

Report To: Redevelopment Authority **Meeting Date:** October 4, 2018

Staff Contact: Lee Plemel, Community Development Director

Agenda Title: For Possible Action: To consider an appeal of the Redevelopment Authority Citizens Committee's action regarding the expenditure of up to \$25,000 for façade improvements to the office building located at 302 N. Minnesota Street, within Redevelopment Area No. 1, under the Redevelopment Façade Improvement Program. (Lee Plemel, lplemel@carson.org)

Staff Summary: The Redevelopment Authority approved a façade improvement program to assist property owners within the Redevelopment District with improving the exterior appearance of their buildings. The City may match up to 50% of the total cost of the façade improvements up to a maximum of \$25,000 per property. The applicant is proposing to re-paint and re-roof the building. The applicant's estimated total cost of the proposed improvements is \$68,000. Redevelopment staff recommended funding of \$9,292.50 for 50 percent of eligible improvements (painting). The Redevelopment Authority Citizens Committee failed to approve funding for the project by a split vote of 3-3 (1 absent) on a motion to deny funding for the application.

Agenda Action: Formal Action/Motion **Time Requested:** 30 minutes

Proposed Motion

<u>Alternative 1</u>: I move to **approve** the appeal and approve a modified expenditure of up to **\$9,292.50 for painting** the building located at 302 N. Minnesota Street, within Redevelopment Area No. 1, subject to staff's recommended conditions of approval.

<u>Alternative 2</u>: I move to **deny** the appeal and deny the expenditure of Façade Improvement Program funds for the building located at 302 N. Minnesota Street.

<u>Alternative 3</u>: I move to **approve** the appeal and approve the expenditure of up to **\$25,000** for façade improvements to the building located at 302 N. Minnesota Street, within Redevelopment Area No. 1, subject to staff's recommended conditions of approval.

Board's Strategic Goal

Economic Development

Previous Action

September 4, 2018: The Redevelopment Authority Citizens Committee denied (failed to approve) the proposed expenditure by a vote of 3-3 (1 absent) on a motion to deny funding for the application.

Background/Issues & Analysis

The Redevelopment Authority/Board of Supervisors approved the Façade Improvement Program (FIP) in May 2016. A total of \$50,000 has been budgeted for the program in FY 2019 (Fiscal Year ending June 30, 2019). This is the first façade improvement application received in FY 2019, so the full amount of funding is available.

Final Version: 12/04/15

The Resolution authorizing the Façade Improvement Program (attached) includes all the requirements related to the program. Applications are accepted and reviewed on a first-come, first-served basis for qualifying applicants until funding is exhausted. The RACC has final approval authority for all allocated Façade Improvement Program funding. The RACC has awarded funds to 12 different properties since the program's inception.

The general purpose of the Façade Improvement Program is stated in the preamble of the enacting Resolution, and includes: to improve the appearance of commercial areas through building rehabilitation; to engage the business owners in the revitalization process and assisting in the reuse of vacant buildings; to create an incentive program to be an integral part of Carson City's private-public partnership initiatives to retain and expand businesses in Carson City; and to stimulate investment in properties and improve the desirability of properties within Redevelopment Areas 1 and 2 by improving the exterior appearance of buildings.

The RACC considered the subject façade improvement application for 302 N. Minnesota Street on September 4, 2018, and failed to approve a motion regarding the funding (by a 3-3 tie vote). The dissenting members denied the funding generally based on the following reasons:

Issue #1. The Façade Improvement Program guidelines section 2 states that ineligible properties include "properties already receiving tax incentives or other financial incentives from the City" (see attached Resolution). The subject property is a historic property and currently has a historic property tax deferment through the Assessor's office (technically an "open space use assessment" per CCMC 21.02 and NRS Chapter 361A). Some of the RACC members considered the tax deferment to be a "tax incentive" that disqualifies the property from receiving façade improvement funds. (Note: According to the Assessor's office, the historic property tax deferment provides a 26% property tax reduction on all eligible improvements. Deferred property taxes for the current tax year and the prior six tax years must be paid in full should the property become ineligible for the tax deferment or should the owner elect to remove the deferment.)

<u>Staff analysis</u>: Staff believes and expressed to the RACC that the intent of this particular clause in the guidelines was to exclude properties with sales tax incentives agreements with the City (e.g. Sportsman's Warehouse, Burlington/Big 5/Big Lots, etc.) or other incentive agreements (e.g. auto dealers). Staff does not recall any discussion during the adoption of the guidelines about excluding historic properties that may have a historic property tax deferment, and does not believe that was the intent of the verbiage.

Board of Supervisors considerations and alternatives: The Board of Supervisors should determine the appropriate interpretation of "tax incentives or other financial incentives" as it pertains to the Façade Improvement Program. Should the Board of Supervisors determine that such exclusionary tax incentives do not include historic property tax deferments, the Board should consider approving the eligible façade improvements funding (see further discussion below regarding eligible improvements). Should the Board determine that the historic property tax deferment is a tax incentive that disqualifies the property, the Board should deny the funding application.

