated in the concept drawings. Specific design to be determined. Price as separate line items (this work may be phased at a later time).

- Install new blade sign frame and face panels. (4 total) For each sign, assume Maximum size 16 square feet per face for a total of 32 square feet for two faces.

Material Specifications and Contacts

Wood Transoms

Double-glazed, site built fixed, wood building transoms. Tempered as required per building code.

Double-glazed, site built operable wood transoms above existing (e) doors. Tempered as required per building code.

Alternate: EAGLE aluminum-clad wood windows (commercial).

EAGLE wood windows supplier:

Jeff Pilger

Western Pacific

Window Specialist

Cell # 503-789-0629

Operable Skylight & Mechanical Ventilation for Existing Skylight

Provide pricing for (1) 4 ft x 6 ft operable skylight to be installed at the Trophy Store Tenant Space.

Provide pricing for design build, ventilation fan unit(s) at existing skylight above Furniture Store A.

Exterior Building Painting:

- Benjamin Moore Aura line (or equal) would give the most longevity, color fastness, it is the most cleanable / "scuffable". All the darker body colors recommended are applicable for exterior applications.
- For graffiti, the highest grade paint will give most ability to wash off later. A recommended product for removing spray paint from graffiti is "Mötsenböcker's Lift Off".
- **Exterior Painting Colors:** All Facades: see Elevations indicating painting scheme, color locations and color types. Note: Facades at gas station side and Clackamas Auto Parts to match body color.

Exterior Sign Painting (on building walls):

Dave Shelton

Whitewater Signs & Graphics

503.804.3613

email: baxterboy57@hotmail.com

www.whitewatersigns.com

Justin Riede

RIEDESIGNS

4336 SE 76th

Portland, OR 97206

503.705.2104

Exterior Lighting:

- Horizontal lighting (wall and door washing) at Entry doors and Storefronts
 - option 1: IO Lighting (Cooper Industries) line 2.0 Asymmetric LED Fixture; 36" length quantity (3); 54" length- quantity (1); 72" length- quantity (1)

Alternate: Recessed or surface mounted light fixtures at soffit above entry doors, assume 2 per entry:
option 2 (recessed): Lightolier Xceed 1050RNDL/1050RS18 (approx. \$60) – shallow, 3.5" deep

- Painted sign lighting & mural lighting

option 1: VORTECH IVT102 B TR (approx. \$100 w/ lamp)

Alternate:

option 2: VISTA 2219 B wall mount – box by others (approx. \$75)
quantity (15)

- Building storefront & sidewalk illumination:

option 1: Lighting integrated into awning. Design build. Type TBD. Allowance \$2000.

Alternate:

option 2: If awning is not installed in Phase 1.

Wall- mounted cylindrical, down light fixture, exterior rated, satin nickel or painted to blend with building façade. Light fixture foot candles to meet City foot candle requirements at curb. Assume 4 fixtures per façade; total quantity (8). Allowance \$2000.

We typically work with **Globe Lighting** for light fixtures. Electrical subcontractors might have their own preference.

Graydon Hutchinson
Globe Lighting, Commercial Dept.
503-972-5232 Direct Line
GHUTCHINSON@GLOBELIGHTING.COM

Globe Lighting Fixture Co.
1919 NW 19th Ave
Portland, OR 97209

Awnings:

Pike Awning Company:

503-624-5600; <http://www.pikeawning.com/>

They can fabricate both awnings and work with a sign company, Security Signs, for the wall mounted signage (i.e. blade signage). Pike and Security could take care of permitting and engineering for both the awnings and signs.

New HVAC Units to replace A/C units above entry doors:

Pending review with building owners and possible energy audit, and design and sizing per mechanical engineer:
Provide (3) split heat pump units (one at each separate tenant space (excluding restaurant): Furniture Store A: footprint = 1309 sf appr., Furniture Store B: footprint = 1066 sf appr., Trophy Store: footprint = 770 sf appr).
Daikin, Mitsubishi, Fujitsu, or approved equivalent mfg. MEP design – build.

Photos of Current Storefront- Aerial View



Main Street View



Tenth Street View



View from Highway 99/ adjacent gas station





A2.0

Existing Plan

Project:
**Fairclough-
 Sarchet
 Building**

Storefront Improvement Project

Address:
 1001-1005 Main Street
 Oregon City, OR 97045

Owner:
Steven & Sue Blindheim
 3662 SW Tunnelwood St
 Portland, OR 97221

Contact: Steve Blindheim
 503.577.5706
 blindheim@sterling.net

Architect:
Constructive Form
 Architecture and Design LLC
 1337 SE 15th Ave
 Portland OR 97214

Contact: Kina Voelz
 Tel 503.894.9638
 kvoelz@constructiveform.com

Consultants:

Project: Fairclough Sarchet
 Issued: June 2013
 Rev:

Pricing Set

Scale: 1/8" = 1' - 0" @ 18 x 24

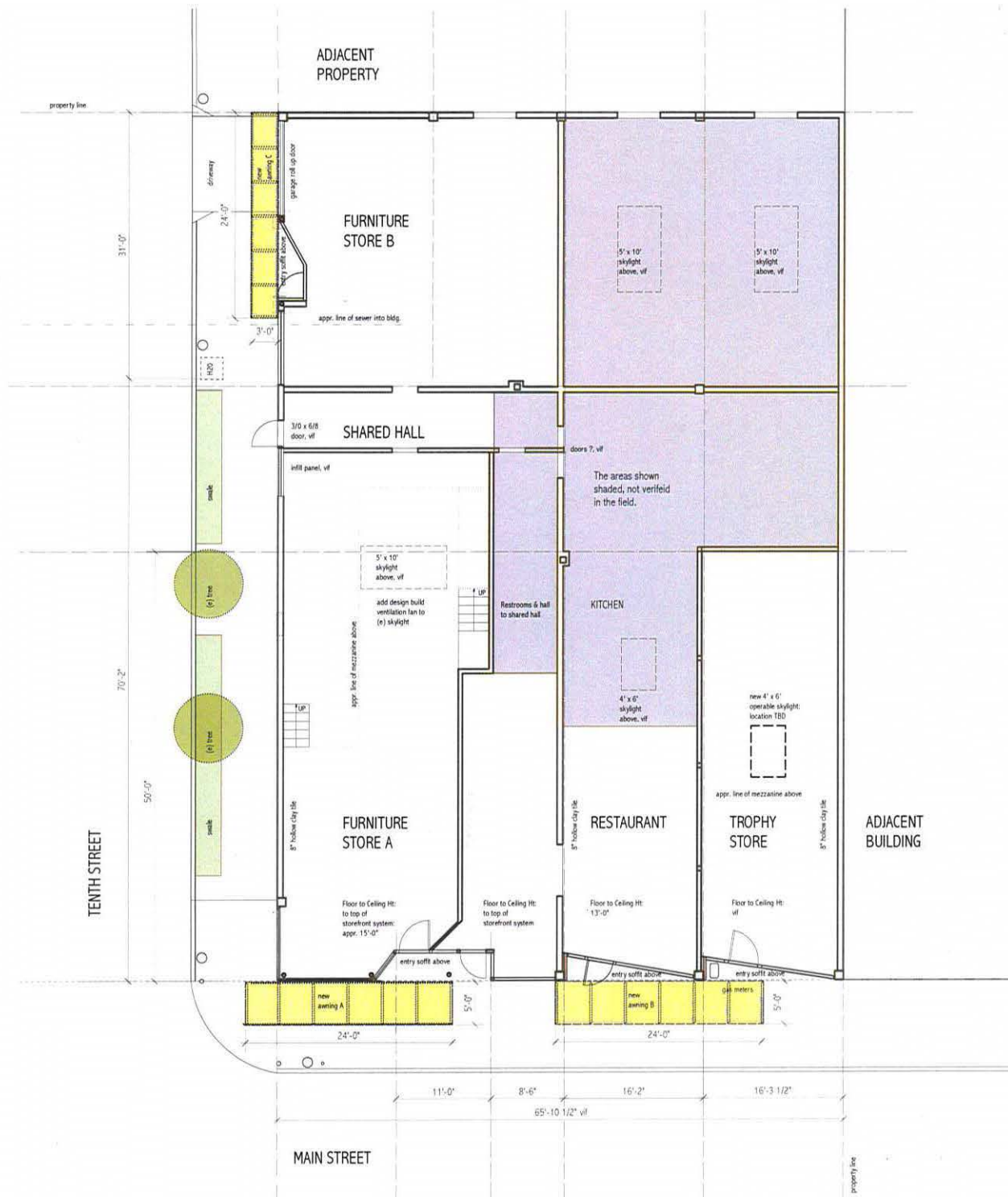
GENERAL NOTES:

1. These Existing, As Built Drawings are to show general field conditions only. There may be inconsistencies due to differing ages of construction and additions.

2. Contractor to verify all dimensions and conditions in the field.



A2.1
 Existing Section,
 Elevations



GENERAL NOTES:

1. Contractor to verify all dimensions and conditions in the field.
2. See outline specifications for exterior lighting, new operable skylight, and ventilation fan information.
3. Provide separate pricing for awnings A, B, & C.

Project: Fairclough- Sarchet Building

Storefront Improvement Project

Address:
1001-1005 Main Street
Oregon City, OR 97045

Owner:
Steven & Sue Blindheim
3662 SW Tunnelwood St
Portland, OR 97221

Contact: Steve Blindheim
503.577.5706
blindheim@sterling.net

Architect:
Constructive Form
Architecture and Design LLC
1337 SE 15th Ave
Portland OR 97214

Contact: Kina Voelz
Tel 503.894.9638
kvoelz@constructiveform.com

Consultants:

Project: Fairclough Sarchet
Issued: June 2013
Rev:

Pricing Set

Scale: 1/8" = 1' - 0" @ 15 x 24



Exhibit J

A2.2 Concept Plan

Project:
Fairclough-Sarchet Building

Storefront Improvement Project

Address:
1001-1005 Main Street
Oregon City, OR 97045

Owner:
Steven & Sue Blindheim
3662 SW Tunnelwood St
Portland, OR 97221
Contact: Steve Blindheim
503.577.5706
blindheim@sterling.net

Architect:
Constructive Form
Architecture and Design LLC
1337 SE 15th Ave
Portland OR 97214

Contact: Kina Voelz
Tel 503.894.9638
kvoelz@constructiveform.com

Consultants:

Project: Fairclough Sarchet
Issued: June 2013
Rev:

Pricing Set

Scale: 1/8" = 1' - 0" @ 18 x 24

A2.3
Concept Elevations

GENERAL NOTES:

1. Contractor to verify all dimensions and conditions in the field.
2. Exterior doors to remain as is. Existing sizes are noted on As Built Drawings.
3. Exterior Storefront Windows to remain as is unless noted otherwise.

PAINTING NOTES:

Square Footages of Facades:

Tenth Street Facade: 2200 SF appr.

Main Street Facade: 1200 SF appr.

"North" Facade: 800 SF appr.

(Note: Color # 3 band to be painted on this facade; Body Color to be Color #1.)

"West" Facade: 1200 SF appr.

Note:

1. Color # 3 band to be painted on this facade; Body Color to be Color #1.

2. Gas meters located in front of Trophy Store to be Color #3.



07/01/2012 to 06/30/2013 REAL PROPERTY TAX STATEMENT

CLACKAMAS COUNTY, OREGON * 150 BEAVERCREEK RD. * OREGON CITY, OREGON 97045

Exhibit K

PROPERTY DESCRIPTION

1005 MAIN ST
OREGON CITY OR 97045
OREGON CITY BUILDING LP
3662 SW TUNNELWOOD ST
PORTLAND OR 97221

MAP: 22E31AB02700

Code Area: 062-057

ACCOUNT NO: 005

2012 - 2013 CURRENT TAX BY DISTRICT:

COM COLL CLACK 83.09
ESD CLACKAMAS 55.19
SCH OREGON CITY 756.70

EDUCATION TOTAL:

894.98
CITY OREGON CITY 634.12
COUNTY CLACKAMAS 366.52
COUNTY EXTENSION & 4-H 7.50
COUNTY LIBRARY 59.54
COUNTY PUBLIC SFTY LOC OPT 39.76
COUNTY SOIL CONS 7.37
FD 1 CLACK CO 350.20
PORT OF PTLD 10.53
SRV 2 METRO 14.40
URBAN RENEWAL COUNTY 39.87
URBAN RENEWAL OREGON CITY 136.86
VECTOR CONTROL 0.99
VECTOR CONTROL LOC OPT 4.01

GENERAL GOVERNMENT TOTAL:

1,671.67
CITY OREGON CITY BOND 18.10
COM COLL CLACK BOND 23.63
FD 1 CLACK CO BOND 9.39
SCH OREGON CITY BOND 221.82
SRV 2 METRO BOND 47.47
EXCLUDED FROM LIMIT TOTAL: 320.41
2012-2013 TAX BEFORE DISCOUNT 2,887.06

VALUES: LAST YEAR THIS YEAR

REAL MARKET VALUES (RMV):

RMV LAND 79,147 79,147
RMV BLDG 115,570 115,570
RMV TOTAL 194,717 194,717

ASSESSED VALUE (AV): 155,635 160,304

PROPERTY TAXES: 2,787.15 2,887.06

You can now pay on-line at
<http://www.clackamas.us/at>

Please Make Payment To: CLACKAMAS COUNTY TAX COLLECTOR
(Refer to back of statement and insert enclosed for more information)

Questions about your property value or taxes?
Please call 503-655-8671

DELINQUENT TAXES:

0.00
TOTAL (after discount): 2,800.45
Delinquent tax amount is included in payment options listed below.

(See back of statement for instructions)

TAX PAYMENT OPTIONS

Payment Options	Date Due	Discount Allowed	Net Amount Due
FULL PAYMENT	Nov 15, 2012	86.61 3% Discount	2,800.45
2/3 PAYMENT	Nov 15, 2012	38.49 2% Discount	1,886.22
1/3 PAYMENT	Nov 15, 2012	No Discount	962.36

↑ TEAR HERE PLEASE RETURN THIS PORTION WITH YOUR PAYMENT See back of Statement for Instructions

TEAR ↑ HERE

2012-2013 Property Tax Payment Clackamas County, Oregon

ACCOUNT NO: 00572044

Discount is lost and interest applies after due date.

FULL PAYMENT (Includes 3% Discount) DUE Nov 15, 2012 2,800.45
2/3 PAYMENT (Includes 2% Discount) DUE Nov 15, 2012 1,886.22
1/3 PAYMENT (No Discount offered) DUE Nov 15, 2012 962.36

☐ Mailing address or taxpayer name change on back

Enter Amount Paid

135743

OREGON CITY BUILDING LP
3662 SW TUNNELWOOD ST
PORTLAND OR 97221

Please make payment to:

CLACKAMAS COUNTY TAX COLLECTOR
PO BOX 6100
PORTLAND, OR 97228-6100

03000005720440000280045000018862200000962360

ORF07005024JKL/MEH

LIMITED PARTNERSHIP AGREEMENT
OF THE
OREGON CITY BUILDING LIMITED PARTNERSHIP

This Limited Partnership Agreement, made and entered into as of the 14 day of December, 2000, by and among the following General Partners:

Blindheim Capital Management, LLC
3662 SW Tunnelwood St.
Portland, OR 97221

and the following Limited Partners:

Borgensgard Limited Partnership
3662 SW Tunnelwood St.
Portland, OR 97221

In consideration of the mutual covenants herein, the Parties hereby form a Limited Partnership upon the following terms and conditions:

ARTICLE I
BASIC STRUCTURE

1.1. Formation. The Parties hereby form a Limited Partnership pursuant to the Limited Partnership Act of the State of Missouri.

1.2. Partnership Name. The business of the Partnership shall be conducted under the name of the Oregon City Building Limited Partnership.

1.3. Business and Purpose. The business and purpose of the Partnership shall be to engage in any lawful act or activity in which a partnership may engage, including, but without limitation, to engage generally in any and all phases of the business of owning, holding, managing, controlling, acquiring, purchasing, disposing of or otherwise dealing in or with any interests or

rights in any real or personal property, directly or through one or more other partnerships or other entities or arrangements.

1.4. Investment Policy. In accordance with the foregoing statement of business and purpose, it shall be the primary purpose of the Partnership to create capital accumulation. To that end, it shall be the investment policy of the Partnership to accumulate all Partnership income and gain for reinvestment by the Partnership; provided, however, that the Partnership may make distributions as provided in 2.10., below.

1.5. Principal Place of Business. The principal place of business of the Partnership shall be at Multnomah County, State of Oregon, or at such other place as the General Partners may from time to time designate.

1.6. Term. The Partnership shall commence on the date first above written and shall continue for 99 years, unless sooner terminated by law or as herein provided.

ARTICLE II

FINANCIAL ARRANGEMENTS

2.1. Initial Capital Contributions. The initial capital contributions of the Partners are shown on the attached Schedule "A". The percentage interests express the share of property shown on said Schedule "A", contributed by and for the partners. The percentage share of capital of each Partner is therefore as follows:

<u>General Partners:</u>	<u>Initial % Share of Capital</u>
Blindheim Capital Management, LLC	1%
<u>Limited Partners:</u>	
Borgensgard Limited Partnership	99%



All of **us** serving you®

321 SW Sixth Avenue
Portland, OR 97204
503.275.5112

Exhibit M

March 8, 2013

Lisa Miles
Development Center
Metro
600 NE Grand Avenue
Portland, OR 97232

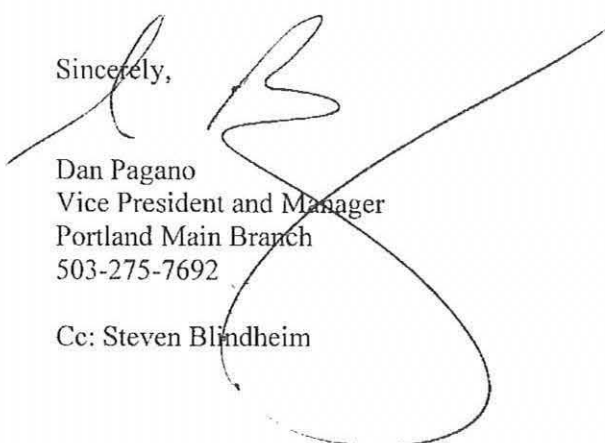
Dear Ms. Miles:

This letter is to certify that Steven Blindheim of Borgensgard LTD Partnership has been banking with us since 1982.

Steven Blindheim has several related accounts with our bank under his control with current cash deposits of \$100,000.00.

Steven Blindheim of Borgensgard LTD Partnership is a valued customer of our bank. Should you have any questions, please feel free to contact the undersigned at 503-275-7692.

Sincerely,


Dan Pagano
Vice President and Manager
Portland Main Branch
503-275-7692

Cc: Steven Blindheim



CERTIFICATE OF LIABILITY INSURANCE

Exhibit N

DATE (MM/DD/YYYY)
6/14/2013

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 OF THE POLICIES LISTED BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

R. THIS
POLICIES

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 Nielsen Insurance Agency 12587 SW 68th Ave Tigard, OR 97223	CONTACT NAME: Jennifer Fischer	FAX (A/C, No): (503) 244-6881	
	PHONE (A/C, No, Ext): (503) 684-6598	E-MAIL ADDRESS: jennifer@niagency.com	
INSURED Borgensgard LP Oregon City Building LP 3662 SW Tunnelwood St Portland, OR 97221	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: Truck Insurance Exchange		
	INSURER B: Greenwich Insurance Company		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

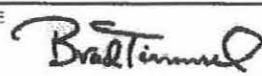
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			60469-45-54	11/04/12	11/04/13	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☐ PROJECT ☒ LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			60469-45-54	11/04/12	11/04/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB	☒ OCCUR		US00041642LI12A	11/04/12	11/04/13	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DED	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is named as additional insured.

Re: 1001 Main St Oregon City, OR 97045

CERTIFICATE HOLDER	CANCELLATION
The City of Oregon City Urban Renewal Commission of Oregon City PO Box 3040 Oregon City, OR 97045	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 

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE*

Name Of Person Or Organization: THE CITY OF OREGON CITY URBAN RNWL COMMISSION OF OC

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph C. **Who Is An Insured** in the Businessowners Liability Coverage Form:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE(MM/DD/YYYY)

6/14/2013

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS Nielsen Insurance Agency 12587 SW 68th Ave Tigard, OR 97223		PHONE (A/C, No, Ext): (503) 684-6598	COMPANY NAME AND ADDRESS Truck Insurance Exchange	NAIC NO:
FAX (A/C, No): (503) 244-6881	E-MAIL ADDRESS: jennifer@niagency.com		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:		POLICY TYPE Business Owners Package	
AGENCY CUSTOMER ID#:			LOAN NUMBER	POLICY NUMBER 60469-45-54
NAMED INSURED AND ADDRESS Borgensgard LP 3662 SW Tunnelwood St Portland, OR 97221			EFFECTIVE DATE 11/04/12	EXPIRATION DATE 11/04/13
ADDITIONAL NAMED INSURED(S) Oregon City Building LP			CONTINUED UNTIL TERMINATED IF CHECKED ☒	
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) ☒ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION 1001 Main St Oregon City, OR 97045
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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	☒ SPECIAL	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$					DED: 25,000
	YES NO N/A				
☒ BUSINESS INCOME ☐ RENTAL VALUE	☒			IF YES, LIMIT:	☒ Actual Loss Sustained; # of months: 18
BLANKET COVERAGE	☒			IF YES, indicate value(s) reported on property identified above: \$	926,400
TERRORISM COVERAGE	☒			Attach Disclosure Notice/DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	☒				
IS DOMESTIC TERRORISM EXCLUDED?	☒				
LIMITED FUNGUS COVERAGE	☒			IF YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	☒				
REPLACEMENT COST	☒				
AGREED VALUE		☒			
COINSURANCE		☒		IF YES, %	
EQUIPMENT BREAKDOWN (If Applicable)	☒			IF YES, LIMIT: 36,161,000	DED: 25,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	☒			IF YES, LIMIT:	DED:
- Demolition Costs	☒			IF YES, LIMIT: 3,476,600	DED: 25,000
- Incr. Cost of Construction	☒			IF YES, LIMIT: 4,272,600	DED: 25,000
EARTH MOVEMENT (If Applicable)		☒		IF YES, LIMIT:	DED:
FLOOD (If Applicable)		☒		IF YES, LIMIT:	DED:
WIND/HAIL (If Subject to Different Provisions)	☒			IF YES, LIMIT: Included	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		☒			

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.

ADDITIONAL INTEREST

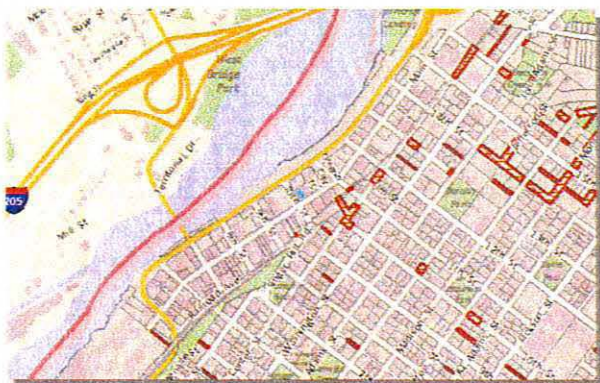
MORTGAGEE	CONTRACT OF SALE	LENDER SERVING AGENT NAME AND ADDRESS
LENDERS LOSS PAYABLE ☒ See Remarks		
NAME AND ADDRESS The City of Oregon City Urban Renewal Commission of Oregon City PO Box 3040 Oregon City, OR 97045		AUTHORIZED REPRESENTATIVE 

Certificate holder is named as additional insured.

