URBAN RENEWAL AGENCY BOARD MEETING MINUTES JUNE 10, 2019

<u>DATE</u> WOODBURN HIGH SCHOOL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, JUNE 10, 2019

CONVENED The meeting convened at 6:52 p.m. with Chair Swenson presiding.

ROLL CALL

Present
Absent
Present

Staff Present: City Administrator Derickson, City Attorney Shields, Assistant City Administrator Row, Police Chief Ferraris, Community Development Director Kerr, Economic Development Director Johnk, Finance Director Montoya, Sr. Management Analyst Moore, Communications Coordinator Moore, City Recorder Pierson

CONSENT AGENDA

A. Urban Renewal Agency minutes of May 13, 2019

Carney/Ellsworth... adopt the Consent Agenda. The motion passed unanimously.

FISCAL YEAR (FY) 2019-2020 WOODBURN URBAN RENEWAL AGENCY BUDGET

Chair Swenson declared the hearing open at 6:54 p.m. for the purpose of hearing public input on the Agency's Budget for Fiscal Year (FY) 2019-2020. City Administrator Derickson provided a staff report. No members of the public wished to speak in either support or opposition of the budget. Chair Swenson declared the hearing closed at 6:55 p.m.

A RESOLUTION ADOPTING THE CITY OF WOODBURN URBAN RENEWAL BUDGET FOR THE FISCAL YEAR (FY) 2019-20; MAKING BUDGET APPROPRIATIONS; AND AUTHORIZING A CERTIFICATION TO THE MARION COUNTY TAX ASSESSOR

Carney/Ellsworth... approve the resolution adopting the budget and capital improvement plan, making appropriations, and imposing taxes for FY 2019-20. The motion passed unanimously.

<u>URG 2018-13: 290 YOUNG STREET (YOUNG ST LLC) – ADDITIONAL FUNDING REQUEST</u>

Economic Development Director Johnk provided a staff report. **Carney/Ellsworth...**approve additional funds from the Building Improvements Program Grant Application for Young St LLC for \$3,065 (50%) to cover unexpectedly higher costs to disconnect, move and reconnect the electrical and HVAC systems once the roof is replaced at 290 Young Street. The total estimate for the work from their preferred contractors (Creation Electric and Total Comfort, Inc.) is \$8,630. The motion passed unanimously.

ADJOURNMENT

Ellsworth/Morris... adjourn the meeting. The meeting adjourned at 7:00 p.m.

URBAN RENEWAL AGENCY BOARD MEETING MINUTES JUNE 10, 2019

		APPROVED_	
			ERIC SWENSON, CHAIR
ATTEST			
	Heather Pierson, City Recorder		
	City of Woodburn, Oregon		



Urban Renewal Agenda Item

July 22, 2019

TO: Urban Renewal Agency Chair and Members

FROM: Downtown Advisory Review Subcommittee (DARS)

Jamie Johnk, Economic Development Director

SUBJECT: Building Improvements Program Approval Guidelines, Policies and

Procedures (Goals 2,4,5)

RECOMMENDATION:

Pass the Resolution adopting the revised City of Woodburn Building Improvements Program Approval Guidelines, Policies and Procedures.

BACKGROUND:

The City established the Urban Renewal funded Building Improvements Program in 2011. The purpose of the Program is to provide assistance to businesses and property owners through grants and design services in an effort to promote improvements to buildings within the targeted redevelopment area. By supporting improvements to the interior and exterior of buildings, the program serves to improve the Woodburn's overall economic viability.

DISCUSSION:

Since inception, there have been revisions made to the program criteria and guidelines, (last revisions October 2017). As revitalization projects are completed, DARS and staff have identified areas where additional revisions to the Building Improvements Program could be made in order to maximize funds and promote additional investment and improvements.

DARS approved recommended revisions to the Building Improvements Program (copy attached) at their May 30, 2019 meeting. Most of the revisions are grammatical edits; however, recommendations are being made to the "Funding Available" section of the Guidelines as follows:

Funding Available

Funding is available on a first-come, first-served basis. The maximum grant amount award is \$50,000, per property/per application. There are two-three (23) building improvements program resources for an applicant to consider, as follows:

· Grant Program:

0	Exterior Grant	50% up to \$50,000
	(Excluding roof, sewer, and HVAC improvements)	
	 Applicant Match 	50%
0	Exterior Grant: Roof, Sewer, and HVAC Improvements	<u>25 %</u>
	Applicant Match	<u>75%</u>
0	Interior Grant Maximum	25 % up to \$50,000
	 Applicant Match 	75%

o Design Services Grant: Application Required

FINANCIAL IMPACT:

Funds would be awarded within the urban renewal program budget. No additional financial impacts are anticipated.

URBAN RENEWAL RESOLUTION NO. 2019-03

A RESOLUTION ADOPTING THE CITY OF WOODBURN BUILDING IMPROVEMENTS PROGRAM APPROVAL GUIDELINES, POLICIES AND PROCEDURES

WHEREAS, Resolution 2011-01, established the Downtown Grant and Loan Program in February 2011; and

WHEREAS, the procedures and guidelines for the Downtown Grant and Loan Program have been repeatedly modified, as needed, by the Urban Renewal Agency Board; and

WHEREAS, in May 2016 these procedures and guidelines were consolidated into one document entitled Building Improvements Program Procedures, and

WHEREAS, at their May 30, 2019 meeting, the Downtown Advisory Review Board (DARS) recommended adoption by the City Council of the City of Woodburn Building Improvements Program Approval Guidelines, Policies and Procedures in order to promote additional investment and improvements; NOW, THEREFORE,

THE WOODBURN URBAN RENEWAL AGENCY RESOLVES AS FOLLOWS:

Section 1. The City of Woodburn Building Improvements Program Approval Guidelines, Policies and Procedures attached hereto as Exhibit "A" are hereby adopted.

Section 2. Any previously adopted Program Procedures and guidelines that are inconsistent with the attached are hereby repealed.

Approved as to Form:	
City Attorney	Date
APP	ROVED:
,	Eric Swenson, Chair
Passed by the Agency Submitted to the Chair Approved by the Chair	
ATTEST:	
Heather Pierson, City Record City of Woodburn, Oregon	der

Page 1 - RESOLUTION NO. 2019-03

City of Woodburn

Building Improvements Program Approval Guidelines, Policies and Procedures

Funded By: City of Woodburn Urban Renewal Program







270 Montgomery Street | Woodburn, OR 97071 Phone: 503-980-6319

Email: <u>Jamie.johnk@ci.woodburn.or.us</u>

City of Woodburn Building Improvements Program

Purpose of the Program

The City of Woodburn Urban Renewal Agency is providing an incentive program designed to promote improvement to the buildings within targeted redevelopment areas. By enhancing the appearance of buildings, the program serves to improve the area's overall economic viability. Better aesthetics increase property values, improve the marketability of space within the buildings and draws business and residents to the area.