Issue #2. Some RACC members believed that the Façade Improvement Program was primarily intended for the main commercial corridors (i.e. Carson Street) and immediate vicinity, and funding should be focused on those areas.

Staff analysis: While the "no" votes were primarily based on the tax incentive issue noted above, this issue was also raised and may be considered by the Board of Supervisors. Staff noted that the Façade Improvement Program guidelines clearly states in Section 1, "All commercial properties within Redevelopment Areas 1 and 2 are eligible to apply for Façade Improvement Program funds." There was discussion during the adoption of the program in 2016 about limiting it to certain areas, but there was a clear decision to include all commercial properties in the program. Furthermore, Section 3 expressly includes "maintenance" and "painting" as eligible improvements.

<u>Board of Supervisors considerations and alternatives</u>: Should the Board of Supervisors believe that the program should be limited to certain areas with the Redevelopment District that does not include all commercial properties, the Board should provide direction to staff to amend the Resolution establishing the guidelines.

Following is a summary of the application with information included that pertains to the Façade Improvement Program review criteria, as presented in the staff report to the RACC. Refer to the attached application for more details and explanation.

Address: 302 N. Minnesota Street

Requested funding (% of total project cost): \$25,000 (37% of \$68,000 estimated total project cost, including ineligible re-roof)

<u>Staff Recommended funding (% of total project cost)</u>: \$9,292.50 (50% of eligible costs, 14% of estimated total project costs)

Improvement description: Re-painting and re-roof of office building.

Redevelopment Area #: 1

<u>Staff analysis</u>: The property is located within the Residential Office (RO) zoning district and is also within the Historic District. Assessor's data lists the original year of construction as 1903, and the building is currently used as an office.

The project includes repainting the entire structure and a complete re-roof. Eligible façade expenses include "all portions of a building, *excluding the roof decking*, visible from the public right-of-way or on-site public parking lot." (Emphasis added.) The building has a parking lot at the rear of the building, and all sides of the building are visible from the street or parking lot. Therefore, all sides of the building are eligible for façade improvement reimbursement.



The applicant submitted the application to include reimbursement for the re-roof, thus the applicant's request is for \$25,000. The applicant read the portion of the policy standards that excludes "roof decking" and he believed that, by definition, roof decking included only the subsurface of the roof (i.e. the plywood) but did not include the shingles, which are visible. Staff spoke to the applicant and informed him of the RACC's policy regarding not funding re-roofing, and that the intent of the verbiage in the written policies is to exclude all re-roofing activities from funding. The request for funding for the re-roof is still included on the agenda as originally requested, with staff's recommendation to only fund 50% of the portion of the improvements that are otherwise eligible (i.e. painting).

The applicant obtained three bids for each portion of the proposed improvements, in compliance with the Façade Improvement Program policies. Based on the lowest bids for each portion, the costs are as follows:

Painting: \$18,585 (50% = \$9,292.50)

Re-roof: \$42,950

Total project cost (lowest bids): \$61,808

RECOMMENDED CONDITIONS OF APPROVAL: Pursuant to the Façade Improvement Program Policies and Procedures, approval of this application is recommended subject to the following conditions:

- 1. All work shall be performed with building permits and shall be completed by contractors licensed to perform the applicable work.
- 2. If the property is sold within 12 months of the completion of the improvements for which the funding was granted, the funds reimbursed for the project by Redevelopment shall be paid back to Redevelopment in full. The property owner shall sign a lien for the funds on a form provided by the City that must be recorded by the City prior to Redevelopment authorizing the reimbursement of any project expenses. The agreement shall be in the form as required by the City.
- 3. All improvements must be made in compliance with the plans approved by the RACC. Minor modifications in compliance with the applicable Development Standards for design may be approved by the Community Development Director.
- 4. Payments from the City shall be made on a reimbursement-basis only at a rate of no more than 50% of the actual expenses incurred by the property owner up to the total amount of funds approved.
- 5. For façade improvement projects that equal or exceed a total cost of \$10,000, reimbursement may be made in a maximum of two payments. The first payment may be requested for up to 50% of the approved Façade Improvement Program funds only after expenses have been incurred by the applicant equaling or exceeding 50% of the total project costs. The final reimbursement payment shall only be made upon completion and final inspection approval of the proposed improvements.
- 6. Applicants who receive funding must document all expenditures and provide the Community Development Department with proof of payment (receipts, paid invoices, etc.) for all eligible improvements, including costs associated with the property owner's required match, within 30 days of project completion.
- 7. Improvements for which Façade Improvement Program funds are awarded must be started (by obtaining a building permit for applicable improvements) within 180 days of application approval or the beginning of the Fiscal Year from which the funds are available, whichever occurs later. The approved façade improvements must be completed within 180 days of building permit approval. One 180-day extension may be granted by the RACC.
- 8. The applicant shall obtain approval from the Historic Resource Commission (HRC) for the re-roof through application to the Planning Division. (HRC approvals for re-roofing are administrative.) Any other modifications to the exterior of the structure, other than painting, which is exempt, must be approved by the HRC prior to commencing the work.