Re: 1001 Main St Oregon City, OR 97045

Taxlot Detail Report

Taxlot: 2-2E-31AB-02700



Overview Map

Taxlot Information

APN: 2-2E-31AB-02700

Alt ID: 00572044

Site Address: 1005 MAIN ST
OREGON CITY, OR 97045

Year Built: 0

Taxpayer Information

Taxpayer: OREGON CITY BUILDING LP
Address: 3662 SW TUNNELWOOD ST
PORTLAND, OR 97221-4147

Reference Information

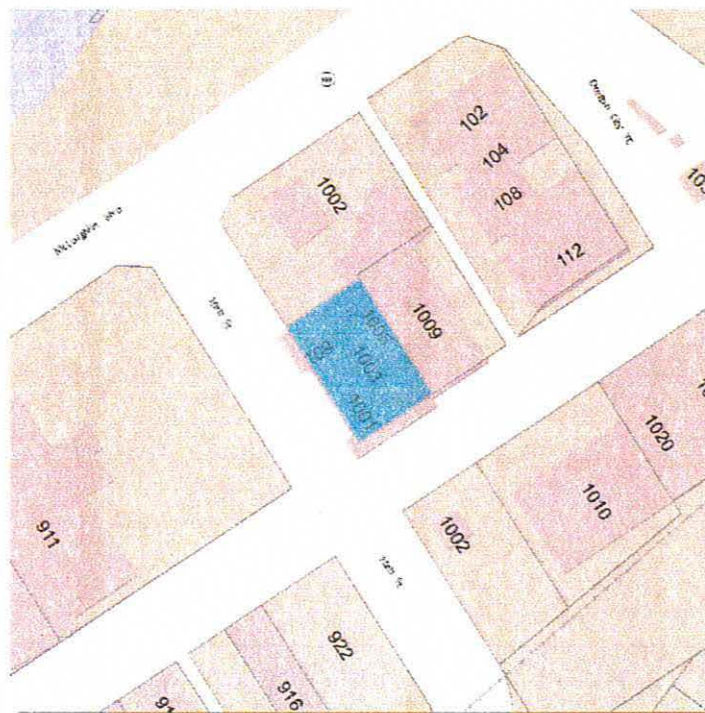
Parcel Area (acres - approx): 0.2
Parcel Area (sq. ft. - approx): 6,534
Twn/Rng/Sec: 02S 02E 31
Tax Map Reference: 22E31AB

Values

Values as of: 12/15/2011
Land Value (Mkt): \$79,147
Building Value (Mkt): \$115,570
Exempt Amount: \$0
Net Value (Mkt): \$194,717

Note: The values above are Market, NOT Assessed values.

Assessed Value: \$160,304



Taxlot highlighted in blue

Planning Designations

Zoning: MUD
- Mixed Use Downtown District

Comprehensive Plan: mud
- Mixed Use - Downtown

Subdivision: OREGON CITY

PUD (if known):

Neighborhood Assn: Two Rivers NA

Urban Renewal District: Downtown Urban Renewal Area

Historic District:

Historic Designated Structure? N

In Willamette Greenway? Y

In Geologic Hazard? N

In Nat. Res. Overlay District (NROD)? N

In 1996 Floodplain? N

The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, surveying or navigation purposes. Notification of any errors is appreciated.

Report generated 6/19/2013 2:07 PM

City of Oregon City
PO Box 3040
625 Center St
Oregon City, OR 97045
(503) 657-0891
www.oregoncity.org



From: Eric Underwood
Sent: Wednesday, July 03, 2013 9:55 AM
To: Michele Beneville
Subject: FW: Additional information related to the Fairclough Building/ Steve & Sue Blindheim Project
Attachments: FAIRCLOUGH BUILDING MURAL IMAGES.pdf; ATT00001.htm

Additional information that we had requested.

From: Kina Voelz [<mailto:kvoelz@constructiveform.com>]
Sent: Wednesday, July 03, 2013 9:53 AM
To: Eric Underwood
Subject: Additional information related to the Fairclough Building/ Steve & Sue Blindheim Project

03 July 2013

Eric Underwood
Economic Development Manager
eunderwood@orccity.org
503.496.1552

Eric,

Thank you for the chance to meet at the Blindheim building last Wednesday.

As requested, attached is additional documentation of the existing mural showing its serious disrepair. We took additional photos demonstrating this/ documenting the entire mural.

Additionally, here is further information about the intersection where the building is located: The building is situated in an area of downtown that is transitional in nature. The approach to improving the exterior of the building seeks to bridge the mid-century/ modern, urban qualities of the northern zone of downtown and the more intact, primary area of downtown closer to the bridge and former paper mill site. The building itself has qualities and improvements from differing eras- early 1900's, mid 1900's and post WW 2-, and the upgrades seek to bring these existing elements together with an integrated design approach.

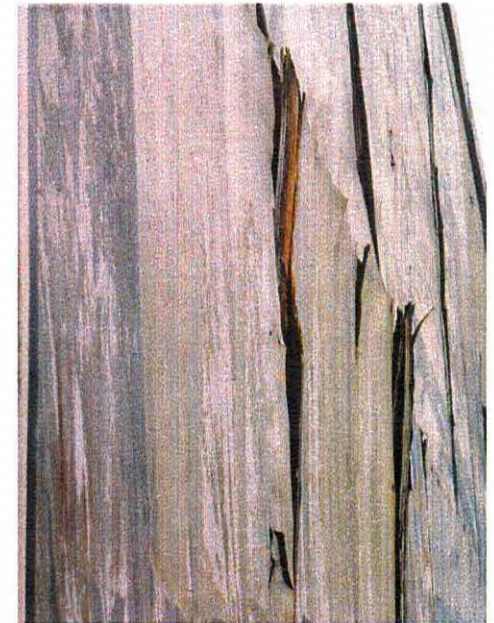
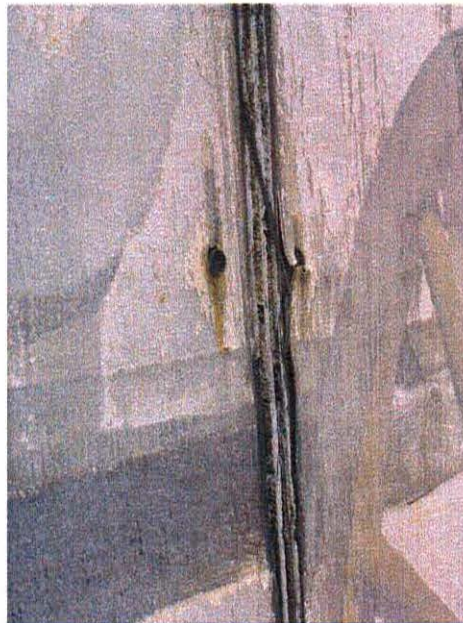
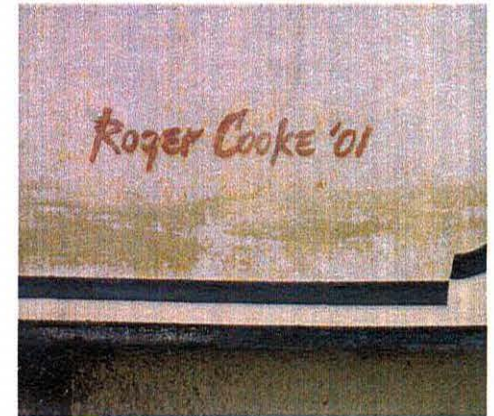
Please contact me if you would like any further information. I am in the office most of the day, except from about 12-3 pm.

Thank you,

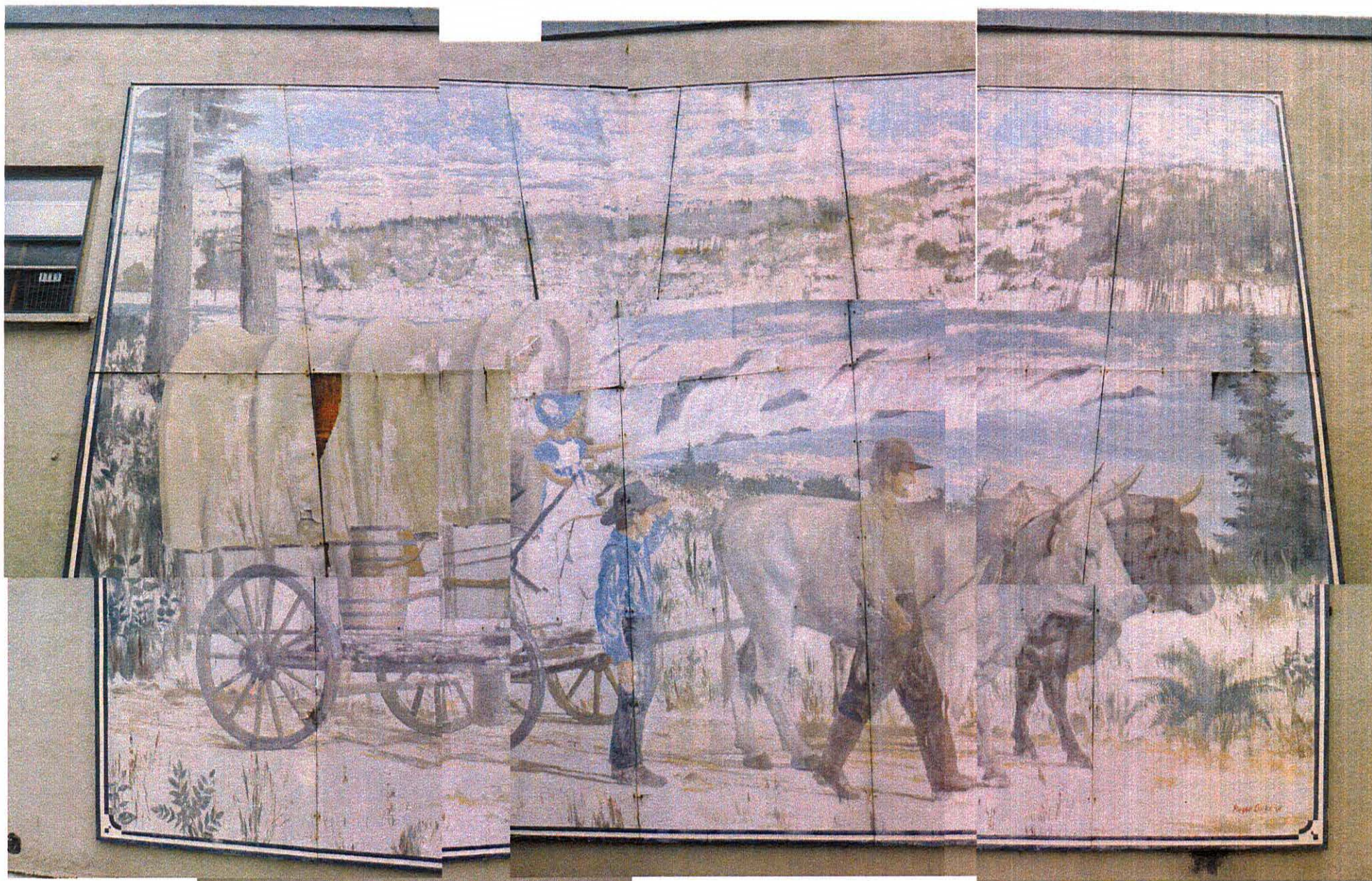
Kina Voelz
Architect, LEED AP
e-mail: kvoelz@constructiveform.com
cell: 971.207.9243

Constructive Form
Architecture and Design LLC
Portland, OR
studio: 503.894.9638
web: www.constructiveform.com
e-mail: info@constructiveform.com

BLINDHEIM- FAIRCLOUGH BUILDING
1001-1005 MAIN STREET



BLINDHEIM- FAIRCLOUGH BUILDING
1001-1005 MAIN STREET





City of Oregon City

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

File Number: 13-458

Agenda Date: 7/17/2013

Status: Agenda Ready

To: Urban Renewal Commission

Agenda #: 4c.

From: Economic Development Manager Eric Underwood

File Type: Grant Request

SUBJECT:

Storefront Improvement Grant for 722 Main Street - 8th Street Facade

RECOMMENDED ACTION (Motion):

City staff recommends a grant award of \$33,600.

Grants shall only be awarded to those projects with an average score of 70% or better and this application received an average score of 84%. This project is for the 8th Street facade (Phase 2) for this building and will make it more pedestrian friendly, as well as make the building tenant ready with the addition of another entrance.

Funds are available for this project in the Storefront Grant program for FY 2013-14. The URC shall decide whether or not to uphold the recommendation of City staff to award Urban Renewal grant funds in the amount of up to \$33,600 (\$40,000 x 40%) to the applicant.

BACKGROUND:

The applicant is applying for a grant in the amount of \$40,000. Maximum grant amounts are \$20,000, or \$40,000 for projects of high value when the applicant demonstrates that the proposed improvements will restore the facade substantially closer to its original condition. All projects require at least a 50% match.

This project is phase 2 for this building and is for 8th Street facade improvements. At the June 16, 2013 the URC approved \$31,376 for the Main Street facade of this building. The applicant has indicated the intent to restore the facade to near-original condition. The project would remove the old awnings; demolish blocked in openings on the street level and install windows; add a new entrance; refurbish the second floor windows; restore moldings and trims to like new condition; re-side the facade similar to the original; add cornice to the roof line to match the original; concrete the base and repaint the facade.

The site is addressed as 722 Main Street and is further identified as Tax Map 2-2E31AB-06000. The site is zoned Mix Use Downtown (MUD) and is located within the Urban Renewal District. The tax lot report shows the taxpayer as Commercial Club LLC, however Mr. Jansen confirmed closing on the building June 27, 2013 and it is now owned by Five J's LLC.

BUDGET IMPACT:

Amount: \$33,600

FY(s): 2013-14

Funding Source: Urban Renewal Storefront Grant Program



City of Oregon City

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

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BUDGET IMPACT:

Amount: \$33,600

FY(s): 2013-14

Funding Source: Urban Renewal Storefront Grant Program



STOREFRONT IMPROVEMENT URBAN RENEWAL GRANT PROGRAM

**APPLICANT/
OWNER (S):**

Alex Jansen/Five J's LLC
418 Beavercreek Road, #104
Oregon City, OR 97045

**GRANT REQUEST
AMOUNT:**

\$40,000

LOCATION:

722 Main Street – 8th Street Façade

REVIEWERS:

Christina Robertson-Gardiner, Planner
Eric Underwood, Economic Development Manager
Scott Linfesty, Building Official
Erik Wahrgren, Public Works Project Engineer

RECOMMENDATION: Approval of \$33,600

I. BACKGROUND:

The applicant is applying for a grant in the amount of \$40,000. Maximum grant amounts are \$20,000 or \$40,000 for projects of high value when the applicant demonstrates that the proposed improvements will restore the façade substantially closer to its original condition. All projects require at least a 50% match.

ii. Compliance with Approval Criteria:

A. Building Design and Context

1. Sense of Place - Strengthen unique qualities
2. Building Orientation - Maximize views, public spaces
3. Outdoor Space - Designed for variety of activities
4. Historic Building Compatibility - Respects original structure
5. Locational Context - Good neighbors, compatible

The applicant proposes to restore the entire building façade back to its near original condition. The Main Street façade project was approved for \$31,376 at the June 19, 2013 URC meeting. This project is a continuation of the Main Street façade and will continue increasing the aesthetics on 8th Street, which hosts a portion of the Antique Fair and the OC Farmers Market throughout the year. Additionally, both buildings directly across both Main and 8th Streets have recently improved storefronts. The removal of the existing awning, the installation of windows to match the original configuration and detailing of the transom windows on the second floor will reveal the historical structure. Historical elements will be added back in both the cornice and columns.

B. Building Design Elements

1. Building Elements - Enhances setting
2. Color - Balances contrast
3. Human Scale - Enhances pedestrian experience
4. Building Materials - Quality, durability
5. Façade Treatment - Appropriate scale definition
6. Accessibility - Integrated ADA access

The 8th Street façade was completely infilled with CMU in a past remodel, which completely eliminated the historical look of the building. With this project, all the CMU would be removed and replaced with ground floor windows that match the original configuration. These windows would bring back the strongest building element, which has been missing over the years. The building will be more pedestrian friendly and provide future tenants an avenue to showcase their business. As with the Main Street façade project details in the cornice will be added back and built up; additional detail will be added on the top columns; the existing awnings will be removed; the brick will be repaired; the second floor windows would be repaired and painting, along with adding back detailing to the center transom windows; and existing wood trim will be repaired and painted. Addressing all these components will give this building a complete façade makeover.

C. Doors and Windows

1. Doors - Open inviting atmosphere
2. Entry doors - Locate on corners, large glass
3. Windows - Inviting, rhythmic patterns

The applicant proposes to install ground floor windows that match the original configuration of the building, along with repairing and repainting the existing second floor windows and adding back historical detailing to the center of the second story transom windows.

D. Roofs

1. Roofline - Interest and detail
2. Rooftop - Integrated with building design

No changes to the roof are proposed.

E. Lighting

1. Façade lighting - Integrated in façade composition
2. Street lights - Compatible with existing standards
3. Landscape lights - Appropriate highlighting, safety
4. Sign Lighting - Integrated with building design

No changes are proposed for exterior lighting.

F. Signs

1. Wall signs - Compatible with building design
2. Blade or hanging signs - Sidewalk, pedestrian visibility
3. Window signs - Pedestrian oriented, non-obstructive

4. Awning signs - Appropriately scaled, lower level
5. Directional signs - Small scale, logical
6. Temporary Signs - Consistent with surrounding area

No new signs have been proposed.

G. Awnings

Protect pedestrians from elements and;
Well proportioned, integrated with building design and surrounding area

No new awnings are proposed to replace the ones being removed.

H. Sustainability

Materials are durable, resource efficient, recyclable, salvaged, and safe for environment, maximize natural light, indoor air quality, and minimize polluted water runoff

The substantial improvements to the building should encourage best use and higher rents. The façade restoration will repair and paint the existing second floor windows along with any existing wood trim. The new ground floor windows and exposed transom will maximize the natural light into that floor. It is assumed that all materials will be recycled to the greatest extent possible.

I. Recipient Match Value

High owner investment

The applicant is showing a high owner investment by not only purchasing this currently vacant building and occupying the second story for company offices, but also making structural improvements to the main floor interior for future tenants. The complete exterior and interior project improvements are estimated at \$883,103, with the 8th Street improvement alone estimated at \$137,612.

J. Previous Recipient

Encourage new recipients; if previous recipient, reference successes of previous project.

For fiscal year 2012-13 this applicant has received \$31,376 from the storefront improvement grant program and \$75,000 in funding for an adaptive reuse/building reuse grant. This funding would be for the 2013-14 fiscal year.

III. Staff Review

Following identified procedures; the Urban Renewal Grant request was routed through Scott Linfesty, Building Official; Erik Wahrgren, Public Works Project Engineer; Christina Robertson-Gardiner, Associate Planner; and Eric Underwood, Economic Development Manager. City staff provided comments and scored the application for the Commission's review.

Staff Member	Comments	Score out of a possible 80 pts	Percentage (70% or greater required)
Scott Linfesty	Building permits will be required.	72	90%
Erik Wahrgren	The grant request is acceptable as submitted.	57	71%
Christina Robertson-Gardiner	This score is predicated on the ground floor windows being wood or aluminum clad wood windows. If this changes, the score should be reduced to reflect this.	68	85%
Eric Underwood	Building permits will be required. Color scheme unclear – the green color proposed might not be the original color.	70	88%

IV. URC Review

Grants shall only be awarded to those projects with an average score of 70% or better. This application has an average score as rated by City staff of 84%.

V. Project Cost

As required by the application process, the owner has provided proof of matching funds and has provided three bids for those components of the project over \$5,000. The estimated total cost for the 8th Street façade is \$137,611. The bids for the total (both Main & 8th Street) project are:

Jansen Construction	\$883,103.00
BnK Construction, Inc	\$1,207,824.00
F&F Structures, Inc.	\$1,094,706.00

VI. Exhibits

- A) Application (2 pages)
- B) Project Proposal Book (41 pages)
 - 1) Narrative (pages 1.1 to 1.3)
 - 2) Scope of work (page 1.4)
 - 3) Team Experience (page 1.5)
 - 4) Construction Schedule (page 1.6)
 - 5) Letter of Support (page 1.7)

- 6) Grant Request (page 2.1)
- 7) Bids (pages 2.2 to 2.8)
- 8) Financial match support document (pages 2.9 to 2.18)
- 9) Organizational Papers (pages 2.19 to 2.32)
- C) Tax Lot Detail Report (1page)



URBAN RENEWAL COMMISSION STOREFRONT IMPROVEMENT PROGRAM APPLICATION FORM

City of Ore
625 C
P.O. BOX 3040
Oregon City, Oregon 97045
Phone 503.657.0891
Fax 503.657.7892
www.orcity.org

APPLICANT INFORMATION

APPLICANT NAME: Alex Jansen	E-MAIL: ajansen@jansenconstructioncompany.com
BUSINESS NAME (if applicable): Five J's, LLC	
OWNER'S MAILING ADDRESS: 418 Beaver Creek Rd. #104	PHONE: (503) 607-1700
CITY, STATE, ZIP: Oregon City, OR. 97045	FAX: (503) 607-1701
CO-APPLICANT NAME (if applicable):	E-MAIL:
CO-APPLICANT'S MAILING ADDRESS:	PHONE:
CITY, STATE, ZIP:	FAX:

SITE INFORMATION

SITE ADDRESS: 722 Main Street	BUILDING TAX LOT & MAP NUMBER (if known):
CITY, STATE, ZIP: Oregon City, OR. 97045	OWNER OCCUPIED OR LEASED? 50/50
CURRENT USE OF BUILDING: Vacant	
Is the building on the local historic register or within historic overlay district? ☐ YES ☒ NO	
If yes, has the building plan been reviewed and approved by the Historic Review Committee? ☐ YES ☒ NO	

GRANT INFORMATION

BRIEF DESCRIPTION OF PROPOSED PROJECT:
 Improve storefront along 8th Street only. Remove old awnings, demolish blocked in openings, Add new entrance in the original location shown in the available photos. Glaze in first floor to open everything up as shown on original building photos. Refurbish second floor windows, moldings and trim to like new condition. Re-side with facade similar to original. Add cornices to roof line and above window line to match original. Repaint facade. Add concrete base.

GRANT REQUEST AMOUNT: \$40,000.00	
SOURCE OF MATCHING FUNDS (i.e., savings account, line of credit, etc.): Owner's cash equity and loan from Wells Fargo bank.	
ANTICIPATED START DATE OF CONSTRUCTION: July 2013	ANTICIPATED FINISH DATE OF CONSTRUCTION: December 2013
DESIGN	
APPLICANT'S ARCHITECT: Lever Architecture	E-MAIL: scott@leverarc.com
MAILING ADDRESS: 720 NW Davis Street	PHONE: (503) 265-1527
CITY, STATE, ZIP: Portland, OR. 97045	FAX:
ARCHITECT CERTIFICATION NUMBER (applicant's architect fees are eligible for grant if architect is Oregon certified):	

The applicant understands that the proposed improvements must be evaluated and approved by the Oregon City Urban Renewal Commission. Certain changes or modifications may be required by the Urban Renewal Commission prior to final approval.

The applicant understands that a match/grant information sign must be posted 30 days prior to, during, and 30 days after the improvement's construction phase.

CERTIFICATION OF APPLICANT

The applicant certifies that all information in this application and all information furnished in support of this application is given for the purpose of obtaining a 50-50 matching grant and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property to be rehabilitated, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the rehabilitation work on the property. Evidence of this authority is attached.

