



MILWAUKIE

Dogwood City of the West

To: Design and Landmarks Committee
From: Li Alligood, Assistant Planner and DLC Liaison
Date: June 15, 2011
Subject: Preparation for June 22, 2011, Meeting

Greetings! We will be in the **Community Room at the Public Safety Building** for next Wednesday's meeting at **6:30 p.m.** The agenda is enclosed (see Enclosure 1). Due to the number of items on the agenda for this meeting, **please allow 2.5 hours.**

New Agenda Format

The agenda for this month's meeting has a new look. We will be using this new format from this point forward for consistency with the Planning Commission and City Council agendas.

Light Rail Project Design Update

Landscape architect Carol Mayer-Reed will describe the proposed designs for retaining walls and fences along the light rail alignment through Milwaukie. She is seeking DLC feedback on the design direction. A packet addendum with project information will follow later this week.

Façade Improvement Program

The Committee will review 6 Façade Improvement Program applications and approve or deny each request. Please review the applications thoroughly prior to the meeting. See Enclosure 3 for more information.

Land Use Training

City Attorney Damien Hall will provide a brief overview of land use law as it relates to land use review of the light rail project.

Let me know if you have any questions. See you next Wednesday at 6:30 p.m.!

Enclosures

1. June 22, 2011, meeting agenda
2. April 27, 2011, meeting notes
3. Façade Improvement Program applications and staff recommendations



AGENDA

MILWAUKIE DESIGN AND LANDMARKS COMMITTEE Wednesday, June 22, 2011, 6:30 PM

**PUBLIC SAFETY BUILDING
3200 SE HARRISON ST**

1.0 Call to Order - Procedural Matters

2.0 Meeting Minutes – Motion Needed

2.1 April 27, 2011

3.0 Information Items

4.0 Audience Participation – This is an opportunity for the public to comment on any item not on the agenda

5.0 Public Meetings – Public meetings will follow the procedure listed on reverse

6.0 Worksession Items

- 6.1 Summary: Light rail project design update (60 min.)
Presenter: Carol Mayer-Reed, Mayer/Reed Landscape Architects
- 6.2 Summary: Façade Improvement Program application review (45 min.)
Presenter: Li Alligood, Assistant Planner
- 6.3 Summary: Land use training (15 min.)
Presenter: Damien Hall, City Attorney
- 6.4 Summary: Code update overview (15 min.)
Presenter: Katie Mangle, Planning Director

7.0 Other Business/Updates

7.1 Joint meeting with City Council scheduled for July 5

8.0 Design and Landmark Committee Discussion Items – This is an opportunity for comment or discussion for items not on the agenda.

9.0 Forecast for Future Meetings:

- | | |
|-----------------|--|
| July 27, 2011 | 1. Façade Improvement Program application review |
| | 2. Light rail design update |
| August 24, 2011 | 1. Façade Improvement Program application review |
| | 2. Light rail design update |

Milwaukie Design and Landmarks Committee Statement

The Design and Landmarks Committee is established to advise the Planning Commission on historic preservation activities, compliance with applicable design guidelines, and to review and recommend appropriate design guidelines and design review processes and procedures to the Planning Commission and City Council.

1. **PROCEDURAL MATTERS.** If you wish to speak at this meeting, please fill out a yellow card and give to planning staff. Please turn off all personal communication devices during meeting. For background information on agenda items, call the Planning Department at 503-786-7600 or email planning@ci.milwaukie.or.us. Thank You.
2. **DESIGN AND LANDMARK COMMITTEE MEETING MINUTES.** Approved DLC Minutes can be found on the City website at www.cityofmilwaukie.org
3. **CITY COUNCIL MINUTES** City Council Minutes can be found on the City website at www.cityofmilwaukie.org
4. **FORECAST FOR FUTURE MEETING.** These items are tentatively scheduled, but may be rescheduled prior to the meeting date. Please contact staff with any questions you may have.

Public Meeting Procedure

Those who wish to testify should come to the front podium, state his or her name and address for the record, and remain at the podium until the Chairperson has asked if there are any questions from the Committee members.

1. **STAFF REPORT.** Each hearing starts with a brief review of the staff report by staff. The report lists the criteria for the land use action being considered, as well as a recommendation with reasons for that recommendation.
2. **CORRESPONDENCE.** Staff will report any verbal or written correspondence that has been received since the Committee was presented with its meeting packet.
3. **APPLICANT'S PRESENTATION.**
4. **PUBLIC TESTIMONY IN SUPPORT.** Testimony from those in favor of the application.
5. **NEUTRAL PUBLIC TESTIMONY.** Comments or questions from interested persons who are neither in favor of nor opposed to the application.
6. **PUBLIC TESTIMONY IN OPPOSITION.** Testimony from those in opposition to the application.
7. **QUESTIONS FROM COMMITTEE MEMBERS.** The committee members will have the opportunity to ask for clarification from staff, the applicant, or those who have already testified.
8. **REBUTTAL TESTIMONY FROM APPLICANT.** After all public testimony, the Committee will take rebuttal testimony from the applicant.
9. **CLOSING OF PUBLIC MEETING.** The Chairperson will close the public portion of the meeting. The Committee will then enter into deliberation. From this point in the hearing the Committee will not receive any additional testimony from the audience, but may ask questions of anyone who has testified.
10. **COMMITTEE DISCUSSION AND ACTION.** It is the Committee's intention to make a recommendation this evening on each issue on the agenda. Design and Landmark Committee recommendations are not appealable.
11. **MEETING CONTINUANCE.** Prior to the close of the first public meeting, *any person* may request an opportunity to present additional information at another time. If there is such a request, the Design and Landmarks Committee will either continue the public meeting to a date certain, or leave the record open for at least seven days for additional written evidence, argument, or testimony.

The City of Milwaukie will make reasonable accommodation for people with disabilities. Please notify us no less than five (5) business days prior to the meeting.

Milwaukie Design and Landmarks Committee:

Greg Hemer, Chair
Jim Perrault, Vice Chair
Patty Wisner
Becky Ives
Chantelle Gamba

Planning Department Staff:

Katie Mangle, Planning Director
Susan Shanks, Senior Planner
Brett Kelter, Associate Planner
Ryan Marquardt, Associate Planner
Li Alligood, Assistant Planner
Alicia Stoutenburg, Administrative Specialist II

Design and Landmarks Committee Meeting Notes Wednesday, April 27, 2011

Members Present

Greg “Frank” Hemer, Chair
Becky Ives
Patty Wisner
Chantelle Gamba

Members Absent

Jim Perrault, Vice Chair

Staff Present

Li Alligood, Assistant Planner (DLC Liaison)
Katie Mangle, Planning Director
Alicia Stoutenburg, Administrative Specialist II
Alex Campbell, Resource and Economic Development Specialist

1. CALL TO ORDER

Chair Greg Hemer called the Design and Landmarks Committee (DLC) meeting to order at 6:34 p.m.

2. MEETING MINUTES – None

3. INFORMATION ITEMS

Li Alligood, Assistant Planner, introduced **Alicia Stoutenburg, Administrative Specialist II**, from the Planning Department. Ms. Alligood noted that Ms. Stoutenburg would be joining the meetings and preparing the meeting minutes for the next few months. This meeting was for Ms. Stoutenburg to meet the DLC members and become familiar with the group and proceedings.

4. WORKSESSION ITEMS

Chair Hemer noted the order of the agenda had been changed to begin with Item 4.b. Downtown Façade Improvement Program, then move to Item 4.c. Light Rail Project Design Update, and finish with Item 4.a. Bylaws review.

b. Downtown Façade Improvement Program

This item was taken out of order.

Alex Campbell, Economic and Resource Development Specialist, introduced the basics of the Downtown Façade Improvement Program, and reviewed Enclosure 3 of the meeting packet.

- The City was launching a pilot program that would provide matching grants for downtown façade improvements.

- The program would fund up to \$50,000 for improvements. Metro would contribute 50% and the City would contribute 50% from the General Fund.
- It was a grant-based program and the idea was to encourage investments that were not only good for the property owner's specific properties, but also improved the public space and the experience of being downtown.

Mr. Campbell noted the program was presented to City Council and Council felt that the DLC should have an important role in the program. The DLC would be the decision-maker on the applications. The specifics of the program and process were still being worked out, but some additional questions had come up. He reviewed the general chronological process thus far.

- A business owner would first meet with staff to review the eligible uses as well as the design guidelines and standards.
- The applicant would then submit an application that included a photo of the existing building, the proposal including such items as sketches, examples of windows, paint colors, etc.

DLC Member Patty Wisner clarified that there was \$50,000 available, and it was possible there would be more applicants than funding available. She asked how the DLC should respond to applicants who questioned why their application had been denied.

- **Mr. Campbell** suggested the DLC direct those questions to staff.

DLC Member Becky Ives arrived at 6:45 p.m.

Chair Hemer asked if multiple approvable proposals could split the funds if the applicants agreed.

- **Mr. Campbell** stated that although the pot could be split, staff would want to meet with the DLC prior to the meeting to help structure that scenario.
- One reason to set it up as a rolling rather than cumulative application process was to make it a shorter process for the applicant, rather than waiting for 3 months for approval in the case of accumulating applications. There were benefits to both.

Chair Hemer asked if a property owner could apply for grants for multiple properties.

- **Mr. Campbell** stated that from a programmatic standpoint, he would lean away from awarding multiple grants to individual property owners.
- **DLC Member Gamba** felt that the DLC decision should be about a return on investment, not what was best for the individual property owner but what is best for the character of the whole area. The DLC should focus on how the money was best spent, not who was going to benefit.

She noted that if more funds were requested than were available, there would need to be a judgment call regarding those proposals that fall above or below the bar of improving downtown, rather than funding all proposals regardless of the bar.

Ms. Alligood noted that that was the reason for having the DLC involved, to make those judgment calls. It would be a new role for the DLC.

Mr. Campbell asked the Committee to identify criteria against which to review the grant applications. He suggested the DLC use clear terms to define the type of impact they would like to see.

- They could use criteria such as attractive and vibrant downtown, or character and aesthetics. The evaluation was about the experience of being downtown, not just visual aesthetics.
- They should also determine how much impact the projects should have: substantial; significant; noticeable improvement or impact.

The Committee discussed the review and approval process.

Mr. Campbell reviewed the direction he had received from Council regarding maximum grant amount; eligible activities; and application submission on a rolling monthly basis.

Chair Hemer noted that the list of eligible activities included items attached to the building and asked if sidewalks, trees, plants, pots, benches, and such were included in the list.

- **Mr. Campbell** clarified those items would not be on the list because Metro was not interested in funding required improvements, but wanted to incentivize property or business owners to make the downtown more attractive.

Ms. Ives asked if the applications would be reviewed against the downtown design standards.

- **Ms. Alligood** noted that City staff would review proposals for completeness prior to the DLC receiving it. The grant application review process was not a formal design review, and the design review checklist would not be utilized. The DLC was making a higher level call about whether the project was a good contribution to downtown or not.
- **Katie Mangle, Planning Director**, added that in the design review process the DLC members were in the role of critic, but they would be cheerleaders in the grant application review role. Staff would ensure that the applications were approvable, and the DLC would make the final decision.

Ms. Wisner clarified that maintenance of a building roof or similar nonvisible maintenance activities were not eligible.

- **Ms. Mangle** clarified that the eligible activities should be considered as improvements to the public realm. If you considered Main Street as a room, think about how the proposals would decorate the room.

Ms. Ives asked how the program would be promoted.

- **Mr. Campbell** stated that mailings would be sent to the property owner of record. Staff would also prepare a 1-page description of the program and hand them out to businesses.

Mr. Campbell noted that Metro had also made a small amount of funding available for design assistance for promising buildings. He thanked the DLC for their time.

c. Light Rail Project Design Update

This item was taken out of order.

Ms. Mangle noted that light rail updates would be on the DLC agenda each month for the next several months. There would be updates from consultants and TriMet staff as the project moved forward. She reviewed Enclosure 4 of the meeting packet and an aerial photo of the light rail alignment and project components.

- She was impressed with the work the design team had done, but there were still some things to talk about and choices to be made about materials and design.
- It was a big project with a very limited budget, and it was important for the residents and staff of Milwaukie to be active in this phase of the project design.
- The DLC would be responsible for “big D” Design Review, which was the formal land use process. The DLC would also be responsible for “small d” design review, and would advise staff and decision-makers on project components that were not subject to Design Review, as they had with the Jackson Street Improvement Project’s bus shelters.
- The design consultant would attend the June meeting to describe the design of the retaining walls and fences between Washington St and Harrison St.

Ms. Ives expressed concerns about how the weathered steel of the Kellogg Lake bridge, as well as other project components, would age. She asked for images to illustrate other projects using similar designs and materials.

Ms. Mangle noted that the DLC would meet jointly with the Planning Commission on June 1, and the design consultant would share images and designs at that meeting.

- She reviewed aspects of the project that would benefit from DLC review, including planters, retaining walls outside of the downtown zones, and various other project components.
- As part of the light rail station development, TriMet would be rebuilding some of the public areas. This would require a revision of the Public Area Requirements (PARs), and the DLC would be asked to provide feedback on the revised designs.

Chair Hemer suggested the zoning of the triangle site be changed in order to allow the station building the City wanted to see developed.

- **Ms. Mangle** agreed that changing the zoning of the site was important, but the PARs would need to be revised before the zoning could be addressed. The City had received a grant from Metro that would fund staff review of the existing downtown plan and station area planning. Staff was waiting for Council direction on the project.

Ms. Mangle stated that future monthly light rail meetings would be more focused on policy, and the project design would be part of the monthly DLC meetings. The DLC would likely see more attendees at the monthly meetings.

a. Bylaws

This item was taken out of order.

Ms. Alligood referred to Enclosure 1, Attachments 1 and 2, of the meeting packet, and explained that the DLC's bylaws had last been updated in 2003. The City's municipal code required committees and commissions to review their bylaws each year.

- She noted that the DLC would be doing a lot of design review in the coming year, and the bylaws did not address many questions about meeting and review procedure. The Planning Commission had adopted new bylaws in early 2010, which could serve as a template for the DLC bylaws update.

The Committee reviewed the annotated bylaws and discussed needed updates.

- **Ms. Gamba** stated that she was in favor of being as clear as possible in the language.
- **Ms. Mangle** asked the Committee to review the current and annotated bylaws and let staff know if there were any aspects that they really wanted to retain.

5. Other Business

- a. A joint meeting was scheduled with City Council for July 5, 2011.
- b. **Ms. Alligood** explained that the DLC had elected to receive meeting packets via e-mail several months ago. She noted that there would be some fairly complex land use applications in the next several months, and there may be more members of the public attending the meetings. She asked if the DLC would like to go back to receiving hard copies.
- The DLC determined that they would like to receive the monthly e-packet via e-mail, and would like to receive a hard copy in the mail.

6. Adjourn

The meeting adjourned at 8:05 p.m.

Greg Hemer, Chair



To: Design and Landmarks Committee

From: Li Alligood, Assistant Planner

Date: June 15, 2011, for June 22, 2011, Worksession

Subject: Downtown Façade Improvement Program application review

ACTION REQUESTED

Review Façade Improvement Program (FIP) applications and approve or deny based on the criteria and priorities established by the DLC, the City, and Metro.

BACKGROUND INFORMATION

A. Façade Improvement Program

The Façade Improvement Program (FIP) was established in March 2011, and began accepting applications in May 2011. All properties located in the downtown zones¹ east of McLoughlin Blvd are eligible.

The purpose of the FIP is to improve the pedestrian environment by encouraging business and property owners to make external improvements to their buildings. These improvements should enhance the character and aesthetics of downtown Milwaukie and create a more attractive and vibrant commercial district. See Attachment 1 for detailed program guidelines.

The matching grant program is funded jointly by Metro and the City. The maximum grant amount is \$10,000, which must be matched by the applicant and is reimbursed upon completion of the approved project.

B. Application Overview

There is a total of \$50,000 available through the façade improvement program. Nine applications have been submitted for DLC consideration, requesting a total of \$46,527 (see Table 1 for details). Six applications will be reviewed at this month's meeting and three applications will be reviewed at July's meeting. One application, for the building at 11008 SE Main St, is receiving design assistance from Metro.

The proposals are located throughout downtown, although several are clustered at the corner of Main St and Washington St. See Attachment 2 for a map of property locations.

¹ Downtown Commercial Zone DC; Downtown Storefront Zone DS; Downtown Office Zone DO; and Downtown Residential Zone DR.

Table 1. Applications received in May and June 2011

| Applicant | Address | Amount Requested |
|---|-------------------------------|-------------------------|
| 1. Carmen and Brian Meyer (Cha Cha Cha) | 11008 SE Main St | \$10,000 ² |
| 2. Troy Reichlein (Duffy's Irish Pub) | 11050 SE 21 st Ave | \$2,800 |
| 3. Troy Reichlein | 11074 SE 21 st Ave | \$610 |
| 4. Milwaukie Masonic Lodge | 10636 SE Main St | \$10,000 |
| 5. Doug Naef (Full Moon Creations Coffee House) | 2025 SE Washington Ave | \$2,175 |
| 6. Bernard's Garage | 2036 SE Washington Ave | \$3,950 |
| 7. WSCO Petroleum (Arco station) | 11011 SE McLoughlin Blvd | \$1,992 |
| 8. Main/Monroe Investors LLC | 10883 SE Main St | \$10,000 ² |
| 9. Nelson's Nautilus | 10466 SE Main St | \$2,100 ² |
| Total | 9 properties | \$46,527 |

C. Staff Review and Recommendation

Staff has reviewed the applications to verify program eligibility and compliance with downtown design standards. Each staff recommendation includes the following information:

- A. Background: Information about the zoning and use of the site, as well as any other site characteristics of note.
- B. Proposal: The work proposed by the applicant.
- C. Narrative: Each applicant has provided a narrative as part of the application; the narrative is included verbatim in the staff recommendation.
- D. Eligibility: Staff has determined that each application meets the grant program eligibility requirements and downtown design standards. Where appropriate, staff has noted specific components of the project that will increase downtown liveliness and the pedestrian environment.
- E. Amount requested: Staff has evaluated the project estimates submitted with each application and determined if they are reasonable. Staff has recommended the funding amount based on the proposal and eligible costs. This is not a recommendation of approval, but of the funding level in the case of approval.
- F. Additional information: Where appropriate, staff has included suggestions for improving the aesthetic appearance of subject buildings.
- G. Next steps: Some projects may require additional land use approvals before they can move forward. This section identifies which approvals, if any, are needed.

See Attachment 3 for staff recommendations and full application materials.

² To be reviewed at the July 27, 2011, DLC meeting.

APPROVAL CRITERIA

The DLC, the City, and Metro have identified the following approval criteria for DLC review of the façade improvement grant applications:

- Will the proposal result in a noticeable improvement in the storefront or building?
- Will the proposal enhance downtown character and aesthetics?
- Will the proposal enhance the pedestrian experience?
- Is the cost of project low relative to impact (“bang for the buck”)?

DECISION-MAKING PROCESS

Keeping in mind that the purpose of the program is to encourage visual improvements to private properties in downtown Milwaukie while allowing flexibility, the DLC has the following options when reviewing the grant applications:

- Approve all applications.
- Review and decide on applications individually.
- Postpone a decision on individual applications to a later date.

The DLC may adjust the amount of the grant awarded and offer comments and suggestions to the applicant. Per the terms of the grant program, the DLC may not provide conditions of approval or adjust design details.

ATTACHMENTS

Attachments are provided only to the Design and Landmarks Committee unless noted as being attached. All material is available for viewing upon request.