Target Areas

The current building improvement program target areas is the within the existing Urban Renewal boundaries (see map attached) with a primary focus to downtown Woodburn.

Application Process

Applications for the Building Improvements Program will be available from the City's Economic Development Office or online at the City of Woodburn's website (http://www.ci.woodburn.or.us). Applicants will be required to complete the program application and provide a project timeline, conceptual or architectural drawings, specifications, and breakdown of costs for the proposed building improvement work. Proposals must pass a threshold review for eligibility and will then be reviewed for quality and impact of the proposed improvements by the Downtown Advisory Review Subcommittee (DARS). After review and consideration, DARS makes funding recommendations to the City of Woodburn Urban Renewal Agency (URA) for final approval. Approval of applications will be considered based on strength of proposals and economic development impact to en-the community.

Eligibility

All property and business owners willing to improve the exterior or interior of properties located within the designated <u>urban renewal</u> program area may be eligible to participate. <u>in this program</u>. An applicant may leverage Building Improvements Program funds to secure other financial resources. Property owners may receive assistance for more than one building based on funding availability. Business owners must submit a signed acknowledgement from the property owners authorizing participation in the Building Improvements Program.

Eligible buildings include any commercial or mixed-use building located within the designated program area (*see map attached*). New commercial construction may be considered for this program; however, additional design review criteria may be required. Individual residences are <u>not</u> eligible for funding. If a percentage of the commercial building is used for residential purposes, consideration may be given for program <u>eligibilitysupport</u> <u>for that portion used for commercial purposes.</u> Buildings will not be required to be occupied to be eligible for this program.

During the application process, applicants will be required to demonstrate financial capacity to meet the program match-funding requirements and must be current on all property taxes, mortgages, insurance and City utilities.

Eligible Activities

Building improvement activities must involve the general upgrading of a building's exterior and/or interior with improvements that enhance the overall appeal and preservation of a property. All improvements must comply with the City of Woodburn's design standards and must be approved by the Downtown Advisory Review Subcommittee (DARS) and the Urban Renewal Agency (URA) Board.

Examples of Eligible Activities

 Masonry repairs, tuck-pointing, cornice repair and other repairs to preserve the character and historical significance of architectural details 	Side and rear building façades improvements
 Storefront reconstruction including painting and stucco repair/replacement 	 Interior/exterior lighting and energy efficiency upgrades
Window and door repair or replacement	 Interior renovation and repairs
Awnings and canopies	Seismic upgrades
Roof repairs/replacement	ADA accessibility and cCode related improvements
Repair/replacement of gutters and down spouts	Restore/repair flooring
Construction of decking and stairs	Environmental remediation
 Permanent exterior signage integrated into the storefront design 	HVAC, electrical, plumbing improvements and repairs

Examples of Non-Eligible Activities

Unapproved signage	Conversion of use
Billboards	Refinance of existing debt
Property acquisition	Working capital
Parking lots	Payment of delinquent taxes
 Temporary, portable or non-permanent improvements 	Incomplete, previously funded projects

Funding Available

Funding is available on a first-come, first-served basis. The maximum grant amount award is \$50,000, per property/per application. There are two-three (23) building improvements program resources for an applicant to consider, as follows:

• Grant Program:

0	Exterior Grant	50% up to \$50,000	
	(Excluding roof, sewer, and HVAC improvements)		
	Applicant Match	50%	
0	Exterior Grant: Roof, Sewer, and HVAC Improvements	<u>25 %</u>	
	 Applicant Match 	<u>75%</u>	
0	Interior Grant Maximum	25 % up to \$50,000	
	Applicant Match	75%	
0	Design Services Grant: Application Required		

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The applicant will be <u>reimbursed</u> by program funds upon completion of the project followed by a site inspection and submission of a "Completed Work Statement" along with the required supporting materials. The project must be completed within twelve (12) months of the grant award. Consideration of a six (6) month extension may be approved by DARS or the URA Board with submission of an Extension Request Form from the applicant along with a project timeline reflecting a completion date. If the grant-funded project is not completed in the timeline specified, the grant will be withdrawn, without prejudice, allowing the applicant to re-apply at a later date.

Financing Policies

- Reimbursements: All grants are funded on a reimbursement basis following completion of the project. The total reimbursement for all forms of building improvement assistance shall not exceed \$50,000 per project.
- <u>Site Inspection</u>: Prior to disbursement of grant funds, the City will conduct a site inspection of the property in order to verify that all of the work as prescribed in the funding application has been completed. In addition, the applicant will be required to submit a "Completed Work Statement" along with the required supporting documents in order to process reimbursement. Reimbursement will not be made until the site inspection made and Statement has been submitted to and approved by the City's Economic Development Director.
- <u>Taxes, Licenses and Insurance Requirements</u>: At the time of application, property and/or business owners
 must be current on property taxes, city fees and utilities and must have adequate property insurance.
 Recipients of Building Improvement Program funds must adhere to the following during the grant funding
 period:
 - o If the applicant is the property owner, retention of the property for the duration of the project; grant funds are not transferrable.
 - Maintain property insurance during improvement period.
 - Operate in compliance with all applicable local, state, and federal codes, laws, and regulations.
 - o Maintain the property improvements after improvements are completed.
 - o Remain current on city and county property taxes for the duration of the project.

Non-compliance with any of the above mentioned items shall be considered in default and may constitute repayment of all or a portion thereof of the grant funds awarded through the Building Improvements Program.

Design Guidelines

Eligible proposals will be required to conform the Urban Renewal Goals. These goals are provided to assure appropriateness of the proposed work and to provide for compatibility with the Urban Renewal funding criteria. Where appropriate, the City of Woodburn may also require adherence to design standards that complement the historic downtown area and how the proposed improvements impact other the historic significance of the subject property and properties within their vicinity.

