



## NOTICE OF PUBLIC MEETING

CENTRAL ALBANY REVITALIZATION AREA  
ADVISORY BOARD  
Council Chambers  
Wednesday, March 18, 2009  
5:15 p.m.

### AGENDA

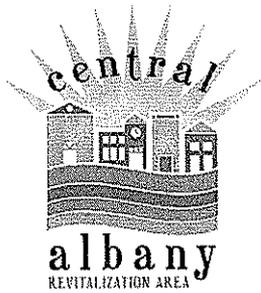
1. CALL TO ORDER (Chair Cordell Post)
2. ROLL CALL
3. APPROVAL OF MINUTES  
➤ February 18, 2009 for CARA Advisory Board. [Pages 1-4]  
Action: \_\_\_\_\_
4. APPROVAL OF MINUTES  
➤ July 9, 2007, CARA Finance Subcommittee. [Pages 5-6]  
Action: \_\_\_\_\_
5. SCHEDULED BUSINESS
  - a. Communication
    - 1) Accepting Rick Rogers' resignation from the CARA Small Grant Subcommittee. [Page 7]  
Action: \_\_\_\_\_
  - b. Business from the Public
  - c. Budget and cash-flow update. [Handouts available at meeting] (Porsche)  
Action: \_\_\_\_\_
  - d. Report from Code Compliance–blight removal in CARA district. [Presentation] (Adams/Smith)  
Action: \_\_\_\_\_
  - e. Grant Funding Request – Annunzio, Schultz Building. [Pages 8-33] (Porsche/Applicant)  
Action: \_\_\_\_\_
  - f. Staff updates and issues. [Verbal] (Porsche)  
Action: \_\_\_\_\_
6. BUSINESS FROM THE BOARD
7. NEXT MEETING DATE: *Next regular meeting Wednesday, April 15, 2009*
8. ADJOURNMENT

City of Albany Web site: [www.cityofalbany.net](http://www.cityofalbany.net)

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*The location of the meeting/hearing is accessible to the disabled. If you need special accommodations to attend or participate, please notify the Human Resources Department in advance by calling (541) 917-7500.*

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APPROVED: \_\_\_\_\_

**CITY OF ALBANY**  
**Central Albany Revitalization Area Advisory Board**  
**City Hall Council Chambers, 333 Broadalbin Street SW**  
**Wednesday, February 18, 2009**

**MINUTES**

Advisory Board Members present: David Anderer, Jeff Christman, Bill Coburn, Floyd Collins, Loyd Henion, Oscar Hult (arrived at 6:00 p.m.), Bessie Johnson, Gordon Kirbey, Sharon Konopa, Ray Kopczynski, Dick Olsen, Cordell Post, Ralph Reid, Jr., and Kim Sass

Advisory Board Members absent: None

Staff present: City Manager Wes Hare, Community Development Director Greg Byrne, Urban Renewal Manager Kate Porsche, and Administrative Assistant Teresa Nix

Others present: Five others in the audience

**CALL TO ORDER**

Chair Cordell Post called the meeting to order at 5:15 p.m.

**APPROVAL OF MINUTES**

January 21, 2009

**MOTION:** Ray Kopczynski moved to approve the January 21 meeting minutes as presented. Gordon Kirbey seconded the motion, and it **passed** unanimously.

**SCHEDULED BUSINESS**

Business from the Public

None.

Appointments to the CARA Small Grant Subcommittee

Urban Renewal Manager Kate Porsche briefly reviewed the written staff report.

**MOTION:** Sharon Konopa moved to reappoint Gordon Kirbey and to appoint Robyn van Rossman to the CARA Small Grant Subcommittee. Loyd Henion seconded the motion, and it **passed** unanimously.

Budget and Cash-Flow Update

Porsche distributed and reviewed *February 18, 2009, CARA Funds Available*. She noted that the updated fund balance amount is \$746,469.52.

## CADD Connection/Yamamoto Partnership Request

Porsche drew attention to the written staff report and reviewed the request from Herb Yamamoto for a partnership to renovate the building at 705 Lyon Street SE. The request is for \$210,000 in loans at terms as detailed in the written staff report and an additional \$97,500 in the form of a forgivable loan. The funds would provide assistance to purchase and renovate the property. Porsche reviewed the location and current condition of the subject property and stated that staff recommends approval of the request.

Floyd Collins asked whether the Planning Division has reviewed the proposed development for compliance to parking requirements. Community Development Director Greg Byrne advised that staff has visited the site and discussed options with Yamamoto, including the possibility of converting the existing garage into parking or leasing space across the street. Brief discussion followed regarding parking options. In response to further inquiry, Byrne affirmed that the project is subject to finalization of the parking issues.

Herb Yamamoto, 33845 Highway 99E, Tangent, provided background information on his firm, CADD Connection LLC, and said that he hopes to collaboratively transform the subject property into a professional services office. He said that he has been looking for an opportunity to relocate his firm from Tangent in order to be closer to his clients and to be part of the community of businesses in Downtown Albany. He said CADD Connection has a 25-year history and a broad base of clientele. He distributed and reviewed two drawings of his vision for rehabilitation of the property. He said he believes the parking requirements can be met with a combination of on-street parking and demolition of the existing garage.

Henion asked if consideration has been given to ADA accessibility. Yamamoto said that City staff has been educating him on ADA accessibility issues. He anticipates installing a lift at the location of one of the two outside staircases.

David Anderer asked if consideration has been given to energy efficiency. Yamamoto stated that he has been working with a mechanical engineer on energy options.

Dick Olsen distributed and reviewed literature on windows from the National Trust for Historic Preservation.

Collins asked if Yamamoto has considered conventional lenders or other funding. Yamamoto stated that he has reached out to lenders in the area and nationwide. He has not been able to secure funding due to the condition of the structure, the cost of renovations, and the anticipated value when finished.

In discussion and in response to inquiries, Porsche said that the property is not subject to the tax freeze for historic properties, that the purchase price would be disbursed immediately, that funding for renovations would be drawn down on a reimbursement basis, and that CARA would be in the first lien position.

Jeff Christman commented that he is uncomfortable funding a project that will be worth less when completed than the amount of the loans. Post said that having CARA in the first lien position makes him more comfortable with this request than with some others that CARA has funded in the past. Bill Coburn stated that the project has value in that the location is an entry point into Downtown Albany. Bessie Johnson and Ray Kopczynski also expressed support.

**MOTION:** Kopczynski moved to approve the request subject to the development meeting City requirements for parking. Coburn seconded the motion, and it **passed** 10 to 3 with Christman, Collins, and Reid voting no.

Oscar Hult arrived at 6:00 p.m.

## ADA/Main Street Request

Porsche drew attention to the written staff report. She reviewed the request from the Albany Downtown Association (ADA) for a CARA partnership in the form of a grant for \$150,000 over five years in decreasing amounts. The grant is intended to fill a gap as the Main Street Program gets up and running. Staff recommends approval of the temporary funding with the caveat that metrics be created to measure progress and that the ADA be required to report to CARA annually.

Marc Manley, 222 First Avenue West, distributed and reviewed written information about the Main Street Program and this request. He stated that participation in the Main Street Program has incremental costs that exceed ADA budget resources, that ADA is recruiting a new executive director capable of running this economic development program, that a director with the appropriate skill set may require a higher level of compensation than the former director, and that the five-year grant would fill a gap to get the Main Street Program up and running.

In response to an inquiry from Anderer, Manley said that the executive director job description has been finalized and will be posted pending the outcome of this meeting. If the request is approved, it will allow the ADA to set the level of requirements and compensation for the position at a higher level.

Kim Sass recalled that Albany had a Main Street Program in the 1980s. Hult said that he believes that Oregon stopped the program for a time, but that it is now up and running nationwide. Sass said that it would be important for the new director to look for other sources of funding. Johnson said that she can understand the City being involved with the Main Street Program but she is not sure why CARA would be involved in paying for the director, training, etc.

In discussion and in response to inquiries, Porsche explained that the Main Street Program has some limited funds available to assist with training, but it is mostly a tool to help communities share ideas, etc. She said that the ADA and the Main Street Program would typically be run together under one organization. She affirmed that the City provides funding to the ADA.

Collins stated that, given the economic downturn, he can't see funding the executive director's salary at the inflated level. Olsen said that he would also have a hard time justifying CARA support for the increased salary level. He stated that ADA Director Rick Rogers has done a great job and will be difficult to follow; several Board members expressed agreement. Porsche advised that research on salaries for Main Street directors showed a range of between \$40,000 for a small city in Idaho to \$85,000 for Spokane. The current ADA Director has a salary of \$36,000 plus \$200 per month for insurance.

Coburn questioned whether this funding would more appropriately come from the General Fund than from CARA dollars. City Manager Wes Hare advised that the City is seeing declining transient room tax revenue and that he would be reluctant to recommend putting any additional burden on the General Fund at this time.

**MOTION:** Collins moved to deny the request. Christman seconded the motion.

Konopa stated that she supports the Main Street Program and that it is great for Downtown Albany. She referred to the budget included in the materials distributed by Manley, noting that the annual budget is shown at \$15,490. She said that perhaps CARA would consider funding a portion of the startup costs and she suggested that the ADA Board work with Porsche to bring forward a revised proposal.

The motion **passed** unanimously.

## Staff Updates and Issues

Porsche reported that, in the process of renovating the old Sears Building, a contractor mistakenly cut into the rebar and caused a bowing of the walls. The City Building Official has issued a notice and order related to concerns about the structural integrity of the building. The City Attorney will be meeting with the owner of the

building and his attorney to try to resolve the situation. At the same time, the CARA grant on this property is coming to a close. Porsche has concerns that the work that was to be funded by CARA has not been done. She will keep the Board updated on the situation.

Porsche referred to last month's action to provide funding to the City's Code Compliance Department for a pilot project for removal of blight within the CARA boundary. She reported that, following an initial internal meeting by staff, Code Compliance staff met with neighbors in the east area of the CARA district. Building Official Melanie Adams reported that the meeting went very well and that there is great enthusiasm on the part of the residents. Adams will provide a report to CARA at its March meeting.

