

# Metro | Agenda

Meeting: Enterprising Places Steering Committee

Date: Monday, October 17, 2016

Time: 3:00 p.m. to 5:00 p.m.

Place: Metro Regional Center, Room 270

Objective: The Steering Committee will review the 1<sup>st</sup> quarter FY 2016 Storefront Improvement grant applications and requests for additional funds and recommend awards. Discussion of future program possibilities to follow, along with celebration of 2 years of superb service by all committee members!

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|--------------|--|-----------|
| <b>I.</b>    | <b>Call to order, review of agenda</b><br><i>Janet Young</i>   | 3:05p.m.  |
| <b>II.</b>   | <b>-Approval of May 9, 2016 meeting summary</b><br><b>-Recognition of August electronic vote</b><br><i>Janet Young</i>   | 3:10 p.m. |
| <b>III.</b>  | <b>Overview of available program funds</b><br><i>Lisa Miles</i>  | 3:15 p.m. |
| <b>IV.</b>   | <b>Consideration of 2 new Storefront Improvement grant applications</b><br>➤ Review of applications, questions and discussion<br>➤ <b>Committee recommendation</b> | 3:20 p.m. |
| <b>V.</b>    | <b>Consideration of 2 Storefront Improvement grant increases</b><br>➤ Review of projects, questions and discussion<br>➤ <b>Committee recommendation</b>            | 3:50 p.m. |
| <b>VI.</b>   | <b>Update on projects completed and those underway</b><br><i>Lisa Miles</i>  | 4:15 p.m. |
| <b>VII.</b>  | <b>Committee input on future program strategy and approach</b><br><i>Deb Meihoff</i><br>➤ Review of projects, questions and discussion                             | 4:20 p.m. |
| <b>VIII.</b> | <b>Committee Recognition</b><br><i>Lisa Miles/Carlotta Collette</i>  | 4:50 p.m. |
|              | <b>Adjourn</b>   | 5:00 p.m. |

Next Meeting: To be confirmed pending May 9 meeting discussions



## **Enterprising Places Steering Committee**

**May 9, 2016**

**3:00 p.m. – 5:00 p.m.**

**Metro Regional Center, Room 270**

### **Committee Members Present**

Janet Young, Chair	Janet Young Consulting
Carlotta Collette	Metro
Sloan Schang	Energy Trust of Oregon
Don Stastny	Stastny: architect llc
Jeanna Woolley	J.M. Woolley and Associates

### **Metro Staff**

Megan Gibb  
Lisa Miles  
Laura Dawson Bodner  
Joel Morton

## **I. CALL TO ORDER, INTRODUCTIONS, REVIEW OF AGENDA**

Chair Young called the meeting to order at 3:07 p.m. She welcomed the committee and its newest member, Councilor Carlotta Collette, and asked members to introduce themselves.

## **II. APPROVAL OF NOVEMBER 23, 2015 MEETING SUMMARY**

Chair Young clarified a motion made at the November meeting.

**Ms. Woolley had moved that the Enterprising Places Steering Committee recommend an increase of the storefront grant award for Cheap Charlie's from \$40,000 to \$50,000, pending final approval of the final design of the interior taproom space and the storefront by the program design committee. Mr. Stastny seconded the motion. The Enterprising Places Steering Committee approved the motion unanimously. All in favor, none opposed.**

Chair Young then asked if there were other amendments to the November 23 meeting summary, and hearing none, called for a motion to approve.

**Ms. Woolley moved to approve the meeting summary and Mr. Schang seconded the motion. All in favor, none opposed.**

## **III. OVERVIEW OF CURRENT AND PROJECTED PROGRAM FUNDS**

Ms. Gibb reviewed program funding. There is \$130,000 remaining, which will cover projects over the next year.

Ms. Miles reminded the committee that if needed, approximately \$120,000 of funding could also be redirected from the program's existing contract with the Albina Opportunities Corporation (AOC). Metro's partnership with AOC was initially established in order to help provide access to credit for any property or business owner receiving a grant that needed help with financing. The organization is also serving as a fiscal agent; they review grant applicants' financial statements to ensure that they are in a sound financial position to be able to provide the pledged matching funds. Ms. Miles explained that the contract establishing for the Metro-AOC partnership was initially set at \$150,000, so that Metro potentially could help buy down interest rates on any approved loans to grantees, and also provide allowances for AOC-provided business training that grantees might need. However, thus far, few of the storefront grantees have needed this type of assistance, so Metro is reevaluating this aspect of the partnership.

Ms. Miles continued, saying that in the first two years the program granted \$147,500 to storefront and district transformation projects. If proposed grants are approved at this meeting, the program will have provided \$224,000 in funding or approximately \$200,000 per year. There has been no marketing other than the initial postcard; applications have come via word of mouth.

#### **IV. CONSIDERATION OF FOUR DISTRICT TRANSFORMATION GRANT APPLICATIONS**

Ms. Miles introduced four district transformation grant applications for consideration. She began by describing the Milwaukie project, a food cart pod to be located adjacent to the MAX Orange Line Milwaukie station. There will be 12 to 15 carts. The food cart manager will provide the matching funds to this grant request for \$10,000. She recommended that the money be earmarked for furniture or other place making elements.

Chair Young suggested that infrastructure that will be installed for this project could be used for future businesses and wondered if funds could be earmarked for those costs. Ms. Miles replied that money should fund design elements such as furniture, lights and planters.

Chair Young asked if there was other discussion on this project, and hearing none, called for a motion.

**Ms. Woolley moved that the Enterprising Places Steering Committee recommend an award of \$10,000 of program funds to the Milwaukie Triangle Food Cart Pod project with the condition that Metro will approve the types of furniture or other design elements that may be purchased. Mr. Stastny seconded the motion. The Enterprising Places Steering Committee approved the motion unanimously. All in favor, none opposed.**

Committee members expressed excitement about the project. Ms. Collette noted that this site is across the street from Riverfront Park and that there is a confluence of other uses with the community college, Dark Horse Comics, the MAX station, the high school and a retirement community nearby. This will be the first food cart development in Milwaukie.

Ms. Miles then shared the application from the City of Forest Grove. She explained that this application is similar to the Get Street Smart workshop, which followed the Michelle Reeves workshop several years ago. This current project will provide education, technical assistance and implementation funds to improve local downtown Forest Grove stores. She clarified that partners include individual downtown business owners and that they are not a formal business association. The City will receive the funding, which would cover the design consultant costs. Ms. Miles expanded upon the experience and skills of Seanette Corkill, the design consultant the city is proposing to collaborate on the project.

Chair Young asked if there was other discussion on this project, and hearing none, called for a motion.

**Councilor Collette moved that the Enterprising Places Steering Committee recommend an award of \$10,000 of program funds to the Forest Grove Small Business Store Design Improvement project. Mr. Stastny seconded the motion. The Enterprising Places Steering Committee approved the motion unanimously. All in favor, none opposed.**

Ms. Miles shared details about the third district transformation application, submitted by the Woodstock Stakeholder Group, Inc. This project aims to create identity and placemaking for the Woodstock Business District through murals. The business leaders driving it have worked together before, Reed College supports it.

Ms. Miles showed some images of murals in the neighborhood. She said that the murals would either need to be permitted through the City of Portland process, which is rigorous, or the project partners would have to work through The Regional Arts and Culture Council (RACC) program. RACC also has an approved list of muralists. She explained that she is reluctant to be involved in reviewing the mural design and would prefer that the designs either just meet the City of Portland and/or RACC criteria.

Chair Young said she would like the funding to go to a specified number of murals, for example, three of them.

Ms. Woolley asked that the creation of public art be inclusive, that the murals do not all have the same vernacular. She would like to see a diversity of representation in the subject matter and in the artists chosen to complete the project, stating that this is part of Metro's role. Several committee members expressed agreement.

Mr. Schang suggested the approval of this grant be contingent on attaining RACC funding. Councilor Collette noted that RACC has a large diversity and equity program and that they have a rigorous vetting process for artists.

Chair Young asked if there was other discussion on this project, and hearing none, called for a motion.

**Ms. Woolley moved that the Enterprising Places Steering Committee recommend an award of \$10,000 of program funds to the Woodstock Street Art Project, contingent upon obtaining RACC support and using an artist vetted by RACC, and that the murals will be painted by diverse artists or contain diverse subject matter. Mr. Schang seconded the motion. The Enterprising Places Steering Committee approved the motion unanimously. All in favor, none opposed.**

Ms. Miles then introduced the fourth project, submitted by the Downtown Oregon City Association (DOCA). The project, called Retail First, aims to recruit, establish, and support new retailers in Oregon City. She said that the project appears very complex. The organizers are in the process of lining up other partners. Funding from the proposed match is not all committed yet. Ms. Miles suggested recommending that this group submit an application once they have the other details in order and funding in place. She said they could apply in November 2016.

The committee discussed this further. Ms. Woolley suggested communicating that the committee is interested in seeing an application once the other details are in place. Chair Young noted that the concept is a good one. She asked for clarity on how the money will be spent, how these dollars can be used to leverage other things, and who the money will serve.

## **V. CONSIDERATION OF TWO STOREFRONT IMPROVEMENT GRANT APPLICATIONS**

Ms. Miles reminded the committee that the maximum grant for storefront improvements is \$50,000. She introduced the first storefront application, Roger and Ives. This business recently relocated from Sellwood and has some established clientele. All tenants of this particular property owner, including Roger and Ives, are on month to month leases. The property owner has suggested he may want to tear down his buildings and put in a parking lot. The proprietor of Roger and Ives requested funding for a canvas awning. Ms. Miles expressed that an awning is not the best use of storefront improvement resources. She added that past experience in this grant program revealed that working with a tenant instead of a property owner could result in a liability issue.

Ms. Woolley questioned offering a grant to a project if the property owner might then tear the building down. Ms. Gibb shared background context on why the property owner is concerned about parking.

Councilor Collette mentioned that the City of Milwaukie is committed to keeping this row of buildings active.

Ms. Miles agreed with Ms. Woolley's point, saying that signage funded by a Wells Fargo grant might be an alternative. The property owner could approach her landlord about constructing a structural awning, or install a blade sign and lighting. Ms. Miles reminded the committee that Wells Fargo provided \$20,000 of grant money for business signage and lighting of which \$2,500 could be available.