Urban Renewal Goals to address in the application process include:			
☐ Eliminate Conditions of Blight—Address blighted conditions including underutilized land and/or deteriorated buildings and structures			
Promote Economic Development— Enhance the downtown's attractiveness as a place to live, work, or seek entertainment			
☐ Create Jobs — Bring new employers and employment opportunities to Woodburn			
Community Benefit — Create amenities for the Woodburn community			
Physical Impact – Improve the attractiveness of the property and downtown			
Review Committee			
Applications will be reviewed by DARS to ensure an equitable process and that the application meets all applicable program criteria. After review, DARS will make recommendation to the URA Board to either approve or deny the application. If the application is denied, the applicant has the opportunity to appeal the decision directly to the URA.			
Architectural Drawings and Specifications			
Applicants will be required to include a detailed description of the proposed improvements along with architectural drawings and specifications (where applicable) as part of their application.			
If architectural assistance for design of improvements is needed, the Program provides a <i>Design Services Grant</i> for architectural assistance.			
Application Requirements			
Application packages must include enough documentation to illustrate the impact of the project, costs, and compliance with the Urban Renewal Guidelines. Failure to provide required information will delay the review and approval process.			
Supplemental documents required at the time of application include:			
☐ A completed application form			
☐ Written consent from property owner giving permission to conduct building improvements (if applicable)			
☐ Color photographs of existing conditions			
 Samples of materials and colors to be used and other documentation necessary to illustrate the visual impact of the proposed project 			
Proposed project completion schedule			
Applicant must attempt to provide three (3) competitive proposals from licensed and bonded contractors will be required on portions of the project that exceed \$2,500. If applicant is unable to acquire qualifying proposals, applicant may bequest in writing consideration of waiver of the three-bid process. Proposals should give detailed information about the work to be completed, the costs, and the project completion schedule. All proposals must include an authorized signature (electronic signatures will not be accepted) as well a CCB# and full address. Once a project is awarded, contractors cannot be changed unless new proposals have been submitted for review and authorization by the DARS.			

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In the event that a property owner is a licensed contractor and is proposing to perform work on their own properties, said property owner must furnish at least two (2) qualifying proposals other than their own for consideration (for projects over \$2,500).
Owners and merchants may also perform work on their own buildings; however, they will not be reimbursed for their time while acting as contractor and/or installing material. Material costs and labor of employees are reimbursable if documentation on the number of hours worked on the project by the employees, the rate of pay, etc. is provided.

Application Amendment

Acknowledging that once improvements are underway circumstances may require changes to the original scope of the project. Therefore, an amendment to an application due to project scope may be considered after award of the grant. An amendment request will be required in writing, prior to work beginning, clearly stating the changes to the project scope and circumstances prompting said change. Review and approval of the amendment by DARS and/or URA Board is required unless circumstances prevent prior notice, at which time applicant must contact City staff prior to work beginning.

Request for Reimbursement Requirements

Reimbursement can be expected in approximately three (3) to six (6) weeks after all of the required documentation has been submitted and reviewed:

Completed Work Statement Form W-9 Copies of all paid invoices, canceled checks, and/or bank statements for all of the building improvement
work covered by grant. These must equal to or greater than the required grant match (where applicable). All project expenditures must be paid in full. The invoices must be marked paid, signed, and dated by the contractors.
Lien waivers cannot be substituted for canceled checks or bank statements. Photographs of completed project.

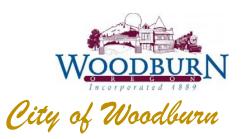
Contact Information

For additional information on the City of Woodburn Building Improvement Program, please contact:

Jamie Johnk, Economic Development Director City of Woodburn 970 Cascade Drive | Woodburn, OR 97071

Phone: 503-980-6319

Email: Jamie.johnk@ci.woodburn.or.us



Building Improvements Program

APPLICATION	Exterior Grant	Interior Grant	Design Services
APPLICANT INFORMA	ATION		FOR OFFICE USE ONLY
Name:			Application Date:
Phone:			Approval Date:
Tax ID number:			Amount Awarded:
PROPERTY OWNER IN	FORMATION		
Property Address:			
Name:		Phone/Email:	
Address:		City:	St: Zip:
Owner's Signature:			Date:
BUSINESS AND / OR P	ROJECT INFORMATION		
Name of Business:		Business Ow	ner's Name:
Address:		Phone:	
City:	State:	Zip:	
Type of Business:		Upper Floor U	Jse:
PROPOSED IMPROVE	MENTS		
	☐ Interior Improvements	■ Exterior Impression	ovements
Description:			
Estimated Cost of Imp	provements: \$		

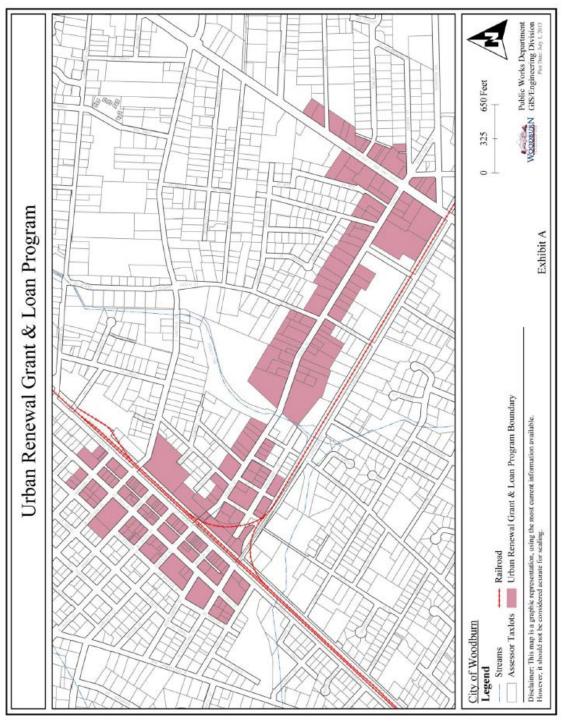
CERTIFICATION BY APPLICANT

The Applicant certifies that all information provided in this application is true and complete to the best of the Applicant's knowledge and belief. The Applicant represents to the City that this Agreement has been duly authorized by all necessary action on the part of the Applicant and no other corporate or other action on the part of the Applicant is legally required. If the Applicant is not the owner of the property to be rehabilitated, the Applicant certifies that it has the legal authority to sign and enter into an agreement to perform the proposed work on the building. Evidence of this legal authority must be attached.

Applicant acknowledges and agrees the Agency sha providing materials or performing labor or to cause t that may be recorded against the above property in co	he release of any mechanics or other liens
Applicant's Signature	
ACKNOWLEDGMENT BY PROPERTY OWNER (if di	ifferent than Applicant)
The Property Owner hereby acknowledges all the about the Agency shall have no obligation to pay any perso or to cause the release of any mechanics or other lies property in connection with the proposed improvement	ns providing materials or performing labor ns that may be recorded against the above
Property Owner's Signature	

City of Woodburn

Building Improvements Program Boundary Map





Urban Renewal Agenda Item

July 22, 2019

TO: Urban Renewal Agency

FROM: Downtown Advisory Review Subcommittee (DARS)

Jamie Johnk, Economic Development Director

SUBJECT: URG 2018-14: 553 N. Front Street (Casa Marquez) - Additional

Funding Request (Goals 2,4,5)

RECOMMENDATION:

That the Urban Renewal Agency award \$6,872.50 to Enrique Marquez/Casa Marquez Restaurant (Applicant) for improvement of the property located at 553 N. Front Street.