#### BUSINESS FROM THE BOARD

The Chair welcomed new CARA Board member David Anderer.

#### NEXT MEETING DATE

The next meeting of the CARA Advisory Board will be held on Wednesday, March 18, 2009, at 5:15 p.m., in the Council Chambers.

#### ADJOURNMENT

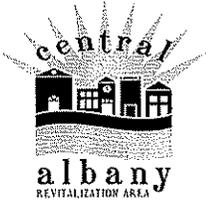
Hearing no further business, Chair Post adjourned the meeting at 6:57 p.m.

Submitted by,

Reviewed by,

Teresa Nix  
Administrative Assistant

Kate Porsche  
Urban Renewal Manager



APPROVED: \_\_\_\_\_

CITY OF ALBANY  
Central Albany Revitalization Area  
Finance Subcommittee  
City Hall Periwinkle Room, 333 Broadalbin SW  
Monday, July 9, 2007  
2:00 p.m.

MINUTES

Committee Members present: Jeff Christman, Chris Norman (via phone), Cordell Post  
Committee Members absent: Gordon Kirbey, Dick Olsen  
Staff present: Urban Renewal Coordinator Kate Porsche, Administrative Assistant  
Teresa Nix  
Others present: None

CALL TO ORDER

Chair Jeff Christman called the meeting to order at 2:07 p.m.

APPROVAL OF FEBRUARY 15, 2007, MINUTES

**MOTION:** Cordell Post moved to approve the February 15 minutes as presented. Christman seconded the motion, and it **passed** unanimously.

SCHEDULED BUSINESS

Business from the Public

None.

Update on CARA Line of Credit

Urban Renewal Coordinator Kate Porsche said the RFP for a new CARA Line of Credit (LOC) will go out to the banks tomorrow. She reported on complexities associated with the existing Wells Fargo LOC, which resulted in a delay in the process. The new LOC will refinance that existing loan, along with the new funds, and will allow flexibility for additional borrowing if CARA so chooses. Funds from the new LOC will be available October 15, 2007.

Review and Discussion of Cash Flow

Porsche distributed printouts showing short-term and long-term cash flow projections. She noted that CARA has \$645,000 available for expenditure prior to receipt of the new LOC. The existing loan payment and charges of about \$160,000 must be paid from those funds. Several recipients have indicated

a willingness to delay receipt of funds until October. Funds that have been requested prior to that date include \$120,000 to Viper NW, \$300,000 to the Carousel, \$35,000 to Linn-Benton Housing Authority, and \$185,000 to Labor Temple.

Discussion followed regarding the deficit between the cash on hand and the money being requested for distribution prior to October. It was noted that the Viper NW project is near completion and that the Carousel has been waiting for their funds for some time. Manley has agreed to delay receipt of funds, and Porsche has pushed payment for the small grant fund process to October. There was general agreement that the 2007 commitments should be honored, although the Ironworks lease agreement does not need to be paid in full; it will be paid monthly.

In discussion about the Labor Temple project, Porsche advised that contracts have not yet been signed. It was noted that the work has not been done and that the new LOC will be available in just a few months time. There was general agreement that the Labor Temple project be allowed reimbursements of up to \$40,000 between now and October 15, after which time any additional receipts may be turned in for reimbursement.

Chris Norman asked what lessons can be learned from the Wells Fargo LOC situation. Porsche said, as she understands it, this was intended to be short-term financing tool and that certain restrictions went into play when it was used in way that was not originally intended and because the bank brought in outside investors. The new RFP is written in a way that provides a lot of flexibility and stipulates that it will remain with the bank and not with outside investors.

Brief discussion followed regarding long-term projections. Porsche advised that several people have expressed interest in bringing forward proposals and that, apart from current commitments, it appears there will be about \$780,000 available for distribution next fiscal year. She added that the City's Financial Analyst is looking into the possibility of borrowing additional funds. There was general agreement to ask that any new proposals be brought forward at the October meeting, at which time the Board will have a better idea of CARA's financial picture. It was noted that people are welcome to bring ideas forward in an informal capacity during Business from the Public at any CARA meeting.

NEXT MEETING: *(TBD)*

#### ADJOURNMENT

Chair Christman adjourned the meeting at approximately 3:00 p.m.

Submitted by,

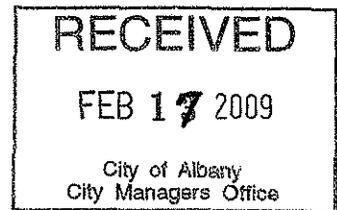
Reviewed by,

Teresa Nix  
Administrative Assistant

Kate Porsche  
Urban Renewal Coordinator

To: Kate Porsche  
C.A.R.A.

From: Rick Rogers  
Executive Director  
Albany Downtown Association



Dear Kate,

I'm sorry to say that health and other personal considerations have forced me to submit my resignation to the C.A.R.A. Small-Grant Subcommittee at this time. My action coincides with my resignation as Executive Director of the Albany downtown Association as of 2/13.

Thank you.

A handwritten signature in black ink, appearing to read "Rick Rogers". The signature is fluid and cursive, with a large loop at the beginning.

Rick Rogers  
Executive Director  
Albany Downtown Association



TO: CARA Advisory Board  
FROM: Kate Porsche, Urban Renewal Manager *Kate (pk)*  
DATE: March 11, 2009, for March 18, 2009, CARA Advisory Board Meeting  
SUBJECT: Annunzio Grant & Loan Request

### Summary

Jay and Janine Annunzio, owners of the historic Schultz Building located at 212 First Avenue East, will be coming before you to request a grant and loan to renovate their building.

### Background

The Schultz Building was built circa 1910. It is the largest surviving brick commercial building on the east side of downtown, and the historic resource form lists it as being an important as a buffer for the downtown commercial district. The first floor of the building currently has a retail furniture store, though many may recall its previous use as the old adult store.

The Annunzio's are looking to rehabilitate the second floor of this structure into a residential dwelling and add a sprinkler system. With the requirement of the sprinkler system and the costs of the rehabilitation, the applicants are faced with a gap in being able to complete the work and are looking to CARA for assistance.

Staff has worked with the Annunzio's on their request. We have completed a site visit with Building Inspection and architect Rob Dortignacq reviewing work to be done, building standards, etc.

### Proposal

The Annunzio's are requesting assistance with the work on the building as follows:

Total Project cost:	\$90,000
<b>50% matching Grant Request:</b>	<b>\$45,000</b>

### Staff Recommendation

The request from Mr. and Mrs. Annunzio seems to hit a number of CARA's main goals. First, the previously unused upper floor redevelopment is one of CARA's specific goals. Also, unused upper floor space is considered a form of blight. The project has high visibility at one of the gateways to our downtown, and the historic commercial building is significant to the east side of downtown. Additionally, this project would provide sprinklers for the building and would fence and pave the adjacent parking lot—a significant visual and usability impact.

For these reasons staff feels this project is a strong match to CARA's objectives, will be a win-win for the community, and recommends approval.

Item #	Item	Description	Comments
A)	CARA Goal & Objectives	How does it further the CARA Goal and Objectives?	<p><i>CARA Key Objectives:</i></p> <ul style="list-style-type: none"> <li>◆ Attract new private investment to the area.</li> </ul> <p><i>CARA Additional Objectives:</i></p> <ul style="list-style-type: none"> <li>◆ Preserve the Historic Districts, historic resources and existing housing in the area.</li> <li>◆ Create a readily identifiable core that is unique and vibrant with a mixture of entertainment, housing, specialty shops, offices, and other commercial uses.</li> <li>◆ Increase residential density in the area.</li> <li>◆ Encourage the development of new forms of housing and home ownership.</li> <li>◆ Provide an enriching environment and livable neighborhoods.</li> </ul>
B)	Financial Impacts	What is the financial risk and financial benefit to CARA?	Total costs of this project are \$90,000 with a projected future value of \$300,000. The applicants are asking CARA for assistance with 50% of the costs. Because this is a grant there would be no payback of a loan, though ROI is likely through tax-increment by year 14 because the property is not on the historic tax-freeze.
C)	Private Risk	Is this a "first-in" project or an untried type of development?	No. This type of project has been tried downtown in projects like Jordan Jewelers.
D)	Gap	What is the "Gap" or need of the developer?	Applicants have identified the requirement of a sprinkler system to be beyond their means. Additionally they cite that further funding is necessary to bridge the gap on the renovation and improvement of the commercial building.
E)	Blight	Would it remedy a severely blighted building? How?	This project would remedy a blighted historic building located in one of the main gateways to our downtown. The unused upper floor is considered to be a form of blight.
F)	Vitality	Would it serve as a people-attractor or as an anchor for the initial focus area?	Though this project is located at a gateway to downtown, the project itself will not create vitality as it is a residential project.

G)	Preservation	Would it rehabilitate or sensitively redevelop a historic property?	Yes. This project would rehabilitate the upper floor of a 1910 historic building, the largest surviving brick commercial building on the east side of downtown.
H)	Adaptability	Would it be developed in a way that ensures it is well used over time	Yes, the upgrades and restoration of the building assures that it will be able to be used long into the future.
I)	Development Pattern	Does it achieve desired land use (e.g., mixed-use, higher density) and/or transportation objectives (e.g., Esplanade, pedestrian-friendly areas)?	Yes, this project meets the goals of the zoning and planning for the area and the addition of residential space in the core area works toward these goals as well.
J)	Sustainability	How does it meet the Governor's Objectives for Sustainable Communities? ( Environmental, Economic Development, Community/Social)	This project a preservation project can be considered sustainable.

Here's a summary of the project costs and return:

Proposed CARA Investment	\$45,000
Total Project Value (future value-assessed value)	\$207,464
ROI on TIF	Approximately year 14
CARA % of investment	50%
Ratio Public : Private \$\$	\$1 : \$2

It's important to note that this property is not eligible for the tax freeze, thus will result in tax increment for CARA.

