



Kent Taylor Civic Hall
200 NE Second Street
McMinnville, OR 97128

**McMinnville Urban Renewal Agency Meeting Agenda
Tuesday, January 14, 2020**

6:00 p.m.

1. CALL TO ORDER
2. PRESENTATION
 - a. McMinnville Urban Renewal Advisory Committee Annual Report
3. RESOLUTION
 - a. Consider **Resolution 2020-01**, A Resolution to Enter Into and Manage a Development Agreement with the Bindery Event Space, 610 NE Fourth Street for the Historic Rehabilitation of a Historic Warehouse.
4. ADJOURNMENT

Kent Taylor Civic Hall is accessible to persons with disabilities. A request for an interpreter for the having impaired or for other accommodations for persons with disabilities should be made a least 48 hours before the meeting to the Claudia Cisneros, City Recorder (503) 435-5702.



City of McMinnville
Planning Department
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7311
www.mcminnvilleoregon.gov

STAFF REPORT

DATE: January 14, 2020
TO: Mayor and City Councilors
FROM: Heather Richards, Planning Director
SUBJECT: URA Resolution No. 2020-01: Approving a Development Loan for Type A Press dba the Bindery Event Space at 610 NE Fourth Street

STRATEGIC PRIORITY & GOAL:



ECONOMIC PROSPERITY

Provide economic opportunity for all residents through sustainable growth across a balanced array of traditional and innovative industry sectors.

Report in Brief:

This is the consideration of URA Resolution No. 2020-01, approving a development loan for Type A Press dba the Bindery Event Space at 610 NE Fourth Street. The project consists rehabilitating a historic warehouse with the addition of a full sprinkler system, plumbing and electrical improvements, seismic retrofitting, additional restrooms and modified exits for a meeting/event/small conference center facility in McMinnville's historic downtown..

Background:

On January 24, 2017, the McMinnville Urban Renewal Board approved Resolution 2017-03, authorizing the McMinnville Urban Renewal Advisory Committee (MURAC) to implement a Development Loan/Grant program to encourage new construction, tax base and job creation in the McMinnville Urban Renewal District as part of the Development Assistance Program described in the adopted McMinnville Urban Renewal Plan.

Development Loan/Grant Program: Up to 20% of the overall project costs and not to exceed \$100,000, that can be independently negotiated with each project and is discretionary relative to whether or not it is a loan or grant depending upon the amount of value that the project brings to the district, both in terms of taxable improvement and jobs, as well as community value. All development loans and grants over \$5000 must be approved by the Agency after review and recommendation by the McMinnville Urban Renewal Advisory Committee. All development loans and grants must be accompanied by a development agreement.

The purpose of the Development Loan and Grant program is to provide an ongoing source of gap financing for new construction or substantial rehabilitation projects that provide an immediate increase in

assessed value and support additional goals in the McMinnville Urban Renewal Plan which are outlined below.

Qualifying projects must satisfy ALL of the following conditions, which this project does:

- ✓ Be located within the boundaries of the McMinnville Urban Renewal District.
- ✓ Be new construction or substantial rehabilitation projects that increase assessed value and create jobs.
- ✓ Comply with all federal, state and city codes.
- ✓ Leverage at least four dollars of private investment for each dollar of urban renewal financing. (Leverage will be 4 dollars of private investment for 1 dollar of urban renewal financing.)
- ✓ Address two or more of the following urban renewal strategy goals:
 - ✓ **ECONOMY:** Encourage the economic growth of the Area as the commercial, cultural, civic, and craft industry center for McMinnville.
 - ✓ **ENCOURAGE A UNIQUE DISTRICT IDENTITY:** One intent of the Plan is to enhance the physical appearance of the district, create a pedestrian environment that encourages the development and redevelopment of active uses such as shopping and entertainment, and support commercial, civic, and craft industrial business activity.
 - ✓ **DOWNTOWN COMMERCIAL CORE**
The downtown commercial core should be a regional destination as well as the commercial center for the citizens of McMinnville. Its identity should enhance and preserve the qualities of the downtown, including its historic heritage, that make it an economically healthy, attractive, and unique environment for people to live, work, shop, and socialize.
 - NORTHEAST GATEWAY**
The Northeast Gateway area should be a unique destination that reflects the authenticity of historic and current uses within the area – a place where things are crafted, experienced, and enjoyed, and a place where you can live, work, and play.
- HOUSING:** Promote development of affordable, quality housing in the Area. Promote a residential development pattern that is land intensive and energy efficient, provides for an urban level of public and private services, and allows unique and innovative development techniques to be employed in residential designs.
- ✓ **HISTORIC PRESERVATION:** Enhance sites and structures of historical, cultural and/or architectural significance.
- ✓ **DEVELOPMENT AND REDEVELOPMENT:** Pursue development and redevelopment opportunities that will add economic, civic, craft industry, and cultural opportunities for the citizens of McMinnville, economically strengthen the Area, and attract visitors to the Area.