BACKGROUND:

The Urban Renewal Agency approved the initial funding application at the May 13, 2019 URA meeting (DARS approved at the May 2, 2019 meeting). The Applicant's original request for funding was made to remove and repair a small portion of the roof around the HVAC unit, however once contractors were on site to scope the work, they discovered additional damage to the roof requiring a complete re-roof and repairs, thus resulting in an addition request for funding.

PROPOSAL:

The Applicant has requested additional Program assistance to complete the repair and re-roof of the building and has submitted the required documents to support the application. The Applicant reached out to four roofing companies to re-bid this scope of work; however only two bids was received in response to the request. Staff recommends considering the application with the two bids submitted due to the condition of the roof.

The overall revised cost of the exterior improvements (repairs and re-roof) for the property located at 553 N. Front Street:

Agenda Item Review: City Administrator ___x__ City Attorney ___x__ Finance __x__

	Additional Request	Initial Request	Total Funding Requests	%
Building Improvement Program	\$ 6,872.50	\$2,627.50	\$ 9,500	50%
Property Owner Match	\$ 6,902.50	\$2,597.50	\$ 9,500	50%
Total Improvements	\$13,775.00	\$5,225.00	\$19,000	

PROGRAM CRITERIA:

- The property is located at 553 N. Front Street and within the Urban Renewal District.
- The proposal complies with the downtown architectural design standards and signage standards. Making exterior improvements and upgrades to the building.
- The project encourages greater marketability of the Urban Renewal Grant and Loan District. Repairs to the property will provide preserve the current use of the property.
- The proposal will complement the existing surrounding community.
 Making repairs to the property will enhance the overall appeal of downtown Woodburn and provide economic opportunities to business.
- The project design works toward restoring the building as closely to its original design as possible. *Not applicable*
- That building interiors are improved with a focus on addressing coderelated improvements. *Not applicable*
- The project is in the public interest. The Urban Renewal Program specifically identifies the need to improve buildings within Woodburn's Urban Renewal Grant and Loan District.

SUMMARY AND CONCLUSION:

The Program is intended to encourage and assist business and property owners to invest in the Urban Renewal District. This Application reflects the intent of the program by making repairs to the property and maintaining the useful life of the building and the value to the business environment to downtown Woodburn.

CONDITIONS OF APPROVAL:

- 1. There is a 50% match requirement required for exterior improvements through the Program. Invoices must be submitted for reimbursement. No grant money will be disbursed until the project is completed and is approved by the Agency.
- 2. Grant and loan funds may be used for materials and services provided by licensed contractors.
- 3. Projects shall be completed within one year of approval in order to be eligible for reimbursement. Grants provide for a single payment after receipts are provided and all completed work is accepted by the City.
- 4. Licensed contractors will complete all work.

Attachments:

Supporting Documents

M&A Oregon Construction, LLC CCB# 219096

Angel Hernandez

(971)444-9306 Po Box 537

 $M \ t \ A \ n \ g \ e \ I \ O \ R \ 9 \ 7 \ 3 \ 6 \ 2$

I propose as general contractor to do the following, remove current roof
Remove all damaged plywood
Spray with liquid against mold
Install new plywood where necessary
Add insulation to the whole roof
Add tpo metal on sides/edges
Wrap 3 pipes with tpo
Wrap air conditioner too
Total repair is 35 sq feet of new tpo roofing
Remove all debris

Labor and material \$ 19,000

required of all contractors by state law. Owner agrees to parties by arbitration.	settle any disputes between the
SIGNATURE	DATE

Cosa Marquez

All Phaze Construction

10204 N Oswego Portland, or 97203

Phone: (503) 960-5056

Email: paulinenath77@gmail.com

Estimate #

000063

Date

06/03/2019

Business /

CCB # OR - 189888 CCB#

Tax #

Wa - ALLPHPC838PF

Description	Quantity	Rate	Total
roof	1.0	\$25,000.00	\$25,000.00
the removal of the current roof, damage plywood. then spray with liquid against mold, install new plywood where necessary and add insulation to the whole roof add tpo metal on side/edges wrap air conditioner too total repairs 35sq feet of new tpo roofing removal of debris			

\$25,000.00
\$25,000.00

Notes:

labor and material 3-year labor guarantee and material 50 yr g

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		angel			

WOODBURN URBAN RENEWAL PROGRAM

THIS GRANT AGREEMENT ("Agreement"), effective upon the last date of signatures below, is entered into between the Woodburn Urban Renewal Agency, a component unit of the City of Woodburn, Oregon ("Grantor"), and **Enrique Marquez** an ("Grantee") (collectively the "Parties").

WHEREAS, Grantor has established a Woodburn Building Improvements Program Grant Fund ("the Program") to encourage property and/or business owners to improve their buildings as a means of upgrading the physical characteristics of Woodburn and improve the value of buildings by preserving the thriving historic character of the Woodburn downtown;

WHEREAS, Grantee is the lessee of real property located at **553 N. Front Street, Woodburn, Oregon**, which is located within the City of Woodburn's Urban Renewal Grant & Loan Program Boundary, and which is legally described as follows: Map and Tax Lot 051W18AB04400 ("Property"); and

WHEREAS, Grantee intends to make improvements to the Property and wants to participate in the Grantor's Program pursuant to the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

- 1. <u>Improvement Reimbursement</u>. Grantor shall reimburse Grantee an amount not to exceed fifty percent (50%) of the total cost for eligible Improvements made to the Property, up to a total grant amount of \$2,627.50 dollars (eligible "Improvement(s)" defined in Section 2.1. below). Costs incurred by Grantee that are eligible for Grantor reimbursement include those for labor, materials, equipment, and other contract items necessary to complete the Improvements.
- 2. <u>Conditions of Reimbursement</u>. Grantor's reimbursement to Grantee will be conditioned upon the following:
 - 2.1. <u>Construction of Improvements</u>. Grantee agrees to complete improvements at the Property as defined in the grant application and approved by Grantor at its **May 13, 2019**, Urban Renewal Agency Meeting. Said improvements are attached as Exhibit A (as a whole, Exhibit A describes, defines, and encompasses the agreed upon "improvements").