APPLICANT'S SIGNATURE: 	CO-APPLICANT'S SIGNATURE (if applicable)
DATE: June 19, 2013.	DATE:



722 MAIN STREET
STOREFRONT IMPROVEMENT PROGRAM

8TH STREET IMPROVEMENTS
June 4, 2013

Table of Contents

Project Description	1
Introduction	1.1
Original Building	1.2
Existing Conditions	1.3
Proposed Exterior Refurbishment	1.4
Qualifications	1.5
Project Schedule	1.6
Letter of Support	1.7
Financial/Ownership	2
Requested Grant Amount	2.1
Competitive Bids	2.2
Documentation of Project Funding	2.9
Evidence of Authorization to Enter the Grand Agreement	2.19

Introduction

Jansen Construction Company has chosen to move its office to downtown Oregon City, and are in the process of purchasing a building at the corner of 8th and Main Street. After restoration and renovation, the second floor of the two story building will become their new office. The ground floor will be leased to retail or restaurant tenants. The project consists of a complete exterior refurbishment, structural improvements and interior renovation of the second floor. This application for the Storefront Improvement Program is for the exterior improvements on the 8th Street frontage only.

Project Value

Attracting dynamic tenants is key to the future development of Oregon City's historic downtown area. Bringing in high quality companies ensures the area's growth and continuing vitality. The success and reputation of Jansen Construction Company support this endeavor, insuring restaurant and retail activity flourishes in the downtown core.

Having Jansen Construction Company relocate its office to downtown Oregon City will positively impact downtown on many levels. First, the company's renovation of the building greatly increases the aesthetics of the surrounding area. With the vision of the building and the help of our nationally recognized architecture team, the building will become a staple of the downtown core. With the level of investment being poured into the project, the surrounding value of properties should increase.

The company's relocation will also provide an economic boost to the downtown district and surrounding areas. With new retail or restaurant space on the ground floor, the area will benefit from the increased activity these tenants will provide. Jansen Construction Company employs 5-10 full time employees who will work in the second floor office.

Original Building

Commercial Club Building

In September 1913, the *Enterprise* reported that the Mount Hood Brewing Company was building "the finest building in the city" at the corner of 8th and Main Streets and would be leasing the second floor to the Commercial Club. The upper floor plans included reading rooms, a library, parlors, committee rooms and a billiard room. The Commercial Club celebrated the opening of its new quarters in April 1914 with a banquet and entertainment by the Commercial Club Orchestra and the Commercial Club Quartette. In approximately 1919 the Commercial Club, later renamed the Chamber of Commerce, moved from this building. The building has remained in use with retail space on the first floor and offices on the second floor.

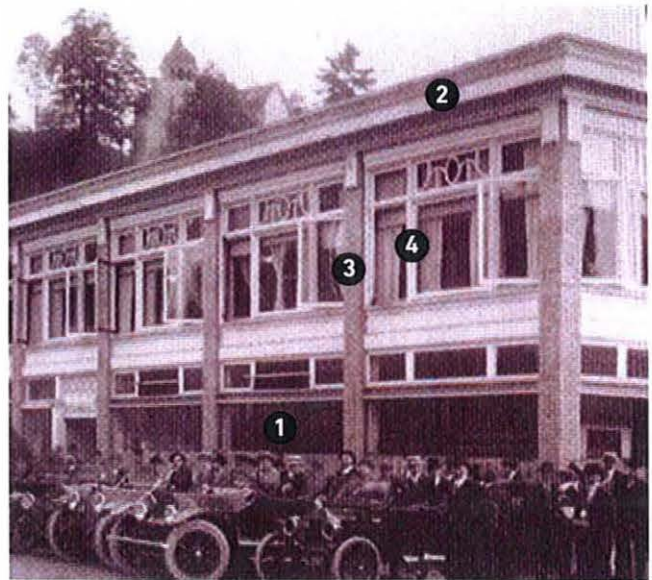
The building was constructed of buff brick with plate glass windows on the first floor for retail spaces. It is characterized by large expanses of windows along the front (north) and side (west) elevations of the second floor. The windows - separated by the structural posts covered with brick veneer, which serve as pilasters - include a central fixed pane flanked by a casement window on each side, topped by a tripartite transom.



Existing Conditions

The current facade has many components that are either in poor shape or are inconsistent with the original building. These items include:

1. Windows have been infilled with CMU.
2. Cornice has been removed and covered with stucco.
3. Brick is in poor condition and requires repair.
4. Existing windows require painting and some repair.



original building

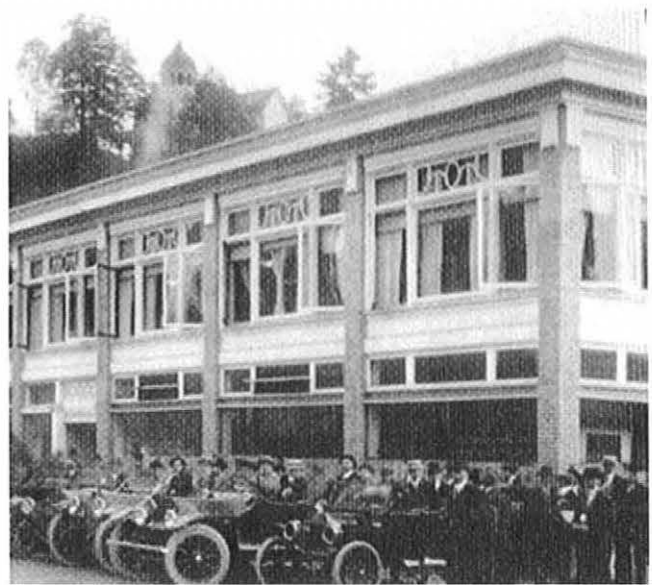


existing 8th Street elevation

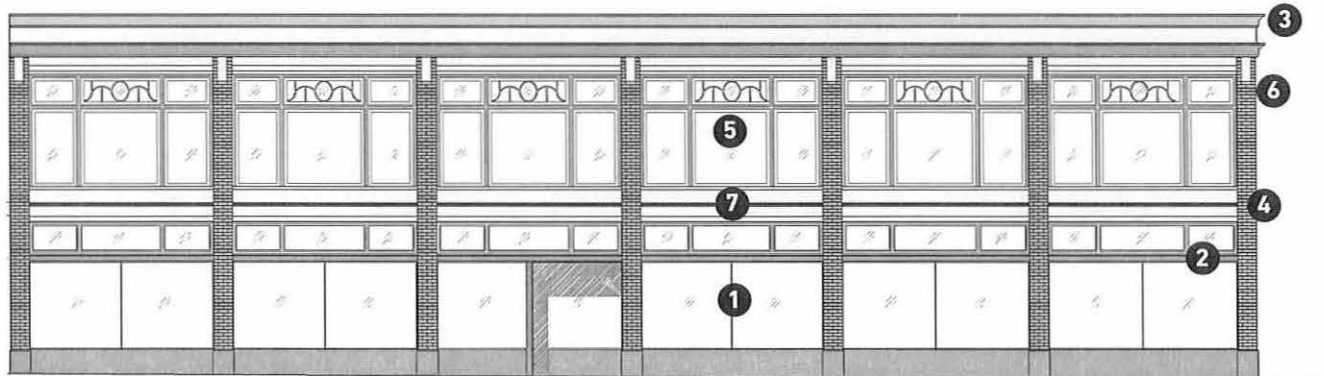
Proposed Exterior Refurbishment

The intent of the exterior improvements is to restore the facade to near-original condition. The improvements include:

1. Install ground floor windows to match the original configuration.
2. Remove Awnings
3. Add back detail and build up the size of the cornice to match the original.
4. Repair existing brick.
5. Repair and paint existing second floor windows. Add back detail to center transom window.
6. Add back detail to the top of column
7. Paint/repair existing wood trim.



original building



proposed 8th Street elevation

Team Experience

Jansen Construction Company

Jansen Construction Company specializes in the construction of hospitality, medical, commercial, and industrial projects. Based in Oregon City with projects throughout the west coast, Jansen Construction Company values keeping projects on budget and on schedule while emphasizing high quality construction.



LEVER Architecture

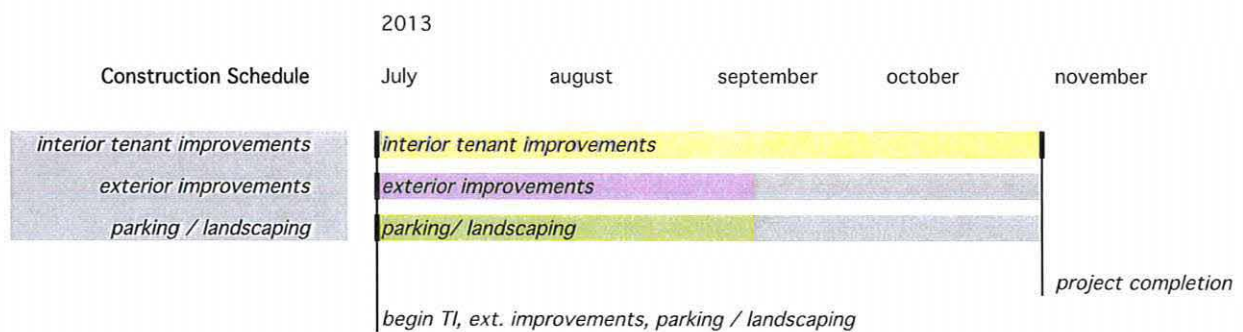
LEVER Architecture is a design firm based in Portland, Oregon. Founded in 2009 by Thomas Robinson, LEVER builds on Thomas' 20 years of work designing significant projects in the United States and abroad.

LEVER is currently working many corporate and institutional projects in Oregon, California, and the New York area. Current projects include several of creative office renovation and interiors projects for a large entertainment company in Los Angeles, gallery renovations at the Princeton University Art Museum, and a 55,000 square foot art-student housing project in downtown Portland.

The *LA Business Journal* recently recognized LEVER with a 2011 award for the Best Tenant Improvement Project in Los Angeles for the Creative Studio Project in Glendale, California. The project also received a 2011 AIA Honor Award and has been held up as a model of creative office space within the client's office portfolio.



Construction Schedule



April 22, 2013



City of Oregon City
Urban Renewal Commission
625 Center Street
Oregon City OR 97045

Grant Review Committee;

2013 Board

President

Paul Culp

Vice President

Tim Tofte

Treasurer

Mike Gavaza

Secretary

Barbara Orton

Board Members

Sue Stein

Carol Pauli

Jared Justice

Executive

Director

Lloyd Purdy

Over the last five years the City of Oregon City Urban Renewal Agency's grant programs have encouraged and supported transformative improvements in the downtown marketplace. As a partner with the private sector, the URC has worked with property owners to improve both the inside and outside of key buildings in Oregon City's 169-year old downtown -- a downtown that had been previously subject to disinvestment and blight.

We are beginning to see sustainable changes in the downtown marketplace. New businesses continue to open and properties that were derelict and underutilized are being put back into productive use. Alex Jansen's plans for 722 Main Street are a stellar example of this approach to restoring value to downtown by ensuring property and our built form is tenable and attractive.

The proposal to improve the 722/724 building (sometimes recognized by its historic name as the "Commercial Club") through internal and external upgrades will build upon the previous four years of public and private reinvestment in one of our key corners at 8th and Main.

The current dilapidated state of this property does a disservice to the progress we've made working together to transform downtown Oregon City. Under the guiding hand of Alex Jansen that will change. Improvements (internally and externally) to this site will restore a key downtown property. Changes to the site will increase the tenability of this building creating space for the introduction of more commercial activity in a part of our downtown that is thriving due to similar investments by other property owners and entrepreneurs who decide to locate here.

Please give his application for matching funds your full consideration.

See You Downtown,

Lloyd Purdy MPA/MLA
Director, MSOC Inc.
Cell: 503.522.1564
downtownpurdy@gmail.com
816 Main Street
Oregon City, OR 97045

The nonprofit Main Street Oregon City is a volunteer led organization that works with downtown property owners, business owners and downtown stakeholders to make Oregon City a better place to work, live and visit.

Amount of Grant Requested**Project Costs**

Estimated total cost of Exterior Improvements:	\$137,611
Amount of grant requested:	\$40,000
Match amount:	\$97,611

JANSEN CONSTRUCTION COMPANY
3-Jun-13

Schedule of Values
722 Main Street Building
Oregon City, OR. 97045



Item		Exterior Façade Breakout - Main Street	Exterior Façade Breakout - 8th Street	Activity Totals	Division Totals	Notes
01	General Conditions				\$67,755.00	Permits not included
	General conditions	\$3,542.00	\$10,008.00	\$67,755.00		
02	Demolition				\$69,475.00	
	Demolition	\$4,862.00	\$13,738.00	\$69,475.00		
02	Earthwork				\$48,941.00	
	Excavation and grading			\$19,012.00		
	Paving and Surfacing			\$3,316.00		
	Curbs			\$2,330.00		
	Pavement Markings			\$1,081.00		
	Piped Utilities			\$11,550.00		
	Bike Rack			\$390.00		
	Landscaping			\$11,262.00		
03	Concrete				\$25,910.00	
	Exterior footings and retaining walls			\$16,530.00		
	Concrete stem walls	\$2,452.00	\$6,928.00	\$9,380.00		
04	Masonry				\$17,441.00	
	Touch up existing masonry	\$1,405.00	\$3,970.00	\$12,675.00		
	Unit masonry	\$168.00	\$476.00	\$4,766.00		
05	Metals				\$28,318.00	
	Structural Metal and Metal fabrications			\$28,318.00		
06	Wood & Plastic				\$33,824.00	
	Rough Carpentry	\$1,255.00	\$3,545.00	\$33,824.00		
07	Thermal & Moisture Protection				\$50,240.00	
	Basement waterproofing			\$292.00		
	Thermal Insulation			\$4,635.00		
	Stucco	\$1,712.00	\$4,838.00	\$6,550.00		
	Roofing / Flashing / Coping metals	\$2,552.00	\$7,211.00	\$38,763.00		
08	Doors and Windows				\$98,167.83	
	Doors / Frames / Hardware	\$6,600.00	\$2,200.00	\$14,240.00		
	Glass and Glazing			\$7,150.00		
	Skylites			\$3,399.00		
	Windows / Glazing	\$19,071.83	\$54,307.00	\$73,378.83		
09	Finishes				\$136,093.00	
	Drywall			\$51,880.00		
	Tile			\$960.00		
	Wood strip flooring			\$28,149.00		
	Resilient sheet flooring			\$580.00		
	Carpet			\$3,924.00		
	Painting / Soda blasting	\$2,732.00	\$7,718.00	\$50,600.00		
10	Specialties				\$2,651.00	
	Bath Accessories			\$865.00		
	Fire Extinguishers and Cabinets			\$1,786.00		
11	Equipment				\$1,700.00	
	Parking gates			\$0.00		
	Residential appliances			\$1,700.00		
12	Furnishings				\$29,206.00	
	Wood casework			\$14,366.00		
	Shades			\$7,040.00		
	File cabinets			\$7,800.00		
15	Mechanical				\$84,404.78	
	HVAC			\$64,950.78		
	Fire Protection			\$9,471.00		
	Plumbing			\$9,983.00		
26	Electrical				\$61,613.00	
	Electrical			\$61,613.00		
Subtotal:		\$46,351.83	\$114,939.00		\$755,739.61	
Contingency:		\$4,729.13	\$13,362.40		\$80,282.00	

Schedule of Values
722 Main Street Building
Oregon City, OR. 97045



Insurances:			
General Liability	\$327.17	\$924.42	\$4,675.03
Auto liability			Included
Builder's Risk	\$241.52	\$682.41	\$3,451.10
Bonding			Not Included
General Contractor OH&P:	\$2,726.37	\$7,703.49	\$38,955.26
TOTAL:	\$54,376.00	\$137,611.74	\$883,103.00



BnK Construction, Inc.

45 82nd Drive, Suite 53B
 Gladstone, OR 97027
 PH: 503-557-0866
 FX: 503-557-1085
 OR Lic #0107555
 WA Lic #BNKCOI055NP

BUDGET PROPOSAL

Tuesday, April 16, 2013

Alex Jansen
 Jansen Construction Company
 418 Beaver Creek Road, #104
 Oregon City, OR 97045

RE: 722 Main Street Building

This proposal is based on the drawings by LEVER ARCHITECTURE dated 3/08/13.

JOB TITLE	
DESCRIPTION:	
Construction documents:	By Owner
Building permit allowance:	By Owner
Bond: Public improvement bond will be required by the property owner.	By Owner
Testing: Special testing per plan.	\$3,990
Temporaries: Security fencing/walls. Street closure fees, parking & other misc.	\$8,800
Final clean up: Exterior, interior, dumpster & dump fees.	\$7,350
Demolition: Remove - interior furring walls, CMU walls in basement, boiler & associated equipment, exterior infills, windows, first floor raised section, exterior stairs & landing, canopies, exterior brick facing from columns, stair & ramp to basement.	\$41,730
Private site work: Demo, saw cut, & asphalt removal. Excavate parking area curbs, construction entrance, storm, trash enclosure, bio swale, retaining wall, CMU footing, paver prep and storage tank (\$2730 allowance). Placement of retaining wall, trash enclosure, CMU footing, fence post concrete, striping & wheel stops.	\$72,372
Public site work: Excavate 480sf of sidewalk, 70' of curb and add 15' of fire line. Add: Curb, curb & gutter, sidewalk saw cutting, flagging & signage, asphalt patch and infill stairs. Relocate fire hydrant.	\$25,261
Gravel & paving: 3" 3/4" minus base w/ 2.5" of Level 2 asphalt, seal matching edges.	\$14,893
Lift gate: (2) Liftmaster BG 770 Barrier Gate Operators w/ Master/Slave wiring (4) pave over loops w/ loop detectors, (1) Door King 1812 telephone entry system w/ pedestal and associated conduit.	\$9,340
Landscaping: (5) zone, auto timer, (1) 1" backflow, (5) 1" valves, 125' 1.5" PVC, 125' 1" PVC, 400' 3/4" PVC, (64) 1806 SAM, valve boxes/misc fittings and steel pedestal sprinkler timer. Plantings - (see plant list). 1.5 units of medium fir barkdust - 3" cover. 2 units of blended topsoil (2"-3" coverage). Paver patio -	\$21,550

(1000) 6"x9" Roman Dominion w/ associated sand and gravel base.	
Masonry: North wall; 3 brick panels 16"Wx20'H fill in top 16' of mortar joints w/ brown mortar to match existing, clean brick. East wall; 3 brick panels 16"Wx20'H fill in top 16' of mortar joints w/ brown mortar to match existing, clean brick. SE corner; misc. repair holes around electrical panel. Interior south & east walls; fill in misc. holes in mortar joints. CMU trash enclosure per plan.	\$18,019
Rough carpentry: Provide & install new floor joist system @ main level, (1) new stair set to basement (2x12 treads, 3/4" ply risers), new 2x12 treads to 2nd floor, pony walls in basement to bear 1st floor joists, new entry floor joists w/ new beam and plywood sheathing.	\$97,368
Steel: New steel beam for 2nd floor w/ (2) steel columns to support. Stainless steel cable fencing w/ posts per plan. Metal guardrail on top of retaining wall per plan. Exterior stairs w/ rail per plan. Steel balcony @ top of ext. stairs w/ pan decking and grating. All steel primed unless noted.	
Finish carpentry: Install (7) domed skylites. Build (2) new mech. screens. Install (4) restroom packs. Install (16) doors, frames & hardware. Install new Cornice on (3) sides of building. Install (15) new window units w/ exterior trim to match existing.	\$39,992
Architectural woodwork: Custom mahogany cornice crown per plan. First floor; paint grade base & column trim (2 columns). Second floor; Reception desk painted die wll, P-LAM transaction top, work surface, & 4-drawer pedestals. Painted cabinets in break room & office 208 w/ P-LAM counters. Paint grade door casing. Reclaimed wood wall panels, soffit trim & counters.	\$59,910
Insulation; 12' columns w/ 1" rigid insulation @ sides & 2.5" rigid on face, interior side only. R-19 sound insulation @ interior 2x6 walls. R-11 @ 2x4 interior walls. Exterior walls w/ R-21 batt insulation. Restroom ceilings w/ R-11 batt. Overhangs w/ R-30 batt.	\$4,698
Roofing: Tear off existing roof & haul-off. Install 2 layers 3.1 polyisocyanurate insulation. Install 1 layer 1/2" primed dens decking w/ screw & plates. Fully adhere 1 layer .060 mil TPO single ply membrane roofing over this roof area. Install short built-up walls @ low parapet location to properly install roofing membrane. Install new pipe boots & curb flashings. Install new 24 gauge prepainted cap metal and tapered edge. Counterflash HVAC units. Supply new TPO roof scupper. Install new prepainted leaderbox & downspout.	\$29,846
Joint sealant: Caulking of exterior brick to all brick expansion joints.	\$1,200
Doors, frames & hardware: Supply (1) 6/0x8/0 pair of hollow metal doors. Supply (1) 6/0x7/0 pair of hollow metal doors. Supply all interior wood doors, frames, casing and hardware per plan (paint grade wood).	\$38,430
Glazing: Supply Dynamic architectural wood windows per plan. Supply (7) domed skylights per plan. Supply interior tempered sidelights and relights per plan. Supply & install (3) exterior aluminum doors w/ panic hardware.	\$169,718
Stucco: Apply 3-coat stucco system @ new walls below storefronts.	\$2,450
Wall framing & drywall: Install steel stud interior wall framing per plan. Install drywall @ all walls including hardlid @ restrooms & room soffits. Repair drywall @ stairwell. Install drywall @ perimeter walls & above/below windows.	\$51,923
Floor Covering: First floor scope; Provide & install wood flooring throughout.	\$84,485

Retail 100, Hall 101, Stair to 2nd floor. Wood flooring based on using reclaimed maple flooring. Sand, infill & finish using waterbased polyurathane - 3 coats.	
Second floor; Provide & install wood flooring throughout except as noted. Men's & women's rest rooms to have ceramic floor tile. Electrical room to have Forbo Marmoleum linoleum w/ heat welded seams. (4) office & conference room to have Interface cushioned back carpet tile.	
Painting: First floor walls single color. Stair walls single color. Second floor walls single color. Includes ceilings, soffits, wood base & columns. Paint all doors & frames. Paint railing. Clear finish on reclaimed wood panels.	\$40,915
Exterior; Wash existing walls. Paint cornice, coping, brick, sills, soffit, new steel stair system and existing wood siding.	
Toilet accessories: Supply & install (4) paper towel dispensers, (4) soap dispensers (6) various grab bars, (4) t.p. dispensers, (4) 18"x36" mirrors & (2) sanitary napkin dispensers.	\$761
Bike rack: Provide/install (1) Timberform Cyclops #2174 galvanized steel bike rack	\$325
Fire protection: Provide & install piping & sprinkler heads to basement of 722 Main Street. System will meet all current codes & requirements. Includes fire extinguisher cabinets per code.	\$10,900
Plumbing: Includes (4) ADA water closets, (4) wall hung lavs, (1) 20 gallon water heater, (4) floor drains (1) breakroom sink/faucet and (1) 1-1/2" water service from meter into basement.	\$16,400
Appliances: (1) ADA dishwasher (allowance).	\$625
HVAC: Furnish & install (2) 4-ton gas/electric package units on new curbs. (2) 4-ton split system heat pumps on roof. OSA shaft to basement. (2) Air Handlers w/ electric reheat in basement. (5) exhaust fans to exterior including basement exhaust. Support existing gas line. Ducting & air distribution of second floor per plans including (12) supply diffusers & (9) return grills. Thermostats, drains & commissioning. Mechanical permit & drawings.	\$40,900
Electrical: Lighting; per plan incl. (16) switches & (8) 3-way switches. Relocate panel for first floor. Add (31) duplex receptacles, (7) GFCI receptacles, (2) dedicated duplex receptacles (copiers). Connect to (1) dishwasher, (1) water heater, (2) AHU w.10kw heat, (2) 4-ton HVAC RTU, (2) 4-ton split units & (5) EF connections. (12) rings & strings (low voltage by others). (8) egress fixtures.	\$55,934
Fire alarm: Modification of existing fire alarm system as necessary to accommodate the tenant improvement per code requirements.	\$8,500
Contingency:	\$48,929
General conditions:	\$68,501
Profit & overhead:	\$111,809
Total:	\$1,207,824

Alternates:	
1. Abatement.	By Owner
2. North half of first floor & second floor subfloor repair/replace.	TBD



F & F Structures, Inc.
1300 John Adams Street, Suite 100
Oregon City, Oregon 97045
Office: 503-657-7010
Fax: 503-650-1970

April 4, 2013

Mr. Alex Jansen
Janeen Construction Co.
418 Beavercreek Road, #104
Oregon City, Oregon 97045

Re: Proposal 722 Main Street

Mr. Jansen:

Thank you for the opportunity to furnish for your consideration the following proposal to refurbish the 722 Main Street building in Oregon City, Oregon.