Discussion:

The applicant originally applied in December, 2018 for \$45,000 for a \$225,000 project to rehabilitate the former warehouse building into an event space.

However at that time the applicant only had construction bids for \$120,000 of the work as construction documents were still being prepared and the design team was still working through some building code issues with the Building Official.

Per the process outlined in Resolution No. 2017-03, the McMinnville Urban Renewal Advisory Committee (MURAC) reviewed the Bindery Event Space request at their meeting on January 9, 2019. A subcommittee of the McMinnville Urban Renewal Advisory Committee (MURAC) reviewed the request and recommended a loan of \$24,500 at a rate of 2.25% in order to get some of the work underway with an invitation to the applicant to come back with all bid when they were ready. MURAC voted to approve that recommendation at their meeting on January 9, 2019.

The applicant then submitted revised construction bids for a total of \$205,211, including the work that was originally proposed and is underway. At their meeting on January 8, 2020, MURAC voted to approve the development loan request for \$41,000 or 20% of the overall project costs.

Recommended Terms:

- Loan – Ten Year Loan for \$41,000 to Type A Press dba Bindery Event Space for a historic rehabilitation project at 610 NE Fourth Street. Interest to be 2.25%. Payments made semi-annually. The first two years of the loan period will be an interest only payment period. If the loan is paid in its entirety within five years, 10% of the remaining portion of the loan at the time of payoff will be forgiven.
- Recording - Loan will be recorded on the deed of the property.
- Personal Guarantee – One of the members of the Type A Press dba Bindery Event Space will provide a personal guarantee for \$41,000 for the life of the loan if the Agency's loan is not secured in a first position on the property.
- Payback Provision - Pay in full if the building is sold within the loan period.

The Development Agreement will consist of an Agreement describing terms of the loan, as well as a Trust Deed and Promissory Note. The Agency already has templates for these documents that have been reviewed by legal counsel.

Attachments:

- URA Resolution No. 2020-01
- Original Application
- Revised bids for the rehabilitation of the warehouse at 610 NE Fourth Street into the Bindery Event Space.

Fiscal Impact:

Total fiscal impact is \$41,000.

The McMinnville Urban Renewal Agency budgeted \$245,000 for development assistance in FY 19-20. Of that \$150,450 has been committed to projects (see table below), including \$24,500 for this project, leaving \$94,550 of uncommitted funds.

If the McMinnville Urban Renewal Agency approved the \$41,000 for this project, that would amend the original loan commitment by an additional \$16,500, leaving \$78,050 for the remainder of the fiscal year.

DEVELOPMENT ASSISTANCE COMMITMENTS FY 19/20:

PROJECT	LOAN	GRANT
ATTICUS		\$20,000
BOTTENS – NE GATEWAY		\$5,000
GRANARY ROW	\$71,000	
THE BINDERY	\$24,450	
HURL – NE GATEWAY		\$10,000
BOUTIQUE RETREAT		\$10,000
DELUXE HOTEL		\$5,000
MECA ART GALLERY		\$5,000
TOTAL: \$150,450	\$95,450	\$55,000

Action / Recommended Motion:

“I move to approve Resolution No. 2020-01, authorizing the McMinnville City Manager to enter into a Development Agreement with Type A Press dba the Bindery Event Space for the historic rehabilitation project at 610 NE Fourth Street per the terms and structure outlined in this staff report.”

RESOLUTION NO. 2020- 01

A Resolution of the McMinnville Urban Renewal Board authorizing the McMinnville City Manager or designee to enter into and manage a Development Agreement with Type A Press dba the Bindery Event Space for the historic rehabilitation of a historic warehouse at 610 NE Fourth Street into an active meeting, event and conference center facility.

RECITALS:

Some of the McMinnville Urban Renewal Agency's (Agency) goals are to encourage the economic growth of the McMinnville Urban Renewal Area (Area) as the commercial, cultural, civic and craft industry center for McMinnville; to encourage a unique district identify both in the downtown commercial core and the Northeast Gateway area; and pursue development and redevelopment opportunities that will add economic, civic, craft industry and cultural opportunities for the citizens of McMinnville, economically strengthen the Area and attract visitors to the Area.