Contact Lee Plemel at 283-7075 or lplemel@carson.org if you have questions regarding this item.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 279 (Redevelopment); Resolution No. 2017-RA-1 and 2017-R-1 (Façade Improvement Program guidelines).

Financial Information Is there a fiscal impact? Yes No	
If yes, account name/number: N/A	
Is it currently budgeted? 🖂 Yes 🗌 No	
Explanation of Fiscal Impact: Expenditures of up to \$50,000 for FY 2019 have	been budgeted and authorized
by the Redevelopment Authority for the Façade Improvement Program.	
Alternatives See alternatives in the Proposed Motion section of this staff report.	
Attachments 1. Façade Improvement Grant application 2. Letter of appeal from the applicant 2. Façade Improvement Program Resolution (program guidelines)	
Board Action Taken: 1) Motion:	Aye/Nay
(Vote Recorded By)	



Carson City Redevelopment Community Development Department 108 East Proctor Street

108 East Proctor Street
Carson City, NV 89701
(775) 887-2180; planning@carson.org



a dade improvement Grant Nequest Form	The Continues of the Co		
PROPERTY INFORMATION: 302 N Minnesota ST. Carson City, NV 89703 ADDRESS	\$ 25,000 TOTAL FUNDING REQUEST		
OWNER INFORMATION: Cowee Investments LLC NAME 302 N Minnesota ST. Carson City, NV 89703 MAILING ADDRESS, CITY, STATE, ZIP CODE (775) 884-3215 jcowee@yahoo.com PHONE # jcowee@yahoo.com	\$ 68,000 ESTIMATED TOTAL PROJECT COST Project Area (check one): Redevelopment Area #1 Redevelopment Area #2		
Owner Acknowledgement of Application Provisions I, the owner of the subject property, acknowledge and agree to the conditions of the Façade Improvement Program and authorize the submission of this application.			
Owner's Signature	Date: 8/23/18		
Application culturities also states.			
Application submittal checklist:			
Completed and signed Façade Improvement Grant Request Form.			
One (1) set of plans for the planned improvements that meet commercial building permit standards for plan submittal, reduced to no larger than 11"x17" in size.			
Three (3) bids or competitive quotes for the proposed work from contractors registered and bonded by the State of Nevada and licensed to perform the applicable work. OR If three bids cannot be obtained, a minimum of one valid contractor's quote and a written explanation of the attempts made to obtain three bids and justification for approving the grant without the three bids which may include market trends, lack of qualified vendors, timing of application submittals, or other applicable conditions.			
III			

Cowee Investments LLC

Façade Improvement

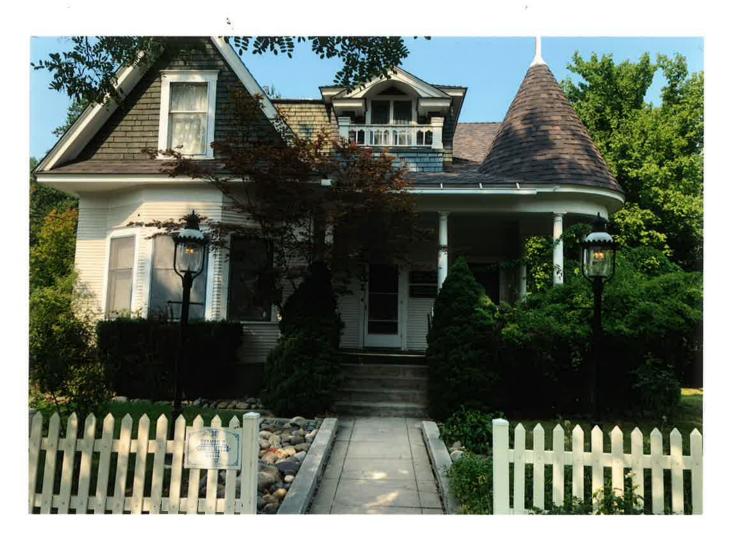
This will be a two-step process to improve the office located at 302 N. Minnesota St. Carson City, NV 89703.

Paint:

One step, would be to strip the house on the west and south sides to bare wood and then repaint the entire office in the same three color scheme it had before. Those three colors will be the cream body color, a white on the trims and a steel blue on the windows, casings and detail shakes.

Roof:

Step two, would be to get the entire roof taken off to bare wood sheeting and then have a new roof with all new paper put back on. The type of shingle we would be using would be a presidential style that is of higher quality than the three tab shingles currently on the building.









ESTIMATE



John Cowee CPA 302 Minnesota

Carson City, NV 89703

(775) 884-3215

Mastercraft Painting & Decorating, Inc.

