

COLUMBIA GATEWAY URBAN RENEWAL AGENCY BOARD

October 21, 2025

5:30 p.m.

City Hall Council Chambers
313 Court Street, The Dalles, Oregon

Via Zoom<https://us06web.zoom.us/j/86259459367?pwd=Z0Nnd3E4bkxBUVhXQkRKTKJCdEJ6QT09>Meeting ID: **862 5945 9367** Passcode: **292293**

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Contact the City Clerk at (541) 296-5481 ext. 1119, or amell@ci.the-dalles.or.us.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES – August 19, 2025
6. PUBLIC COMMENT – During this portion of the meeting, anyone may speak on any urban renewal subject. Five minutes per person will be allowed.
7. ACTION ITEM:
 - A. Grant Agreement (Phase III) with Giamei Properties for the American Legion Hall Building (201 East 2nd Street)
 - B. Authorization to Use Tony's Site as a Laydown Yard for the Federal Street Plaza Construction Project
8. BOARD MEMBER COMMENTS / QUESTIONS
9. STAFF COMMENTS / PROJECT UPDATES
10. ADJOURNMENT

Meeting conducted in a room in compliance with ADA standards.

Prepared by/
Crystal Sayre, Administrative Assistant
Community Development Department

MINUTES

COLUMBIA GATEWAY URBAN RENEWAL AGENCY BOARD MEETING

August 19, 2025
5:30 p.m.

City Hall Council Chambers
313 Court Street, The Dalles, Oregon 97058
Via Zoom / Livestream via City Website

- PRESIDING:** Dan Richardson, Chair (left at 5:33 p.m.)
Ben Wring, Vice Chair
- BOARD PRESENT:** Timothy McGlothlin, Scott Hege, Marcus Swift, Walter Denstedt, Jill Amery, one position vacant.
- BOARD ABSENT:** Kristin Lillvik
- STAFF PRESENT:** Director and Urban Renewal Manager Joshua Chandler, Economic Development Officer Jacob Anderson, City Attorney Jonathan Kara, Administrative Assistant Crystal Sayre

CALL TO ORDER

The meeting was called to order by Chair Richardson at 5:30 p.m.

PLEDGE OF ALLEGIANCE

Board Member McGlothlin led the Pledge of Allegiance.

APPROVAL OF AGENDA

It was moved by Hege and seconded by Amery to approve the agenda as prepared. The motion carried 7/0; Amery, Denstedt, Hege, McGlothlin, Richardson, Swift, and Wring voting in favor, none opposed, Lillvik absent, one position vacant.

ELECTION OF OFFICERS

Chair Richardson opened nominations for the vacant Vice Chair position.

It was moved by McGlothlin and seconded by Swift to appoint Wring as Vice Chair. The motion carried 7/0; Amery, Denstedt, Hege, McGlothlin, Richardson, Swift and Wring voting in favor, none opposed, Lillvik absent, one position vacant.

Chair Richardson left the meeting at 5:33p.m. after the vote, and Vice Chair Wring presided for the rest of the meeting.

APPROVAL OF MINUTES

Minutes of the May 20, 2025 and July 15, 2025 meetings were considered. After discussion on abstentions and the ability of Board Members to vote if they had reviewed the meeting recordings, it was moved by Hege and seconded by Swift to approve the minutes of both meetings as presented. The motion carried 4/0, Hege, McGlothlin, Swift, and Wring voting in favor, none opposed, Denstedt and Amery abstained, Richardson and Lillvik absent, one position vacant.

PRESENTATION

A. The First Street Project

Director Chandler presented a comprehensive overview of the First Street Project, previously shared with City Council in July and scheduled for presentation to the Historic Landmarks Commission.

Chandler described First Street as the City's original commercial corridor, historically home to landmarks such as the Baldwin Saloon, the Wing Hong Hai Company building, and remnants of Chinatown. The corridor also contains one of the City's oldest water lines (1875). He emphasized the historic significance of the street due to its legacy as a commercial and cultural hub, and the urgency of addressing ongoing infrastructure and safety concerns.

Historical Context

- First Street had been raised to mitigate flooding, causing the original first floors to now serve as basements.
- The corridor transitioned from a commercial center to the hub of the Chinese community.
- Mid-20th century fires and demolitions left many vacant lots.
- The project has been contemplated for nearly two decades and reviewed by numerous boards, councilors, mayors, and staff.