1. Downtown Façade Improvement Program guidelines
2. Map of property locations
3. Application materials and staff recommendations
 - A. 11074 SE 21st Ave – Offices
 - B. 11050 SE 21st Ave – Duffy’s Irish Pub
 - C. 10636 SE Main St – Masonic Lodge
 - D. 2045 SE Washington St – Future retail/commercial
 - E. 2036 SE Washington Ave – Bernard’s Garage
 - F. 11011 SE McLoughlin Blvd – Arco Station



Downtown Façade Improvement Program Guidelines

Program Goal:

Encourage and fund high-quality façade improvement projects that make downtown Milwaukie a more attractive, pleasant, and vibrant place.

Area of eligibility:

Downtown zones, east of McLoughlin Boulevard. Map is available at:
http://www.ci.milwaukie.or.us/sites/default/files/fileattachments/dwtm_figure312-1.pdf.

Eligible participants:

Property owners and lessees. Applicant must not have any outstanding debt to the City, unpaid property tax, or unresolved Code Enforcement issues.

Eligible activities:

Rehabilitation of building facades visible to the street, including: full storefront make-overs; items such as doors and windows; cornices; gutters and downspouts; signs and graphics; exterior lighting; canopies and awnings; painting and masonry cleaning; and new wall surfaces.

Ineligible activities are: roof materials, improvements to or within the public right-of-way, street furniture, temporary improvements, and other items not affixed to the building exterior. Single-family residential buildings are ineligible.

Eligible costs are “out-of-pocket” expenses for design, permits, and construction.

Ineligible costs are: contributions such as grantees time to oversee project, solicit bids, or perform work.

Grant maximum:

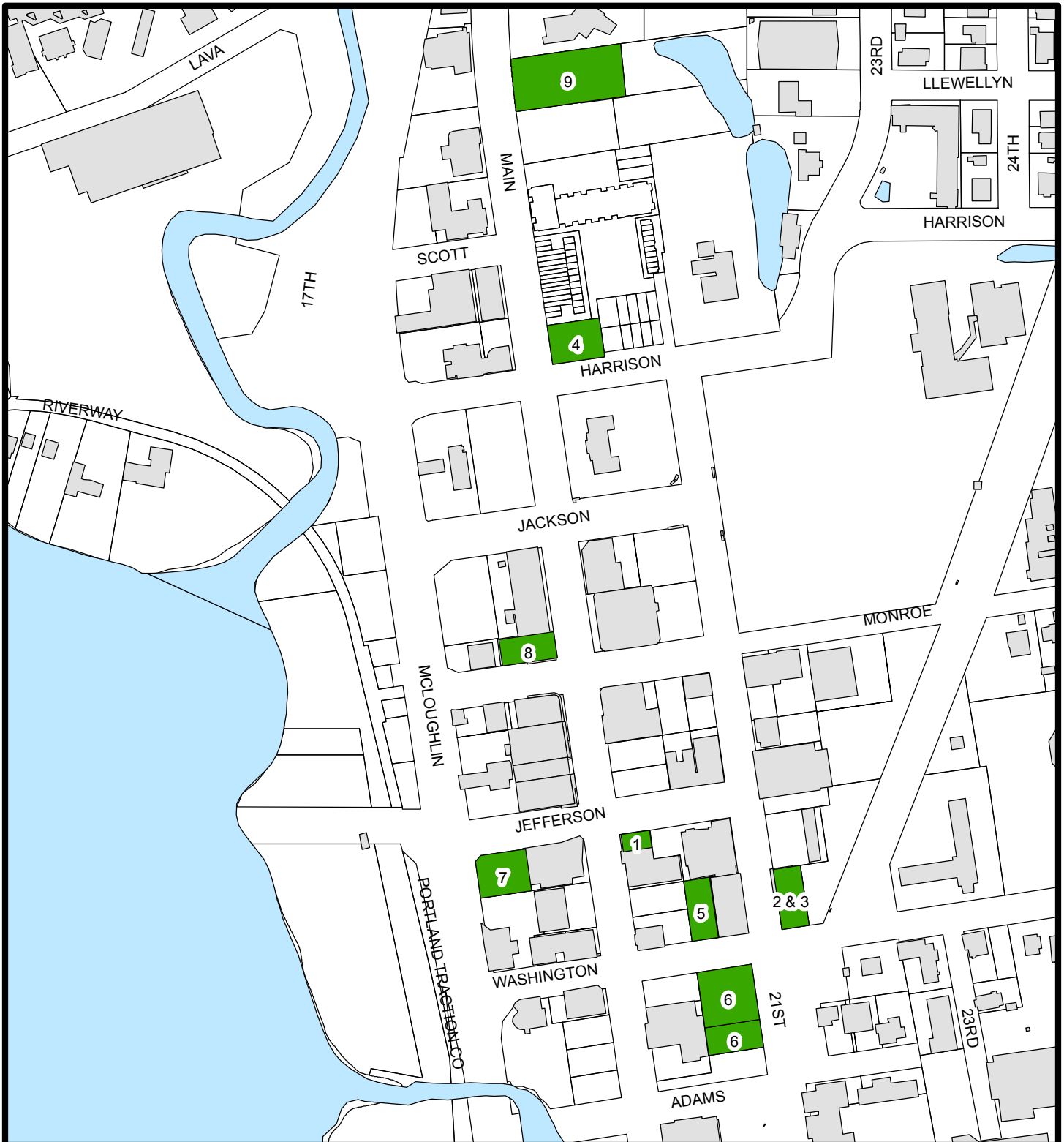
Maximum grant amount of \$10,000. Only one grant shall be awarded under this program to any individual building or leased space. Additional design assistance may be available directly from Metro. Design assistance will be focused on high-impact properties with committed applicants; priority will be given to properties located within the Main St required storefront area.

Questions:




Contact Li Alligood at (503) 786-7627 or alligoodl@ci.milwaukie.or.us.

This pilot program is being funded with grant support from Metro.

Facade Improvement Program Applications



Legend

-  May/June 2011 Applications
-  Buildings
-  Tax Lots



0 125 250 500
Feet



MILWAUKIE

Dogwood City of the West

DOWNTOWN FAÇADE IMPROVEMENT PROGRAM APPLICATION STAFF RECOMMENDATION

Date: June 22, 2011

Applicant: Troy Reichlein

Owner(s): Kana, LLC

Address: 11074 SE 21st Ave

Grant Request: \$2,800

Funding Recommendation: \$2,800

APPLICATION SUMMARY

A. Background

The site is located in the Downtown Residential Zone DR. There are two buildings on the tax lot. The building to the west, the subject of this grant application, consists of a one-story brick building constructed in 1960. The building contains 3 storefronts; 2 are currently occupied by offices and 1 is occupied by a retail store.

B. Proposal

The applicant proposes the following:

- Paint aluminum trim around the windows black
- Refinish exterior wood doors
- Install exterior lighting
- Install metal fabricated address plaques
- Replace one (1) deteriorated exterior window

C. Narrative provided by applicant

As a whole the repairs and maintenance would brighten and crisp the building, making it more modern and up-to-date, while also providing more security and confidence of people patronizing the Milwaukie area, particularly at night when the area is dark and cast with shadows.

D. Eligibility as determined by staff

The proposal meets the grant program eligibility requirements and downtown design standards. Staff believes that the collective impact of the proposed improvements will be significant at the pedestrian level.

E. Amount requested

The applicant has requested a matching grant of \$2,800. Staff recommends funding the full amount.

F. Additional information

The downtown design guidelines contain useful information and tips for making downtown buildings more attractive and pedestrian friendly. Pedestrian friendly buildings have transparent windows, providing “eyes on the street” that enhance pedestrian safety. They may also have canopies or awnings to protect pedestrians from the elements, attractive window displays to attract the eye, or sidewalk decor such as planters to add depth to the front facade. Small, inexpensive changes can make a big impact.

Staff suggests the applicant consider the following:

- Work with tenants to provide greater transparency to the interiors of the office by limiting window coverage. Full-length curtains can be replaced by partial blinds or café curtains.
- Removal of the window-mounted air conditioners on the street-facing side of the building.

G. Next steps

A Type I Design Review will be required for the installation of exterior lighting. If the replacement of the window requires a building permit, the review could be grouped together with the Type I review for installation of the lighting.

If the window requires a building permit and, as a result, receives Type I review, the window would be reviewed to ensure that it was not reflective, tinted or opaque; have simulated divisions; or have exposed, unpainted metal frames. The design guidelines also recommend against clear anodized aluminum windows



Downtown Façade Improvement Program Application Form

An informational meeting with City staff is required prior to submission of this form.

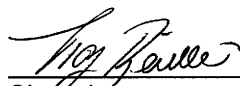

| | |
|--|---|
| Applicant: | Troy Reichlein |
| <i>(If applicant is not the building owner, attach either a lease specifying tenant's right to make improvements or letter from owner authorizing improvements.)</i> | |
| Building location (address): | 11074 SE 21st Avenue |
| <i>(See http://www.ci.milwaukie.or.us/gis/planning-maps)</i> | |
| Property Owner (corp/legal name): | Kana, LLC |
| <i>(Attach copy of deed of trust or document establishing ownership.)</i> | |
| Name listed on applicant's business registration: | Kana, LLC |
| Applicant's Mailing Address: | 11074 SE 21st Ave. Milwaukie, OR 97222 |
| Contact name: | Troy Reichlein |
| Phone: | 503-653-9592 |
| Email: | TroyRCPA@aol.com |
| Describe proposed work: | <p>See attached for fuller details:</p> <ul style="list-style-type: none"> - Paint aluminum trim around windows black - Refinish exterior wood doors - Install exterior lighting - Install metal fabricated address plaques - Replace one deteriorated exterior window |
| <i>(Attach photo of existing building. Attach color/material samples and a sketch, if applicable.)</i> | |
| How does the project contribute to an attractive and vibrant downtown environment? | As a whole the repairs and maintenance would brighten and crispen the building, making it more modern and up-to-date, while also providing more security and confidence of people patronizing the Milwaukie area, particularly at night where the area is dark and cast with shadows. |
| <i>(Please refer, where applicable, to Downtown Design Guidelines.)</i> | |
| Total Project Cost Estimate and Grant Amount Requested | Total project cost is estimated at \$5,600 and grant request amount is \$2,800. |
| <i>(Maximum grant is \$10,000 and no more than 50% of total cost. Attach a detailed budget or formal estimate for any project element exceeding \$1,000.)</i> | |

I, the undersigned, hereinafter "Applicant," submit this application for reimbursement of up to \$2,800.00 for façade improvement work described above under the City of Milwaukie's Downtown Façade Improvement Program.

I certify that the information provided above is accurate to the best of my knowledge. I understand that all costs for which I seek reimbursement must be documented. Under no circumstances will the reimbursement amount exceed \$10,000 or 50% of total applicant incurred costs directly related to the project.

I understand that any work must be carried out under all applicable local, state, and federal laws. I have reviewed the "Program Guidelines" and hereby acknowledge that no reimbursement shall be made for work that is not eligible under the guidelines or that was completed in a manner that does not comply with the guidelines. I agree to repay the City if any amounts reimbursed to me are found to have been reimbursed in error.

I hereby release the City of Milwaukie ("City") and Metro from any liability and relinquish any claim against the City and Metro for additional compensation related to the façade improvements described above. Further, I agree to indemnify Metro and the City, and their respective officers, agents and employees, and hold the City and Metro harmless in relation to any claims related to work performed by me or on my behalf by any contractor or sub-contractors in relation to the façade improvements described above.


 Signed

 member, Kama LLC
 Printed Name & Title

5/24/11
 Date

 Signed on behalf of

This pilot program is being funded by the City of Milwaukie and Metro.

AFTER RECORDING RETURN TO:

Judy Placencia
 32620 SW Lake Point Ct.
 Wilsonville, OR 97070

TRUST DEED

THIS TRUST DEED is made as of March 1, 2008, by KANA, LLC, an Oregon limited liability company, whose address is 11074 SE 21st Street, Milwaukie, OR 97222 ("Grantor"), to LANDAMERICA COMMERCIAL SERVICES, whose address is 1120 NW Couch Street, Suite 500, Portland, OR 97209 ("Trustee"), for the benefit of JUDY A. PLACENCIA, whose address is 32620 SW Lake Point Ct., Wilsonville, OR 97070 ("Beneficiary").

Beneficiary is making a loan to Grantor in the sum of FIVE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$535,000), which indebtedness is evidenced by a Promissory Note of even date herewith (as modified, supplemented, extended, renewed, or replaced from time to time, the "Note"). As a condition to making the loan evidenced by the Note, Beneficiary has required, and Grantor has agreed to execute and deliver, this Trust Deed.

NOW, THEREFORE, for the purpose of securing the Obligations described in Section 1.1 below, Grantor irrevocably grants, bargains, sells, conveys, assigns, and transfers to Trustee in trust for the benefit and security of the Beneficiary, with power of sale and right of entry and possession, all of Grantor's right, title, and interest in and to the real property located in Clackamas County, State of Oregon, and more particularly described as follows (the "Property"):

The West one-half of Lots 7 and 8, Block 3, MILWAUKIE, in the City of Milwaukie, Clackamas County, Oregon; TOGETHER WITH that portion of vacated Washington Street which inured thereto by reason of an unrecorded vacation

TOGETHER WITH all interests, estates, and rights that Grantor now has or may acquire in the Property, all tenements, hereditaments, and appurtenances in any manner belonging, relating, or appertaining to the Property; and all rights, titles, and interests of Grantor, now owned or hereafter acquired, in and to any and all buildings and other improvements of every nature now or hereafter located on the Property and all fixtures, machinery, equipment, and other personal property located on the Property or attached to, contained in, or used in any such buildings and other improvements, and all appurtenances and additions to and substitutions and replacements of the Property (all of the foregoing being collectively referred to below as the "Improvements"). All of the above is sometimes referred to below as the "Trust Property."

TO HAVE AND TO HOLD the Trust Property to Trustee and its successors and assigns for the benefit of Beneficiary and its successors and assigns, forever.

PROVIDED ALWAYS, that if all the Obligations (as defined in Section 1.1 below) shall be paid, performed, and satisfied in full, then the lien and estate granted by this Trust Deed shall be reconveyed.

TO PROTECT THE SECURITY OF THIS TRUST DEED, GRANTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE 1

Particular Covenants and Warranties of Grantor

1.1 **Obligations Secured.** This Trust Deed secures the payment of all principal and interest on the Note and the performance of all covenants and obligations of Grantor under this Trust Deed.

1.2 **Insurance.** Grantor shall obtain and maintain property and liability insurance on the Trust Property in full force and effect during the term of this Trust Deed.

ARTICLE 2

Events of Default; Remedies

Any failure to pay or perform, as required (after the expiration of any grace period) under the Note, or any obligation under the Note or this Trust Deed shall constitute an "Event of Default" hereunder. If an Event of Default shall occur, Beneficiary or Trustee may exercise any one or more of the rights and remedies available by law, in equity, or otherwise. Beneficiary may direct Trustee, and Trustee shall be empowered, to foreclose the Property by advertisement and sale under applicable law. Beneficiary may judicially foreclose this Trust Deed and obtain a judgment foreclosing Grantor's interest in all or any part of the Property. All remedies under this Trust Deed are cumulative and not exclusive. Any election to pursue one remedy shall not preclude the exercise of any other remedy. An election by Beneficiary to cure any breach of Grantor hereunder shall not constitute a waiver of the default or of any of the remedies provided in this Trust Deed.

ARTICLE 3

General Provisions

3.1 **Time is of the Essence.** Time is of the essence with respect to all covenants and obligations of Grantor under this Trust Deed.

3.2 **Reconveyance by Trustee.** At any time upon the request of Beneficiary, payment of Trustee's fees, if any, and presentation of this Trust Deed, without affecting the liability of any persons for the payment of the Obligations, Trustee may reconvey, without warranty, all or any part of the Trust Property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any facts shall be conclusive proof of the truthfulness thereof.

3.3 **Notice.** Except as otherwise provided in this Trust Deed, all notices pertaining to this Trust Deed shall be in writing and may be delivered by hand, or mailed by first class, registered, or certified mail, return-receipt requested, postage prepaid, and addressed to the appropriate party at its address set forth at the outset of this Trust Deed. Any party may change its address for such notices from time to time by notice to the other parties. Notices given by mail in accordance with this paragraph shall be deemed to have been given three days after the date of mailing; notices given by hand shall be deemed to have been given when actually received.

3.4 **Substitute Trustee.** In the event of dissolution or resignation of Trustee, Beneficiary may substitute a trustee to execute the trust hereby created, and the new trustee shall succeed to all the powers and duties of the prior trustee.

3.5 **Trust Deed Binding on Successors and Assigns.** This Trust Deed shall be binding upon and inure to the benefit of the successors and assigns of Grantor, Trustee, and Beneficiary.

3.6 **Expenses and Attorney Fees.** A party shall be entitled to recover its reasonable costs and attorneys' fees incurred in any legal action related to this Trust Deed in which it is the prevailing party.

3.7 **Applicable Law.** This Trust Deed and the validity, interpretation, performance, and enforcement of this Trust Deed shall be governed by the laws of the State of Oregon.

3.8 **Severability.** If any provision of this Trust Deed shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Trust Deed, and such other provisions shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Trust Deed.

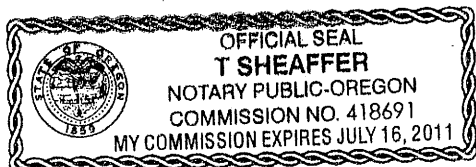
GRANTOR:

KANA, LLC, an Oregon limited liability company

By: Troy Reichlein
 Name: Troy Reichlein
 Title: member

STATE OF Oregon)
 County of Malheur) ss.

This instrument was acknowledged before me this 4 day of March, 2008, by Troy Reichlein, as member of KANA, LLC, an Oregon limited liability company, on behalf of the limited liability company.



T. Sheaffer
 Notary Public for Oregon
 My commission expires: 7-16-11

Troy Reichlein
 11074 SE 21st Avenue
 503-653-9592

| Work desired under Façade Improvement Program: | Estimated Cost | Document Set No. |
|---|-------------------|---------------------|
| - Paint aluminum trim around windows black (4) @\$100 each = \$400 | \$ 400 | A |
| - Refinish wood doors (3) @ \$100 each = \$300 | \$ 300 | B |
| Lighting on Brick Building under awning: | | |
| - Install conduit by electrician: \$1,500 | \$ 1,500 | C |
| - Install automatic light sensor by electrician: \$200 | \$ 200 | C |
| - Cost/installation of outdoor light fixtures: (3) @ \$302.40 each | \$ 910 | C |
| - Permit Fee (estimated) | \$ 120 | C |
| - Type 1 Plan Review (if necessary) | \$ 150 | C |
| Address numbers on Brick Building: | | |
| - Construction of welded metal numbers to be bolted into brick: (3) @ \$150 = \$450 | \$ 450 | D |
| - Installation of address plaques into brick: (3) @ \$100 = \$300 | \$ 300 | D |
| Exterior sign lighting on Brick Building: | | |
| - Install conduit by electrician: \$350 | \$ 350 | E |
| - Cost/installation of 4 outdoor light fixtures: \$450 | \$ 450 | E |
| - Permit Fee (estimated) | \$ 120 | E |
| - Type 1 Plan Review (if necessary) | \$ 150 | E |
| Exterior Window Replacement | | |
| - Cost/installation of exterior window on southwest side of building: | \$ 200 | F |
| Total Cost of Work: | <u>\$ 5,600</u> | |

**PRECISION NW ELECTRICAL
CONTRACTORS**

12020 SE Anna Ct.
 Damascus, OR 97089
 CCB#163318

Estimate

| Date | Estimate # |
|----------|------------|
| 6/9/2011 | 3818 |

| Name / Address |
|--|
| Troy Reichlein CPA 11074 SE 21st Ave Milwaukie, OR 97222 |

| | | | | Project |
|---|---|-----|--------------|------------|
| Item | Description | Qty | Cost | Total |
| Base Bid | Install 3 new owner provided outside light fixtures mounted on the brick columns controlled by 1 new photo cell | | 500.00 | 500.00 |
| Base Bid | Install power to exterior sign lights and install self adjusting timer for control | | 400.00 | 400.00 |
| Base Bid | Install 2 owner provided light fixtures for bar signs | | 150.00 | 150.00 |
| permit | Clackamas County | | 130.00 | 130.00 |
| PLEASE CALL IF YOU HAVE ANY QUESTIONS (503)880-2754 | | | Total | \$1,180.00 |

| Phone # | Fax # |
|---------------|--------------|
| (503)413-9870 | 503-594-2873 |

Signature _____

A

Troy Reichlein
11074 SE 21st Avenue
503-653-9592

- Paint aluminum trim around windows black (4) @\$100 each = \$400

The building was painted in 2010 which included the aluminum awning, and the brick front was given an acid wash in 2009. The four exterior windows on the building are silver aluminum and likely the original from construction. Painting the window trim black would give the building a crisper image and make it 'pop'. There are several buildings in the downtown area that have done this and it is quite noticeable.