KCP:ldh

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MEMORANDUM

FILE: Albany CARA  
DATE: November 3, 2008  
REPORT BY: Robert Dortignacq  
TO: Kate Porsche, Anne Catlin, Jay, Janice Annun  
PRESENT: Above, Gary Stutzman, Rob Dortignacq  
RE: Site Meeting at the building, the historic Schultz Building, to review proposed second floor rehabilitation, possible revision for fire life safety code improvements, and CARA considerations

The building, interior sited on the south side of East First, occupies most of its full CB zoned site with two stories. A rear addition occupies the back 38 feet to the alley. It is approximately 102 feet long and 24 feet wide at the front, widening to 28 feet at the rear addition area [this portion has only the lower floor level]. The building is constructed of brick walls, [some clay tile infill at the rear addition]. Interior floor is concrete. The roof framing is wood joists framed into heavy timber cross beams approximately sixteen feet apart. The second floor has a relatively new side entry stair, but is otherwise open space. On the east side there is a detached apartment building and side yard. On the west there is an open parking lot (same ownership).

The 1910 c. Schultz building is not located in an historic district, but is listed as a local historic resource. It would not qualify for Special Assessment or federal tax credits.

The building is used for retailing (an M occupancy) at the main level. Jay and Janice are contemplating a single residential unit at the second floor. There was residential use from 1962-72. For that use, the three existing infilled windows are desired to be opened up on the west wall. The general interior layout could be living space on the north, kitchen in the middle, and bedroom at the south. They desire a soaking tub, possibly at the southeast corner of the space. Jay to fax Rob his sketch for comments.

Gary Stutzman, identified some possible code upgrades that may be required. Use of the second floor for dwelling would require fire sprinklers (water service is on the south side of 1<sup>st</sup>); with a standard type 13 commercial rating at the first and 13R rating at the second floor. Gary thought a connection vault would be necessary, but Jay shall confirm with the sprinkler company. Gary also felt that the parking lot would need to be tied to the building parcel in order to allow opening of the windows on the property line.

The second floor is uninsulated [exposed brick walls, open wood joists and no attic, single pane wood double hung windows]. Energy upgrades, and moisture control will be issues to resolve for the dwelling design; [code values are: walls R21, ceiling R38]; partial upgrade with appeal due to historic nature may be possible. The existing first floor furnace that is located mid way on the west side wall shall be retained and enclosed.

**OREGON INVENTORY OF HISTORIC PROPERTIES  
HISTORIC RESOURCE SURVEY FORM - TWO**

FIELD NO.: 4  
 NAME: Julian H. Burroughs  
 ADDRESS: 212 First Avenue S  
 QUADRANGLE: Albany

5  
1

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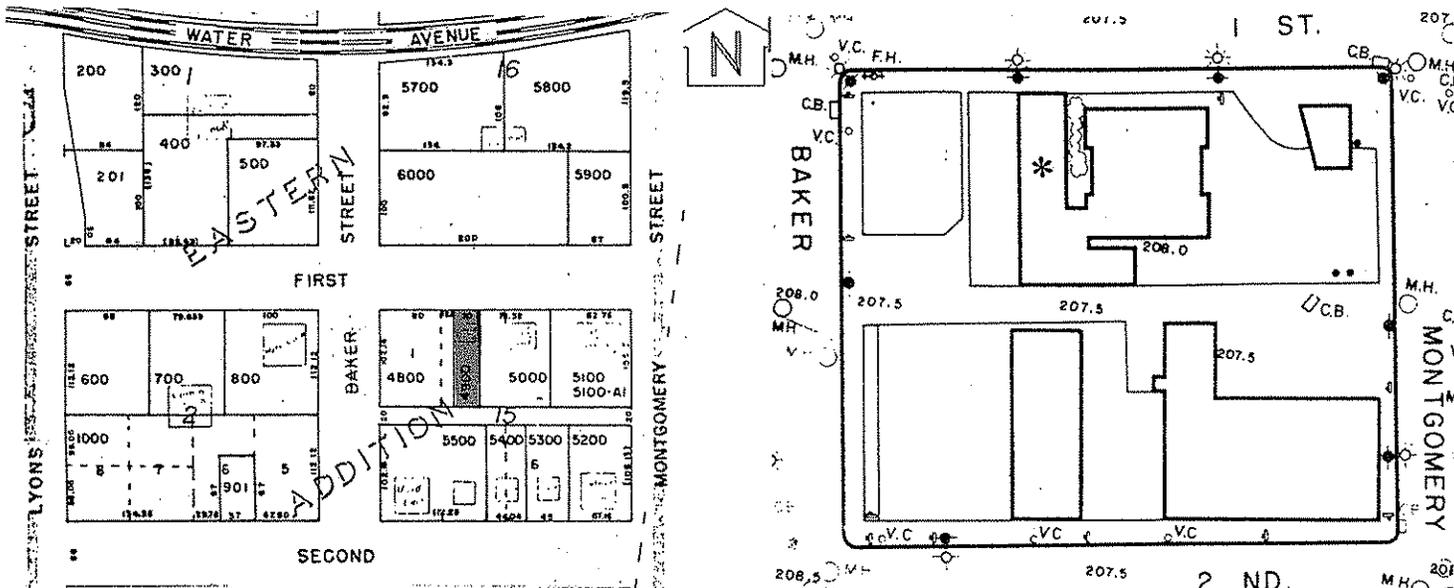


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NEGATIVE NO.: 0-2

SLIDE NO.: 4

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GRAPHIC & PHOTO SOURCES: Albany Community Development Planning Division & R. Keeney

SHPO INVENTORY NO: \_\_\_\_\_

**OREGON INVENTORY OF HISTORIC PROPERTIES  
HISTORIC RESOURCE SURVEY FORM  
COUNTY: LINN**

**FIELD NO.:** 4

**HISTORIC NAME:** Schultz Building

**COMMON NAME:** Schultz Building

**ADDRESS:** 212 First Avenue SE

**CITY:** Albany

**OWNER:** Julian H. Burroughs, P. O. Box 12865, Salem, OR 97309

**BUILDER:** Unknown

**T/R/S:** 11S, 3W, 6

**TAX LOT:** 4900

**MAP NO:** 11-3W-6CD

**ADDITION:** Eastern Addition

**BLOCK:** 15

**LOT:** N/A

**QUAD:** Albany

**DATE OF CONSTRUCTION:** c. 1910

**ORIGINAL USE:** Store

**PRESENT USE:** Books and video store

**ARCHITECT:** Unknown

**THEME:** 20th Century architecture/commerce

**STYLE:** Commercial brick

**BLDG. XXX**

**STRUC.**

**DIST.**

**SITE OBJ.**

**PLAN TYPE/SHAPE:** Rectangle

**FOUNDATION MATERIAL:** Brick

**ROOF FORM & MATERIALS:** Flat, decreases to one-story in back

**WALL CONSTRUCTION:** Brick

**PRIMARY WINDOW TYPE:** Rectangle

**EXTERIOR SURFACING MATERIALS:** Brick, common bond pattern

**DECORATIVE FEATURES:** Simple pilasters, panels, lintel molding in raised brick, panel that says Schultz 1910 on center front facade

**OTHER:** None

**CONDITION:**

GOOD

FAIR XXX

POOR

MOVED

**DATE:**

**NO. OF STORIES:** 2

**BASEMENT (Y/N):** Y

**STRUCTURAL FRAME:** Brick

**EXTERIOR ALTERATIONS/ADDITIONS (DATED):** Windows on front facade c. 1965, rear addition c. 1940

**NOTEWORTHY LANDSCAPE FEATURES:** None

**ASSOCIATED STRUCTURES:** None

**KNOWN ARCHAEOLOGICAL FEATURES:** None

**SETTING:** North facing commercial building on the east side, west of the building is parking lot

**STATEMENT OF SIGNIFICANCE (Historical and/or architectural importance, dates, events, persons, contexts):** Important as a buffer for the downtown commercial district. One of the few commercial buildings built on the east side (Hackleman Addition). Largest surviving brick commercial building on the east side of the downtown.

Mr. Schultz was the manager of the Albany Opera House in 1913 which was located next door. 1911-12 City Directory lists Metzger & Sons, Heating and Ventilating.

**SOURCES:** Sanborn Fire Map 1912, City Directory 1911-12

**NEGATIVE NO.:** 0-2

**SLIDE NO.:** 4

**ASSIGNED RATING:**

Secondary

**DATE:** 07-91

**RECORDED BY:** R. Keeney

**DATE:** 03-07-90

SHPO INVENTORY NO: \_\_\_\_\_



Grant APPLICATION

1. APPLICANT

Name: JAY & Janine Annunzio

Address: 1840 17th Ave SW

Albany, or. Zip Code: 97321

Contact Name: JAY Phone Number: 619-4405

Fax Number: Email Address: Jay1842003@yahoo.com

Legal Form: Sole Proprietorship [ ] Partnership [ ] Corporation: Profit [ ] Non-Profit [ ]

In which State are the incorporation and/or organization documents filed?

2. BUILDING/BUSINESS INFORMATION

Name: Schultz Building

Age of Building: 1910

Address: 212 1st Ave SE Albany Zip Code: 97321

Legal Description: 115-3W-6CD, Lot 4900

Property Tax Account Number: Building 0082251

3. OWNER OF PROPERTY (if not applicant)

Name in which tile is held: same as applicant

Contact Name:

Address:

Zip Code:

Phone Number:

4. AUTHORIZATION TO UNDERTAKE WORK:

If the applicant is not the owner of the property, provide written evidence that the owner authorizes this work to be undertaken. (Typically this is in the form of a lease or other written permission).

5. DESCRIPTION OF PROJECT

Install Fire sprinkler system to entire building,  
Return second story to residence, Improve security

6. ESTIMATED COST OF PROJECT:

\$ 90,000

ESTIMATED VALUE OF PROJECTS UPON COMPLETION:

\$ 300,000

Basis for valuation and value upon completion: Based on current assessed  
value & improvements.

7. PREPARATION OF COST ESTIMATES

Who prepared your cost estimates? Bids submitted by various contractors  
(If applicant prepared their own estimate, objective verification may be required.)

