



CITY OF LA PINE, OREGON URBAN RENEWAL AGENCY

Tuesday, October 4, 2022, at 3:00 PM

Virtual Meeting on Zoom: <https://us02web.zoom.us/j/84178750526>

La Pine City Hall: 16345 Sixth Street, La Pine, Oregon 97739

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Hall at (541-536-1432). For deaf, hearing impaired, or speech disabled dial 541-536-1432 for TTY.

AGENDA

CALL TO ORDER

ESTABLISH QUORUM

PLEDGE OF ALLEGIANCE

ADDED AGENDA ITEMS

Any matters added to the Agenda at this time will be discussed during the “Other Matters” portion of this Agenda or such time selected by the Urban Renewal Agency.

APPROVAL OF MEETING MINUTES

- 1. September 6, 2022, Meeting Minutes.....3.

OLD BUSINESS

- 1. Gateway Arch (Discussion)
- 2. Project Signage (Discussion)

NEW BUSINESS

- 1. UR 2022-02 Storefront Improvement Application
 - a. Staff Report.....6.
 - b. Application.....8.
 - c. Color Samples.....11.
 - d. Bid 1.....12.
 - e. Bid 2.....13.
 - f. Deed/Ownership Documentation.....14.
 - g. Project Funding Statement.....19.
 - h. Photos.....20.
 - i. Insurance Endorsement.....22.

- 2. UR 2022-03 Storefront Improvement Application
 - a. Staff Report.....24.
 - b. Application.....26.
 - c. Color Samples.....29.
 - d. Bid 1.....30.
 - e. Bid 2.....31.
 - f. Deed/Ownership Documentation.....32.
 - g. Project Funding Statement.....34
 - h. Photos.....35.
 - i. Insurance Endorsement.....37.

- 3. Holiday Lighting Plan
 - a. Proposal.....39.

OTHER MATTERS

Only Items that were previously added above in the Added Agenda Items will be discussed.

PUBLIC COMMENTS

STAFF COMMENTS

BOARD MEMBER COMMENTS

ADJOURN MEETING

Pursuant to ORS 192.640: This notice includes a list of the principal subjects anticipated to be considered or discussed at the above-referenced meeting. This notice does not limit the ability of the Urban Renewal Agency - Cancelled to consider or discuss additional subjects. This meeting is subject to cancellation without notice. The regular meeting is open to the public and interested citizens are invited to attend.



CITY OF LA PINE, OREGON URBAN RENEWAL AGENCY

Tuesday, September 6, 2022, at 3:00 PM

Virtual Meeting on Zoom: <https://us02web.zoom.us/j/82128482427>

La Pine City Hall: 16345 Sixth Street, La Pine, Oregon 97739

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MINUTES

1. CALL TO ORDER

Meeting was called to order at 3:00 p.m. by Board Chair Russell.

2. ESTABLISH QUORUM

PRESENT

Vicki Russell, Colleen Scott, Scott Asla, Anne Gawith, Andrea Hine

ABSENT

None

STAFF

City Manager Geoff Wullschlager

SLED Director Patricia Lucas

3. PLEDGE OF ALLEGIANCE

4. ADDED AGENDA ITEMS

Any matters added to the agenda at this time will be discussed during the "Other Matters" portion of this Agenda or such time selected by the Urban Renewal Agency.

None

5. APPROVAL OF MEETING MINUTES

1. July 5, 2022 Meeting Minutes

Motion made by Scott Asla to approve the July 5, 2022, meeting minutes. Second was made by Andrea Hine.

Voting Yea: Asla, Gawith, Scott, Hine, Russell

Voting Nay: None

6. OLD BUSINESS

1. Gateway Arch (Discussion)

City Manager Wullschlager reported that no new movement has been made as it has been determined that an RFP will need to be issued by way of state and city procurement rules. Mr. Asla stated that he had forwarded information from CORAL construction to the City Manager, who is a contractor that has expressed interest in participating in the RFP process.

7. NEW BUSINESS

1. Dermatology Health Specialists Storefront Improvement Program Application

Tammy Wisco of 16440 3rd St. La Pine OR introduced herself. She explained the design she is proposing as prepared by Pinnacle Architecture. She then handed out the two bids that she had received to date, and as required by the program. She went on to explain the status of the building, the proposed window replacement (included in bids) due to failure, and other esthetic project elements. She further stated that the low bid was much lower and given this circumstance, that she may be able to include a metal roof in addition to the façade improvements.

Ms. Wisco asked the agency board for their feedback on the design elements as submitted and stated that she is asking for the full funding available. She did state that she is ready for the improvement schedule to start but understands that there is a waiting period possibly due to the land use review process as required by the city. When asked which of the two aesthetic pallets submitted Ms. Wisco preferred she did not indicate a selection. Board members were given guidance from CM Wullschlager regarding board discretion in implementing Cascadian design style element requirements. The board did indicate that they preferred the blue and black combination elements as presented.

The board discussed approval of the application and CM Wullschlager noted that there were several elements of the application package that needed to be completed before approval could be finalized. The board agreed to entertain a vote with the following two conditions of approval requiring completion before final approval and contractual execution of the grant.

2 Conditions:

- a. Approval of zoning application required by the La Pine Community Development Department
- b. Review and approval of Operating Agreement by City Attorney

3. Vote:

Motion was made by Scott Asla to approve Dermatology Health Specialists Storefront Application with conditions as presented and established. Second was made by Colleen Scott.

Voting Yea: Asla, Gawith, Scott, Hine, Russell

Voting Nay: None

8. OTHER MATTERS

Only Items that were previously added above in the Added Agenda Items will be discussed.

None at this time.

9. PUBLIC COMMENTS

Adrienne Baumann – Legend Cider - Taking a 19,000 sq. ft. building and dividing it into three (3) spaces. Legend is taking 9,000 sq. ft to expand their business, there may be a gym in another, space, possibly a bison meat company and pottery business in the building as well. Outside of Legend brewery space there will be a tasting room, production space, and growler fill. They plan on utilizing the extra space for attractions to bring people to the area and to accommodate the new housing coming in.

They have already brought in a glass garage door and plan on bringing in new windows with a blue theme. She wants to know how she can utilize and maximize the project at this time but as she is sectioning the building into three it was asked if the building/applicant/owner could exceed the annual maximum, on grant funds, so that each space could utilize an enhancement.

CM Wullschlager explained the current rules within the storefront improvement program, and it was stated that the limitations on the program would be restricted to one total grant of \$20,000 per year per building.

Board members agreed with this interpretation/explanation of the grant program rules and intent. It was discussed with Ms. Baumann that maybe program restrictions could be open to discussion in the future but at the current time the program limits of \$20,000 per year were to apply equally to buildings regardless of number of tenants or size of building.

