



MILWAUKIE

Dogwood City of the West

To: Design and Landmarks Committee
From: Li Alligood, Assistant Planner and DLC Liaison
Date: March 26, 2012
Subject: Preparation for April 2, 2012, Meeting

Greetings! We will be in the City Hall Conference Room for next Monday's meeting at 6:30 p.m. See Enclosure 1 for the meeting agenda.

Façade Improvement Program Applications

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

The Committee will also review a request for revision of a previously approved grant application. At the July 27, 2011, meeting, the DLC approved a façade improvement grant application in the amount of \$7,371 for the building at 2036 SE Washington St (Bernard's Garage). The applicant has requested revision of the approved scope of work due to anticipated sidewalk construction on the 21st Ave side of the property. See Enclosure 4 for more information.

Land Use Training

In preparation for upcoming design review meetings, staff will provide the annual overview of the City's design review process as it relates to State, regional, and local land use law.

See you next Monday at 6:30 p.m.!

Enclosures

1. April 2, 2012, meeting agenda
2. March 5, 2012, meeting minutes
3. Façade Improvement Program application
4. Request for FIP grant revision



AGENDA

MILWAUKIE DESIGN AND LANDMARKS COMMITTEE Monday, April 2, 2011, 6:30 PM

CITY HALL CONFERENCE ROOM
10722 SE MAIN ST

- 1.0 **Call to Order - Procedural Matters**
- 2.0 **Meeting Notes** – Motion Needed
 - 2.1 March 5, 2012
- 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: Façade Improvement Program Application: 10921 SE Main St
Presenters: Li Alligood, Assistant Planner
 - 6.2 Summary: Review of FIP grant revision request from Bernard's Garage
Presenters: Li Alligood, Assistant Planner
 - 6.3 Land Use Training
Presenters: Li Alligood, Assistant Planner, and Katie Mangle, Planning Director
- 7.0 **Other Business/Updates**
- 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:**
 - May 2012 (date TBD)
 - 1. Design Review Meeting for light rail station platform site
 - 2. Façade Improvement Program application review (*tentative*)
 - June 4, 2012
 - 1. Committee work plan for 2012-2013

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 design review meeting 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 meeting 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
Becky Ives
Chantelle Gamba
Scott Barbur

Planning Department Staff:

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

CITY OF MILWAUKIE
DESIGN AND LANDMARKS COMMITTEE
MEETING MINUTES
Milwaukie City Hall
10722 SE Main St
MONDAY, MARCH 5, 2012
6:30 PM

DLC MEMBERS PRESENT

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

STAFF PRESENT

Li Alligood, Assistant Planner, (DLC Liaison)
 Katie Mangle, Planning Director
 Ryan Marquardt, Associate Planner
 JoAnn Herrigel, Community Services
 Director

MEMBERS ABSENT

None

1.0 Call to Order – Procedural Matters

Chair Greg Hemer called the meeting to order at 6:35 p.m. and read the conduct of meeting format into the record.

2.0 Design and Landmarks Committee Minutes

2.1 February 15, 2012

DLC Member Patty Wisner moved to approve the February 15, 2012, Design and Landmarks Committee minutes as presented. **DLC Member Becky Ives** seconded the motion. The minutes were approved 3-0-1, with **DLC Member Jim Perrault** abstaining.

Note: The information presented constitutes summarized minutes only. The meeting audio is available from the Planning Department upon request.

3.0 Information Items

Li Alligood, Assistant Planner, noted that it was Ms. Wisner's last meeting with the DLC before she reached her term limit.

4.0 Audience Participation –This is an opportunity for the public to comment on any item not on the agenda. There was none.

41 **5.0 Public Meetings – None**

42

43 **6.0 Worksession Items**

44 6.1 Summary: Riverfront Park/Klein Point after-action review (DR-09-01)

45

46 **Ryan Marquardt, Associate Planner**, reviewed the plans for Klein Point in Riverfront Park via
47 PowerPoint presentation. The DLC had reviewed the plans for Riverfront Park as part of land
48 use file DR-09-01, and had recommended approval with a request for after-action review.

- 49 • The overlook point was in the same location reviewed by the DLC
- 50 • Wall materials would include a basalt stone cap and basalt on the inside and outside of seat
51 wall
- 52 • The ground would be covered with gravel
- 53 • He asked the DLC to determine whether the final plans for the Klein Point overlook retained
54 the park's compliance with the Downtown Design Guidelines Pedestrian Emphasis
55 Guidelines, in accordance with a condition of approval of land use file #DR-09-01.

56

57 **JoAnn Herrigel, Community Services Director**, showed an image of the materials to be used
58 in the overlook area.

- 59 • A medallion would be located in the center with information requested by the Klein family,
60 who had donated the land

61

62 **Gil Williams, David Evans and Associates**, clarified some differences between the image
63 shown and Klein Point as proposed:

- 64 • Klein Point would be smaller than the overlook shown in the images.
- 65 • The wall would not end in a pilaster as shown in the image.

66

67 **Ms. Herrigel** provided an illustration of the overlook area as it would look when complete.

- 68 • The walkway and maintenance access would be combined, and the walkway would be
69 finished with pavers and the maintenance access would be Grasscrete.
- 70 • The combined walkway was necessary to allow the City's Vector truck to access a sewer
71 manhole on the banks of Johnson Creek, and would minimize impacts to the existing oak
72 tree.

73

74 **Mr. Williams** provided images of Grasscrete pavers, and **Ms. Herrigel** provided images of
75 potential future interpretive signage for Klein Point.

76

77 **Ms. Herrigel** explained the next steps of the project. Metro had provided a grant to develop
78 Klein Point, and construction was estimated to begin in June 2012. This was the first component
79 of Riverfront Park to be developed.

80

81 **Ms. Ives** noted that the downtown Milwaukie light rail station artist, Brian Goldbloom, has
82 designed a phenomenal water feature that could inform the water feature planned for Riverfront
83 Park.

84

85 **DLC Member Chantelle Gamba moved to find that the development plans for Klein Point**
86 **in Milwaukie Riverfront Park did not diminish the park's compliance with the Downtown**
87 **Design Guidelines Pedestrian Emphasis Guidelines: "Define the Pedestrian**
88 **Environment"; "Protect the Pedestrian from the Elements"; "Provide Places for**
89 **Stopping and Viewing"; and "Create Successful Outdoor Spaces." Mr. Perrault seconded**
90 **the motion. The motion was approved unanimously.**

91

92 6.2 Summary: Request for revision of façade improvement grant for Bernard's
93 Garage, 2326 SE Washington St

94

95 **Ms. Alligood** provided an overview of the request. The Committee had approved a façade
96 improvement grant request of \$7,371 on July 27, 2011, for work on the Bernard's Garage
97 building facing 21st Ave. The approved scope of work included: new paint, repairs of a concrete
98 wall facing 21st Ave, new parking lot lighting, a new window facing 21st Ave, and installation of
99 an awning on the 21st Ave façade.

- 100 • The applicant had been reimbursed in the amount of \$3915.50 for completed work to fund
101 the window and awning installation.
- 102 • The applicant submitted a letter to the DLC on February 24, 2012, requesting that the
103 approved scope of work be revised to remove the awning, due to uncertainty regarding the
104 final grade of the sidewalk on 21st Ave as a result of the light rail project.

- 105 • The applicant had submitted an earlier application that did not include the awning, and the
106 Committee had denied the application. For this reason, she had asked the applicant to
107 submit the request to the DLC for review.
- 108 • She noted that in considering the request, the DLC should be comfortable with the
109 possibility that the awning might never be installed.

110

111 **Siri Bernard, Bernard's Garage**, arrived at 7:15 and provided an overview of her request.

- 112 • Bernard's Garage had recently become aware that the sidewalk on 21st Ave would be
113 regraded as part of the light rail project, and could be as much as a foot higher in elevation.
- 114 • Bernard's was concerned about installing an awning without information about the final
115 elevation of the sidewalk.
- 116 • She requested that the awning be removed from the approved grant scope.

117

118 **Ms. Bernard** responded to questions from the Committee:

- 119 • Bernard's would try to install the awning if reimbursed for the window, but did not know if the
120 awning could be installed.
- 121 • They were not requesting reimbursement for the awning before installing it, but were
122 requesting removal of the awning from the approved scope of work.

123

124 **Chair Hemer** noted that the DLC had really wanted the awning to be part of the façade
125 improvement. He asked if Ms. Bernard could get information from TriMet and the City about the
126 costs associated with relocating the awning and the minimum height of the awning.