Permit Fees: Not applicable as far as I can tell.

Type 1 Review Fee: Not applicable as far as I can tell.



B

Troy Reichlein
11074 SE 21st Avenue
503-653-9592

- Refinish wood doors (3) @ \$100 each = \$300

The wood doors are finished in dark walnut with a lacquer over the top and with the exposure of the afternoon sun and westerly weather patterns of rain get subjected to quite a bit of overall weather. The lacquer has begun to curl and the stain is uneven. It is from the original installation of the doors and simply needs maintenance. As with painting the window trim, the work will provide a cleaner and maintained look, which gives people an overall better feeling and confidence about being in downtown Milwaukie.

I tried taking pictures of the doors close up but in black and white the curling lacquer and uneven wear of the stain is really difficult to see. The picture attached at A shows the three doors being referenced though.

Permit Fees: Not applicable as far as I can tell.

Type 1 Review Fee: Not applicable as far as I can tell.

Troy Reichlein
11074 SE 21st Avenue
503-653-9592

C

Lighting on Brick Building under awning:

The front of the building is very dark at night. There is a street lamp very near the building but it is on the same side of the street and the awning casts a shadow making the whole building very dark. I have thought about many ways to try and illuminate the building with lighting and the best method I can come up with is by doing a mounted wall sconce lighting near each door with two light bulbs in each one, one up and one down. These lights provide indirect lighting only so there is no glare, and they would not only provide lighting of the sidewalk but also the building face and illuminate the underside of the awning.

Lighting, as we all know, provides security and confidence to the public. The addition of lighting would not only greatly improve the appearance of the block at night, but would also give more people security and confidence.

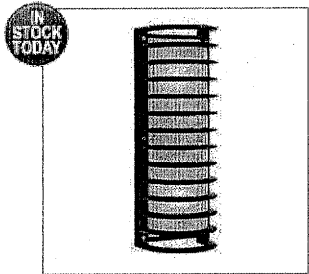
The attached picture of the lighting fixture has a bronze finish and provides a modern appearance that fits in excellent with the brick building and dark walnut doors.

The ideal method of running the conduit would be from the interior of the building with it being ran to a junction box at each light fixture. Because of the composition of the building, which is brick and cinder brick, this is more difficult to do than a wood frame building. The other option is to run the conduit on the outside of the building, where the brick meets the siding. This method is cheaper, but does not have the same finished appearance as internal would have.

On Thursday 5/19 I met with Li and Ryan and provided them with an excel packet basically of these items now in this application. In that packet I had a cost of \$600. That cost was based on the initial assumption of having the conduit ran on the outside of the building. The revised cost in this application are for the interior running of the conduit.

Permit Fee: \$120 Estimated

Type 1 Review Fee: \$150 (if applicable)



Poseidon Bronze Bulkhead

(Bellacor Number: 365684)

Ribbed Frosted Glass Marine grade Marine grade ...

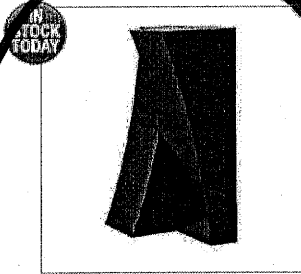
FREE SHIPPING On orders over \$75

Sale Price \$140.40

You Save 24%

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ADD TO CART



Archer ADA Wet Location Bronze LED Wall Fixture

(Bellacor Number: 579172)

Marine Grade Bulb(s) Included Marine grade ...

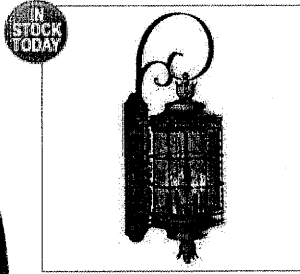
FREE SHIPPING On orders over \$75

Sale Price \$302.40

You Save 24%

Compare

ADD TO CART



Mallorca Large Outdoor Wall-Mounted Lantern

(Bellacor Number: 55302)

Awaken your home with this large outdoor wall lantern. The warm, rich Spanish iron finish lends...

FREE SHIPPING On orders over \$75

Sale Price \$459.00

You Save 13%

compare

ADD TO CART

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Page 1 of 318 [1](#) [2](#) [3](#) [4](#) [5](#) [Next](#)

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Beautify the exterior of your home with outdoor lighting and accessories from Bellacor!

Outdoor living starts with Bellacor. If you are building a secluded garden retreat or the ultimate party deck, our selection of outdoor chairs, lights and accessories will help put your design on the map. Choose from thousands of designs and styles in our furniture collection. Find chairs, benches and tables that will make your next outdoor gathering the event of the season.

Turn on the charm with outdoor wall mount light fixtures, including half-globe fixtures, lanterns, sconces and more. Choose from a full range of looks, from the simplicity of Mission-styled fixtures to the elaborate cut glass designs of Tiffany-inspired lights. Our outdoor lights are available in rugged and attractive finishes that stand up to whatever Mother Nature can throw at them.

Outdoor wall lights do more than finish a design. The right outdoor lighting can improve the security of your home. Functional lighting from the Bellacor collection helps guests stay safe when they come calling. Security lighting also sends a clear message to unwelcome visitors, a message to stay away!

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BONDED



C/D

Troy Reichlein
11074 SE 21st Avenue
503-653-9592

D

Address numbers on Brick Building:

The address of each unit of the building are old, inconsistent and basically vinyl letters on the windows. They are hard to see, old and outdated.

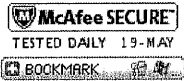
I would like to have an address plaque for each unit of the building fabricated and bolted to the brick of the building to the side of each door, under the exterior lighting described in C. The plaques would be of metal with a bronze type finish that would fit with the lights and wood doors, and yet would have a good contrast against the red brick that could easily be seen. The address numbers would be vertical and would be mounted to the brick via posts from the plaque - so that the plaque itself is raised above the brick by up to two inches. This would provide a very modernized and clean look to the building, as well as provide each identification of the addresses of the units.

It is very difficult to find pictures of this because they are individually fabricated and not something you can order online. I would likely use Trovo Design in Portland who I have used in the past and does outstanding work. (www.trovo.design.com)

My cost estimate is based off similar work I have had done in the past and discussion of mounting the posts from the plaque into the brick by a contractor.

Permit Fees: Not applicable as far as I can tell.

Type 1 Review Fee: Not applicable as far as I can tell.



Order Toll Free (800) 448-2870
Weekdays: 9am to 8pm EST
Weekends: 10am to 5pm EST
Order Online Anytime



- Home
- Residential Address Plaques
- Commercial Address Plaques
- Address Numbers
- Address Posts
- Specialty Plaques
- Mailboxes
- Home
- Shopping Cart
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- Commercial Address Plaques
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Testimonials

Thanks Taryn I appreciate your quick response to our problem - it is a pleasure to find companies that are service oriented with such pleasant and efficient employees such as yourself. Thanks again
Jolene C

Jolene C.

Write Your Own Testimonial

JustAddressPlaques.com As Seen In.....

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of a similar font, but they would be welded together and secured to the brick



side profile of people mounted to brick

awning

Blind Face

Buy Custom Address Plaques and Numbers, Shipped Quickly to You

Top 3 Reasons to Purchase from JustAddressPlaques.com

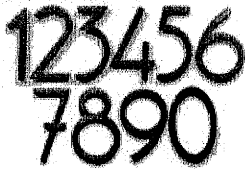
- Absolutely Lowest Prices, Guaranteed.**
We constantly search the internet to make sure our prices are the lowest. If you think you've found a lower price, please contact one of our customer service reps.
- Largest Selection of Address Plaques on the Market**
JustAddressPlaques.com is at the forefront of housing market trends. We carry all the top manufacturers of address plaques, as well as the latest styles and colors.
- Expert Customer Service team, who will assist you every step of the way.**
Our customer service team has been dealing with address plaques for years. They are extremely knowledgeable about the products we offer, and can assist you with everything from pricing large jobs, to layout design.



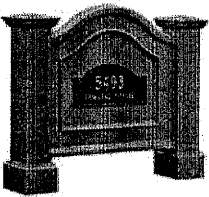
Residential Address Plaques (946)
Starting at \$35.00



Commercial Address Plaques (161)
Starting at \$19.00



Address Numbers (112)
Starting at \$19.00



Address Posts (10)
Starting at \$109.99

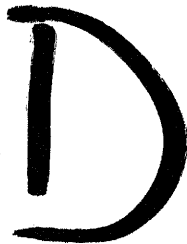
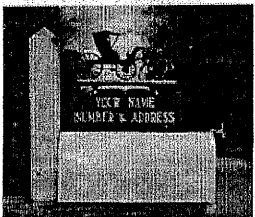


Specialty Plaques (430)
Starting at \$16.15



Mailboxes (336)
Starting at \$89.00

SKU: WHP-7002



I got a picture message today of the gift I got for my sister and brother in law. Thank you so much for a beautiful job. It was

Troy Reichlein
11074 SE 21st Avenue
503-653-9592

E

Exterior sign lighting on Brick Building:

The building has two signs, one on the North and one on the South sides of the building. The signage does not have any lighting and at night is difficult to see, if at all. I would like to illuminate the signs.

On the South side of the building the signage is simple and just attached to the building. A photo is attached. I would like to have exterior lighting installed above the signage so that it faces down and toward the sign. The light fixture would tie into the overall style and design of the building.

A photo is attached of the type of lighting fixture I'm thinking of for the South side sign.

On the North side, the signage is in a sign box which has backlight fluorescent bulbs. I would either like to add lighting similar to that on the South side, or have the electrical conduit serviced by an electrician to bring the sign to working condition.

I would also like to have the sign lighting placed on an automatic sensor, the same as used for the building lighting on Item C.

The electrician would do all of the conduit work at the same time.

Permit Fee: \$120 estimated

Type 1 Review Fee: \$150 if applicable.



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- Transitional (2,304)
- Victorian (1,979)
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- Mission (764)
- Early American (666)
- Traditional (570)
- Old World (140)
- Rustic/Lodge (117)
- Whimsical (38)
- Tiffany (16)
- More...

Finish/Color

- Bronze (2,533)
- Black (1,381)
- Brown (594)
- White (283)
- Rust (235)
- Brass - Antique/Satin (227)
- Copper (201)
- Natural Iron (161)
- Nickel - Brushed (145)
- Chrome - Brushed (57)
- More...

Price

- Less than \$100 (1,825)
- \$100 to \$249 (3,245)
- \$250 to \$449 (1,742)
- \$450 to \$699 (546)
- \$700+ (263)

Brand

- Hinkley (946)
- Kichler (487)
- Troy (476)
- Acclaim Lighting (443)
- Minka-Lavery (303)
- Livex Lighting (271)
- Savoy House (244)
- Maxim Lighting International (236)
- Sea Gull Lighting (226)
- Nuvo Lighting (193)
- More...

Lead Time

- 1 to 2 business days (3,504)
- 5 business days (1,380)
- 10 business days (261)
- 2 to 4 weeks (1,712)
- 3 to 5 weeks (78)
- 4 to 6 weeks (483)

Home > Lighting Fixtures > Outdoor Lighting > Outdoor Wall Lighting

Outdoor Wall Lighting - Page 4

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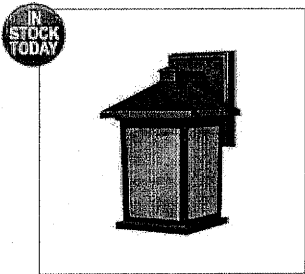
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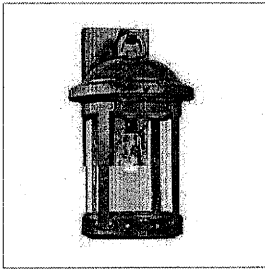
Page 4 of 318 : Prev 1 2 3 4 5 Next :



Holbrook Olde Rubbed Bronze 10-inch Outdoor Wall Light with Beige Seedy Glass
(Bellacor Number: 559652)
Clean lines to suit both contemporary and traditional decors. Seedy beige glass. Cast
FREE SHIPPING On orders over \$75
Sale Price \$70.00
You Save 14%

Compare

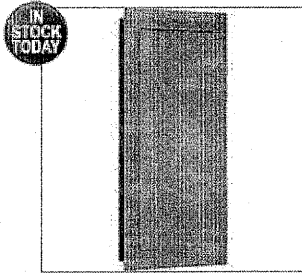
ADD TO CART



HSS Co-Op Small Copper One-Light Outdoor Wall Mount
(Bellacor Number: 57642)
This craftsman lantern is made of solid brass in a weathered copper finish. Its clear seeded g...
FREE SHIPPING On orders over \$75
Sale Price \$176.40
You Save 23%

Compare

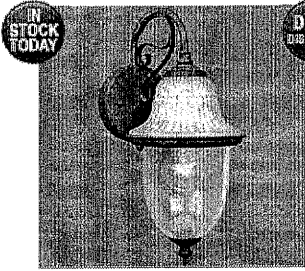
ADD TO CART



Beam II Stainless Steel Rectangular One-Light Fluorescent Outdoor Wall Mount with
(Bellacor Number: 537349)
As simple and sleek as a single ray of light, Beam II illuminates the room with unadorned punt...
FREE SHIPPING On orders over \$75
Sale Price \$153.00
You Save 16%

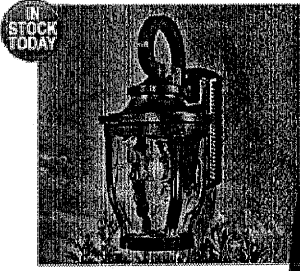
Compare

ADD TO CART



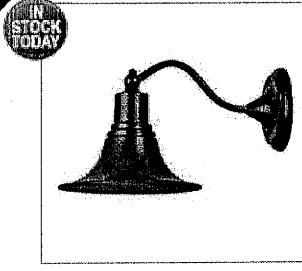
P5882-40: Renaissance Millstone One-Light Outdoor Wall Lantern
(Bellacor Number: 286833)
Shade: White-Washed Alabaster...

\$58.00
You Save 62%



Merrimack Exterior Wall Mount
(Bellacor Number: 78933)
Illuminate the outdoors with this large exterior wall mount made of a cast aluminum and finish...

\$87.00
You Save 13%



Model 9096-89: Kingston Bronze Dark Sky Outdoor Wall Mount
(Bellacor Number: 502149)
Aluminum and Brass construction in Bronze Finish Dark Sky compliant...

\$88.20
You Save 19%

Troy Reichlein
Certified Public Accountant
503.653.9592

**Major's Stuffed
Potatoes**

**Clackamas
Community Land Trust**

*South
Side*



Clackamas
Community Land Trust

World Studios
501-250-1100

Troy Reichlein
Central Public Association
503-653-9592

North
Side

E

F

Troy Reichlein
11074 SE 21st Avenue
503-653-9592

Exterior Window Replacement

The southwest corner of the building has an exterior window highly visible that sorely needs to be replaced. The trim has completely rotted out and it is an eyesore. See the attached picture. The cost a new vinyl window from Milwaukie Lumber is \$75, trim supplies is \$35 and there is three total hours of labor at \$30/hour by a contractor.

Permit Fees: Not applicable as far as I can tell.

Type 1 Review Fee: Not applicable as far as I can tell.





MILWAUKIE

Dogwood City of the West

DOWNTOWN FAÇADE IMPROVEMENT PROGRAM APPLICATION STAFF RECOMMENDATION

Date: June 22, 2011

Applicant: Troy Reichlein

Owner(s): Kana, LLC

Address: 11050 SE 21st Ave

Grant Request: \$610

Funding Recommendation: \$610

APPLICATION SUMMARY

A. Background

The site is located in the Downtown Residential Zone DR. There are two buildings on the tax lot. The building to the east, the subject of this grant application, is a wood-frame 1.5-story building constructed in 1920 as a residence and later converted to a commercial use. It is currently occupied by Duffy's Irish Pub. The property owner has recently completed a number of façade improvements independently.

B. Proposal

The applicant proposes the following:

- Add exterior lighting to existing signage
- Add a third railing to the exterior staircase

C. Narrative provided by applicant

The addition of exterior lighting and an additional handrail provides for a more finished look and feel of the building and business, which is on a very high-traffic intersection. A more finished building has a look of pride and confidence of the building, promoting the general public to stop and see what is in Milwaukie.

D. Eligibility as determined by staff

The proposal meets the grant program eligibility requirements and downtown design standards.

E. Amount requested

The applicant has requested a matching grant of \$610. Staff recommends funding the full amount.

F. Additional Information

The downtown design guidelines contain useful information and tips for making downtown buildings more attractive and pedestrian friendly. Pedestrian friendly buildings have transparent windows, providing “eyes on the street” that enhance pedestrian safety. They may also have canopies or awnings to protect pedestrians from the elements, attractive window displays to attract the eye, or sidewalk decor such as planters to add depth to the front facade. Small, inexpensive changes can make a big impact.

Staff suggests the applicant consider the following:

- Work with tenants to remove the lighting strips around the existing rooftop sign, and to install a permanent rooftop sign in place of the existing vinyl banners.

G. Next Steps

A Type I Design Review is required for the installation of exterior lighting. The installation of the hand rail is an item that can be considered a continuation of what was approved by land use file #DR-10-02.



Downtown Façade Improvement Program Application Form

An informational meeting with City staff is required prior to submission of this form.



| | |
|--|--|
| Applicant: | Troy Reichlein |
| <i>(If applicant is not the building owner, attach either a lease specifying tenant's right to make improvements or letter from owner authorizing improvements.)</i> | |
| Building location (address): | 11050 SE 21st Avenue |
| <i>(See http://www.ci.milwaukie.or.us/gis/planning-maps)</i> | |
| Property Owner (corp/legal name): | Kana, LLC |
| <i>(Attach copy of deed of trust or document establishing ownership.)</i> | |
| Name listed on applicant's business registration: | Kana, LLC |
| Applicant's Mailing Address: | 11074 SE 21st Ave. Milwaukie, OR 97222 |
| Contact name: | Troy Reichlein |
| Phone: | 503-653-9592 |
| Email: | TroyRCPA@aol.com |
| Describe proposed work: | <p>See attached for fuller details:</p> <p>A - Add exterior lighting to existing signate</p> <p>B - Add third railing to exterior staircase</p> |
| <i>(Attach photo of existing building. Attach color/material samples and a sketch, if applicable.)</i> | |
| How does the project contribute to an attractive and vibrant downtown environment? | <p>The addition of exterior lighting and an additional handrail provides for a more finished look and feel of the building and business, which is on a very high-traffic intersection. A more finished building has a look of pride and confidence of the building, promoting the general public to stop and see what is in Milwaukie.</p> |
| <i>(Please refer, where applicable, to Downtown Design Guidelines.)</i> | |
| Total Project Cost Estimate and Grant Amount Requested | Total project cost is estimated at \$1,220 and grant request amount is \$610. |
| <i>(Maximum grant is \$10,000 and no more than 50% of total cost. Attach a detailed budget or formal estimate for any project element exceeding \$1,000.)</i> | |

I, the undersigned, hereinafter "Applicant," submit this application for reimbursement of up to \$ 610.00 for façade improvement work described above under the City of Milwaukie's Downtown Façade Improvement Program.