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

8. IN ADDITION TO THE PROPOSED IMPROVEMENTS, IS THERE OTHER WORK PROPOSED?

Yes  No

ESTIMATED ADDITIONAL COSTS: \$ \_\_\_\_\_

TOTAL ESTIMATED COST OF ALL WORK: \$ \_\_\_\_\_

9. CONSIDERING THE LIST OF PROJECT GOALS OUTLINED IN THIS APPLICATION, PLEASE IDENTIFY THE VALUE YOUR PROJECT BRINGS TO CARA

Preservation and rehabilitation of historic building;  
Increase residential density;  
Enhance a previously undesirable area

10. AMOUNT OF MATCHING FUNDS

\$ 45,000

SOURCE OF MATCHING FUNDS (CARA may withhold approval of this application until information satisfactory to CARA is provided.) Private funds

Is your funding for these:  available today  applied for  unknown at this time

(CARA may withhold approval of this application until information satisfactory to CARA is provided.)

11. EXPLAIN WHY CARA FUNDING IS NECESSARY TO INSURE PROJECT COMPLETION

The requirement of fire sprinkler system is beyond our budget. The purchase price of both properties as well as renovations to-date (app. \$40,000) requires us to ask for assistance. Additional funding will allow us to continue renovation.

Assistance Requested - Check and complete applicable sections for requested assistance.

Professional Services – Design Assistance (for projects such as street façade, interior layout, awnings, signs, seismic upgrades, interior wall alterations, etc.)

{Maximum grant is \$10,000 per property with a 50 percent match by the applicant\*}

Total amount: 3,500 Grant Amount Requested (50% of total amount): 1,750

Building Redevelopment Funding

Grant Amount Requested: 45,000 Loan Amount Requested:

Other Amount Requested:

Please Describe: 50% matching grant to cover costs:

sprinkler system	+39,000
Alarm system	+ 3,600
Brick Repair	+ 7,900
Mechanical	+20,000
Materials	+ 17,000

**Certification**

The Applicant understands and agrees to the following conditions:

1. Any physical improvements proposed must be approved by the Central Albany Revitalization Area (CARA) Agency and may require approval by the City of Albany Landmarks Advisory Commission or other entities. These entities may require certain changes or modifications before final approval and Commitment of Funds.
2. Commitment of Funds will not be processed until the Applicant satisfies all conditions.
3. Any work begun before receipt of a Commitment of Funds notice is ineligible for reimbursement.
4. Any work deviating from that detailed in the Commitment of Funds must be pre-approved in writing to be eligible for reimbursement.
5. While only proprietary information may be held in confidence outside of the public record, CARA will attempt to maintain all information provided in a confidential manner.
6. Originals of all materials prepared with CARA assistance belong to CARA and will be maintained in the public record.
7. Application must be completed in its entirety before being considered; if not, it will be returned for completion.
8. Staff is authorized to independently verify any and all information contained in this application.

If the Applicant is not the owner of the property to be assisted or if the Applicant is an organization rather than an individual, the Applicant is required to certify that she/he has the authority to sign and enter into an agreement to receive the assistance requested and to perform the work proposed. Evidence of this authority is attached and included as a part of this application by reference.

The Applicant certifies that all information in this application and all information furnished in support of this application is given for the purpose of obtaining CARA assistance and is true and complete to the best of the Applicant's knowledge.

Day Amuzes  
Applicant's Signature

3-11-09  
Date

Junie Amuzes  
Applicant's Signature

3/11/09  
Date

Return to: City of Albany Economic Development Department  
c/o Kate Porsche, Urban Renewal Coordinator  
333 Broadalbin Street SW/ P.O. Box 490, Albany, Oregon 97321

**FOR CITY USE ONLY**

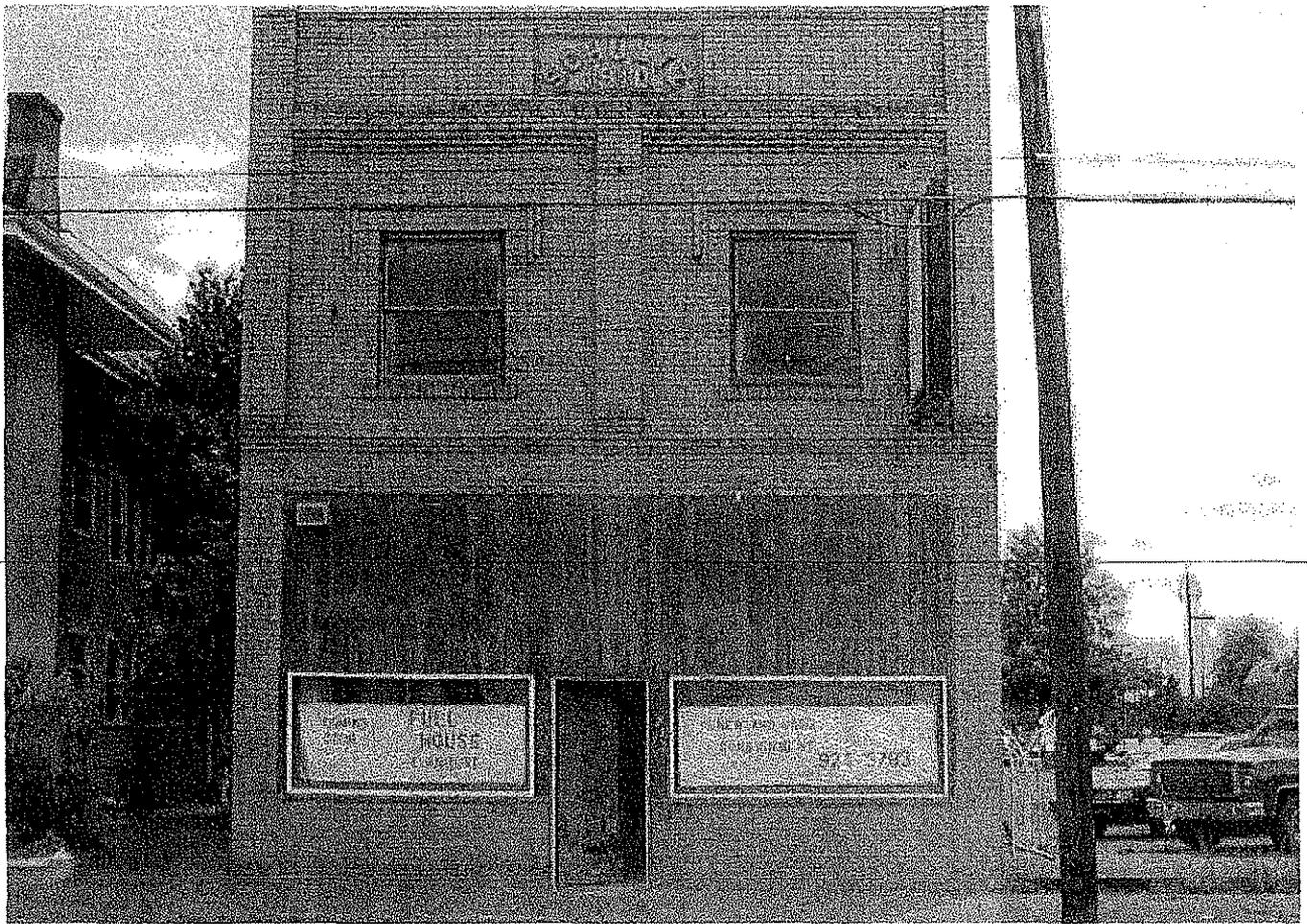
Date Received: 3/10/09 By: KEP Application Complete:  Yes  No

If no, comments: attachments

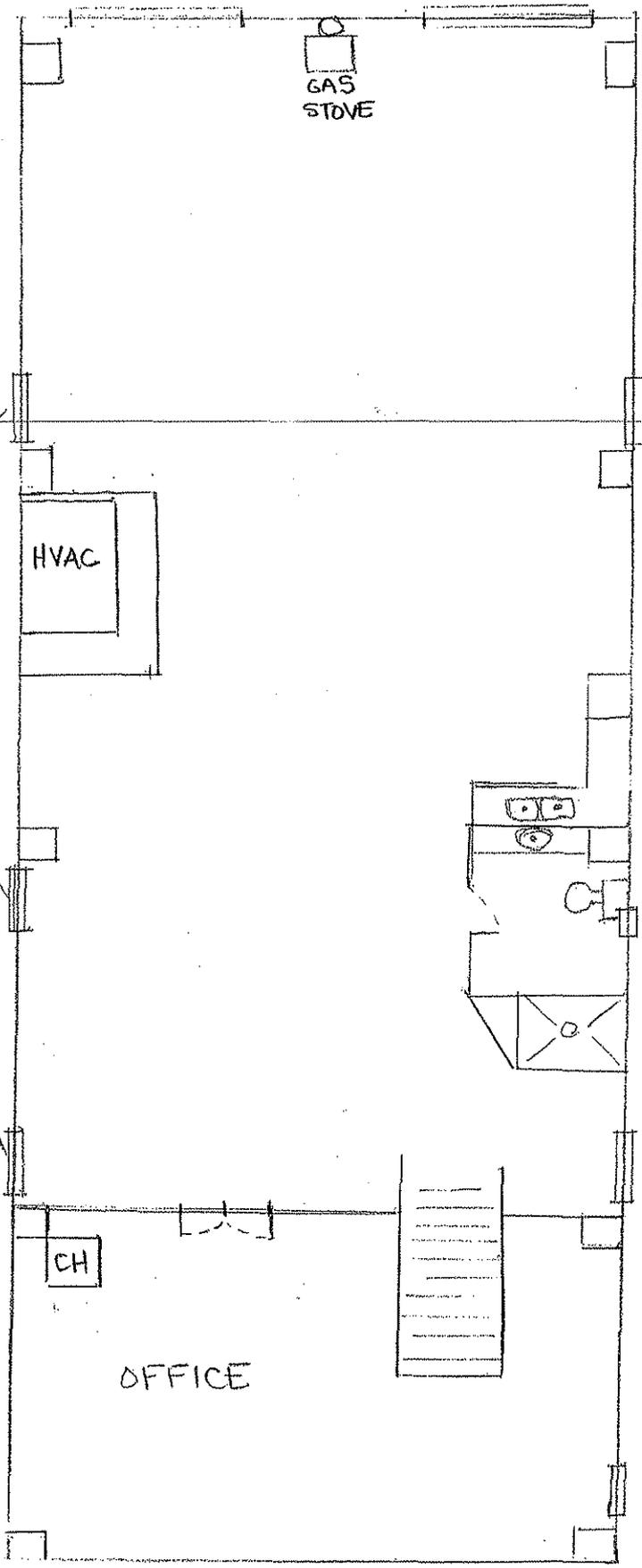
Date application returned to applicant for completion: \_\_\_\_\_