127

128 **Ms. Bernard** again asked if the Committee would allow her to resubmit the application with a
129 revised scope of work for approval of the grant. **Ms. Gamba** stated that the Committee had
130 approved the grant application that included the awning, after denying an earlier application that
131 did not include the awning. She was concerned about setting a precedent.

132

133 **The Committee** was not comfortable making a decision, and unanimously agreed to table the
134 request until the April 2, 2012, meeting. They asked Ms. Bernard to return with additional
135 information regarding: the cost of reinstalling the awning if needed; the minimum required height
136 for the awning to accommodate potential regarding of the street; how long the permitting
137 process would take; and how long installation of the awning would take.

138

139 **7.0 Other Business/Updates**

140 7.1 Patty Wisner farewell

141

142 **Ms. Wisner** had served more than 15 years on the DLC, and had reached her consecutive term
143 limit. The DLC members expressed their appreciation of her volunteerism, and presented her
144 with a gift.

145

146 **Ms. Alligood** noted that City Council would present Ms. Wisner with a plaque of appreciation at
147 the March 20, 2012, Council meeting.

148

149 **8.0 Design and Landmarks Committee Discussion Items – None**

150

151 **9.0 Forecast for Future Meetings:**

152 April 2, 2012 1. Façade Improvement Program application review (tentative)

153 2. Review of FIP revision request from Bernard's Garage

154 3. Introduction to new DLC member

155

156 May 7, 2012 1. Façade Improvement Program application review (tentative)

157 2. Downtown light rail station platform application review

158 (tentative)

159

160

161 Meeting adjourned at approximately 8:00 p.m.

162

163

164

165

166

167

168 _____
Greg Hemer, Chair



MILWAUKIE

Dogwood City of the West

To: Design and Landmarks Committee
From: Li Alligood, Assistant Planner
Date: March 26, 2012, for April 2, 2012, 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.

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

The program was funded at \$50,000. To date, the DLC has approved grants in the amount of \$45,012 for work on 8 properties; there are \$4,988 remaining in the grant fund.² One application has been submitted for consideration at the April meeting in the amount of \$4,456. If approved, \$532 of grant funds would remain.

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

² This amount could change depending on the DLC's decision on Agenda Item 6.3.

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 1 for staff recommendations and full application materials.

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:

- Review and decide on the application.
- Postpone a decision on the application 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.

- A. Application materials and staff recommendation for 10921 SE Main St – 12,500 Window Coverings (attached)



Downtown Façade Improvement Program Application Form

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


Applicant:	12.500 COMMERCIAL WINDOW COVERINGS, 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):	10921 SE MAIN STREET, MILWAUKIE, OREGON 97222
<i>(See http://www.ci.milwaukie.or.us/gis/planning-maps)</i>	
Property Owner (corp/legal name):	KATHY KOENIG
<i>(Attach copy of deed of trust or document establishing ownership.)</i>	
Name listed on applicant's business registration:	12.500 COMMERCIAL WINDOW COVERINGS, INC.
Applicant's Mailing Address:	P.O. BOX 22371 MILWAUKIE, OREGON 97269
Contact name:	PATRICK JONES
Phone:	503-654-2874
Email:	CWCOVERINGS@QWESTOFFICE.NET
Describe proposed work:	REPLACE OLD DELAPIDATED WOOD FRAME STOREFRONT WINDOWS AND DOORS WITH NEW ALUMINUM DOUBLE PANE WINDOWS AND DOORS.
<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?	NEW WINDOWS AND DOORS WILL ENHANCE OUR RETAIL STOREFRONT BY CREATING A CLEAN, INVITING APPEARANCE THAT IS BOTH VISUALLY ATTRACTIVE AND ENERGY EFFICIENT.
<i>(Please refer, where applicable, to Downtown Design Guidelines.)</i>	
Total Project Cost Estimate and Grant Amount Requested	TOTAL PROJECT COST: \$8,911.00 GRANT AMOUNT REQUESTED: \$4,456.00
<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 \$4,456.00 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; and in substantial conformance with the proposal approved by the City of Milwaukie ("City"). 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 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

MARCH 22, 2012

Date

PATRICK JONES, PRESIDENT

Printed Name & Title

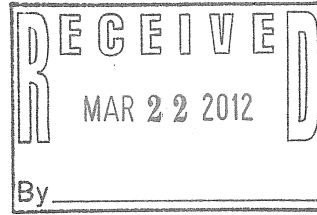
12.500 INC.

Signed on behalf of

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



CULVER GLASS COMPANY
2619 NW Industrial Street, Bldg. #B, Suite 3
Portland, OR 97210
(503) 226-2520 • FAX 503/228-9155



Estimating Fax: 503-542-0465

Date: 3/21/2012

Time: 12:05 PM PDT

Job Name: Office Storefront

Attn: James

General Contractor: 12.500

Fax Number:

Culver Glass Company's Estimator: Todd L. Barnes

Furnished Only F.O.B. Jobsite:

Furnished and Installed: Arcadia AG 451T storefront, Medium style doors, Clear anodized finish PPG 500 clear insulated glass,

Exclusions: Cleaning, Protection, Replacement, Permits of any kind, Special Hours,

NOTE: This job bid for Normal Working Hours.

Basic Bid: \$8,911.00

LABOR \$ 3,536.00
MAT. \$ 5,375.00

Quotes valid for 60 days.

Due to the volatile aluminum market CGC Industries Inc. dba: Culver Glass Company must reserve the right to pass on any cost increase it may incur past the 30 day acceptance period.

Allowable testing will be per the AAMA field test standards only and will not be modified by spec. Test procedure will be a 1\3 reduction from the laboratory test rating.

March 22, 2012

City of Milwaukie

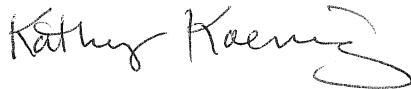
Kathy Koenig

Re: Property Improvement Grant

Dear City of Milwaukie,

The property owners of 10921 S.E. Main Street, Milwaukie, Oregon give permission to 12.500 Commercial Window Coverings, the tenant, to make application to the City's Storefront Improvement Grant with the intention of replacing the property's storefront windows and doors.

Thank you,

A handwritten signature in cursive script that reads "Kathy Koenig". The signature is written in black ink and is positioned above the printed name.

Kathy Koenig

Representing Owners:

Kathy Koenig, Milwaukie, Oregon

Christine Cruz-Cooper, Dade City, Florida

Mary Jane Nemeyer, Salem, Oregon

Karen Wagner, Bend, Oregon



ARCADIA,® INC.

AG451T SERIES, 2" X 4-1/2" CENTER GLAZED SYSTEM THERMALLY BROKEN FOR 1" GLASS (NON-THERMAL OPTION) (SCREW SPLINE/SHEAR BLOCK SYSTEM)

Product Standards and Guide Specifications

SECTION 08411 ALUMINUM-FRAMED STOREFRONT (Window Walls/Ribbon Walls)

Part 1 – General

1.01 Summary

- A. Section includes:
 1. Aluminum-Framed Storefront
- B. Related Sections:

1.02 References

- A. American Architectural Manufacturers Association (AAMA)
- B. American Society for Testing and Materials (ASTM)
- C. Aluminum Association (AA)

1.03 System Description

- A. General: In addition to requirements shown or specified, comply with:
 1. Applicable provisions of AAMA Aluminum Storefront and Entrance Manual for design, materials, fabrication and installation of component parts.
- B. Design Requirements: Arcadia AG451T Series is a framing system that provides for flush glazing on all sides without projected stops, with glass in the center of the frame. Framing system suitable for outside or inside glazing.
- C. Performance Requirements:
 1. Limit air leakage through assembly to 0.06 CFM/min/sq. ft. (.00003 m³/sm²) of wall area at 6.24 PSF (300 Pa) as measured in accordance with ASTM E283.
 2. Water Resistance: No water leakage when measured in accordance with ASTM E331 with a static test pressure of 10PSF(480 Pa).
 3. Dynamic Water Resistance: No water leakage, when measured in accordance with AAMA 501.1-94 with a dynamic test pressure of 10PSF(480 Pa).
 4. Limit mullion windload deflection of L/175 with full recovery of glazing materials, when measured in accordance with ASTM E 330.
 5. System shall not deflect more than 1/8" at the center point, or 1/16" at the center point of a horizontal member, once deadload points have been established.
 6. System shall accommodate expansion and contraction movement due to surface temperature differential of 180 degrees F.
 7. Seismic testing shall conform to AAMA recommended static test method for evaluating performance of curtain walls and storefront wall systems due to horizontal displacements associated with seismic movements and building sway.
 8. Thermal Performance – When tested in accordance with AAMA 1503.1 and 1502.7 the following results should be attained: U-Maximum .63/CRF – minimum of 59.
 9. National Fenestration Rating Council (NFRC) specific application evaluation.