In order to achieve these goals, the Agency developed a Property Assistance Program to encourage new construction and significant redevelopment projects in the Area per Resolution No. 2017-03.

As part of the Property Assistance Program, the McMinnville Urban Renewal Board authorized the development of a Development Loan and Grant program.

Type A Press dba the Bindery Event Space applied for \$41,000 from this Development Loan and Grant program to help rehabilitate a historic warehouse at 610 NE Fourth Street into a new downtown event center, with total project costs of approximately \$205,211. The request for \$41,000 is approximately 20% of the total hard construction costs of the project.

The McMinnville Urban Renewal Advisory Committee reviewed the request at their meeting on Wednesday, January 8, 2020, and voted unanimously to recommend that the McMinnville Urban Renewal Agency fund the project with a \$41,000 loan.

The McMinnville Urban Renewal Board feels that this project achieves the overall goals and objectives of both the McMinnville Comprehensive Plan and the McMinnville Urban Renewal Plan.

And the McMinnville Urban Renewal Agency feels that an investment of \$41,000 in this project is a valuable investment for the Agency and the community of McMinnville helping to leverage urban renewal funds for significant historic rehabilitation of a warehouse into an event space in the downtown area, revitalizing a blighted area, creating jobs, tax base for public services and an economic generator for other businesses in the area.

The McMinnville Urban Renewal Agency has budgeted for this effort as part of the "Planning and Development Assistance Program" identified in the McMinnville Urban Renewal Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE MCMINNVILLE URBAN RENEWAL AGENCY as follows:

1. That a loan of \$41,000 with a payback period of ten years and an interest rate of 2.25% is approved for the Bindery Event Center project. Funds should only be used for approved capital costs. The first two years of the loan period will be an interest only payment period. If the loan is paid in its entirety within five years, 10% of the remaining portion of the loan at the time of payoff will be forgiven. Payments will be made semi-annually on December 31 and June 30 of each year.
2. That the Agency will secure a personal guarantee from one of the members of the Type A Press dba The Bindery Event Space to pay back the loan if the business becomes non-performing.
3. That the loan will be recorded on the deed of the property.
4. That the loan plus interest will be paid back to the Agency in full if the building is sold within five years of the disbursement of the loan.
5. That the loan is dependent upon successful underwriting review per the program's criteria.
6. The McMinnville City Manager or designee is authorized to execute a Development Agreement and such other documents as are necessary to carry out this decision.
7. This Resolution will take effect immediately upon passage.

Adopted by the Board of the McMinnville Urban Renewal Agency at a regular meeting held the 14th day of January, 2020 by the following votes:

Ayes: _____

Nays: _____

Approved this 14th day of January, 2020.

CHAIR OF THE URBAN RENEWAL BOARD

Approved as to form:

CITY ATTORNEY

MCMINNVILLE URBAN RENEWAL AGENCY DEVELOPMENT LOAN/GRANT PROGRAM

PROGRAM SUMMARY AND APPLICATION

Purpose:

Provide an ongoing source of gap financing for new construction or substantial rehabilitation projects that provide an immediate increase in assessed value and support additional goals identified in the McMinnville Urban Renewal Plan.

Qualifying Projects:

Qualifying projects must satisfy ALL of the following conditions:

- Be located within the boundaries of the McMinnville Urban Renewal District. Please see attached map.
- Be new construction or substantial rehabilitation projects that increase assessed value and create jobs.
- Comply with all federal, state and city codes.
- Leverage at least four dollars of private investment for each dollar of urban renewal financing.
- Address two or more of the following urban renewal strategy goals:
 1. **ECONOMY:** Encourage the economic growth of the Area as the commercial, cultural, civic, and craft industry center for McMinnville.
 2. **ENCOURAGE A UNIQUE DISTRICT IDENTITY:** One intent of the Plan is to enhance the physical appearance of the district, create a pedestrian environment that encourages the development and redevelopment of active uses such as shopping and entertainment, and support commercial, civic, and craft industrial business activity.

DOWNTOWN COMMERCIAL CORE

The downtown commercial core should be a regional destination as well as the commercial center for the citizens of McMinnville. Its identity should enhance and preserve the qualities of the downtown, including its historic heritage, that make it an economically healthy, attractive, and unique environment for people to live, work, shop, and socialize.