Lic #35106A

1617 Fairview Drive #26 Carson City, NV 89701

Phone: (775) 883-3445

Email: office@mastercraft-painting.com Web: www.mastercraft-painting.com

NV

Estimate #

6203ce

Date

07/18/2018

Business / Tax #

MBL \$150,000

Description

0 A Estimate / Commercial

Estimate no charge:

0 Commercial N P T

Job set up and planning, OSHA, EPA and other job task that do not involve painting.

1 Ext Prep Comm

Lead abatement to be done by others

Powerwash to provide a surface cleaned free of dust, dirt, oil, grease, wax chalky or loose paint, rust, mill scale/glazing, efflorescence, tannin acids or any other contamination that would affect the coatings. We will do our

best to keep paint chips picked up during the prep process, but they are yours.

Sand, scrape, renail or screw to tighten up as needed, spot prime using top quality high build bonding primer.

Loose or bad caulking will be replaced with new 45 year acrylic caulking or proper sealants for the job. Control joints repaired as needed. Backer rod replaced as needed. Note: all siding expansion joints have been caulked in the past and should not have been done. If possible we will remove what can be and repair the others. Prep includes removing of lights, hardware etc and replacing when painting is complete.

2 Ext Masking/Comm

Mask and provide protection for all items not being painted. Landscaping, walks, roofs and windows etc, will be covered. Includes all time spent spreading drops, plastic, taping to protect surfaces during painting. Includes time for clean up of masking materials.

3 Ext Finishes Comm

Exterior finish applied by spray, backroll or backbrush 1st coat on siding, walls, spray 2nd coat, on east, west, south facing walls.

Trim applied by spray, brush, roll as needed (2) coats.

Exterior doors, Man doors, painted.

Accent colors applied to: same paint scheme as presented now.

Paint kynar coated metal rain gutters with one coat of High Adhesion primer and two coats as needed of color to match fascia, hat band. Down spouts to match body or trim depending on location.

A Materials Ext Commercial

PAINT MATERIALS: Generally we use Kelly Moore paint products: 1245 Satin (low-luster) or 1250 Semi-gloss on trim. All products subject to change to equivalent type from other manufactures.

B Sundries Commercial

MISCELLANEOUS PRODUCTS: Cleaning supplies, Kel-bond Primer, Caulking, tape, paper, plastic etc.

C Special Job Cost Commercial

Lifts, scaffolding, rigging, dumpster, power sanders, sani-huts etc.

Subtotal	\$26,170.00
Total	\$26,170.00
Deposit Due	\$2,617.00

Notes:

AREAS TO BE PAINTED: Siding, Eves, Fascia, Rain Gutters, Window Trim, Door Trim, Front Door(s), Man Door(s), Porch area cover (new wood), Wrought Iron, Brick/Stone, Foundations (if currently painted), siding shakes, new shakes.

(15) days to complete project. Weather permitting your project will be complete in consecutive working days.

WAIVER FROM DAMAGE TO TILE OR OTHER DELICATE TYPES OF ROOF COVERINGS - I, (We) have full knowledge & understanding that due to brittle and fragile nature of some roof coverings, and other delicate surfaces (Awnings, plants etc) some damage may occur during the preparation and application of paint coatings. With full knowledge thereof, I (we) hold harmless Mastercraft Painting & Decorating, Inc from the entire risk of damages during the course of service to the structure.

CLEAN UP & TOUCH UP PAINTS: Job sites will be cleaned up to a presentable state each day. All trash/empty scraped paint cans etc, will be placed in trash bags and left behind for your weekly trash pick up. Touch up paints will be left for your convenience.

SCHEDULING - We are only able to give tentative start dates. We are unable to start a new job until we complete all jobs in progress. Therefore there can be no guarantee of exact start date.

Worker Compensation and Liability insurance certificates available upon request.

Terms: 10% to book project, and the remainder upon completion.

We accept Cash, Checks, and ACH payments

All Credit cards charged additional 4% service charge.

Acceptance of Proposal/Estimate: The terms, conditions and prices contained in this proposal are satisfactory and are hereby accepted. You are authorized to preform the work as proposed. Payment will be made as outlined above.

Signed on: 07/20/2018

Mastercraft Painting & Decorating, Inc.

John Cowee CPA



Date of Acceptance:

AMERICAN PRIDE PAINTING

RESIDENTIAL★ COMMERCIAL★ LICENSED★ INSURED★ BONDED #1 SAVAGE CARSON CITY, NEVADA 89703 JOE TUCKER★ PH. # (775) 882-2242★ LIC. # 0035156

* PROPOSAL *

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Signature:.