Mr. Stastny asked if there is a way to use this grant to incentivize the landlord by denying this request and then giving a grant to the landowner to use on a number of properties.

Ms. Woolley added that perhaps a grant for signage and lighting would motivate other tenants to ask the property owner to replicate the improvements on their storefronts. She suggested that the committee support funds for a blade sign and improved exterior lighting.

Chair Young asked if there was consensus that the committee would not recommend a grant for an awning, but would recommend a Wells Fargo grant for a blade sign and lighting. The committee expressed consensus.

The second Storefront Improvement application is from the owner of Cheap Charlie's and their tenant, who operates a business next door, Bistro 214. Ms. Miles reviewed the original proposal, explaining that Cheap Charlie's received a grant in a previous funding round to improve his building as well as an additional scholarship to improve his business brand. The property owner (Cheap Charlie's) and the tenant (Bistro 214) collaborated on a grant proposal requesting \$10,000 to implement modest upgrades and access design assistance, including paint for three sides of the building and signage. The business tenant currently does not have a strong logo, so additional funding to help develop the signage and identity of the business may be necessary beyond the cost of the sign. The City of Gresham has a fee waiver program until the end of the fiscal year.

Chair Young asked if there was other discussion on this project, and hearing none, called for a motion.

**Councilor Collette moved that the Enterprising Places Steering Committee recommend an award of \$10,000 of program funds to the Bistro 214 Storefront Improvement Project. Ms. Woolley seconded the motion. The Enterprising Places Steering Committee approved the motion unanimously. All in favor, none opposed.**

## **VI. STOREFRONT PROJECT UPDATES AND OVERALL PROGRAM STRATEGY**

Ms. Miles gave an update on completed projects. There are two tenants in the Montavilla project: Townshend's Montavilla Teahouse and Ecobaby Gear. The third space has not yet been rented. The Weinhard's Grill project in Oregon City included activating the side alley, adding roll-up doors from the alley into the building and painting the exterior of the building.

Ms. Miles gave an update on projects likely to be completed by June or July, including Mom and Pop Wine Shop, Deform NW, Let's Play and Cheap Charlie's. Projects that will likely be completed by September 30 include Valley Art, the Anderson Building, and the 42<sup>nd</sup> Avenue On-ramp, and storefront planning for 3<sup>rd</sup> and Roberts.

Lastly, she reviewed potential program adjustments, including completing three to five projects a year and funding larger rather than smaller projects to make program administration more efficient. Consideration of any new grant applications will be postponed until the fall.

Committee comments included:

- Is there a way to do some of the smaller tasks in a way that does not impact the project manager's time?
- Use the same team and provide enough work to keep them interested and engaged.
- The program should provide funds to small businesses that really need it.
- Postcards were sent to business owners, yet most projects so far have been with property owners.
- The value of \$15,000-20,000 has pushed design process and improved storefront design. Design can impact by pushing the activation of areas through setting an example.

## **VII. CONSIDERATION OF E-MAIL APPROVALS PROCESS FOR GRANT INCREASES**

Ms. Miles asked for feedback on the email approval process used in December 2016, and if the same process could be used this summer if needed.

Committee members responded that the email process worked well. Mr. Stastny suggested a conference call if needed.

Ms. Miles said that additional members will be invited to join the committee this fall. In addition, she will present to Metro Council perhaps in the late fall. The Enterprising Places work plan states that a review with Metro Council will take place after three years. At the three year mark, eligible areas will also be reviewed.

Committee members commended Ms. Miles on her excellent work.

## **ADJOURN**

Chair Young adjourned the meeting at 4:47 p.m.

Respectfully submitted by  
Laura Dawson Bodner

**Attachments to the record:**

Item	Document date	Description	Document no.
Updated contact list	May 2016	Steering committee contact list	05/09/16epsc_01
Summary of grant criteria	n/a	Excerpt from EP work plan and guidelines	05/09/16epsc_02
May 2016 Grant Review	05/19/16	PowerPoint presentation	05/09/16epsc_03

# Enterprising Places October 2016 Grant Application Review

## Staff Recommendations and Prior Grant Award Summary

### Summary of Grant Awards/Current Staff Recommendations for FY 2016-2017

District	Proposed Building/Storefront	Applicant	Grant Funds Requested	Wells Fargo Grant \$ Proposed	Staff Recommended Grant Amount
Forest Grove	Valley Art Gallery	Valley Art Association	\$ 30,000		\$ 30,000
<b>Total of August 2016 Awards</b>					<b>\$ 30,000</b>

District	Proposed Building/Storefront	Applicant	Grant Funds Requested	Wells Fargo Grant \$ Proposed	Staff Recommended Grant Amount
<b>Staff Recommended projects:</b>					
Milwaukie	Sarah Smith Building	Jeremiah Smith & Louie Hamlett (New Business Owner, Tenant)	\$ 50,000		\$ 50,000
Brooklyn	Know Thy Food	Jocelyn Grupp Mueller (Business Owner, Tenant)	\$ 10,000		\$ 10,000
Brooklyn	JK Consulting/Vincent's Tailor	Kim & Julio Enciso (Property & Business Owners)	\$ 25,000		\$ 25,000
Hillsboro	Let's Play	Stephen Hamilton (Property & Business Owner)	?		\$ 35,000
<b>Proposed Funding Total for October 2016 Grant Cycle</b>					<b>\$ 120,000</b>

<b>TOTAL OF GRANT FUNDING AVAILABLE IN FY2016-17</b>	<b>\$ 282,000</b>
<b>TOTAL OF GRANTS PREVIOUSLY APPROVED AND CURRENTLY PROPOSED IN FY 2016-17</b>	<b>\$ 150,000</b>
<b>REMAINING PROGRAM FUNDING FOR FY2016-17 IF ALL GRANTS APPROVED AS RECOMMENDED ABOVE</b>	<b>\$ 132,000</b>
<b>TOTAL OF GRANTS APPROVED IN FY2015-16</b>	<b>\$ 224,880</b>
<b>TOTAL OF GRANTS APPROVED IN FY2014-15</b>	<b>\$ 147,500</b>



### Summary of Previous Awards in FY 2014-2015

District	Proposed Building/Storefront	Applicant	Grantee Matching \$	Wells Fargo Grant \$	Approved Metro Grant \$
Brooklyn	JK Consulting/Vincent's Tailor	Kim & Julio Enciso (Property & Business Owners)	\$ 20,000	\$ 5,000	\$ 25,000
Brooklyn	OE&P Building	Andy Leritz (Property & Business Owner)	\$ 10,000		\$ 10,000
Gresham	Cheap Charlie's - Beer+Wine shop	Thuy and Don Nguyen	\$ 40,000		\$ 40,000
Montavilla	Montavilla Retail	Montavilla Retail LLC/Gabe Genauer (Property Owner)	\$ 20,000		\$ 20,000
Oregon City	Busch Weinhard Building	Andy Busch (Property & Business Owner)	\$ 15,000		\$ 15,000
Roseway	Mom & Pop Wine Shop	Telina Rohrer (New Business Owner, Tenant)	\$ 5,000	\$ 2,500	\$ 7,500
Tigard	SubUrban Art Program	Tigard Downtown Alliance	\$ 14,850		\$ 5,000
<b>Total of March 2015 Grant Awards</b>					<b>\$ 122,500</b>
Milwaukie	11103 SE Main St.	Dr. Farid Bolouri, DMD	\$ 5,000		\$ 5,000
Forest Grove	Valley Art Gallery	Valley Art Association	\$ 20,000		\$ 20,000
<b>Total of May 2015 Grant Awards</b>					<b>\$ 25,000</b>

### Summary of Previous Awards in FY 2015-16

District	Proposed Building/Storefront	Applicant	Grantee Matching \$	Wells Fargo Grant \$	Approved Metro Grant \$
Gresham	NE 3rd and Roberts	Richard Bell	\$ 50,000		\$ 50,000
Forest Grove	2001-2003 Main Street, Forest Grove	Sky Holdings, LLC	\$ 50,000		\$ 50,000
<b>Total of August 2015 Grant Awards</b>					<b>\$ 100,000</b>
NE Glisan	O'Neills Tools	Mike O'Neill	\$ 50,000		\$ 50,000
Gresham	Cheap Charlie's - Beer+Wine shop	Thuy and Don Nguyen	\$ 10,000		\$ 10,000
NE 42nd Ave	42nd Avenue Business On-Ramp	Our 42nd Avenue	\$ 9,880		\$ 9,880
<b>Total of November 2015 Awards</b>					<b>\$ 69,880</b>
Roseway	Mom & Pop Wine Shop	Telina Rohrer (New Business Owner, Tenant)	\$ 15,000		\$ 15,000
<b>Total of December 2015 Awards</b>					<b>\$ 15,000</b>
Milwaukie	Milwaukie Triangle Food Cart Pod	City of Milwaukie	\$ 10,000		\$ 10,000
Forest Grove	Small Business Store Design Improvement	City of Forest Grove	\$ 10,000		\$ 10,000
NE 42nd Ave	Woodstock Street Art Project	Woodstock Stakeholder Group, Inc.	\$ 10,000		\$ 10,000
Milwaukie	Roger & Ives	Elizabeth Manwaring	\$ 3,000	\$ 2,500	
Gresham	Bistro 214 Storefront Improvements	Thuy Nguyen (and Katherine Belknap)	\$ 10,000		\$ 10,000
<b>Total of May 2016 Grant Awards</b>					<b>\$ 40,000</b>

**Approved Projects Not Moving Forward**

District	Proposed Building/Storefront	Applicant	Grantee Matching \$	Wells Fargo Grant \$	Approved Metro Grant \$
Gresham	Metzger Building/Bluebird Dining Hall	Cliff Kohler (Property Owner)	\$ 20,000	\$ -	\$ 20,000
Hillsboro	Chop Shop Hair Studio	Travis Henry (Business Owner, Tenant)	\$ 6,000	\$ 2,500	\$ 8,500
Roseway	Rose City Tax & Accounting	Linda Bowers (Property Owner)	\$ 5,000	\$ 2,500	\$ 7,500
NE Glisan	O'Neills Tools	Mike O'Neill	\$ 50,000		\$ 50,000
Milwaukie	Roger & Ives	Elizabeth Manwaring	\$ 3,000	\$ 2,500	
<b>Total Funding Declined</b>					<b>\$ 86,000</b>

**ENTERPRISING PLACES: STOREFRONT IMPROVEMENT GRANT FULL APPLICATION**

Please do not complete full application form until after you have a site visit and interview with Metro Staff.