NORTHEAST GATEWAY

The Northeast Gateway area should be a unique destination that reflects the authenticity of historic and current uses within the area – a place where things are crafted, experienced, and enjoyed, and a place where you can live, work, and play.

3. **HOUSING:** Promote development of affordable, quality housing in the Area. Promote a residential development pattern that is land intensive and energy efficient, provides for an urban level of public and private services, and allows unique and innovative development techniques to be employed in residential designs.
4. **HISTORIC PRESERVATION:** Enhance sites and structures of historical, cultural and/or architectural significance.
5. **DEVELOPMENT AND REDEVELOPMENT:** Pursue development and redevelopment opportunities that will add economic, civic, craft industry, and cultural opportunities for the citizens of McMinnville, economically strengthen the Area, and attract visitors to the Area.

Ineligible Projects: The following types of projects are not eligible for the loan program.

- Minor maintenance or aesthetic improvement projects not associated with larger rehabilitation work
- Tenant improvement projects not associated with larger rehabilitation work that otherwise would qualify the project.
- Residential projects unless they are 4 units or more, or mixed-use projects.
- Projects that will dislocate existing residents or businesses
- Land or building acquisition loans

Key Terms:

(These can be applied at the discretion of the McMinnville Urban Renewal Board)

- Interest rate of Wall Street Journal Prime rate at time of issuance of loan commitment or as determined to be in the by the City and the Urban Renewal Board at its sole discretion.
- Except when deemed by the Urban Renewal Board to be both necessary for the success of the project and in the best interest of the City and the Urban Renewal District, loan cannot exceed 20% of construction costs.
- Borrowing entity must have 10% equity in project.
- Interest only payments during construction.
- Draw down loan (i.e. interest accrues only on portion drawn).
- Pay-in commensurate with construction progress or as negotiated.
- Loan will be secured by lien on real estate,
- Personal guaranty required,

- 15-year term starting at earlier of completion of construction or final draw

Conditions and Considerations:

1. All projects are to be approved by the McMinnville Urban Renewal Board, following a recommendation to approve, approve with conditions, or deny by the McMinnville Urban Renewal Advisory Committee (MURAC) Review Subcommittee. The project must be found to meet the program criteria and underwriting criteria **and** to be in the best interest of the City and the Urban Renewal Agency.
2. If the Property is located within the Downtown Design Overlay District, the City and its designated committees/commissions and/or the McMinnville Downtown Association Design Review Subcommittee will review the plans for conformance with the Design Overlay District Standards.
3. Loan decisions, underwriting standards, loan terms and collateral requirements will be entirely at the discretion of the City. The project must be feasible and have an acceptable prospect of repayment.
4. The City of McMinnville will lien the property for the value of the loan. The City of McMinnville may request a title report on the property, which will be subject to attorney review at the discretion of the City Manager. In addition to the lien, property owners must sign a promissory note and guaranty for the repayment of the funds. The Urban Renewal Agency may deny any loan based on the Title Report or the number of liens upon the property.
5. All loans made under this program are subject to availability of program funds. Once the loan is repaid, the lien will be released from holding.
6. All projects shall comply with the City of McMinnville Development and Building Code, including the historic preservation provisions if applicable.

CITY OF MCMINNVILLE URBAN RENEWAL BOARD DEVELOPMENT LOAN/GRANT PROGRAM INTAKE FORM

4. **Development Program (if new construction)—Summarize proposed development including square footage by proposed occupancy, proposed site improvements, other key project components.**

N/A _____

5. **Substantial Rehabilitation Program (if adaptive reuse) Describe all major building systems to be rehabilitated or replaced and proposed occupancy. If existing tenants will be effected describe plans to minimize impacts on tenants during construction.**

Change of use to A2 Occupancy - Assembly Space from current printing/warehouse/office use. Addition of sprinkler system, additional ADA restroom capacity, outward swinging doors , tree removal and replacement, add fire alarms. Including added fixtures for catering kitchen and outdoor lighting.

6. **Historic Resources- Describe if building or property has any historic resources and plans to comply with requirements associated with historic resources.**

Secondary significant contributing

7. **Design Review Consistency— Describe if building is located within the Downtown Design Overlay Zone and plans to ensure building meets requirements for this district.**

The exterior improvements were reviewed to meet the Facade Improvement Grant requirements, approved by the City of McMinnville.