10. STAFF COMMENTS

None

BOARD MEMBER COMMENTS

Mr. Asla would like permission to get sign proofs from Delinen signs for projects that are benefiting from Urban Renewal. Ms. Gawith would like signs produced by local businesses. The board would like the city to seek pricing. Also, they would like to get designs from both. The board has given CM Wullschlager discretion to employ design ideas and slogans to individual bidders.

Ms. Gawith wanted to state that we should probably consider size of buildings in the future and how that may relate to awarding within the storefront improvement program. Ms. Baumann went on to state she supported this concept and further suggested the city should consider how the program is employed to benefit those who own large pieces of property, in addition to how the city may incentive lessors who want to invest in properties.

ADJOURN MEETING

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CITY OF LA PINE

STAFF REPORT

Meeting Date: October 4, 2022
TO: Urban Renewal Agency
FROM: Geoff Wullschlager, City Manager
SUBJECT: Storefront Improvement Program Application UR2022-02

- | | | | |
|-------------------------------------|-------------------------|--------------------------|------------------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | No Action – Report Only | <input type="checkbox"/> | Public Hearing |
| <input checked="" type="checkbox"/> | Formal Motion | <input type="checkbox"/> | Other/Direction: |

Agency Board Members:

This staff report has been prepared to assist in your assessment of Storefront Improvement Program Application UR2022-02. Please review the notes and recommendations below:

- a. A completed application: **(COMPLETE)** The application form is complete as received and no other information is required for the applicant.
- b. A detailed written description of proposed improvements for the project: **(COMPLETE)** The applicant has provided a written description of the work to be performed in the space provided on the application. **It needs to be confirmed that improvements are visible from public streets and sidewalks.**
- c. Digital set of plans: **(INCOMPLETE)** As the work proposed is exterior cover only, with no adjustments to façade shape, size, or area, it is at the discretion of the Urban Renewal Board to waive this requirement. Please consider how any waiver of requirement may be requested in reference to future applications.
- d. Color Scheme Samples: **(COMPLETE)** Submitted as required.
- e. If the grant request is less than \$5,000, the applicant must submit a rendering of the proposed project: **(INCOMPLETE)** The applicant has not produced a physical rendering, or depiction, but has provided a verbal description. As the work proposed is exterior cover only, with no adjustments to façade shape, size, or area, it is at the discretion of the Urban Renewal Board to waive this requirement. Please consider how any waiver of requirement may be requested in reference to future applications.
- f. Project cost/budget (including but not limited to construction expenses, fees, permits, design costs): **(COMPLETE BUT INCORRECT)** The applicant submitted the following project costs:

Total Project: \$4,500 (as listed)
Applicant Contribution: \$920
Anticipated URA Contribution: \$3,680
Total: \$4,600 (as computed)

This projection is incorrect on total amount, in addition to the 20/80 ratio of contributions. Furthermore, the URA should consider the acceptance of the lower of the two bids:

Bid 1.: \$4,500

Bid 2.: \$4,280

If bid 2. is accepted the breakdown would be as follows:

Total Project: \$4,280

Applicant Contribution (20%): \$856

Anticipated URA Contribution (80%): \$3,424

Photos of proposed project area: **(INCOMPLETE)** No photos were included with the application. As the work proposed is exterior cover only, with no adjustments to façade shape, size, or area, it is at the discretion of the Urban Renewal Board to waive this requirement. Please consider how any waiver of requirement may be requested in reference to future applications.

- g. Construction schedule for project: **(COMPLETE)** Bid number 2. has provided a construction schedule.
- h. Two competitive bids from a licensed and bonded trades/professional. **(COMPLETE)** Two bids have been provided, and both bidders have CCB# licenses listed.
- i. Evidence of ownership of property (including but not limited to a deed of trust) or copy of lease. Lessees must have written authorization from property owner. **(COMPLETE)**
- j. Applicant must provide a statement on source of project funding that includes the required private match, and other funds that may be applicable to undertake the balance of the work not funded by the Urban Renewal Agency. This could include a letter from a bank, account balance statement or other approved document.: **(COMPLETE)**

Urban Renewal Agency authorization of a grant will be subject to the following conditions:

- a. Certificate of insurance showing adequate coverage and naming the City and Urban Renewal Agency as additional insureds with respect to the work proposed. **(COMPLETE)**
- b. Building/sign permits, if required. **(NOT REQUIRED)**
- c. Applicant's signed acceptance of an Urban Renewal Agency Letter of Approval of the grant. **(PENDING)**
- d. Applicant posting match/grant information sign 5 days prior to, during, and 5 days post construction. **(PENDING)**
- e. Copy of contracts between the owner and contractor. All contractors are to be registered and bonded by the State of Oregon. **(PENDING)**

Staff Recommendation: Take into consideration the completeness of the application, if omissions (if any) are unnecessary to the scope of work and the merit of the application being presented, and if waiving any requirements will present conflicts with later applications.

If the board is in general support, please have a member make a motion for approval of UR2022-02, with a separate member moving for a second, and then take a roll call vote.



STOREFRONT IMPROVEMENT GRANT PROGRAM

URBAN RENEWAL AGENCY

City of La Pine
P.O. Box 2460
16345 Sixth Street
La Pine, OR 97739
Phone: 541.536.1432
E-mail:
arepko@lapineoregon.gov
www.lapineoregon.gov

APPLICANT/OWNER INFORMATION

APPLICANT NAME: <u>MARK Miller</u>	E-MAIL: <u>DEEDONtrade@gmail.com</u>
BUSINESS NAME (if applicable): <u>M&K Properties unlimited LLC.</u>	
APPLICANT MAILING ADDRESS: <u>PO Box 1186</u>	PHONE: <u>541-639-1533</u>
CITY, STATE, ZIP: <u>LA Pine, OR. 97739</u>	FAX:
CO-APPLICANT NAME (if applicable):	E-MAIL:
MAILING ADDRESS:	PHONE:
CITY, STATE, ZIP:	FAX:
PROPERTY OWNER NAME (if applicable): <u>SAME AS ABOVE</u>	E-MAIL:
MAILING ADDRESS:	PHONE:
CITY, STATE, ZIP:	FAX:

SITE INFORMATION

SITE ADDRESS: <u>51515 Huntington Rd</u>	BUILDING TAXLOT & MAP NUMBER (if known): <u>TAX # 115109 MAP-221015-AA-05700</u>
CITY, STATE, ZIP: <u>LA Pine, OR. 97739</u>	OWNER OCCUPIED OR LEASED? <u>Leased</u>
CURRENT USE OF BUILDING: <u>Leased OFFICE SPACE.</u> <u>x DMU OFFICE.</u> <u>x Deshutes County TITLE Co.</u>	