<b>Date of application</b>	October 10, 2016	
<b>Building/storefront name</b>	Hazel and Pear, Know thy Food Cooperative, ARJ	
<b>Project address</b>	3234-3634 SE Milwaukie Ave., Portland	
<b>Applicant name</b>	Know thy Food Cooperative	
<b>Ownership status</b>	<input type="checkbox"/> I own the property <input type="checkbox"/> I own the property with partners <input checked="" type="checkbox"/> I own my business and lease space from building owner <input type="checkbox"/> I am purchasing the property	
<b>Proposed improvements</b> Check all exterior features that may potentially be addressed by project	<input checked="" type="checkbox"/> paint <input checked="" type="checkbox"/> signage <input checked="" type="checkbox"/> exterior lighting <input checked="" type="checkbox"/> window display lighting <input type="checkbox"/> awning	<input type="checkbox"/> storefront windows <input type="checkbox"/> transom windows <input type="checkbox"/> building entry <input type="checkbox"/> exterior surfaces/window base <input type="checkbox"/> other (list in space below)
<b>Other proposed work</b> List other proposed renovations or planned repairs	We are applying separately for RACC Public Art Funding/ Neighborhood Transformation grant for murals on the sides of the building.	

***Describe your business reasons for wanting to invest in improvements to your storefront.***

Know Thy Food moved into the Brooklyn neighborhood in 2012. Since our arrival, we have been the only source of fresh produce and quality, local food in the neighborhood. By connecting with farmers directly, we shorten the food chain, thereby ensuring more of each dollar we spend goes directly into farmers' hands. We are helping ensure a sustainable food system now and into the future. Know Thy Food combines a market, cafe, food-buying club, and community event space in one. Our neighbor Hazel and Pear is a local consignment shop and retailer that also serves a vital role in the neighborhood by showcasing locally made items and offering affordable clothing and housewares for families.

Our two businesses work symbiotically to fulfill many needs for our community, forming a cornerstone of the Milwaukie Ave merchant space in Brooklyn. We also serve as a model for how other food co-ops and retailers can become vibrant cornerstones for their communities via locally based, sustainable consumerism. We meet people's need for food, community, and clothing in the most sustainable ways we know how, and we are constantly working to improve.

Know thy Food, Hazel and Pear, and Bitar Brothers (the landlord) are committed to the Brooklyn Neighborhood because of the vital role we play in providing neighborhood services. But, there are limitations to the location. The building has a rather demure exterior, and does not reflect the vibrant community-minded businesses housed within. In addition, our current signage is barely visible from the

street. Coupled with a lack of street lighting, local customers often stroll or speed right past our door. Know thy Food Cooperative's business plan targets daily sales at \$1,600/ day. We currently average around \$1,300, and we believe an improved storefront would help us reach and eventually exceed our daily sales goal. Improving local visibility will draw attention to our businesses and give people a sense of the nature and value of the businesses on the inside. Furthermore, we are working with the local community action board and other community partners to make this process inclusive and use this as a way to rally community support around our vital, anchor businesses.

***What positive impacts do you anticipate for your business and/or your tenants?***

For all of the reasons above, we anticipate positive impacts on two levels: increased daily sales, and increased community awareness and participation.

By beautifying and improving storefront signage and lighting, we will attract more customers that are driving or walking by. Based on our conversations with long-time residents, we know that even some of our neighbors are unaware of our businesses. They are unaware that around the corner from where they live, they can buy not only a cup of coffee, but also staples like a head of lettuce, a bottle of milk, or a gently used winter coat. By increasing our visibility, we hope to also increase local support in the community for our businesses.

A community-designed mural will also galvanize community support by bringing together residents and increase awareness about our businesses by 1) including the community in a visioning process for the murals, and 2) drawing attention to our building with beautiful, local art. We expect our beautification efforts, especially the mural, to generate local press coverage, again increasing awareness about our businesses. This project is vital to both of our business models, which both rely on community support.

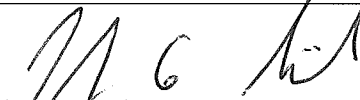
***What positive impacts do you anticipate for the district?***

All in all, our building houses five local businesses (Know Thy Food, Hazel & Pear, Little Handfuls Organics, ARJ Distributing, and Peak Forest Fruits) and occupies over half of the city block on which it is located. It is a center point of the Milwaukie Ave retail district. Although we are located across from the Brooklyn Park, full of potential customers coming for baseball games and the playground, park goers can barely see us. Beautifying the storefront via more lighting, better signage and community-designed public murals will give us an opportunity to augment a large section of the streetscape. In discussions with Brooklyn residents last month, we asked them to imagine a vibrant building in that space, visible from the park and local beer garden. Most individuals we talked to were excited about the possibilities this offers to the neighborhood. We are located only four blocks from the Rhine Street Max station in an area that is changing rapidly. We want to be a part of that change in a positive way.

<b>Primary project contact Name</b>	Jocelyn Grupp Mueller	
<b>Phone</b>	Business phone 503-206-5766	Mobile phone 617-599-8973
<b>Email</b>	board@knowthyfood.com	
<b>Mailing address</b>	3434 SE Milwaukie Ave. Portland, OR 97202	

<b>Grant amount requested</b>	10,000
<b>Owner's matching funds currently available</b>	<del>2500</del> from the Business + Landlord Contribution 3000
<b>Owner's anticipated loans include anticipated source of loans, if known</b>	We anticipate to gather all of the matching funds through our crowdfunding campaign and through landlord contribution.

<b>Property owner name</b> If applicant is not the property owner	Bitar Companies	
<b>Phone</b>	Business phone 5032340337	Mobile phone
<b>Email</b>	Jim@bitarcompanies.com	
<b>Property owner mailing address</b>	2929 E Burnside St Portland, OR 97214	
<b>Property owner Affirmation of permission</b> if applicant is <b>not</b> the property owner	I support this application and hereby authorize the applicant to take advantage of the Enterprising Places Grant Program, and to oversee and implement improvements to the premises in accordance with the Enterprising Places program goals. I affirm that I am the person with legal authority to grant this permission.	
<b>Date</b>	<b>Property Owner</b> Authorized signature	

<p><b>Grant Applicant</b>  Certification by applicant  business owner or property  owner</p>	<p>In submitting this grant application, I affirm that all of the information furnished is true and complete to the best of my knowledge. I certify that I have no outstanding taxes or obligations related the property, and confirm that I have legal authority to enter into an agreement to perform renovations to the premises if awarded a grant.</p> <p>In applying for this grant, I affirm that I am prepared to enter into a partnership with the Enterprising Places program to jointly invest in these improvements. I have reviewed the program guidelines and sample grant agreement, and I understand that program requirements relating to design, construction, insurance, and performance timelines will apply to my project if I am awarded grant funds.</p>
<p><b>Date</b>  10/9/2016</p>	<p><b>Grant Applicant</b>  Authorized signature </p>

**Attachments**

- Lease agreement (if the applicant is not the owner of the property).
- Ownership agreement (if the applicant is not the sole owner of the property.)
- Letter of support from any funding partner listed. *NA*
- Images of property showing façade in daylight and night conditions. Enterprising Places staff can assist in supplying images if applicant is unable to furnish photographs.
- Historic images of the property, if applicable and available. *NA*

# LEASE

Portland, Oregon

July 14, 2015

The LESSOR, Bitar Bros., a Limited Partnership, hereby leases the premises described in this lease to the LESSEE, Know Thy Food Cooperative on the terms herein stated.

- Consideration** 1. The consideration for this lease is the covenants of the Lessee and the agreement of said Lessee to pay rents as hereinafter specified.
- Description** 2. The premises are: The location known as **3432-3434 SE Milwaukie and the adjacent parcel of land known as the East 35 feet of lots 1 and 2, Block 13, FEURER'S ADDITION TO East Portland, all in the City of Portland, County of Multnomah, State of Oregon.**
- Term** 3. **THE TERM OF THIS LEASE** shall be **Five (5) years**, beginning **September 1, 2015** and ending **August 31, 2020**.
- Rental, Taxes and Interest** 4. (a) The Lessee shall pay to the Lessor, in lawful money of the United States, at the office of the Lessor or his agent, rental, as follows: the sum of **Four Thousand Seven Hundred Twenty Dollars (\$4,720.00)** on or before the execution of this lease agreement, of which \$4,004.00 will be credited to September 2015 rent, \$716.00 to estimated monthly expense for September 2015 ; and then,
- \$4,004.00** On or before the first day of **October 2015**, and a like sum on or before the first day of each and every calendar month to and including **August 2016**: and then.
- \$4,085.00** On or before the first day of **September 2016**, and a like sum on or before the first day of each and every calendar month to and including **August 2017**: and then.
- \$4,166.00** On or before the first day of **September 2017**, and a like sum on or before the first day of each and every calendar month to and including **August 2018**: and then.
- \$4,250.00** On or before the first day of **September 2018**, and a like sum on or before the first day of each and every calendar month to and including **August 2019**: and then.
- \$4,334.00** On or before the first day of **September 2019**, and a like sum on or before the first day of each and every calendar month to and including **August 2020**.

The security deposit from the lease dated August 2, 2010 in the amount of ~~\$3,296~~ <sup>\$3,926</sup> shall be carried over and held as the security deposit for this lease.

Lessor makes no warranties with respect to the operation or suitability of the walk-in cooler for Lessee's intended use. Lessee shall be solely responsible for its maintenance and operation.