1.04 Quality Assurance

- A. Single Source Responsibility:
 1. Obtain entrances, storefronts, ribbon walls, window walls, curtain walls, window systems, and finish through one source from a single manufacturer.
- B. Provide test reports from AAMA accredited laboratories certifying the performances as specified in 1.03.

1.05 Warranty

- A. System shall be warranted against failure and/or deterioration of metals due to manufacturing process for a period of two (2) years.

Part 2 – Products

2.01 Manufacturers

- A. Acceptable Manufacturers:
 1. Arcadia, Inc., 3225 East Washington Blvd., Vernon, CA. Telephone 323/269-7300, Fax 323/269-7390.

B. Acceptable Products:

1. Arcadia, Inc., AG451T Series, 2" x 4-1/2" center glazed system thermally broken for 1" glass (screw alpine/shear block system).

2.02 Framing Materials and Accessories

- A. Framing members, transition members, mullions, adaptors, and mounting: Extruded 6063-T5 aluminum alloy (ASTM B221 – Alloy G.S. 10a T5).
- B. Screws, fastening devices, and internal components: Aluminum, stainless steel, or zinc-plated steel in accordance with ASTM.A-164. Perimeter anchors shall be aluminum or steel, providing the steel is properly isolated from aluminum.
- C. Glazing Gasket
 1. Compression-type design, replaceable, molded or extruded santoprene, polyvinyl chloride (PVC), or ethylene propylene diene monomer (EPDM).
 2. Shall be of type that locks securely into the glazing reglet to prevent glazing gaskets from disengaging.

2.03 Finish

- A. Finish all exposed areas of aluminum and components as indicated.
 1. An Architectural Class II or I color anodic coating conforming with AA-M12C22A34/AA-M12C22A44.
 - a. Anodized finish color shall be Colorodic _____ (AB1 Light Champagne, AB2 Champagne, AB3 Light Bronze, AB4 Medium Bronze, AB5 Standard Medium Bronze, AB6 Dark Bronze, AB7 Standard Dark Bronze, AB8 Black, AG2 Gold.)
 - (or) 1. An Architectural Class II or I anodic coating conforming with AA-M12C22A31/AA-M12C22A41.
 - a. Anodize finish color shall be Colorodic _____ (#11 Clear)
 - (or) 1. Fluorocarbon Coating: AAMA 2605.2.
 - a. Resin: 70% PVDF Kynar 500/Hylar 5000.
 - b. Substrate: cleaned and pretreated with chromium phosphate.
 - c. Primer: Manufacturer's standard resin base compatible coating. Dry film thickness.
 - (a) Extrusion: Minimum 0.20 mil.
 - d. Color Coat: 70% PVDF, dry film thickness.
 - (a) Extrusion: 1.0 mil.
 - e. Color: As selected by Architect.
 - f. Acceptable Coatings Manufacturers:
 - (a) PPG Industries, Inc.
 - (b) Valspar Corporation
 - (c) BASF

2.04 System Fabrication

- A. Continuous sub-sill shall be provided under sill members to collect water infiltration and divert from the interior of the system.
- B. Framing members shall be internally reinforced and secured at head and sill as necessary for structural performance requirements, for hardware attachment, and as indicated.
- C. Fasteners shall be so located as to ensure concealment from view in the final assembly.

Part 3 – Execution

3.01 Examinations

- A. Examine conditions and verify substrate conditions are acceptable for product installation.

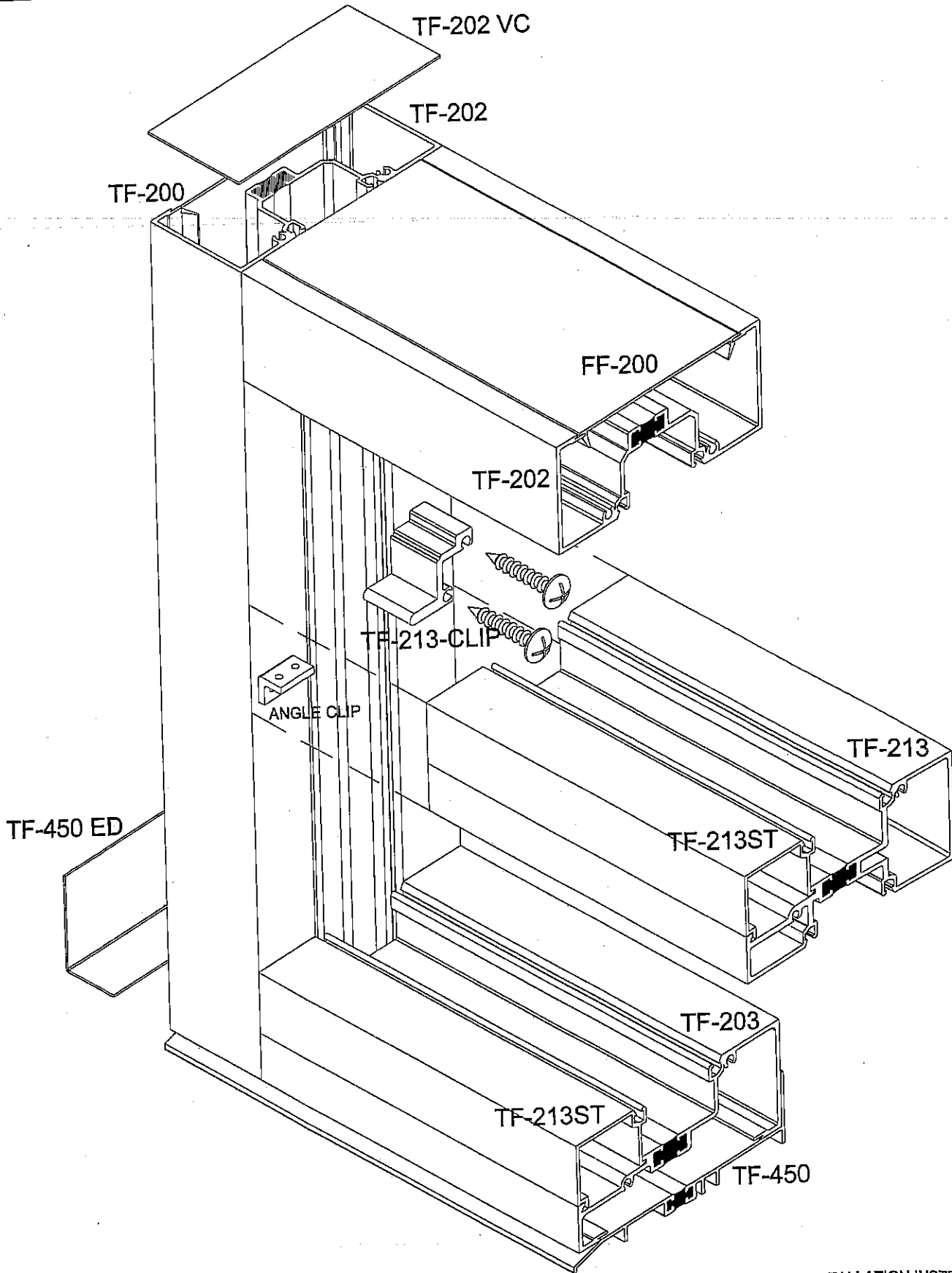
3.02 Installation

- A. Install in accordance with approved shop drawings and manufacturers installation instructions.