The contract total is based on plans and specifications furnished to us by Lever Architects dated 3/8/13 which includes information from Sisul Engineering and supplemental specifications for landscape improvements.

We have included for your review an AIA-based breakdown by Division categories as well as a list of allowances and exclusions. We trust that this information will become the basis for a formal contract mutually acceptable to both parties.

If we can be of further assistance, please do not hesitate to call on us.

Sincerely,

A handwritten signature in cursive script that reads 'Mark E. Foley'.

Mark E. Foley
President
MEF:jsl

722 Main Street
Division Cost Breakdown

Division 1 – General Requirements	\$ 167,311.
Division 2 – Sitework	116,388.
Division 3 – Concrete	75,802.
Division 4 – Masonary	24,910.
Division 5 – Metals	62,646.
Division 6 – Wood & Plastic	132,341.
Division 7 – Thermal & Moisture	50,562.
Division 8 – Doors & Windows	155,502.
Division 9 – Finishes	117,975.
Division 10 – Specialties	3,816.
Division 11 – Equipment	19,610.
Division 15 – Mechanical	60,783.
Division 16 – Electrical	<u>107,060.</u>
 Project Total	 \$1,094,706.

Allowances:

Tuckpointing	\$8,100.
Toilet Accessories	\$1,800.
Appliances	\$2,100.
Draperies	\$10,250.
File Cabinets	\$6,000.

Options:

Add first floor/floor insulation	+\$2,200.
New maple flooring	+\$3,200.

Exclusions:

- Additional governmental requirements
- SDC Fees
- Improvements to easement owner's property
- PGE fees
- New electrical service and equipment
- Environmental clean-up



SBA Lending

Wells Fargo SBA Lending
877 W. Main St. 3rd Floor
Boise, ID 83702

March 25, 2013
Revised 6/03/13

Five J's, LLC
Alexander & Gina Jansen
418 Beaver Creek Rd. Suite 104
Oregon City, OR 97045

Dear Mr. & Mrs. Jansen,

This letter is to confirm that Wells Fargo Bank, National Association (also referred to as "Wells Fargo SBA Lending" and the "Bank"), subject to all the terms and conditions contained herein, has agreed to make available to Five J's, LLC ("Borrower") the following described credit accommodations (collectively, the "Loans"), so long as there has been no material adverse change in Borrower's financial condition as determined by the Bank.

Eligible Passive Company (EPC): Five J's, LLC
Operating Company (OC): Jansen Construction Company

Loan Amount: \$621,800 Construction Loan converting to a Bank Fixed Rate SBA 504 Real Estate Loan ("Loan #1").

\$621,200 Construction Loan to be taken out by a SBA 504 Loan ("Loan #2").

Purpose: Loan #1 - to assist with the purchase and construction of real estate located at 722 Main St. Oregon City, OR.

Loan #2 - to assist with the construction and to provide bridge financing for real estate located at 722 Main St. Oregon City, OR 97045.

Interest Rate: Loan #1 - During the first 9 months and Loan #2 - variable rate based on the Wells Fargo Bank, N.A. Prime Rate plus a spread of 2.0%. Based on the current Prime Rate and the spread, the current interest rate would be 5.25%. The actual interest rate will be determined at the closing of the Loans.

Loan #1 - Converts to a Fixed rate of 4.50% for 5 years. The initial interest rate will be based on a 3.47% spread in excess of the then current average yield on United States Government Treasury Securities with constant maturity of 5 years, as most recently published prior to the closing date in Federal Reserve Statistical Release H.15 (519) (the "Treasury Index"). Rate is indicative as of 6/03/13 and is subject to change on a daily basis.

Note: The percentage over the Treasury Constant Maturity Index as set forth above for each option is valid for 60 days from the date hereof. If the loan does not close within such 60 day period, Wells Fargo SBA Lending reserves the right to adjust such percentage.

Repayment: Loan #1 - Interest payable monthly for the first 9 months. Principal and interest then shall be amortized over 240 months. If the loan were to close today, the monthly payments would be approximately \$3,955.

Loan #2 - Interest payable monthly with principal due at maturity of Loan #2 to be repaid from the proceeds of the SBA 504 debenture ("SBA 504 Loan").

Maturity Date: Loan #1 - 249 months from the date the Loan documents are signed.

Loan #2 - 9 months from the date the Loan documents are signed.

Note: The maturity date for Loan #2 can be extended up to an additional six months from the original note date. The Bank will consider loan extensions beyond 6 months if deemed necessary, but the Borrower will be responsible for payment of any related fees including, extensions fees, appraisal fees, and title/recording fees.

Prepayment Fees: Loan #1 is subject to a yield maintenance fee on the full amount of the Loan during the fixed rate period. There will be no prepayment fee if Borrower prepays the loan on the 5 year anniversary date. In addition to the yield maintenance fee required hereunder, Borrower shall pay to Bank a prepayment fee equal to five percent (5%) of the note amount prepaid during the first two years of the term of the Loan.

Loan #2 is subject to a Bank prepayment fee equal to two percent (2%) of the note amount if the loan is paid off, in full or in part, by a lender other than the applicable CDC as a part of the SBA 504 loan program.

Loan Fees: Loan #1 - \$0

Loan #2 - \$12,885

**Project Cost Analysis
And Monitoring Fee:**

Based off of preliminary costs provided to bank, the total estimated fees are \$8,500. A project cost analysis deposit fee of \$1,200 must be received with the executed commitment letter.

Other Fees:

Borrower to pay all Bank's out of pocket expenses associated with the Construction Loans, including but not limited to review of environmental and appraisal reports, legal fees, construction monitoring fees, title insurance, escrow charges, recording fees, etc. The Bank will require funds from the borrower before incurring any costs.

Sources and Uses: The **estimated** sources and uses of the funds used for the Project would be as follows:

SOURCES AND USES OF FUNDS:					
	WFSBA	CDC	Borrower	Total Financing	Pkg
Purchase Real Estate	\$ 370,390	\$ -	\$ 329,610	\$	700,000
Tenant Improvements	\$ 251,410	\$ 551,411	\$ -	\$	802,821
Construction Soft Costs	\$ -	\$ -	\$ 46,250	\$	46,250
Construction Contingency	\$ -	\$ 48,404	\$ 31,878	\$	80,282
Construction Monitoring	\$ -	\$ 8,500	\$ -	\$	8,500
*Appraisal	\$ -	\$ -	\$ 4,500	\$	4,500
*Environmental	\$ -	\$ -	\$ 2,000	\$	2,000
Wells Fargo Origination Fee	\$ -	\$ 12,885	\$ -	\$	12,885
	\$ -	\$ -	\$ -	\$	-
Total Real Estate Costs	\$ 621,800	\$ 621,200	\$ 414,238	\$	1,657,238
Percentage	38%	37%	25%		100%

*These figures are **estimates** and final costs could be higher than what is displayed in the table above. If final figures are higher, the additional costs will be borne by the borrower.

Borrower Injection: Prior to first disbursement, Borrower to inject at least the difference between total project costs as determined by Bank, and its agent, and the total amount of the Loans not to be less 25% of the final Bank reviewed as proposed appraised value. Based on the amount of the Loans and the estimated total project costs,

Borrower injection is currently \$414,238 plus all closing costs and fees. The source of the Borrower's injection must be clearly identified and documented. Injections from borrowed funds are subject to additional review and must be fully disclosed to avoid closing delays.

_____ **Initial(s)** Borrower acknowledges interest reserve is **not** being financed as a part of this transaction. Borrower will be responsible for payment of interest reserve.

Collateral:

Loan #1 - 1st Deed of Trust/Mortgage including Fixtures on the property located at 722 Main St. Oregon City, OR.

Loan #2 - 2nd Deed of Trust/Mortgage including Fixtures on the property located at 722 Main St. Oregon City, OR. Said lien will be released upon debenture funding.

Evidence of title and priority will be based upon an ALTA title policy acceptable to the Bank.

Assignment of Rents and Leases from EPC - under that certain lease between Five J's, LLC (Lessor) and Jansen Construction Company and Alcor, LLC (Lessees) of the **entire** real property located at 722 Main St. Oregon City, OR. Lease payments must be no more than is necessary to amortize debt plus pay expenses related to holding the property. That lease is to be subordinate to Bank's deed of trust or mortgage securing the real property. The Lease must be for an initial term at least extending to the maturity date of the Loan.

Subordination of any/all 3rd party tenant(s) leases / subleases on the property located at 722 Main St. Oregon City, OR must be made subordinate to Bank's deed of trust or mortgage securing the real property.

Loan #2 - Collateral assignment of a \$245,000 cash collateral account held at Wells Fargo Bank. Said lien will be released upon debenture funding.

**Continuing
Guarantees:**

Unlimited Guaranty from Alexander B. Jansen
Unlimited Guaranty from Gina M. Jansen
Unlimited Guaranty from Jansen Construction Company
Unlimited Guaranty from Alcor, LLC

Appraisal:

All real estate transactions must have an appraisal completed by a Wells Fargo SBA Lending approved appraiser. The appraisal report must be addressed to Wells Fargo SBA Lending and must be received, reviewed and approved by Wells Fargo SBA Lending prior to closing. The appraiser will be asked to give an "as is" and "as proposed" value of the project real estate collateral described above. The "as is" value will represent the value of the real property in its present condition. The "as proposed" value will represent the value of the real property after the proposed improvements are completed.

Note: This appraisal cannot be over 12 months old. If loan closing is not completed within 12 months from the date of the appraisal an update will be required at borrowers cost.

Appraisal Fee:

\$4,500 - Estimated (This is a non-refundable fee).

**Environmental
Questionnaire:**

An Environmental Questionnaire, completed and signed by the **seller**, is a requirement of approval.

**Environmental
Report Review:**

Review of Phase I Environmental Report, and if deemed necessary by prior use of the real estate collateral a Phase II Environmental Report, on the project real estate collateral described above will be a requirement of loan approval.

Note: This Environmental Report cannot be over 6 months old. If loan closing is not completed within 6 months from the date of the report an update will be required at borrowers cost.

Fee Authorization:

Please initial here _____ if you would like us to deduct the project costs analysis deposit fee from your Wells Fargo checking account #_____. Otherwise, please enclose a check for said fees (\$1,200) made payable to Wells Fargo Bank.

***Borrower has provided a check in the amount of \$4,500 to be used toward the appraisal fee. The Phase I has already been completed.*

**Automated Clearing
House (ACH) Debit:**

Your estimated loan payments of \$3,955 will be transferred monthly from your Wells Fargo Business Banking checking account #_____, unless you provide us with other instructions.

Loan to Value:

Final amount of the Loans not to exceed 90% of the Bank determined value of all collateral.

Occupancy:

At least 51% of the property being financed must be occupied by the Borrower. The SBA requires, that the Eligible Passive Company (EPC) must lease 100% of the property to the Operating Company (OC) but the OC may then sublease up to 49% of the Property, subject to additional SBA term restrictions.

If the Borrower is an Eligible Passive Company (EPC), it must lease 100% of the rentable property to the Operating Company (OC). The OC must occupy 51% of the rentable property but then may sublease up to 49% of the rentable property. The EPC will not use Loan proceeds to improve or renovate any of the rentable property leased to third parties.

Lease Agreement:

Borrower to provide an executed lease for the business facility for at least the term of the loan including any renewals (**249 months**). Copy of signed lease is required at closing. Since the borrower is an Eligible Passive Company (EPC) the SBA requires that the lease payment from the Operating Company (OC) not be higher than the loan payment plus maintenance, insurance and property taxes. Copy of leases between Operating Company and all related and unrelated tenants are required prior to closing. The SBA requires an Assignment of Leases and Rents and that it must be subordinated to the Bank and the SBA.

Flood Insurance:

If the collateral for this loan is or will be located in an area designated by the Director of the Federal Emergency Management Agency as a Special Flood hazard area Zone, a Flood Insurance Policy, in a form and substance satisfactory to the Bank, will be required prior to disbursement of the loan and at Borrower's cost.

**Insurance During
Construction:**

Borrower and contractor to provide General Liability Insurance policies each in a minimum amount of \$2,000,000.

Borrower or Contractor to provide Builder's Risk Coverage for the replacement cost of real property (as completed).

Contractor to provide evidence of Workman's Compensation Insurance.

**Insurance Upon
Completion of
Construction:**

Borrower to provide Bank Hazard Insurance Policy in the amount of the replacement cost of the Collateral listed above with a Mortgagee, Loss Payable, and Lender's Loss Payable Endorsement (438BFU/satisfactory to the Bank) prior to final disbursement of the loan.

**Payment &
Performance Bond:**

Bank must approve contractor based upon the information provided and detailed in the checklist to be provided by your Bank Construction Loan Manager. If the contractor is not satisfactory, Borrower may choose to use another contractor or the Bank may require Borrower to furnish Bank with satisfactory evidence that contractor has obtained a 100% Payment and Performance Bond naming Borrower and Bank as dual obligee. Bonds to be from a surety company licensed to operate and possessing at least a B+ rating from "Best". Bonds to be written on Bank standard forms and to be recorded at County Recorders Office.

Disbursements:

Loan proceeds used for land / building purchase will be disbursed by the Bank directly to the title company for the benefit of the seller.

Prior to disbursement of construction funds, borrower must have spent not less than the amount indicated as Equity Injection in this letter. A construction disbursement control company is to be engaged by Wells Fargo SBA Lending to monitor the construction process. Loan proceeds for construction will be disbursed by Bank to borrower/contractors/vendors, as designated by borrower, based on submitted invoices. A maximum of 1 disbursement per month will be allowed during the construction period. Additional instructions on how to request disbursements will be provided at the time of loan closing.

Retention:

The Bank retains 10% of all disbursement requests for construction loans until the project is complete.

Project Completion:

Completion is evidenced by the following:

- 1) A substantial completion certificate has been issued by the Architect.
- 2) A certification from the appraiser that construction was completed according to plan and specifications.
- 3) Final inspection has been performed by Bank or its agent, which reflects project completion of 100%.
- 4) Permanent Certificate of Occupancy has been issued and a copy has been provided to the Bank.
- 5) Notice of Completion has been recorded within 10 days of project completion and a copy has been provided to the Bank, where applicable.
- 6) A lien free title policy endorsement has been received from the Title Company or expiration of relevant lien periods provided no stop notices, liens, or unpaid claims are on file.

Change Order:

Change orders must be approved by Bank and its agent prior to commencement of their construction.

Financial Reporting:

Quarterly business statements until Bridge loan is paid in full

Annual business statements and tax returns

Annual personal statements and tax returns

**Tax Return
Verification:**

Borrower to sign and date the IRS Form 4506, Request for Copy or Transcript of Tax Form. This form authorizes Bank to verify Borrower's tax returns (IRS 1040 for sole proprietorships, 1120 or 1120s for corporations, or 1065 for partnerships) with those filed with the IRS.

If there is a discrepancy between reported income on copies of tax returns submitted to Bank with the loan application and amount reported to IRS, or if there is no record of a return filed with IRS, Bank may share borrower's financial

information with any government agency. Government agencies which may receive borrower financial information may include, but not be limited to the Small Business Administration (SBA), Internal Revenue Service (IRS), and/or other offices of the Department of Justice. By signing this commitment letter, borrower acknowledges and consents to the above.

Sharing of Financial Information:

Borrower's signature below authorizes Bank to share Borrower's financial information, condition, and performance with other creditors, including the Small Business Administration and its agents. In addition, Borrower is aware that the Bank shares information about the Borrower with Bank affiliates. If the Borrower is an individual the Borrower may opt out of such information sharing with Bank Affiliates and other outside companies in accordance with the procedures set forth in the Wells Fargo Privacy Policy for Business Individuals that will be provided to you with your closing documents. Should you require a copy of this Privacy Policy before your loan closes, please make your request in writing and you will be provided with a brochure that explains the policy and provides directions for opting out of information sharing.

Power of Attorney For UCC filings:

Borrower appoints Bank its true attorney in fact to (i) prepare, execute, file, record, or deliver financing statements, continuation statements, termination statements, statements of assignment, applications for registration, or like papers to perfect, preserve, or release Bank's interests in the Collateral; (ii) cause any Collateral to be transferred to Bank's name or the name of Bank's nominee; and (iii) do all things - and execute all documents in the name of Borrower or otherwise as Bank deems necessary, proper, or convenient in order to preserve, perfect, or enforce its rights in the Collateral.

No Material Adverse Change:

This Commitment is made in reliance on the continuation of the present management, ownership and financial condition and status of the Borrower and guarantor(s) and other facts and circumstances known by the Lender as of the date hereof. Accordingly, should any actual or threatened adverse change, financial or otherwise, affect the Borrower, any guarantor, or any collateral pledged as security, Lender shall have the right to modify the terms of this Commitment, or withdraw its Commitment, in which case it shall have no further obligation to Borrower to make any loan, or otherwise. The determination of adverse change shall be made in the sole and absolute discretion of Lender. Additionally, if Borrower or any guarantor is considered to be in default by Lender or any of Lender's affiliates under any agreement or other obligation now or hereafter in effect, Lender shall be under no obligation to extend any credit to Borrower.

Prior to commencement of any construction or any disbursement, Wells Fargo SBA Lending must have received and/or approved the following items:

1. Receipt of fully executed SBA 504 Authorization, Appraisal clearance letter & Environmental clearance letter from CDC.
2. Clearance of any environmental issues on the real estate pledged as collateral.
3. Signed and completed loan documents acceptable to the Bank and 504 CDC.
4. Determination by Bank that all conditions listed in SBA 504 Authorization can be fulfilled by Borrower.
5. Completion of all items on the **Loan Closing Checklist** to be provided by your Wells Fargo Loan Closing Officer.
6. Automatic debit of monthly loan payments for Loan #1 from a Wells Fargo Bank business checking account in the name of the borrower.
7. Evidence of Business License.

8. Interim Financial Statement, Business Debt Schedule, WIP and A/R & A/P for Jansen Construction Company dated within 90 days of closing. Financial statements in file will expire on 6/30/13.
9. Copy of FYE 2012 Business Tax Return stamped "received" by the IRS which is consistent with previously provided year end interim financial statement. **OR** Copy of canceled check used to pay 2012 federal income tax or copy of refund check (or evidence of deposit via bank statement) from IRS which corresponds to tax return or copy of confirmation of electronic filing (if return filed electronically). AND Letter from CPA or bookkeeper who prepared 2012 tax return stating no changes have been made to tax return between time prepared & time filed with the IRS. Letter must reference taxable income of business entity.
10. If the 2012 business tax returns for Jansen Construction Company and Alex and Gina Jansen are currently on extension, borrower to provide a copy of the extensions signed by the appropriate person(s) and a copy of the cancelled check used to pay the expected tax liability paid to the IRS at the time of the extension. If no taxes were due no further documentation is required.
11. Executed EPC/OC lease for the business facility for a term of 249 months.
12. Executed purchase agreement for real estate acquisition.
13. Copy of third party tenant leases for property located at 722 Main St. Oregon City, OR.
14. Completion of all items on the **Construction Closing Checklist** to be provided by your Wells Fargo Construction Loan Manager.
15. Construction Loan Agreement between Bank and Borrower.
16. Acceptable construction project review.
17. Completion of contractor qualification of Jansen Construction Company.
18. Construction Monitoring Services to be provided by Wells Fargo Bank, N.A. or its representatives
19. Executed Indemnity Agreement. Escrow to handle.
20. Construction funds cannot be used to remodel or convert third party tenant rental space.
21. Borrower to provide an additional \$245,000 cash collateral to bring loan to 90% until the SBA debenture.
22. Bank's commitment to extend credit under this agreement is further subject to execution of a Guaranty in form and substance acceptable to Bank. Acceptability of such guarantors shall be in Bank's sole discretion, and may consider any factor, including but not limited to credit delinquencies, collection accounts, foreclosures, bankruptcies, lawsuits, judgments and liens.
23. Borrower to provide a current 2013 interim financial statement for Alcor, LLC.
24. Concurrent signing of CDC/SBA debenture loan documents.

Borrower shall obtain a SBA 504 Loan in a principal amount which, together with Loan #1 and funds provided by the Borrower, is sufficient to satisfy and discharge collateral for Loan #2, and all expenses, fees and other costs required to effect the purchase and construction of the property.

The SBA 504 Loan funds will be provided by a Certified Development Company though proceeds received from certain debentures issued by a Certified Development Company, the repayment of which debentures are guaranteed by the U.S. Small Business Administration.

The term of the SBA 504 Loan shall be determined by a Certified Development Company. The SBA 504 Loan may be secured by a junior position on the property and improvements which shall be subordinate in priority to the (deed of trust/mortgage) and security interest securing Loan #1.

The funds provided by Bank for this real estate purchase and construction are not available to the borrower at terms and rates equal to those set forth herein without SBA's participation. With standard Bank loan products, Bank would not be able to fund the entire project loan.

This credit accommodation is made available subject to the terms, conditions and provisions of comprehensive loan documents to be executed by Borrower all in form and substance satisfactory to Wells Fargo Bank. These documents must be executed within 2 months from date that this letter is signed and accepted by the Borrower.

Bank reserves the right to terminate this commitment at any time prior to Bank's receipt of acceptance by the Borrower. This commitment is personal to the Borrower and may not be transferred or assigned without prior written consent of the Bank. Your acknowledgment of this letter shall constitute acceptance of the foregoing terms and conditions.

Unless accepted or terminated, this commitment will expire in 7 days.

The bank reserves the right to "pre-close" your loan by signing documents up to three business days prior to funding.

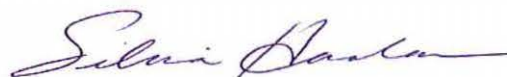
Statutory disclosure to Oregon Residents: Under Oregon law, most agreements, promises and commitments made by a lender after October 3, 1989, concerning loans and other credit extensions which are not for personal, family or household purposes or secured solely by the borrower's residence must be in writing, express consideration and be signed by the lender to be enforceable.

Changes to the borrower or any terms of this commitment must be approved in writing by the Bank and may result in delays in closing and/or funding of your loan.

Sincerely,



Kate Strauch, VP
WFSBA Loan Officer



Silvia Hernandez
WFSBA Construction Loan Officer

Accepted By: Five J's, LLC

Alexander B. Jansen, Member

Gina M. Jansen, Member

Date:

Date:

Guarantor Acknowledgment:

Alexander B. Jansen, Individual

Gina M. Jansen, Individual

Date:

Date:

Jansen Construction Company
Alexander B. Jansen, President

Date:

Jansen Construction Company
Gina M. Jansen, Secretary

Date:

Alcor, LLC
Alexander B. Jansen, Managing Member

Date:

If the terms of this offer are less favorable than your original request and you choose not to accept this offer, this letter will serve to provide notices required by law. To obtain a written statement of the specific reason for the change in terms, please contact Wells Fargo SBA Lending, 877 W MAIN ST, BOISE, ID 83702 within 60 days from the date of this letter. We will send you a written statement of reasons for the change within 30 days of receiving your request for the statement

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter in a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any rights under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this credit is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20006. Wells Fargo SBA Lending is a division of Wells Fargo Bank N.A.