GRANT REQUEST INFORMATION

GRANT REQUEST AMOUNT: \$ <u>4500.00</u>	
PRIVATE TO PUBLIC MATCH AS RATIO: <u>20 80</u>	
AMOUNT AND SOURCE OF PRIVATE MATCHING FUNDS (i.e., savings account, line of credit, etc.): <u>SAVING Acct.</u>	
AMOUNT & SOURCE OF ADDITIONAL GRANTS OR FUNDING (should not include private match): <u>\$ 3680.00</u>	
TOTAL SOURCES OF FUNDING (excluding grant request): \$ <u>920.00</u>	
ANTICIPATED START DATE OF CONSTRUCTION: <u>October 19th, 2022</u>	ANTICIPATED CONSTRUCTION COMPLETION DATE: <u>October 21, 2022</u>

ARCHITECT INFORMATION

APPLICANT'S ARCHITECT:	E-MAIL:
MAILING ADDRESS:	PHONE:
CITY, STATE, ZIP:	FAX:

N/A

ARCHITECT CERTIFICATION NUMBER (applicant's architect fees are eligible for grant if architect is Oregon certified):

PROJECT SUMMARY

IN THE SPACE BELOW PROVIDE A BRIEF DESCRIPTION OF PROPOSED PROJECT (UP TO 300 words)

*Contractor will Prep all Siding & Facia Areas.
Prime all siding & Facia Areas. Paint & caulk
Siding & Facia of Building. Entire Building,
ALL Sides to Be Included.*

A COMPREHENSIVE PROJECT PROPOSAL MUST ACCOMPANY THIS APPLICATION AND INCLUDE THE FOLLOWING. THESE DETAILS, WHICH WILL ASSIST THE URBAN RENEWAL BOARD TO BETTER UNDERSTAND THE PROPOSED PROJECT. PLEASE USE THIS LIST AS A CHECKLIST OF ALL ITEMS THAT MUST BE PART OF YOUR APPLICATION PACKAGE.



For All Funding Requests:

- A completed application. ✓
- A detailed written description of proposed improvements for the project. ✓
- Digital set of plans.
- Color scheme samples. ✓
- If the grant request is less than \$5,000, the applicant must submit a rendering of the proposed project.
- If the grant request is over \$5,000, the applicant must submit official architectural and engineering renderings/drawing from a licensed architect.
- Project costs/budget (including but not limited to construction expenses, fees, permits, design costs).
- Photos of proposed project area.
- Construction schedule for project.
- Land Use approval, if needed.
- Two competitive bids from a licensed and bonded trades/professional.
- Evidence of ownership of property (including but not limited to a deed of trust) or copy of lease. Lessees must have written authorization from the property owner.
- If applicant is other than an individual, evidence of authorization to enter into the grant agreement (e.g., corporate resolution, partnership agreement, bylaws, and articles of incorporation or other as approved by the Urban Renewal Agency legal counsel).
- Applicant must provide a statement on source of project funding that includes the required private match, and other funds that may be applicable to undertake the balance of the work not funded by the Urban Renewal Agency. This could include a letter from a bank or lender, account balance statement or other approved document.

CERTIFICATION OF APPLICANT

The applicant certifies that all information in this application and all information furnished in support of this application is given for the purpose of obtaining a grant and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property to be rehabilitated, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the rehabilitation work on the property. Evidence of this authority is attached.

APPLICANT'S SIGNATURE: 	CO-APPLICANT'S SIGNATURE (if applicable)
DATE: 9/3/2022	DATE:
BUILDING OWNER'S SIGNATURE: 	
DATE: 9/3/2022	

----- DO NOT FILL IN BELOW THIS LINE -----

APPROVED WITH CONDITIONS (BELOW)
 DEFERRED
 DENIED

CONDITIONS:

The following mandatory requirements are included as conditions of approval relative to this submittal:

Additional conditions:

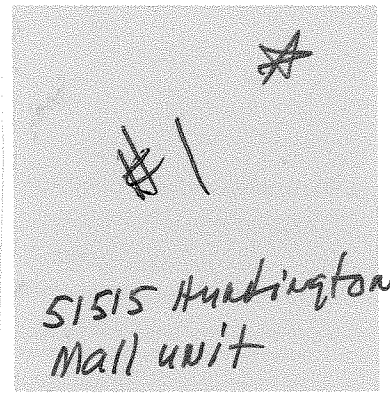
Committee Member: _____ DATE: _____

Committee Member: _____ DATE: _____

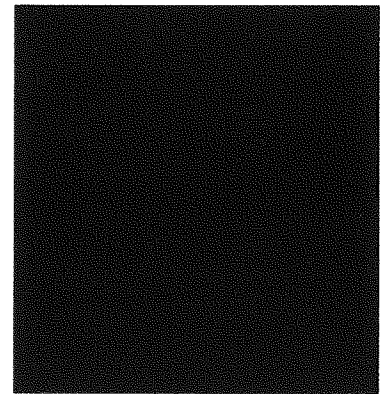
The meeting minutes will be attached to the application after the La Pine URA has taken action on the request.

Linen
CW-W6

Mail Exterior



Haven of Coziness
N-C1



Star Anise
N-W32

Painting

southco11 <southco11@aol.com>
To: deedontrade@gmail.com

9 August 2022 at 06:45

SOUTH COUNTY SHEET METAL & SPECIALTIES ccb# 194225
16062 Pine drop ln. La pine, Ore. 97739

Proposal for paint

Mark Miller
deedontrade@gmail.com
541.640.0557

51515 Huntington rd
La pine, Ore. 97739

Pressure wash.
Prep
Painting
Clean up

Tom Crumley
541.420.2929
southco11@aol.com

Sent from my Verizon, Samsung Galaxy Tablet

southco11 <southco11@aol.com>
To: deedontrade@gmail.com

9 August 2022 at 06:51

SOUTH COUNTY SHEET METAL & SPECIALTIES INC CCB# 194225
16062 Pine drop ln. La pine, Ore. 97739

Proposal for painting

Mark Miller
deedontrade@gmail.com
541.640.0557

51515 Huntington rd.
La pine, Ore. 97739

Pressure washing.
Prep
Painting
Clean up.

Total= \$4500.00

Mountains Edge Construction CCB# 237714

53784 Bridge Dr.
 La Pine, OR 97739 US
 (541) 640-0882
 mountainsedgeconstructionllp@gmail.com



Estimate

ADDRESS
Mark Miller
 Po Box 1186
 La Pine, oregon 97739

ESTIMATE 1039
 DATE 04/30/2022
 EXPIRATION DATE 05/30/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Labor	labor three guys for 3 days	72	45.00	3,240.00
	Materials	20 gallons of ext. flat super paint, 4 gallons of satin ext. super paint. 1 gallon of peal bond primer, caulking and masking supplies.	1	1,040.00	1,040.00

TOTAL **\$4,280.00**

Job Location:
 51515 Huntington Rd. La Pine OR 97739

Job Details:
 Step 1- Power wash entire building to remove all dirt and loose paint.

Step 2- scrape any remaining loose paint off, re-caulk any failing caulking, fill holes in siding and facia.

Step 3- spot prime any bare wood, and anywhere we had to scrape loose paint, thus prevents future pealing.

Step 4- mask of all windows, lights, outlets, and anything else that's not supposed to get painted. We will remove all signs and address numbers, to be reinstalled after job is Completed.