3.03 Field Quality Control

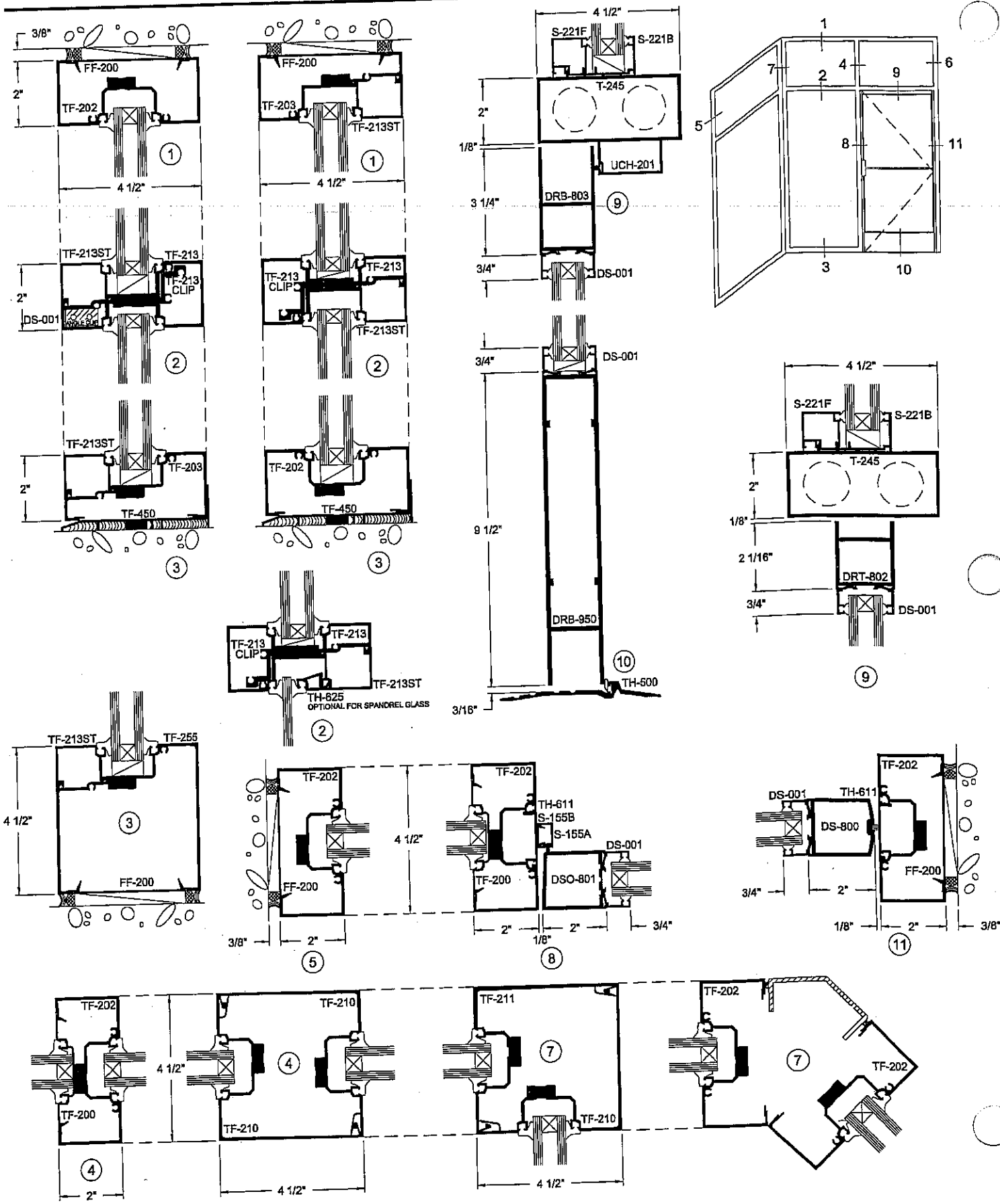
- A. Test the storefront for water leaks in accordance with AAMA 501.2-94. Conduct test in the presence of the Architect. Correct deficiencies observed as a result of this test.

END OF SECTION



FOR DETAILED INSTALLATION INSTRUCTION SEE
INSTALLATION MANUAL AND SYSTEM TEST REPORT

AG451T SERIES
 2" X 4 1/2" CENTER GLAZED SYSTEM
 THERMALLY BROKEN FOR 1" GLASS



ARCADIA,® INC.

MS362 SERIES MEDIUM STILE ENTRANCE DOOR

Product Standards and Guide Specifications

SECTION 08120 ALUMINUM DOORS AND FRAMES

Part 1 – General

1.01 Summary

- A. Section Includes:
 1. Aluminum Doors and Frames
- B. Related Sections:

1.02 References

- A. American Architectural Manufacturers Association (AAMA)
- B. American Society for Testing and Materials (ASTM)
- C. Aluminum Association (AA)

1.03 System Description

- A. General: In addition to requirements shown or specified, comply with:
 1. Applicable provisions of AAMA Aluminum Storefront and Entrance Manual for design, materials, fabrication and installation of component parts.
- B. Design Requirements: Arcadia MS362 Series Medium Stile Entrance is a single source package of door, doorframe and hardware that is engineered for moderate to high traffic.
- C. Performance Requirements: Each assembly tested by a recognized testing laboratory or agency in accordance with specified test methods.
 1. Tested by the dual moment corner joint strength test.
 2. Air infiltration tested in accordance with ASTM E283 (offset pivot or butt hung entrances).
 3. Water penetration tested in accordance with ASTM E 331 (offset pivot or butt hung entrances).
 4. Structural uniform load tested in accordance with ASTM E 330.

1.04 Quality Assurance

- A. Single Source Responsibility:
 1. Obtain entrances, storefronts, ribbon walls, window walls, curtain walls, window systems, and finish through one source from a single manufacturer.
- B. Provide test reports from AAMA accredited laboratories certifying the performances as specified in 1.03.

1.05 Warranty

- A. Door warranted against failure and/or deterioration of metals due to manufacturing process for a period of two (2) years.

Part 2 – Products

2.01 Manufacturers

- A. Acceptable Manufacturers:
 1. Arcadia, Inc., 3225 East Washington Blvd., Vernon, CA. Telephone 323/269-7300, Fax 323/269-7390.
- B. Acceptable Products:
 1. Arcadia, Inc., MS362 Series, Medium Stile Door 1-3/4".
 - a. Vertical Stiles: 3-1/2 inches.
 - b. Top Rail: 3-5/8 inches.
 - c. Bottom Rail: 10/12 inches.
 - d. Glazing Stops: (Square or Beveled) snap-in type for _____ (1/4 or 1 inch) infill.
 2. Major portions of the door stiles a nominal .125 inches and glass stops .050 inches thick.

2.02 Materials and Accessories

- A. Door members: Extruded 6063-T5 aluminum alloy (ASTM B221-Alloy G.S. 10a T5).
- B. Screws, fastening devices, and internal components: Aluminum, stainless steel, or zinc plated steel in accordance with ASTM A-164. Shall be aluminum or steel, providing the steel is properly isolated from aluminum.
- C. Glazing Gasket (compression-type design).

2.03 Hardware

- A. Hardware furnished and installed by the door manufacturer, and include the following standard hardware (as selected).
 1. Weatherstripping: Hard-backed poly pile in door and/or frame. Meeting stile of all pair of doors have a double line hard-backed poly-pile astragal.
 2. Threshold: Extruded Aluminum with ribbed surface.

3. Sill Sweeps: Brush strip (exposed, concealed).
4. Pivoting/Hinging: (Center, offset pivot; butt, continuous.)
5. Closers: (Overhead concealed, surface, floor.)
6. Latches/Strike: (Dead-latch combination, two-point.)
7. Latch Handle: (Lever, eurostyle/ w/return, paddle.)
8. Electric Release: (Offset strike, center hung strike.)
9. Locks/Strike: (Maximum security hooklock, deadbolt.)
10. Auxiliary Locks: (Two-point, three-point, flushbolts.)
11. Cylinders: (Mortise, rim, dummy, thumbturn.)
12. Panic Devices: (Cross, touch bar, flush mid panel.)
13. Push/Pulls: (Standard, offset radius, straight radius.)
14. Cylinder Guard: (Security ring/retainer ring.)
15. Exit Indicator: (Message panel.)
16. Transom Decal: (This door to remain . . .)
17. Door Stop/Holder:
18. Mail slot.

SPECIFIER NOTE: Refer to Arcadia Architectural Manual, Hardware Section for description of items 4-18.