Date application returned to City: \_\_\_\_\_

By: \_\_\_\_\_



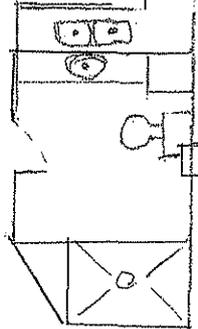




PROPOSED WINDOWS  
TO OPEN ON  
WEST WALL

HVAC

GAS  
STOVE



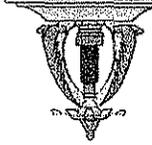
CH

OFFICE

# Carter's Fire Sprinkler Maintenance & Piping, Inc.

40478 Baptist Church Drive, Lebanon, OR 97355 - Since 1980 CCB#: 65671

Phone: (541) 258-8510 24Hour EMERGENCY SERVICE



<b>Proposal submitted to:</b>	
Jay Annunzio 1840 17th Ave. SW Albany, OR. 97321	
Phone #	(541) 619-4405
Fax #	
Contact	Jay Annunzio

<b>Work to be performed at:</b>	
Shultz Building 212 First Aive SE Albany, OR. 97321	
Phone #	(541) 619-4405
Fax #	-
Contact	Jay Annunzio

Description of project: Fire Sprinkler System for Existing Building to NFPA and Local Fire Codes

Date of proposal	Date of plans	Start work date	Your inquiry number	Proposal No.
December 30, 2008	N/A	Open	Open	1230-08

## BID PRICE:

Fifty-two Thousand Hundred Five Hundred Dollars + 00/100 (\$52,500.00)

## INCLUDED:

- Labor and equipment
- Design, hydraulic calculations, and permit submittal.
- CPVC Blazemaster Pipe and Fittings for Up Stairs System
- All piping will be Galvanized
- 2" and Smaller will be Sch 40 with Threaded and grooved Fittings
- 2 1/2" and Larger will be Sch 10 with Grooved and Mechanical Fittings
- Riser will be Located on Main Floor
- System Installed to cover existing Building
- Install Underground from PIV into Building
- Install Back-flow and Fire Department Connection Piping
- Install Fire Department Connection East Corner of Building outside
- Run Main Drain Into Street / Remote Water Meter Located in Sidewalk

## EXCLUDED:

- Any increase in cost of materials/freight from date of Proposal.
- Any permit costs/fees
- Any sheet-rock repairs
- Any leaks caused by disturbing piping
- Any Hydrant Testing
- Any Fire Sprinkler Inspection

Date of proposal	Date of plans	Start work date	Your inquiry number	Proposal No.
December 30, 2008	Open	Open	Open	1230-08

**GENERAL TERMS AND CONDITIONS**

As particular terms and conditions of this agreement, and in consideration of the performance of this agreement, the Buyer or Owner and Carter's Fire Sprinkler Maintenance and Piping, Inc. (Carter's) agree as follows:

**ENTIRE CONTRACT**

The provisions herein contained constitute all of the terms and conditions of this contract. No changes or additions shall be binding upon Carter's unless in writing and signed by an authorized representative of Carter's. Any terms or conditions of Buyer or Owner's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and Buyer or Owner's order shall be governed only by the terms and conditions appearing herein. This contract is not subject to cancellation, suspension or reduction in amount, except with Carter's written consent and upon terms, which reimburse Carter's for work performed, reasonable overhead and lost profit.

**PAYMENT**

Unless otherwise agreed in writing, any amounts due by Buyer or Owner to Carter's shall be due in full within ten (10) days on any progressive billings and/or at the conclusion of the job. In the event that the Buyer or Owner fails to pay any amount due under this agreement within thirty (30) days of invoicing, Buyer or Owner hereby agrees that any balance remaining shall bear interest at the amount of 1.5 % per month, or a minimum \$5.00 charge whichever is greater. Payments made shall first be applied toward accrued interest, and then toward any remaining principal due under this agreement. In the event that Buyer or Owner fails to pay, and Carter's brings an action to enforce this agreement, Buyer or Owner agrees to pay Carter's reasonable attorney fees, costs and disbursements as determined by a court of competent jurisdiction.

**DELAYS**

Carter's shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Buyer or Owner, acts of civil or military authorities, government regulations, or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accident to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure of or delay in furnishing correct or complete information by Buyer or Owner with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance, and any other cases or causes beyond the control of Carter's, whether or not similar to the foregoing. In the event of any delay caused as previously mentioned, the completion shall be extended for a period equal to any such delay and this contract shall not be void or voidable because of any such delay. In case work is temporarily discontinued, due to any of the foregoing, all unpaid installments for the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice by Buyer or Owner.

**EXCAVATION**

In the event the work herein requires excavation, the Buyer or Owner shall pay as an extra to the contract price the cost for any additional work performed by the Carter's due to water, quicksand, rock or other unforeseen obstruction encountered or shoring if required.

**SITE FACILITIES**

Buyer or Owner shall furnish all necessary facilities for performance of its work by Carter's, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed, Buyer or Owner shall supply and maintain sufficient heat to prevent freezing of the system.

**STRUCTURE AND SITE CONDITIONS**

While Carter's will exercise reasonable care in the character, condition or use of foundations, walls, or other structures not erected by it, Carter's shall not be liable for any damage resulting from excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Buyer or Owner unless otherwise specified. Buyer or Owner warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Buyer or Owner shall have all things in readiness for installation including, but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Buyer or Owner shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection the Buyer or Owner shall reimburse Carter's for all expenses caused by such failure to have such things in readiness. Failure to make areas available to Carter's during performance in accordance with schedules, which are the basis of Carter's proposal, shall be considered a failure to have things in readiness for erection in accordance with the terms of this contract.

**INTERFERENCES**

Buyer or Owner shall be responsible to coordinate the work of other trades (ducting, piping, electrical, ect.) and Buyer or Owner shall be responsible for additional costs incurred by Carter's arising out of interference's to Carter's work caused by such other trade(s).

**LIMITATIONS OF LIABILITY**

In no event shall Carter's be liable for special or consequential damages. Carter's liability on any claim whether or not based in contract or in tort or occasioned by Carter's active or passive negligence for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom, or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled "Warranty".

**INCIDENTAL LOSSES**

All loss or damage from any cause (not the fault of Carter's) to the materials, tools, equipment, work or workmen of Carter's or its agents or subcontractors while in or about the premises of the Buyer or Owner shall be borne and paid for by the Buyer or Owner.

**WARRANTY**

Carter's agrees that for a period of one (1) year after completion of said installation it will, at its expense, repair or replace any defective materials or workmanship supplied or performed by Carter's. Upon completion of the installation, the system will be turned over to the Buyer or Owner fully inspected, tested and in operative condition. As it is thereafter the responsibility of the Buyer or Owner to maintain it in operation condition. It is understood that Carter's does not guarantee the operation of the system. Carter's further warrants the products of other manufacturers supplied hereunder, only to the extent of the warranty of the respective manufacturer.

Buyer/Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

Date of proposal	Date of plans	Start work date	Your inquiry number	Proposal No.
December 30, 2008	N/A	Open	Open	1230-08

**GENERAL TERMS AND CONDITIONS** (Continued)

**MODIFICATIONS AND SUBSTITUTIONS**

Carter's reserves the right to modify material of Carter's design sold hereunder and / or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially effect the performance of the material or lessen in any way the utility of the material to the Buyer or Owner

**ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WARRANTIES OF MERCHANTABILITY OR FITNESS, WHICH EXCEED THE AFORESTATED OBLIGATION, ARE HEREBY EXCLUDED, INCLUDING ANY WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.**

**SEVERABILITY**

Should any part term or provision of this agreement be found by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining provisions hereof shall not be affected thereby.

**ASSIGNMENT**

Any assignment of this contract by Buyer or Owner without the written consent of Carter's shall be void. Carter's may assign this contract to its subsidiaries and affiliates.

**CHANGES, ALTERATIONS, ADDITIONS**

Changes, alterations and additions to the plans, specifications, or construction schedule for this contract shall be invalid unless approved in writing by Carter's. Changes approved in writing by Carter's shall result in a corresponding increase or decrease in the contract price as herein provided. The value of additional work shall be agreed upon in writing prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Carter's elects to continue performance to avoid delays, then the estimate of Carter's Estimating Department as to the value of the work shall be deemed accepted by the Buyer or Owner.

**PRICES**

In addition to the prices specified herein, Buyer or Owner shall pay for all extra work requested by Buyer or Owner or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Buyer or Owner with respect to location, type of occupancy, or other details of work to be performed hereunder. In the event the layout of Buyer or Owner's facilities has been altered, or is altered by Buyer or Owner prior to completion dates quoted herein, Carter's shall charge as may be required.

**LEGAL NOTICE**

For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

**CLAIMS**

Any claim against Carter's arising hereunder shall be deemed waived unless received by Carter's in writing with particulars, within ten (10) days after incident.

**DEFAULT**

In case of any default by Buyer or Owner, Carter's shall be entitled to payment for all work performed, all termination costs incurred, and any other costs incurred by Carter's, including overhead and profit. Carter's shall also be entitled to shut off the water from said system and remove all or a portion of the system. All such remedies of Carter's are cumulative and not exclusive.