Louie Jones Painting

11 Jeanette Drive Carson City, NV 89706 Phone (775) 246-5960 Fax (775) 246-1985 NV License #40434 Bonded and Insured Bid Limit \$50,000.00

Proposal Date: July 16, 2018

Proposal Submitted to:
Joe Cowee
Phone 775-884-3215
Email jcowee@yahoo.com

Work to be performed at: 302 Minnesota

Description: Exterior Painting

- @ Power wash complete exterior of building
- Scrape all loose paint as best as possible
- @ Tap in loose nails and add screws as needed
- © Caulk and spot prime as needed with full prime on shingles
- Spray and backroll body 2 coats to cover with SW Duration
- Brush and roll trim 2 coats to cover with SW Duration
- © Colors to match existing 3 colors as best as possible

All material is guaranteed to be as specified and the above work to be performed in a workmanlike manner according to industry standards for the sum of $\$18,\!585.00$

ANY ALTERATION OR DEVIATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE PROPOSAL. PAYMENT IS TO BE MADE \$5,000.00 TO START AND BALANCE DUE ON COMPLETION OF WORK.

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 due as outlined above. If for any reason you are damaged financially due to a project performed at your residence you may be covered by the recovery fund through the Nevada State Contractors' Board. If you feel you need assistance or help you can contact the Nevada State Contractors' Board at (775) 688-1141.

Signature_		Date	
0	AUTHORIZED AGENT OR REPRESENTATIVE		

5263 Arrowhead Drive, Carson City, NV 89706

775-882-6141 OFFICE 775-882-7482 FAX

NV LIC #54763

Joe Cowee

July 27, 2018

775-884-3215

302 N. Minnesota St. Carson City Nv., 89703

Re: Re-roof estimate @ the above address.

We agree to furnish all labor,	material and equipment nece	ssary to complete the	following on th	ie aliove referencec
location:		y	iono wing on th	ie above reference

location:
 Obtain permit and schedule inspections. Remove existing roofing to deck and dispose of properly. (1 layer composition) Wood deck to be inspected. Replacement cost will be an additional amount of \$75.00 per 4' x 8' sheet of 1/2" plywood sheeting, or \$85.00 per 5/8" Plywood sheeting. Install (1) layer #30lb felt or synthetic underlayment to entire wood deck. Install pre-painted edge metal (Black, White, Brown) Apply new Certainteed "Presidential" Class "A" fire rated, shingles over felt. Color to be selected from manufacturer's standard line, by owner Renew or replace all metal flashing's as required and paint pipe jacks to match shingles. Install 2-ply SAP Modified rolled roofing at low slope roof. Install (8) low profile attic vent's, seal and paint to match. Remove and install new high profile hip and ridge, on entire house. Properly dispose of all debris created by Don James Roofing. Upon completion, Don James Roofing three (3) year guarantee to apply, as well as a manufacturer's limited warranty.
Completed total: \$43,875.00
Note: Excludes any type of siding, painting, wood-work and/or unforseen structural issues that may occur do to age of building
Terms: Don James Roofing requires a 50% deposit with net upon completion. Note: This proposal expires in fifteen (15) days.
Note: All nails must protrude through overhangs and open soffetts per all shingle manufacturer's. Any questions about this, please let us know as soon as possible.
We thank you for this opportunity to present this proposal, and hope it meets with your approval. **If you have any questions, or if I can be of further service, please do not hesitate to call.
Sincerely,
Don James Roofing Company
David McCullen Branch Manager
Accepted by: Date: I attest that I have the authority to sign this contract as well as to authorized payment.

Woodward Quality Roofing, LLC

1257 Myers Drive Gardnerville, NV 89410 Phone/Fax: 775-782-0092

NV Lic #56868A/CA Lic #914296 Nev. Monetary Limit \$75,000

Bonded and Insured /General Liab. & Workers Comp.

Job Estimate/Contract

Client: John Cowee CPA
Project: 302 N Minnesota St

Carson City, NV

Date: July 13, 2018

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Desc	rıp	tio	n

Tear off and haul away existing roofing materials.

Install

- 2 inch painted drip edge metal to all perimeter edges.
- 60 mil. Duro-Last PVC single ply roof membrane at all low slope roof areas.
- Certainteed Presidential TL composition shingles over 30 lb felt underlayment at all steep slope roof areas.
- Continuous ridge vent for attic/roof ventilation.

Replace

- All PVC plumbing pipe flashings. Any other roof flashings as needed.

Total Job Estimate Cost \$44,300.00

**Any extra labor and/or materials not included in above descriptions will be an additional charge to the total estimate cost which will first be agreed upon by both owner and contractor.