8. **Budgeted Project Costs:**

Property acquisition:	N/A
Demolition (if any):	N/A
Environmental Remediation (if any):	N/A
Hard Construction Costs:	\$100,000
Third Party Consultant Fees:	\$5,000

Fees Paid to Any Related Party*:	\$0
Financing Fees (application fees, origination fees):	TBD
Construction Period Interest and Carrying Costs:	TBD
Other (please specify): tenant improvements	\$120,000
TOTAL PROJECT COSTS:	\$225,000

*Including Developer Fees and any financing or consulting Fees to be paid to a party with an identity of interest with applicant or property owner.

9. Proposed Sources:

Existing land or building value (if property owned by applicant):	N/A
Other owner equity (should be 10% of project costs minimum):	\$75,000
Tax credit equity (i.e. New Market, Historic, or Low Income Housing Tax Credits):	N/A
Conventional Loans:	\$150,000
Subsidized Loans:	N/A
Redevelopment Opportunity Fund Loans:	N/A
Other sources:	N/A
TOTAL PROJECT COSTS:	\$225,000

10. Team Members:

General Contractor (if selected)

Firm: Haworth Construction

Primary Contact: Troy Haworth

Address: (503) 472-2452

Phone: 13500 SW Hwy 99W Cell Phone: _____ Email: troy@haworthinc.net

Legal Form: Sole Proprietorship Partnership Corporation

Profit Non-Profit

Tax ID Number: [REDACTED]

CCB# [REDACTED]

Is there an identity of interest with Applicant or Property Owner? no

Property Manager/Operator (if selected)

Name: Chelsey Nichol

Address: 628 NE Fourth Street, McMinnville, OR 91278

Phone: [REDACTED] Cell Phone: _____

Email: chelsey@typeapress.com

Legal Form: Sole Proprietorship X Partnership Corporation

Profit Non-Profit

Tax ID Number: _____

Is there an identity of interest with Applicant or Property Owner? __yes__

Primary Lender (if identified)

Bank: Citizen's Bank

Primary Contact: Teresa Smith

Address: 455 NE Baker St, McMinnville, OR 97128

Phone: 503-472-1794 Email: TSMI@citizensEbank.com

Tax ID Number: 93-0462799

Secondary Lender (if identified)

Bank: _____

Primary Contact: _____

Address: _____

Phone: _____ Email: _____

Tax ID Number: _____

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. 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 proposed work on the building. Evidence of this authority must be attached.

Applicant Signature: _____ Date: 11/7/18 _____

Return Application To:

Planning Director
City of McMinnville
231 NE 5th Street
McMinnville, OR 97128

Checklist Items for Underwriting Approval

Underwriting Review:

Prior to committing Urban Renewal Funds to a project, the Urban Renewal Agency will make a determination as to whether the project adequately supports urban renewal goals, is feasible, poses an acceptable risk to the agency and is in the best interest of the City and the Agency. In order to make this determination, the Agency may require the following items. Please meet with the Planning Director to determine what will be required.

- ✓ **Market Analysis:** A third party market analysis prepared to prevailing professional standards identifying at minimum: demand for product, primary market, competitors, achievable rents/room rates/ticket prices, and anticipated capture rate. (This requirement may be waived for public projects.)
- ✓ **Appraisal:** A third party appraisal prepared to current Uniform Standards of Professional Appraisal Practice (USPAP) standards identifying land and stabilized improvement value, expected operating income, expected operating expenses, and expected net operating income. Appraisal should include consideration of cost, sales comparable, and income approaches to determination of value.
- ✓ **Financial Proforma:** Developer's financial proforma identifying sources and uses, monthly cash flow during construction period, and annual cash flow waterfall from start of start of construction through year 20 of stabilized operations.
- ✓ **Environmental Analysis:** Phase I ESA meeting current ASTM standards completed in past 180 days and reflecting current site conditions. The cost of mitigating any identified environmental risks must be specifically addressed in the financial analysis and construction contract.
- ✓ **Development Team History:** Narrative history and schedule of experience developing projects for similar uses and scope. Primary applicant should provide a schedule of any commercial real estate projects currently owned including occupancy and debt service coverage ratios. Executive officers of applicant must authorize a personal background check.
- ✓ **Development Team Financial Capacity:** Equity source must provide certified financial statement, schedule of real estate owned, and verification of account balances to demonstrate capacity to fund required equity contribution as well as potential cost overruns.
- ✓ **Property Management Experience History:** Proposed property manager must be identified and have successful track record of operating similar facilities. Please provide a narrative history of company and schedule of properties under management including occupancy and current debt service coverage ratios.
- ✓ **Preliminary Property Management/Operator Agreement-** Agreement should specify services provided by Manager as well as fee schedule.