Project Evolution

- Initial 2006 scope envisioned an \$8–12 million corridor redesign, including the Washington Street underpass.
- Federal and State funds were secured but later scaled back due to rising costs.
- In 2022, the City mutually ended its agreement with ODOT, saving \$820,000 and regaining local control.
- In 2023, KPFF was re-engaged and the scope was reduced to Union through Laughlin Streets. Walker Macy provided updated design concepts.

Current Conditions

- Hollow sidewalks and vault spaces near the Baldwin Saloon were found structurally unsound, with deteriorating supports, sinking curbs, and visible cracking.
- Engineering analysis determined that simple fill would jeopardize foundations, requiring pier and metal support systems.

- Conditions present significant public safety risks.

Historic and Archeological Coordination

- The project area intersects multiple archeological zones, especially the Chinatown block.
- SHPO confirmed the project would result in “adverse effects,” requiring mitigation.
- Mitigation measures include reinstalling and relocating a trap door, preserving facades, constructing gabion walls with basalt facing, installing interpretive signage and QR codes, and stamping the City’s Chinese name into sidewalks.

Design Approach

- Gabion walls were recommended in the 2021 structural analysis as cost-effective and less intrusive than concrete.
- The dual-basket design provides structural integrity while allowing ornamental basalt stonework.

Cost and Funding

- Estimated subtotal: \$5.96 million.
- With administrative and inspection services: \$6.92 million (5% increase from 2024).
- Fund 18 contained \$3.5 million, with \$3.2 million budgeted.
- Approximately \$1.5 million had already been spent.
- Additional Agency funds will be required once final plans are complete.

Timeline

- Final plans expected in September 2025.
- Bid and award anticipated fall–winter 2025.
- Construction scheduled to begin in early 2026, with a one-year construction period.
- Project will be coordinated with the Federal Street Plaza project.
- Public open house scheduled for October 2025 to address parking and traffic impacts.

Recent Related Investments

- Light Capsule art project.
- Completion of First Street parking lots.
- Federal Street Plaza project – currently underway.

Director Chandler concluded that the project fulfills the Agency’s mission by removing blight, enhancing property values, honoring bond obligations, avoiding further cost escalation, and achieving the long-standing vision of downtown revitalization.

PUBLIC COMMENT

None.

ACTION ITEM

A. Resolution No. 25-005, A Resolution Adopting the Agency's Public Records Policy (effective August 20, 2025) and Establishing A New Fee

City Attorney Kara presented a resolution adopting a Public Records Policy for the Agency, modeled on the City of The Dalles' policy. He explained that state law required transparency in defining public records and processes for handling requests. The resolution established a fee of \$25/hour for staff time, consistent with City practice. While not a public hearing, state law required an opportunity for public comment due to the establishment of a new fee. No public comment was offered.

It was moved by Hege and seconded by McGlothlin to approve Resolution No. 25-005 as submitted. The motion carried 7/0; Amery, Denstedt, Hege, McGlothlin, Richardson, Swift, and Wring voting in favor, none opposed, Lillvik absent, one position vacant.

DISCUSSION ITEMS

Consideration of Ownership Transfer – First Street Parking Lots

Economic Development Officer Anderson, attending remotely, and Director Chandler introduced discussion on two Agency-owned parking lots. Lot A, approximately 14,000 square feet in size, was leased to the Commodore II for \$1 per year until 2053. Under the lease, the Agency remained responsible for approximately \$2,000 annually in property taxes, although tenant use of the lot was minimal. Lot B had no lease restrictions.

Chandler noted that City-owned parking lots along First Street were maintained and regulated by the City, including issuance of overnight parking passes. In contrast, the Agency-owned lots lacked those provisions. He emphasized that the Agency had been working to phase itself out of property management, citing prior experience with the Tony's building, and posed the question of whether the Board wished to continue maintaining these lots or consider transferring ownership to the City. Chandler also reminded the Board that all Agency-owned property would automatically transfer to the City when the Agency sunsets in 2029.

Vice Chair Wring stated that it made sense to transfer ownership to the City now, especially since the City would assume management in 2029 and in light of upcoming First Street maintenance projects.

Board Member Hege confirmed there were two lots separated by Eric Gleason's building and asked whether one was leased to the Commodore. Anderson confirmed the lease was for exclusive use, though Chandler noted the public commonly parked there and only five or six Commodore tenants typically used the spaces. The lease reserved 38 spaces for Commodore tenants, but these were rarely filled or enforced.