Step 4- We will apply 2 coats of paint, matched to existing color, to entire building.

Step 5- Paint all columns, and facia with two coats of matching existing color and sheen.

Mountains Edge Construction will be responsible for purchasing all Paint and Materials. We are also responsible for removing all trash from masking, and caulking. All work will be performed in a professional matter, all work will be completed to building's owners satisfactio

How did we do? Please rate your experience!

<https://g.page/r/CVSBmcfjM3XREAL/review>



Deschutes County Property Information

Report Date: 9/15/2022 9:35:00 AM

ownership Details

Disclaimer

The information and maps presented in this report are provided for your convenience. Every reasonable effort has been made to assure the accuracy of the data and associated maps. Deschutes County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. Deschutes County explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Deschutes County shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused. Deschutes County assumes no liability for any decisions made or actions taken or not taken by the user of this information or data furnished hereunder.

Account Summary

Account Information

Mailing Name: M&K PROPERTIES UNLIMITED LLC
Map and Taxlot: 221015AA05700
Account: 115109
Tax Status: Assessable
Situs Address: 51515 HUNTINGTON RD, LA PINE, OR 97739

Ownership

Mailing Address:
M&K PROPERTIES UNLIMITED LLC
PO BOX 3412
LA PINE, OR 97739

Property Taxes

Current Tax Year: \$5,304.45
Tax Code Area: 1127

Assessment

Subdivision: LAPINE
Lot: 30
Block: 33
Assessor Acres: 0.40
Property Class: 201 -- COMMERCIAL

Valuation

Real Market Values as of Jan. 1, 2021

Land	\$134,100
Structures	\$180,210
Total	\$314,310

Current Assessed Values:

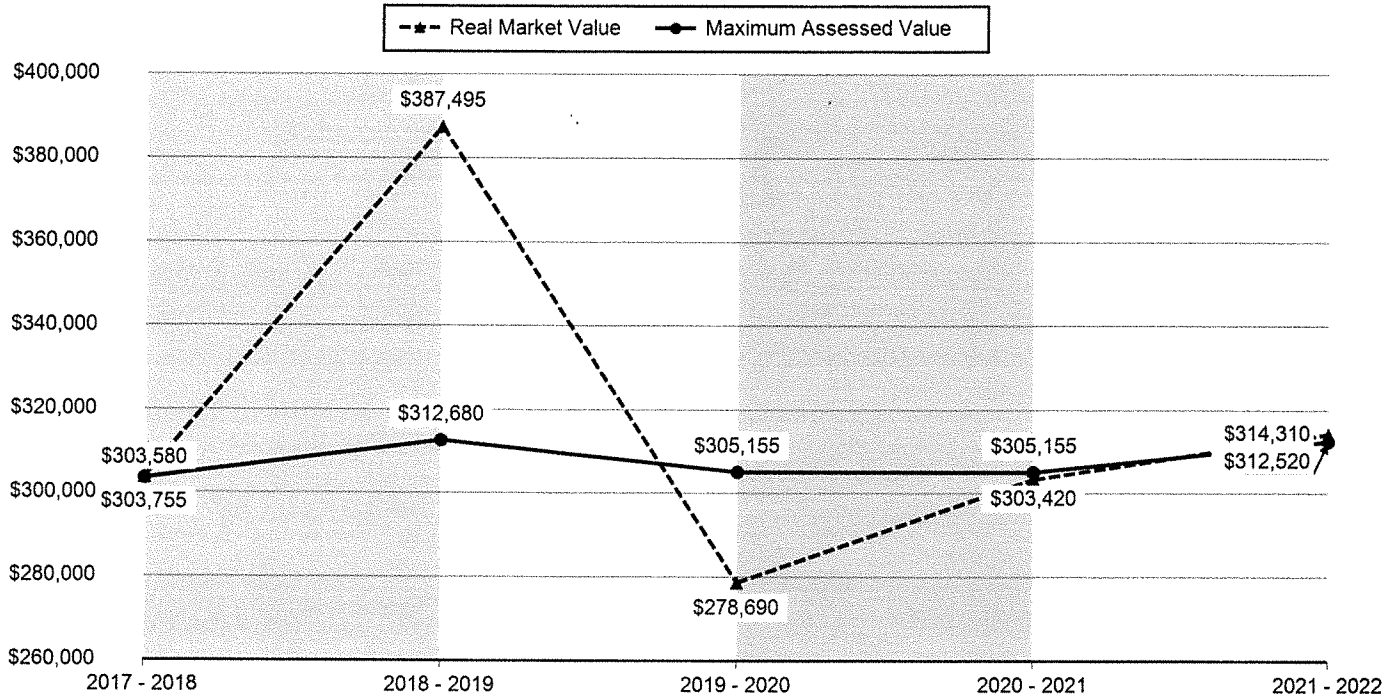
Maximum Assessed	\$312,520
Assessed Value	\$312,520
Veterans Exemption	

Warnings, Notations, and Special Assessments

Review of digital records maintained by the Deschutes County Assessor's Office, Tax Office, Finance Office, and the Community Development Department indicates that there are no special tax, assessment or property development related notations associated with this account. However, independent verification of the presence of other Deschutes County tax, assessment, development, and additional property related considerations is recommended. Confirmation is commonly provided by title companies, real estate agents, developers, engineering and surveying firms, and other parties who are involved in property transactions or property development. In addition, County departments may be contacted directly to discuss the information.

Valuation History *All values are as of January 1 of each year. Tax year is July 1st through June 30th of each year.*

	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022
Real Market Value - Land	\$88,945	\$112,535	\$117,220	\$128,940	\$134,100
Real Market Value - Structures	\$214,810	\$274,960	\$161,470	\$174,480	\$180,210
Total Real Market Value	\$303,755	\$387,495	\$278,690	\$303,420	\$314,310
Maximum Assessed Value	\$303,580	\$312,680	\$305,155	\$305,155	\$312,520
Total Assessed Value	\$303,580	\$312,680	\$278,690	\$303,420	\$312,520
Veterans Exemption	\$0	\$0	\$0	\$0	\$0



Sales History

Sale Date	Seller	Buyer	Sale Amount	Sale Type	Recording Instrument
03/20/2017	BUSCHER FAMILY TRUST	M&K PROPERTIES UNLIMITED LLC	\$275,000	27-TRANSACTION MUST BE CONFIRMED	2017-11386
08/10/2015	BUSCHER,SANDRA K	BUSCHER, ROBERT L & SANDRA K CO-TTEES	\$0	08-GRANTOR/GRANTEE ARE THE SAME	2015-33476
06/11/2003	BUSCHER,ROBERT L & SANDRA K	BUSCHER,SANDRA K	\$0	06-GRANTEE IS RELATED/FRIENDS/BUSINESS ASSOCIATES	2003-39538