- 2.2. <u>Modifications to Improvements</u>. Grantee acknowledges that once construction on improvements is underway that circumstances may arise that require changes or modifications be made to the original scope of the project. If such circumstances arise, Grantee shall adhere to the Program's application amendment procedures prior to commencing a modified scope of work under this Agreement.
- 2.3. Access to Property & Inspections. As part of the construction process, Grantee shall make the Property available to Grantor or its designee for inspection. As part of any inspection, Grantor will periodically review the progress of the work on the improvements pursuant to this Agreement. All work that is not in conformance with the approved plans, design drawings, and specifications shall be immediately corrected by Grantee, and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings, and specifications.
- 2.4. <u>Final Inspection of Improvements</u>. Upon completion of the Improvements, Grantee shall schedule a final inspection of the Property with the Grantor. Grantor will deem final inspection satisfactory where improvements made to the Property conform to the approved plans, design drawings, and specifications, and shown to be fully completed in a good and workman like manner.
- 2.5. Reimbursement Procedure. Following a satisfactory final inspection, Grantee shall submit to Grantor a contractor statement showing the full cost of the work completed as well as each separate component amount due to any contractor and subcontractor involved in furnishing labor, materials, or equipment necessary to complete the improvements. Additionally, Grantee shall submit to Grantor proof of payment of all costs pursuant to contractors' statements, as well as final lien waivers from all contractors and subcontractors. Grantor shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers, issue a check to Grantee for the reimbursable amount permitted under Section 1.
- 3. <u>Schedule for Improvements</u>. Improvements made to the Property under the terms of this Agreement shall be carried out by the Grantee as efficiently as possible and completed within one (1) year from the Effective Date of this Agreement (the "Improvement Completion Date"). If Grantee fails to complete the improvements and gain a satisfactory final inspection from the Grantor by the Improvement Completion Date, and fails to obtain an extension as provided for in Section 4, the grant award will be deemed forfeited, this Agreement will terminate, and Grantor shall have no further financial obligation to Grantee under this Agreement.

- 4. <u>Extension of Time to Complete Improvement</u>. The Woodburn Urban Renewal Agency Board, at its sole discretion, may extend the improvement Completion Date for an additional period, not to exceed six (6) months, pursuant to a written extension request received from Grantee prior to the occurrence of the improvement completion date.
- 5. <u>Maintenance of Improvement</u>. Upon completion of the improvements, and for a period of five (5) years thereafter, Grantee shall be responsible for properly maintaining said Improvements in finished form and without change or alteration. Grantee shall not enter into any Agreement or take any other action to change or remove said improvements without the prior approval of Grantor, which shall not be unreasonably withheld.
- 6. <u>Grantee's Representations & Warranties</u>. The Grantee represents and warrants to the Grantor as follows:
 - 6.1. <u>Organization</u>. Grantee is a validly existing limited liability company in good standing under the laws of the jurisdiction where it was legally established.
 - 6.2. <u>Authority</u>. Grantee is the owner of record and has approved the improvements planned under this Agreement.
 - 6.3. <u>Statements, Exhibits, and Other Materials</u>. All statements, exhibits, or other written materials required to be furnished under this Agreement by Grantee do not and will not contain any statement, which is false or misleading with respect to any material fact, and do not and will not omit to state a material fact necessary in order to make the statement therein not false or misleading.
 - 6.4. <u>Building & Construction Permits</u>. All required building and construction permits needed by Grantee to make improvements to the Property have been or will be properly obtained from the City of Woodburn and Marion County prior to the commencement of work under this Agreement.
- 7. <u>Indemnification</u>. Grantee shall hold harmless, defend, and indemnify the Grantor, its officials, officers and employees from any and all claims, actions, suits, charges and judgments whatsoever, including reasonable attorney's fees, resulting from or relating to any: (i) Misrepresentation; (ii) Breach of Warranty; or (iii) Performance or nonperformance of Grantee under this Agreement.

- 8. Relationship of the Parties. Nothing in this Agreement is intended, or is to be deemed to create a partnership or joint venture between the Parties. Grantee shall at no time hold itself out as a subsidiary or affiliate of the Grantor. Further, nothing contained herein shall be deemed or construed by the Parties, nor by any third parties, as creating a relationship between the Grantor and any officers, employees, volunteers, suppliers, contractors, or subcontractors used by Grantee to carry out activities under this Agreement.
- 9. <u>Ownership</u>. All Improvements made to the Property is work that has been approved by the property owner and will be completed by Grantee. Grantor has no rights to, and will not claim right to any Improvements made under this Agreement, except as provided for under Section 5.
- 10. <u>Termination</u>. This Agreement terminates as follows:
 - 10.1. <u>Mutual Consent of Parties</u>. This Agreement may be terminated upon the mutual consent of both parties.
 - 10.2. <u>Expiration of the Agreement</u>. This Agreement terminates upon the expiration of time provided for Grantee's performance, the Improvement Completion Date defined under Section 3.
 - 10.3. <u>Grantor's Right to Terminate for Cause</u>. The Grantor may terminate this Agreement, in whole or in part, immediately upon notice to the Grantee, where Grantee fails to perform certain covenants or obligations required by this Agreement, and where such failure is not cured within ten (10) business days after delivery of notice of breach by the Grantor, or such longer period as the Grantor may specify.
- 11. <u>Nondiscrimination</u>. Grantee shall comply with all applicable federal, state, and local laws, rules and regulations on nondiscrimination in employment on the basis of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.
- 12. <u>Governing Law</u>. This Agreement is governed by and construed in accordance with the laws of the State of Oregon.
- 13. <u>Non-Assignment</u>. Grantee shall not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Grantor.
- 14. <u>No Third Party Beneficiaries</u>. No provision of this Agreement is intended or will be construed to confer upon or give to any person or entity other than the Parties to this Agreement any rights, remedies, or other benefits under or by reason of this Agreement.

15. <u>Notification</u>. Any Notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when personally delivered or mailed by Certified mail, to the respective address of each party as follows:

If directed to Grantor:

City of Woodburn, Attn: Jamie L Johnk, Economic Development Director 970 Cascade Drive Woodburn, Oregon 97071

If directed to Grantee:

Enrique Marquez 5970 SW Erickson Avenue Beaverton, OR 97005

- 16. <u>Severability</u>. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 17. Merger Clause; Waiver. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the Grantor to enforce any provision of this Agreement shall not constitute a waiver by the Grantor of that or any other provision

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature specified below.

GRANTOR	GRANTEE	
Woodburn Urban Renewal Agency	Enrique Marquez	
	· Cle-	
Scott Derickson	Property	
City Administrator	Owner	
5/15/2019	5-21-19	
Date	Date	

EXHIBIT A

GRANTEE'S IMPROVEMENTS (plans, design drawings, specifications, and estimates)



Urban Renewal Agenda Item

May 13, 2019

To:

Urban Renewal Agency (URA)

From:

Downtown Advisory Review Subcommittee (DARS)

Jamie Johnk, Economic Development Director

Subject:

URG 2018-14: 553 N. Front Street (Casa Marquez) (Goal 2,3)

RECOMMENDATION:

DARS is recommending to the Urban Renewal Agency approval of the Building Improvements Program Grant Application (Program) from Enrique Marquez/Casa Marquez Restaurant (Applicant) for \$2,627.50; 50% of the overall cost of exterior improvements of \$5,225 on the property located at 553 N. Front Street.