**ALL RENTAL CHECKS SHALL BE MADE PAYABLE TO:  
Bitar Bros., a Limited Partnership.**

(b) Lessee shall pay to Lessor as additional rental **Lessee's proportionate share equal to 63% of insurance, building, operating expenses and property tax for account number R162410 and 100% for tax account number R162407 and utilities** which may accrue against the premises during the term of this lease. Estimates shall be paid monthly. Lessor shall compute the actual expenses and bill Lessee for any deficiency or credit Lessee with any excess collected annually.

(c) Unpaid rental, and all other amounts of whatever nature which may be due or become due from the Lessee to the Lessor, shall bear interest at the rate of 15 percent per annum on the unpaid balance from the due date until paid.

- USE** 5. The Lessee shall use the premises during the term of this lease for **food distribution cooperative and related services** and not otherwise, unless the Lessor consents in writing to a different or additional use. The Lessee shall regularly occupy and use the demised premises for the conduct of Lessee's business, and shall not abandon or vacate the premises for more than ten days without written approval of Lessor.

<b>Consent Required</b>	6. Without the written consent of the Lessor, the Lessee shall not place in or upon the premises any power machinery or highly combustible materials, or any signs, advertisements or notices visible from the exterior of the premises. Nor, without such consent, which shall not be unreasonably withheld, shall the Lessee obstruct any means of ingress or egress to the premises or other parts of the building of which the premises are a part, nor make any alterations, additions or improvements to or upon the premises. Lessee agrees to comply with all laws, ordinances, rules and regulations of any authorized public authority.
<b>Uses Prohibited</b>	7. The Lessee shall not: (a) Permit any objectionable noise or odor to escape from the premises; (b) Deface or injure in any manner the premises or the building of which they are a part; (c) Hold auctions in the premises; (d) Use the premises for lodging or sleeping purposes; (e) Use the premises in any manner or permit anything to be placed in the premises which will increase the risk of fire beyond that common to similar premises which are used for similar purposes or which will increase the rate of fire insurance or prevent the Lessor from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successors, whereby the Lessor could obtain reduced rates for long term insurance policies; (f) Overload the floors so that an undue stress or strain is put on any part of the building; and, upon the decision of a competent engineer or architect selected by the Lessor that an undue stress or strain on any part of the building exists, which decision shall be binding on both parties, the Lessee shall immediately relieve the stress or strain in a manner satisfactory to Lessor.
<b>Condition of Premises</b>	8. The Lessee has examined and knows the condition of the premises and accepts them as they now are. No representations or warranties as to the condition of the premises have been made by the Lessor or his agent unless herein stated.
<b>Duties of Lessee</b>	9. The Lessee shall: (a) Keep all adjoining sidewalks free of snow, ice, debris and obstructions of every kind, and also the roof if the premises are an entire building; (b) Reimburse the Lessor, on demand, for any sums paid by him for water and sewer used in the premises during the term of this lease; (c) Keep the premises free from all liens, including mechanics' liens, which are based on any act or omission of the Lessee or any person claiming under him; (d) Permit the Lessor or his agents to go upon the premises at all reasonable times for the purpose of examining or repairing any part of the premises or the building in which they are located, and at any time during the last thirty (30) days of the term of this lease to place "for rent" or "for lease" signs on the premises; (e) Comply, at the Lessee's expense, with all statutes, ordinances, orders and regulations of any duly constituted governmental authority pertaining to the premises or their use by the Lessee. This provision is also deemed to include but is not limited to; nuisance department orders for the removal or control of vegetative or other nuisances on the premises and the parking strips adjacent thereto and sidewalk repair department repair/replace orders; (f) Keep all grass, shrubs, and/or other ornamental vegetation watered and properly tended so as to preserve same in a reasonably good state of vitality and appearance; (g) Keep the premises clean and orderly. It is intended that Lessee shall periodically wash and clean building exterior as needed for good appearance, to the Lessor's satisfaction.
<b>Repairs and Maintenance</b>	10. (a) Except for all glass, windows, doors and periodic repaints, Lessor shall keep the structural walls of the demised premises in reasonably good condition - also the foundation, the roof, and concealed plumbing. However, Lessor shall not be required to make any such repairs which become necessary or desirable by reason of acts of the Lessee or burglarious entry. Nor shall the Lessor be liable for any damage sustained by the Lessee due to Lessor's failure hereunder unless the required repairs are not made with reasonable dispatch after written notice of necessity from the Lessee. (b) Lessee shall at Lessee's sole cost and expense, repaint interior and exterior finished surfaces periodically as needed, and except for the structural walls, foundation and roof, shall keep and maintain the demised premises, and each and every part thereof, clean and in good order and repair throughout the term of this lease to the satisfaction of the Lessor. It is further understood that Lessee shall keep all equipment and other facilities furnished with the premises in continuous good order, appearance and repair, including but not limited to the following: all plumbing fixtures and exposed piping, i.e. at Lessee's own cost and expense, will keep all drainage pipes free and open, protect water, heating and other pipes so that they will not freeze or become clogged, and will repair all leaks, repair all damages caused by leaks and/or Lessee's negligence; all electrical wiring, lamps, switches, lighting fixtures and other electrical devices and appurtenances, hot water heaters, air conditioners and heating equipment, including regular filter changes*; tile or other floor surfacing; doors and windows, including the replacement of broken glass of equal quality; any interior or exterior planter boxes and/or parking lot surfaces, markers, and bumpers included in or with the premises. Any equipment or facilities shared with other tenants in the building shall be maintained by the Lessee on the same shared basis as Lessee's use thereof. * Annually, Lessee shall furnish Lessor with HVAC maintenance records.
<b>Remedy</b>	11. If the Lessee violates any provision of paragraphs 6, 7, 8, 9, or 10, the Lessor may cure the violation at the Lessee's expense, and the Lessee shall pay the cost thereof on demand.
<b>Liability</b>	12. The Lessor shall not be liable to the Lessee for any damage to person or property resulting from the negligence of any person other than the Lessor, or resulting from the condition of any part of the building under the control of a co-tenant or arising from the bursting or leaking of water, gas, sewer or steam pipes, or defective electric wiring, or arising from any other condition, defect or hazard on the premises occupied by the Lessee, even though the Lessor has had notice thereof. The Lessee shall hold the Lessor harmless against any and all claims of every nature arising from any injury or damage, except those based on the Lessor's own acts or negligence, suffered during the term of this lease by any person or property in or about the premises, and, at the Lessee's expense, shall defend the Lessor against any suit or action arising from any such injury or damage, and all appeals there from, and shall satisfy and discharge any judgment or decree that may be awarded against the Lessor in any such proceeding.
<b>Fire and Casualty</b>	13. (a) If the building in which the premises are located is damaged to an extent of 30 per cent or more of its actual cash value, by fire or other casualty beyond the control of the Lessor, the Lessor may or may not elect to reconstruct. If the Lessor elects not to reconstruct, he shall notify the Lessee in writing of his election, within thirty (30) days of the date of the loss, and this lease shall terminate as of the date of the loss. If the Lessor elects to reconstruct, or if the building is damaged to an extent less than the amount set forth above, the Lessor shall proceed to reconstruct with all convenient speed; the Lessee shall vacate the part of the premises required for the reconstruction; and the rent shall be abated in proportion to the interference with the occupancy of the Lessee for the entire period between the date of the damage and the day on which the premises are placed in a tenantable condition; (b) If the Lessor becomes obligated to repair or reconstruct the premises or the building in which they are located, such obligation will be excused and the Lessor may terminate this lease if the Lessor is unable to obtain the necessary labor or materials, or if the Lessor deems the cost of repair or reconstruction excessive and unwarranted, or if the Lessor is unable to perform such obligation due to any cause beyond his control, including, but not limited to, strikes, lockouts, and labor disturbances, acts of civil or military authorities, restrictions by municipal authorities, restrictions by municipal ordinances or federal or state statutes, and military activity.