Service Providers *Please contact districts to confirm.*

Category	Name	Phone	Address
COUNTY SERVICES	DESCHUTES COUNTY	(541) 388-6570	1300 NW WALL ST, BEND, OR 97703
FIRE DISTRICT	LA PINE RURAL FIRE PROTECTION DISTRICT	(541) 536-2935	51590 HUNTINGTON RD, LA PINE, OR 97739
SCHOOL DISTRICT	BEND - LA PINE SCHOOL DISTRICT	(541) 355-1000	520 NW WALL ST, BEND, OR 97703
ELEMENTARY SCHOOL ATTENDANCE AREA	LA PINE ELEMENTARY SCHOOL	(541) 355-8000	51615 COACH RD, LA PINE, OR 97739
MIDDLE SCHOOL ATTENDANCE AREA	LA PINE MIDDLE SCHOOL	(541) 355-8200	16360 1ST ST, LA PINE, OR 97739
HIGH SCHOOL ATTENDANCE AREA	LA PINE HIGH SCHOOL	(541) 355-8400	51633 COACH RD, LA PINE, OR 97739
EDUCATION SERVICE TAX DISTRICT	HIGH DESERT EDUCATION SERVICE DISTRICT	(541) 693-5600	145 SE SALMON AVE, REDMOND, OR 97756
COLLEGE TAX DISTRICT	CENTRAL OREGON COMMUNITY COLLEGE	(541) 383-7700	2600 NW COLLEGE WAY, BEND, OR 97703
PARK & RECREATION DISTRICT	LA PINE PARK & RECREATION DISTRICT	(541) 536-2223	16405 1ST ST, LA PINE, OR 97739
LIBRARY DISTRICT	DESCHUTES PUBLIC LIBRARY	(541) 617-7050	601 NW WALL ST, BEND, OR 97703
WATER SERVICE PROVIDER	LA PINE, CITY OF	(541) 419-5625	PO BOX 2460, LA PINE, OR 97739
LIVESTOCK DISTRICT	DESCHUTES RIVER REC HOMESITES LIVESTOCK DISTRICT	(541) 388-6623	1300 NW WALL ST, BEND, OR 97703
GARBAGE & RECYCLING SERVICE	WILDERNESS GARBAGE & RECYCLING SERVICE	(541) 536-1194	51420 RUSSEL RD, LA PINE, OR 97739

AFTER RECORDING RETURN TO:
AMERITITLE
57100 Beaver Dr., Bldg. 5, Ste. 130, PO Box 4325
Sunriver, OR 97707

FILE NO. 157625AM

Deschutes County Official Records		2017-011387
M-DT		03/24/2017 03:48:00 PM
Stn=0 BN		
\$11.00 \$10.00 \$21.00 \$20.00 \$6.00		\$68.00
i, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.		
Nancy Blankenship - County Clerk		

Grantor:
M & K Properties Unlimited, LLC
P.O. Box 3412
La Pine, OR 97739

Beneficiary:
Robert L. Buscher and Sandra K. Buscher, Co-Trustees of the Buscher Family Trust dated August 10, 2015
21355 Stone Road
Sheridan, OR 97378



TRUST DEED
(Due on Sale)

THIS TRUST DEED, made on March 17, 2017, between M & K Properties Unlimited, LLC, as Grantor, AmeriTitle, an Oregon Corporation, as Trustee, and Robert L. Buscher and Sandra K. Buscher, Co-Trustees of the Buscher Family Trust dated August 10, 2015 or the survivor thereof, as Beneficiary,

WITNESSETH:

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

Lots 30 through 36, Block 33, La Pine, recorded August 1, 1918, in Cabinet A, Page(s) 55, Deschutes County, Oregon.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of **Two Hundred Twenty Five Thousand Dollars and No Cents, with interest thereon** according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made payable by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable **March 24, 2027**.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned, or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein or herein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees:

To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

1. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefore.
2. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
3. To provide and continuously maintain insurance on the buildings now or hereafter erected on said premises against loss or damage by fire and such other hazards, as the beneficiary may from time to time require, in an amount not less than the \$225,000.00, written by one or more companies acceptable to the beneficiary, with loss payable to the latter. All policies of insurance shall be delivered to the beneficiary as soon as insured. If grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
4. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefore to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with obligations described in paragraphs

NOTE: The Trust Deed Act provides that the Trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company, or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

5. To pay all costs, fees and expenses of this trust deed including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.
6. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decrees of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

7. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any such reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.
8. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.
9. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.
10. The entering upon and taking possession of said property, the collection of such rents, issues and profits, and the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
11. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.752 to 86.815.
12. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.778, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.
13. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.
14. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.
15. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.
16. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee. The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized

in fee simple of the real property and has a valid, unencumbered title thereto and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above-described note and this trust deed are primarily for (check one):

- grantor's personal, family, or household purposes.
Initial: _____
- OR
- organization or (even if grantor is a natural person) are for business or commercial purposes.
Initial: MM KM

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors, and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

M & K Properties Unlimited, LLC

By: [Signature]
Mark Miller, Manager

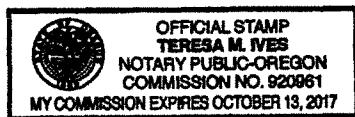
By: [Signature]
Karen Miller, Member

State of _____ OR} ss
County of _____ Deschutes}

On this 24 day of March, 2017, in the year 17, before me, Teresa M Ives a Notary Public in and for said state, personally appeared Mark Miller and Karen Miller known or identified to me to be the Managing Member in the Limited Liability Company known as M & K Properties Unlimited, LLC who executed the foregoing instrument, and acknowledged to me that he/she executed the same in said LLC name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public for the State of Oregon
Residing at: [Address]
Commission Expires: 10/13/17





9/2/2022

To whom this may concern,

This letter is to confirm that Mark Miller, with M & K Properties Unlimited LLC has sufficient funds to cover the \$1620.00 expense for the painting project.

Please reach out with any questions.

Thank you,

A handwritten signature in black ink that reads "Heather Dollarhyde".

Heather Dollarhyde

Personal Banker – La Pine Branch

51535 Huntington Rd / P O Box 2700

La Pine, Oregon 97739

541-536-9232 (office phone)



wafdbank.com





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
POLICY CHANGES

POLICY NUMBER 36X5412004	EFFECTIVE DATE 09-13-2022	ADD'L PREMIUM	RETURN PREMIUM	POLICY CHANGE NO.
ISSUED TO M & K PROPERTIES UNLIMITED LLC				
AGENT 068-508 CONNIE C BURNS AGENCY INC		CUSTOMER BILLING ACCOUNT 021-322-480 43		

The following item(s):

- | | |
|---|---|
| <input type="checkbox"/> Additional Interested Parties | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Covered Property/Location Description | <input checked="" type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Insured's Name | <input type="checkbox"/> Deductibles |
| <input type="checkbox"/> Insured's Mailing Address | <input type="checkbox"/> Limits/Exposures |
| <input type="checkbox"/> Insured's Legal Status/Business of Insured | <input type="checkbox"/> Premium Determination |
| <input type="checkbox"/> Underlying Insurance | <input type="checkbox"/> Rates |
| <input type="checkbox"/> Policy Number | |

is (are) changed as follows:

BUSINESSOWNERS POLICY

THE FOLLOWING CHANGES APPLY TO ALL PREMISES:

THE FOLLOWING IS ADDED:

LIABILITY FORMS AND ENDORSEMENTS APPLYING TO ALL PREMISES:
 BP 04 48 01 06 ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

All other terms remain unchanged.