Thank you, Aaron Woodward

All installations follow uniform building codes and/or manu	facturer's specifications.
Installation Warranty: 5 yrs	
By signing this Job Estimate, I am agreeing to the terms and	d conditions set forth on this form.
20% due upon signing Job Estimate. Balance due upon con	
	•
Dated:	
	Signature

ESTIMATE



John Cowee CPA

Job Address: 302 N. Minnesota St. Carson City, NV 89703

> (775) 721-3020 (775) 884-3215

Coyne Roofing Inc. NV license #50421A

1176 Angela Court Unit 103 Minden, Nevada 89423

Phone: (775) 265-7408

Email: jcoyneroofing@gmail.com

Fax: (775) 265-7017

Web: www.coyneroofing.com

Estimate #

002021

Date

06/26/2018

Description

Building permit

Purchase building permit per county code

Labor/ tear off roof

Tear off existing roofing /clean off roof deck/ clean ground free of roofing debris and nails. Lay tarps around perimeter of building to catch small loose debris

Dump fee

Provide trailer and haul to dump

Roof sheeting

Any deteriorated roof sheeting to be replaced will be an additional charge of \$55 dollars per 4x8 per sheet

Felt 30#

Install felt over substrate deck per building code

Ice and water shield

Install ice and water shield around pipes and protrusions in roof for extra leak protection.

Flashing 2"x2" painted drip metal

Install 2"x2" painted drip around perimeter of building. Standard colors are black, brown or white.

Valley flashing 18"

Valley metal is installed in all valley locations

Certainteed Swiftstart Starter shingles

Starter shingles to provide 130 mph wind warranty

Certainteed Presidental starter

Starter shingle for presidential roof application

Certainteed Presidential TL

Install Roofing material/shingles per manufacturers specs and local building codes.

T.P.O .60 mil single ply

Install single ply roofing per manufacturer's specs and building code on low sloped areas of roof.

Venting ridge vent

Install attic venting per building code

Certainteed Mountain Ridge 10"

Install ridge shingles per manufacturer's specs and building code

Flashing around chimney

Install new base flashing and counter flashing around chimney chase.

Flashing 1"-3" pipe flashing

Install new pipe flashings and paint to match

Labor/ Clean up

Remove all debris from job site magnet swipe ground for nails

Warranty. Workmanship warranty from Coyne Roofing Inc.

Workmanship warranty for five years from date of completion on all full roof jobs

Warranty lifetime limited 50 yr 4 star sure start plus from Certainteed

4 star sure start plus non prorated coverage on materials and labor and tear off and disposal transferable for 12 years

\$42,950.00	
\$42,950.00	

Notes:

Estimate includes labor and material to complete project as outlined above.

We accept credit cards (MasterCard and Visa)
Please note that on transactions over \$1,000.00 a 2.5% administration fee will apply

Warranties are null and void if payment is not received in full in a timely fashion. Small claims may be settled in small claims court. Property is subject to mechanics lien per NRS 108.221 through 108.0246 inclusive. In the event of any legal disputes, prevailing party may be liable for attorney's fees and costs. The owner is responsible for removing and protecting items on the interior of structure(s) and surrounding the structure(s). Coyne Roofing Inc. will attempt to avoid excess damage to landscaping, siding, decks, and other features of the subject property. Coyne Roofing cannot be responsible for the following items: damage to existing skylights, chimneys, solar panels, satellite dishes, bathroom vents, stove pipes, furnace pipes, cupolas, antennas, railings, siding where we have to run new flashing or remove old calking. Proper ventilation in existing attic space that is inaccessible from interior. Proper ventilation: where insulation my be blocking existing venting. Mold or mildew of any kind is not covered. Gaps in siding that are created by removing old roofing, nail pops in ceiling or walls due to work done on roof, unevenness of walls, rafters, or roof boards on an existing structure, any consequential or incidental damage caused by leakage, color, shading of color selection of shingles, delays caused by strikes, weather conditions, delays in obtaining materials, or causes beyond contractors control are not covered. Any and all work performed by the contractor in addition to that listed in this agreement, shall be done for an additional charge.

By signing this document, the customer agrees to the services and conditions outlined in this document. This contract is between Coyne Roofing Inc. and representative listed in this document. Legal action can not be taken against Coyne Roofing Inc. or James Coyne if there are any issues with code requirements. Coyne Roofing Inc. must be given an opportunity to resolve before any action can be taken. Any additional work that is required to complete the job properly must be done at an additional charge. If anything is discovered to be incorrect with anything we

have done let us know and we will make it right.

"Residential construction recovery fund"

Payment may be available from the residential recovery fund if you are damaged financially by a project performed on your residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulted from specified violations of Nevada law by licensed in this state. To obtain information relating to the recovery fund filing and claim for recovery from recovery fund, you may contact the state contractors board at the following locations:

State contractors board 5390 Kietzke Lane, Suite 102 Reno, Nevada, 89511

Phone number: (775)688-1141

Bid limit: \$250,000.00

Payment terms:
10% deposit upon contract acceptance
90% due upon completion of job
Progress payments may apply depending on size of job
Payment due upon completion for repair work only.

John Cowee CPA

Lee Plemel

From: Joe Cowee <jcowee@yahoo.com>

Sent: Wednesday, September 05, 2018 10:10 AM

To: Lee Plemel Subject: Appeal

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Lee,

Thank you for your time and hard work yesterday. This is my formal e-mail stating that I would like to appeal the decision rendered last night by the Redevelopment Authority Citizens Committee (RACC). I believe the split vote was based not on the projects merit but because of the inconsistencies and ambiguities and interpretations of the resolutions. I believe my project presented, adhered to all qualifications & resolutions. I feel that some members voted by their preconceived ideals of what the facade improvement were and not what the resolutions stated.