BACKGROUND:

The Applicant has a restaurant (Casa Marquez) in downtown Woodburn. In an effort to maintain the building, the Applicant discovered an area on the roof requiring immediate attention. Therefore, the property owner (Applicant) is proposing to make the required repairs and has requested URA Building Improvement Grant Program funds to assist with the cost.

PROPOSAL:

The Applicant has requested Program assistance to complete the required roof repairs to the exterior of the building and has submitted the required documents to support the application. DARS reviewed application and determined that the scope of the project meets the criteria outlined in the guidelines.

The overall cost of the exterior improvements for the property located at 553 N. Front Street:

Building Improvements Program Grant

\$ 2,627.50

Estimated cost of all improvements

\$ 5,225.00

Percentage of grant

50%

Re: URG 2018-14: 553 N. Front Street (Enrique Marquez/Casa Marquez)
Page 2

PROGRAM CRITERIA:

- The property is located at 553 N. Front Street and within the Urban Renewal District.
- The proposal complies with the downtown architectural design standards and signage standards. Making exterior improvements and upgrades to the building.
- The project encourages greater marketability of the Urban Renewal Grant and Loan District. Repairs to the property will provide preserve the current use of the property.
- The proposal will complement the existing surrounding community. Making repairs to the property will enhance the overall appeal of downtown Woodburn and provide economic opportunities to business.
- The project design works toward restoring the building as closely to its original design as possible. Not applicable
- That building interiors are improved with a focus on addressing coderelated improvements. Not applicable
- The project is in the public interest. The Urban Renewal Program specifically identifies the need to improve buildings within Woodburn's Urban Renewal Grant and Loan District.

SUMMARY AND CONCLUSION:

The Program is intended to encourage and assist business and property owners to invest in the Urban Renewal District. This Application reflects the intent of the program by making repairs to the property and maintaining the useful life of the building and the value to the business environment to downtown Woodburn.

CONDITIONS OF APPROVAL:

- 1. There is a 50% match requirement required for exterior improvements through the Program. Invoices must be submitted for reimbursement. No grant money will be disbursed until the project is completed and is approved by the Agency.
- 2. Grant and loan funds may be used for materials and services provided by licensed contractors.
- 3. Projects shall be completed within one year of approval in order to be eligible for reimbursement. Grants provide for a single payment after receipts are provided and all completed work is accepted by the City.
- 4. Licensed contractors will complete all work.



Urban Renewal Agenda Item

July 22, 2019

TO: Urban Renewal Agency

FROM: Downtown Advisory Review Subcommittee (DARS)

Jamie Johnk, Economic Development Director

SUBJECT: URG 2019-01: 425 N. First Street (Monte Alban) (Goals 2,4,5)

RECOMMENDATION:

That the Urban Renewal Agency award \$15,750 to Tienda Monte Alban (Applicant) for improvement of the property located at 425 N. First Street.

BACKGROUND:

The Applicant leased the property at 425 N. First Street for a retail market and has completed substantial improvements to the building interior (funded in part by URA funds). The next phase of their business plan is to install a commercial hood and suppression system in order to prepare and serve food as part of their operations.

PROPOSAL:

Moving more expeditiously than first anticipated with phase II of their business expansion, Tienda Monte Alban has submitted a URA Program application for phase II improvements, which include the installation of a commercial restaurant hood, fire suppression system, electrical panel, gas line, mechanical drawings, permits, and related installations.

The Applicant has provided three (3) estimates for the installation and improvements, however only one of the contractors provides an estimate and scope of work that includes the mechanical drawings and complete installation requirements. Since the mechanical drawings are not completed, the Applicant is estimating the cost of the permit fees to be \$5,000, however this is a "not to exceed" amount and will be adjusted accordingly.

Agenda Item Review: City Administrator __x__ City Attorney __x_ Finance __x__

Re: URG 2019-01 - 425 N. First Street (Tienda Monte Alban)

Page 2

The overall cost of the interior improvements for the property located at 425 N. First Street:

Building Improvements Program Grant \$15,750 Estimated cost of all improvements \$57,998 Percentage of grant 25%

PROGRAM CRITERIA:

- The property is located at 425 N. First Street and within the Urban Renewal District.
- The proposal complies with the downtown architectural design standards and signage standards. Making interior improvements and upgrades to the building.
- The project encourages greater marketability of the Urban Renewal Grant and Loan District. Repairs to the property will provide marketability of the property for current and future tenancy.
- The proposal will complement the existing surrounding community. Occupying the building with a retail store as well as making repairs and improvements to the property will enhance the overall appeal of downtown Woodburn and provide economic opportunities to the tenants and to the property owner.
- The project design works toward restoring the building as closely to its original design as possible. *Not applicable*
- That building interiors are improved with a focus on addressing coderelated improvements. These improvements are a requirement for the applicant to operate a restaurant in this building.
- The project is in the public interest. The Urban Renewal Program specifically identifies the need to improve buildings within Woodburn's Urban Renewal Grant and Loan District.

SUMMARY AND CONCLUSION:

The Program is intended to encourage and assist business and property owners to invest in the Urban Renewal District. This Application reflects the intent of the program by making improvements/repairs to the property and maintaining the useful life of the building. In addition, a retail occupant in

Re: URG 2019-01 - 425 N. First Street (Tienda Monte Alban)

Page 3

the building will add value to the business environment to downtown Woodburn.

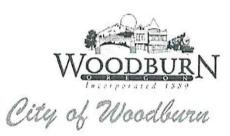
CONDITIONS OF APPROVAL:

- 1. There is a 75% match requirement required for interior improvements through the Program. Invoices must be submitted for reimbursement. No grant money will be disbursed until the project is completed and is approved by the Agency.
- 2. Grant and loan funds may be used for materials and services provided by licensed contractors.
- 3. Projects shall be completed within one year of approval in order to be eligible for reimbursement. Grants provide for a single payment after receipts are provided and all completed work is accepted by the City.
- 4. Licensed contractors will complete all work.