Page 01 of 01

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.
MADISON, WISCONSIN

AUTHORIZED REPRESENTATIVE

William B. Vestuto
President

John P. Eck
Secretary

COUNTERSIGNED LICENSED RESIDENT AGENT

POLICY NUMBER: 36X5412004

BUSINESSOWNERS
BP 04 48 01 06

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE
<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>CITY OF LA PINE & URBEN RENEWAL AGENCY</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph C. **Who Is An Insured** in **Section II – Liability**:

- Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.



CITY OF LA PINE

STAFF REPORT

Meeting Date: October 4, 2022
TO: Urban Renewal Agency
FROM: Geoff Wullschlager, City Manager
SUBJECT: Storefront Improvement Program Application UR2022-03

- | | | | |
|-------------------------------------|-------------------------|--------------------------|------------------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | No Action – Report Only | <input type="checkbox"/> | Public Hearing |
| <input checked="" type="checkbox"/> | Formal Motion | <input type="checkbox"/> | Other/Direction: |

e

Agency Board Members:

This staff report has been prepared to assist in your assessment of Storefront Improvement Program Application UR2022-03. Please review the notes and recommendations below:

- a. A completed application: **(COMPLETE)** The application form is complete as received and no other information is required for the applicant.
- b. A detailed written description of proposed improvements for the project: **(COMPLETE)** The applicant has provided a written description of the work to be performed in the space provided on the application. **It needs to be confirmed that improvements are visible from public streets and sidewalks.**
- c. Digital set of plans: **(INCOMPLETE)** As the work proposed is exterior cover only, with no adjustments to façade shape, size, or area, it is at the discretion of the Urban Renewal Board to waive this requirement. Please consider how any waiver of requirement may be requested in reference to future applications.
- d. Color Scheme Samples: **(COMPLETE)** Submitted as required.
- e. If the grant request is less than \$5,000, the applicant must submit a rendering of the proposed project: **(INCOMPLETE)** The applicant has not produced a physical rendering, or depiction, but has provided a verbal description. As the work proposed is exterior cover only, with no adjustments to façade shape, size, or area, it is at the discretion of the Urban Renewal Board to waive this requirement. Please consider how any waiver of requirement may be requested in reference to future applications.
- f. Project cost/budget (including but not limited to construction expenses, fees, permits, design costs): **(COMPLETE)** The applicant submitted the following project costs:

Total Project: \$3,500 (as listed)
Applicant Contribution: \$700
Anticipated URA Contribution: \$2,800
Total: \$3,500 (as computed)

This projection is correct on total amount, in addition to the 20/80 ratio of contributions. Furthermore, the URA should consider the acceptance of the lower of the two bids:

Bid 1.: \$3,300

Bid 2.: \$3,000

If bid 2. is accepted the breakdown would be as follows:

Total Project: \$3,000

Applicant Contribution (20%): \$600

Anticipated URA Contribution (80%): \$2,400

Photos of proposed project area: **(INCOMPLETE)** No photos were included with the application. As the work proposed is exterior cover only, with no adjustments to façade shape, size, or area, it is at the discretion of the Urban Renewal Board to waive this requirement. Please consider how any waiver of requirement may be requested in reference to future applications.

- g. Construction schedule for project: **(COMPLETE)** Bid number 2. has provided a construction schedule.
- h. Two competitive bids from a licensed and bonded trades/professional. **(COMPLETE)** Two bids have been provided, and both bidders have CCB# licenses listed.
- i. Evidence of ownership of property (including but not limited to a deed of trust) or copy of lease. Lessees must have written authorization from property owner. **(COMPLETE)**
- j. Applicant must provide a statement on source of project funding that includes the required private match, and other funds that may be applicable to undertake the balance of the work not funded by the Urban Renewal Agency. This could include a letter from a bank, account balance statement or other approved document.: **(COMPLETE)**

Urban Renewal Agency authorization of a grant will be subject to the following conditions:

- a. Certificate of insurance showing adequate coverage and naming the City and Urban Renewal Agency as additional insureds with respect to the work proposed. **(COMPLETE)**
- b. Building/sign permits, if required. **(NOT REQUIRED)**
- c. Applicant's signed acceptance of an Urban Renewal Agency Letter of Approval of the grant. **(PENDING)**
- d. Applicant posting match/grant information sign 5 days prior to, during, and 5 days post construction. **(PENDING)**
- e. Copy of contracts between the owner and contractor. All contractors are to be registered and bonded by the State of Oregon. **(PENDING)**

Staff Recommendation: Take into consideration the completeness of the application, if omissions (if any) are unnecessary to the scope of work and the merit of the application being presented, and if waiving any requirements will present conflicts with later applications.

If the board is in general support, please have a member make a motion for approval of UR2022-03, with a separate member moving for a second, and then take a roll call vote.



STOREFRONT IMPROVEMENT GRANT PROGRAM

URBAN RENEWAL AGENCY

City of La Pine
P.O. Box 2460
16345 Sixth Street
La Pine, OR 97739
Phone: 541.536.1432
E-mail:
arepko@lapineoregon.gov
www.lapineoregon.gov

APPLICANT/OWNER INFORMATION

APPLICANT NAME: <u>MARK Miller</u>	E-MAIL: <u>Deedowtrade@gmail.com</u>
BUSINESS NAME (if applicable): <u>M&K Properties Unlimited LLC</u>	
APPLICANT MAILING ADDRESS: <u>PO Box 1186</u>	PHONE: <u>541-639-1533</u>
CITY, STATE, ZIP: <u>LA Pine, OR 97739</u>	FAX:
CO-APPLICANT NAME (if applicable):	E-MAIL:
MAILING ADDRESS: <u>N/A</u>	PHONE:
CITY, STATE, ZIP:	FAX:
PROPERTY OWNER NAME (if applicable): <u>MARK Miller</u>	E-MAIL: <u>Deedowtrade@gmail.com</u>
MAILING ADDRESS: <u>PO Box 1186</u>	PHONE: <u>541-639-1533</u>
CITY, STATE, ZIP: <u>LA Pine, OR 97739</u>	FAX:

SITE INFORMATION

SITE ADDRESS: <u>16389 3rd St.</u>	BUILDING TAXLOT & MAP NUMBER (if known): <u>TAX ACCT - 115101 - MAP 221015-AA-04500</u>
CITY, STATE, ZIP: <u>LA Pine, OR 97739</u>	OWNER OCCUPIED OR LEASED? <u>- owner occupied</u>
CURRENT USE OF BUILDING: <u>Automotive Service, used Car & Equipment SALES</u>	