Thank you for your time,

Joe Cowee, CPA

Cowee CPA, Ltd. 302 N. Minnesota st. Carson City, NV 89703

(775) 884- 3215 Fax 884-2410

Confidentiality Notice: The information contained in this electronic e-mail and any accompanying attachment(s) is intended only for the use of the intended recipient and is non-public in nature and may be confidential and/or privileged. If any reader of this communication is not the intended recipient, unauthorized use, disclosure, dissemination or copying is strictly prohibited, and may be unlawful. If you have received this communication in error, please immediately notify the sender by return e-mail, and delete the original message and all copies from your system and promptly destroy any copies made of this electronic message. Thank you.

This notice is required by IRS Circular230, which regulates written communications about federal tax matters between tax advisers and their clients. To the extent the preceding correspondence and/or any attachment is a written tax advice communication, it is not a full "covered opinion." Accordingly, this advice is not intended and cannot be used for the purpose of avoiding penalties that may be imposed by the IRS.

RESOLUTION NO. 2017-RA-R-1 and 2017-R-1

A RESOLUTION AMENDING RESOLUTION 2016-RAR-3 AND 2016-R-22 TO CONTINUE THE CARSON CITY REDEVELOPMENT FAÇADE IMPROVEMENT PROGRAM FOR REDEVELOPMENT PROJECT AREAS 1 AND 2 AND AMEND PROVISIONS RELATED TO PROJECT ELIGIBILITY REQUIREMENTS.

WHEREAS, a stated objective of the Redevelopment Area 1 Plan is to improve the appearance of commercial areas through building rehabilitation, and

WHEREAS, strategies in the Redevelopment Area 2 Plan include engaging the business owners in the revitalization process and assisting in the reuse of vacant buildings; and

WHEREAS, the Carson City Redevelopment Authority and Board of Supervisors desire to create an incentive program to be an integral part of Carson City's private-public partnership initiatives to retain and expand businesses in Carson City; and

WHEREAS, this program is designed to stimulate investment in properties and improve the desirability of properties within Redevelopment Areas 1 and 2 by improving the exterior appearance of buildings.

NOW THEREFORE, the Carson City Redevelopment Authority and Board of Supervisors do hereby resolve to establish the Carson City Redevelopment Façade Improvement Program for Redevelopment Project Areas 1 and 2, which includes the following guidelines.

- 1. <u>Eligible Properties:</u> All commercial properties within Redevelopment Areas 1 and 2 are eligible to apply for Façade Improvement Program funds.
- 2. <u>Ineligible Properties:</u> Ineligible properties include properties already receiving tax incentives or other financial incentives from the City, residentially-zoned properties, buildings that were constructed or have had façade improvements completed within the last five years, properties for which property taxes are owed and not paid up to date, properties with outstanding or unresolved code enforcement issues, and properties on which construction of the proposed improvements has already been started at the time of application submittal to the Community Development Department.
- 3. <u>Eligible Improvements:</u> All exterior building façade updating and maintenance, including but not limited to painting, lighting, awnings, doors, fascia, and other decorative elements are eligible to receive Façade Improvement Program funds. Landscaping, signs, roof decking, paving, and any improvements not affixed to the building are not eligible expenses. For the purposes of this policy, exterior building façade includes all portions of a building, excluding the roof decking, visible from the public right-of-way or on-site public parking lot.

- 4. <u>Maximum Façade Improvement Program Funding:</u> The maximum Façade Improvement Program funding that may be awarded is \$25,000 per individual Assessor's Parcel Number, subject to authorization of Program funding by the Board of Supervisors.
- 5. Required Property Owner Matching Funds: The property owner shall pay a minimum of 50% of the total project costs. Total project cost includes construction and all expenses incurred in the preparation and permitting of plans for the improvements, including building permit fees, design work, and construction drawings.
- 6. Façade Improvement Program Application Review Process:
 - A. The Redevelopment Authority Citizens Committee (RACC) shall review and have final decision authority on all Façade Improvement Program applications.
 - B. Initial applications are due April 15, 2016, to be reviewed by the RACC on May 2, 2016, for the available FY 2015-16 funding and FY 2016-17 funding. If available funding is not fully used in any given fiscal year, applications will be accepted on a first-come, first-served basis until available, budgeted funding is exhausted. If available funding has been fully allocated for any given fiscal year, applications may continue to be accepted and will be date stamped for priority consideration for the next fiscal year.
 - C. Façade Improvement Program applications must include plans meeting commercial building permit standards showing all proposed improvements.
 - D. Decisions of the RACC regarding Façade Improvement Program applications may be appealed to the Redevelopment Authority provided that such appeal is made within 7 days of the RACC's decision. Only Façade Improvement Program applicants affected by the RACC's decision have standing to appeal.
 - E. The property owner shall sign the application consenting to the proposed improvements and all applicable requirements of the Façade Improvement Program.
- 7. Reimbursement of Redevelopment Funds: Façade Improvement Program funds shall be awarded as a grant, with no reimbursement required, provided that the property is not sold within 12 months of the completion of the façade improvements for which the grant was awarded. If the property is sold within 12 months of the completion of the façade improvements for which the grant was awarded, the property owner shall be responsible to pay back 100% of the Façade Improvement Program funds awarded by Carson City.