Hege questioned the fairness of the \$1/year lease, pointing out that it created an ongoing tax burden. Chandler explained the agreement originally contemplated Commodore maintenance responsibilities that had not been met, leaving the Agency with annual tax liability. He agreed that, at minimum, the Commodore should cover those costs.

Hege asked if Urban Renewal was paying the taxes; Chandler confirmed it was. Hege also asked about improvements; Chandler reported that the Agency had resurfaced and striped the

lots using City crews at reduced cost. Board Member McGlothlin praised the quality of the improvements.

McGlothlin also inquired about signage removed from the Sawyer parking lot. Board Member Amery confirmed that the signs had been transferred to the Neon Sign Museum, and Chandler added that the City would remove the remaining posts.

Amery advised that ownership by the City would not automatically exempt the lots from taxation if private use continued. She recommended further research into liability allocation, possible partial exemptions based on square footage, and statutory requirements. Wring asked if the lots could simply be converted to public parking like other downtown lots; Chandler replied that public lots were not taxed, though Amery emphasized that multiple-use arrangements could create complications.

Hege asked about the lease term. City Attorney Kara clarified it ran from June 1, 2003 through December 31, 2053, a 50-year agreement. Hege asked whether there were default or nonpayment provisions, and Chandler confirmed such language existed but said details needed further review.

Hege observed there was little justification for Urban Renewal to own or operate parking lots when the City already did so, and Amery noted it was unusual that the Agency, rather than the tenant, was paying taxes.

The Board agreed that transferring the lots to the City was the appropriate course, rather than continuing Agency ownership and management.

Staff were directed to research tax implications, lease obligations, and legal requirements, and to return with options.

No formal action was taken.

BOARD AND STAFF COMMENTS

McGlothlin inquired about pending easement issues. City Attorney Kara reported all but one had been resolved, with the final notarized easement expected by mail.

Director Chandler reported the exclusive negotiating agreement for redevelopment of the Tony's building site (Fermentation Hub) had expired. The developer failed to secure grant funding and missed deliverables; no communication had been received. The Agency was no longer bound to exclusivity and could consider other proposals.

Hege asked whether the Agency had received communication from the applicant regarding next steps. Chandler explained that staff had been working with the applicant, but several meetings had been canceled and deliverables were not provided. He further noted that the project's application for a Main Street Grant of approximately \$400,000 had not been successful, which appeared to have been a significant financial setback. As a result, the project had largely stalled, and staff had not received any recent communication.

Anderson confirmed there had been no updates in the past three weeks.

Amery added there may be extenuating circumstances affecting the applicant.

ADJOURNMENT

Being no further business, the meeting adjourned at 6:30 p.m.

Meeting conducted in a room in compliance with ADA standards.

Submitted by/
Crystal Sayre, Administrative Assistant
Community Development Department

SIGNED: _____
Ben Wring, Vice Chair

ATTEST: _____
Crystal Sayre, Administrative Assistant
Community Development Department

DRAFT



AGENDA STAFF REPORT AGENDA LOCATION: 8.A

MEETING DATE: October 21, 2025

TO: Chair and Members of the Urban Renewal Agency Board

FROM: Jacob Anderson, Economic Development Officer

ISSUE: Grant Agreement (Phase III) with Giamei Properties for the American Legion Hall Building (201 East 2nd Street)

BACKGROUND

On July 15, 2025, the Urban Renewal Agency (**Agency**) approved a first amendment to the Incentive Program Grant Agreement (Phase II) of \$49,620.48 to Giamei Properties (**Applicant**) at the American Legion Hall building located at 201 East 2nd Street. The original Phase I Agreement was for \$6,589 for a total Agency contribution of \$56,209.48.

PROPOSAL

The Applicant has submitted a Phase III application for façade improvements at this property with a total cost of \$8,240 and an Agency contribution of \$4,120. The improvements include a new door to the basement commercial area, cement block installation, and drainage improvements.

JUSTIFICATION

- The grantee completed all previous proposed work.
- Verified expenditures are eligible under the current Program guidelines.
- The Incentive Program limits for reimbursement on commercial properties increased from \$50,000 to \$300,000 in May 2025.

BUDGET IMPLICATIONS

This application increases the Agency's grant commitment to this property by \$4,120, raising the total award to the property of \$59,659.48. The Urban Renewal Incentive Program launched in August 2022 and is accounted through the Urban Renewal Capital Projects Fund; the approved budget for that fund in fiscal year 2025-26 is \$3,143,000. Sufficient funds are available for this and other projects.