Default by Buyer or Owner shall consist of: Failure to pay any invoices when due, no demand being necessary, or any act or omission on the part of Buyer or Owner whereby Carter's is prevented from completing said installation, or receivership, bankruptcy, assignment for the benefit of creditors, or any other form of insolvency proceedings by or against Buyer or Owner or in case said premises or said system shall be attached, liened or seized by process of law and such attachment of lien shall not be vacated or seizure terminated within ten (10) days after its occurrence

**BACK CHARGE**

No back charges or offsets shall be levied by the Buyer or Owner against Carter's unless seven days prior written notice is given to Carter's to correct any alleged work deficiencies or clean up which necessitates such charges and unless said work deficiencies are the direct fault of Carter's.

**OSHA**

Buyer or Owner will indemnify and hold harmless Carter's from and against any claims, demands or damages resulting from the enforcement of the occupational Safety Health Act (Public Law 91-596), unless said claims, demands or damages are a direct result of causes within the exclusive control of Carter's.

Buyer/Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

Date of proposal	Date of plans	Start work date	Your inquiry number	Proposal No.
December 30, 2008	N/A	Open	Open	1230-08

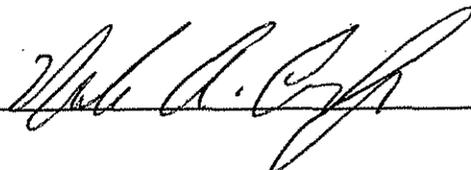
Description of project: Fire Sprinkler System for Existing Building to NFPA and Local Fire Codes  
0

For the sum of: Fifty-two Thousand Hundred Five Hundred Dollars + 00/100 (\$52,500.00)

Payment to be made as followed: All invoices are due 10 days after the invoice date.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations deviations from the prior page specifications involving extra costs will be executed only upon written orders, and will become an extra cost over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

**Note: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.**

Authorized Signature:  Nick A. Carter Jr.  
President

The price, specifications, term, and conditions are satisfactory and are hereby accepted. You are authorized to complete this proposal as specified. Payment will be made as out lined above.

Buyer or Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Signature Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**INSTRUCTIONS:**

Please sign and initial where indicated. Make any copies that you will need and return the original to Carter's Fire Sprinkler with down payment if applicable (40478 Baptist Church Drive, Lebanon, OR 97355). Carter's Fire Sprinkler will contact you to proceed with proposal and scheduling. If there are design/engineering/permits to be performed please allow 3 to 4 weeks for this process. The permit processing time could take longer depending on the county or city processing.

**PROPOSAL**

**RAINBOW FIRE SPRINKLERS, INC.**

38867 SCRAMEL HILL RD. NE  
ALBANY, OR 97321  
(541) 327-3666 PHONE / FAX

Proposal submitted to: Janine Annunzio		Phone: 967-7879	Date: March 2, 2009
Street: 1840 SW 17 <sup>th</sup>		Job Name: Schultz Building Fire Sprinkler Addition	
City, State and Zip Code: Albany, Or 97321		Job Location: 212 East First Street, Albany	
Architect:	Date of Plans:	Job Phone:	

We hereby submit specifications and estimates for:

A new wet fire sprinkler system in the existing 3740 sq. ft. building. It will conform to NFPA 13 specifications for pipe schedule systems and begin at the city water main in the street outside the building. Included in this bid:

1. A four-inch hot tap on the city main by A&A Drilling.
2. All excavation, backfill, paving, and concrete work.
3. A post indicator valve outside the building.
4. Four-inch underground piping into building.
5. A three-inch Wilkins 350 ADA backflow prevention device.
6. A three-inch Tyco riser manifold (with drain and flow switch alarm)
7. All interior piping, hangers, and bracing to supply sprinkler heads above and below ceilings on the ground floor and near the ceiling on the second floor.
8. All submittal and permit fees.

Bid does NOT include:

1. Any painting of pipe.
2. Any electrical or alarm connections.
3. Any restoration of flooring beyond concrete.
4. Any hydraulic calculation of pipe systems

**We propose** hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

\_\_\_\_\_ Twenty five thousand five hundred \_\_\_\_\_ dollars (\$\_25,500.00\_\_\_\_\_)

Payment to be made as follows:  
\_\_\_\_\_ progress payments \_\_\_\_\_

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

**RAINBOW FIRE SPRINKLERS, INC. Authorized Signature**

*Note: This proposal may be withdrawn by us if not accepted within 30 days.*

**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 made as outlined above.  
Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

*\*A signed proposal must be returned to our office before work begins.*



# PROPOSAL

DATE: FEBRUARY 13, 2009

**RITE WAY ELECTRIC, INC.**

2904 Three Lakes Road SE  
Albany, Oregon 97322  
CCB# 40077 - 541-926-0504 or 1-800-848-0504 - Fax 541-926-2656

**TO:** JAY ANNUNZIO  
1840 17TH AVENUE SW  
ALBANY, OREGON 97321

**Job Name/Location:** 212 EAST FIRST STREET  
ALBANY OREGON  
PAGE ONE

**Attn:** JAY

**Contact Phone Number:** 541-967-7879

We hereby submit specification and estimates for:

### UPSTAIRS WIRING:

RITE WAY ELECTRIC TO PROVIDE AND INSTALL THE FOLLOWING:

- \* (1) PADDLE FAN OUTLET (FAN FURNISHED BY OTHERS)
- \* (2) WALL SCONCE OUTLETS IN BATHROOM (FAN FURNISHED BY OTHERS)
- \* (1) CEILING LIGHT OUTLET (FAN FURNISHED BY OTHERS)
- \* (1) 4-LAMP SURFACE T-8 FIXTURE IN THE SOUTH ROOM (FIXTURE FURNISHED BY RITE WAY)
- \* (1) 2-LAMP SURFACE T-8 FIXTURE IN SOUTH ROOM (FIXTURE FURNISHED BY RITE WAY)
- \* (2) SWITCHED RECEPTACLES IN CEILING FOR LIGHTING
- \* (2) RECESSED CANS OVER KITCHEN AREA (FIXTURE FURNISHED BY RITE WAY)
- \* (1) RECESSED CAN AT TOP OF STAIRS (FIXTURE FURNISHED BY RITE WAY)
- \* (4) 3-WAY SWITCHES
- \* (7) SINGLE POLE SWITCHES

### EXTERIOR LIGHTING:

- \* (3) EXTERIOR WALL MOUNT FIXTURE OUTLETS WITH PHOTO EYE CELL (FIXTURE FURNISHED BY OTHERS)
- \* (2) EXTERIOR CAN LIGHTS MOUNTED IN AWNING (FIXTURE FURNISHED BY RITE WAY)
- \* (1) LIGHT AND CIRCUIT TO ILLUMINATE "SCHULTZ" SIGN (FIXTURE FURNISHED BY RITE WAY)
- \* ALL CIRCUITS WILL EITHER COME FROM EXISTING PANEL DOWNSTAIRS OR THE NEW PANEL IN THE UPSTAIRS. EITHER LOCATION IS THE SAME PRICE

### UPSTAIRS WIRING:

- \* (7) RECEPTACLES INSTALLED WITH MC CABLE
- \* (6) RECEPTACLES INSTALLED WITH EMT CONDUIT ON SURFACE

CONTINUED

**WE PROPOSE** hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

- CONTINUED - dollars (\$ CONTD )

Payment to be made as follows:

50% DOWN PAYMENT UPON ACCEPTANCE OF PROPOSAL. BALANCE UPON COMPLETION OF JOB.

### CONTRACT TERMS AND CONDITIONS

The CONTRACTOR, Rite Way Electric, Inc, and the Buyer (referenced herein), for the considerations hereinafter named, agree as follows:

A. The CONTRACTOR agrees to furnish and install all electrical equipment and supplies as shown above that are required for the prompt and efficient execution of the work as described. All labor and materials to be furnished according to industry standards. If Buyer desires installation and/or materials to differ from industry standards, such modifications must be attached to this contract as an addendum and approved by CONTRACTOR. - B. The CONTRACTOR shall comply with all codes, ordinances, regulations, and requirements of all local governing authorities. - C. In the event of any litigation or arbitration to enforce the terms of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees. Venue and jurisdiction of any action shall be Linn County, Oregon. Finance charges of 1% per month will be assessed on all past due invoices. - D. Change Orders: Buyer may, without invalidating this Contract, order extra work or changes adding to, or deducting from work. The cost of change orders shall be calculated based on 1) time and material costs or 2) a fixed price amount. Change Orders will become a part of this Contract and the Contract terms once the Change Order form is executed by Buyer and approved Contractor. Payment of the Change Order items shall be made upon completion of the Contract. - E. Buyer acknowledges that Contractor will base its estimate of labor and materials to be furnished after a careful and thorough inspection of the premises and existing wiring system, electrical equipment, etc. Buyer agrees to disclose any condition that might impact the cost of work to be performed by Contractor. Buyer further acknowledges that the cost of work to be performed by Contractor may increase due to hidden and/or unforeseen conditions existing in the house or commercial structure prior to commencement of work. If such conditions are found to exist, Contractor will immediately notify Buyer of such conditions and provide a written estimate of the increase or decrease in cost of work. Buyer may elect to terminate this Contract upon presentation of the estimate, but unconditionally promises to pay Contractor for the value of work performed up to and including the date of termination, including 100% of the cost of materials or equipment, provided there are no disputes regarding the quality of work performed or material used. - F. Buyer agrees to promptly review and pay all invoices within 30 days of the date of invoice. All invoices will be deemed as accurate and accepted unless Buyer sends a written objection to Contractor within 10 calendar days after Buyer receives the invoice(s). All labor and materials furnished by Contractor shall be deemed accepted unless Buyer sends a written objections to Contractor within 10 calendar days after final completion of the contract work, including Change Order requests. Acceptance by Buyer shall in no way void or limit any product or labor warranties. - G. Equipment. Contractor makes no warranties regarding the Buyer's ultimate satisfaction with the type of equipment to be installed. Contractor will advise Buyer of the various alternatives and types of equipment available to make a recommendation if asked based upon the Buyer's specific needs. - H. Warranties: One year on parts and labor plus additional warranties that the manufacturer might provide. Rite Way Electric, Inc. makes no other warranty, express or implied, with respect to any product or part sold hereunder.