2.04 Finish

- A. Finish all exposed areas of aluminum and components as indicated.
 1. An Architectural Class II or I color anodic coating conforming with AA-M12C22A34/AA-M12C22A44.
 - a. Anodized finish color shall be Colorodoc _____ (AB1 Light Champagne, AB2 Champagne, AB3 Light Bronze, AB4 Medium Bronze, AB5 Standard Medium Bronze, AB6 Dark Bronze, AB7 Standard Dark Bronze, AB8 Black, AG2 Gold.)
 - (or) 1. An Architectural Class II or I anodic coating conforming with AA-M12C22A31/AA-M12C22A41.
 - a. Anodize finish color shall be Colorodoc _____ (#11 Clear)
 - (or) 1. Fluorocarbon Coating: AAMA 2605.2.
 - a. Resin: 70% PVDF Kynar 500/Hylar 5000.
 - b. Substrate: cleaned and pretreated with chromium phosphate.
 - c. Primer: Manufacturer's standard resin base compatible coating. Dry film thickness.
 - (a) Extrusion: Minimum 0.20 mil.
 - d. Color Coat: 70% PVDF, dry film thickness.
 - (a) Extrusion: 1.0 mil.
 - e. Color: As selected by Architect.
 - f. Acceptable Coatings Manufacturers:
 - (a) PPG Industries, Inc.
 - (b) Valspar Corporation
 - (c) BASF

2.05 Door Fabrication

- A. Stiles and rails shall be tubular sections accurately joined, flush and hairline at corners with heavy concealed reinforcement brackets secured with machine bolts, with optional MIG weld. Exposed screws not permitted.
- B. Each door leaf equipped with an adjusting mechanism, located in the top rail near the lock stile.
- C. Prepare internal reinforcement for door hardware.
- D. Custom hardware templates and physical hardware must be submitted prior to any fabrication.

Part 3 – Execution

3.01 Examinations

- A. Examine conditions and verify substrate conditions are acceptable for product installation.

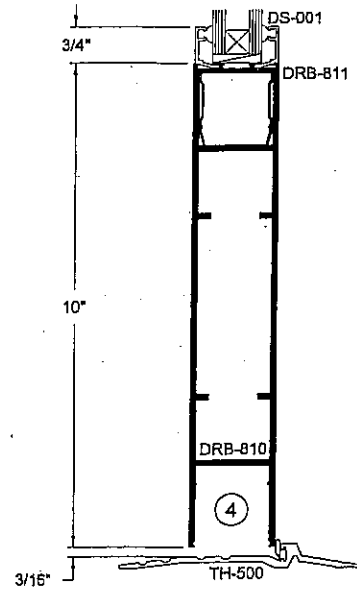
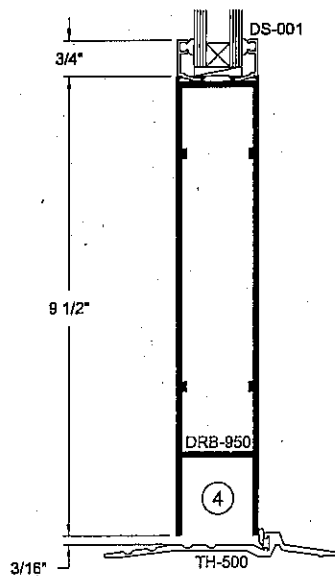
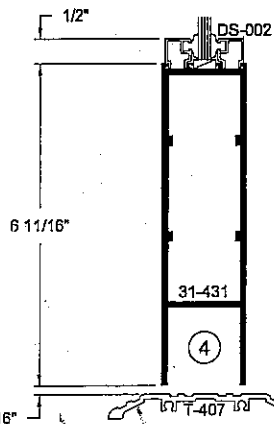
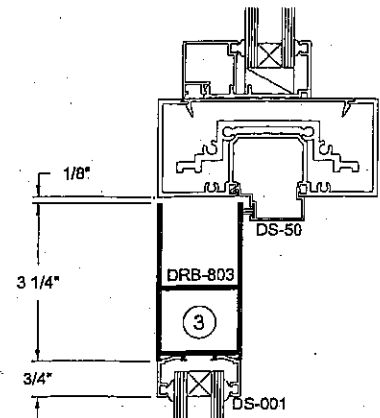
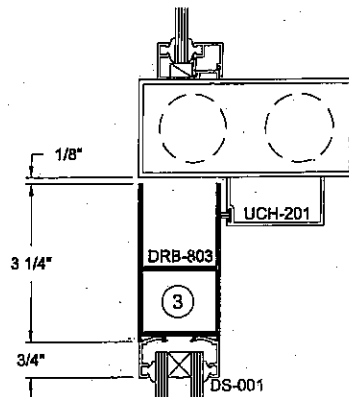
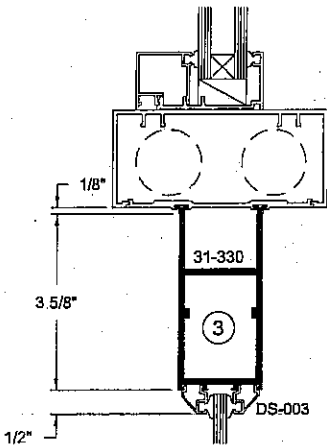
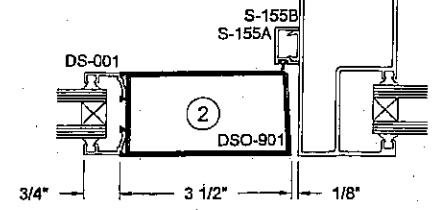
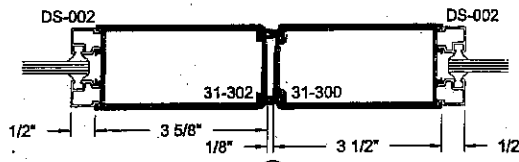
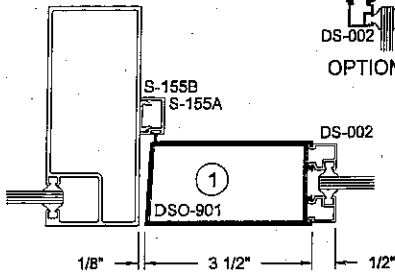
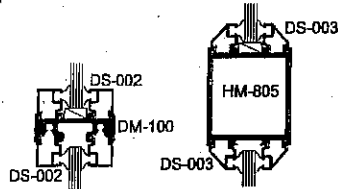
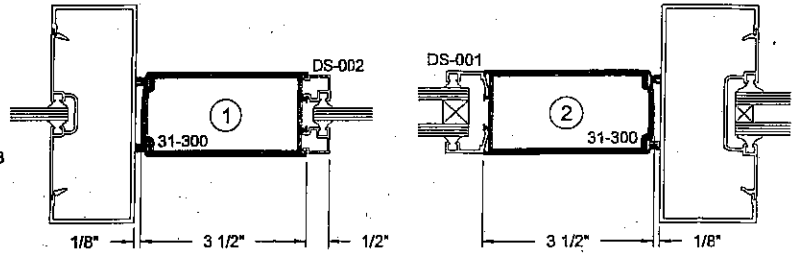
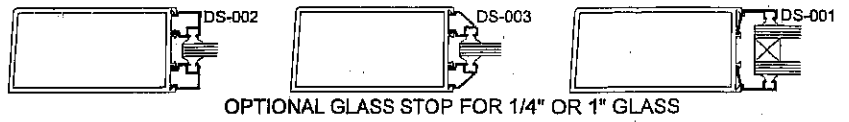
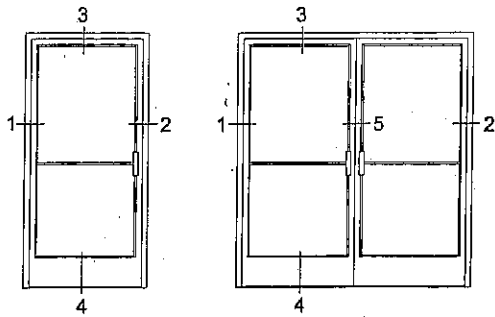
3.02 Installation

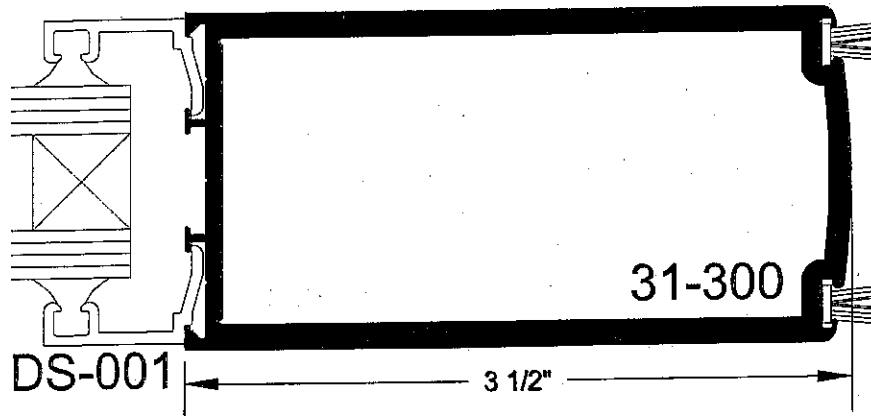
- A. Install in accordance with approved shop drawings and manufacturers installation instructions.