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. Under the Fair Credit Reporting Act, you have a right to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you.

Experian
701 Experian Parkway
P.O. Box 2002
Allen, TX 75013
1-888-EXPERIAN (1-888-397-3742)

You have a right to obtain, within 60 days, a free copy of your credit report from the named reporting agency and from any other credit reporting agency which maintains files on consumers on national basis. You also have the right under California Civil Code Section 1785.16 to dispute the accuracy or completeness of any information in the credit report furnished.

OPERATING AGREEMENT OF FIVE J'S, LLC
An Oregon Limited Liability Company

This OPERATING AGREEMENT ("this Agreement") is made and entered into effective FEB 20, 2013, by and between Five J's, LLC an Oregon limited liability company (the "Company"); and the following "Members": Alex Jansen and Gina Jansen.

SECTION 1. THE LIMITED LIABILITY COMPANY

1.1 Formation. Effective January 3, 2013, the articles of organization were filed with the Oregon Secretary of State. The rights and obligations of the Members are as provided in the Oregon Limited Liability Company Act (the "LLC Act") except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Company will be conducted under the name Five J's, LLC.

1.3 Purpose. The purpose of the Company is to own real property located at 722 Main St, Oregon City, OR and to engage in all activities incidental to that purpose.

1.4 Offices. The Company maintains its principal business office in Oregon at 418 Beavercreek Rd. #104, Oregon City, OR. 97045.

1.5 Registered Agent. Gregory W. Byrne will be the Company's initial registered agent in Oregon, and the registered office will be at 4248 Galewood, Lake Oswego, OR 97035.

1.6 Term. The term of the Company commenced on the effective date indicated above, and will continue until terminated as provided in this Agreement.

1.7 Names and Addresses of Members. The names and addresses of the initial Members are as follows:

Alex Jansen, 418 Beavercreek Rd, #104, Oregon City, OR 97045

Gina Jansen, 418 Beavercreek Rd, #104, Oregon City, OR 97045

1.8 Approval of the Members. Unless otherwise specifically stated, "Approval of the Members" means approval by Members holding 51 % of the issued and outstanding Units.

1.9 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company without amending this Agreement.

1.10 Limitation on Liability of Members. To the maximum extent permitted under the LLC Act, the Members will not have any liability to the Company for any loss suffered by the Company that arises out of any action or inaction of the Member if the Member, in good faith, determined that the course of conduct was in the best interests of the Company.

1.11 Indemnification of Members. Members are entitled to be indemnified by the Company against any losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims sustained against the Company or against the Members in connection with the Company to the maximum extent permitted under the LLC Act. The satisfaction of any indemnification and any saving harmless will be from, and limited to, Company assets, and the Members will not have any personal liability on account of that indemnification.

1.12 Dealing with the Company. The Members may deal with the Company by providing or receiving property and services to or from the Company, and may receive from others or from the Company profits, compensation, commissions, or other income incident to such dealings.

1.13 Loans. The Members may make, but will not be obligated to make, loans to the Company to cover the Company's cash requirements. Such loans will bear interest at a rate determined by Approval of the Members.

SECTION 2. CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contributions. The value, nature, and timing of each Member's initial capital contribution to the Company are as set forth in Appendix A to this Agreement.

2.2 Units of Membership Interest. Except as otherwise provided in this Agreement, the interest of each Member in the capital and profits of the Company will be in the form of units of membership interest ("Units"). The Company is authorized to issue up to 1,000 Units. Initially, Units will be issued to the Members in exchange for the initial capital contributions described in Appendix A to this Agreement. No certificates will be issued to represent Units.

2.3 Initial Allocation of Units. The number of Units credited to each initial Member is as set forth in Appendix A to this Agreement.

2.4 Membership Percentages. Each Member's percentage interest in the Company (the "Membership Percentage") will be equal to the ratio, expressed as a percentage (rounded to the nearest one-hundredth of a percent), of the number of Units owned by the Member divided by the total number of issued and outstanding Units.

2.5 Additional Capital Contributions.

2.5.1 Company. The Members intend that, to the maximum extent possible, Company obligations are to be paid from operating cash flows and from short-term or long-term Company borrowings (including, but not limited to, loans from Members).

2.5.2 Capital Calls; Issuance of New Units. To the extent that cash flow from operations and Company borrowings are not sufficient to meet the obligations of the Company as they become due, the Company Manager, with the Approval of the Members, may make a "Capital Call" to require the Members to contribute additional capital to the Company by purchasing additional Units ("New Units") in the Company pro rata in proportion to each Member's then-existing Membership Percentage. The Company Manager will, in conjunction

with declaring such a Capital Call, establish the purchase price of the New Units at a value that reasonably estimates the then-current fair market value of an issued and outstanding Unit.

2.6 No Interest on Capital Contributions. Members will not be entitled to interest or other compensation for their capital contributions except as expressly provided in this Agreement.

SECTION 3. ALLOCATION OF PROFITS AND LOSSES; PROVISIONS FOR DISTRIBUTIONS

3.1 Allocation of Profits and Losses. The Profits and Losses of the Company for each Allocation Period will be allocated among the Members as described in Appendix B to this Agreement.

3.2 Distributions. No distribution may be made to a Member without Approval of the Members, provided that in the judgment of the Members, (a) the Company would be able to pay its debts as they become due in the ordinary course of business and (b) the fair value of the total assets of the Company would at least equal its total liabilities.

SECTION 4. MANAGEMENT OF COMPANY; POWERS AND DUTIES OF COMPANY MANAGER

4.1 Management of Company. The Company is a manager-managed limited liability company. The management and control of the Company and its business and affairs will be vested in one manager (the "Company Manager"). The initial Company Manager will be Alex Jansen. The Company Manager will have all the rights and powers that may be possessed by a manager in a manager-managed limited liability company pursuant to the LLC Act and the rights and powers that are otherwise conferred by law or are necessary, advisable, or convenient to the discharge of the Company Manager's duties under this Agreement and to

the management of the business and affairs of the Company. The Company Manager shall have exclusive authority over the business and affairs of the Company except as such authority may be specifically reserved to the Members under this Agreement or the LLC Act. Without limiting the generality of the foregoing, the Company Manager will have the following rights and powers (which the Company Manager may exercise at the cost, expense, and risk of the Company):

(a) To expend the funds of the Company in furtherance of the Company's business.

(b) To perform all acts necessary to manage and operate the business of the Company, including engaging such persons as the Company Manager deems advisable to carry out the Company's business.

(c) To execute, deliver, and perform on behalf of and in the name of the Company any and all agreements and documents deemed necessary or desirable by the Company Manager to carry out the business of the Company, except that the following will require Approval of the Members: any contract to option, purchase or lease real property; any construction contract valued in excess of \$500.00; any hotel management contract; and any lease, deed, easement, bill of sale, mortgage, trust deed, security agreement, contract of sale, or other document conveying, leasing, or granting a security interest in an Company asset, or any part thereof, whether held in the Company's name, the name of the Member, or otherwise.

(d) To draw, make, accept, endorse, execute, and issue checks on the Company bank accounts in amounts up to Five Thousand Dollars (\$5000.00). For amounts in excess of \$5000.00 Manager shall secure the Approval of the Members.

(e) With Approval of the Members, to borrow or raise money on behalf of the Company in the Company's name or in the name of a Member for the benefit of the Company and, from time to time, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, and other negotiable or nonnegotiable

instruments and evidences of indebtedness, and to secure the payment of that indebtedness by mortgage, security agreement, pledge, or conveyance or assignment in trust of the whole or any part of the assets of the Company.

4.2 Limitation on Liability of the Company Manager to the Company or the Members. Subject to the restrictions set forth in Section 4.4, a Manager will have no liability to the Company or to any Member for any loss suffered by the Company or any Member that arises out of any action or inaction of the Company Manager as long as the Company Manager's conduct was in good faith and the Company Manager reasonably believed that his or her conduct was in the best interests of the Company.

4.3 Indemnification of the Company Manager. Subject to the restrictions of Section 4.4, the Company will indemnify a Manager against any losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims sustained against the Company or against the Company Manager in connection with the Company, as long as the Company Manager's conduct was in good faith and the Company Manager reasonably believed that his or her conduct was in the best interests of the Company. The satisfaction of any indemnification and any saving harmless will be from, and limited to, Company assets, and the Company Manager will not have any personal liability on account of any such indemnification.

4.4 Restrictions. A Manager will not be relieved of liability pursuant to Section 4.2 and will not be entitled to indemnification pursuant to Section 4.3 for:

- (a) Any breach of the Company Manager's duty of loyalty to the Company or its Members;
- (b) Any acts or omissions not in good faith that involve intentional misconduct or a knowing violation of law; or
- (c) Any unlawful distribution.

4.5 Removal of Company Manager. The Company Manager may be removed or replaced at any time and for any reason or for no reason by Approval of the Members.

SECTION 5. COMPENSATION AND REIMBURSEMENT OF EXPENSES

5.1 Organization Expenses. The Company will pay all expenses incurred in connection with organization of the Company.

5.2 Other Company Expenses. The Company Manager will charge the Company for the Company Manager's actual out-of-pocket expenses incurred in connection with the Company's business.

5.3 Compensation. The Company Manager will be paid such compensation by the Company as is specifically authorized by Approval of the Members.

SECTION 6. BOOKS OF ACCOUNT AND BANKING

6.1 Books of Account. The Company's books and records and the original of this Agreement will be maintained at the principal office of the Company. The Company Manager will maintain books and records of the operations of the Company that are appropriate and adequate for the Company's business and for carrying out this Agreement.

6.2 Banking. All funds of the Company are to be deposited in a separate bank account as determined by the Company Manager. Those funds may be withdrawn from such account or accounts on the signature of the Company Manager.

[Intentionally left blank]

SECTION 7. DISSOLUTION AND WINDING UP OF THE COMPANY

7.1 Dissolution. The Company may be dissolved as provided in the LLC Act.

7.2 Winding Up. On the dissolution of the Company, the Company Manager will make full account of the Company's assets and liabilities; the assets will be liquidated as promptly as is consistent with obtaining their fair value; and the proceeds, to the extent sufficient to pay the Company's obligations with respect to such liquidation, will be applied and distributed in the following order:

(a) To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities, including debts and liabilities owed to any Member; and

(b) To the Members.

SECTION 8. TRANSFER OF MEMBERSHIP INTEREST

Except as expressly set forth in this Agreement, no Member will have the right to sell, assign, transfer, pledge, mortgage, or otherwise dispose or encumber all or any portion of the Units held by the Member and no assignee or other person may become a Member of the Company without the prior Approval of the Members. Any purported Transfer in violation of this Agreement will be null and void.

8.1 Transfer on Death. Upon a Member's death his or her Units may pass to his or her surviving spouse without restriction provided such spouse also is a Member. If there is no surviving spouse who is a Member, the Company shall have the option to purchase his or her Units for the price and terms determined under Section 8.4. Should the Company not exercise such right within 150 days of the Member's death the Member's Units may pass to the Member's estate.

8.2. Voluntary Transfer. No Member may transfer any or all of his or her Units to anyone except another Member. Otherwise, a Member desiring to transfer his or her Units may only transfer all of his or her Units, and then only after granting the remaining Members a right of first refusal as provided in Section 8.3.

8.3. Right of First Refusal. A Member desiring to transfer his or her Units to a person or entity other than another Member must first offer such Units to all of the remaining Members in the following manner:

8.3.1. The transferring Member must provide Notice of Offer to the remaining Members of the name, address and telephone of the intended transferee, along with the price and terms of the transfer. The remaining Members, jointly or independently, will have 30 days to provide a Notice of Acceptance to the transferring Member stating that he, she or they will purchase the transferring Member's Units at the price and on the terms specified in the transferring Member's Notice of Offer. If one or more remaining Members so provide such Notice of Acceptance, the transferring Member is required to transfer his or her Units to such Member or Members.

8.3.2. If no remaining Member provides a timely Notice of Acceptance, the transferring Member shall be free to transfer his or her Units provided such transfer is strictly in accordance with Notice of Offer, is completed within 60 days after the date of the Notice of Offer, and the transferee provides the Company with a written agreement to be bound by the terms of this Agreement.

8.4 Involuntary Transfer: In the event of: (a) any transfer by operation of law or other involuntary transfer of all or a portion of a Member's Units (except to another Member); (b) a transfer or attempted transfer of any Units in violation of this Agreement; (c) any levy of execution, foreclosure, attachment, receivership, or similar process on any Member's Units or any right, title or interest therein, (d) transfer pursuant to or for the benefit of any person or entity as a result of or in connection with any final property settlement or judgment

incident to a divorce, dissolution of marriage or separation; (e) a material breach of this Agreement by a Member; (f) a Member becoming Insolvent; or (g) a Member dying and not leaving his or her Units to another Member, then the Company shall have the exclusive right and irrevocable option to purchase any or all of the Member's Units for the following price and terms:

8.4.1. The purchase price for each Unit to be purchased shall be determined by agreement between the seller and purchaser(s). If the Seller and Purchasers are unable to agree on a value per share within 30 days after occurrence of the Transfer Event, the value per Unit shall be determined by the Seller and Purchasers jointly appointing an appraiser qualified in the valuation of closely held businesses. The appraiser shall determine the fair value of the Company as a going concern. If the Purchaser and Seller are unable to agree on an appraiser, each shall select a qualified appraiser, and the opinion of the two appraisers shall be determinative of fair value of the Company. If the two appraisers are unable to agree on the value of the Company, they shall appoint a third appraiser, and the opinion of third appraiser shall be determinative of the value of the Company. The purchase price for each Unit shall be the value of the Company as so determined, divided by the total number of Units then outstanding.

8.4.2. Terms of Payment Except as otherwise provided in this Agreement, the purchase price for the Units shall be paid by certified or cashier's check at the closing specified in Section 9, as follows: (a) A down payment equal to the 20% of the purchase price shall be paid on the Closing Date and (b) the balance of the purchase price shall be paid and amortized in not more than 120 equal monthly installments of principal and interest. Interest shall accrue at the prime rate published in the *Wall Street Journal* as of the date of the Transfer Event. The installment payments shall commence on the first day of the month next following Closing and shall continue on the first day of each month thereafter until

the purchase price, with interest, is paid in full. All or any part of the unpaid balance of the purchase price may be prepaid without penalty at any time. The deferred portion of the purchase price for any Units purchased under this Agreement shall be represented by a promissory note executed by the Purchasers. Each maker shall agree to pay the maker's pro-rata portion of each installment of principal and interest as it becomes due. The note shall provide that, in case of default, at the election of the holder, the entire sum of principal and interest will immediately be due and payable, and that the maker shall pay reasonable attorney fees to the holder in the event of default. The note shall be secured by a pledge of all the Units being purchased by the transaction to which the note relates. The pledge agreement shall contain such other terms and provisions as may be customary and reasonable. As long as no default occurs in payments on the note, any Purchaser shall be entitled to vote the pledged Units. The Purchaser shall expressly waive demand, notice of default, and notice of sale, and shall consent to public or private sale of the Units in the event of default, and the Seller shall have the right to purchase at the sale.

Section 9. CLOSING

Unless otherwise agreed by the parties to the transaction, any transfer of Units required or permitted by this Agreement shall be closed at the office of the Company at a reasonable time to be fixed by the Unit Holder and the Company.

If requested, the Selling Member shall provide his or her written resignation from positions held in the Company as an officer and director.

SECTION 10. VOLUNTARY WITHDRAWAL

Any Member may voluntarily withdraw as a Member on six months' prior written notice to the Company. On the effectiveness of a withdrawal by a Member (the "Withdrawing Member"), the Company will treat the Withdrawing Member as an assignee of the economic rights and benefits of the Units of the Withdrawing Member, but the Withdrawing Member will cease to have any voting or other rights under this Agreement with respect to those Units. The Company will have no obligation to purchase or redeem the Units of, or otherwise

make any liquidating distribution to, the Withdrawing Member before the dissolution and winding up of the Company.

SECTION 11. GENERAL PROVISIONS

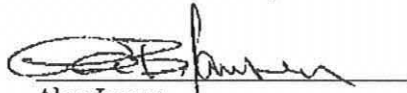
11.1 Amendments. A proposed amendment will be adopted and become effective as an amendment only on the written Approval of the Members.

11.2 Governing Law. This Agreement and the rights of the parties under it will be governed by and interpreted in accordance with the laws of the state of Oregon (without regard to principles of conflicts of law).

11.3 Addresses for Notices. Until changed by a Member by written notice, any notice required or permitted by the Agreement shall be deemed delivered upon personal delivery or upon mailing, certified-return receipt, to the Members at the following addresses:

Alex Jansen, 418 Beavercreek Rd, #104, Oregon City, OR 97045

Gina Jansen, 418 Beavercreek Rd, #104, Oregon City, OR 97045


Alex Jansen


Gina Jansen

APPENDIX A

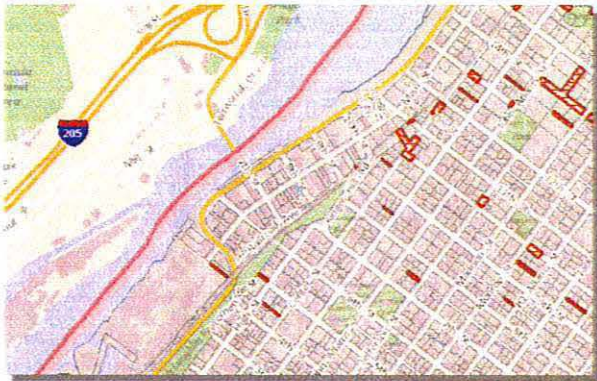
Member	Initial Units	Capital Contribution
Alex Jansen	500	<u>+ 5000.00</u>
Gina Jansen	500	<u>+ 5000.00</u>

APPENDIX B

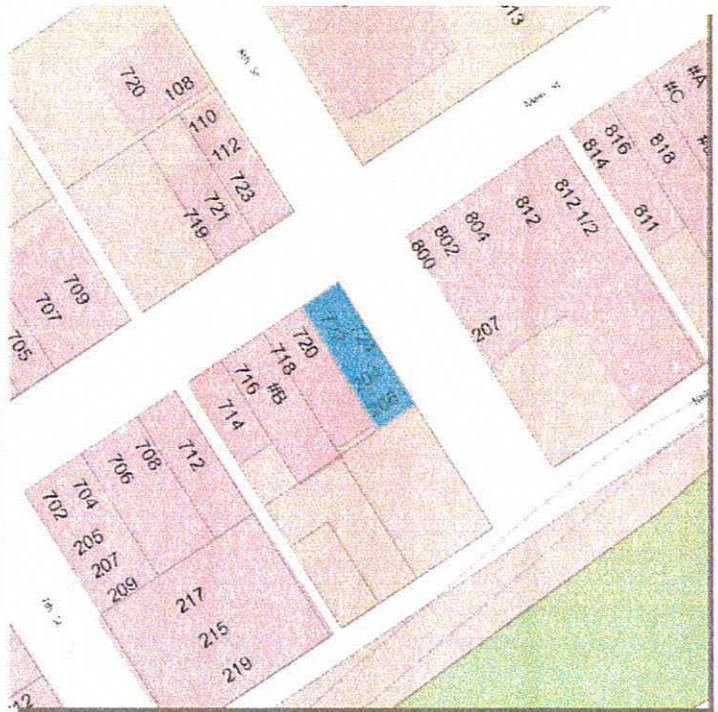
<u>Member</u>	<u>Share of profits and losses</u>
Alex Jansen	50%
Gina Jansen	50%

Taxlot Detail Report

Taxlot: 2-2E-31AB-06000



Overview Map



Taxlot highlighted in blue

Taxlot Information

APN: 2-2E-31AB-06000

Alt ID: 00572455

Site Address: 722 MAIN ST
OREGON CITY, OR 97045

Year Built: 0

Taxpayer Information

Taxpayer: COMMERCIAL CLUB LLC

Address: 8 N STATE ST STE 101
LAKE OSWEGO, OR 97034**Reference Information**

Parcel Area (acres - approx): 0.1

Parcel Area (sq. ft. - approx): 3,484

Twn/Rng/Sec: 02S 02E 31

Tax Map Reference: 22E31AB

Values

Values as of: 12/15/2011

Land Value (Mkt): \$475,975

Building Value (Mkt): \$151,190

Exempt Amount: \$0

Net Value (Mkt): \$627,165

Note: The values above are Market, NOT Assessed values.

Assessed Value: \$473,703

Planning Designations

Zoning: MUD

- Mixed Use Downtown District

Comprehensive Plan: mud

- Mixed Use - Downtown

Subdivision: OREGON CITY

PUD (if known):

Neighborhood Assn: Two Rivers NA

Urban Renewal District: Downtown Urban Renewal Area

Historic District:

Historic Designated Structure? N

In Willamette Greenway? N

In Geologic Hazard? N

In Nat. Res. Overlay District (NROD)? Y

In 1996 Floodplain? N

The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, surveying or navigation purposes. Notification of any errors is appreciated.

Report generated 7/2/2013 12:10 PM

City of Oregon City
PO Box 3040
625 Center St
Oregon City, OR 97045
(503) 657-0891
www.oregocity.org





City of Oregon City

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

File Number: 13-457

Agenda Date: 7/17/2013

Status: Agenda Ready

To: Urban Renewal Commission

Agenda #: 4d.

From: Economic Development Manager Eric Underwood

File Type: Grant Request

SUBJECT:

Storefront Improvement Grant for 622 & 624 Main Street

RECOMMENDED ACTION (Motion):

City staff recommends a grant award of \$40,000 following a site visit with the applicant and architect, and subsequent staff review meeting.

This application was made as part of the Main Street Revitalization Agreement entered into with METRO, which pledged \$120,000 in funds to help facilitate high-impact projects that would spur continued investment and redevelopment. This building was identified as a high-impact project because of its high visibility and its location adjacent to one of the busiest intersections on Main Street. In addition, the location complies with the criteria established in the IGA between Metro and the Urban Renewal Agency regarding areas between 5th and 11th Streets on Main Street.

Grants shall only be awarded to those projects with an average score of 70% or better and this application received an average score of 89%.

The applicant is applying for \$40,000 and the review committee recommends the full amount be approved once the following items have been submitted to Staff and approved:

1. Confirmation that Clackamas County property taxes are current.
2. Confirmation of 1:1 private match.

Funds are available for this project in the Storefront Grant program for FY 2013-14. The URC shall decide whether or not to uphold the recommendation of City staff to award Urban Renewal grant funds in the amount up to \$40,000 to the applicant.

BACKGROUND:

The applicant is applying for a grant in the amount of \$40,000. Maximum grant amounts are \$20,000, or \$40,000 for projects of high value when the applicant demonstrates that the proposed improvements will restore the facade substantially closer to its original condition. All projects require at least a 50% match.

The applicant has indicated the intent to closely replicate the historical look of the building of the 1920's "street-car era" commercial building. The project will redo both the Main Street and 7th Street facades consisting of continuous transom windows; multiple storefront bays and building entries; blank walls will be replaced with continuous glazing; blade signage; architectural lighting and the addition of wood trim.

The site addressed at 622 & 624 Main Street and is further identified as Tax Map 2-2E-31AB-07000.

The site is zoned Mixed Use Downtown (MUD) and is located within the Downtown Urban Renewal District. The building is currently used for retail/commercial.