I certify that the information provided above is accurate to the best of my knowledge. I understand that all costs for which I seek reimbursement must be documented. Under no circumstances will the reimbursement amount exceed \$10,000 or 50% of total applicant incurred costs directly related to the project.

I understand that any work must be carried out under all applicable local, state, and federal laws. I have reviewed the "Program Guidelines" and hereby acknowledge that no reimbursement shall be made for work that is not eligible under the guidelines or that was completed in a manner that does not comply with the guidelines. I agree to repay the City if any amounts reimbursed to me are found to have been reimbursed in error.

I hereby release the City of Milwaukie ("City") and Metro from any liability and relinquish any claim against the City and Metro for additional compensation related to the façade improvements described above. Further, I agree to indemnify Metro and the City, and their respective officers, agents and employees, and hold the City and Metro harmless in relation to any claims related to work performed by me or on my behalf by any contractor or sub-contractors in relation to the façade improvements described above.


 Signed

 member, Kama LLC
 Printed Name & Title

5/21/11
 Date

 Signed on behalf of

This pilot program is being funded by the City of Milwaukie and Metro.

AFTER RECORDING RETURN TO:

Judy Placencia
32620 SW Lake Point Ct.
Wilsonville, OR 97070

TRUST DEED

THIS TRUST DEED is made as of March 1, 2008, by KANA, LLC, an Oregon limited liability company, whose address is 11074 SE 21st Street, Milwaukie, OR 97222 ("Grantor"), to LANDAMERICA COMMERCIAL SERVICES, whose address is 1120 NW Couch Street, Suite 500, Portland, OR 97209 ("Trustee"), for the benefit of JUDY A. PLACENCIA, whose address is 32620 SW Lake Point Ct., Wilsonville, OR 97070 ("Beneficiary").

Beneficiary is making a loan to Grantor in the sum of FIVE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$535,000), which indebtedness is evidenced by a Promissory Note of even date herewith (as modified, supplemented, extended, renewed, or replaced from time to time, the "Note"). As a condition to making the loan evidenced by the Note, Beneficiary has required, and Grantor has agreed to execute and deliver, this Trust Deed.

NOW, THEREFORE, for the purpose of securing the Obligations described in Section 1.1 below, Grantor irrevocably grants, bargains, sells, conveys, assigns, and transfers to Trustee in trust for the benefit and security of the Beneficiary, with power of sale and right of entry and possession, all of Grantor's right, title, and interest in and to the real property located in Clackamas County, State of Oregon, and more particularly described as follows (the "Property"):

The West one-half of Lots 7 and 8, Block 3, MILWAUKIE, in the City of Milwaukie, Clackamas County, Oregon; TOGETHER WITH that portion of vacated Washington Street which inured thereto by reason of an unrecorded vacation

TOGETHER WITH all interests, estates, and rights that Grantor now has or may acquire in the Property, all tenements, hereditaments, and appurtenances in any manner belonging, relating, or appertaining to the Property; and all rights, titles, and interests of Grantor, now owned or hereafter acquired, in and to any and all buildings and other improvements of every nature now or hereafter located on the Property and all fixtures, machinery, equipment, and other personal property located on the Property or attached to, contained in, or used in any such buildings and other improvements, and all appurtenances and additions to and substitutions and replacements of the Property (all of the foregoing being collectively referred to below as the "Improvements"). All of the above is sometimes referred to below as the "Trust Property."

TO HAVE AND TO HOLD the Trust Property to Trustee and its successors and assigns for the benefit of Beneficiary and its successors and assigns, forever.

PROVIDED ALWAYS, that if all the Obligations (as defined in Section 1.1 below) shall be paid, performed, and satisfied in full, then the lien and estate granted by this Trust Deed shall be reconveyed.

TO PROTECT THE SECURITY OF THIS TRUST DEED, GRANTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE 1

Particular Covenants and Warranties of Grantor

1.1 **Obligations Secured.** This Trust Deed secures the payment of all principal and interest on the Note and the performance of all covenants and obligations of Grantor under this Trust Deed.

1.2 **Insurance.** Grantor shall obtain and maintain property and liability insurance on the Trust Property in full force and effect during the term of this Trust Deed.

ARTICLE 2

Events of Default; Remedies

Any failure to pay or perform, as required (after the expiration of any grace period) under the Note, or any obligation under the Note or this Trust Deed shall constitute an "Event of Default" hereunder. If an Event of Default shall occur, Beneficiary or Trustee may exercise any one or more of the rights and remedies available by law, in equity, or otherwise. Beneficiary may direct Trustee, and Trustee shall be empowered, to foreclose the Property by advertisement and sale under applicable law. Beneficiary may judicially foreclose this Trust Deed and obtain a judgment foreclosing Grantor's interest in all or any part of the Property. All remedies under this Trust Deed are cumulative and not exclusive. Any election to pursue one remedy shall not preclude the exercise of any other remedy. An election by Beneficiary to cure any breach of Grantor hereunder shall not constitute a waiver of the default or of any of the remedies provided in this Trust Deed.

ARTICLE 3

General Provisions

3.1 **Time is of the Essence.** Time is of the essence with respect to all covenants and obligations of Grantor under this Trust Deed.

3.2 **Reconveyance by Trustee.** At any time upon the request of Beneficiary, payment of Trustee's fees, if any, and presentation of this Trust Deed, without affecting the liability of any persons for the payment of the Obligations, Trustee may reconvey, without warranty, all or any part of the Trust Property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any facts shall be conclusive proof of the truthfulness thereof.

3.3 **Notice.** Except as otherwise provided in this Trust Deed, all notices pertaining to this Trust Deed shall be in writing and may be delivered by hand, or mailed by first class, registered, or certified mail, return-receipt requested, postage prepaid, and addressed to the appropriate party at its address set forth at the outset of this Trust Deed. Any party may change its address for such notices from time to time by notice to the other parties. Notices given by mail in accordance with this paragraph shall be deemed to have been given three days after the date of mailing; notices given by hand shall be deemed to have been given when actually received.

3.4 **Substitute Trustee.** In the event of dissolution or resignation of Trustee, Beneficiary may substitute a trustee to execute the trust hereby created, and the new trustee shall succeed to all the powers and duties of the prior trustee.

3.5 **Trust Deed Binding on Successors and Assigns.** This Trust Deed shall be binding upon and inure to the benefit of the successors and assigns of Grantor, Trustee, and Beneficiary.

3.6 **Expenses and Attorney Fees.** A party shall be entitled to recover its reasonable costs and attorneys' fees incurred in any legal action related to this Trust Deed in which it is the prevailing party.

3.7 **Applicable Law.** This Trust Deed and the validity, interpretation, performance, and enforcement of this Trust Deed shall be governed by the laws of the State of Oregon.

3.8 **Severability.** If any provision of this Trust Deed shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Trust Deed, and such other provisions shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Trust Deed.

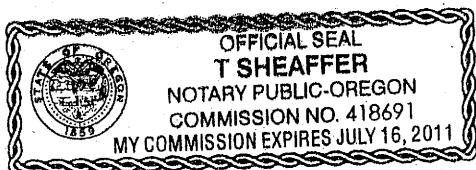
GRANTOR:

KANA, LLC, an Oregon limited liability company

By: Troy Reichlein
 Name: Troy Reichlein
 Title: member

STATE OF Oregon)
 County of Multnomah) ss.

This instrument was acknowledged before me this 4 day of March, 2008, by Troy Reichlein, as member of KANA, LLC, an Oregon limited liability company, on behalf of the limited liability company.



T Sheaffer
 Notary Public for Oregon
 My commission expires: 7-16-11

Troy Reichlein
 11074 SE 21st Avenue
 503-653-9592

Work desired under Façade Improvement Program:

Exterior sign lighting on Duffy's signage:

| | Estimated Cost | Document Set No. |
|--|-------------------|---------------------|
| - Install conduit by electrician: \$250 | \$ 250 | A |
| - Cost/installation of 2 outdoor light fixtures: \$250 | \$ 250 | A |
| - Install automatic light sensor by electrician: \$200 | \$ 200 | A |
| - Permit Fee (estimated) | \$ 120 | A |
| - Type 1 Plan Review (not necessary) | \$ - | A |

Install 3rd hand railing on stairs at Duffys:

| | | |
|---------------------------------------|-----------------|---|
| - Fabrication and installation: \$400 | \$ 400 | B |
| | <u>\$ 1,220</u> | |

A

Troy Reichlein
11074 SE 21st Avenue
503-653-9592

Exterior sign lighting on Duffy's signage:

The exterior signage exists on the southwest corner of the building and while it has a neon trim around it, at night you cannot actually read the signage. It needs to be illuminated by a secondary source.

A basic flood light fixture with two bulbs would be installed on each sign illuminating it at night. The light fixtures would be tied into existing conduit on the outside of the building, although additional conduit itself would need to be ran. The fixtures would be on an automatic timer.

As with other lighting, having properly light signage provides an image of a cleaner, better maintained area that presents a more welcoming presence to the public.

Permit Fee: \$120 Estimated

Type 1 Review Fee: Not applicable as far as I can tell.



Troy Reichlein
11074 SE 21st Avenue
503-653-9592

B

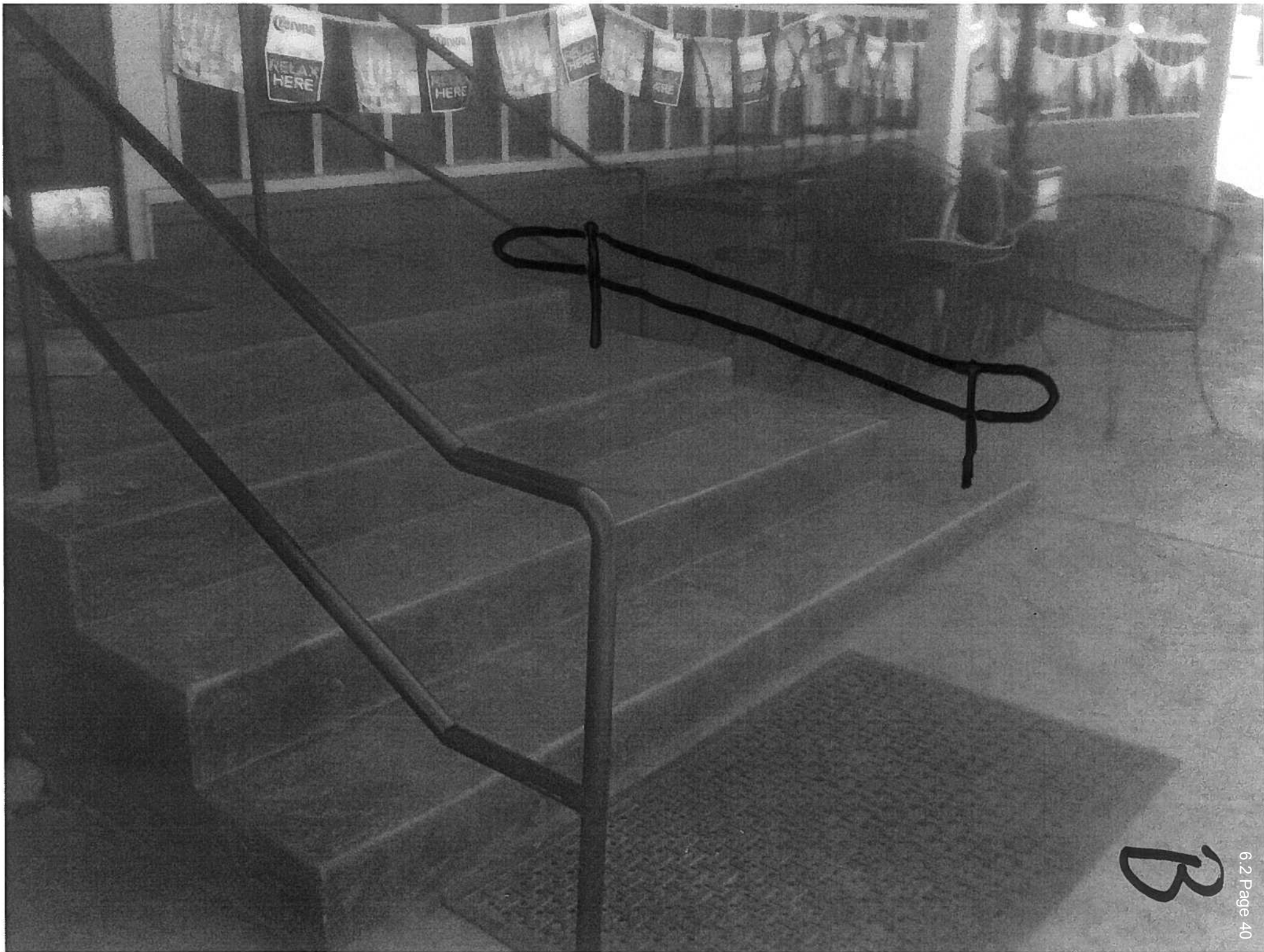
Install 3rd hand railing on stairs at Duffy's:

The exterior stairs of the building and the existing railings meet code, however, a third railing is really necessary to provide a more finished appearance of the stairs, as well as provide increased safety to the public.

As with other aspects of a building and frontage, the more complete and finished a given area is, the more vibrant and attractive it is. It let's people know that the business is open and available for patronage, and that the business takes pride in its appearance.

Permit Fee: \$120 Estimated

Type 1 Review Fee: Not applicable as far as I can tell.



B

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MILWAUKIE
Dogwood City of the West

**DOWNTOWN FAÇADE IMPROVEMENT PROGRAM APPLICATION
STAFF RECOMMENDATION**

Date: June 22, 2011

Applicant: Milwaukie Masonic Lodge

Owner(s): Milwaukie Lodge #109 AM & AM

Address: 10636 SE Main St

Grant Request: \$10,000

Funding Recommendation: \$10,000

APPLICATION SUMMARY

A. Background

The site is located in the Downtown Storefront Zone DS, and is used for Lodge and public events. The Masonic Lodge is listed on the City's Historic Resources Inventory as a significant resource.

B. Proposal

The applicant proposes to paint the exterior of the building in the current colors.

C. Narrative provided by applicant

The building was constructed in the 1930s and is a well-known landmark of downtown Milwaukie, with many unique architectural features. New paint will enable the applicant to represent Milwaukie in the elegant manner in which the building is intended.

D. Eligibility as determined by staff

The proposal meets the grant program eligibility requirements and downtown design standards. Staff believes that the Masonic Lodge is an important visual landmark at the north end of downtown. Maintaining and painting the exterior of the building will have both an immediate and long-term impact on the character of downtown.

E. Amount requested

The applicant has requested a matching grant of \$10,000. Staff recommends funding the full amount.

F. Additional information

The downtown design guidelines contain useful information and tips for making downtown buildings more attractive and pedestrian friendly. Pedestrian friendly buildings have transparent windows, providing "eyes on the street" that enhance pedestrian safety. They may also have canopies or awnings to protect pedestrians from the elements, attractive

window displays to attract the eye, or sidewalk decor such as planters to add depth to the front facade. Small, inexpensive changes can make a big impact.

G. Next steps

Façade work would be preparation and painting of the building's exterior. The work falls under MMC 19.310.6.B.1 as exterior maintenance and repair. Per MMC 19.907.5.A, the work is exempt from Type I Design Review if it does not require a building permit and if the current paint scheme remains the same.

The Masonic Lodge building is a Significant Historic Resource. If the owner keeps the existing paint scheme and colors, the activity is exempt from review. A Type I Historic Resource Review would be required if the owner decides to change the paint scheme and colors to match the building's appearance in the past. A change to the paint scheme and colors that has not been used in the past would be subject to Type III and approval by the DLC and Planning Commission.



Downtown Façade Improvement Program Application Form

An informational meeting with City staff is required prior to submission of this form.


| | |
|--|---|
| Applicant: | Milwaukie Masonic Lodge |
| <i>(If applicant is not the building owner, attach either a lease specifying tenant's right to make improvements or letter from owner authorizing improvements.)</i> | |
| Building location (address): | 10636 SE Main St. |
| <i>(See http://www.ci.milwaukie.or.us/gis/planning-maps)</i> | |
| Property Owner (corp/legal name): | Milwaukie Lodge #109 AM & AM |
| <i>(Attach copy of deed of trust or document establishing ownership.)</i> | |
| Name listed on applicant's business registration: | Milwaukie Lodge #109 AM & AF |
| Applicant's Mailing Address: | 4185 Imperial Dr West Linn, OR 97068 |
| Contact name: | Eric Huth |
| Phone: | 503-358-2430 |
| Email: | eric @erichuth.com |
| Describe proposed work: | Paint buildings exterior with same color scheme |
| <i>(Attach photo of existing building. Attach color/material samples and a sketch, if applicable.)</i> | |
| How does the project contribute to an attractive and vibrant downtown environment? | Our building was constructed in the 1930's and is a well known landmark of downtown Milwaukie with many unique architectural features. New paint will enable us to represent Milwaukie in the elegant manner in which the building is intended. |
| <i>(Please refer, where applicable, to Downtown Design Guidelines.)</i> | |
| Total Project Cost Estimate and Grant Amount Requested | \$20,186 total project cost/ \$10,000 grant requested |
| <i>(Maximum grant is \$10,000 and no more than 50% of total cost. Attach a detailed budget or formal estimate for any project element exceeding \$1,000.)</i> | |

I, the undersigned, hereinafter "Applicant," submit this application for reimbursement of up to \$ 10,000 for façade improvement work described above under the City of Milwaukie's Downtown Façade Improvement Program.

I certify that the information provided above is accurate to the best of my knowledge. I understand that all costs for which I seek reimbursement must be documented. Under no circumstances will the reimbursement amount exceed \$10,000 or 50% of total applicant incurred costs directly related to the project.

I understand that any work must be carried out under all applicable local, state, and federal laws. I have reviewed the "Program Guidelines" and hereby acknowledge that no reimbursement shall be made for work that is not eligible under the guidelines or that was completed in a manner that does not comply with the guidelines. I agree to repay the City if any amounts reimbursed to me are found to have been reimbursed in error.

I hereby release the City of Milwaukie ("City") and Metro from any liability and relinquish any claim against the City and Metro for additional compensation related to the façade improvements described above. Further, I agree to indemnify Metro and the City, and their respective officers, agents and employees, and hold the City and Metro harmless in relation to any claims related to work performed by me or on my behalf by any contractor or sub-contractors in relation to the façade improvements described above.



 Signed

5/30/11

 Date

Eric Huth, Chairman, BMB

 Printed Name & Title

 Signed on behalf of

This pilot program is being funded by the City of Milwaukie and Metro.