BOARD ALTERNATIVES

1. ***Staff recommendation: Move to authorize the Agency Manager to execute an Incentive Program Grant Agreement with Giamei Properties for Phase III of the Legion Hall, as presented.***
2. Make modifications to then move to authorize the Agency Manager to execute an Incentive Program Grant Agreement with Giamei Properties for Phase III of the Legion Hall, as amended.
3. Decline formal action and direct Staff accordingly.

Attachments:

- **Attachment 1** – Phase III Legion Hall Grant Agreement
- **Attachment 2** – Application

URBAN RENEWAL INCENTIVE PROGRAM GRANT AGREEMENT

This INCENTIVE PROGRAM GRANT AGREEMENT (**Grant Agreement**) is entered by and between The Dalles Urban Renewal Agency, an urban renewal agency duly formed and operating under the provisions of ORS Chapter 457 (**Agency**) and Giamei Properties, an Oregon LLC (**Grantee**), for the project located at 201 East Second Street (**Property**) in The Dalles, Oregon.

WHEREAS, Agency aims to incent redevelopment of unused and underused land and buildings to meet the goals of the Columbia Gateway/Downtown Urban Renewal Plan;

WHEREAS, Agency sponsors an Incentive Grant Program (**Program**) for building and property owners seeking to meet community goals through improving, rehabilitating, and developing properties located with the Columbia Gateway/Downtown Urban Renewal Area; and

WHEREAS, Grantee applied for and was awarded a grant (**Grant**) from the Program and this Grant Agreement outlines the Parties' respective rights and responsibilities connected with the Grant and its disbursement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree:

Grantee agrees to abide the provisions of the Program's Guidelines, their Project's Application, and the following Terms and Conditions to remain eligible for any Grant funds Agency agrees to award. The terms of this Agreement expressly control over all other documents on this matter. Grantee assumes all risk and Agency disclaims any obligation to pay connected with commitments Grantee entered prior to obtaining a fully executed agreement with Agency.

Grant Title	American Legion Hall renovation – Phase III
Funding Purpose	Grant funds are to be used for eligible expenses at the project site, including façade improvements to the commercial basement entrance. (Project)
Grantee Project Manager	Thomas Giamei (607) 753-7867 1707 Lincoln Way, The Dalles, OR 97058
Maximum Grant Amount	
Commercial Redevelopment Grant	\$4,120
Residential SDC Surety	\$n/a
Required Grantee Matching Investment	\$4,120
Total Project Budget	\$8,240

TERMS & CONDITIONS

1. **GRANT AWARD:** Agency agrees to contribute funds to be applied toward a portion of the costs of the Project set forth in the Project scope up to **four thousand dollars one hundred twenty (\$4,120.00) (Grant Funds)**. Grantee agrees to use Grant Funds solely for the purposes of construction of the improvements at 201 East Second Street, agrees to contribute the *Required Grantee Matching Investment* to the Project if required consistent with Section 2, and promises to fully perform and complete the Project set forth herein.
2. **REQUIRED GRANTEE MATCHING INVESTMENT:** For Commercial Redevelopment Grants, Grantee agrees to match Agency's award of Grant Funds pursuant to this Section 2 (**Required Grantee Matching Investment**). Projects awarded Grant Funds for *Commercial Projects* require Grantee to match at least fifty (50%) percent of the total Project cost. Projects awarded Grant Funds for *Mixed-Use Projects* (i.e., those Projects that create at least 1 new housing unit) require Grantee to match at least (40%) forty percent of the total Project cost. In all cases, the Agency agrees Grantee may use public funding secured from state, federal, or other public entities for its match obligations if **(a)** such public funding does not exceed eighty (80%) percent of the total Project cost and **(b)** no such public funding is from the City of The Dalles (**City**).
3. **SPECIAL CONDITIONS OF AWARD:** No Special Conditions
4. **TERM OF AGREEMENT:** This Grant Agreement is effective when mutually executed (**Effective Date**). Except as otherwise set forth herein, the terms and conditions of this Grant Agreement shall expire without payment to Grantee if the proposed improvements are not complete within **one-hundred eighty (180) days from the date** signed by the Grantee, unless extended by Agency at its sole discretion.
5. **DISBURSEMENT ON REIMBURSEMENT BASIS:** Grant Funds may only be used for costs incurred **(a)** after the Grant is awarded and **(b)** the Grant Agreement and any other security interests are executed by Agency and Grantee; any costs incurred prior to meeting the aforementioned criteria are ineligible for reimbursement. Agency agrees to disburse Grant Funds on a reimbursement basis in one lump sum or installments. Grantee agrees it is responsible for timely submitting to Agency all actual receipts and other verifications of any eligible expenses.