Attachments:

Building Improvements Application Supplemental Documents:

Estimates



Building Improvements Program

ADDUCATION =	
APPLICATION Exterior Grant Interior G	rant Design Services
APPLICANT INFORMATION	FOR OFFICE USE ONLY
Name: Armando Dominguez	Application Date:
Phone: 563-381-4553	Approval Date:
Tax ID number: 47-4082462	Amount Awarded:
PROPERTY OWNER INFORMATION	
Property Address: 425-445 N. First S	7 .
Name: CHAY LLC. Phone/E	
Address: 1720 Willamette Falls CityDr.	. West Links: OR Zip.
Owner's Signature:	Date:
	4
USINESS AND / OR PROJECT INFORMATION	Ima Neredal &
Name of Business: Trenda Monte Alban Business	s Owner's Name: Armando Doming
Address: 425 -445 N. First St. Phone:	563-982-5325
	97071
	loor Use:
ROPOSED IMPROVEMENTS	
	Improvements
Description: Phase I Improvements	54.
· Install restaurant h	vod, \$57,998
exhaust hard, gas	
electrical panel su	
. +	
System & mechanical	
· Permits (NTE \$ 5000)	\$ 5000
Estimated Cost of Improvements: \$ 62,998	
	URA (25%) \$ 15.750
	Applicant \$ 47 248 Page 7
	Applicary \$47,248 Page 17

CERTIFICATION BY APPLICANT

The Applicant certifies that all information provided in this application is true and complete to the best of the Applicant's knowledge and belief. The Applicant represents to the City that this Agreement has been duly authorized by all necessary action on the part of the Applicant and no other corporate or other action on the part of the Applicant is legally required. If the Applicant is not the owner of the property to be rehabilitated, the Applicant certifies that it has the legal authority to sign and enter into an agreement to perform the proposed work on the building. Evidence of this legal authority must be attached.

Applicant acknowledges and agrees the Agency shall have no obligation to pay any persons providing materials or performing labor or to cause the release of any mechanics or other liens that may be recorded against the above property in connection with the proposed improvements.

	7-9-19
Applicant's Signature	Date
ACKNOWLEDGMENT BY PROPERTY OWNER (if dif	fferent than Applicant)
The Property Owner hereby acknowledges all the above the Agency shall have no obligation to pay any person or to cause the release of any mechanics or other liens property in connection with the proposed improvemen	is providing materials or performing labor s that may be recorded against the above
Property Owner's Signature	

HM&V Contractors

Licensed - Bonded - Insured P.O Box 1231, Clackamas, OR 97015

Proposal

Date: 07/08/18 MONTE ALBAN

Work to be Performed Under This Proposal

1	Mechanical Drawings to obtain permits	
2	Permits and electrical repairs not included	
НО	OD CONTRACTOR OF THE CONTRACTO	
3	Furnish and Install the following:	
	16 ft Type I Hood	
	Exhaust fan	
L	Make-up air system	
	Curbs for exhaust fan and make-up air	
	Duct work for hood according to CFM's	
<u> </u>	with 16' galvanized sheeting	
l	Fire wrap insulation for duct work	
	(as required per OSMC)	
	Tall ceiling charge for duct and insulation	
	Open roof & set curbs	
	Furnish & Install Stainless steel flashing	
	Floor reparation not included	
Kitchen Equipment		
4	Installation of kitchen equipment	
	according to code	
(Eq	uipment hoses provided by client)	

Sub Total \$47,597,00

Gas line	\$3,896,0
Proposed (Hood installation)	\$47.597,00
Upgrades Fire Suppresion Electric Control Panel	\$4,234,00 \$2,273,00
Total	\$57.998.00

Fire	Suppression permit fee not included	
5 Pyrochem Fire Suppression System		
	KNIGHT II-UE300 Listed	
	PCL 300 450 600	
	Listed System Layout drawings	
	Fire Suppresion Permit Not Included	
	Sub Total \$4,234,00	

	ectric Control Panel
	Digital prewire lightning relay kit. Hood lighting elay & terminal blocks. Up to 1400W of lighting.
Ì	
Th	ermistor Cable - 18/2 AWG plenum rated.
Us	sed for thermistor duct stat.

Sub Total \$2,273,00

Gas	Line		
7	Furnish and Install the following:		
	Gas line - indoors only		
	Equipment Regulators		
	(according to equipment BTUs) General Gas Safety valve Individual Gas Safety valve for each equipmen Installation of Fire Suppression Safety valve		
	Sub Total \$3,896		

other than the ones mentioned above, such as air testing or structural changes, the client agrees to pay for any work that is over the normal scope of mechanical installation.

This proposal is only valid for 30 days from today's date.

^{**}If the city has additional requirements



Date	Proposal #
7/2/2019	5901

CCB #145983

Tienda Mexicana Monte Alban	
425 N. 1st St.	
Woodburn, OR 97071	

		Project	
Description	Qty	Cost	Total
Provide and install a 16'-8" type I wall canopy hood system. This includes a Captive Aire hood with all welded exhaust duct work, double layer fire rated duct wrap, fan mounting curbs, grease rated exhaust fans, non-tempered make-up air fan, s/s wall flashing under the hood, crane charge, air balancing, hood to ceiling trim, electrical control panel, plans & permits. Does not include any plumbing or electrical work.	1	34,500.00	34,500.00
Add for seismic engineering, if required, for hood permits.	1	1,000.00	1,000.00
Add for a UL 300 listed fire suppression system	1	4,000.00	4,000.00
Add for tempered, (heated/cooled) make-up air	1	5,000.00	5,000.00
budget estimated to provide gas piping to the appliances under the hood. Out-of-state sale, exempt from sales tax	Ĭ	5,000.00 0.00%	5,000.00 0.00
Does not include mechanical drawings.			
Please call us @ 503-692-3368 if you have any questions regarding this proposal	Total		\$49,500.00

Signature				
ACTION SERVICES AND ACTIONS				

Phone #	Fax#	E-mail
5036923368	888-959-8198	scott@cameronsinstallations.com

Date	Proposal#
6/26/2019	18-0322

Res	AFFORDAI EUUTU SALES & IN	nt Te	

PROFESSIONALS-EXPERIENCED-LICENSED-BONDED-INSURED OR CCB# 199914 WA CCB# AFFORRH873ME WWW.AFFORDABLERESTAURANTHOODS.COM SALES@AFFORDABLERESTAURANTHOODS.COM 2121 SOUTH EAST OCHOCO STREET PORTLAND, OREGON 97222-9202 P(503) 805-1463 F(503) 232-1461

Customer Name / Address

TIENDA MEXICANA MONTE ALBAN Armando Nocedal 425 N. 1ST ST. WOODBURN, OR 97071

Ship To

TIENDA MEXICANA MONTE ALBAN Armando Nocedal 425 N. 1ST ST. WOODBURN, OR 97071

Description

Thank you for the opportunity to provide you with a proposal for your exhaust hood system. The exhaust hood system is one of the most critical pieces of equipment in any food establishment. It is intricate and complex. It requires extensive and specific knowledge for proper installation. Please note that installing such a system requires several licensed contractors (a mechanical contractor, a fire suppression contractor, an electrical contractor, a plumber, a roofing contractor, and structural engineer). It may be more cost-effective for you to assign such tasks to other contractors already working for you than hiring an independent contractor for a specific function. In your proposal, we are giving you the option to retain your contractors for the "excluded services" or hire us to do everything as you see fit. Whatever you decide is best for you we will get the job done on time and as proposed. We are professional, experienced, licensed, bonded, and insured. Additionally, for your peace of mind, our bond is a combined commercial and residential in the amount of \$95,000.00, not the minimum \$20,000.00 required from residential contractors. Please contact me with any questions.