- ✓ **Construction Plans:** Copy of plans submitted for building department approval.
- **Physical Condition Needs Assessment:** For all adaptive reuse projects, a PCNA Report shall be prepared which shall identify the condition of all building systems and include a schedule of anticipated capital repairs for a 20-year period.
- ✓ **General Contractor Experience History:** The general contractor must demonstrate a track record of successfully completing similar projects and the capacity to complete the proposed project. The contractor shall provide a history of completed projects from the last 5 years with references and a financial statement indicating sufficient capitalization to complete the project. In cases where there is a related party interest between the General Contractor and the Developer, the Agency will require a separate third party construction cost review.
- ✓ **Construction Bid** including draft construction contract.
- ✓ ***Third Party Construction Cost Review.** Review of plans and construction costs to be engaged by City. City may agree to utilize reviewer engaged by primary lender.
- ✓ **Financing commitments:** Executed commitments from other lenders indicating the amount, interest rate (or interest rate index), term and special conditions are required.

The City reserves the right to engage its own reports or analyses to verify or clarify information provided by Applicant or consultants engaged by the applicant.

Checklist Items for Closing

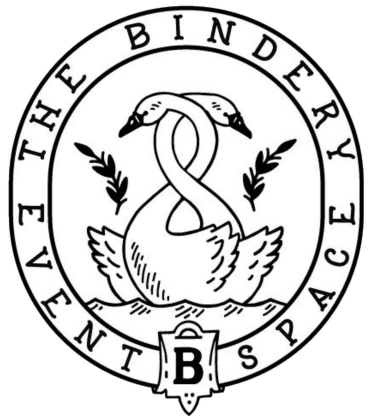
Prior to closing the City will at minimum require the following items.:

- **Executed Construction Contract and General Conditions:** An executed fixed price contract and general conditions in a form acceptable to the Urban Renewal Agency (preferably AIA Form 101-1997) with construction schedule consistent with financial projections required as a condition for closing.
- **Final Construction Drawings approved by Building Department**
- **Building permit**

- **Final financial projections from project**
- **Executed financing commitments from all sources (including equity) from all sources consistent with financial projections**
- **Personal guaranty to repay loan from Applicant**
- **Executed operating/management agreement between developer and proposed operator/property manager with management fees consistent with financial projections.**
- **Executed Redevelopment Opportunity Fund Loan Agreement and related documents.**
- **Other documents as required by the specific nature of the project**

Construction Period Review

During the construction period, City or its Construction Management Consultant will participate in all construction progress and draw request meetings. Draw requests will be approved upon confirmation that work being paid for is complete and built as per approved plans.



Industrial event venue in downtown McMinville





Clean design to appeal to clients who want to transform the space to meet their event needs. While honoring the building's printing/industrial past.

Ideal for corporate events, weddings, local events and photoshoots.

Corporate Events



International media event for new Subaru launch



Subaru Ascent International release



Destination Rehearsal Dinners + Weddings



Local events



**We've donated event space
to these local non-profits:**

McMinnville Area Habitat for
Humanity

MEDP

Yamhill County Cult.
Coalition

YCAP/Oregon Food Bank

McMinnville Community
Foundation

Maker + Producer Markets



In our 5th Market year, we've expanded to include a new McMinnville Night Market that will be an indoor/outdoor event and include the addition of more local makers and producers, food trucks, local wines and beers plus live music.

Thank you!





Commercial & Industrial General Contractor
www.haworthinc.net

13500 SW Hwy 99W
McMinnville, OR 97128
(503) 472-2452

PROPOSAL

Proposal To: Chelsey Nichol at "The Bindery Event Space"

Project: Remodel & Seismic Upgrades

Date: 6/3/2019

This Proposal takes the place of the previous Proposal dated 12/3/18 and consists of the following:

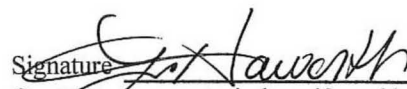
- 1) Demo temp partition wall and ceilings.
- 2) Saw cut concrete floors for sink grease trap and mop sink.
- 3) Frame Walls back per plan.
- 4) Install Rough Plumbing.
- 5) Install Rough Electrical Wiring.
- 6) Sheetrock walls.
- 7) Install Finish Plumbing Fixtures and Grease Trap.
- 8) Install T-Bar Ceiling
- 9) Install Electrical and Lighting
- 10) Prime & Paint new walls.
- 11) Saw cut floor in Event Area per engineered plan for Moment Frame Footings.
- 12) Form, install rebar, install bolts and pour footings per engineered drawings.
- 13) Provide and install moment frames (2) per drawings include field welding.
- 14) Provide and install (24) HSS Columns on East wall per engineered drawings.