(a) Commercial Redevelopment Grants

- Once Grantee's payments for approved Project costs equal the Required Grantee Matching Investment, Agency will begin to release funds to Grantee if all construction is proceeding satisfactorily and the Project is being constructed consistent with all approved permits and construction documents, as reasonably determined by Agency. Agency will make a maximum of two (2) reimbursement payments. Agency shall hold the final payment until Grantee has been issued final building approvals and/or a certificate of occupancy.
- Grantee may request Agency consider a disbursement prior to Project completion to cover a portion of Grantee's demonstrably mandatory or cost-prohibitive down-

payment or up-front costs relating to the Project's approved construction expenses (**Necessary Funds**). Any Grantee so requesting must include in their request an executed agreement between them and their contractor certifying and justifying why Necessary Funds are required before contractor's necessary performance, in which case Agency (in its sole discretion) may elect to **(i)** provide a disbursement covering up to one-half of Grantee's Necessary Funds and **(ii)** condition that disbursement on Grantee's execution of any appropriate security documents.

(b) Residential SDC Surety: Agency agrees to contribute towards an eligible Project's system development charges (**SDCs**) that are imposed by local agencies by paying those agencies directly on Grantee's behalf for the Project. Agency agrees to pay applicable local agencies up to **\$n/a** for the construction of no **(0) new residential units** on Grantee's behalf for the Project upon the Project's issuance of a building permit and Agency's confirmation that Grantee has secured full Project funding.

(c) All Grants: Concurrent with paying out Grant Funds, Agency will assess a lien or other security interest against the Property for the full Grant amount. Grantee shall refund the Agency either all or an amortized amount (in the Agency Board's sole discretion) of Grant Funds disbursed to Grantee (plus interest at the statutory interest rate on a judgment from the date of disbursement) if the Project is not completed pursuant to this Grant Agreement.

6. PROJECT COMPLETION AND FINAL REPORT: Grantee will complete or cause to be completed the Project expeditiously and in a timely and good workmanlike manner. Grantee further agrees the Project will be completed in compliance with all applicable law. Grantee agrees to provide Agency with a final report, in form and content acceptable to Agency, identifying expenditures, outcomes, and such other information requested by Agency to verify compliance with the Program within thirty (30) days after Project completion.

Conditions: Pre-Construction

The following conditions must be met prior to any work commencing involving the expenditure of Grant Funds:

- 1. COMMITMENT ACCEPTANCE:** This commitment must be accepted by signing below and returning a copy to Agency no later than **October 31st**: Agency's offer will expire without further notice if Grantee does not accept the commitment by this date.
- 2. AUTHORIZATION:** If Grantee is not the Property's legal owner of record for tax purposes (**Owner**), Grantee must provide Agency with written and executed evidence of Owner's authorization to **(a)** enjoy the privileges of and be bound by Grantee's obligations to this Grant Agreement and **(b)** carry out the permanent improvements covered under this Grant Agreement.
- 3. SCOPE OF WORK/WORK DESCRIPTION:** Grantee must provide a complete description of the proposed work, architectural drawings, and specifications, as appropriate. Agency reserves the right to reject Grantee's proposed scope of work if it does not meet the intent of the Grant Award or improvements allowed under The Dalles Urban Renewal Plan.
- 4. OTHER APPROVALS:** Grantee must obtain all necessary regulatory approvals (e.g., development review, building permits, and/or approval from the State Historic Preservation

Office, where applicable). Grantee, Owner, and the Property must comply with the City's zoning, design, land use and development, historic review (as applicable), and municipal code requirements.

5. **CONSTRUCTION CONTRACT:** All contracts to complete work described in this Grant Agreement shall be between Grantee, Owner, and its contractor(s). This Grant Agreement, and commitment of Grant Funds, shall in no way create a contractual relationship between the Agency and any contractor(s). Grantee or Owner shall enter into a contract with a contractor for construction of the Project in accord with the Project description and Grant award. Prior to entering into the construction contract, Grantee shall submit the proposed scope of work to Agency for review. Upon Agency's reasonable approval, Grantee or Owner may enter into the construction contract and construction may commence according the Project schedule. All contractors shall be licensed, bonded, and registered with the State of Oregon.
6. **PROPERTY TAXES:** Grantee or Owner must submit proof of currency with property taxes for the Project site.