RECEIVED

MAY 31 2011

CITY OF MILWAUKIE
 PLANNING DEPARTMENT





T11

Lawyers Title

Clackamas (OR)

OWNERSHIP INFORMATION

Owner : Milwaukie Lodge #109 Af & Am
 CoOwner :
 Site Address : 10636 SE Main St Milwaukie 97222
 Mail Address : 10636 SE Main St Milwaukie Or 97222
 Telephone : 503-387-3364

Parcel Number : 00026849
 Ref Parcel # : 11E36BB02400
 T: 01S R: 01E S: 36

SALES AND LOAN INFORMATION

Transferred :
 Document #: 272-275
 Sale Price :
 Deed Type :
 % Owned :

Loan Amount :
 Lender :
 Loan Type :
 Interest Rate :
 Vesting Type :

PROPERTY DESCRIPTION

Map Page Grid : 656 J2
 Census Tract : 208.00 Block: 1
 Neighborhood :
 Subdivision/Plat: Lewelling Park
 Improv Type : 602 Frat Organizations\community Clubs
 Class Code :
 Land Use : 201 Com,Commercial Land,Improved
 Legal : 183 LEWELLING PARK PT LTS 1&2 BLK 3

ASSESSMENT AND TAX INFORMATION

Mkt Land : \$103,306
 Mkt Structure : \$351,460
 Mkt Total : \$454,766
 %Improved : 77
 M50AssdTotal :
 Levy Code : 012002
 10-11 Taxes :
 Millage Rate : 18.9681

PROPERTY CHARACTERISTICS

| | | |
|--------------|---------------|-------------|
| Bedrooms | Bldg SqFt | Year Built |
| Bathrooms | 1stFlrSqFt | EffYearBlt |
| Family Room | 2ndFlrSqFt | LotAcres |
| Kitchen | AtticSqFt | LotSqFt |
| Dining Room | BsmtFinSqFt | Lot Dimen |
| Utility Room | BsmtUnFinSqFt | Curb/Gutter |
| Living Room | BsmtTotalSqFt | SIAccess |
| Other Rooms | TotalLvgSqFt | Paving Mat |
| Floor Cov | GarageSqFt | ElecService |
| Fireplace | GarageSp | Nuisance |
| Cooling | GarageType | Sewer |
| Heat Method | Patio SqFt | View Qlty |
| Heat Source | Patio | Foundation |
| WallMaterial | Deck SqFt | Roof Mat |
| Water Source | Deck | Roof Shape |
| Bldg Style | Stories | Const Type |

This title information has been furnished, without charge, in conformance with the guidelines approved by the State of Oregon Insurance Commissioner. The Insurance Division cautions intermediaries that this service is designed to benefit the ultimate insured. Indemnification to only benefiting intermediaries will not be permitted. Said services may be discontinued. No liability is assumed for any errors in this report. Information is deemed reliable but not guaranteed.



Clackamas County
Department of Assessment and Taxation
150 Beaver Creek Rd
Oregon City, Oregon 97045
503-655-8671

Property Account Summary

| | | | |
|---------------|----------|---------------|---------------------------------------|
| Parcel Number | 00026849 | Situs Address | 10636 SE MAIN ST, MILWAUKIE, OR 97222 |
|---------------|----------|---------------|---------------------------------------|

General Information

| | |
|----------------------|-------------------------------------|
| Alternate Property # | 11E36BB02400 |
| Property Description | 183 LEWELLING PARK PT LTS 1&2 BLK 3 |
| Property Category | Land &/or Buildings |
| Status | Active, Locally Assessed |
| Tax Code Area | 012-002 |
| Remarks | |

Tax Rate

| | |
|-----------------|------|
| Description | Rate |
| No Values Found | |

Property Characteristics

| | |
|-----------------------|-------------------------------|
| Neighborhood | 20010: Area 01 commercial |
| Land Class Category | 201: Commercial land improved |
| Change property ratio | 9XX |

Related Properties

| |
|-----------------|
| No Values Found |
|-----------------|

Parties

| Role | Percent | Name | Address |
|----------|---------|----------------------------|---|
| Taxpayer | 100 | MILWAUKIE LODGE #109 AF&AM | 10636 SE MAIN ST, MILWAUKIE, OR 97222 USA |
| Owner | 100 | MILWAUKIE LODGE #109 AF&AM | 10636 SE MAIN ST, MILWAUKIE, OR 97222 USA |

Property Values

| Description | 2010 | 2009 | 2008 | 2007 | 2006 |
|------------------------|---------|---------|---------|---------|---------|
| AVR Total | 384,897 | 373,686 | 362,802 | 352,235 | 341,976 |
| Exempt | 384,897 | 373,686 | 362,802 | 352,235 | 341,976 |
| TVR Total | 0 | 0 | 0 | 0 | 0 |
| Real Mkt Land | 103,306 | 129,507 | 143,731 | 139,779 | 104,055 |
| Real Mkt Bldg | 351,460 | 440,870 | 490,200 | 474,780 | 428,540 |
| Real Mkt Total | 454,766 | 570,377 | 633,931 | 614,019 | 532,595 |
| M5 Mkt Land | 103,306 | 129,507 | 143,731 | 139,779 | 104,055 |
| M5 SAV | 0 | 0 | 0 | 0 | 0 |
| M5 Mkt Bldg | 351,460 | 440,870 | 490,200 | 474,780 | 428,540 |
| SAVL (MAV Use Portion) | | | | | |
| MAV (Market Portion) | 384,897 | 373,686 | 362,802 | 352,235 | 341,976 |
| Mkt Exception | 0 | 0 | 0 | 0 | 0 |
| AV Exception | 0 | 0 | 0 | 0 | 0 |

Active Exemptions

| |
|-------------------------|
| Fraternal Organizations |
|-------------------------|

Events

| Effective Date | Entry Date-Time | Type | Remarks |
|----------------|----------------------------|-----------------------------------|---|
| 06/29/2005 | 2005-06-29 15:37:00.000 | Annexation Completed For Property | Annex to FD 1 Clack Co, Ord 05-01, pt 1 for 2005-Revise TCA Membership by JENMAYO |
| 07/01/1999 | 1999-07-01 12:00:00.000 | Ownership at Conversion | Conversion deed: 272-275...s 0 |



EDI Finishes Inc
CCB# 189452
9301 SE 55th Ave
Milwaukie, Or 97222
503.505.8484

Estimate

Number **E234**

Date **5/19/2011**

BILL TO

Eric Huth
Masonic Lodge
SE Main St
Milwaukie, Or

SHIP TO

Gabe Stewart
EDI Finishes Inc
6065 West A St
West Linn, Or , 97068

| Description | Amount |
|---|-----------------------|
| WINDOWS A. LOOSE PAINT REMOVAL- Scrape sand and clean window sash, sills and casings. | \$2,420.00 |
| WINDOWS B. SEALANT REMOVAL AND REPLACEMENT - Remove failing sealant and unpaintable silicone and replacing with VLM sealant(untextured sonolastic) | \$1,452.00 |
| WINDOWS C. PRIMING- Prime all sashes, sills and casings with Permanizer Primer(recommended for wood restoration when the integrity of the wood has been compromised by water damage) | \$1,544.00 |
| WINDOWS D. FILLING- Filling cracked and damaged wood with bondo and flex-all polymer filler.(Allows for a restored look. Simply painting over scraped and sanded wood will reflect light poorly due to low unfilled spots I.E. typical low end repaint look.) | \$1,539.00 |
| WINDOWS E. SANDING FILLED AREAS- Sanding smooth all filled areas of sash, and sills.(did not include filling and sanding casings because of contour. It would be more affordable to replace casings than restore due to curvature and ornate nature) | \$1,650.00 |
| WINDOWS F. PRIMING- Priming all window sashes, sills and casings with oil based primer tinted to match color of topcoat. | \$1,448.00 |
| WINDOWS G. PAINTING- Painting all window sashes, sills and casings with 2 coats of exterior paint(Miller Knil or equivalent. Color and finish of choice) | \$3,050.00 |
| WINDOWS H. GLAZING- Removing failing glazing. Clean soiled areas to be re-glazed before priming with oil based primer, and applying glazing. (This is to be performed at time and materials for \$40 per hour, not to exceed \$2200) | \$2,200.00 |

Not to be part
of work



EDI Finishes Inc
CCB# 189452
9301 SE 55th Ave
Milwaukie, Or 97222
503.505.8484

Estimate

Number **E234**

Date **5/19/2011**

BILL TO

Eric Huth
Masonic Lodge
SE Main St
Milwaukie, Or

SHIP TO

Gabe Stewart
EDI Finishes Inc
6065 West A St
West Linn, Or , 97068

| Description | Amount |
|--|------------|
| Pressure washing-If washing the building without repainting in mind, there is a chance that paint could be knocked off of the stucco, in which time and materials would apply @ \$40 per hr.(Washing includes scrubbing with medium strength bristle brushes) | \$700.00 |
| Repairing cracks in chimney with elastomeric filler | \$75.00 |
| | \$0.00 |
| Painting back doors(includes failed paint removal and restoration in same fashion as windows, caulking panels with VLM.) | \$425.00 |
| Painting awnings | \$300.00 |
| Removing failing paint on back staircase and priming/painting with durable oil based tread finish. | \$350.00 |
| Painting body with elastomeric(same color as existing, 1 coat) | \$7,000.00 |
| Painting accent colors(balcony ceiling, accents near and above windows and bricks) | \$350.00 |
| Priming/Painting balcony doors(assuming that they are in good condition due to being protected from weather | \$275.00 |
| Painting light fixtures | \$45.00 |
| Painting compasses(no charge unless they need to be replaced. | \$0.00 |
| Unforeseen dryrot repair will be factored as time and materials @ \$40 per hour. | |



EDI Finishes Inc
CCB# 189452
9301 SE 55th Ave
Milwaukie, Or 97222
503.505.8484

Estimate

Number E234

Date 5/19/2011

BILL TO

Eric Huth
Masonic Lodge
SE Main St
Milwaukie, Or

SHIP TO

Gabe Stewart
EDI Finishes Inc
6065 West A St
West Linn, Or , 97068

| Description | Amount |
|---|--------|
| <div> <div>AMOUNT PAID</div> <div>\$0.00</div> </div> <div> <div>AMOUNT DUE</div> <div>\$24,814.00</div> </div> <div> <div>DISCOUNT</div> <div>\$0.00</div> </div> <div> <div>SHPPING COST</div> <div>\$0.00</div> </div> <div> <div>SUB TOTAL</div> <div>\$24,814.00</div> </div> <div> <div>TOTAL</div> <div>\$24,814.00</div> </div> | |

\$20,186

\$20,186



Residential and Commercial Painting

May 20, 2011

VIA E-MAIL: raganney@comcast.net

Andy Andrews
Milwaukie Masonic Lodge
10636 SE Main St
Milwaukie, Oregon 97222

RE: Revised bid for painting exterior of Masonic Lodge

Dear Andy;

Posten Painting can paint the exterior of the Milwaukie Masonic Lodge for \$23,614.00 if we paint two coats of Sherwin Williams Superpaint on all of the siding.

The cost will be \$21,825.00 if we paint two coats of Sherwin Williams Duration on the south and west sides and one coat on the north and east sides.

The cost of painting the windows (which is included in the above prices) is \$9,200.00.

We can pressure wash the building for \$420.00. Pressure washing the building, prepping & painting the windows will be \$9,620.00.

The following will be done:

Pressure wash the building so the new paint has a clean surface to stick to.

Scrape off the loose paint and prime any bare wood. We will do this for the windows as well as the rest of the building. We will not do any sanding since the paint is old and undoubtedly contains lead.

Caulk all of the cracks around the windows as well as other cracks in the building. We will use a high quality caulk for this; we will use Sonolastic 150 caulk.

Remove the glazing that is in bad shape. We will not remove any glazing that is in good shape, but will remove the glazing that is loose or broken. Prime the bare wood where the

Interior • Exterior • Staining Licensed • Bonded • Insured
CCB# 162595

12706 SE 27th Avenue • Milwaukie, Oregon 97222-7837
Email: info@postenpainting.com • www.postenpainting.com
Office: (503) 654-7161 • Fax: (503) 653-6851

glazing is missing. After the primer is dry re-glaze any areas where we removed the old glazing or where there was no glazing in the first place. I want to use Sherwin Williams glazing compound or an equivalent glazing compound that is still of high quality.

After the glazing has set up we will paint the windows with Sherwin Williams Duration paint. This is high quality paint and will help protect the windows. Duration is self priming, so it will act as a primer over the glazing and wood of the windows. When we paint the windows we will get the paint a little onto the glass to fully seal the glazing and protect the windows. We will make sure the cut in lines around the window panes look really good.

As a note, Posten Painting will not do any stucco repairs.

Mask the windows and other things that shouldn't get painted.

Sand and prime the new downspouts and the unpainted gutter.

Spray either one or two coats of paint on the siding, back rolling one of the coats. We will not paint the flashing at the top of the walls.

Brush two coats of paint on the trim, which includes the windows, window frames and the accent pieces, such as the circles that are high on the building and the topmost stones in the brick arrangements. I want to use Duration paint for the windows and other trim since the windows are in such bad shape. Two coats of Duration will help protect the windows.

The metal awnings will be painted with two coats of paint suitable for metal in the trim color.

The soffet in front of the building (above the balcony) will be painted a creamy color.

Paint two coats of paint on the logo. The colors will match the existing colors.

In this bid I am assuming that the job is not a prevailing wage job. I am assuming that we will not do any stucco repairs, other than caulking cracks. When we walk on the roof tiles we will be very careful, but I can't guarantee that we won't break any tiles. If we break them we will let you know so you can have a professional roofer replace any damaged tiles, but we are not assuming liability for any broken tiles.

I estimate using 74 gallons of primer and paint if we use Superpaint for the siding and 66 gallons if we use Duration for the siding. This is a good estimate, but if more is needed we will purchase it and charge you for each additional gallon.

The job will take us about 2 ½ to 3 weeks to complete. The time it will take depends on how many painters I have working on the job, but I plan on having about 5 guys on the job and it will probably take about 2 ½ to 3 weeks to complete

Posten Painting will be paid a down payment of 25% of the overall cost of the job when the contract is signed, another 25% when 1/3 of the job is done, another 25% when the second 2/3 of the job is done and the final 25% upon completion of the job. We can re-work the payment schedule if you want, but I would like a down payment and some kind of progress payments.

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Office: (503) 654-7161 • Fax: (503) 653-6851

For your convenience Posten Painting now accepts major credit cards: VISA, MC and Discover.

Please check out our website at www.postenpainting.com to see examples of some of our work. There are pictures and also comments from some of our customers about our work. We are fully licensed, bonded and insured. All of our employees are legal and we do all of the work.

Thank you for giving us the opportunity to give you an estimate on your project. We pride ourselves in doing quality work and strive to ensure very happy customers. Please call me if you have any questions or if you want something changed on your estimate. We look forward to servicing you.

Sincerely,

Kevin L. Posten
Painting Contractor

Interior • Exterior • Staining Licensed • Bonded • Insured
CCB# 162595
12706 SE 27th Avenue • Milwaukie, Oregon 97222-7837
Email: info@postenpainting.com • www.postenpainting.com
Office: (503) 654-7161 • Fax: (503) 653-6851



Premier Custom Homes

CCB# 155585

18109 Waldow Road

Oregon City, OR 97045

ANDY STEVENS

503-309-9852

Estimate

| Date | Estimate # |
|-----------|------------|
| 5/18/2011 | 86 |

| Name / Address |
|--|
| Milwaukie Masonic Lodge 10636 SE Main Street Milwaukie, Oregon 97222 |

| Project |
|---------|
| |

| Description | Qty | Cost | Total |
|--|-----|--------------|-----------|
| Labor to clean exterior of building and all wood windows and doors Cleaning will consist of a water and cleaning solution mix. We will pre soak the area to be cleaned and apply the solution with a brush and scrub and rinse. | | 4,500.00 | 4,500.00 |
| Labor to prep the building to be painted. Prepping the building will consist of caulking, scraping, puttying, sanding were needed. Priming the wood windows before painting. | | 7,800.00 | 7,800.00 |
| Labor and Materials to paint the building including the windows and trim. This option is a two coat process. We paint one coat with Conflex XL Smooth and then the second coat with Conflex XL textured. The process above is only used on the stucco surface. We will paint all wood and trim with Sherwin-Williams Super paint | | 15,700.00 | 15,700.00 |
| Labor and Materials to paint the exterior of the building with one coat of Conflex XL Textured. This option is to apply one coat of Conflex XL textured to the build as needed. | | 10,500.00 | 10,500.00 |
| Allowance to glazed necessary windows. This price is just an allowance. I based this figure on re glazing 40 window pains. \$25.00 dollars per pain and add \$5.00 dollars to repair any broken pains. | | 1,000.00 | 1,000.00 |
| Labor to remove the existing chimney and haul away. | | 2,500.00 | 2,500.00 |
| Allowance to repair the stucco at chimney and other misc areas around the building. This is just an allowance for I can't give a firm price until the chimney is down and we can assess the patch. | | 4,500.00 | 4,500.00 |
| | | Total | |

Page 1

FAX: 503-655-7329 • 18109 S. WALDOW ROAD • OREGON CITY, OR 97045
WWW.PREMIERCUSTOMHOMES.BIZ • ANDY@PREMIERCUSTOMHOMES.BIZ • CCB# 155585



Premier Custom Homes

CCB# 155585
 18109 Waldow Road
 Oregon City, OR 97045

ANDY STEVENS
 503-309-9852

Estimate

| Date | Estimate # |
|-----------|------------|
| 5/18/2011 | 86 |

| |
|--|
| Name / Address |
| Milwaukie Masonic Lodge 10636 SE Main Street Milwaukie, Oregon 97222 |

| |
|----------------|
| Project |
| |

| Description | Qty | Cost | Total |
|---|-----|--------------|--------------------|
| This Allowance also includes repairing the sidewalk were chimney is at ground level. | | | |
| Allowance This allowance is for unforeseen issue that may come up. For example renting a man lift to be more efficient. extra materials needed. Ect. | | 1,500.00 | 1,500.00 |
| Labor to repair and paint 2 compass. | | 475.00 | 475.00 |
| | | Total | \$48,475.00 |

Page 2

FAX: 503-655-7329 • 18109 S. WALDOW ROAD • OREGON CITY, OR 97045
 WWW.PREMIERCUSTOMHOMES.BIZ • ANDY@PREMIERCUSTOMHOMES.BIZ • CCB# 155585



MILWAUKIE

Dogwood City of the West

DOWNTOWN FAÇADE IMPROVEMENT PROGRAM APPLICATION STAFF RECOMMENDATION

Date: June 22, 2011

Applicant: Doug Naef

Owner(s): Same

Address: 2045 SE Washington St

Grant Request: \$2,000

Funding Recommendation: \$2,000

APPLICATION SUMMARY

A. Background

The site is located in the Downtown Storefront Zone DS. The building consists of 2 sections: the western portion of the building is a 1.5-story wood-frame structure built ca. 1945. The eastern section of the building is a 1-story brick structure added ca. 1957. The brick section of the building is currently vacant, but Full Moon Creations Coffee House will be opening in the space in the near future.

B. Proposal

The applicant proposes the following:

- Continue the awning from the western portion of the building around the front of the brick building to the east
- Replace the window in the brick building with a vinyl-clad window of similar design
- Replace the vinyl siding on the second level of the building to the west with Hardi-Plank.

Staff has the following comments on the proposal:

- Hardi-Plank is a prohibited material in the downtown zones. The applicant has revised the submitted estimate to include the installation of cedar siding.
- The proposed awning may extend into the right of way. Planning staff has allowed awnings and other appendages to a building to extend into the right of way as allowed by Chapter 32 of the Oregon Structural Specialty Code.