BUDGET IMPACT:

Amount: \$40,000

FY(s): 2013-14

Funding Source: UR Storefront Improvement Grant



City of Oregon City

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

File Number: 13-457

Agenda Date: 7/17/2013

Status: Agenda Ready

To: Urban Renewal Commission

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Grants shall only be awarded to those projects with an average score of 70% or better and this application received an average score of 89%.

The applicant is applying for \$40,000 and the review committee recommends the full amount be approved once the following items have been submitted to Staff and approved:

1. Confirmation that Clackamas County property taxes are current.
2. Confirmation of 1:1 private match.

Funds are available for this project in the Storefront Grant program for FY 2013-14. The URC shall decide whether or not to uphold the recommendation of City staff to award Urban Renewal grant funds in the amount up to \$40,000 to the applicant.

BACKGROUND:

The applicant is applying for a grant in the amount of \$40,000. Maximum grant amounts are \$20,000, or \$40,000 for projects of high value when the applicant demonstrates that the proposed improvements will restore the facade substantially closer to its original condition. All projects require at least a 50% match.

The applicant has indicated the intent to closely replicate the historical look of the building of the 1920's "street-car era" commercial building. The project will redo both the Main Street and 7th Street facades consisting of continuous transom windows; multiple storefront bays and building entries; blank walls will be replaced with continuous glazing; blade signage; architectural lighting and the addition of wood trim.

The site addressed at 622 & 624 Main Street and is further identified as Tax Map 2-2E-31AB-07000.

The site is zoned Mixed Use Downtown (MUD) and is located within the Downtown Urban Renewal District. The building is currently used for retail/commercial.

BUDGET IMPACT:

Amount: \$40,000

FY(s): 2013-14

Funding Source: UR Storefront Improvement Grant



STOREFRONT IMPROVEMENT URBAN RENEWAL GRANT PROGRAM

APPLICANT/

OWNER: Larry Medearis
622 Main Street
Oregon City, OR 97045

GRANT REQUEST

AMOUNT: \$40,000

LOCATION: 622 & 624 Main Street

REVIEWERS:

Christina Robertson-Gardiner, Planner
Eric Underwood, Economic Development Manager
Scott Linfesty, Building Official
Erik Wahrgren, Public Works Project Engineer

RECOMMENDATION: Approval of \$40,000 (with conditions)

I. BACKGROUND:

The applicant is applying for a grant in the amount of \$40,000. Maximum grant amounts are \$20,000 or \$40,000 for projects of high value when the applicant demonstrates that the proposed improvements will restore the façade substantially closer to its original condition. All projects require at least a 50% match.

ii. Compliance with Approval Criteria:

A. Building Design and Context

1. Sense of Place - Strengthen unique qualities
2. Building Orientation - Maximize views, public spaces
3. Outdoor Space - Designed for variety of activities
4. Historic Building Compatibility - Respects original structure
5. Locational Context - Good neighbors, compatible

The applicant proposes to restore 182 linear feet of façade fronting both Main Street and 7th Street on this highly visible crossroad at the end of the Oregon City/West Linn Bridge. This renovation will replace the awkward and outdated 1960's façade with one that is more reminiscent of a 1920's "street-car era" commercial building. The project will utilize historically-appropriate, high-quality building materials such as wood, masonry and metal, and will include storefront bays, recessed entries, transom windows, display windows, blade signage and wood trim details, which were architectural elements of that era. The added display windows will open up the building and give it a better street space and the addition of overhead door on the 7th Street side will provide for additional outdoor space.

B. Building Design Elements

1. Building Elements - Enhances setting
2. Color - Balances contrast
3. Human Scale - Enhances pedestrian experience
4. Building Materials - Quality, durability
5. Façade Treatment - Appropriate scale definition
6. Accessibility - Integrated ADA access

The current façade is awkward and outdated and not pedestrian friendly. The addition of the storefront and transom windows not only adds the historical element back to the building, but also makes the building design more tenant-ready. The scaling of both of these type windows is designed to fit into the existing beams and columns of the structure, as well as the natural elevation increase on the 7th Street side. The proposed design elements provide for multiple configurations for tenant improvements. Multiple tenants would have a positive economic impact on Downtown and Oregon City as a whole.

C. Doors and Windows

1. Doors - Open inviting atmosphere
2. Entry doors - Locate on corners, large glass
3. Windows - Inviting, rhythmic patterns

The applicant proposes both storefront bays with double doors and transom windows on both façades, along with an overhead door to be placed on the 7th Street side. Any existing storefront windows will be removed and replaced with double pane windows. They are currently single paned and plate glass. A solid wood panel double door will provide access on the 7th Street side, closest to the Municipal Elevator.

D. Roofs

1. Roofline - Interest and detail
2. Rooftop - Integrated with building design

No changes to the roof are proposed, however wood panels, mouldings and trim will accent the building parapet on the corner and at each entry.

E. Lighting

1. Façade lighting - Integrated in façade composition
2. Street lights - Compatible with existing standards
3. Landscape lights - Appropriate highlighting, safety
4. Sign Lighting - Integrated with building design

Architectural lighting on the columns adjacent to the entries and roll-up windows will illuminate the façade, ceiling lights will highlight each recessed entry and small lights will be integrated into the hanging brackets of the blade signs.

F. Signs

1. Wall signs - Compatible with building design
2. Blade or hanging signs - Sidewalk, pedestrian visibility
3. Window signs - Pedestrian oriented, non-obstructive
4. Awning signs - Appropriately scaled, lower level
5. Directional signs - Small scale, logical
6. Temporary Signs - Consistent with surrounding area

Blade signs are proposed and would identify each tenant space. While no wall signage is proposed at this time, wood panels would be placed at each entry for future use.

G. Awnings

Protect pedestrians from elements and;
Well proportioned, integrated with building design and surrounding area

No awnings are proposed.

H. Sustainability

Materials are durable, resource efficient, recyclable, salvaged, and safe for environment, maximize natural light, indoor air quality, and minimize polluted water runoff

The current façade of this building does not provide for a tenant-ready environment. The existing wood façade is similar to a barn façade, which has gapping between the wood panels, making it impossible to control the interior environment. The existing storefront windows are single-pane windows and will be replaced with new storefront windows that will be double-pane windows, which are more energy efficient. With the addition of the storefront and transom windows, the building will be able to maximize natural light. The project materials to be used are wood, masonry and metal, which are high quality and historically appropriate. These substantial building improvements should encourage a higher and better use for the building with increased rental rates.

I. Recipient Match Value

High owner investment

The 2012-13 property tax submitted by the applicant shows an assessed value of \$114,927 and the applicant proposes a minimum project budget of \$151,000 with a proposed owner contribution of \$71,000 to \$108,000. At the low end of owner contribution, the level of assessment would be 62% of the assessed value.

J. Previous Recipient

Encourage new recipients; if previous recipient, reference successes of previous project.

This is a new applicant to the Storefront Grant program.

III. Staff Review

Following identified procedures; the Urban Renewal Grant request was routed through Scott Linfesty, Building Official; Christina Robertson-Gardiner, Associate Planner; Erik Wahrgren, Public Works Project Engineer; and Eric Underwood, Economic Development Manager. City staff provided comments and scored the application for the Commission's review:

Staff Member	Comments	Score out of a possible 100 pts	Percentage (70% or greater required)
Scott Linfesty	Building permits will be required.	86	86%
Christina Robertson-Gardiner	Requires site plan.	91	91%
Erik Wahrgren		86	86%
Eric Underwood	Building permits will be required.	92	92%

IV. URC Review

Grants shall only be awarded to those projects with an average score of 70% or better. This application has an average score as rated by City staff of 89%.

V. Project Cost

As required by the application process the owner has provided three bids for those components of the project over \$5,000, and is as follows:

Stone Creek Building	\$128,425
Staub Construction Services, LLC	\$151,538
F&F Structures, Inc.	\$188,876

VI. Exhibits

- A. Application (2 pages)
- B. Project Summary and Existing Conditions (2 pages)
- C. Site History and Project Timeline (3 pages)
- D. Project Costs & Attachments (2 pages)
- E. Building Elevation (2 pages)
- F. Project Team and Proposed Design (1 page)
- G. Storefront System Spec Sheets (2 pages)
- H. Letter of Support (2 pages)
- I. Bids (3 pages)
- J. Oregon Department of Agriculture License (1 page)
- K. Property Tax Statement (1 page)
- L. Financial match support (1 page)
- M. Certificate of Liability Insurance (1 page)
- N. Tax lot Detail Report (1 page)



URBAN RENEWAL COMMISSION STOREFRONT IMPROVEMENT PROGRAM APPLICATION FORM

City of O
62

Oregon City, Oregon 97045
Phone 503.657.0891
Fax 503.657.7892
www.orcity.org

APPLICANT INFORMATION

APPLICANT NAME: Larry Medearis	E-MAIL: bridgeviewbeerandwine@yahoo.com
BUSINESS NAME (if applicable):	
OWNER'S MAILING ADDRESS: 622 Main St.	PHONE: 503-650-8342
CITY, STATE, ZIP: Oregon City OR 97045	FAX:
CO-APPLICANT NAME (if applicable):	E-MAIL:
CO-APPLICANT'S MAILING ADDRESS:	PHONE:
CITY, STATE, ZIP:	FAX:

SITE INFORMATION

SITE ADDRESS: 622 Main & 624 Main	BUILDING TAX LOT & MAP NUMBER (if known): 22E31AB0700
CITY, STATE, ZIP: Oregon City OR 97045	OWNER OCCUPIED OR LEASED? Owner Occupied
CURRENT USE OF BUILDING: Commercial	
Is the building on the local historic register or within historic overlay district? ☐ YES ☒ NO	
If yes, has the building plan been reviewed and approved by the Historic Review Committee? ☐ YES ☐ NO	

GRANT INFORMATION

BRIEF DESCRIPTION OF PROPOSED PROJECT: This project will replace an awkward and outdated 60's era façade at a highly visible gateway to Oregon City, with an elegant, traditional-style storefront reminiscent of the 1920's "street-car era" commercial buildings. The proposed project will reconstruct 182 linear feet of facade fronting Main Street and 7th Street in a manner that restores the historic character and feel of earlier structures on this site, while also setting the framework for new commercial activity inside the building. The proposed design features continuous transom windows to allow ample daylighting of the interior and multiple storefront bays and building entries to break the expansive façade into a more intimate, welcoming, human-scaled storefront.

GRANT REQUEST AMOUNT: \$40,000	
SOURCE OF MATCHING FUNDS (i.e., savings account, line of credit, etc.): Owner financed plus a 1:1 matching grant of \$40,000 has been awarded from Metro	
ANTICIPATED START DATE OF CONSTRUCTION: August 15, 2013	ANTICIPATED FINISH DATE OF CONSTRUCTION: November 30, 2013
DESIGN	
APPLICANT'S ARCHITECT: Iselin Architects	E-MAIL: jessica@iselinarch.com
MAILING ADDRESS: 1307 7TH STREET	PHONE: 503.656.1942
CITY, STATE, ZIP: Oregon City OR 97045	FAX:
ARCHITECT CERTIFICATION NUMBER (applicant's architect fees are eligible for grant if architect is Oregon certified): on file from previous projects	

The applicant understands that the proposed improvements must be evaluated and approved by the Oregon City Urban Renewal Commission. Certain changes or modifications may be required by the Urban Renewal Commission prior to final approval.

The applicant understands that a match/grant information sign must be posted 30 days prior to, during, and 30 days after the improvement's construction phase.

CERTIFICATION OF APPLICANT

The applicant certifies that all information in this application and all information furnished in support of this application is given for the purpose of obtaining a 50-50 matching grant and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property to be rehabilitated, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the rehabilitation work on the property. Evidence of this authority is attached.

APPLICANT'S SIGNATURE: 	CO-APPLICANT'S SIGNATURE (if applicable)
DATE: 6/14/13	DATE:

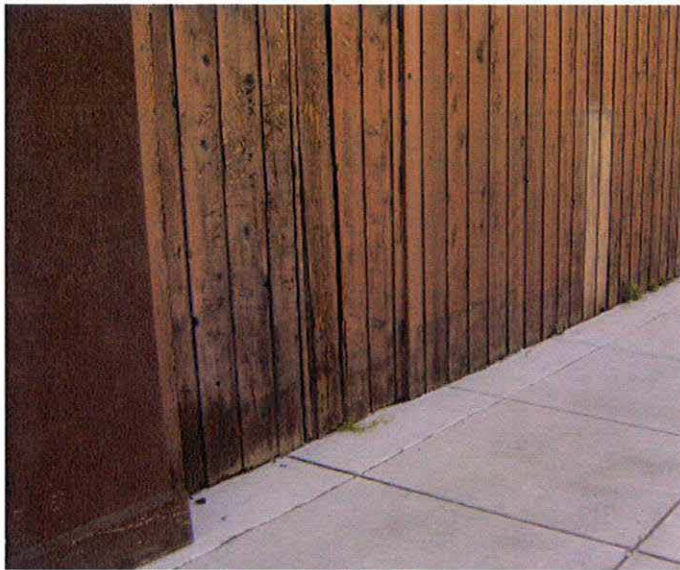
622 + 624 Main Street Larry Medearis, Owner Project Summary

This project will replace an awkward and outdated 60's era façade at a highly visible gateway to Oregon City, with a high-quality, traditional-style storefront reminiscent of the 1920's "street-car era" commercial buildings. The proposed project will reconstruct 183 linear feet of facade fronting Main Street and 7th Street in a manner that restores the historic character and feel of earlier structures on this site, while also setting the framework for new commercial activity inside the building. The proposed design features continuous transom windows to allow ample daylighting of the interior and multiple storefront bays and building entries to break the expansive façade into a more intimate, welcoming, human-scaled facade. Blank walls will be replaced by continuous storefront glazing which will make for a more attractive, engaging retail environment for pedestrians, and authentic elements such as blade signage, architectural lighting of and wood trim will provide architectural detail and interest typical of historic structures.

Existing Conditions and Project Need



The existing facade has outlived its useful life, and is presently a lackluster and uninviting presence at a major gateway to the city. More than 14,000 daily commuters pass this storefront as they enter and leave Oregon City over the historic Arch Bridge. This building also frames the view of Oregon City's Municipal Elevator, an important local landmark. In its present form, the rough wood siding, single pane windows, and a large expanse of blank wall greatly compromise the value and appeal of the corner storefront, which occupies a prime retail location in the downtown core. The space has been underutilized in recent years, which creates a dead spot in the retail fabric of downtown. The project outlined in this proposal will create a high-caliber, historically appropriate storefront more appropriate to the overall character of downtown and will provide an opportunity to bring new retail activity and life to this important gateway location.



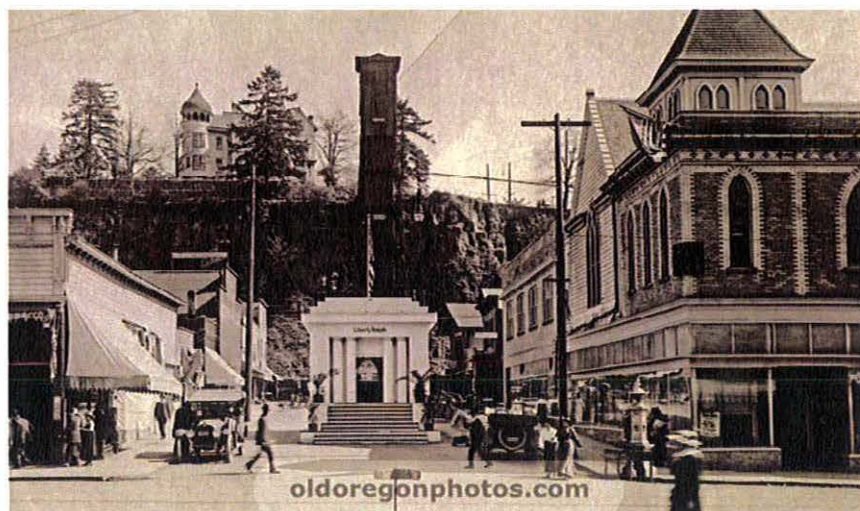
Recent site photos show existing conditions of building along 7th street facade, including weathered siding, damage to window base at corner, dated mansard detailing and aluminum entry door.

Site History and Architectural Precendents

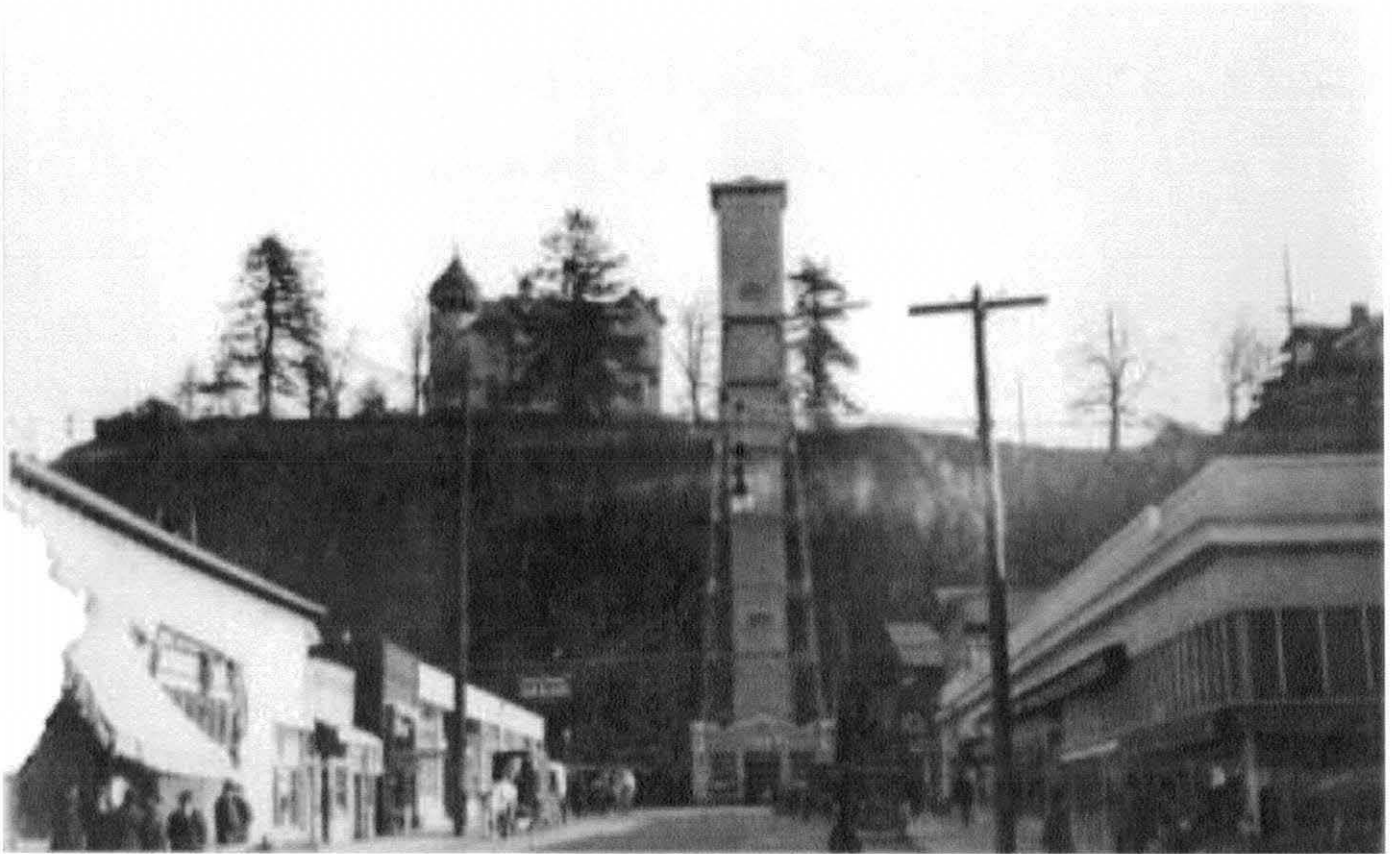
While structures of various styles and periods have historically occupied this site, the building has been so substantially altered over time such that no architectural remnants of the earlier facades remain at this time to anchor this building restoration to a specific period. Nevertheless, examination of historic photos allows us to identify important building elements and storefront features integrated and reinterpreted in the proposed design.



Until 1919, the Methodist Church occupied this prominent downtown corner. The two-story building was featured a storefront along the street level occupied by L. Adams Department Store, with the church on the second floor. The large expanse of storefront glazing and generous transom windows created a lively and inviting appearance to the retail space. Retractable awnings allowed the full penetration of daylight into the store and full view of the display windows when the awnings were not in use.



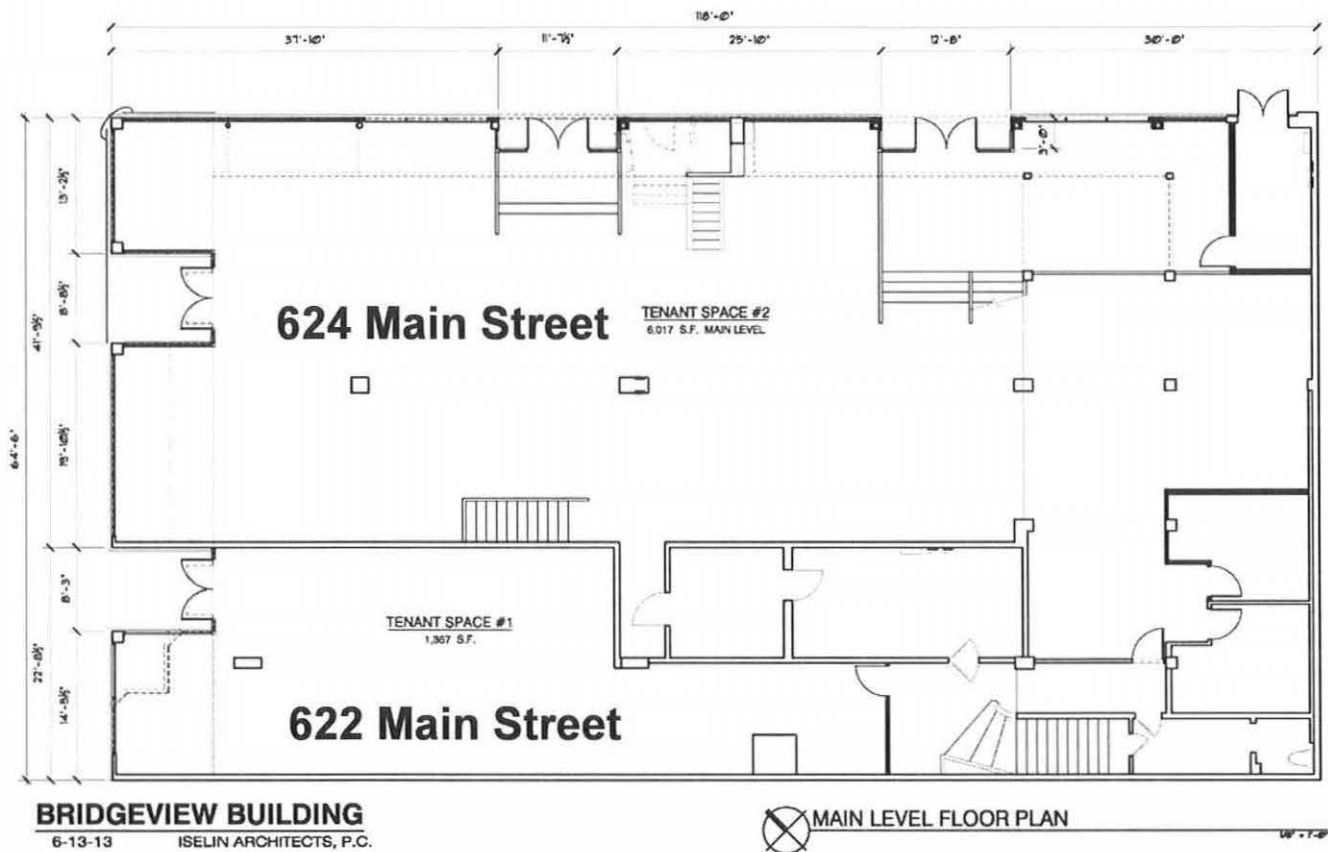
Unfortunately, a fire in 1919 destroyed this elegant building.