GRANT REQUEST INFORMATION

GRANT REQUEST AMOUNT: \$ <u>3500.00</u>	
PRIVATE TO PUBLIC MATCH AS RATIO: <u>20:1</u>	
AMOUNT AND SOURCE OF PRIVATE MATCHING FUNDS (i.e., savings account, line of credit, etc.): <u>Savings Acct</u>	
AMOUNT & SOURCE OF ADDITIONAL GRANTS OR FUNDING (should not include private match): <u>2000.00</u>	
TOTAL SOURCES OF FUNDING (excluding grant request): \$ <u>700.00</u>	
ANTICIPATED START DATE OF CONSTRUCTION: <u>10/17/2022</u>	ANTICIPATED CONSTRUCTION COMPLETION DATE: <u>10/20/2022</u>

ARCHITECT INFORMATION

APPLICANT'S ARCHITECT:	E-MAIL:
MAILING ADDRESS:	PHONE:
CITY, STATE, ZIP:	FAX:
ARCHITECT CERTIFICATION NUMBER (applicant's architect fees are eligible for grant if architect is Oregon certified):	

PROJECT SUMMARY

IN THE SPACE BELOW PROVIDE A BRIEF DESCRIPTION OF PROPOSED PROJECT (UP TO 300 words)

Contractor will prep siding (upper) and selected trim areas for caulking & painting. Office door will be painted, exterior only.

A COMPREHENSIVE PROJECT PROPOSAL MUST ACCOMPANY THIS APPLICATION AND INCLUDE THE FOLLOWING. THESE DETAILS, WHICH WILL ASSIST THE URBAN RENEWAL BOARD TO BETTER UNDERSTAND THE PROPOSED PROJECT. PLEASE USE THIS LIST AS A CHECKLIST OF ALL ITEMS THAT MUST BE PART OF YOUR APPLICATION PACKAGE.



For All Funding Requests:

- A completed application.
- A detailed written description of proposed improvements for the project.
- Digital set of plans.
- Color scheme samples.
- If the grant request is less than \$5,000, the applicant must submit a rendering of the proposed project.
- If the grant request is over \$5,000, the applicant must submit official architectural and engineering renderings/drawing from a licensed architect.
- Project costs/budget (including but not limited to construction expenses, fees, permits, design costs).
- Photos of proposed project area.
- Construction schedule for project.
- Land Use approval, if needed.
- Two competitive bids from a licensed and bonded trades/professional.
- Evidence of ownership of property (including but not limited to a deed of trust) or copy of lease. Lessees must have written authorization from the property owner.
- If applicant is other than an individual, evidence of authorization to enter into the grant agreement (e.g., corporate resolution, partnership agreement, bylaws, and articles of incorporation or other as approved by the Urban Renewal Agency legal counsel).
- Applicant must provide a statement on source of project funding that includes the required private match, and other funds that may be applicable to undertake the balance of the work not funded by the Urban Renewal Agency. This could include a letter from a bank or lender, account balance statement or other approved document.

CERTIFICATION OF APPLICANT

The applicant certifies that all information in this application and all information furnished in support of this application is given for the purpose of obtaining a grant and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property to be rehabilitated, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the rehabilitation work on the property. Evidence of this authority is attached.

APPLICANT'S SIGNATURE: 	CO-APPLICANT'S SIGNATURE (if applicable)
DATE: 9/3/2022	DATE:
BUILDING OWNER'S SIGNATURE: 	
DATE: 9/3/2022	

----- DO NOT FILL IN BELOW THIS LINE-----

APPROVED WITH CONDITIONS (BELOW)
 DEFERRED
 DENIED

CONDITIONS:

The following mandatory requirements are included as conditions of approval relative to this submittal:

Additional conditions:

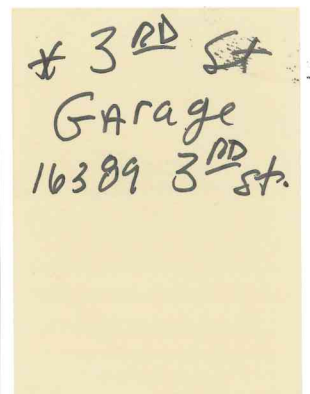
Committee Member: _____ DATE: _____

Committee Member: _____ DATE: _____

The meeting minutes will be attached to the application after the La Pine URA has taken action on the request.



Quiet Zone
WNCC-07



Playas de Cancun
N-W25



Urban Khaki
N-W29



Painting

southco11 <southco11@aol.com>
To: deedontrade@gmail.com

8 August 2022 at 06:26

SOUTH COUNTY SHEET METAL & SPECIALTY INC. CCB# 194225

Mark Miller
541.640.0557
deedontrade@gmail.com

16389 3rd st.
La pine, Ore. 97739

Pressure washing.
Prep
Painting.
Clean up. Total = \$3,300.00

Tom Crumley
541.420.2929
southco11@aol.com
16062 Pine drop ln.

Sent from my Verizon, Samsung Galaxy Tablet

Mark Miller <deedontrade@gmail.com>
To: southco11 <southco11@aol.com>

8 August 2022 at 08:47

Thank you Tom. Appreciated. Mark

Mark Miller <deedontrade@gmail.com>
To: southco11 <southco11@aol.com>

8 August 2022 at 10:05

Hi Tom,

If possible, could you send me a bid on another building located at, 51515 Huntington Rd. La Pine. County wants two bids, only have one on this property. Thanks.

Bid format can be the same. Amount is 4500.00

Thank you, Mark

Mountains Edge Construction CCB# 237714

53784 Bridge Dr.
 La Pine, OR 97739 US
 (541) 640-0882
 mountainsedgeconstructionllp@gmail.com



Estimate

ADDRESS
 Mark Miller
 Po Box 1186
 La Pine, oregon 97739

ESTIMATE 1040
 DATE 04/30/2022
 EXPIRATION DATE 05/30/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Labor	labor for 3 guys for 2 days	48	45.00	2,160.00
	Materials	15 gallons super paint flat, to match dmv building's body color, 2 Gallons of super paint for trim, masking supplies, and caulking	1	840.00	840.00

Job Location: 16389 3rd st. La Pine OR 97739 TOTAL **\$3,000.00**

This estimate is to repaint all siding to match the dmv color, and trim.
 Step 1- power wash entire building to remove all dirt and any loose paint.
 Step 2- re-caulk anywhere theirs failing caulking, and fill any undesired holes and cracks
 Step 3- all metal on lower half of building, windows, lights and anything else that need to be protected will be masked off and covered.
 Step 4- all siding will receive two coats of ext. flat super paint.
 Step 5- all trim will be painted with two coats of ext. super paint.