8. Compliance with Development Standards:

- A. All improvements shall be reviewed pursuant to and comply with the Carson City Development Standards Division 1.1, Architectural Design, as applicable to the proposed improvements.
- B. Improvements to buildings within the Downtown Mixed-Use (DTMU) zoning district shall comply with the DTMU Development Standards, Division 6.6, 6.6.2, Lighting, 6.6.3, Signage, 6.6.10, Building Design and Character, and 6.6.11, Guidelines for the Renovation and Restoration of Existing Structures, as applicable to the proposed improvements.
- 9. <u>Commitment Agreement</u>: Each participant in the Façade Improvement Program must execute and record a document agreeing to reimburse the City 100% of the awarded Façade Improvement Program funds if the property is sold within 12 months of the completion of the façade improvements for which the grant was awarded. The agreement shall be in the form as required by the City.

10. Reimbursement Process:

- A. Payments from the City shall be made on reimbursement-basis only at a rate of no more than 50% of the actual expenses incurred by the property owner up to the total amount of funds approved.
- B. For façade improvement projects that equal or exceed a total cost of \$10,000, reimbursement may be made in a maximum of two payments. The first payment may be requested for up to 50% of the approved Façade Improvement Program funds only after expenses have been incurred by the applicant equaling or exceeding 50% of the total project costs. The final reimbursement payment shall only be made upon completion and final inspection approval of the proposed improvements.
- C. Reimbursement for projects that are less than \$10,000 in total costs shall be provided in a one-time payment only after improvements have been completed and have received final inspection approvals.
- D. Applicants who receive funding must document all expenditures and provide the Community Development Department with proof of payment (receipts, paid invoices, etc.) for all eligible improvements, including costs associated with the property owner's required match, within 30 days of project completion.

11. Project Bidding Requirements:

A. Applicants are responsible for obtaining three bids or competitive quotes for the proposed work. All contractors must be registered and bonded by the State of Nevada and licensed to perform the applicable work in Carson City.

- B. Approved projects will be based on the lowest of the three bids. The applicant may select any of the three bidders to complete the improvements, but the applicant will be responsible for costs in excess of the lowest bid.
- C. Construction contracts will be between the applicant and contractor. The contractor must obtain all required permits prior to commencing construction.
- D. Applicants shall make every attempt to get the required number of bids for the work to be completed. However, the RACC shall have authority to waive this requirement depending on but not limited to the following conditions: market trends, lack of qualified vendors, timing of application submittals, or other applicable conditions.
- E. Notwithstanding the provisions above, a property owner/applicant who is also a contractor and will be the contractor for the proposed façade improvements shall not be required to obtain three bids but shall be responsible for obtaining and submitting a written contractor's or subcontractor's bid detailing by line item the description and cost for each item of work to be completed. All contractors must be registered, licensed and bonded in the State of Nevada and licensed to perform the applicable work in Carson City.
- 12. Completion of Façade Improvements: Improvements for which Façade Improvement Program funds are awarded must be started (by obtaining a building permit for applicable improvements) within 180 days of application approval or the beginning of the Fiscal Year from which the funds are available, whichever occurs later. The approved façade improvements must be completed within 180 days of building permit approval. One 180-day extension may be granted by the RACC.

Upon motion by Member Brad Bonkowski, seconded by Member John Barrette, the foregoing resolution was passed and adopted this 5th day of January, 2017, by the following vote:

AYES:

Member Brad Bonkowski

Member John Barrette Member Robert Crowell Vice Chair Lori Bagwell Chair Karen Abowd

NAYS:

None

ABSENT:

None

ABSTAIN:

None

KAREN ABOWD Chair

Recorder

ATTEST:

Resolution No. 2017-RA-R-1 and 2017-R-1

Upon motion by Supervisor Brad Bonkowski, seconded by Supervisor Karen Abowd, the foregoing Resolution was passed and adopted this 5th day of January, 2017, by the following vote:

AYES:

Supervisor Brad Bonkowski Supervisor Karen Abowd

Supervisor Lori Bagwell Supervisor John Barrette Mayor Robert Crowell

NAYS:

None.

ABSENT:

None.

ABSTAIN:

None.

ROBERT L. CROWELL, Mayor

ATTEST:

SUSAN MERRIWETHER, Clerk-Recorder