Excludes- Permits, Fees and Floor Coverings

We Propose hereby to furnish material and labor-complete in accordance with the above specifications, for the sum of: ONE HUNDRED NINE THOUSAND EIGHT HUNDRED SEVENTY-SEVEN DOLLARS

\$ 109,877.00

Acceptance of Proposal -The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be by Progressive Draws submitted each month by the 1st with Payment due by the 10th of the same month. Final Payment shall be made with in 21 days of completion of project.

Signature: 
Contractor agrees to indemnify and hold harmless the owner of and from any and all claims, demands, losses, causes of action, damages, lawsuits, judgments, including attorneys fees and costs, arising out of or relating to the work of the contractor.

Signature: _____

Date of Acceptance: _____



Commercial & Industrial General Contractor
www.haworthinc.net

13500 SW Hwy 99W
McMinnville, OR 97128
(503) 472-2452

PROPOSAL

Proposal To: Chelsey Nichol at "The Bindery Event Space"

Project: Parapet Wall

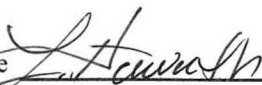
Date: 12/19/2019

This Proposal includes the following:

- 1) Add a parapet wall to the north wall of the Odell Building, perpendicular to the sw corner of the Bindery Building per Plans & Specifications cost includes materials and labor.

We Propose hereby to furnish material and labor-complete in accordance with the above specifications, for the sum of: SEVEN THOUSAND TWO HUNDRED DOLLARS AND 00/100 \$ 7,200.00

Acceptance of Proposal -The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be by Progressive Draws submitted each month by the 1st with Payment due by the 10th of the same month. Final Payment shall be made with in 21 days of completion of project.

Signature 
Contractor agrees to indemnify and hold harmless the owner of and from any and all claims, demands, losses, causes of action, damages, lawsuits, judgments, including attorneys fees and costs, arising out of or relating to the work of the contractor.

Signature: _____

Date of Acceptance: _____



Commercial & Industrial General Contractor
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13500 SW Hwy 99W
McMinnville, OR 97128
(503) 472-2452

PROPOSAL

Proposal To: Chelsey Nichol at "The Bindery Event Space"

Project: New Store Front Door for City Egress Requirement

Date: 12/19/2019

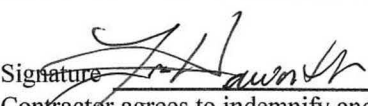
This Proposal includes the following:

- 1) Demo existing Store Front Door and Side Lite exiting to parking lot.
- 2) Provide and install a pair of new Store Front Doors to meet egress code requirement for assembly area.

We Propose hereby to furnish material and labor-complete in accordance with the above specifications, for the sum of: SIX THOUSAND NINE HUNDRED NINETY DOLLARS AND 00/100

\$ 6,990.00

Acceptance of Proposal -The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be by Progressive Draws submitted each month by the 1st with Payment due by the 10th of the same month. Final Payment shall be made with in 21 days of completion of project.

Signature: 
Contractor agrees to indemnify and hold harmless the owner of and from any and all claims, demands, losses, causes of action, damages, lawsuits, judgments, including attorneys fees and costs, arising out of or relating to the work of the contractor.

Signature: _____

Date of Acceptance: _____



Commercial & Industrial General Contractor
www.haworthinc.net

13500 SW Hwy 99W
McMinnville, OR 97128
(503) 472-2452

PROPOSAL

Proposal To: Chelsey Nichol at "The Bindery Event Space"

Project: Bathroom Addition

Date: 12/19/2019

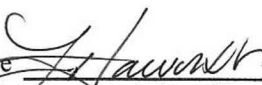
This Proposal is for adding back and additional toilet to the Women's Bathroom, (1) Urinal to the Men's Bathroom and adding (1) Hoe Bib to the north wall next to the overhead door. The following is a list of items included:

- | | |
|--------------------------------|----------------------------------|
| 1) Demo | 8) Painting |
| 2) Saw cutting for new toilets | 9) Tile walls to match |
| 3) Rough in Plumbing | 10) Set finish plumbing fixtures |
| 4) Floor patching | 11) Install bath partitions |
| 5) Framing | 12) T-Bar ceiling infill |
| 6) Electrical | 13) Doors and hardware |
| 7) Drywall | |

Excludes: Cabinetry or solid surfaces, floor coverings or any new light fixtures.