- Outdoor Signs Assignment** 14. Lessor reserves the right to erect out door advertising signs on the leased premises at any time.
15. The Lessee's interest in this lease may not be assigned, transferred, encumbered or sublet, in whole or in part, voluntarily or by operation of law, without the written consent of the Lessor, which consent shall not be unreasonably withheld, and if any of these acts are attempted or occur without that consent, this lease may be terminated at the option of the Lessor. All expenses, legal and otherwise, of the Lessee and the Lessor, regarding assignment, shall be borne by Lessee.
- Eminent Domain** 16. If any part or all of the premises is taken by a corporation or governmental authority having the right of eminent domain, by the exercise of that right, or by purchase, the Lessor may terminate this lease immediately, without paying any consideration to the Lessee, except that any unearned rental or unexpended deposit shall be refunded.
- Bankruptcy and Insolvency** 17. If the Lessee is adjudged bankrupt or insolvent, or voluntarily offers terms of composition to creditors, or takes advantage of any statute for the benefit of debtors, or makes an assignment for the benefit of creditors, or if a receiver is appointed to conduct the Lessee's affairs, the Lessor may terminate this lease immediately without notice to the Lessee or any other person, and the Lessor shall have and shall be allowed a provable claim, in a bankruptcy, creditors', receivership or other proceeding, for damages for the Lessee's breach in an amount equal to the rental reserved in this lease for the rest of the term, less the fair rental value of the premises for the rest of the term, after deducting from the fair rental value the reasonable expense incurred by the Lessor in releasing the premises.
- Default** 18. If the rent reserved in this lease is in arrears for ten (10) days after it is due and payable, or if the Lessee defaults in the performance of any other covenant or provision of this lease and the default is not cured promptly after written notice of the breach is given to the Lessee by the Lessor, or if the premises become vacant or are abandoned, the Lessor may resume possession of the premises and dispossess all persons and the goods and chattels of any person, by force or otherwise, without being liable to prosecution therefore; and the Lessor may either terminate this lease by giving written notice of the termination to the Lessee and recover from the Lessee all damages and costs incurred by the Lessor, including the expense of recovering possession, or the Lessor may refuse to terminate this lease, put the premises in good order and repair, make alterations and repairs and relet any part or all of the premises for any part or all of the remainder of the term, or for a longer term, to a tenant or tenants satisfactory to the Lessor and at such rental or rentals as may seem adequate to the Lessor, all in the uncontrolled discretion of the Lessor. The Lessor shall receive the rentals from the premises and apply them, first, to the payment of the expense of recovering possession and the re-renting of the premises; secondly, to the payment of the expense incurred in putting the premises in good order and condition and making alterations and repairs to them, and then to the payment of the rent due under this lease and to the cost of performing the other covenants of this lease. The balance, if any, shall be paid to the Lessee, and the Lessee shall remain liable for any deficiency, which the Lessee agrees to pay monthly as it accrues. Notwithstanding any releasing without termination, the Lessor may, at any time, elect to terminate this lease for the previous breach. Each of the remedies given to the Lessor is cumulative and the exercise of one remedy shall not impair the Lessor's right to any other remedy.
- Lien for Rent** 19. If the Lessee fails to pay the rental reserved in this lease, the Lessor shall have a lien upon the personal property of the Lessee located on the premises for the unpaid rent and may enter the premises and take possession of the personal property and sell it at public or private sale, with or without notice to the Lessee, and apply the proceeds of the sale upon the unpaid rent. Upon Lessor's demand, Lessee shall execute financing statements to protect this lien.
- Attorney Fees** 20. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this agreement, or which is based thereon, the prevailing party shall be entitled to reasonable attorney fees in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorney's fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including the court which hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney fees incurred in such confirmation proceedings). Lessor, Lessee and/or Guarantor(s) agree that such suit or arbitration shall be brought or initiated in the County of Multnomah, State of Oregon.
- Holding Over** 21. If the Lessee holds over after the term of this lease, with the consent of the Lessor, express or implied, the Lessee shall remain bound by all the covenants of this lease, except that the holding over shall be construed to create a tenancy from month to month.
- Vacating the Premises** 22. At the termination of this lease for any reason whatsoever, the Lessee shall promptly vacate the premises and deliver them to the Lessor in as good order and repair as they now are ordinary wear and tear and damage by fire and other casualty excepted. All partitions, plumbing, electrical wiring, rugs, draperies and other additions to or improvements upon the premises, whether installed by the Lessor or by the Lessee, except moveable office, store or warehouse fixtures, and signs, shall remain the property of the Lessor at the termination of this lease. The Lessee shall remove all of his property at the termination of this lease, without damage or injury to the premises. If the Lessee fails to remove any of his property, including signs, on the termination of this lease, the Lessor may remove it at the expense of the Lessee, which the Lessee shall pay on demand, and the Lessor may sell, destroy or otherwise dispose of any such property without liability to the Lessee, except to apply the proceeds from any sale to any amounts due the Lessor from the Lessee.
- Delay in Possession** 23. If the Lessor is not able to deliver possession of the premises to the Lessee at the commencement of the term of this lease, due to any cause beyond his control, such as, but not limited to, strikes, lock-outs or other labor disturbances, this lease shall not be void or voidable, nor shall the Lessor or his agent be liable to the Lessee for any loss or damage resulting from the delay; but the Lessor shall place the Lessee in possession as promptly as reasonably possible, and the Lessee shall not be liable for any rent before obtaining possession.
- Reservation** 24. (a) This lease does not grant to the Lessee, by implication or otherwise, any right to light and air, except to openings in walls abutting on public streets; (b) The Lessee shall vacate the space under any sidewalks adjacent to the premises, without a reduction in rent or other compensation, upon demand by the City of Portland or other public body having a right thereto.

- Waivers** 25. No waiver by the Lessor of any breach of this lease shall be construed as a waiver of any other breach of the same covenant or provision or of any other covenant or provision.
- Renewal** 26. Lessee shall conclude negotiations with Lessor for any renewal or extension of this lease agreement at least **six months** prior to the expiration date hereof.
- Notices** 27. It shall be sufficient delivery of any communication or service of any notice to the Lessee if it is delivered to the Lessee personally or sent registered or certified mail, addressed **3434 SE Milwaukie Ave., Portland, OR 97202**. It shall be sufficient delivery of any communication or service of any notice to the Lessor if it is sent by registered or certified mail, addressed **2929 E Burnside, Portland, Oregon 97214**. The address of the Lessor or the Lessee for such delivery of communications or service of notices may be changed by either party giving the other party written notice of the change.
- Late Charge** 28. The rent shall be paid on or before the 1st day of each calendar month. In the event any monthly installment of rent is not paid on or before the tenth day of the month, Tenant shall pay a **\$400.00** late charge, in addition to the rent. Any late charge shall constitute additional rent for all purposes of this lease and shall be paid at the same time as the rent installment to which late charge applies. If Tenant's check is returned for any reason, a \$25.00 processing fee will be added to your account and future payments will need to be made in cash or certified funds.
- Arbitration** 29. Any claim, controversy or dispute between the parties arising out of or relating to this lease agreement, or to the interpretation or breach thereof, shall be resolved by arbitration in accordance with the then effective arbitration rules of Arbitration Service of Portland, Inc. or the then effective commercial arbitration rules of the American Arbitration Association, whichever organization is selected by the party which first initiates arbitration by filing a claim in accordance with the filing rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof, but nothing in this paragraph shall preclude Lessor from bringing, maintaining and concluding an action against Lessee for forcible entry or wrongful detainer, and this paragraph shall not apply to any dispute which is encompassed within such legal action.
- Insurance** 30. Property insurance on building covered on Special Causes of Loss Form, as well as Commercial General Liability will be provided by Lessor, with the premium for this insurance charged back to the Lessee annually at 63% of the premium amount. Liability insurance with \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate shall be carried by Lessee naming Lessor as additional insured.
- Parties** 31. This lease shall extend to and bind the heirs, executors, administrators, successors, and, so far as assignable, the assigns of the Lessor and the Lessee. The words "Lessor" and "Lessee", whenever used in this lease, shall apply equally and be binding jointly and severally upon all Lessors and Lessees, whether one or more, and, together with accompanying verbs or pronouns, shall apply to all of the persons, firms or corporations who may be or may become parties as Lessees or Lessors. "Guarantors" do hereby absolutely and unconditionally guarantee the payment of all rents and other expenses, including attorney fees, that may become due and owing under the terms of this Lease.
- Titles** 32. The descriptive titles used in this lease are for convenience only and shall in no event be used to assist in the interpretation or construction of its terms.

**EACH PARTY ACKNOWLEDGES THAT HE HAS READ THIS LEASE CAREFULLY**, that no covenant herein has been waived or modified by any oral agreement or otherwise, that no representation of any kind has been made by the Lessor, or any of his agents, except as expressly stated herein, and that this lease is a full and complete statement of all terms and provisions under which the premises are leased.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument in duplicate, at the place and on the day and year first herein written, any corporate signature being by authority of its Board of Directors.


**LESSOR**

**LESSEE**

Robert A. Bitar Management Company  
General Partner  
Bitar Bros., a Limited Partnership

Know Thy Food Cooperative

  
\_\_\_\_\_  
Kristine Bitar Wilkins, President

  
\_\_\_\_\_  
Annie-Bosworth-Foley, Secretary/Treasurer  
Home address: 4116 SE 42nd Ave  
Portland, OR 97206  
DOB: 3/23/1979 Cell: 404-964-1244  
ODL: 2887324 SSN: 420-25-4652

## ADDENDUM

### Option to Renew:

The Lessee shall have the option to extend the term of this lease for an additional five (5) year term by notifying Lessor of Lessee's election to exercise such right at least 180 days prior to the expiration of the term of this lease; provided that at the time of the exercise of such right and at the time of such renewal, the Lessee shall not be in default in the performance of any of the terms, covenants or conditions herein contained with respect to a matter as to which notice of default has been given hereunder and which has not been remedied to the Lessor's satisfaction within the time limited in this lease, and that this lease shall not have been terminated prior to the commencement of such extended term, and further provided that if the prime Lessee is no longer in possession of the space, then this option shall be null and void. Such extension shall be at market rent and upon all of the terms and provisions of this lease including payment of additional rent, except that there shall be no further privilege of extension.



BITAR BROS., A LIMITED PARTNERSHIP  
ROBERT A. BITAR, MANAGEMENT COMPANY, GENERAL PARTNER

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BITAR BROS. ROBERT A. BITAR CORPORATION

2929 EAST BURNSIDE STREET, PORTLAND, OREGON 97214-1831  
PHONE (503) 234-0337 FAX (503) 234-0339

PROPERTIES

INVESTMENTS

BUILDERS

DEVELOPERS

October 10, 2016

Ms. Lisa Miles  
Metro  
600 NE Grant Ave  
Portland, OR 97232

Re: Storefront Improvement Application  
34634 SE Milwaukie Ave.

Dear Ms. Miles:

Bitar Bros., a Limited Partnership is the owner of the property at 3434-3436 SE Milwaukie Ave., Portland, OR. Our tenant, Know Thy Food Cooperative, has submitted an application for an Enterprising Places Storefront Improvement Grant.

The ownership supports Know Thy Food Cooperative's grant application. Bitar Bros., a Limited Partnership has participated in a number of storefront improvement grants and projects and we are generally supportive of programs that improve our community and offer opportunities for our tenants to maximize their potential.

In this instance, we have not seen the proposed improvements or associated costs and thus are not currently in a position to commit to a specific monetary contribution.

We look forward to working with Know Thy Food Cooperative and Metro in our combined efforts to provide a more attractive storefront for our tenants and more pleasant streetscape for our neighbors in the Brooklyn Neighborhood.

If you have any questions, please feel free to call me.