C. Narrative provided by applicant

The project will improve the looks and vibrancy of the downtown area by improving the "look" and help "tie in" the existing facade to a completely different facade. Correcting the inconsistency will improve the visual effect of the building and make it much more appealing and attractive to both foot and car traffic. This in turn will help out the business occupying the building.

D. Eligibility as determined by staff

The proposal meets the grant program eligibility requirements and downtown design standards. Staff believes that the addition of human-scale awnings and a new window will enhance the pedestrian experience.

E. Amount requested

The applicant has requested a matching grant of \$2,000. Staff recommends funding the full amount.

F. Additional information

The downtown design guidelines contain useful information and tips for making downtown buildings more attractive and pedestrian friendly. Pedestrian friendly buildings have transparent windows, providing "eyes on the street" that enhance pedestrian safety. They may also have canopies or awnings to protect pedestrians from the elements, attractive window displays to attract the eye, or sidewalk decor such as planters to add depth to the front facade. Small, inexpensive changes can make a big impact.

Staff suggests the applicant consider the following:

- Increasing the depth of the new section of awning to provide additional shelter for pedestrians and outdoor tables.
- Installing a functional replacement window that can be opened and closed.
- Working with the new tenant to encourage the installation of a blade or hanging sign.

G. Next steps

A Type I Design Review will be required for the new siding and extension of the awning. The installation of a replacement window is allowed as exterior maintenance and repair and is exempt from Type I Design Review if it does not require a building permit. If the replacement of the window would require a building permit, the review could be grouped together with the other Type I review.

If Type I review is required for the window replacement, the window could not be reflective, tinted or opaque; have simulated divisions; or have exposed, unpainted metal frames. The guidelines also recommend against clear anodized aluminum windows.



Downtown Façade Improvement Program Application Form

An informational meeting with City staff is required prior to submission of this form.

| | |
|---|---|
| Applicant: | DOUG NAEF |
| (If applicant is not the building owner, attach either a lease specifying tenant's right to make improvements or letter from owner authorizing improvements.) | |
| Building location (address): | 2045 SE WASHINGTON ST. |
| (See http://www.ci.milwaukie.or.us/gis/planning-maps) | |
| Property Owner (corp/legal name): | DOUG NAEF |
| (Attach copy of deed of trust or document establishing ownership.) | |
| Name listed on applicant's business registration: | N/A |
| Applicant's Mailing Address: | 11085 SE 21 ST AVE MILWAUKIE, OR 97222 |
| Contact name: | DOUG NAEF |
| Phone: | 503 653 6242 |
| Email: | DOUGNAEF@AOL.COM |
| Describe proposed work: | <ol style="list-style-type: none"> ① CONTINUE AWNING AROUND TO BRICK AREA ② REPLACE WINDOW IN BRICK PORTION WITH A BETTER LOOKING VINYL CLAD WINDOW & REMOVE ALUMINUM ONE. ③ REPLACE UGLY HORIZONTAL VINYL SIDING WITH HARDY PLANK |
| (Attach photo of existing building. Attach color/material samples and a sketch, if applicable.) | |
| How does the project contribute to an attractive and vibrant downtown environment? | ATTACHED |
| (Please refer, where applicable, to Downtown Design Guidelines.) | |
| Total Project Cost Estimate and Grant Amount Requested | Estimate - 4000 - Proposal Attached \$2000. requested |
| (Maximum grant is \$10,000 and no more than 50% of total cost. Attach a detailed budget or formal estimate for any project element exceeding \$1,000.) | |

07/01/2009 to 06/30/2010 REAL PROPERTY TAX STATEMENT
 CLACKAMAS COUNTY, OREGON * 150 BEAVERCREEK RD. * OREGON CITY, OREGON 97045

6.2 Page 60

PROPERTY DESCRIPTION

2025 SE WASHINGTON ST
 MILWAUKIE OR 97222

MAP: 11E36BC00400

Code Area: 012-002

ACCOUNT NO: 00027170

NAEF DOUGLAS E
 11085 SE 21ST AVE
 MILWAUKIE OR 97222

| VALUES: | LAST YEAR | THIS YEAR |
|---------|-----------|-----------|
|---------|-----------|-----------|

REAL MARKET VALUES (RMV):

| | | |
|-----------|---------|---------|
| RMV LAND | 104,371 | 94,042 |
| RMV BLDG | 71,360 | 64,180 |
| RMV TOTAL | 175,731 | 158,222 |

| | | |
|----------------------|--------|--------|
| ASSESSED VALUE (AV): | 93,513 | 96,318 |
|----------------------|--------|--------|

| | | |
|-----------------|----------|----------|
| PROPERTY TAXES: | 1,763.18 | 1,862.90 |
|-----------------|----------|----------|

2009 - 2010 CURRENT TAX BY DISTRICT:

| | |
|--------------------------------------|-----------------|
| COM COLL CLACK | 52.49 |
| ESD CLACKAMAS | 34.87 |
| SCH NORTH CLACK | 439.98 |
| EDUCATION TOTAL: | 527.34 |
| CITY MILWAUKIE | 391.58 |
| COUNTY EXTENSION & 4-H | 4.75 |
| COUNTY LIBRARY | 37.58 |
| COUNTY CLACKAMAS | 231.57 |
| COUNTY PUBLIC SFTY LOC OPT | 23.89 |
| COUNTY SOIL CONS | 4.75 |
| FD 1 CLACK CO | 221.30 |
| PARK N CLACKAMAS | 48.63 |
| PORT OF PTLD | 6.64 |
| SRV 2 METRO - OREGON ZOO | 9.09 |
| URBAN RENEWAL COUNTY | 64.05 |
| VECTOR CONTROL | 0.62 |
| VECTOR CONTROL LOC OPT | 2.41 |
| GENERAL GOVERNMENT TOTAL: | 1,046.86 |
| CITY MILWAUKIE BOND | 37.37 |
| COM COLL CLACK BOND | 16.66 |
| FD 1 CLACK CO BOND | 7.05 |
| SCH NORTH CLACK BOND | 187.09 |
| SRV 2 METRO BOND | 32.42 |
| TRANS TRIMET BOND | 8.11 |
| EXCLUDED FROM LIMIT TOTAL: | 288.70 |
| 2008-2009 TAX BEFORE DISCOUNT | 1,862.90 |

Please Make Payment To: CLACKAMAS COUNTY TAX COLLECTOR
 (Refer to back of statement and insert enclosed for more information)

Questions about your property value or taxes?
 Please call 503-655-8671

DELINQUENT TAXES:

0.00

TOTAL (after discount):

1,807.01

Delinquent tax amount is included in payment options listed below.

(See back of statement for instructions)

TAX PAYMENT OPTIONS

| <u>Payment Options</u> | <u>Date Due</u> | <u>Discount Allowed</u> | | <u>Net Amount Due</u> |
|------------------------|-----------------|-------------------------|------------------|-----------------------|
| FULL PAYMENT | Nov 16, 2009 | 55.89 | 3% Discount..... | 1,807.01 |
| 2/3 PAYMENT | Nov 16, 2009 | 24.84 | 2% Discount..... | 1,217.09 |
| 1/3 PAYMENT | Nov 16, 2009 | | No Discount..... | 620.96 |

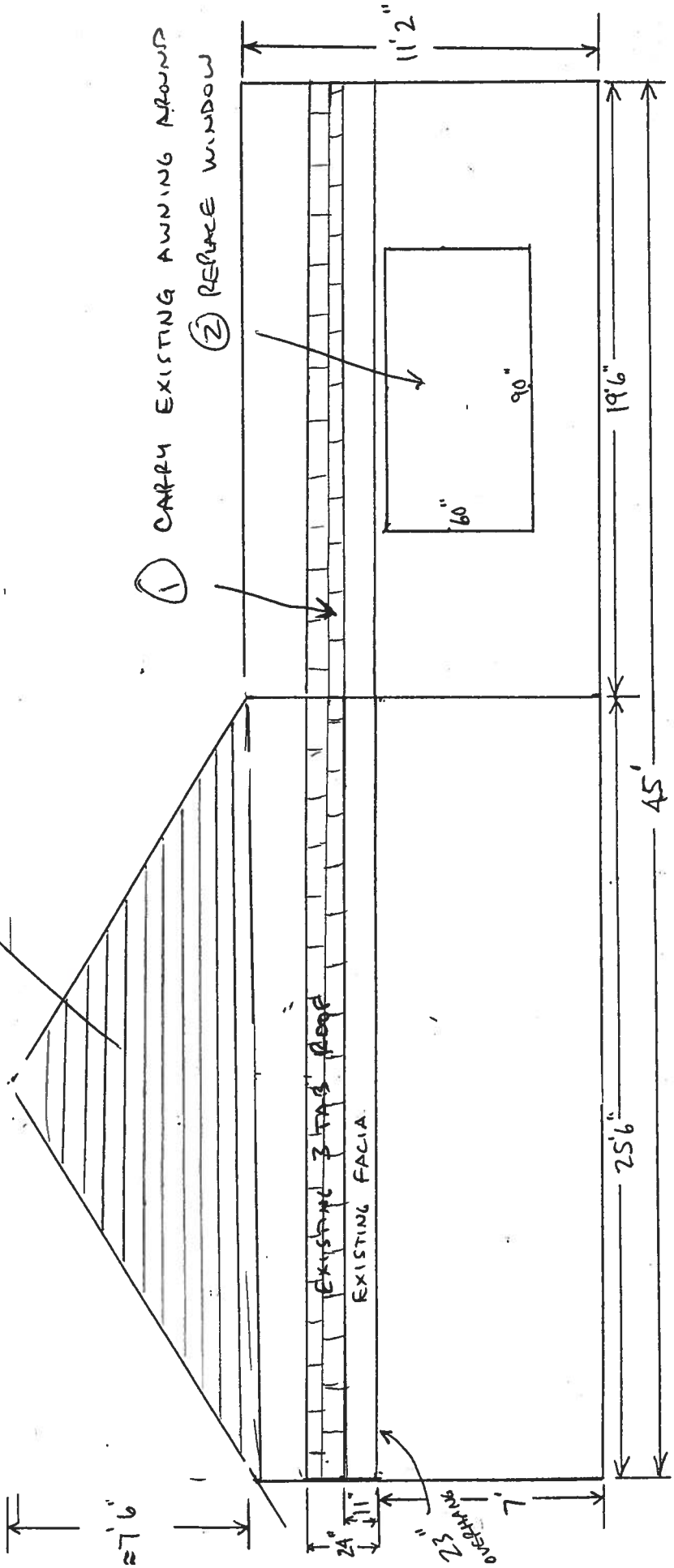




2045 SE WASHINGTON

③ REPLACE FADED, WARPED, POORLY FITTING VINYL WITH HARDY PLANK

① CARRY EXISTING AWNING AROUND
② REPLACE WINDOW



PROPOSAL

| |
|--------------|
| PROPOSAL NO. |
| SHEET NO. |
| DATE |

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

| | |
|--|---------------------------|
| NAME Doug NAEF | ADDRESS |
| ADDRESS 2045 SE Washington | CITY, STATE SAM |
| CITY, STATE MILWAUKIE, OR. 97222 | DATE OF PLANS |
| PHONE NO. FAX 503-653-6816 | ARCHITECT |

We hereby propose to furnish the materials and perform the labor necessary for the completion of

This Proposal for STEAM FRONT REMODEL

- ① **CEILING Siding on Gable** **700** **MATERIAL**
400 **LABOR**
- ② **Window Replacement** **500** **MATERIAL**
250 **LABOR**
- ③ **AWNING EXTENSION** **300** **MATERIAL**
500 **LABOR**
- ④ **Roofing on Awning** **750** **\$**
- ⑤ **Painting for Gable + Awning** **750** **\$**
- ⑥ **OVERHEAD + PROFIT** **200** **\$**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Dollars (\$ **4,350**)

with payments to be as follows

Upon completion

Any alterations or deviation from above specifications involving extra costs will be submitted only upon written order, and will become an extra charge over and above the estimate. All homeowners consent upon signing, accidents, or delays beyond our control.

Respectfully submitted

Per

Note - This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE _____

DATE _____

SIGNATURE _____

Thermally improved aluminum picture window - Milgard Windows and Doors

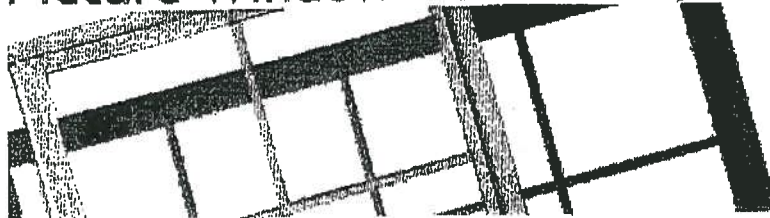


Clearly the best.™

Windows

Doors

Milgard Advantages

Picture Window - Thermally Improved Aluminum³

ALUMINUM
Thermally Improved Windows & Doors

Make the most of your home's views with the sleek, trim sight lines of a durable Milgard thermally improved aluminum picture window. Want ventilation? Combine with other windows, such as an aluminum awning window or an aluminum casement window, for lots of fresh air and a great view.

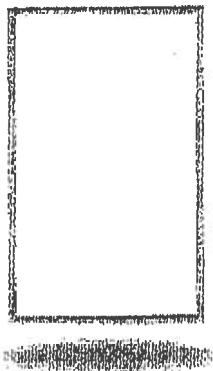
Benefits

Frame Color

Glass

More Options

Specs



Get real durability. Milgard's sealed, mechanically joined corners stay square and true over years of use.

Discover the beauty of the clean, narrow sight lines that only the strength and stability of aluminum can provide.

Keep your home comfortable in all weather. Milgard's high-performance thermal-break frame design delivers an improved thermal rating and higher energy efficiency.

Reduce energy consumption with our standard SunCoat® Low-E insulating glass or the SunCoatMAX® option, which provides additional protection against fabric fading.

A higher (HC45) structural rating makes these windows ideal for light commercial buildings (schools, restaurants and government), as well as homes.

Have custom made to your home's exact specifications at no extra charge or extended lead time.

Enjoy genuine peace of mind with Milgard's industry-leading Full Lifetime Warranty.

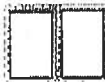
Thermally improved aluminum picture window - Milgard Windows and Doors

Possible Combinations

All Milgard windows and doors are built to your specifications. So while we're showing a few sample combinations, there are literally hundreds of products to combine and ways to combine them. A Milgard Certified Dealer can help you explore the possibilities.



Picture Window



Picture Window 2-Lites Vertical



Picture Window 3-Lites Vertical



Picture Window 2-Lites Horizontal



Picture Window 3-Lites Horizontal



Picture Window Gable 3-sided



Picture Window Gable (Doghouse)



Picture Window Hexagon



Picture Window Octagon

Get More Information

Locate A Dealer

Visit your nearest dealer to see all the advantages of Milgard windows and doors in person.

[Learn More >](#)

Help Me Budget

Budgeting your next project? We can help. Answer a few quick questions for a rough estimate.

[Learn More >](#)

Request A Brochure

Get inspired and learn more about how Milgard® windows and doors add design and function to any project.

[Learn More >](#)

Footnotes

- ¹ Min/Max is based on tested values, sizes may vary by location. Contact your local Milgard dealer for details.
- ² Information based on the standard configuration with SunCoat®, EdgeGard™ and air-filled glass. Different glazing, spacer and fill options will result in different u-factors. More details can be found on the [technical resources site for professionals](#).
- ³ Thermally Improved Aluminum Windows and Doors are not available in Arizona, California and Nevada. Contact your local Milgard Dealer for details.
- ⁴ Colors shown are approximate. Due to monitor differences, actual colors may vary slightly. Visit a dealer showroom to see actual color. Not all colors are available in all areas.



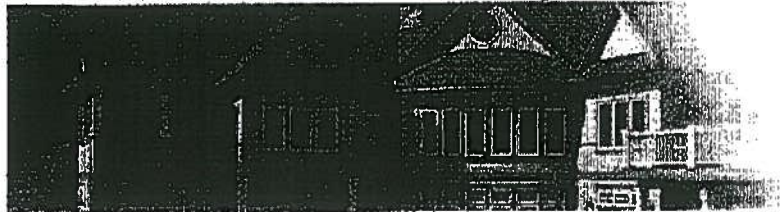
Cleanly the best.™

Windows

Doors

Milgard Advantages

Montecito™ Series Vinyl New Construction Windows



MONTECITO™
Vinyl New Construction Windows & Doors

Traditional. Victorian. Contemporary. Cape Cod. No matter what the style—or size—of your new home project, Montecito™ vinyl new construction windows are an excellent choice. Milgard gives you a broad range of operating styles and innovative features like our award-winning SmartTouch™ lock. Plus we custom make each window to your home's exact specifications at no extra charge or extended lead time. For your comfort, Montecito new construction windows may be built to meet or exceed ENERGY STAR® performance requirements in all zones. What's more, each comes with the peace of mind of our Full Lifetime Warranty.

Select a window below to get more info

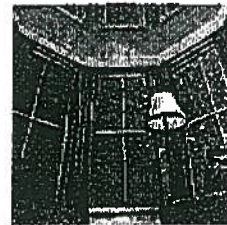
Related Product

Montecito™ Series
Vinyl New
Construction Patio
Doors

Specifically designed
for new
construction,
Montecito doors are
energy efficient,
easy to operate and
stylistically versatile.

[Learn More >](#)

Photo Gallery (5 images)





MILWAUKIE
Dogwood City of the West

**DOWNTOWN FAÇADE IMPROVEMENT PROGRAM APPLICATION
STAFF RECOMMENDATION**

Date: June 22, 2011

Applicant: Bernard's Garage, Inc.

Owner(s): MDDA LLC

Address: 2036 SE Washington St

Grant Request: \$3,950

Funding Recommendation: \$3,950

APPLICATION SUMMARY

A. Background

The site is located in the Downtown Office Zone DO. The building consists of 2 separate sections: the northern portion of the building is a 1-story gas station and repair shop facing Washington St; the southern section of the building is a 2-story brick structure facing 21st Ave.

B. Proposal

The applicant proposes the following:

- Replace trim around the small second story window on 21st Ave
- Patch and repair the concrete around the door and the corner and the wall on 21st Ave
- Paint the exterior of the building in the current colors, which have been in place since 1925

C. Narrative provided by applicant

Especially on 21st Ave, our repairs and paint will change our building from dilapidated to neat and professional.

D. Eligibility as determined by staff

The proposal meets the grant program eligibility requirements and downtown design standards.

E. Amount Requested

The applicant has requested a matching grant of \$3,950. Staff recommends funding the full amount.

F. Additional information

The downtown design guidelines contain useful information and tips for making downtown buildings more attractive and pedestrian friendly. Pedestrian friendly buildings have transparent windows, providing “eyes on the street” that enhance pedestrian safety. They may also have canopies or awnings to protect pedestrians from the elements, attractive window displays to attract the eye, or sidewalk decor such as planters to add depth to the front facade. Small, inexpensive changes can make a big impact.

Staff suggests the applicant consider the following:

- Replacing the ground floor window on the 21st Ave side with an untinted window to increase transparency.

G. Next steps

The proposed work is exempt from Type I Design Review if it does not require a building permit.



Downtown Façade Improvement Program Application Form

An informational meeting with City staff is required prior to submission of this form.