Following the church fire, the building pictured above was constructed in 1920 by Hopkins and Andrews of Portland and was the location of the Price Brothers Store, and then in the 1940's the CC Store, later known as Cochran's. Again, in this street-car era building, continuous transom windows allowed for daylighting of the interior spaces and a generous run of display windows created an inviting commercial storefront. Retractable awnings mounted below the transom windows allow the character and rhythm of the windows, not the awning, to be the dominant feature of the facade.

It is not clear from the Historic Resource Survey when the building underwent further remodeling, but in 1983 it was occupied by Phillips apparel (624 Main) and a restaurant called "Harry's Mustache" (622 Main).

Continuous transom windows wrapping the storefront will allow daylight to penetrate deep into the building interior, maximizing natural light and reducing energy use. Operable roll-up windows will also let fresh air into the space in the summer months, and blur the indoor-outdoor boundary, allowing the life and activity of the restaurant space to enliven the sidewalk. The distinct storefront bays and multiple entries will allow the new facade to be flexible and endure over time while accomodating changes of use or division of the large building floorplate into multiple smaller spaces for future tenants as needed.



While exact storefront system to be used in the facade has not yet been specified, the product cut sheets attached in the appendix provide a description of the type of product likely to be selected for this project, in either a dark bronze or black finish.

Anticipated Project Timeline

Building Programming and Conceptual Design: Completed
 Grant Funding Decisions and Final Project Budget Determination: July
 Final Architectural Renderings, CD's and Permitting: July- August
 Demolition and site preparation: July - August
 Construction: August - November

Project Cost

Estimated Total Cost: \$151,000 - 188,000
 Amount of URC Matching Funds Requested 622 Main: \$10,000
 Amount of URC Matching Funds Requested 624 Main: \$30,000
 Total URC Matching Funds Requested for entire project: \$40,000
 Matching Contribution from Metro Development Center: \$40,000
 Property Owner Contribution: \$71,000 - 108,000

Three competitive bids obtained from licensed contractors for this project show estimated project costs as follows:

Stone Creek Building, Mark Beirwagen	\$ 128,425
Staub Construction Services	\$ 151,538
F&F Structures, Mark Foley	\$ 188,876

As a point of clarification, the estimate provided by F & F structures is a price for facade work only, but shows costs broken out into facade costs corresponding to four possible tenant tenant spaces in the event that Mr. Medearis wished to phase the project. Mr. Medearis intends to complete the project in one phase and therefore we are listing the combined total cost for the full facade above. Documentation of the three bids is attached.

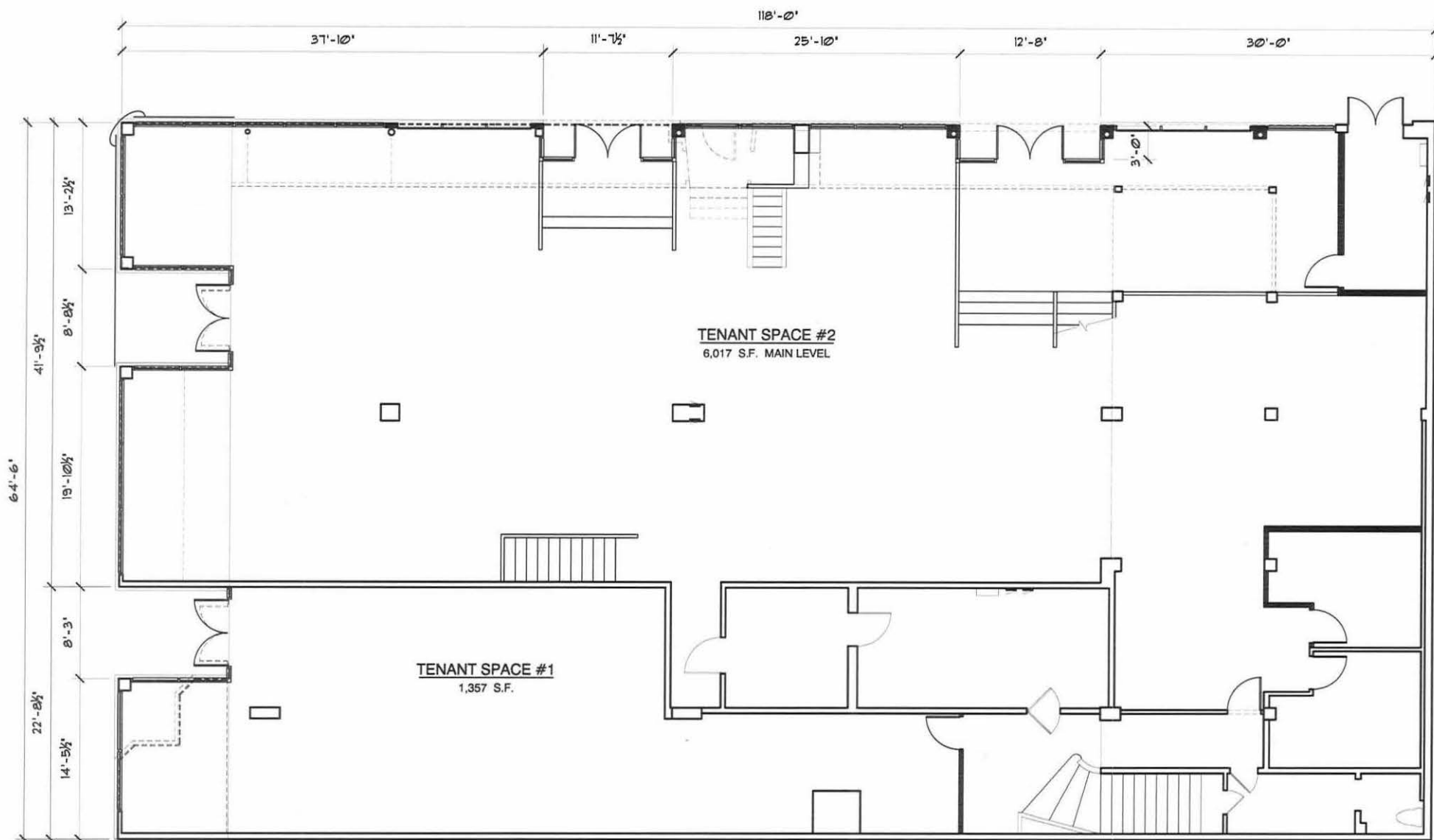
We respectfully request that the Urban Renewal Commission award this project the full allowed maximum grant of \$40,000 for this historic renovation, which will restore the building facade substantially closer to its original condition typical of a 1920's storefront. It should be noted that even at the maximum \$40,000 level, the City's investment will be highly cost effective when considering the amount of funds allocated per linear foot of storefront for this project. Assuming the total project cost falls within the above listed range of \$151,000 - \$188,000, the City's investment of \$40,000 would be between 26-21% of the total project costs.

Mr. Medearis secured a loan of \$50,000 in March 2013 to cover initial project costs and intends to secure an additional bank loan as soon as the design and specifications for the project are further developed and contractors are able to more definitively calculate project costs. He has attached loan documents for his current loan as well as evidence of additional accounts/lines of credit available to him to provide the Urban Renewal Commission with assurance of his ability to carry out this project as described. Once the final project budget is confirmed, and the full extent of grant commitments known, Mr. Medearis will secure the balance of financing necessary to move ahead with the project.

List of Attachments

Please find the following supporting items included with this application:

Building concept plan and elevations
Storefront System Cut Sheets
Letter of Support, Metro
Letter of Support, Main Street Oregon City
Cost Estimate, Stone Creek Building
Cost Estimate, Staub Construction
Cost Estimate, F & F Structures
Business License, Bridgeview Beer & Wine Supply
Evidence of property ownership
Loan Documentation, First American Title
HFC Account Statements, Larry Medearis
Certificate of Insurance Listing City of Oregon City/URC as additional insureds



BRIDGEVIEW BUILDING

6-13-13

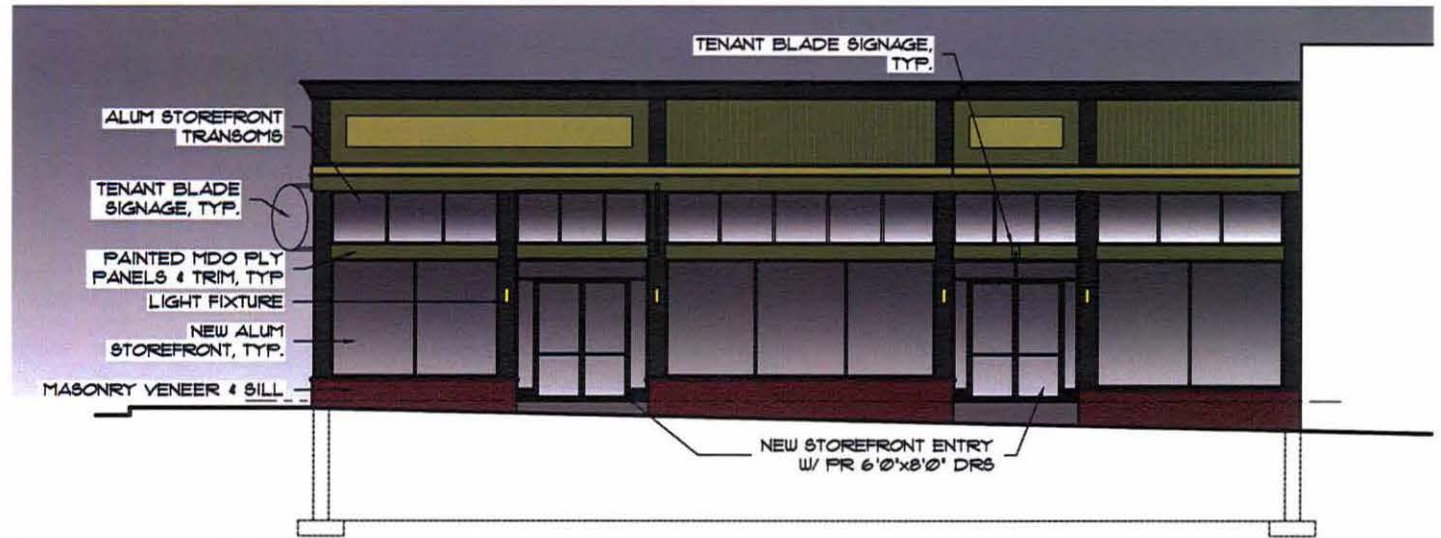
ISELIN ARCHITECTS, P.C.



MAIN LEVEL FLOOR PLAN

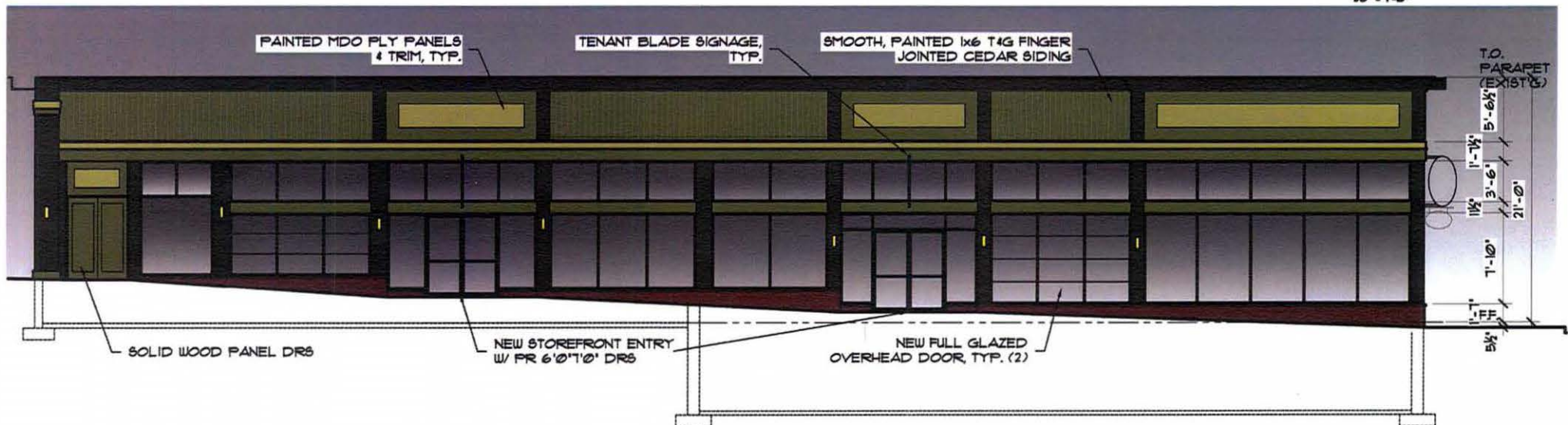
Exhibit E

1/8" = 1'-0"



MAIN STREET ELEVATION

1/8" = 1'-0"



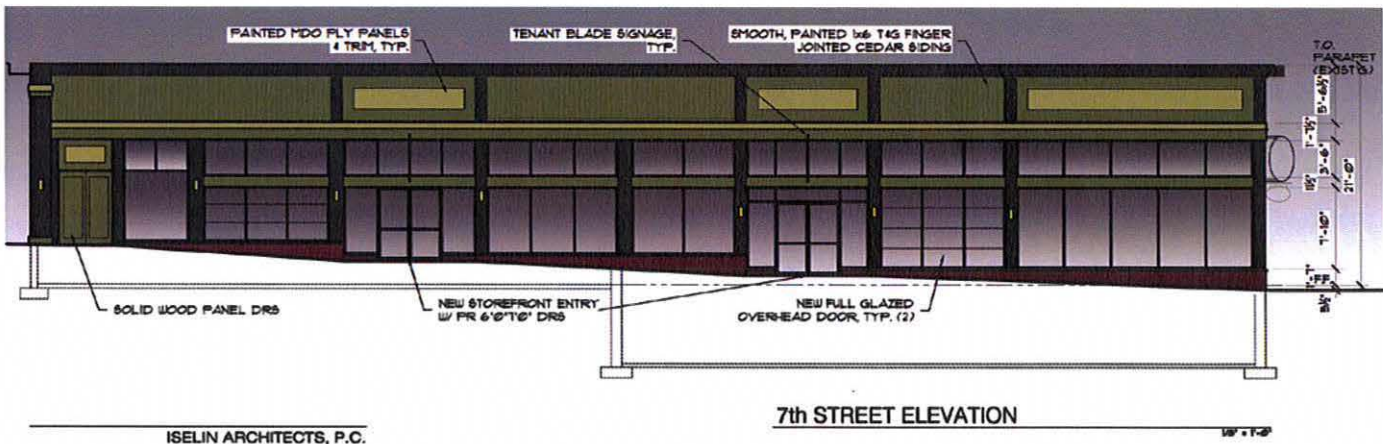
7th STREET ELEVATION

1/8" = 1'-0"

BRIDGEVIEW BUILDING
ISELIN ARCHITECTS, P.C.

Project Team and Proposed Design

This facade restoration benefits from the architectural expertise of Iselin Architects, a local design firm familiar with the challenges of historic renovation projects in downtown Oregon City. The proposed design for a historically-authentic restoration intends to help this building once again be a “good neighbor” that contributes positively to the sense of place and historic atmosphere of downtown Oregon City. The renovated facade will utilize historically appropriate, high-quality building materials such as wood, masonry and metal, and will incorporate traditional architectural elements of a historic streetcar-era storefront such as storefront bays, recessed entries, transom windows, display windows, blade signage, and wood trim details.



The design respects the original structure by scaling the transom windows and display windows in a compatible fashion within the framework of existing beams and columns. The more intimately scaled proportions of the distinct storefront bays, the rhythm of the windows, blade signage, and thoughtful detailing throughout will help provide a more inviting and engaging pedestrian realm. Double doors at all recessed entries will provide a gracious welcome to the interior spaces.

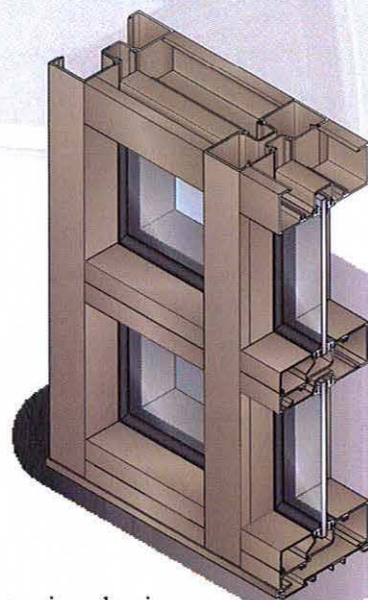
Architectural lighting on the columns adjacent to the entries and roll-up windows will illuminate the building face with light and help contribute to the night-time ambience of downtown. Ceiling fixtures will highlight each recessed entry, and small lights will be integrated into the hanging brackets for the blade signs, so as to tastefully illuminate signage at night. Wood panels, mouldings and trim will accent the building parapet on the corner and at each entry and will create a backdrop for wall signage that will be a consistent, unifying element throughout the facade.

STOREFRONT SYSTEMS

SERIES 400 & 450 CENTER GLAZE



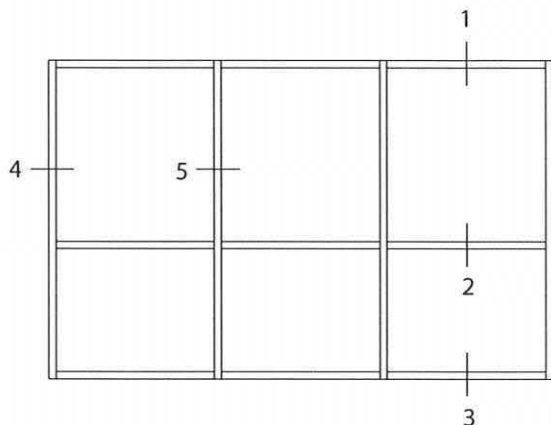
- Series 400 - 1-3/4" x 4" (44.5 x 101.6 mm)
- Series 450 - 1-3/4" x 4-1/2" (44.5 x 114.3 mm)
- 1/4" or 3/8" (6 or 10 mm) Glazing Infills
- Injection Molded Water Deflectors
- Screw Spline Assembly
- Shear Block Assembly
- Stacking Installation Option
- Full Range of Accessory Components
- Available in Anodized or Painted Finishes
- Interior or Exterior Glazed



Fabrication and installation labor costs have always been a decisive factor in selecting framing systems for storefront projects. United States Aluminum offers cost efficient versatile Center Glazed Systems with clean lines and superb performance. All series may be interior or exterior glazed. A top load E.P.D.M. gasket is used to position and weatherseal the glass in the aluminum pocket. Center Glazed Systems are compatible with most United States Aluminum Entrance Doors.

SERIES 400 & 450 STOREFRONTS

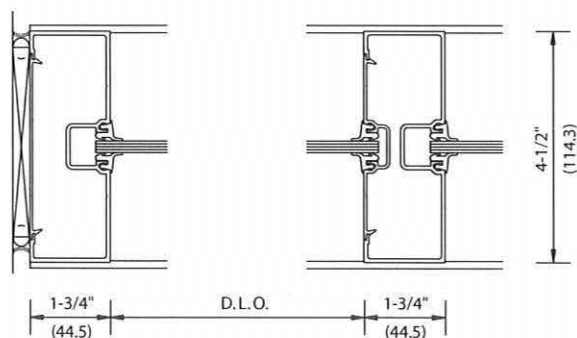
TYPICAL DETAILS



TYPICAL ELEVATION

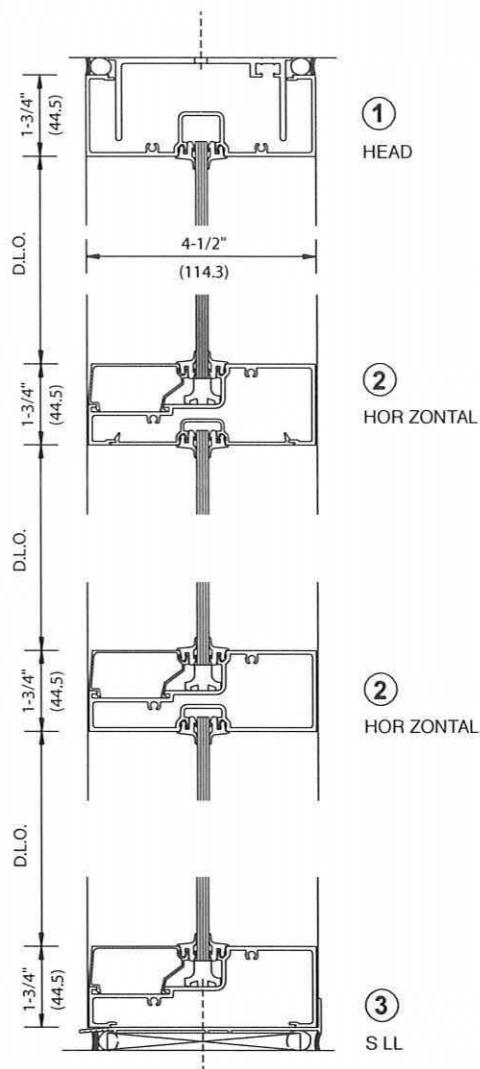
Series 450 details shown; Series 400 are similar.
Our Center Glazed Systems can be interior or exterior glazed, with Screw Spline or Shear Block Assembly.

For Specifications, Details, and Testing Data go to usalum.com.



④
JAMB

⑤
VERT CAL



①
HEAD

②
HOR ZONTAL

②
HOR ZONTAL

③
SLL

NOT TO SCALE

Exhibit H



Metro | *Making a great place*

June 12, 2013

Urban Renewal Commission
City of Oregon City
P.O. Box 3040
Oregon City, Oregon 97045

Dear Urban Renewal Commissioners:

Metro has been pleased to collaborate closely with the City of Oregon City and Main Street Oregon City in recent years to help support local efforts to bring new life and investment to the city's historic core. Last year, Metro and the City jointly committed to the Main Street Revitalization Initiative, and Metro pledged \$120,000 in funds to help facilitate high-impact projects that would spur continued investment and redevelopment.

As part of our commitment to the Main Street Revitalization Initiative, Metro has partnered with Larry Medearis to assist in renovating his building on the corner of 7th and Main Street, an extremely prominent gateway to the downtown core. Metro has awarded a \$40,000 grant to Mr. Medearis, which he has agreed to match with an equal or greater investment of his own funds in the building façade. Situated between the historic Arch Bridge and the city's signature landmark, the Municipal Elevator, this site will only grow more important as other public projects come to fruition in the coming year. Planned improvements to the elevator this summer and the exciting public art project to be unveiled early next year will mean that 7th Street is poised to attract new visitors and business activity to the heart of the city.

Renovating 622/624 Main Street with a new façade that integrates historic building features will greatly enhance 7th Street, and will provide attractive space for restaurant and retail uses that will enliven this location that has long sat vacant. Metro staff has collaborated closely with Mr. Medearis and Iselin Architects on the design of this project and is confident that the proposed façade renovation will complement the historic character of downtown and bring added vitality and ambience to the streetscape. Despite the large scope of this project with lengthy façades on both 7th Street and Main Street, Metro is hopeful that the right combination of public investment coupled with Mr. Medearis' significant private investment will enable the entire project to be completed in one phase this year. We believe that a high-quality renovation of this location has the potential to support new business activity in this location and provide a positive ripple effect to neighboring properties and businesses.