Best regards,  
Bitar Bros., a Limited Partnership

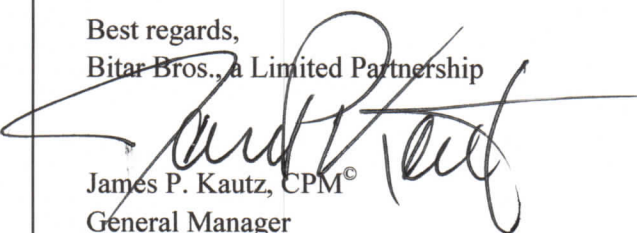
  
James P. Kautz, CPM®  
General Manager

Fig 1: 3234-3634 SE Milwaukie by day- from across the street

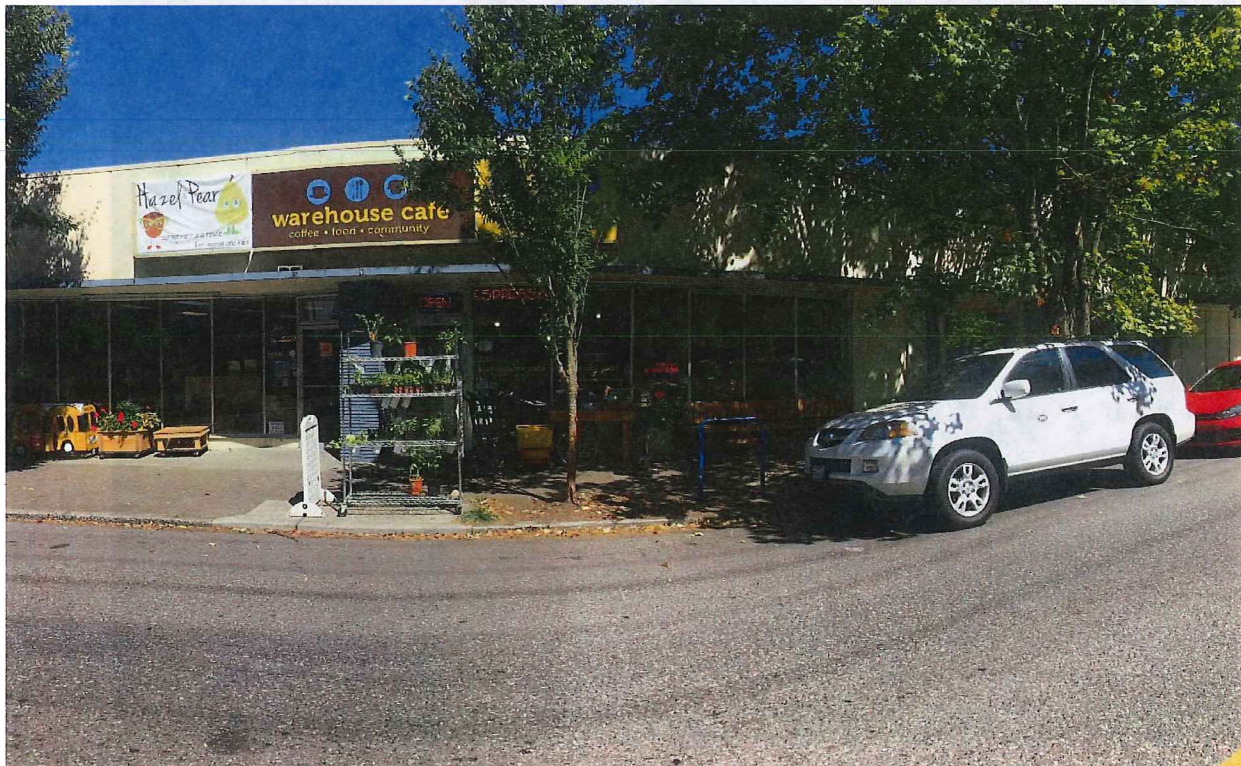


Fig 2: 3434 SE Milwaukie by Night (fully lit) - from sidewalk in front of building (with flash)



October 12, 2016

Lisa Miles  
Principal Project Manager  
Enterprising Places

Metro  
600 N.E. Grand Ave  
Portland, Oregon 97232-2736

Re: Enterprising Places Grant Application

Dear Ms. Miles,

It is our pleasure to write a letter in support of the application for storefront improvements submitted to the Enterprising Places Grant Program by Know Thy Food Cooperative.

The Brooklyn Neighborhood, Know Thy Food Cooperative and Hazel & Pear would greatly benefit from the storefront improvements proposed. Fresh paint, new signage, street lighting are all improvements that will help revitalize the sense of community that the neighborhood symbolizes.

We fully support the efforts of Know Thy Food Cooperative as they seek external funding to improve the building storefront and draw the community closer together.

Sincerely

Holly Waud  
Gay Reichle  
(owners)

Hazel & Pear Boutique and Consignment  
3432 S.E. Milwaukie Ave.  
Portland, Oregon 97202

## ENTERPRISING PLACES: STOREFRONT IMPROVEMENT GRANT FULL APPLICATION

Please do not complete full application form until after you have a site visit and interview with Metro Staff.

<b>Date of application</b>	October 11, 2016	
<b>Building/storefront name</b>	Sarah Smith Building	
<b>Project address</b>	1926 Southeast Scott Street Milwaukie Oregon 97222	
<b>Applicant name</b>	Jerimiah Smith and Louie Hamlett One down four up llc.	
<b>Ownership status</b>	<input type="checkbox"/> I own the property <input type="checkbox"/> I own the property with partners <input checked="" type="checkbox"/> I own my business and lease space from building owner <input type="checkbox"/> I am purchasing the property	
<b>Proposed improvements</b> Check all exterior features that may potentially be addressed by project	<input checked="" type="checkbox"/> paint <input checked="" type="checkbox"/> signage <input checked="" type="checkbox"/> exterior lighting <input checked="" type="checkbox"/> window display lighting <input checked="" type="checkbox"/> awning	<input checked="" type="checkbox"/> storefront windows <input checked="" type="checkbox"/> transom windows <input checked="" type="checkbox"/> building entry <input checked="" type="checkbox"/> exterior surfaces/window base <input checked="" type="checkbox"/> other (list in space below)
<b>Other proposed work</b> List other proposed renovations or planned repairs	<b>Design and build emergency egress exit at rear of building</b> <b>Construct 2) ADA restrooms</b> <b>Upgrade electrical system to 400 amp service and distribute per plans</b> <b>Upgrade plumbing system and grease trap, distribute per plans</b> <b>Construct dining room &amp; bar per plans including ADA accessible seating</b> <b>Construct full kitchen including 10' class 1 Hood, vapor hood &amp; scullery</b> <b>Construct game room to accommodate arcade</b> <b>Remove dropped ceiling and expose timber ceiling</b> <b>Resurface flooring throughout entire building</b> <b>Upgrade HVAC system to accommodate plans</b>	
<b>Business goals</b> Describe your business reasons for wanting to invest in improvements to your storefront.  What positive impacts do you anticipate for your business and/or your tenants?  What positive impacts do you anticipate for the district?	<b>To open and operate a family friendly gastropub and game room and provide a service alternative that is not currently available in Milwaukie's downtown corridor. Our desire is to help create a symbiotic relationship with the other businesses and vendor's in the area with the goal of making Milwaukee's downtown a destination. We are proposing numerous improvements to an older established building. We feel these improvements will have a positive impact on the look of the downtown district as well as add value to the other buildings in the area</b>  <b>We feel that there is a large captive customer base in the Milwaukie area that is looking for a dining and entertainment option similar to ours.</b>  <b>We anticipate being an anchor business in the downtown area and feel we will attract numerous new consumers both families and young professionals to Milwaukie and it's local vendors</b>	

<b>Primary project contact</b> Name	<b>Jerimiah Smith</b>	
Phone	Business phone	Mobile phone \$
Email	<b>1down4upppdx@gmail.com</b>	
Mailing address	<b>4008 Se 33 Avenue Portland Oregon 97202</b>	
<b>Grant amount requested</b>	<b>Fifty Thousand Dollars (\$50,000.00)</b>	
<b>Owner's matching funds currently available</b>	<b>Seventy Thousand Dollars (70,000.00)</b>	
<b>Owner's anticipated loans</b> include anticipated source of loans, if known	<b>Two Hundred Thousand Dollars (\$200,000.00)</b> <b>Pre-approved SBA Loan through Wells Fargo Bank</b>	

<b>Property owner name</b> If applicant is not the property owner	<b>Pat and Brent Bolander</b>	
Phone	Business phone	Mobile phone <b>503-936-9020 / 503-349-7220</b>
Email	<b>ocliquor@comcast.net</b>	
<b>Property owner mailing address</b>	<b>2926 Northwest Century Drive Prinville Oregon 97754</b>	
<b>Property owner Affirmation of permission</b> if applicant is <b>not</b> the property owner	I support this application and hereby authorize the applicant to take advantage of the Enterprising Places Grant Program, and to oversee and implement improvements to the premises in accordance with the Enterprising Places program goals. I affirm that I am the person with legal authority to grant this permission.	
<b>Date</b>	<b>Property Owner</b> Authorized signature	



<p><b>Grant Applicant</b>  Certification by applicant  business owner or property  owner</p>	<p>In submitting this grant application, I affirm that all of the information furnished is true and complete to the best of my knowledge. I certify that I have no outstanding taxes or obligations related the property, and confirm that I have legal authority to enter into an agreement to perform renovations to the premises if awarded a grant.</p> <p>In applying for this grant, I affirm that I am prepared to enter into a partnership with the Enterprising Places program to jointly invest in these improvements. I have reviewed the program guidelines and sample grant agreement, and I understand that program requirements relating to design, construction, insurance, and performance timelines will apply to my project if I am awarded grant funds.</p>
<p><b>Date</b>  10/11/16</p>	<p><b>Grant Applicant</b>  Authorized signature </p>

## Attachments

- Lease agreement (if the applicant is not the owner of the property).
- Ownership agreement (if the applicant is not the sole owner of the property.)
- Letter of support from any funding partner listed.
- Images of property showing façade in daylight and night conditions. Enterprising Places staff can assist in supplying images if applicant is unable to furnish photographs.
- Historic images of the property, if applicable and available.