Mountains Edge Construction will be responsible for purchasing all paint and materials. all work will be performed in a professional manner. All work will be completed to owners satisfaction.

Accepted By
 Accepted Date

Miller Family Trust

 Grantor's Name and Address
M & K Properties
P.O. Box 3412
La Pine, OR 97739

 Grantee's Name and Address
 After recording return to:
M & K Properties
P.O. Box 3412
La Pine, OR 97739

 Until a change is requested all tax statements shall be sent to the following address:
M & K Properties
P.O. Box 3412
La Pine, OR 97739

Deschutes County Official Records **2020-27803**
 D-D **06/16/2020 09:18 AM**
 Stn=7 PG
 \$10.00 \$11.00 \$10.00 \$61.00 \$6.00 **\$98.00**
 I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.
 Nancy Blankenship - County Clerk

382290am

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That Mark E. Miller and ~~Mary G. Miller~~, Trustees of the Miller Family Revocable Living Trust dated 07/19/2012 and Mark A. Miller, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto M & K Properties Unlimited LLC, hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining, situated in the County of Deschutes State of Oregon, described as follows, to wit

Lot One (1), Two (2), Three (3) and Four (4), LA PINE, recorded August 1, 1918, in Cabinet A, Page 55, Deschutes County.
 Account #115101and #115100 Tax/Map 221015AA 04500 and 221015AA 04600

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. 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 APPROVED USES AND 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 197.352.

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.
 The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 0.00
 However, the actual consideration consists of or includes other property or value given or promised which is the whole / part of the consideration.

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.
 In Witness Whereof, the grantor has executed this instrument this 15 day of June, 2020; if a corporate grantor, it has caused its name to be signed and its seal if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

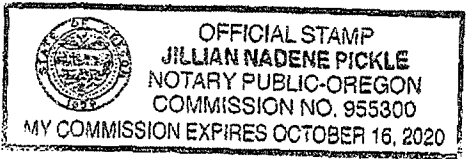
Mark E. Miller _____ Mark A. Miller
 Mark E. Miller, Trustee Mary G. Miller, Trustee Mark A. Miller

State of Oregon _____
 County of Deschutes

On this 15 day of June, 2020, personally appeared before me the above named Mark A. Miller, and acknowledged the foregoing instrument to be her voluntary act and deed.

WITNESS My hand and official seal.

Jillian Madene Pickle
 Notary Public for Oregon
 My Commission expires: Oct 16 2020



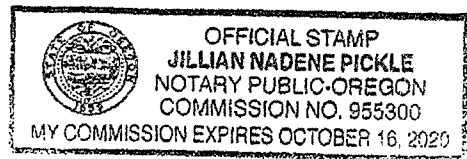
Recorded by AmeriTitle as an accommodation only. No liability is accepted for the condition of title or for the validity, sufficiency, or effect of this document.

State of Oregon) ss.
County of Deschutes)

On this 15 day of June, 2020, before me, Jillian Nadene Pickle, a Notary Public in and for said state, personally appeared Mark E. Miller and ~~Mark E. Miller~~ known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Miller Family Revocable Living Trust dated 07/19/2012, and acknowledged to me that _____ executed the same as Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Jillian Nadene Pickle
Notary Public for the State of Oregon
Residing at: Laurel Creek
Commission Expires: Oct 16 2020





9/2/2022

To whom this may concern,

This letter is to confirm that Mark Miller, with M & K Properties Unlimited LLC has sufficient funds to cover the \$1620.00 expense for the painting project.

Please reach out with any questions.

Thank you,

A handwritten signature in black ink that reads "Heather Dollarhyde".

Heather Dollarhyde

Personal Banker – La Pine Branch

51535 Huntington Rd / P O Box 2700

La Pine, Oregon 97739

541-536-9232 (office phone)





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
POLICY CHANGES

POLICY NUMBER 36X5412004	EFFECTIVE DATE 09-13-2022	ADD'L PREMIUM	RETURN PREMIUM	POLICY CHANGE NO.
ISSUED TO M & K PROPERTIES UNLIMITED LLC				
AGENT 068-508 CONNIE C BURNS AGENCY INC		CUSTOMER BILLING ACCOUNT		021-322-480 43

The following item(s):

- | | |
|---|---|
| <input type="checkbox"/> Additional Interested Parties | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Covered Property/Location Description | <input checked="" type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Insured's Name | <input type="checkbox"/> Deductibles |
| <input type="checkbox"/> Insured's Mailing Address | <input type="checkbox"/> Limits/Exposures |
| <input type="checkbox"/> Insured's Legal Status/Business of Insured | <input type="checkbox"/> Premium Determination |
| <input type="checkbox"/> Underlying Insurance | <input type="checkbox"/> Rates |
| <input type="checkbox"/> Policy Number | |

is (are) changed as follows:

BUSINESSOWNERS POLICY

THE FOLLOWING CHANGES APPLY TO ALL PREMISES:

THE FOLLOWING IS ADDED:

LIABILITY FORMS AND ENDORSEMENTS APPLYING TO ALL PREMISES:
 BP 04 48 01 06 ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

POLICY NUMBER: 36X5412004

BUSINESSOWNERS
BP 04 48 01 06

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**

CITY OF LA PINE & URBEN RENEWAL AGENCY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **C. Who Is An Insured** in **Section II – Liability**:

- Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.



The Holiday Lighting Plan:

51429 Huntington Road, LaPine, Oregon 97739

Holiday Lighting Overview:

The Design Layout:

Area:	Design Sample Photo
Boom lift	







The Footage and Cost:

Customer Name: City of La Pine
 Address: 51429 Huntington Road, LaPine, Oregon 97739
 Phone: [5415369771](tel:5415369771)
 Email: gwullschlager@lapineoregon.gov

We want to make your season bright! You can choose all areas or go "a la carte" and simply check the options you would like.

Area	Lighting Type:	Description and Color Pattern	Quantity	Price	Total:
Boo m lift	Boom lift	3 big trees	6	\$250.00	\$1,500.00

Trees	2 ft spacing: Large: C-9 2021	Tree no.1 2ft spacing permanent, Warm white	2,500	\$2.50	\$6,250.00
Trees	2 ft spacing: Large: C-9 2021	Tree no.2 2ft spacing permanent, Warm white	2,000	\$2.50	\$5,000.00
Trees	2 ft spacing: Large: C-9 2021	Tree no.3 2ft spacing permanent, Warm white	2,000	\$2.50	\$5,000.00
			Year 1 Total: (2022 amount)		\$17,750.00
			Year 2 (2023) Pre-season* Discount 25% <small>*Discounts can not be combined and is Installed in Sept-October-NOT NOVEMBER</small>		\$4,437.50
			Estimated Total Year 2; (2023) Preseason**		\$13,312.50

We agree to this estimate: (Just reply to email with YES)
Customer Name: City of La Pine Signature:

*Preseason begins Sept 15th and ends October 25th

** This is an Estimate for future years, as total price is dependent on the current year pricing