Authorized Signature: \_\_\_\_\_

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

JERYL DETWEILER

**ACCEPTANCE OF PROPOSAL** - The above prices, specifications, contract terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

MOSSFORDS&S 8/08



# PROPOSAL

DATE: FEBRUARY 13, 2009

## RITE WAY ELECTRIC, INC.

2904 Three Lakes Road SE  
Albany, Oregon 97322  
CCB# 40077 - 541-926-0504 or 1-800-848-0504 - Fax 541-926-2656

TO: JAY ANNUNZIO  
1840 17TH AVENUE SW  
ALBANY, OREGON 97321

Job Name/Location: 212 EAST FIRST STREET  
ALBANY OREGON  
PAGE TWO

Attn: JAY

Contact Phone Number: 541-967-7879

We hereby submit specification and estimates for:

### UPSTAIRS WIRING CONT'D:

- \* (2) DEDICATED GFCI RECEPTACLES INSTALLED WITH EMT CONDUIT ON SURFACE
- \* (1) GAS ON DEMAND WATER HEATER OUTLET
- \* (1) GFCI RECEPTACLE FOR BATHROOM
- \* (1) RECEPTACLE INSTALLED WITH EMT CONDUIT ON SURFACE FOR GAS FIREPLACE
- \* TIME FOR REINSTALLING SURFACE CONDUIT THAT MAY BE IN THE WAY OF INSTALLING SHEETROCK

\*\*SUBJECT TO POWER COMPANY APPROVAL.

\*\*ANY UTILITY CHARGES AND FEES NOT INCLUDED IN ABOVE PRICING.

\*\*REQUIRED PERMITS AND INSPECTIONS TO INSURE SAFETY AND QUALITY.

\*\*EXCLUDING ANY CARPENTRY/SHEETROCK/PLASTER WORK OR REPAIRS, IF NECESSARY.

\*\*RITE WAY ELECTRIC IS NOT RESPONSIBLE FOR EXISTING WIRING NOT UP TO CODE, IN NEED OF REPAIR OR CHANGE DUE TO NEW WORK

**WE PROPOSE** hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

- NINE THOUSAND EIGHT HUNDRED AND FORTY EIGHT AND NO/100 \_\_\_\_\_ dollars (\$ 9,848.00 ).

Payment to be made as follows:

50% DOWN PAYMENT UPON ACCEPTANCE OF PROPOSAL. BALANCE UPON COMPLETION OF JOB.

### CONTRACT TERMS AND CONDITIONS

The CONTRACTOR, Rite Way Electric, Inc. and the Buyer (referenced herein), for the considerations hereinafter named, agree as follows:

A. The CONTRACTOR agrees to furnish and install all electrical equipment and supplies as shown above that are required for the prompt and efficient execution of the work as described. All labor and materials to be furnished according to industry standards. If Buyer desires installation and/or materials to differ from industry standards, such modifications must be attached to this contract as an addendum and approved by CONTRACTOR. - B. The CONTRACTOR shall comply with all codes, ordinances, regulations, and requirements of all local governing authorities. - C. In the event of any litigation or arbitration to enforce the terms of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees. Venue and jurisdiction of any action shall be Lion County, Oregon. Finance charges of 1% per month will be assessed on all past due invoices. - D. Change Orders: Buyer may, without invalidating this Contract, order extra work or changes adding to, or deducting from work. The cost of change orders shall be calculated based on 1) time and material costs or 2) a fixed price amount. Change Orders will become a part of this Contract and the Contract terms once the Change Order form is executed by Buyer and approved Contractor. Payment of the Change Order items shall be made upon completion of the Contract. - E. Buyer acknowledges that Contractor will base its estimate of labor and materials to be furnished after a careful and thorough inspection of the premises and existing wiring system, electrical equipment, etc. Buyer agrees to disclose any condition that might impact the cost of work to be performed by Contractor. Buyer further acknowledges that the cost of work to be performed by Contractor may increase due to hidden and/or unforeseen conditions existing in the house or commercial structure prior to commencement of work. If such conditions are found to exist, Contractor will immediately notify Buyer of such conditions and provide a written estimate of the increase or decrease in cost of work. Buyer may elect to terminate this Contract upon presentation of the estimate, but unconditionally promises to pay Contractor for the value of work performed up to and including the date of termination, including 100% of the cost of materials or equipment, provided there are no disputes regarding the quality of work performed or material used. - F. Buyer agrees to promptly review and pay all invoices within 30 days of the date of invoice. All invoices will be deemed as accurate and accepted unless Buyer sends a written objection to Contractor within 10 calendar days after Buyer receives the invoice(s). All labor and materials furnished by Contractor shall be deemed accepted unless Buyer sends a written objections to Contractor within 10 calendar days after final completion of the contract work, including Change Order requests. Acceptance by Buyer shall in no way void or limit any product or labor warranties. - G. Equipment. Contractor makes no warranties regarding the Buyer's ultimate satisfaction with the type of equipment to be installed. Contractor will advise Buyer of the various alternatives and types of equipment available to make a recommendation if asked based upon the Buyer's specific needs. - H. Warranties: One year on parts and labor plus additional warranties that the manufacturer might provide. Rite Way Electric, Inc. makes no other warranty, express or implied, with respect to any product of part sold hereunder.

Authorized  
Signature: \_\_\_\_\_

JERYL DETWEILER

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications, contract terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_



# PROPOSAL

DATE: FEBRUARY 13, 2009

## RITE WAY ELECTRIC, INC.

2904 Three Lakes Road SE  
Albany, Oregon 97322  
GCB#40077 -- 541-926-0504 or 1-800-848-0504 -- Fax 541-926-2656

TO: JAY ANNUNZIO  
1840 17TH AVENUE SW  
ALBANY, OREGON 97321

Job Name/Location: 212 EAST FIRST STREET  
ALBANY OREGON  
OPTION FOR NEW SERVICE

Attn: JAY

Contact Phone Number: 541-967-7879

We hereby submit specification and estimates for:

### OPTION FOR NEW SERVICE:

- \* PROVIDE AND INSTALL (1) 200AMP OVERHEAD COMMERCIAL SERVICE ON BACK OF BUILDING
- \* PROVIDE AND INSTALL (1) 200AMP FEEDER FROM BACK OF BUILDING TO UPSTAIRS UNIT (APPROX. 80FT)
- \* PROVIDE AND INSTALL (1) 42 SPACE /200AMP PANEL UPSTAIRS IN STORAGE AREA
- \* GROUNDING AND BONDING PER NATIONAL ELECTRICAL CODE

- \*\*SUBJECT TO POWER COMPANY APPROVAL
- \*\*ANY UTILITY CHARGES AND FEES NOT INCLUDED IN ABOVE PRICING.
- \*\*REQUIRED PERMITS AND INSPECTIONS TO INSURE SAFETY AND QUALITY.
- \*\*EXCLUDING ANY CARPENTRY/SHEETROCK/PLASTER WORK OR REPAIRS, IF NECESSARY.
- \*\*RITE WAY ELECTRIC IS NOT RESPONSIBLE FOR EXISTING WIRING NOT UP TO CODE, IN NEED OF REPAIR OR CHANGE DUE TO NEW WORK.

**WE PROPOSE** hereby to furnish material and labor -- complete in accordance with the above specifications, for the sum of:

- THREE THOUSAND NINE HUNDRED AND SEVENTY AND NO/00 ----- dollars (\$ 3,970.00 ).

Payment to be made as follows:

50% DOWN. PAYMENT UPON ACCEPTANCE OF PROPOSAL. BALANCE UPON COMPLETION OF JOB.

### CONTRACT TERMS AND CONDITIONS

The CONTRACTOR, Rite Way Electric, Inc, and the Buyer (referenced herein), for the considerations hereinafter named, agree as follows:

A. The CONTRACTOR agrees to furnish and install all electrical equipment and supplies as shown above that are required for the prompt and efficient execution of the work as described. All labor and materials to be furnished according to industry standards. If Buyer desires installation and/or materials to differ from industry standards, such modifications must be attached to this contract as an addendum and approved by CONTRACTOR. -- B. The CONTRACTOR shall comply with all codes, ordinances, regulations, and requirements of all local governing authorities. -- C. In the event of any litigation or arbitration to enforce the terms of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees. Venue and jurisdiction of any action shall be Line County, Oregon. Finance charges of 1% per month will be assessed on all past due invoices. -- D. Change Orders: Buyer may, without invalidating this Contract, order extra work or changes adding to, or deducting from work. The cost of change orders shall be calculated based on 1) time and material costs or 2) a fixed price amount. Change Orders will become a part of this Contract and the Contract terms once the Change Order form is executed by Buyer and approved Contractor. Payment of the Change Order items shall be made upon completion of the Contract. -- E. Buyer acknowledges that Contractor will base its estimate of labor and materials to be furnished after a careful and thorough inspection of the premises and existing wiring system, electrical equipment, etc. Buyer agrees to disclose any condition that might impact the cost of work to be performed by Contractor. Buyer further acknowledges that the cost of work to be performed by Contractor may increase due to hidden and/or unforeseen conditions existing in the house or commercial structure prior to commencement of work. If such conditions are found to exist, Contractor will immediately notify Buyer of such conditions and provide a written estimate of the increase or decrease in cost of work. Buyer may elect to terminate this Contract upon presentation of the estimate, but unconditionally promises to pay Contractor for the value of work performed up to and including the date of termination, including 100% of the cost of materials or equipment, provided there are no disputes regarding the quality of work performed or material used. -- F. Buyer agrees to promptly review and pay all invoices within 30 days of the date of invoice. All invoices will be deemed as accurate and accepted unless Buyer sends a written objection to Contractor within 10 calendar days after Buyer receives the invoice(s). All labor and materials furnished by Contractor shall be deemed accepted unless Buyer sends a written objection to Contractor within 10 calendar days after final completion of the contract work, including Change Order requests. Acceptance by Buyer shall in no way void or limit any product or labor warranties. -- G. Equipment, Contractor makes no warranties regarding the Buyer's ultimate satisfaction with the type of equipment to be installed. Contractor will advise Buyer of the various alternatives and types of equipment available to make a recommendation if asked based upon the Buyer's specific needs. -- H. Warranties: One year on parts and labor plus additional warranties that the manufacturer might provide. Rite Way Electric, Inc. makes no other warranty, express or implied, with respect to any product or part sold hereunder.