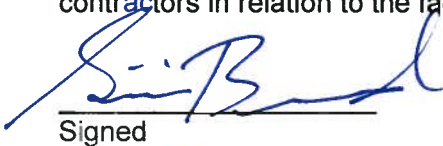
| | |
|--|--|
| Applicant: | Bernard's Garage, Inc. |
| <i>(If applicant is not the building owner, attach either a lease specifying tenant's right to make improvements or letter from owner authorizing improvements.)</i> | |
| Building location (address): | 2036 SE Washington St. |
| <i>(See http://www.ci.milwaukie.or.us/gis/planning-maps)</i> | |
| Property Owner (corp/legal name): | MDDA LLC |
| <i>(Attach copy of deed of trust or document establishing ownership.)</i> | |
| Name listed on applicant's business registration: | Bernard's Garage, Inc. |
| Applicant's Mailing Address: | 2036 SE Washington St., Milwaukie, OR 97222 |
| Contact name: | Siri Bernard |
| Phone: | 503-659-7722 or cell: 503-515-4322 |
| Email: | siribernard@comcast.net |
| Describe proposed work: | <p>Replace trim around small 2nd story window on 21st Ave. Patch and repair the concrete around the door and the corner and the wall on 21st Ave. Paint the <u>entire building</u> the same colors as we have it painted currently. No permits required.</p> <p><i>These colors have been the same since 1925.</i></p> |
| <i>(Attach photo of existing building. Attach color/material samples and a sketch, if applicable.)</i> | |
| How does the project contribute to an attractive and vibrant downtown environment? | Especially on 21st Ave, our repairs and paint will change our building from dilapidated to neat and professional. |
| <i>(Please refer, where applicable, to Downtown Design Guidelines.)</i> | |
| Total Project Cost Estimate and Grant Amount Requested | <p>Total Cost = \$7900.00</p> <p>Grant Requested = \$3950.00</p> |
| <i>(Maximum grant is \$10,000 and no more than 50% of total cost. Attach a detailed budget or formal estimate for any project element exceeding \$1,000.)</i> | |

I, the undersigned, hereinafter "Applicant," submit this application for reimbursement of up to \$ 3950.00 for façade improvement work described above under the City of Milwaukee's Downtown Façade Improvement Program.

I certify that the information provided above is accurate to the best of my knowledge. I understand that all costs for which I seek reimbursement must be documented. Under no circumstances will the reimbursement amount exceed \$10,000 or 50% of total applicant incurred costs directly related to the project.

I understand that any work must be carried out under all applicable local, state, and federal laws. I have reviewed the "Program Guidelines" and hereby acknowledge that no reimbursement shall be made for work that is not eligible under the guidelines or that was completed in a manner that does not comply with the guidelines. I agree to repay the City if any amounts reimbursed to me are found to have been reimbursed in error.

I hereby release the City of Milwaukee ("City") and Metro from any liability and relinquish any claim against the City and Metro for additional compensation related to the façade improvements described above. Further, I agree to indemnify Metro and the City, and their respective officers, agents and employees, and hold the City and Metro harmless in relation to any claims related to work performed by me or on my behalf by any contractor or subcontractors in relation to the façade improvements described above.


Signed

Siri Bernard
Printed Name & Title

6/2/11
Date

Bernard's Garage Inc
Signed on behalf of

This pilot program is being funded by the City of Milwaukee and Metro.

EO

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



THIS LEASE, entered into on February 1, 2011 between
Milwaukie Downtown Development Association, LLC (MDDA, LLC)
LANDLORD'S LEGAL TITLE
 and Bernard's Garage, Inc.
TENANT'S LEGAL TITLE
 hereinafter called lessor,
 hereinafter called lessee.

In consideration of the promises herein, lessor leases to lessee those certain premises, situated in the City of
Milwaukie, Clackamas County, State of Oregon, described as
 follows:

Real property located at 2036 SE Washington Street

The lease term begins at 12 o'clock A M. on February 1, 2011
 and ends at midnight on January 31, 2016.

1. Base Rent. 1.a. Lessee shall pay to lessor, at lessor's address as set forth herein, a base rent of \$ 91,200
 for ☒ the first year of the term ☐ each year of the term (indicate which), to be paid in the monthly amount of \$ 7,600
 on or before the 1st day of each month, commencing February 1, 2011.

1.b. JB (Each party initial if applicable.) The base rent shall be adjusted annually on the one year anniversary date of the commencement of this lease by the percentage increase, if any, in the Consumer Price Index for the last full month prior to the date on which rental adjustment is being computed, compared to the last full month prior to the same date during the previous year. The term "Consumer Price Index" shall, for the purposes of this lease, be the "Consumer Price Index for All Urban Consumers, Table 1" specified for "All Items" (U. S. City Average, 1982-84 = 100), and issued by the United States Department of Labor, Bureau of Labor Statistics.

1.c. JB (Each party initial if applicable.) If the base rent set forth in paragraph 1.a. is for the first year of the term, then with each succeeding year lessee shall pay to lessor base rents to be paid at the following times and in the following amounts:

The base rent shall increase by 3% annually on the anniversary date of this lease.

1.d. JB (Each party initial if 1.d. and 1.e. apply) As ☐ an additional rent ☐ its rent (indicate which), lessee shall each month pay to lessor _____ percent (____ %) of lessee's prior month's gross sales, as defined in paragraph 1.e. In no case shall lessee pay less than the base rent stated in paragraph 1.a. above.

1.e. Statement of Gross Sales. On or before the tenth (10th) day of each month, lessee shall deliver to lessor a complete and correct statement showing in reasonable detail all gross sales for the immediately preceding calendar month, which statement shall be signed by an officer or authorized agent of lessee certifying it to be true and accurate. The term "gross sales" shall include all money and things of value received by, or paid to, lessee or to others for lessee's use and benefit, and all credit extended by lessee in connection with the business conducted by it on the premises, and less the amount of any actual refunds or credits made by lessee on returnable merchandise. Lessor may accept the statement without admission as to its accuracy, and may, upon reasonable notice, inspect and audit all of lessee's books and records relating to gross sales. Lessor shall bear all inspection and audit expenses, but lessee shall reimburse lessor for all such reasonable costs incurred in the event such audit reveals an understatement of gross sales by more than ten percent (10%). Audits may be conducted by any professional or agent selected by lessor, but lessee may require

that individual to sign a reasonable confidentiality agreement. Within fifteen (15) days after lessee's income tax returns are filed, lessee shall furnish lessor with a signed statement certifying the amount of gross sales reported in lessee's income tax returns attributable to the premises. When lessee's certified statement of gross sales indicates that lessee has underreported its monthly statements of gross sales, lessee shall promptly pay to lessor the full amount of rent due to lessor pursuant to paragraph 1.d.

2. Lessee's Proportionate Share. Lessee's premises ☐ are ☐ are not (indicate which) part of a larger building or property ("the building"). At the commencement of this lease, lessee's premises consist of _____ percent (____ %) of the total area of the building, calculated by dividing lessee's premises by the total area of the building. All area measurements of lessee's premises and of the building are determined by lessor. Any reference to "lessee's proportionate share" in this lease refers to this proportion.

3. Taxes, Insurance, Maintenance and Utilities Expenses. At the beginning of each calendar year, lessor shall provide lessee with its calculation of lessee's monthly liability for lessee's real property taxes, insurance, maintenance and utilities expenses for the coming year.

3.a. Each month lessee shall pay, in addition to the base rent, one-twelfth (1/12) of its proportionate share of the annual real property taxes, including any applicable improvement district assessments, and lessor's insurance (as set forth in paragraph 9) for the premises, or for the building of which the premises are a part.

3.b. In addition, each month lessee shall pay one-twelfth (1/12) of its proportionate share of lessor's annual expense for cleaning and maintaining the premises or the building (including interior and exterior common areas and landscaping) of which the premises are a part. Lessor reserves the right to charge an administrative fee equal to ten percent (10%) of the total costs paid or incurred by lessor under this section.

3.c. Lessee shall pay for all utilities services to lessee's premises, including but not limited to heat, light, water, power, garbage and other services or utilities used in the premises during the term of this lease. In addition, each month lessee shall pay one-twelfth (1/12) of lessee's proportionate share of lessor's utilities costs for utilities services to common areas of the building, including but not limited to weekly or more frequent garbage service and services to parking or outdoor areas maintained by lessor for the benefit of lessee, other tenants of the building or visitors to the building.

4. Lessee's Acceptance of Lease. Lessee accepts this lease and agrees to pay to lessor the rental payments set forth herein for the full term of this lease, in advance, at the times and in the manner stated in this lease.

5. Late Charge. If lessee does not make any payment of rent or additional charges within five (5) days after its due date, lessee shall pay to lessor a late charge equal to ten percent (10%) of the total amount overdue. All unpaid rent or additional charges shall bear interest at the rate of eighteen percent (18%) per annum from the date such charges became due until paid.

6. Insufficient Funds. Lessor reserves the right to charge lessee a reasonable amount, but not less than its actual cost, if any payment by lessee is returned to lessor by lessee's bank because of insufficient funds. Lessor may from time to time establish a flat charge for insufficient funds. Lessor may further, if lessee attempts to pay with insufficient funds more than once during the term of this lease and any extensions thereof, require payment of all rents and charges in cash or in cash equivalents.

7. Security Deposit; Last Month's Rent. 7.a. Lessor acknowledges receipt from lessee of the first month's rent and of the additional amount of \$0.00 as a security deposit. Lessor may apply the security deposit to pay the costs of performing any obligation which lessee may fail to perform during the term of the lease, or to make any repairs, except for repairs due to ordinary wear and tear, that may be required after termination of this lease. If lessor is required to use any portion of this security deposit during the term of this lease, lessee shall on demand pay the sum necessary to replenish the deposit to its original amount; and if lessee fails to replenish the deposit, lessee shall be in default of this lease. The security deposit ☐ shall ☐ shall not (indicate which) be refundable. If refundable, lessor shall give written account to lessee within sixty (60) days after termination of this lease for all expenses paid from the security deposit, and lessor shall refund the balance of the deposit which has not been applied to lessee's performance under the lease at the time of the written account.

7.b. _____ (Each party initial if applicable) Lessor further acknowledges receipt of the additional amount of \$_____, as last month's rent; this payment shall be applied to the last month's rent for this lease term or for the last month of any additional term under paragraph 25, if applicable. However, lessee acknowledges that this amount is an estimate only, that lessee may be liable for further rent under the provisions of this lease, and that this last month's rent does not include any of the additional charges that may apply under the provisions of this lease.

8. Use of Premises. 8.a. Lessee shall use the premises during the term of this lease for the conduct of the following business:

Bernard's Garage, Inc.

_____, and for no other purpose without lessor's prior written consent. Lessee shall not sell or permit to be sold any product, substance or service upon or about the premises, excepting such as lessee may be licensed by law to sell and as may be expressly permitted herein. Lessee shall not make any unlawful, improper or offensive use of the premises, and shall not create or allow any objectionable noise, vibrations or odor to be emitted from the premises.

8.b. Lessee shall conduct its business at and occupy the premises regularly, and shall not abandon or vacate the premises for more than seven (7) days without lessor's prior written consent.

8.c. Lessee shall at all times and at its own expense comply with all applicable laws, ordinances, rules and regulations of any public authority. These include, without limitation, all laws, regulations and ordinances pertaining to air and water quality, hazardous materials as defined herein, waste disposal, air emissions and other environmental matters. The term "hazardous materials" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and waste listed in the U.S. Department of Transportation Hazardous Materials Table or by the U.S. Environmental Protection Agency as hazardous substances and amendments thereto, petroleum products, or such other substances, materials and waste that are or become regulated under applicable local, state or federal law.

8.d. If lessee's business requires the use of any hazardous materials upon the premises for any reason or by anyone, lessee shall obtain the prior written consent of lessor. Lessor agrees not to withhold consent so long as lessee demonstrates to lessor's reasonable satisfaction that such hazardous materials are necessary or useful to lessee's business and will be used, maintained and stored in a manner that complies at all times with all laws regulating any such hazardous materials to be brought upon, used or kept on or about the premises.

8.e. Lessee shall not conduct any activities, nor permit the premises to fall into a state of disrepair or disorder, that will increase hazards on the premises or cause an increase in lessor's insurance rates for any portion of the premises, or that prevent lessor from taking advantage of any rulings of any agency of the state in which the premises are situated, or which would allow lessor to obtain reduced premiums for long term fire insurance policies. Nor shall lessee conduct any activities that will in any manner degrade or damage the premises or their reputation. Lessee shall not store gasoline or other highly combustible materials on the premises at any time, except as may be permitted under paragraph 8.d.

8.f. Lessee shall not overload the floors of the premises in such a way as to cause any undue or serious stress or strain upon any part of the building in which the premises are located. Lessor shall have the right at any time to hire any competent engineer or architect whom lessor may choose to determine whether or not any of the floors of the premises are being overloaded; and the decision of such engineer or architect shall be final and binding upon lessee; and if the engineer or architect does determine that any overloading of any of the floors of the building is caused by lessee, then lessee, at its sole expense, shall immediately relieve the overloading, either by reinforcing the building or by removing the overload, in a manner satisfactory to lessor.

9. Lessor's Insurance. At all times during the term of this lease, lessor shall maintain in full force a policy or policies of fire insurance with standard extended coverage endorsements covering the premises or the building and other improvements (exclusive of lessee's fixtures, tenant improvements or other property of lessee). Lessor shall also maintain in full force a comprehensive liability insurance policy insuring lessor against liability for bodily injury and property damage occurring in, on or about the premises or the building. Lessor shall use its reasonable efforts to secure this policy or these policies at competitive rates.

10. Lessee's Insurance. At all times during the term of this lease, lessee shall, at lessee's sole expense, maintain in full force a liability insurance policy insuring lessee in the minimum amount of ~~\$ to be determined~~ per occurrence, and in the minimum amount of ~~\$ to be determined~~ in the aggregate, against any and all liability of lessee with respect to the premises and under this lease, or arising out of the maintenance, use or occupancy of the premises by lessee, for damage to persons or property in, upon or about the premises. Lessee shall, at its own expense, insure all of lessee's property upon the premises, of whatsoever nature, against loss of any sort; and lessee shall provide an insurance policy or policies to fully cover repair and replacement of broken windows in the premises. Lessee shall cause lessor to be named as an "additional insured" on any liability or property loss insurance policy purchased under this paragraph; each such policy shall provide that the policy may not be cancelled or modified without at least ten (10) days' prior written notice to lessor. Each such policy shall be primary and noncontributing with other insurance available to or provided by lessor. Lessee shall provide lessor with the declaration sheet or sheets for any insurance policy or policies at time of commencement of such policy or policies and upon renewal of such policy or policies with each term of insurance. If at any time lessor requests lessee to provide lessor with a copy of any insurance policy, lessee shall promptly provide that copy.

11. Indemnity; Waiver of Subrogation. 11.a. Lessee shall indemnify and hold lessor harmless from any and all liability, damage, expense, attorney fees, causes of action, suits, claims or judgments that arise out of or are in any way connected with lessee's use, occupancy, management or control of the premises, any failure by lessee to comply with the terms of this lease, and the acts or omissions of lessee, its agents, officers, directors, employees or invitees. Lessee shall, at its own expense, defend any and all such suits or claims which may be brought against lessor either alone or in conjunction with others upon any such cause of action or claim, including but not limited to the negotiation and settlement of such causes of action or claims before suit is filed, and shall satisfy, pay and discharge any and all judgments that may be obtained by any claimant against lessor in any such claim or action where lessor may be a defendant. However, lessee shall not be liable to the extent that any such claim, loss or liability is caused in whole or in part by lessor's negligence or failure to effect any repair or maintenance required by this lease.

11.b. Neither lessor, its agents, nor lessee shall be liable to each other or to each other's insurance companies for any loss or damage in relation to the premises, including interruption of business, that would ordinarily be covered by a standard insurance policy for fire and theft with extended coverage, or for losses under workers compensation laws or employer liability laws, even if such loss or damage occurs as a result of the negligence of one party; provided, however, that this waiver shall not apply if it prevents either party from obtaining or maintaining insurance coverage.

12. ADA Compliance. Each party acknowledges that the provisions of the Americans with Disabilities Act (hereinafter "ADA") permit the parties to this lease to allocate responsibility for compliance with the terms and conditions of the ADA. Lessee shall be required to comply with the applicable provisions of the ADA as to all improvements lessee makes to the premises. However, lessor represents that any improvements designed and installed by lessor or its contractors or employees will conform to the requirements of the ADA Compliance Guidelines in effect at the time of issuance of any building permit for such work. Lessor shall be responsible for compliance with the ADA with respect to the exterior of the premises and all common areas, including but not limited to parking areas, sidewalks and walkways. Neither party shall be obligated to supervise, monitor or otherwise review the compliance activities of the other. Lessee acknowledges lessor's expense in complying with the ADA may be subject to reimbursement as an expense of lessor for maintaining common areas of the premises; however, ADA expense for capital improvements shall be amortized over the life of such improvements for purposes of reimbursement for lessor's expenses.

13. Light and Air. This lease does not grant or create any rights of access to light, air or views over the premises or any other property.

14. Structural Repairs and Improvements by Lessor. Lessor shall make all structural repairs and shall perform any maintenance or repairs required by structural defects. Lessor shall maintain the exterior walls, roof, gutters, downspouts and the foundation of the building. However, lessor shall not be responsible for repair or maintenance of lessee's storefront, windows, doors or the operation of lessee's windows and doors. Lessor shall make interior repairs only when such repairs or maintenance are necessitated by lessor's need to keep the structure in repair as required herein. Lessor reserves the right to alter, repair or improve the building,

or to add to the building, and for that purpose at any time may erect scaffolding and any other necessary structures about or upon the premises; and for that purpose lessor and lessor's representatives, contractors and workers may enter in or about the premises with such materials as lessor may deem necessary to effect that purpose, and lessee hereby waives any claim against lessor for damages, including loss of business resulting from such alterations, repairs or improvements.

15. Repairs and Improvements by Lessee. By taking possession of the premises, lessee accepts the premises as being in the condition in which lessor is obligated to deliver them and otherwise in good order, condition and repair. Lessor has made no representations to lessee with respect to the condition of the premises, except as set forth in this lease. During the term of this lease, at its own expense lessee shall repair and maintain the premises, except as set forth in this lease, including but not limited to the storefront, all interior and exterior doors and windows, interior walls, heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewers or septic tank; and lessee shall at its own expense obtain all required permits for such repairs or maintenance. Lessee specifically agrees to replace all glass that may be broken or damaged during the term of this lease with glass of as good or better quality as that now in use.

16. Fixtures. Lessee shall make no alterations, additions or improvements to or upon the premises, including exterior color, without the prior written consent of lessor; lessor retains the right to approve plans for any and all such alterations, additions or improvements; and at the end of this lease lessor retains the right to require lessee to remove at lessee's own expense any alterations, additions or improvements made by lessee during the lease term, and to repair any damage to the premises resulting from such removal. Any and all alterations, additions or improvements, exterior awnings or projections, or any other addition to or improvement to the premises, whether installed by lessor or by lessee, shall be at the sole expense of lessee, shall at the time of installation become a part of the premises, and shall be the property of lessor, unless otherwise agreed between the parties in writing, and subject to any limitations set forth herein.

17. Ice, Snow, Debris. At all times lessee shall keep the sidewalks in front of the premises free and clear of ice, snow, rubbish, and obstructions of any nature. If lessee occupies the entire building, lessee will not permit ice, snow, rubbish, debris and obstructions of any nature to accumulate on the roof of the building so as to stop up or obstruct the gutters or the downspouts or cause any damage to the roof. Lessee will at its own expense fully reimburse and indemnify lessor against any injury, whether to lessor or lessor's property, or to any other person or property caused by any failure of lessee under this paragraph.