# Dogwood Preliminary Opening Budget

<b>Permit &amp; License Fees</b>	<b>6,500.00</b>
SDC Fees	17,950.00
<b>Design &amp; Consulting</b>	<b>8,000.00</b>
<b>Architect Fees</b>	<b>5,000.00</b>
<b>Supervision, General Contracting &amp; Overhead</b>	<b>12,000.00</b>
<b>Demo Existing and Haul Away (including exst storefront)</b>	<b>3,800.00</b>
Saw Cutting & Haul Away Floor & Egress Wall Penetrations	3,000.00
Masonry (concrete pour and brickwork for wall penetration)	3,200.00
<b>New Storefront and Awning</b>	<b>30,000.00</b>
<b>Framing, Drywall, Insulation</b>	<b>9,800.00</b>
Install new Class 2 Hood	1,600.00
Install New Class 1 Hood & Fire Suppression	16,300.00
Casework (Bar Tops, Face, Cabinets, Trim, community Table)	9,000.00
Plumbing (inc. new Grease Trap, Hot Water Heater)	22,500.00
<b>Electrical (including new 400 amp panel)</b>	<b>19,000.00</b>
Gas Line Updates & Install	1,900.00
HVAC Updates	3,200.00
<b>Lighting Fixtures/Fans</b>	<b>5,500.00</b>
Epoxy Floor & In Kitchen Areas, Walk-in and Back Bar	3,800.00
Main Floor Re-surface Concrete Stain	4,400.00
Bathroom Fixtures	2,000.00
Refrigeration Installation	1,700.00
Interior Painting	3,100.00
<b>Exterior Painting</b>	<b>1,400.00</b>
Low voltage wiring (POS, Phone, Video, Audio)	1,500.00
<b>Exterior Signage</b>	<b>6,000.00</b>
Interior Tables & Bases	2,500.00
Chairs	2,800.00
Bar Stools	3,200.00
<b>Outdoor Furniture and Umbrellas</b>	<b>3,000.00</b>
Glassware	1,500.00
Silverware	1,500.00
China	2,000.00
Sound System, TV & Equipment	2,500.00
Office Furniture, Computer & Printer	1,800.00
Contingency	15,000.00
<b>Sub Total</b>	<b>231,100.00</b>











# PLACES

## ENTERPRISING

## October 2016 Grant Review

Staff Analysis and Recommendations to  
Enterprising Places Steering Committee

# Program Funding Overview

Completed grant projects:	\$ 77,500
Storefront grants in progress:	\$ 275,000
District grants in progress:	\$ 34,037
Available program funds:	\$ 252,000
Staff recommended grants:	\$ 120,000
Projected remaining funds:	\$ 132,000

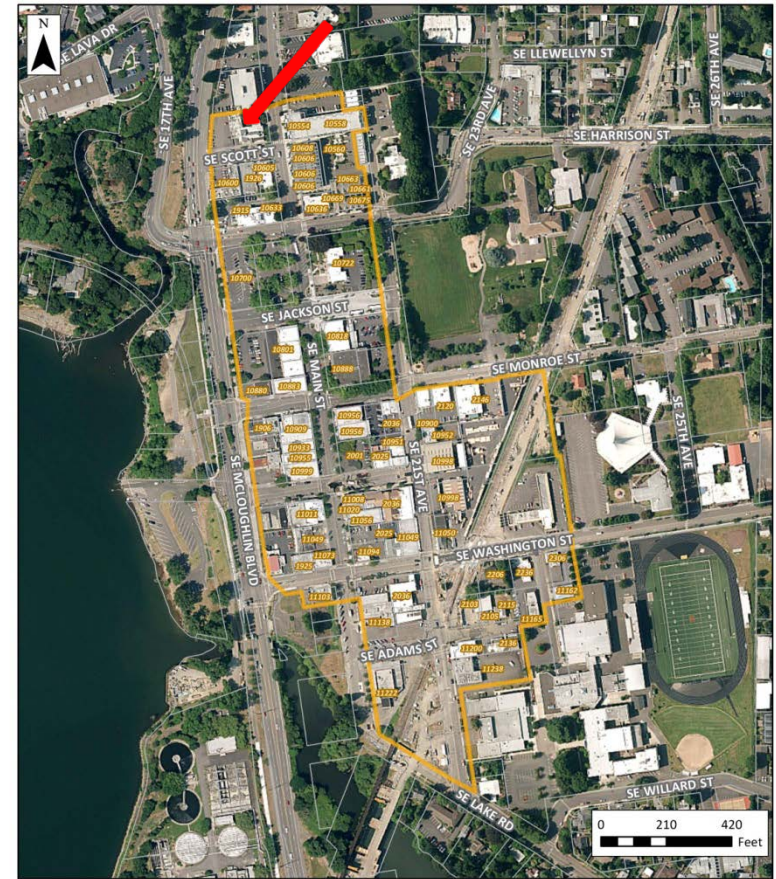
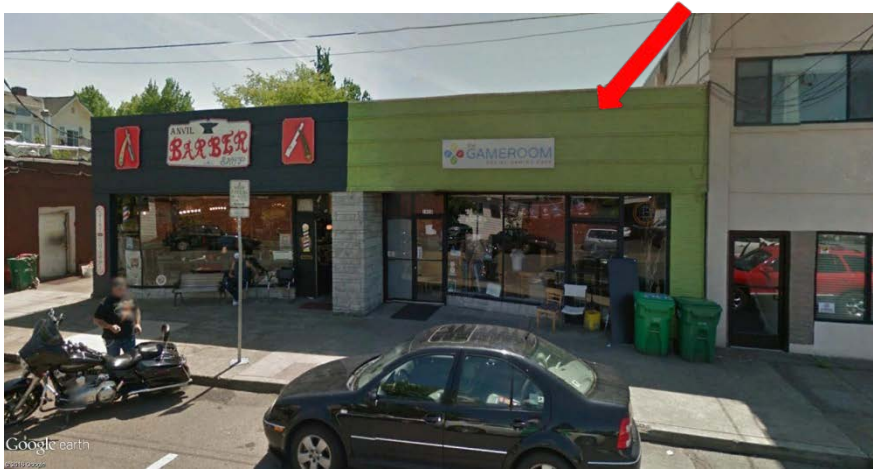


# Storefront Improvement Grants

- Maximum grant amount: \$50,000 (may be adjusted for larger multi-storefront or multi-story properties)
- This cycle, two new grant applications have been received, one requesting \$50,000, and a second requesting \$10,000
- Additionally, two existing grant recipients with projects underway have requested additional funding

# Sarah Smith Bldg.

1926 SE Scott St., Milwaukie  
Jeremiah Smith & Louie Hamlett, “Dogwood” business owners



Grant request: \$ 50,000

# Sarah Smith Bldg.

1926 SE Scott St., Milwaukie



# Sarah Smith Bldg.

1926 SE Scott St., Milwaukie

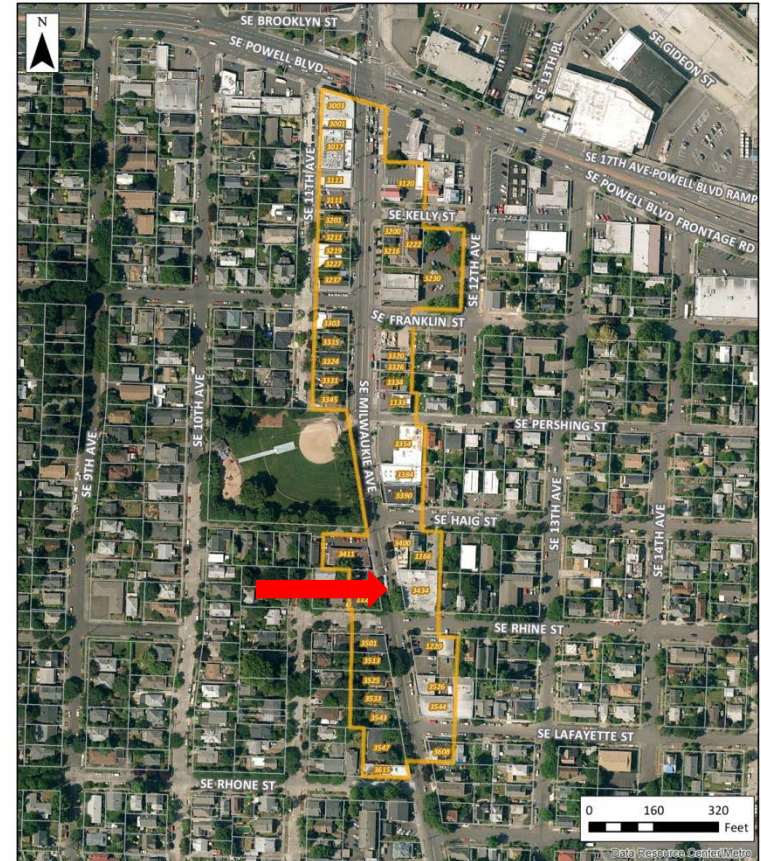
- Mid-century building has two storefronts; “Dogwood” will be a new family-friendly restaurant occupying right storefront
- Grant applicant is a tenant business (10 year lease) that has operated a bar-restaurant in SE Gladstone area for 14 years
- Business owners are investing in complete interior overhaul and new commercial kitchen; they anticipate exterior and interior building improvements to total \$213,300 plus an added \$41,550 in equipment.
- Exterior plans include new storefront windows and entry, paint, lighting and signage. Owners considering awning also, but understand that Metro would likely not support that approach given the design of this building.