3.03 Field Quality Control

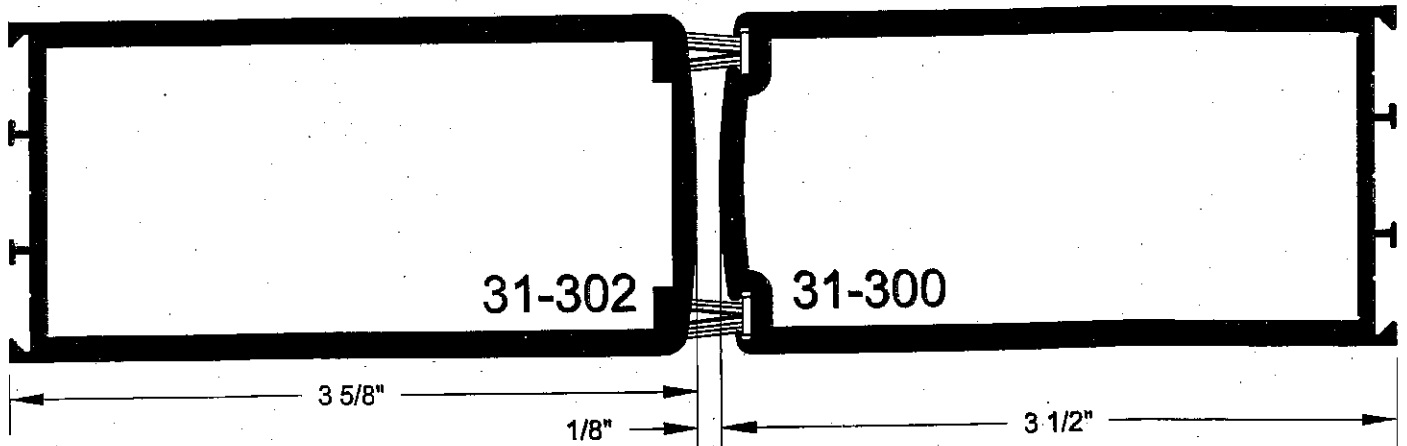
- A. Make all necessary final adjustments to attain normal operation of each door and its mechanical hardware.

END OF SECTION

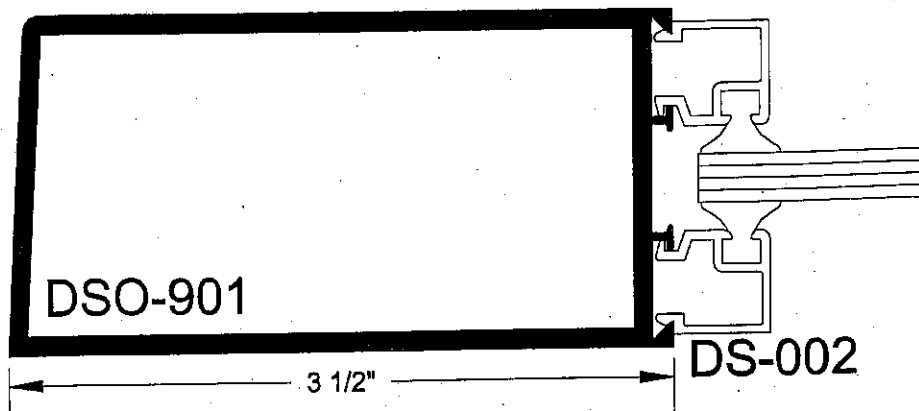




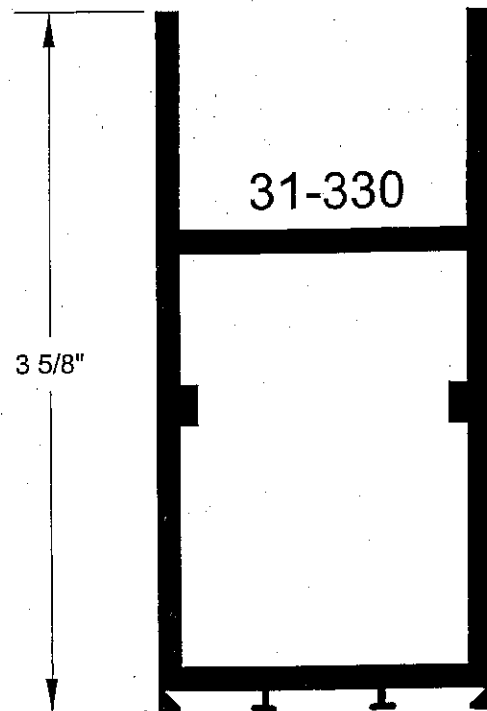
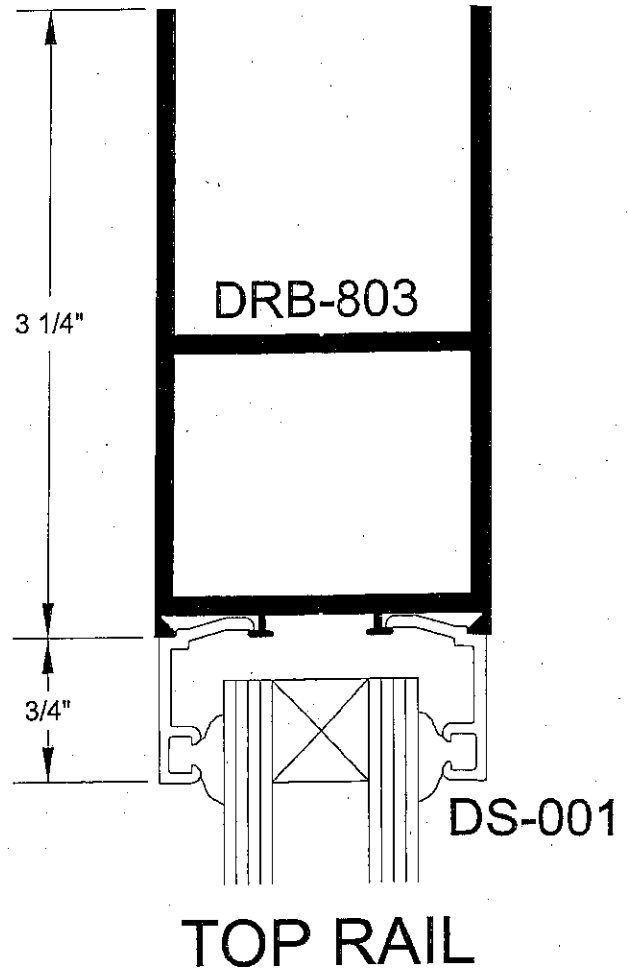
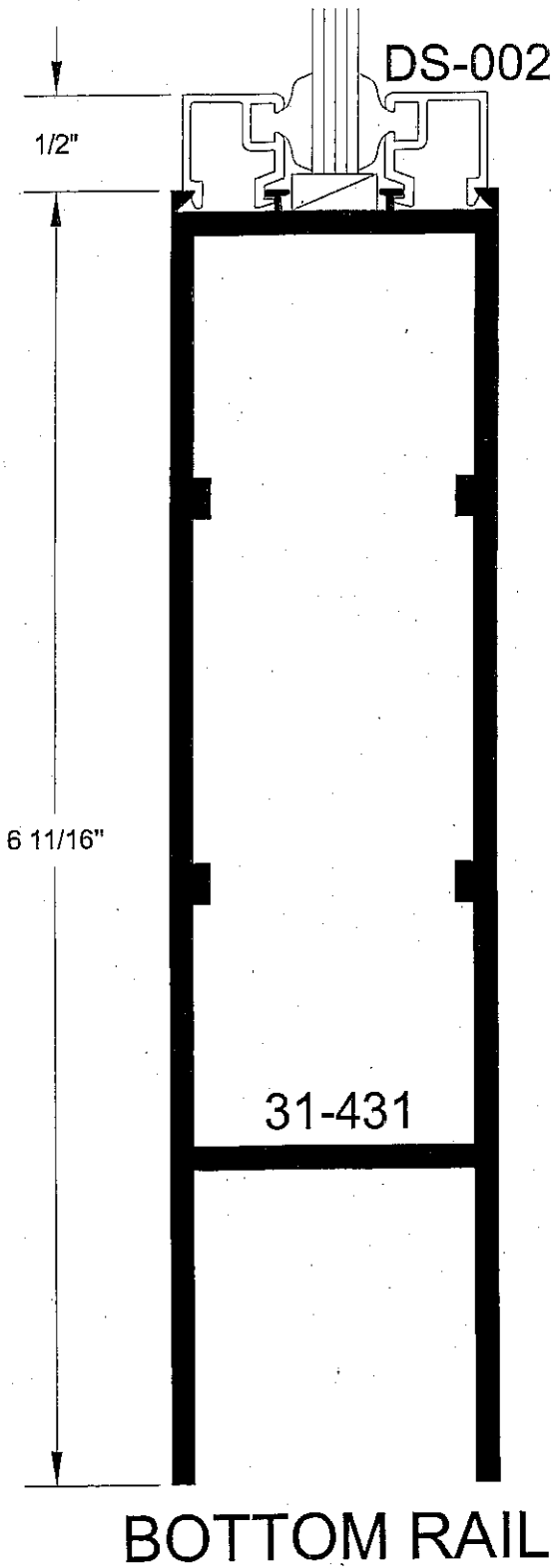
LOCK FOR CENTER HUNG DOOR