Authorized  
Signature: \_\_\_\_\_

JERYL DETWEILER

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL -- The above prices, specifications, contract terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

MSRFD-0096N 6/08

**Cascade Stone Craft  
3890 S.E. Choctaw St.  
Prineville, Oregon 97754  
(541) 948-3438  
CCB# 165480  
PROPOSAL-ESTIMATE**

January 19, 2009

Proposal # 1973

**Submitted To:**

**Jay Annunzio  
1840 17th Ave.  
S.W. Albany, Oregon 97321**

**Project Address:**

**212 1st Ave.  
S.E. Albany, Oregon 97321**

\*\*\*\*\*

**Cascade Stone Craft hereby proposes to furnish materials and equipment, and perform all labor necessary to complete the following work: Demolition and removal of CMU block in three west side second story window openings. Replace sill, jamb, and arched header lintel bricks as needed along with re-grouting head and bed joints as needed. Prep sills, jambs and header lintels for window placement.**

**All materials will be specified and replacement brick will be matching as close as possible since the current brick used are not manufactured now. The above work is to be performed in accordance with standard masonry practices and completed in a manner *Cascade Stone Craft* is proud to offer their customers for the sum of, Four Thousand Eight Hundred Eighty Dollars, (\$4,880.00) with payment to be made as follows: A fifty percent scheduling and material deposit in the amount of Two Thousand Four Hundred Forty Dollars, (\$2,440.00) is required before work will begin on the above project with the balance due immediately upon completion.**

**Any alteration or deviation from the scope of work described in this proposal involving extra costs will be executed only upon written orders and will become an extra charge over and above this Proposal amount. All agreements are contingent upon strikes, accidents or delays beyond our control. Our firm is bonded and licensed. If applicable, a late payment charge: 24% annual rate (2% per month) on past due charges will be attached. If suit or action is brought to collect the amount due on this contract or any part thereof, the Owner hereby promises to pay such**

additional sum as the court may adjudge reasonable such as attorneys fees and court costs in said suit or action. All orders are subject to the terms and conditions in this agreement, no other agreement, representation or warranty, expressed or implied has been made or shall modify this order unless in writing and signed by both parties.

Respectfully submitted by,

*John Wright*  
*Cascade Stone Craft*

**Note: This proposal may be withdrawn by us if it is not accepted with (10) days.**

**ACCEPTANCE:**

**You are hereby authorized to furnish material, equipment and labor required to complete the work described in the above Proposal, for which the undersigned agrees to pay the amount stated in said Proposal and according to the terms thereof.**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

### III. Your Security System and Options

***Attn: Jay & Jeanine Annunzio***  
 212 First Ave. / Albany, OR 97321 / 541.967.7879

#### **Basic System: Commercial Intrusion Alarm**

1 - **First Alert Professional FA168CPS Alarm Control Panel (with Fault Kit).** Your control panel supports up to 8 individual zones and it is expandable up to 48 zones. The sensors of your alarm system are connected to this panel (either hard-wired or wireless sensors). And you can arm/disarm two separate parts of your building independently from one another (i.e. "**partitioning**"). Your panel will be installed *upstairs closet* near your main electrical panel.

***NOTE: this panel is NOT U.L. Rated for Commercial Fire (you will need a different panel, if you wish to install a combination intrusion & fire alarm system).***

1 - **Back-up Battery.** This is a rechargeable battery and it is connected to a trickle charger. If power is lost, the battery will keep your alarm system operational.

1 - **Digital Communicator.** This allows your alarm panel to report an alarm condition to our Central Station. Using your telephone line, it tells us the type of alarm so we can dispatch help.

1 - **RJ31X Terminal Interconnect Telephone Jack.** This is connected to the Digital Communicator and allows the alarm control panel to utilize the telephone line to send its report(s).

2 - **First Alert Professional FA570 Alphanumeric Keypads.** Your keypads will be installed in your *Front Entry & East Entry areas*. These are what you will use to arm and disarm your system and select functions you want to use. (*Client to confirm location prior to installation*).



2 - **Interior Audible Alarm Sounders.** These are part of the keypads. They will sound during normal entry to remind you to disarm the system, and during an alarm condition.

1 - **Exterior Audible Siren.** Your siren will be mounted in a metal housing on the outside of the building. It will sound when an alarm condition is triggered.

3 - **Door Sensors.** These will sense opening of a door and sound pre-alarm warning and or siren. These are surface mounted on the door.

*East Entry                      Front Entry                      Rear Entry*

3 - **2560T Infrared Motion Detectors.** These sensors are a back up to perimeter detection and may be armed in the "Away" mode while you are out, or in "Stay" mode while home, which shuts off the motion detection.

*Storefront                      Rear Showroom                      Stairwell*

1 - SAC Yard Sign, and appropriate number of SAC Window/Door Stickers.

1 - One Year Warranty with 24-Hour Service.

1 - City Albany Electrical Permit. *Client to obtain user permit where applicable.*

**Total Equipment & Installation: \$1912 & 25.50 Monthly Local U.L. Listed Central Station Monitoring.**



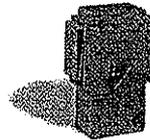
**or you may prefer:**

**Leased System Option: \$695 Initial Investment & \$25.50 Monthly Monitoring & \$45.00 Monthly Lease.**

*\*Existing wiring (for front keypad, siren, etc) must be complete, correct, and compatible with new control panel. Replacement of any existing wiring or components is not included in this bid.*

## Recommendations & Options

A) **Ademco 268 Hold-Up Switch.** This hold-up switch greatly reduces the chances of accidentally tripping an alarm. It can also be smoothly operated with less risk of the danger of being detected. These switches are connected to your Alarm Control Panel and a signal is sent directly to SAC's own Central Monitoring Station. Price, \$129.



B) **Additional 2500 Series Infrared Motion Detectors.** These devices provide back-up protection to perimeter devices. Price, \$125.

*Motion detectors are recommended for areas where valuables are stored.*

C) **Fire Detection.** Fire protection devices can be MONITORED through your security System. In case of fire, control panel will report a "fire" condition to Central Station and the Fire Department is notified.

Chemetronics Rapid Rate of Rise/Fixed Temp. Heat Detectors. Price, \$73 or \$120 wireless.

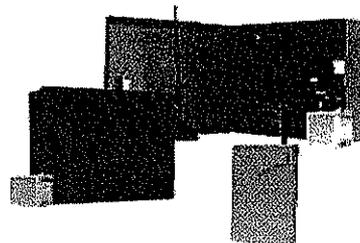
System Sensor Photoelectric Smoke Detectors. Price, \$125 or \$165 wireless.

***NOTE:** These fire protection sensors would be connected directly to your Intrusion Alarm system. The FA168CPS Alarm Control Panel is NOT U.L. Rated for Commercial Fire. So, this does NOT constitute a 100% "fire-compliant" system. A commercial fire alarm system must meet NFPA 72, NEC and other code requirements—and MUST be designed by a certified/licensed designer AND approved by your local Authority Having Jurisdiction (AHJ).*

D) **Intellisense Glass Break Detectors.** These can cover up to 30 linear feet of window area, one per room. They sense the breaking of a window—both pitch and vibration—and sound an alarm. Price, \$167 or \$182 wireless.



E) **Secured Cellular Monitoring.** In case of loss of normal telephone service or a cut phone line, this insures that the alarm system can report to the Central Station. It utilizes a secure path of the cellular network. Cost is \$295 and \$16.00 monthly monitoring fee.  
*Please see enclosed flyer for more details.*



\*A wireless receiver is also required when installing any wireless sensors.

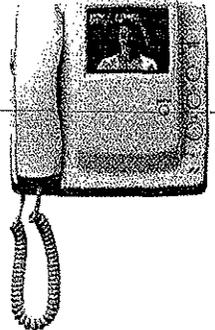
## Your Intercom System & Options

**Attn: Jay & Jeanine Annunzio**  
212 First Ave. / Albany, OR 97321 / 541.967.7879

### **Basic System: Residence (Black & White Video w/ Door Release)**

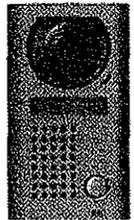
#### **1 - Aiphone MKS-1GD Black & White Video Entry Set w/ Power Supply.**

The Aiphone MKS-1GD is an audio video door answering system complete with a fixed camera door station (MK-DH), an inside Master monitoring station (MK-1GD) and a power supply. *Two additional interior stations may be added to this Aiphone system (MK-1HD).*



#### **1 - MK-DV Surface mount, vandal resistant Audio/Video Door Station.**

The MK-DV is a vandal resistant, surface mount door station used with the MK video entry series. The unit mounts directly to wall surface or to a 1-gang box with an adaptor. The MK-DV faceplate is cast zinc, the call button is metal and the camera is protected with a clear Lexan lens cover. The MK-DV features a fixed CCD camera, speaker and mic for communication, illuminated call directory and infrared illumination LED's for low light conditions.



#### **1 - Aiphone RY-18L Relay Module.**

#### **1 - City of Albany Electrical Permit.**

**Total Equipment & Installation: \$1495.**

**or you may prefer:**

**Leased System Option: \$495 Initial Investment & \$35.00 Monthly Lease.**

*\*Door release buttons are built into each inside station (Master & Subs). However, the installation of an electric door strike is not included in this bid. The installation cost of a door strike is yet to be determined, and this additional cost is dependant upon the type of door, the type of lock, and other factors.*