Grant request: \$ 50,000

Staff recommends: \$ 50,000

# Know Thy Food 3434 SE Milwaukie Ave, Portland

Jocelyn Grupp Mueller, Board President



Grant request: \$ 10,000

# Know Thy Food 3434 SE Milwaukie Ave, Portland



# Know Thy Food 3434 SE Milwaukie Ave, Portland



# Know Thy Food 3434 SE Milwaukie Ave, Portland

Staff notes and impressions:

- Project is located midway between two previously funded projects
- The proposed project is modest but could help improve business visibility on this busy street and contribute to district vitality
- Applicant is a tenant business and current lease extends through August, 2020. Applicant subleases portion of space to Hazel & Pear. Other building tenants have leases with building owner.
- Staff recommends award of a \$5,000 district transformation grant to support mural project, contingent on applicant submitting a complete DT application to staff and obtaining RACC support.
- To simplify administration of this small grant, staff recommends the additional \$5,000 be granted specifically for design services to include paint scheme for full building, lighting, and signage design

Grant request: \$10,000

Staff recommends: \$5,000 for mural  
\$5,000 for design services



# JK Consulting/Vincent's Tailor

3326 & 3334 SE Milwaukie Ave., Portland



# JK Consulting/Vincent's Tailor

Julio and Kim Enciso, property owners



Already approved \$25,000 grant for both buildings to match \$20,000 from owners plus \$5,000 of Wells Fargo funds  
Requesting additional \$25,000 of grant funding

# JK Consulting/Vincent's Tailor

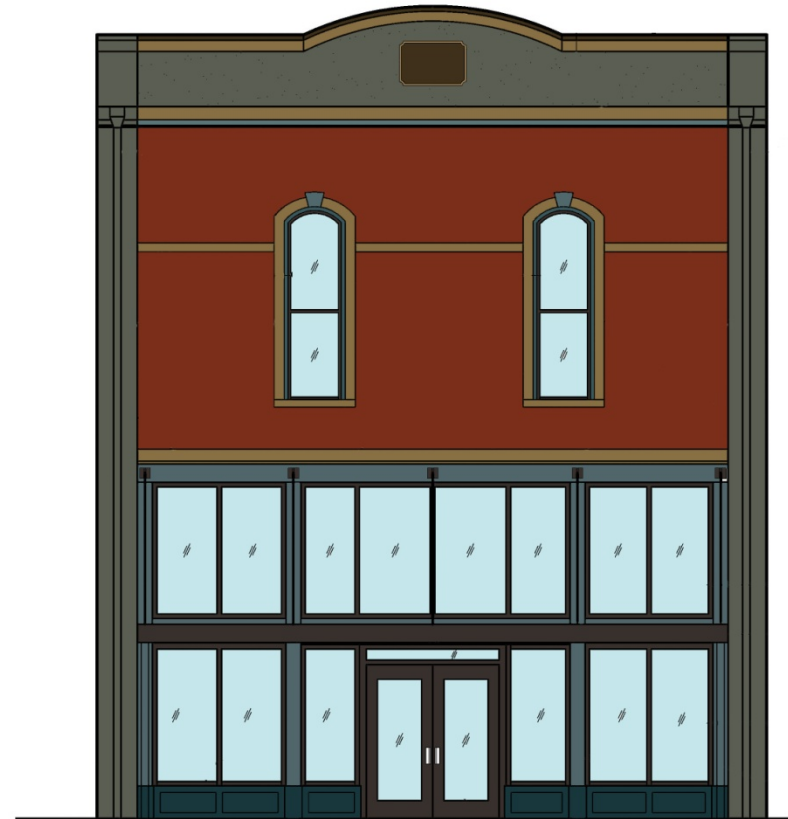
Recap of project details and status:

- Initial grant approval in March 2015, but project delayed due to family health crisis and architect availability
- Owners also own building and vacant lot to north of brick building, and a small bungalow across the street.
- Owners working with experienced design-build company Deform Northwest (firm is also a neighbor in the Brooklyn district)
- Expect to add signage, lighting, and new steel awning to brick building, add doors to connect to plaza space and ideally lease to a restaurant tenant (owners currently use as workshop and live upstairs)
- Improvements to pink building will include paint, signage, lighting at a minimum, possibly new storefront if budget allows.
- Project may include modest improvements to plaza.
- New Pok Pok Wings restaurant to open a few blocks north in 2017

Staff recommends: additional \$25,000 for total grant of \$50,000 for both buildings plus \$5,000 of Wells Fargo funding for signage & lighting.

# Let's Play Toy Store 263 E Main, Hillsboro

Stephen Hamilton, Owner



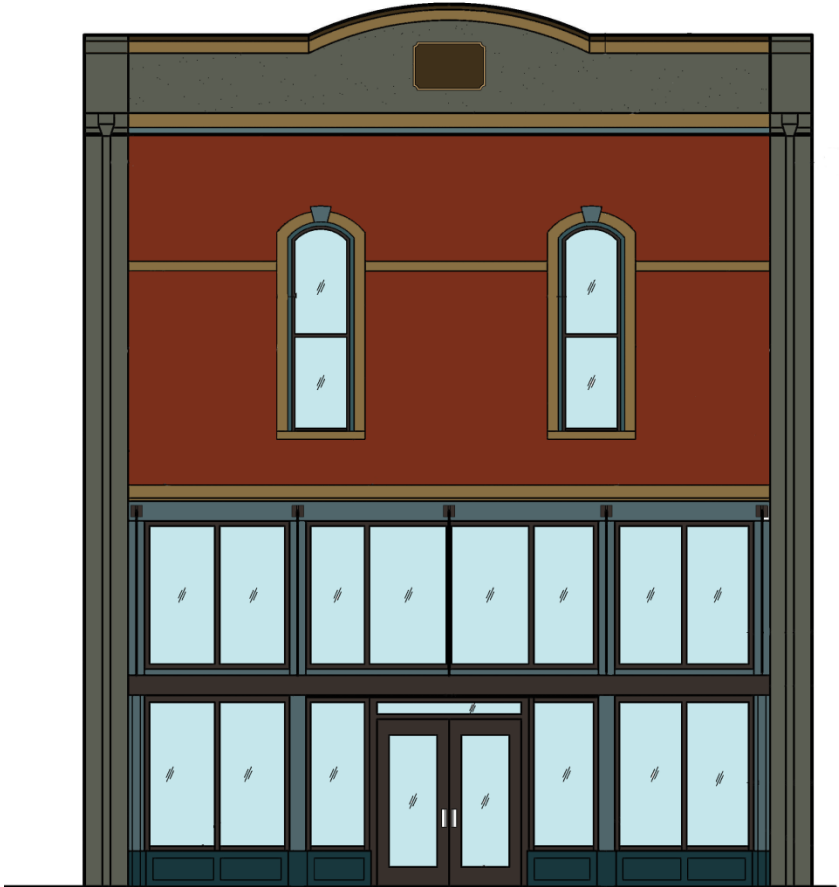
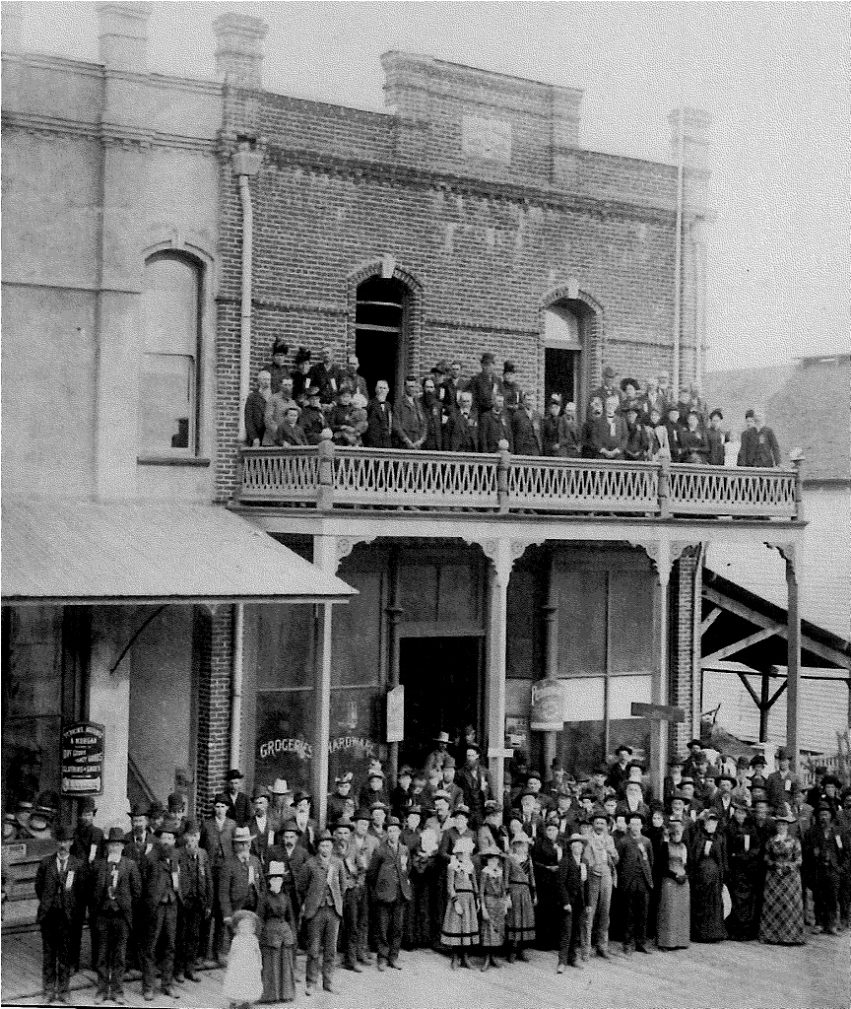
Storefront grant initiated during pilot phase of program in partnership with City of Hillsboro

# Let's Play Toy Store 263 E Main, Hillsboro

Stephen Hamilton, business and property owner

- Initial grant of \$40,000 from Metro, \$40,000 from Hillsboro with a minimum of \$40,000 owner match was approved in program's pilot phase
- Project delayed due to family health crisis; had anticipated construction this past summer but first contractor backed out of job
- Project construction began on October 3 with BnK construction
- Anticipated total project costs had been at \$160, 895 including:
  - \$ 5,480 concept design
  - \$ 8,968 construction drawings
  - \$ 1,452 permits
  - \$ 144,995 construction contract
- In removing existing stucco, contractor discovered that brick façade of building is severely compromised and must be completely rebuilt
- City engineer recommends immediate demolition for safety, then project will require redesign, permitting, and new steel and brick veneer construction, potentially adding up to \$100,000 (this figure is Hillsboro urban designer's guess at this point, pending contractor estimate)

# Let's Play Toy Store 263 E Main, Hillsboro



# Let's Play Toy Store 263 E Main, Hillsboro

Staff recommend committee consider some level of additional funding for this project. Committee may wish to weigh the following aspects in considering this request:

- Historic grange building at the heart of Hillsboro's main street district
- Opportunity to pursue a very accurate historic restoration and potential to seek inclusion on national historic register
- Depending on level of additional funding provided, public partners could consider if an easement should be negotiated with owner to ensure longevity of public investment.
- Construction was originally planned in two phases, to allow business to operate with maximum ease and exposure during holiday shopping season – construction will now be in progress throughout and may likely impact holiday season profits.