MEETING FOR OFFSET / CENTER HUNG DOOR



HINGE FOR OFFSET HUNG DOOR





DOWNTOWN FAÇADE IMPROVEMENT PROGRAM APPLICATION STAFF RECOMMENDATION

Date: April 2, 2012

Applicant: 12,500 Commercial Window Coverings, Inc.

Owner(s): Kathy Koenig

Address: 10921 SE Main St

Grant Request: \$4,456

Funding Recommendation: \$4,456

APPLICATION SUMMARY

A. Background

The site is located in the Downtown Storefront Zone DS. The building was constructed in 1907. The storefront was rebuilt in 1949.

B. Proposal

The applicant proposes to replace the storefront windows and entrance door.

C. Narrative provided by applicant

New windows and doors will enhance our retail storefront by creating a clean, inviting appearance that is both visually attractive and energy efficient.

D. Eligibility as determined by staff

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

E. Amount requested

The applicant has requested a matching grant of \$4,456. 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:

DLC Staff Recommendation—Downtown Façade Improvement Program
10466 SE Main St

Page 2 of 2

- Installing a blade sign for additional pedestrian visibility
- Replacing the unused entrance door with a window, or removing items that are blocking the glass area of the door for increased transparency

G. Next Steps

If the grant is awarded, competitive bids will be expected for any project components over \$5,000.



MILWAUKIE

Dogwood City of the West

To: Design and Landmarks Committee
From: Li Alligood, Assistant Planner
Date: March 26, 2012, for April 2, 2012, Worksession
Subject: Revised scope of work for façade improvement at 2036 SE Washington St

ACTION REQUESTED

Approve or deny the applicant's request for a revision to the approved scope of work, and provide direction to staff regarding reimbursement.

BACKGROUND INFORMATION

At the July 27, 2011, meeting of the DLC, the Committee approved a façade improvement program grant in the amount of \$7,371 for the building at 2036 SE Washington St (Bernard's Garage). The approved scope of work included:

1. Paint entire building
2. Replace window trim
3. Patch concrete walls on 21st Ave façade
4. Repair lighting and remove disused pipes from the façade
5. Replace large window on 21st Ave façade
6. Construct metal awning over 21st Ave entrance

The applicant, Siri Bernard, has completed all of the work with the exception of installing the awning. She is requesting a revision of the approved scope of work to delete the awning due to uncertainty regarding light-rail related sidewalk reconstruction along 21st Ave.

Per information submitted by the applicant, the estimated cost of the revised scope of work is \$9,800. The maximum grant amount would be revised to be 50% of the final eligible costs, and would be approximately \$4,800. To date, \$3,912.15 has been reimbursed to the applicant for items 1-4 above.

A. History of Prior Actions and Discussions

- **March 5, 2012:** The applicant requested revision of the scope of work to remove the awning. The Committee asked the applicant to return in April with additional information.
- **July 27, 2011:** The Committee approved a façade improvement program grant in the amount of \$7,371 for the building at 2036 SE Washington St (Bernard's Garage).

ATTACHMENTS

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

- A. Façade improvement grant for 2036 SE Washington St (Bernard's Garage)
1. Application approved July 27, 2011
 2. Letter from Siri Bernard to the DLC, dated February 24, 2012
 3. Letter from Claudia Steinberg, TriMet, to Siri Bernard, undated (provided by Siri Bernard)



RECEIVED
 JUL 13 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:	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 503.515.4322
Email:	siri.bernard@comcast.net
Describe proposed work:	<ul style="list-style-type: none"> • Paint entire building • Replace window trims that are rotted. Patch concrete around building. • Construct metal awning over 21st street entrance include permits • Replace large windows at 21st street entrance for code compliance • Repair lighting - remove old piping - permits for 21st street.
<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 awning and windows will give the 21st street entrance a neat + professional look. The lighting + concrete repair will provide safety + better look. The painting is needed + will be the same colors as now.</p>
<i>(Please refer, where applicable, to Downtown Design Guidelines.)</i>	
Total Project Cost Estimate and Grant Amount Requested	Total project cost = \$14742. Grant Request = \$ 7371.00
<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 \$ 7371. 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; and in substantial conformance with the proposal approved by the City of Milwaukie ("City"). 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 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

Sisi Bernard
Printed Name & Title

7/13/11
Date

Bernard's Garage, Inc
Signed on behalf of

This pilot program is being funded by the City of Milwaukie 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
 _____, hereinafter called lessor,
 and Bernard's Garage, Inc.
TENANT'S LEGAL TITLE
 _____, 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. _____ (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. JS MB (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. _____ (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

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, debris 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.

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



TRUST DEED

STATE OF OREGON, } ss.
County of _____

Milwaukie Downtown Dev Assoc LLC
11843 SW Grenoble Street
Wilsonville, OR 97070

Grantor's Name and Address

Bernard's Garage, Inc.
2036 SE Washington Street
Milwaukie, OR 97222

Beneficiary's Name and Address

After recording, return to (Name, Address, Zip):

Bernard's Garage, Inc.
2036 SE Washington Street
Milwaukie, OR 97222

JIM BERNARD

Clackamas County Official Records
Sherry Hall, County Clerk

2011-012565



01477251201100125650020027

\$52.00

02/24/2011 08:40:40 AM

M-TD Cnt=1 Stn=1 JANISKEL
\$10.00 \$16.00 \$16.00 \$10.00

NAME

TITLE

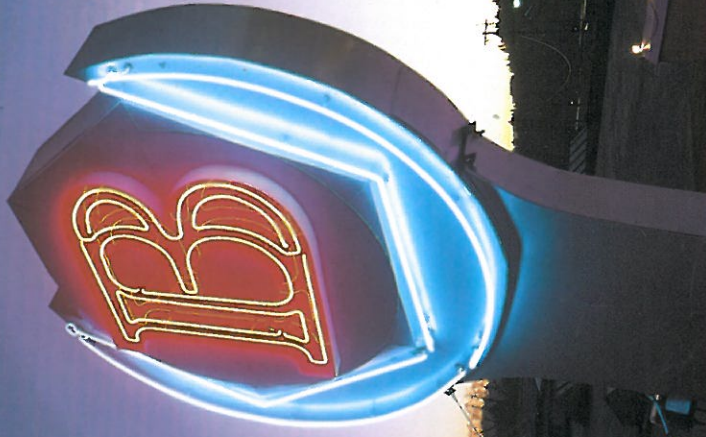
By _____, Deputy.

THIS TRUST DEED, made on February 1, 2011, between
Milwaukie Downtown Development Association, LLC, as Grantor,
Ticor Title, as Trustee, and
Bernard's Garage, Inc., as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee, in trust, with power of sale, the property in
Clackamas County, Oregon, described as:

Lots 2, 3, 4, 5, & 6: Block 37 in the City of Milwaukie.



BERNARD'S GARAGE, INC.