Best, Ramez Makboul.

SCOPE OF WORK: This proposal to provide labor and material to install the following kitchen ventilation system (two 9' canopy hood (class I with fire suppression Systems), two rooftop grease exhaust fans, one heated make-up air supply with evaporator, one fire suppression systems, and one electrical control box) only and, as specified below and subject to the Authority Having Jurisdiction (AHJ) approval of the system design and specification before commencing any work and ordering of any equipment and supplies for this job. Also, see CaptiveAire Quote #3802101 for equipment details, specifications, and pricing.

CUSTOMER RESPONSIBILITY: Customer shall provide Contractor with an approved premise's design, roof and site plan, equipment layout, and list with manufacturer specification at its own cost.

Demo:None.

EQUIPMENT LIST: Please, see CaptiveAire quote# 3802101 for equipment specification and cost.

Also, we add 10% to these prices for contractor mark up. And the 10% is not included in this proposal.

EQUIPMENT(S) UNDER HOOD: Cooking equipment must be verified before the ordering of hood equipment. Any changes to equipment type, size, or sequence will require a new quote to the fire suppression system and fans CFM's. Any changes made to cooking equipment once the hood material is ordered will need a field change order to execute at an additional charge. Customer must provide equipment(S) specification sheet to the contractor. The following cooking equipment to be placed under the hood from left to right: TBD.

DUCTING AND SUPPLIES: All-welded grease duct system (custom design, fabrication, and transportation). Double-layer fire rated duct wrap on the interior of the building only, and within 18" to combustibles as required by the code. The makeup air ducting is none exposed.

Total



Date	Proposal #	
6/26/2019	18-0322	

PROFESSIONAL S-EXPERIENCED	-LICENSED-BONDED-INSURED
OR CCB# 199914	WA CCB# AFFORRH873ME TAURANTHOODS.COM
WWW.AFFORDABLERES	FAURANTHOODS.COM
SALESWAFFORDABLERES	12000 STREET
PORTLANDORE	GON 07222-0202
P(503) 805-1463	GON 97222-9202 F(503) 232-1461
r (503) 805-1403	1 (503) 232-1401

Customer Name / Address

TIENDA MEXICANA MONTE ALBAN Armando Nocedal 425 N. 1ST ST. WOODBURN, OR 97071

Ship To

TIENDA MEXICANA MONTE ALBAN Armando Nocedal 425 N. 1ST ST. WOODBURN, OR 97071

Description

WALL FLASHING: Stainless steel paneling behind cooking equipment and hood only plus an additional 18" on each side of the hood per. Please note if the walls and the corners are not built or installed properly, the stainless steel panels will not look perfect depending on the severity of the condition of the walls and corners. Additional charges may apply for any modifications if required by the Customer.

CAPTURE AND CONTAINMENT TEST: Field test and, visually verify capture and containment performance of the exhaust system conducted with all appliances under the hood at operating temperatures.

PERMITS AND PERMIT FEE RESPONSIBILITY: Contractor provides the mechanical permit and the automatic fire suppression permit only. All permit fees are the responsibility of the customer and will be added to the contract price below, including the city business license fee (except for City of Portland and Metro) if required from the Contractor.

PLANS: Drawing plans for the City, Fire Marshall's office, or Authority Having Jurisdiction (AHJ), including travel time and submission.

ROOF: Three roof penetration (one for Make-up air and two for the exhaust fans only). Electrical, plumbing or gas penetration by others. Customer General Contractor is responsible for the roof penetrations, patching, and repair.

CRANE SERVICE: One scheduled crane Service per job with no more than four hours per service call, and equipment rental for our use only.

SHIPPING: Shipping includes one shipment only, delivered to the job site address listed on this proposal. The customer is responsible for shipping charges on any items shipped early.

AIR BALANCE OR PERFORMANCE TEST: A performance test will be conducted upon completion and before final approval of the installation of a ventilation system serving commercial cooking appliances. The test will verify the rate of exhaust airflow(out), makeup airflow(in) and proper operation of the hood only. Balancing of the AC and heating units to the hood, and third-party balancing reports are the responsibility of others. Also, the customer acknowledges that their heating and air conditioning unit(S) is capable of handling the shortfall of the hood make-up air unit of at least 10% of the exhaust to make-up rate.

INSTALLATION: For the above-quoted equipment and ductwork systems.

EXCLUSIONS: Electrical, plumbing, structural work, carpentry, final roofing, screening, skirting, welding,ceilings, alarms, sprinklers, patch, site conditions, after hours work, equipment rental, engineering, design review or special inspections. PAYMENT TERMS: Equipment cost plus 50% of the proposal price, and 35% is due when the equipment delivered to the customer location and hoods are installed, 10% is due when the hood's duct, exhaust fan, and makeup air are installed, and the final 5% is due upon the hood system is fully installed prior to final mechanical inspection.

. Does not include mechanical drawings.

Total



Date	Proposal #
6/26/2019	18-0322

Restaurant Hoods
SALES & INSTALLATION

PROFESSIONALS-EXPERIENCED-LICENSED-BONDED-INSURED OR CCB# 199914 WA CCB# AFFORRH873ME WWW.AFFORDABLERESTAURANTHOODS.COM SALES@AFFORDABLERESTAURANTHOODS.COM 2121 SOUTH EAST OCHOCO STREET PORTLAND, OREGON 97222-9202 P(503) 805-1463 F(503) 232-1461

Customer Name / Address

TIENDA MEXICANA MONTE ALBAN Armando Nocedal 425 N. 1ST ST. WOODBURN, OR 97071

Ship To

TIENDA MEXICANA MONTE ALBAN Armando Nocedal 425 N. 1ST ST. WOODBURN, OR 97071

Description

IMPORTANT INFORMATION CONCERNING THIS PROPOSAL: The information contained herein is for your informational purposes only and is not a contract. If you are interested in purchasing the product and services identified above, your purchase will be governed by our then-current terms and conditions. This quote contains some information about the products listed but does not list all of the conditions of sale including rules regarding cancellation, return and exchange. The actual wording of the term and conditions of any subsequent customer order will govern in all cases of and discrepancy with this quote. The products described are subject to change without notice at any time. The prices quoted herein are available for 45 days from the date of this proposal after which time this quote will expire and be of no effect.

TOTAL HOOD PROPOSAL:

PLEASE MAIL YOUR PAYMENT TO OUR NEW ADDRESS:

AFFORDABLE RESTAURANT HOODS

5145 SE MCLOUGHLIN BLVD.

PORTLAND, OR 97202

OREGON

Total

\$22,200.00