We Propose hereby to furnish material and labor-complete in accordance with the above specifications, for the sum of: TWENTY-ONE THOUSAND FIFTY-THREE DOLLARS \$ 21,053.00

Acceptance of Proposal -The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be by Progressive Draws submitted each month by the 1st with Payment due by the 10th of the same month. Final Payment shall be made with in 21 days of completion of project.

Signature 
Contractor agrees to indemnify and hold harmless the owner of and from any and all claims, demands, losses, causes of action, damages, lawsuits, judgments, including attorneys fees and costs, arising out of or relating to the work of the contractor.

Signature: _____

Date of Acceptance: _____



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PROPOSAL

Proposal To: Chelsey Nichol at Binder Event Space **CC:** Jeb Bladine
Project: Underground Sprinkler System at the Bindery Building
Date: 12/3/2018

This Project consists of tapping the City Water Main and adding (1) Fire Hydrant and a 4" Double Detector Check with Metered Bypass along with Vault and FDC.

The following is a description of work included in the cost:

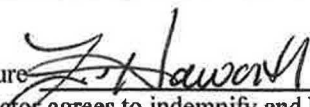
- 1) Saw cut Street
- 2) Excavate Trench, Vault and under Building.
- 3) Core Building floor for 4" DI Riser.
- 4) Tap City Water Main and install 6" Gate Valve.
- 5) Install Waterline and new Fire Hydrant Assembly.
- 6) Install Water Vault and 4" Double Detector Check Assembly, FDC and pipe into Building.
- 7) Backfill trenches and vault.
- 8) Patch Street and Sidewalks.

Not Included: Permits, Fees, Surveys or Easements.

We Propose hereby to furnish material and labor-complete in accordance with the above specifications, for the sum of: THIRTY THOUSAND FOUR HUNDRED TWENTY-SIX AND 00/100 \$ 30,426.00

All material is guaranteed to be as specified. All work to be completed in workmanlike manner according to standard practices. Any alterations executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes accidents or delays beyond our control. Owner to carry fire, wind damage and other necessary insurance. Our workers are fully covered by Workman's Comp. Insurance.

Acceptance of Proposal -The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be by Progressive Draws submitted each month by the 1st with Payment due by the 10th of the same month. Final Payment shall be made with in 21 days of completion of project.

Signature: 
Contractor agrees to indemnify and hold harmless the owner of and from any and all claims, demands, losses, causes of action, damages, lawsuits, judgments, including attorneys fees and costs, arising out of or relating to the work of the contractor.

Signature: _____

Date of Acceptance: _____



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www.haworthinc.net

13500 SW Hwy 99W
McMinnville, OR 97128
(503) 472-2452

PROPOSAL

Proposal To: Chelsey Nichol at Binder Event Space **CC:** Jeb Bladine
Project: Interior Building Sprinkler System
Date: 12/3/2018

This Proposal is for the Fire Sprinkler System in the Bindery Building and includes the following Scope of Work:

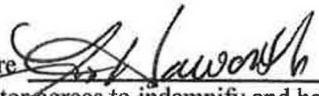
- 1) Install approx. (77) new Sprinkler Heads.
- 2) Install all Pipe and Steel Fittings.
- 3) Install all required Hangers
- 4) Provide and install all Control Valves.
- 5) Provide all Testing
- 6) Includes Permits
- 7) Includes Designs and PE Stamp.

Not Included: Electrical, Paint if required, City Connection and any Excavation.

We Propose hereby to furnish material and labor-complete in accordance with the above specifications, for the sum of: TWENTY-NINE THOUSAND SIX HUNDRED SIXTY-FIVE AND 00/100 \$ 29,665.00

All material is guaranteed to be as specified. All work to be completed in workmanlike manner according to standard practices. Any alterations executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes accidents or delays beyond our control. Owner to carry fire, wind damage and other necessary insurance. Our workers are fully covered by Workman's Comp. Insurance.

Acceptance of Proposal -The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be by Progressive Draws submitted each month by the 1st with Payment due by the 10th of the same month. Final Payment shall be made with in 21 days of completion of project.

Signature: 

Contractor agrees to indemnify and hold harmless the owner of and from any and all claims, demands, losses, causes of action, damages, lawsuits, judgments, including attorneys fees and costs, arising out of or relating to the work of the contractor.

Signature: _____

Date of Acceptance: _____