*Generations of Quality
Since 1925*

2036 S.E. Washington Street
Milwaukie, Oregon 97222

(503) 659-7722 Parts (503) 659-7723

BERNARD'S GARAGE, INC

2036 S.E. Washington Street
Milwaukie, Oregon 97222



*Generations
of Quality*
Since 1925





To be removed

Replace current unworking lights

Replace Reflective Windows



XFINITY Connect

siribernard@comcast.net

± Font Size ±

FW: window bid for office, Everclear Windows and Doors

From : Matt Kenaga <matt@everclearwindows.com>
Subject : FW: window bid for office, Everclear Windows and Doors
To : siribernard@comcast.net
Cc : john@bernardsgarage.com

Wed, Jul 13, 2011 07:03 PM

📎 1 attachment

From: Matt Kenaga [mailto:matt@everclearwindows.com]
Sent: Wednesday, July 13, 2011 12:02 PM
To: 'siribernard@comcast.com'
Subject: window bid for office, Everclear Windows and Doors
Importance: High

Hello,

OK, replacing the window with a big picture window with 2 awning windows (like you have now) going across the top. It will be Milgard Tuscany white vinyl windows, with Low-E Argon glass. That big window unit will be \$1720 + \$900 labor to install. The small window next to the door will be \$250 installed.
Total is \$2870

Replacing just the glass in the windows you already have will be \$2300 total including the small window.

I JUST got a price on the awning. It will be \$2200 installed. I've included a bad picture of the item (ignore the color). IF a permit has to be pulled for the awning, then we have to go to a much more expensive awning, since this one can't be engineered. Engineering costs \$90 hour if the city gets picky about anything on the awning.

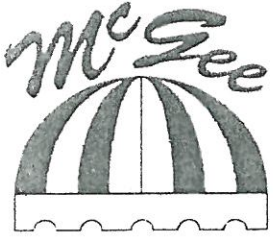
Thanks,

Matt Kenaga
Everclear Windows and Doors
17885 SE 82nd drive
Gladstone, Or., 97027
503-652-0592
503-659-4808 fax
everclearwindows.com



Awning CAS.jpg
91 KB

NO



620 SE WATER AVENUE
PORTLAND, OR 97214
SHADES (503) 235-4111
AWNINGS (503) 235-1188
FAX (503) 736-0609

PROPOSAL

SERVING OREGON FOR OVER 30 YEARS

EVERYTHING FOR THE WINDOW. BUT THE VIEW

SHADES - BLINDS - AWNINGS

CANVAS PRODUCTS

LINDS & AWNINGS, INC.

503-653-4173

CUSTOMERS NAME	PHONE	DELIVERY
Bernardo Canace	515 - 4322	<input checked="" type="checkbox"/> INSTALL <input type="checkbox"/> WILL CALL
ADDRESS	DATE	OTHER
2036 SE Washington	7/13/11	
CITY, STATE AND ZIP	TERMS	
Milwaukie, OR	1/2 deposit - Bal Net	

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	<p>Hello -</p> <p>Come back by the correct office door + windows.</p>		
1	<p>Aluminum to match the tent awning</p> <p>Alum awning complete Engineering + permits approx</p>	1795.00	2000.00
	<p>Sincerely</p> <p>Colin Handbrook</p>		
1	<p>Canvas awning complete if desired Engineering + permits approx</p>	964.00	1500.00

THANK YOU FOR YOUR BUSINESS!

DEPOSIT
BALANCE
DUE

ACCEPT THIS PROPOSAL AS PER THE TERMS STATED ABOVE.

CUSTOMER SIGNATURE

DATE

Siri Bernard

From: DUANE PROUTY [Duanep@msn.com]
Sent: Thursday, July 07, 2011 8:51 AM
To: siri@bernardsgarage.com
Subject: Fw: ESTIMATE
Attachments: John Sciarra 7-5-11.doc

----- Original Message -----

From: DUANE PROUTY
To: john@bernardsgarage.com
Sent: Tuesday, July 05, 2011 9:36 AM
Subject: Re: ESTIMATE

Hello John: I have attached the file for the bid. Just the proposal is copied below.

Thank you
Duane Prouty
Prouty's Electric Inc.
Cornerstone Electric LLC
360-798-3039

CORNERSTONE ELECTRIC LLC

PMB 453, Clackamas OR 97015, CCB# 158917

John Sciarra
Bernards Auto parts
2036 Southeast Washington Street
Milwaukie, OR 97222
503-659-7722
john@bernardsgarage.com

July 5, 201

I am pleased to submit the proposal for the electrical work. This is base on walk through done 7/2/20011 at the garage and photos.

1. Repair of the Electric sign to be done on a time and material bases \$85.00/hr
2. Remove old piping on out side of building on East side \$50.00
3. Replace 2 outside wall flood light with new 100 Watt Metal Halide wall packs and photo cells \$240.00 each
4. Repair weather head on power coming into Auto Part side \$100.00
5. Permit City of Milwaukie \$116.50

Total \$746.50 plus repair of the sign.

Exclusion: Fire alarm, pulling phone and data cables, sheet rock cutting and patching, any correction to existing work required by the inspector.

7/7/2011

This bid is good for 30 days. To schedule this work we ask for a 1/3 down payment. If accepted please sign and return or call to discuss any questions. Final payment should be by check or cash at job completion.

Warranty is for one year from the installation of the product. Warranty is void if tamper or altered by other or other contractor.

Payment is due upon completion of work.

Collection and Attorney fees will be, added to the bill accord to the rate that the law allows for unpaid bills.

If you have, any questions please call.

Thank you,

Sign _____

Duane Prouty

Duane Prouty Superintendent

Cornerstone Electric LLC

Cell 360-798-3039

Enclosed Oregon Disclosure please sign and return

1. **Consumer Protection Notice**
2. **Information Notice to Owner About Construction Liens**
3. **Notice of Procedure**

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

February 24, 2012

To: Design and Landmark Committee
City of Milwaukie

From: Siri Bernard
Bernard's Garage
503-515-4322

RE: Downtown Façade' Grant

Dear Li and Committee members,

Thank you for approving our design and maintenance improvements to our downtown Milwaukie property. We have completed and have been reimbursed for ½ of our project – the painting and the electrical updating. That reimbursement money allowed us to continue with our project – a new window for the office on 21st Street and an awning over the 21st Street entrance.

We have hit a snag, however. I have talked with Claudia Steinberg from TriMet and Wendy Hemmen with the City and they both tell me that there will be a drastic change in the configuration and the grading of the sidewalk in front of the 21st Street entrance. They expect it will be raised about a foot above the current level; but, they don't have the final dimensions yet. Before that happens, the 2 agencies and the owner must come to conclusions and agreements about how that will look and the compensation for some easements on the property.

This means that, even if the city approved the awning through our engineering dept and our permit dept as it stands now, the awning will be out of compliance when they change the sidewalk. The awning bids came in between \$2400 and \$5000 last year and I expect they will remain in that cost area. We need to wait for TriMet's decision on the sidewalk change before we invest in a new awning.

In light of the awning dilemma, it comes to my attention that my office window is 23" above the current sidewalk. That number will significantly

diminish if they raise the sidewalk by 12” and may make it out of compliance. Sigh.

I have the glaziers coming on Tuesday the 28th to install new windows in my office (reviewed by Brett) so I just don't know what to do about the change when they raise the walk. Claudia says that could be 1 ½ to 2 years from now or it could be this summer. Our cost to install new windows is just under \$2000.

Another factor in all this is that our business has been especially slow the last 2 months and we don't have the cash to dole out for the awning at this time. This may be seasonal with pre-tax return time. We expect to pick up in the spring but the cost of the awning would put us in a bind right now.

Because of all these special circumstances, I am asking for two things from the DLC.

- 1) The grant reimbursement for 1/2 of the window.
- 2) A written commitment from TriMet that they will fund the cost of reinstalling the awning after the sidewalk re-grade to correct the height. Also, a commitment from them about the window after the sidewalk change.

I realize I am asking for something different than our original grant agreement but I did not know about the TriMet grading changes that I am running up against at this time. I am asking for your help and advise about these circumstances.

Please feel free to call me at any time if you have any questions.

Thank you,

Siri

Hi Seri

Here is the Downtown Milwaukie light rail construction timeline per your request.

- April-2012 Bernard garage file assigned to appraiser
- April/May-2012 Appraisal process (includes site visit arranged by Claudia)
- June/July-2012 Offer to property owner
- June-2012
storm and sanitary sewer) Public utility relocation construction (relocate and install
- June-August-2012 Roadway work begins (demo, clear, excavate)
- Nov-2012-Feb-13 Sidewalks/driveways
- July 2012-Aug2013 Trackway work (clear, excavate)
- July-2013 Track crossing Washington Street
- Aug-2013 Track crossing Adams Street

Just want to stress these are approximate dates/timelines. Please let me know if you have any questions.

Sincerely,

Claudia

Claudia Steinberg

TriMet Community Affairs Manager