Metro is pleased to partner with Mr. Medearis on this important project and respectfully requests that the Urban Renewal Commission consider a substantial investment of storefront improvement dollars to enhance this major downtown gateway now and for years to come. We appreciate your very serious consideration of this application.

Sincerely,

A handwritten signature in blue ink, reading 'Carlotta Collette'.

Carlotta Collette
Metro Councilor
District 2

June 7, 2013



City of Oregon City
Urban Renewal Commission
625 Center Street
Oregon City OR 97045

Re: Facade Grant Request 624 Main Street

2013 Board

President

Paul Culp

Vice President

Tim Tofte

Treasurer

Mike Gavaza

Secretary

Barbara Orton

Board Members

Sue Stein

Carol Pauli

Jared Justice

Executive Director

Lloyd Purdy

Facade Improvement Grant Review Committee;

Over the last five years the City of Oregon City's Urban Renewal Commission facade improvement grant program has helped encourage and support highly visible improvements in the downtown marketplace.

As a partner with the private sector, the URC has encouraged and supported improvements to both the inside and outside of key buildings in our 169 year old downtown - a downtown that had been subject to disinvestment and blight for many years.

We are beginning to see sustainable changes in the downtown marketplace. New businesses continue to open inside buildings that were derelict and underutilized. On the outside, updated facades on old buildings are a visible sign to the public that this downtown is evolving into a modern marketplace.

The matching grant request from downtown property and business owner, Larry Medearis, to improve the extensive facade (183 feet) on the corner of 7th and Main at the base of the Arch Bridge is a very important next step in the redevelopment of downtown Oregon City. This property connects downtown's "courthouse blocks" with the downtown's "south elevator blocks". This building is located at a high profile intersection viewed by more than **14,000 cars a day** crossing the Arch Bridge. It also anchors the gateway that frames a view of the Oregon City Municipal Elevator which itself will be going through a facade improvement this year.

Mr. Medearis' proposed project will restore the historic character of this building and create an opportunity for new business, employment and tenancing in this corner building fronting two high traffic streets. Please give his application for matching funds your full consideration.

See You Downtown,
Lloyd Purdy
Director, MSOC Inc.

The nonprofit Main Street Oregon City is a volunteer led organization that works with downtown property owners, business owners and downtown stakeholders to make Oregon City a better place to work, live and visit.



10117 SE Sunnyside Rd. #502, Clackamas, OR 97015
P 503-548-7383
F 503-698-6216
OR CCB#167738 / WA#STONECB915CS
www.stonecreekbuilding.net

June 17, 2013

Larry Medearis
624 Main Street
Oregon City, OR 97045

Project: Bridgeview Building Façade Remodel

Demolition & Disposal

- Close/fence sidewalk as needed
- Demolish all siding, glass, and framing
- Remove from site and dispose of all debris

Framing & Storefront Glass

- Frame new walls and window openings per plan
- Install new aluminum storefront glass, doors, and overhead doors per plan

Electrical

- Install wiring for new lights & signs
- Install fixtures and wire new lighted signage

Siding & Masonry

- Install siding & trim per plan
- Install new masonry cladding per plan

Paint & Signage

- Paint exterior in 3 color scheme using premium paint
- Install signs per plan

Total Project

\$128,425.00

Notes:

- No building/plumbing/electrical permit fees included (will be invoiced at cost)

Larry, thank you for the chance to bid the rehab of the Bridgeview Building Façade in Oregon City.
Please let me know if you have any questions.

Sincerely,

Mark Beirwagen
Stone Creek Building
503-548-7383
mark@stonecreekbuilding.net



33134 SE. 6th St.
Washougal, WA 98671
OR: ccb# 193629 / WA: STAUBCS88207
Phone: 503-709-1346

Estimate

Date	Estimate #
6/13/2013	01

Customer Name & Address
Larry Medearis 624 Main St. Oregon City, Or 97045 Bridgeviewbeerandwine@yahoo.com

Staub Construction Services is pleased to present to Larry Medearis the proposal of \$151,538 for construction of the new exterior renovation of the Bridgeview Building project.

Inclusions:

1. All construction aspects per conceptual Bridgeview Building Architectural Drawings. 6-7-13
2. Any and all means and methods to construct per Bridgeview Building Drawings.

Exclusions:

1. All Demolition
2. Exterior Illuminated Tenant Signage

Staub Construction Services, LLC will do the work described at the price quoted, according to the information provided at the time of quote. We hold the right to revise pricing should the said information change at the time of order.

CONTRACT

F&F STRUCTURES, INC.
1300 John Adams Street, #100
Oregon City, Oregon 97045
Phone: 503-657-7010 Fax: 503-650-1970

CCB #38613

This Construction Contract is entered into this _____ day of June, 2013, by and between F & F Structures, Inc., hereinafter called "Contractor", and the party or parties signing below, hereinafter called "Owner".

Name: Bridgeview Beer and Wine Supply, Larry Maderis

Address: 624 Main Street, Oregon City, OR 97045

Work Site _____ City _____ State _____ Zip _____

Phone 503-650-8342 Work Site Phone _____ Other Phone 503-803-8147

Contractor shall furnish all labor and materials to perform the work described in the following specifications, and any Addendum attached hereto:

SPECIFICATIONS:

Labor and materials to remodel the façade of the above address as per drawings by Iselin Architects, P.C. dated 5/21/13. Contract prices subject to change due to final plans and specifications.

Exclusions: Plans, engineering, SDC fees or additional requirements by governmental agencies.

Phase 1A – tenant spaces 2 & 3	\$103,776.00
Phase 1B – tenant space 4	45,900.00
Phase 1C – tenant space 1	39,200.00

Contractor shall furnish all labor and materials to perform only the work described in the above specifications and any addendum hereto, and Owner agrees to pay Contractor as follows:

Contract Price	ALLOWANCES INCLUDED IN PRICE
Down Payment	
Progress Payment	
Progress Payment	
Balance Due Upon Completion	

Owner agrees that if Contractor is not paid in full within ten (10) days of substantial completion of Contractor's

Form 1014 Rev 04/08
OREGON DEPARTMENT OF AGRICULTURE
635 CAPITOL ST NE
SALEM, OR 97301-2532
(503) 986-4550

POST IN A CONSPICUOUS PLACE

BRIDGEVIEW BEER/WINE SPLY
622 MAIN ST
OREGON CITY OR 97045

BUSINESS LOCATION

BRIDGEVIEW BEER/WINE SPLY
622 MAIN ST
OREGON CITY OR 97045

<u>LICENSE NUMBER</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRES</u>	<u>LICENSE</u>
AG-L0139682A	06/06/2013	06/30/2014	A-Scales 0-400 lbs capacity Device Count: 1

Printed: 06/07/2013

07/01/2012 to 06/30/2013 REAL PROPERTY TAX STATEMENT

CLACKAMAS COUNTY, OREGON * 150 BEAVERCREEK RD. * OREGON CITY, OREGON 97045

PROPERTY DESCRIPTION

624 MAIN ST
OREGON CITY OR 97045
MEDEARIS LARRY P
624 MAIN ST
OREGON CITY OR 97045

MAP: 22E31AB07000

Code Area: 062-057

ACCOUNT NO: 00572552

2012 - 2013 CURRENT TAX BY DISTRICT:

COM COLL CLACK 59.57
ESD CLACKAMAS 39.57
SCH OREGON CITY 542.50

EDUCATION TOTAL: 641.64

CITY OREGON CITY 454.66
COUNTY CLACKAMAS 262.77
COUNTY EXTENSION & 4-H 5.38
COUNTY LIBRARY 42.68
COUNTY PUBLIC SFTY LOC OPT 28.50
COUNTY SOIL CONS 5.29
FD 1 CLACK CO 251.07
PORT OF PTLD 7.55
SRV 2 METRO 10.32
URBAN RENEWAL COUNTY 28.55
URBAN RENEWAL OREGON CITY 98.12
VECTOR CONTROL 0.71
VECTOR CONTROL LOC OPT 2.87

GENERAL GOVERNMENT TOTAL: 1,198.47

CITY OREGON CITY BOND 12.98
COM COLL CLACK BOND 16.94
FD 1 CLACK CO BOND 6.73
SCH OREGON CITY BOND 159.03
SRV 2 METRO BOND 34.03

EXCLUDED FROM LIMIT TOTAL: 229.71

2012-2013 TAX BEFORE DISCOUNT 2,069.82

VALUES: LAST YEAR THIS YEAR

REAL MARKET VALUES (RMV):

RMV LAND 103,251 103,251
RMV BLDG 46,300 46,300
RMV TOTAL 149,551 149,551

ASSESSED VALUE (AV): 111,580 114,927

PROPERTY TAXES: 1,998.21 2,069.82

You can now pay on-line at
<http://www.clackamas.us/at>

Please Make Payment To: CLACKAMAS COUNTY TAX COLLECTOR
(Refer to back of statement and insert enclosed for more information)

Questions about your property value or taxes?

Please call 503-655-8671

DELINQUENT TAXES: 2009* - 2011 7,485.14

TOTAL (after discount): 9,492.87

Delinquent tax amount is included in payment options listed below.

(See back of statement for instructions)

TAX PAYMENT OPTIONS

Payment Options	Date Due	Discount Allowed	Net Amount Due
FULL PAYMENT	Nov 15, 2012	62.09 3% Discount	9,492.87
2/3 PAYMENT	Nov 15, 2012	27.60 2% Discount	8,837.42
1/3 PAYMENT	Nov 15, 2012	No Discount	8,175.08

↑ TEAR HERE PLEASE RETURN THIS PORTION WITH YOUR PAYMENT See back of Statement for Instructions

TEAR ↑
HERE

2012-2013 Property Tax Payment Clackamas County, Oregon

ACCOUNT NO: 00572552

Discount is lost and interest applies after due date.

FULL PAYMENT (Includes 3% Discount) DUE Nov 15, 2012 9,492.87
2/3 PAYMENT (Includes 2% Discount) DUE Nov 15, 2012 8,837.42
1/3 PAYMENT (No Discount offered) DUE Nov 15, 2012 8,175.08

☐ Mailing address or taxpayer
name change on back

Enter Amount Paid

52647

MEDEARIS LARRY P
624 MAIN ST
OREGON CITY OR 97045

Please make payment to:

CLACKAMAS COUNTY TAX COLLECTOR
PO BOX 6100
PORTLAND, OR 97228-6100

03000005725520000949287000088374200008175082



First American Title Insurance Company
National Commercial Services

200 SW Market Street, Suite 250 • Portland, OR 97201

Borrower's Final Settlement Statement

Property: 624 Main Street, Oregon City, OR 97045

File No: NCS-594443-OR1

Officer: Connie Haan/CL

New Loan No: 624 Main Street,

Settlement Date: 04/23/2013

Disbursement Date: 03/08/2013

Print Date: 04/25/2013, 8:36 AM

Buyer: Larry P. Medearis

Address: 624 Main Street, Oregon City, OR 97045

Seller: Larry P. Medearis

Address: 624 Main Street, Oregon City, OR 97045

Charge Description	Borrower Charge	Borrower Credit
New Loan(s):		
Lender: Joe Rosenberry		
New Loan Amount - Joe Rosenberry		50,000.00
Title/Escrow Charges to:		
Closing-Escrow Fee to First American Title Insurance Company National Commercial Services	500.00	
OR Government Service Charge to First American Title Insurance Company National Commercial Services	25.00	
Policy-Standard ALTA 2006 Lender's to First American Title Insurance Company National Commercial Services	300.00	
Recording Fee 2013-027603 Trust Deed	73.00	
Cash (From) (X To) Borrower	49,102.00	
Totals	50,000.00	50,000.00

First American Title Insurance Company National
Commercial Services



CERTIFICATE OF PROPERTY INSL

DATE (MM/DD/YYYY)

06/10/2013

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Jeff Landstrom State Farm Insurance State Farm 19715 S. HWY 213 Oregon City, Or 97045		CONTACT NAME: Daniel Weisenburg PHONE (A/C, No. Ext): 503-518-7100 FAX (A/C, No): 503-518-7101 E-MAIL ADDRESS: Daniel.weisenburg.tefh@statefarm.com PRODUCER CUSTOMER ID: TEFH															
INSURED Larry Medearis/ Bridgeview Beer & Wine 622/624 Main Street Oregon City, Or 97045		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Farm Fire and Casualty Company	25143	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

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

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 622/624 Main Street Oregon City, OR 97045

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY				☒ BUILDING	\$ 300000
	CAUSES OF LOSS	DEDUCTIBLES			☒ PERSONAL PROPERTY	\$ 30000
	BASIC	BUILDING 1000			BUSINESS INCOME	\$
	BROAD	CONTENTS 1000			EXTRA EXPENSE	\$
☒	SPECIAL		97-BR-M452-2 F	10/05/2012	RENTAL VALUE	\$
	EARTHQUAKE			10/05/2013	BLANKET BUILDING	\$
	WIND				BLANKET PERS PROP	\$
	FLOOD				BLANKET BLDG & PP	\$
						\$
						\$
	INLAND MARINE	TYPE OF POLICY				\$
	CAUSES OF LOSS					\$
	NAMED PERILS	POLICY NUMBER				\$
						\$
	CRIME					\$
	TYPE OF POLICY					\$
						\$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

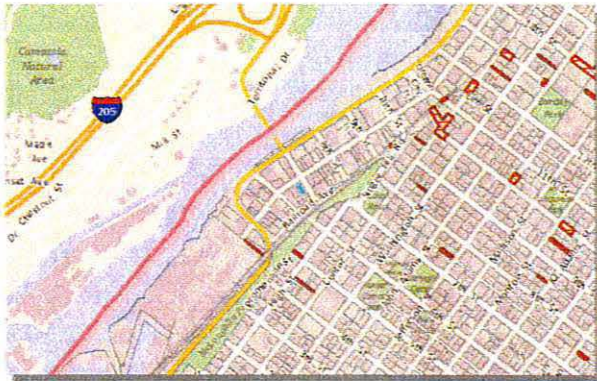
Additional Interest -
 Metro 600 NE Grand Ave Portland Oregon 97232-2799
 City of Oregon City/Urban Renewal Commission 605 Center Street Oregon City, Or 97045

CERTIFICATE HOLDER

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

Taxlot Detail Report**Taxlot: 2-2E-31AB-07000**

Overview Map

Taxlot Information

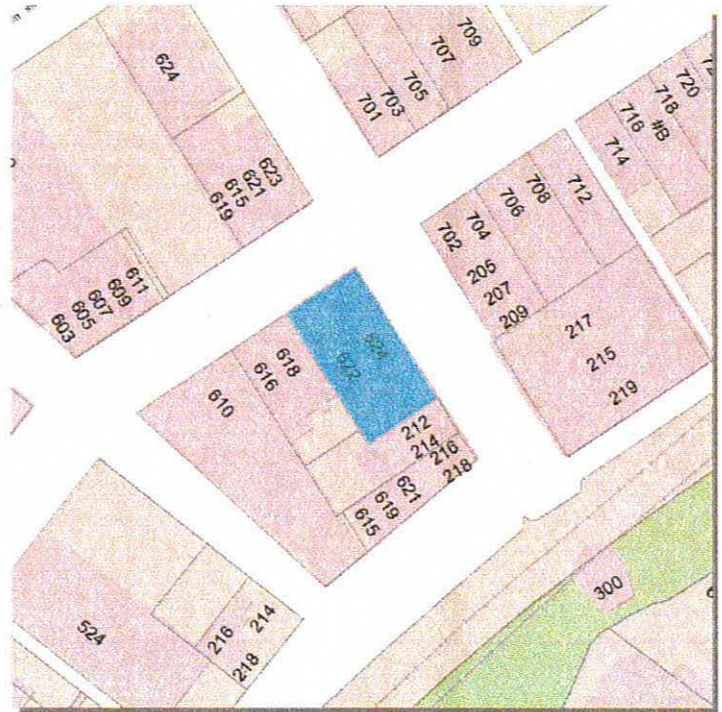
APN: 2-2E-31AB-07000

Alt ID: 00572552

Site Address: 624 MAIN ST

OREGON CITY, OR 97045

Year Built: 0



Taxlot highlighted in blue

Taxpayer Information

Taxpayer: LARRY P MEDEARIS

Address: 624 MAIN ST

OREGON CITY, OR 97045

Planning Designations

Zoning: MUD

- Mixed Use Downtown District

Comprehensive Plan: mud

- Mixed Use - Downtown

Subdivision: OREGON CITY

PUD (if known):

Neighborhood Assn: Two Rivers NA

Urban Renewal District: Downtown Urban Renewal Area

Historic District:

Historic Designated Structure? N

In Willamette Greenway? N

In Geologic Hazard? N

In Nat. Res. Overlay District (NROD)? N

In 1996 Floodplain? N

Reference Information

Parcel Area (acres - approx): 0.2

Parcel Area (sq. ft. - approx): 7,405

Twn/Rng/Sec: 02S 02E 31

Tax Map Reference: 22E31AB

Values

Values as of: 12/15/2011

Land Value (Mkt): \$103,251

Building Value (Mkt): \$46,300

Exempt Amount: \$0

Net Value (Mkt): \$149,551

Note: The values above are Market, NOT Assessed values.

Assessed Value: \$114,927

The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, surveying or navigation purposes. Notification of any errors is appreciated.

Report generated 6/19/2013 2:01 PM

City of Oregon City
PO Box 3040
625 Center St
Oregon City, OR 97045
(503) 657-0891
www.oregcity.org





City of Oregon City

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

File Number: 13-463

Agenda Date: 7/17/2013

Status: Agenda Ready

To: Urban Renewal Commission

Agenda #: 4e.

From: City Recorder Nancy Ide

File Type: Minutes

Minutes of the June 19, 2013 Regular Meeting



City of Oregon City

625 Center Street
Oregon City, OR 97045
503-657-0891

Meeting Minutes - Draft Urban Renewal Commission

Wednesday, June 19, 2013

5:00 PM

Commission Chambers

1. Convene Regular Meeting and Roll Call

Chair Roth called the meeting to order at 5:05 PM.

Present: 7 - Paul Edgar, Betty Mumm, Doug Neeley, Kathy Roth, Philip Yates, Carol Pauli and Rocky Smith

Staffers: 4 - Scott Archer, Nancy Ide, Wyatt Parno and Eric Underwood

2. Citizen Comments

There were no citizen comments.

3. Adoption of the Agenda

The agenda was adopted as presented.

4. Public Hearing

4a. 13-404 Resolution No. UR13-03, Adopting the Urban Renewal Budget, Making Appropriations and Declaring Tax Increment for the 2013-2015 Biennium

Wyatt Parno, Finance Director, requested adoption of the resolution which would adopt the Urban Renewal budget, set appropriations, and declare the City would request from the County Assessor the maximum amount of tax increment revenue for the Agency. He gave a background on the budget process. The total budget was 8.2 million dollars and was a biennial budget for 2013-2015. He then gave highlights of the budget.

There was discussion regarding flexibility of funds for unforeseen opportunities and debt servicing.

Chair Roth opened the public hearing. There was no public testimony. Chair Roth closed the public hearing.

A motion was made by Commissioner Edgar, seconded by Commissioner Mumm, to adopt Resolution No. UR13-03, adopting the Urban Renewal budget, making appropriations and declaring tax increment for the 2013-2015 biennium. The motion carried by the following vote:

Aye: 6 - Paul Edgar, Betty Mumm, Doug Neeley, Kathy Roth, Carol Pauli and Rocky Smith Jr.

Abstain: 1 - Philip Yates

5. General Business

5a. 13-387 Adaptive Reuse/Building Rehabilitation Program for 722 Main Street

Eric Underwood, Economic Development Manager, stated this application was brought to the Commission last month with a recommendation for denial because it did not meet the minimum threshold for the scoring. The Commission requested the applicant revise the application and they had done so. It now met the threshold and he recommended approval of an award of \$75,000. He listed what Phase 1 of the project would include.

Graham Peterson, resident of Oregon City, gave input on the project and why he thought it was important. This applicant was an owner/user and willing to spend above and beyond a typical investor. It was the best use for the building and the applicant was committed to high quality work. It was a visible location and window to Singer Falls and the Rotary art project. He thought it was money well spent.

Mr. Underwood said this was exciting from an economic development standpoint as it was a tremendous private investment and part of retaining and expanding a loyal Oregon City business.

The Commission discussed the prominence of the building and excitement for the project.

A motion was made by Commissioner Neeley, seconded by Commissioner Mumm, to approve the Adaptive Reuse/Building Rehabilitation Program for 722 Main Street. The motion carried by the following vote:

Aye: 6 - Paul Edgar, Betty Mumm, Doug Neeley, Kathy Roth, Carol Pauli and Rocky Smith Jr.

Abstain: 1 - Philip Yates

5b. 13-388 Storefront Improvement Grant for 722 Main Street

Mr. Underwood said at the last Commission meeting the Commission granted an award of \$15,800 for the Storefront Improvement Grant for 722 Main Street. The applicant revised this application adding more detail with windows, columns, and a cornice element. This would be a Phase 1 improvement to the Main Street side only. He recommended an award of \$31,376 for the project.

The Commission appreciated the effort made on bringing the building back to its original character.

Alex Jansen, applicant, explained how the moldings for the windows would be done. He had talked with the architect about the detailing and he liked the revisions better than the original plan.

A motion was made by Commissioner Mumm, seconded by Commissioner Pauli, to approve the Storefront Improvement Grant for 722 Main Street. The motion carried by the following vote:

Aye: 7 - Paul Edgar, Betty Mumm, Doug Neeley, Kathy Roth, Philip Yates, Carol Pauli and Rocky Smith Jr.

5c. 13-428 Minutes of the May 15, 2013 Regular Meeting

A motion was made by Commissioner Mumm, seconded by Commissioner Neeley, to approve the Minutes of the May 15, 2013 Regular Meeting. The motion carried by the following vote:

Aye: 6 - Paul Edgar, Betty Mumm, Doug Neeley, Kathy Roth, Carol Pauli and Rocky Smith Jr.

Abstain: 1 - Philip Yates

6. Future Agenda Items

Commissioner Edgar asked for an update on the sale of the two houses on High Street. Mr. Underwood had not had time to work on it. Commissioner Neeley thought the Blue Heron visioning process needed to be done first before consideration of selling the properties.

Commissioner Roth wanted to look into purchasing the property on 605 High Street to make a small park at the top of the elevator.

Commissioner Edgar suggested a conversation on properties in the City that would be advantageous to purchase.

Mr. Underwood would bring all of these property issues back to the Commission for discussion.

7. City Manager's Report

There was no City Manager's report.

8. Adjournment

Chair Roth adjourned the meeting at 5:45 PM.

Respectfully submitted,

Nancy Ide, City Recorder

COMMENT FORM



*****PLEASE PRINT CLEARLY*****

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND ADDRESS
- Limit Comments to 3 MINUTES.
- Give to the Clerk in Chambers prior to the meeting.

Date of Meeting 7-17-13 URC

Item Number From Agenda 4a

NAME:

Lloyd Purdy, Main St. Manager

ADDRESS:

Street: _____

City, State, Zip: _____

PHONE NUMBER:

E-MAIL ADDRESS:

SIGNATURE:

COMMENT FORM



*****PLEASE PRINT CLEARLY*****

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND ADDRESS
- Limit Comments to 3 MINUTES.
- Give to the Clerk in Chambers prior to the meeting.

Date of Meeting 7-17-13

Item Number From Agenda 4c

NAME:

SIMONE GOLDFEDER
CONSTRUCTIVE FORM ARCHITECTURE & DESIGN LLC

ADDRESS:

Street: 1337 SE 15TH AVE

City, State, Zip: PORTLAND, OR 97214

PHONE NUMBER:

503. 894. 9638

E-MAIL ADDRESS:

sgoldfeder@constructiveform.com

SIGNATURE:

[Signature]