18. Lessor's Right of Entry. Lessor, its employees, agents or representatives may at any time enter into lessee's premises for the purpose of examining the condition of lessee's premises, to perform necessary services, maintenance and repairs or alterations to the building or the premises, to show the premises to any prospective tenant or purchasers, or for any other lawful purpose. Except in case of emergency such entry shall be at such times and in such a manner as to minimize interference with the business use of the premises by lessee.

19. Lessee's Right of Access. During times other than normal building hours, if the premises have no outside entry, lessee's officers and employees, or those having business with lessee, may be required to identify themselves or to show passes in order to gain access to the building. Lessor shall have no liability for permitting or refusing to permit access by anyone.

20. Awnings and Window Treatments; Signage and Advertising. 20.a. Lessee shall attach no awnings or other projections to the outside walls of the premises or of the building of which the premises are a part without the prior written consent of lessor. Lessee may place curtains or other window treatments in exterior windows of the premises only if those window treatments are in keeping with the standards adopted by lessor for the building. Lessee acknowledges that any permitted awnings or projections, as well as complying window treatments, may become property of lessor as fixtures placed upon the premises by lessee.

20.b. Lessee may not place signs or other advertising on the outside walls of the premises or in exterior windows without the prior written consent of lessor. If lessee does so, lessor may, without liability, remove such signage or other advertising at lessee's expense. Upon termination of this lease lessee shall remove all of its signage or other advertising from the premises, and shall at its own expense repair any damage caused by such signage or other advertising.

21. Nonassignment. Lessee shall not assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or of any interest herein, sublet, or permit any other person or persons whomsoever to occupy the premises without the prior written consent of lessor; and lessor may withhold its consent if, in lessor's discretion, the proposed assignee or sublessee does not have sufficient net worth or a sufficiently established record of successful business operations, or proposes a use which is different from the use for which lessee has entered into this lease, pursuant to paragraph 8 hereof. The benefit of this lease is personal to lessee, and if lessee's interests under this lease are transferred to any other person or entity, in whole or in part, in any manner, including by operation of law, without the prior written consent of lessor, such transfer shall be an act of default whether or not rents or other liabilities are paid, and from the time of such transfer lessor shall have all rights to possession of the premises. In addition, lessee shall reimburse lessor for all of the professional and legal fees, as well as any other expenses incurred by lessor in evaluating any proposed assignee, regardless of whether lessor approves such assignee; and unless lessor specifically releases lessee therefrom, lessee shall after assignment or sublease remain primarily liable for payment of all base rent and other charges, as well as for the performance of all of lessee's duties under this lease.

22. Liens. Lessee shall not permit any lien of any kind to be placed upon any portion of the premises or the building in which the premises are situated, or upon the land on which it stands.

23. Damage to Premises; Lessor's Duty to Repair; Abatement of Rent During Repair. If the leased premises suffer major damage by fire or other casualty, lessor may terminate this lease as of the date of the loss. If damage to the premises exceeds fifty percent (50 %) of the value of the premises, but the premises are not totally destroyed, lessor may elect to repair the premises, and shall exercise that election by giving to lessee written notice of its election within thirty (30) days after the date of loss; if lessor fails to give that written notice, lessor shall be deemed to have elected not to repair the premises, and the lease shall terminate as of the date of the loss. If lessor elects to repair the premises, lessee shall comply with lessor's reasonable request to vacate all or any part of the premises during reconstruction, and lessor shall repair the premises promptly. For the period of time after the date of the loss and until necessary repairs have been substantially completed, there shall be an abatement of rent in proportion to lessee's loss of use of the premises. However, if the damage to the premises is minor, and no material disruption of lessee's business occurs as a result of such damage, there shall be no abatement of rent and lessor shall repair the damage promptly.

24. Eminent Domain. If all or part of the leased premises is condemned or purchased by any public entity (or private entity with condemnation powers), this lease may terminate as to the condemned part, effective as of the date of closing of the condemnation or purchase transaction, by written notice provided by either party to the other. In case of termination under this paragraph, lessee shall not be liable for rent for any condemned or purchased part of the premises after the termination date; but where the condemnation takes only part of the premises, and lessee remains in possession of the remainder of the property under this lease, lessor shall determine the amount of reduction in rent and other charges in relation to the condemned part of the premises. Lessee shall not be entitled to and hereby expressly waives any right to any part of the condemnation award or purchase price.

25. Option to Renew. ~~Each party initial if applicable~~ (Each party initial if applicable) Provided that lessee has not been in default, lessee shall have the option to renew this lease for an additional ~~(2) five~~ (~~5~~) year term commencing on the day following expiration of this lease. Lessee may exercise this option by providing written notice to lessor not less than one hundred eighty (180) days prior to the expiration date of this lease. Timely written notice shall be sufficient to bind the parties to the renewal term without further action by either party upon terms and conditions identical to the terms and conditions of this lease, except for the rent and that there shall be no further right to renew. The rent for the renewal period shall be the greater of: the rent paid by lessee for the last month of the expiring term, and the fair market rent for the ensuing renewal term.

26. Lessor's For Sale and For Rent Signs. During the sixty (60) days prior to the date of termination of this lease, lessor may display on the premises or in the windows of the premises signs of reasonable size notifying the public that the premises are available for sale or for rent.

27. Vacating the Premises upon Termination. At the time of termination of the lease for any reason, including expiration of the lease term, lessee shall vacate the premises and deliver them to lessor in a peaceful manner, vacuumed, swept and free of debris, and in as good order and condition, reasonable use, wear and tear, damage by fire and unavoidable casualty excepted, as the premises are now in or may hereafter be put in during the term of this lease.

28. Lessee's Default. The following shall each constitute default by lessee under this lease:

- a. Lessee's failure to pay rent or any other charge under this lease within five (~~5~~) days after such rent or charge is due;
- b. Lessee's failure to comply with any term or condition of this lease, other than payment of rent or other charges, within ten (10) days after lessor has notified lessee in writing specifying lessee's noncompliance; but this provision shall be satisfied if compliance requires a longer period than ten (10) days, and lessee commences corrective action within the ten (10)-day period and thereafter promptly corrects the noncompliance;
- c. Lessee's insolvency, business failure or assignment for the benefit of lessee's creditors, including lessee's commencement of proceedings under any provision of bankruptcy or insolvency law, or its failure to obtain dismissal of any involuntary petition for bankruptcy or insolvency within the time required for an answer to such petition; or the appointment of a receiver for lessee's properties;
- d. Assignment or subletting by lessee in violation of paragraph 21;
- e. Lessee's vacation or abandonment of the premises without lessor's prior written consent, or, in lessor's sole discretion, failure to occupy the premises within ten (10) days after notice from lessor tendering possession; or
- f. Lessee's failure or refusal to surrender possession upon termination of this lease.

29. Lessor's Remedies for Default. Upon any default by lessee, lessor shall have all rights provided by law, and in addition may exercise the following remedies:

- a. If lessee's default is failure to pay rent when due, including any grace period provided by this lease, lessor may without further notice enter peaceably onto the premises and retake possession; in all other cases of default, upon expiration of the stated notice period lessor may retake possession.
- b. Upon retaking possession, lessor may exercise its landlord's lien over any and all personal property left upon the premises by lessee, and may sell such property after foreclosure of its lien as permitted and required by statute.
- c. After retaking possession, lessor shall promptly attempt to relet the premises, in whole or in part, to any tenant or tenants who may be satisfactory to lessor; however, lessor's efforts to relet the premises shall be sufficient if lessor follows its usual procedures for locating tenants for the space at rental rates not less than the current rates for other comparable space. If lessor has other available space, lessor may rent such space to prospective tenants without prejudice to any claims lessor may have against lessee for damages or loss of rent. Further, lessor shall apply payments or deposits received from lessee first to the cost of retaking and reletting the premises, including any remodeling required to obtain any such tenant, and then to any arrears of rent payable under this lease, together with any other damages which lessor may be entitled to claim from lessee.

30. Holding Over. If lessee holds over after termination of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, and shall create only a tenancy at sufferance, which may be terminated at will at any time and without notice by lessor.

31. Nonwaiver. Neither the termination of this lease by forfeiture nor the taking or recovery of possession of the premises by lessor shall deprive lessor of any other action, right or remedy against lessee for possession, rent or damages; nor shall any omission by lessor to enforce any forfeiture, right or remedy to which lessor may be entitled be deemed a waiver by lessor of the right to enforce lessee's performance of the terms and conditions of this lease. Time is of the essence of this lease. Unless otherwise provided in writing, any waiver by lessor of any breach of this lease by lessee (including a failure to enforce any provision of this lease) shall not be a continuing waiver, and shall not operate to prevent lessor from seeking its remedies for any subsequent breach by lessee, whether or not lessee's subsequent breach is of the same provision earlier waived or not enforced by lessor.

32. Attorney Fees and Court Costs. Lessee hereby agrees to pay all of lessor's expenses, including lessor's reasonable attorney fees, incurred as a result of lessor's enforcement of any provisions of this lease, even if no arbitration, lawsuit or other action is instituted. If any arbitration, lawsuit or action is instituted in order to enforce any provision of this lease, or for collection of rents due or damages claimed under this lease, the losing party shall pay to the prevailing party its reasonable attorney fees and all expenses incurred throughout such proceeding, including at trial, on appeal, and for post-judgment collection.

33. Lessor's Address. Lessor's address for giving of notices and payment of rent is:

11843 SW Grenoble Street, Wilsonville, OR 97070

From time to time during the term of the lease, lessor may designate another address or addresses in writing for giving of notices and payment of rent.

34. Lessee's Address. Lessee's address for giving of notices is: 2036 SE Washington Street,
Milwaukie, OR 97222

From time to time during the term of the lease, lessee may designate another address or addresses in writing for giving of notices.

35. Notices. Any notice given by one party to the other shall be sufficient if it is in writing, contained in a sealed envelope, and either personally delivered or sent by United States Postal Service first class mail, with postage fully prepaid. Notice sent by first class mail shall be deemed to have been delivered to the addressee seventy-two (72) hours after the notice is deposited in the U.S. Mail.

36. Subordination; Estoppel. This lease shall be subordinate to any ground lease, mortgage, trust deed or other security interest that may now be or that lessor may in the future place upon the real property of which the premises are a part, unless the holder of such interest notifies lessee in writing that this lease shall be prior to the holder's interest. Lessee hereby agrees to execute any documents required by any of lessor's lenders to effectuate subordination. Further, lessee shall, upon request of lessor, execute a statement certifying the current terms of this lease, reflecting all payments lessee has made to the date of the statement under this lease, specifying lessor's defaults or lack thereof, and certifying such other matters as lessor may reasonably request. Lessor's purchasers or lenders may conclusively rely upon any such statement executed by lessee, and if lessee fails or refuses to execute such statement within fourteen (14) days of lessor's written notice thereof to lessee, lessor's purchasers or lenders may conclusively accept lessor's representations as to all terms, payments and defaults of lessee or of lessor hereunder.

37. Entire Agreement; Integration Clause. This lease, including any exhibits, contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended or terminated only by written agreement of the parties hereto. Lessor and lessee acknowledge and agree that there are no verbal agreements, representations, warranties or other understandings affecting this lease.

38. Heirs and Assigns. All of the rights, remedies and obligations given to, imposed upon, or undertaken by the parties to this lease shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, successors, officers, agents, insurers (except as set forth herein), executors or personal representatives, and assigns (except as set forth herein) of each party.

39. Number and Gender. In construing this lease, the singular term "lessor" or "lessee" may include more than one person or entity. If the context so requires, the singular pronoun shall be taken to mean the plural. All grammatical changes necessitated by an increase in number or by a change in gender shall be assumed and implied in order to permit the provisions of this lease to apply equally to individuals, corporations and other entities.

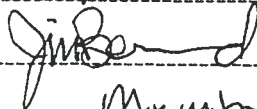
40. Additional Provisions. The parties further agree as follows (if no further provisions are needed, state "none"):

- Lessee will pay all property taxes and property insurance as due.
- Lessee is responsible for all utility payments on the premises.
- Lessee shall be responsible for any and all environmental issues or violations that occur/exist on the property.
- Lessee shall not allow any illegal activities to occur on the premises.

Violation of any of these provisions subjects this lease to immediate termination.

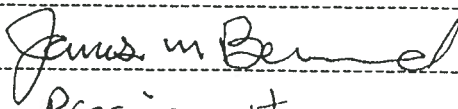
IN WITNESS WHEREOF, the parties have executed this lease on the date stated above; any signature on behalf of a business or other entity is made with the authority of the Board of Directors of that entity.

MDDA, LLC

By  Lessor
Title Member

By _____
Title _____

Bernard's Garage, Inc.

By  Lessee
Title President

By _____
Title _____

JORGENSEN PAINTING, INC.
9031 SE Hinkley, Happy Valley, OR 97086-3621
Phone: 503-777-1413, Contractor's License No. 79178

May 24, 2011

John Sciarra
Bernard's Garage, Inc.
2036 SE Washington St.
Milwaukie, OR 97222
Phone: 503-659-7722
email: john@bernardsgarage.com

Work to be performed at: same as address

We propose to complete the following work, furnishing all paint, labor and material:

Exterior

Repairs to stucco on East side of building and window frames as needed. \$1100.00

1. Power wash building.
2. Scrap where necessary.
3. Patch any holes.
4. Patch West side of building.
5. Paint building 3 colors, 2 coats using Elastomeric paint.
6. Tape off letters attached to building.

Cost for items 1 through 6 is \$6,800.00. Additional charge for repairs on East side stucco is \$1,100.00 bringing cost for complete job to \$7,900.00 due and payable upon completion. Any alteration or deviation from above specifications will be completed at extra cost.

Respectfully submitted:


Ronald S. Jorgenson

ACCEPTANCE OF PROPOSAL

The above prices and conditions are satisfactory and are hereby accepted:

Signature



Date

5/31/11









Poor printer color quality



MILWAUKIE
Dogwood City of the West

**DOWNTOWN FAÇADE IMPROVEMENT PROGRAM APPLICATION
STAFF RECOMMENDATION**

Date: June 22, 2011

Applicant: WSCO Petroleum (Arco Station)

Owner(s): Z-Eldest LLC

Address: 11010 SE McLoughlin Blvd

Grant Request: \$1,991.50

Funding Recommendation: \$1,700

APPLICATION SUMMARY

A. Background

The site is located in the Downtown Office Zone DO. There are two eligible structures on the site: the office building, and the station canopy.

B. Proposal

The application proposes to repaint the building and canopy in existing colors.

C. Narrative provided by applicant

It will give the building a rejuvenated look, with solid colors and bold trim.

D. Eligibility as determined by staff

The proposal meets the grant program eligibility requirements and downtown design standards.

E. Amount requested

The applicant has requested a matching grant of \$1,991.50. Painting of the price sign and light poles are not eligible grant activities; staff recommends funding the request in the amount of \$1,700.

F. Additional information

The downtown design guidelines contain useful information and tips for making downtown buildings more attractive and pedestrian friendly. Pedestrian friendly buildings have transparent windows, providing “eyes on the street” that enhance pedestrian safety. They may also have canopies or awnings to protect pedestrians from the elements, attractive window displays to attract the eye, or sidewalk decor such as planters to add depth to the front facade. Small, inexpensive changes can make a big impact.

Staff suggests the applicant consider the following:

DLC Staff Recommendation—Downtown Façade Improvement Program
11010 SE McLoughlin Blvd

Page 2 of 2

- Add large planters around the perimeter of the site and adjacent to the building.
- Replace the roof.

G. Next steps

The proposed work is exempt from Type I Design Review if it does not require a building permit.

RECEIVED

JUN 07 2011

CITY OF MILWAUKIE
PLANNING DEPARTMENT

Downtown Façade Improvement Program Application Form

An informational meeting with City staff is required prior to submission of this form.

| | |
|---|--|
| Applicant: | WSCO Petroleum |
| (If applicant is not the building owner, attach either a lease specifying tenant's right to make improvements or letter from owner authorizing improvements.) | |
| Building location (address): | 11010 SE McLoughlin Blvd. |
| (See http://www.ci.milwaukie.or.us/gis/planning-maps) | |
| Property Owner (corp/legal name): | Z-Eldest LLC |
| (Attach copy of deed of trust or document establishing ownership.) | |
| Name listed on applicant's business registration: | WSCO Petroleum Corp |
| Applicant's Mailing Address: | 2929 NW 29th Portland, OR 97210 |
| Contact name: | Mike Zirkle |
| Phone: | 503 243-2929 ext. 113 |
| Email: | mikez@wscoorp.com |
| Describe proposed work: | repaint building, canopy, price sign, and light poles. |
| (Attach photo of existing building. Attach color/material samples and a sketch, if applicable.) | |
| How does the project contribute to an attractive and vibrant downtown environment? | It will give the building a rejuvenated look, with solid colors and bold trim. |
| (Please refer, where applicable, to Downtown Design Guidelines.) | |
| Total Project Cost Estimate and Grant Amount Requested | Total cost \$3,983.00, grant amount \$1,991.50 |
| (Maximum grant is \$10,000 and no more than 50% of total cost. Attach a detailed budget or formal estimate for any project element exceeding \$1,000.) | |

AFTER RECORDING RETURN TO:

Timothy M. Parks
 Ball Janik LLP
 101 SW Main Street, Suite 1100
 Portland, Oregon 97204

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO:

WSCO Petroleum Corp.
 2929 NW 29th Avenue
 Portland, Oregon 97210

(Tax Account No.: 00019198)

We certify this instrument to be a true
 Copy of Warranty Deed
 Recorded 1/24/11 as 2011-005466
 Records of Clackamas Co.
 CHICAGO TITLE COMPANY
 By [Signature]

WARRANTY DEED

UNIVERSE CORPORATION, an Oregon corporation, as Grantor, conveys and warrants to Z ELDEST LLC., an Oregon limited liability company, as Grantee, the real property described on the attached Exhibit A, free of liens and encumbrances except for non-delinquent taxes, easements, covenants, conditions, restrictions and reservations of record.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

The true consideration for this conveyance is \$420,533.00.





OREN PAINTING
4230 SE KING ROAD PMB 217
MILWAUKIE, OREGON 97222

Office (503) 890-0900 Fax (503) 698-8691 EMAIL Ran@orenpainting.com

We hereby submit specifications and estimates for the exterior painting. The painting project will include the canopies, poles, price signs and building.

- 1) The Contractor will pressure wash all exterior surfaces of the gas station and the store.
- 2) The Contractor will prep and prime all peeling paint.
- 3) The Contractor will caulk all places where needed.
- 4) The contractor will repaint all windows and store fronts.
- 5) All side walk bushes and sidewalks will be protected.
- 6) The contractor will spray / roll/ brush all exterior trim (two coats).
- 7) All windows, light's fixture and such will be masked and protected from all over spray. .
- 8) Finishing trim will include all gutters and down spots.
- 9) OREN painting will coordinate all work with the owner/supervisor on the site.
- 10) Under this contract OREN painting shell at all times keep the work site free from accumulation of waste materials or rubbish caused by our performance.
- 11) The Contractor will furnish all labor, materials, supplies, equipment, tools and all other necessary to perform and completely finish in a workmanlike manor.
- 12) Any alteration from specs involving extra charges will be executed only upon written orders.

We propose hereby to furnish materials and labor in accordance with the above specifications for the sum of \$ 3,983. Owners will pay OREN painting \$ 1,000 of the total sum as a down payment for materials and labor. The remaining balance will be paid upon completion of the job, after the property is inspected.

Acceptance of the proposal, the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

OWNER ACCEPTANCE Michael Zirk DATE 5-24-11
for WSCO

OREN PAINTING _____ DATE _____