Other Conditions

1. **15-YEAR RESTRICTION ON PROPERTY TAX ABATEMENTS OR CREDITS:** Grantee agrees not to pursue on the Property any tax abatements reducing its assessed market value (including, without limitation, tax credits, property-related subsidies, abatements tied to non-profit status of the Property's users, and any other tax exemptions) (collectively, **Abatements**) for fifteen (15) years from the date of Agency's first disbursement (**Restricted Period**); provided, however, Grantee may avail themselves of tax abatements or subsidies through The Dalles Vertical Housing Zone and any other Abatements specifically authorized by the Agency Board. In all cases, the Parties agree Agency has no obligation to release any Grant Funds contemplated by this Agreement to any entity until Grantee duly executes and delivers to Agency that certain *Declaration* (which includes a *Tax Abatement Covenant*), attached to and made part of this Agreement as **Exhibit A**, a copy of which Grantee agrees Agency may record in the Wasco County Official Records after Agency's Payment and at Grantee's sole expense.
2. **INELIGIBLE IMPROVEMENTS:** Grant Funds must be applied toward permanent and physical improvements or design or engineering work leading to permanent and physical improvements. Work not requiring a building permit and not improving the Property's value is an indicator of ineligibility. Examples of expenditures ineligible for Grant Funding include general cleaning and maintenance, replacement of building materials, equipment or property acquisition, financing costs or debt, and other similar operating expenses.
3. **INVESTMENT READINESS:** Agency may request a title report on the property for the City Attorney's review and at Grantee's sole expense (if any). Without limitation, Agency may deny Grant Funds based on the title report and/or the number of liens on the Property. Grant recipients are required to complete a W-9 form as a vendor of the City/Agency and are fully responsible for all taxes associated with the Grant.
4. **PROJECT ACCESS AND ACKNOWLEDGEMENT:** Grantee shall allow Agency to conduct a final site visit to verify the Project has been fully and appropriately implemented as approved for Grant Funds by Agency. Grantee agrees to periodically allow Agency or the City to tour/showcase the Project upon request, including photographs and publicity containing incidental non-commercial usage of Grantee's trademarked or copyrighted

intellectual property, if any. Grantee will allow Agency to collect and publish information about the design, construction, and performance of the improvements, including but not limited to interviews with Grantee and Project participants. Agency may photograph and videotape work relating to the construction or installation of Grant-related improvements.

5. **FUTURE ALTERATIONS OR IMPROVEMENTS:** All improvements shall be maintained for the reasonable life of the improvements. Grantee agrees to make no future alterations to the Project improvements other than routine maintenance without Agency's written approval for a period of fifteen (15) years.
6. **RECAPTURE:** Agency shall pursue the recapture of Grant Funds in cases where Agency determines **(a)** Grantee has willfully and intentionally violated the terms of this Grant Agreement or **(b)** despite Grantee's good faith efforts, the amount of actual capital investment deviates to such an extent from the initially agreed upon terms as to be materially inconsistent with the substance of this Grant Agreement.
7. **LIABILITY AND INDEMNITY:** Grantee is an independent contractor and assumes full responsibility for the performance of the work and completion of the Project scope, including Grantee's and its contractor's labor, and assumes full responsibility and liability for bodily injury or physical damage to person or property arising out of or related to this Grant Agreement. To the maximum extent allowed under the Oregon Constitution and Oregon Tort Claims Act, Grantee agrees to indemnify and defend Agency and hold Agency, its agents, officials, and employees harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with this Grant Agreement; provided, however, in no event shall Grantee indemnify against Agency's sole negligence. Grantee is solely responsible for paying Grantee's contractor, subcontractors, suppliers and employees. There shall be no contractual relationship between any contractor, supplier, or employee and Agency, and nothing in this Grant Agreement shall create any such relationship. Grantee expressly agrees Agency's liability under this Agreement shall be limited to the amount of the Grant Funds.
8. **INSURANCE:** Grantee has or will obtain the following policies of insurance coverage:
 - *Commercial General Liability Insurance*, written on an occurrence basis with limits not less than \$1,000,000.00 per occurrence;
 - *Automobile Insurance*, with coverage for bodily injury and property damage and with limits not less than Oregon statutory minimums;
 - *Property Insurance* covering the property; and
 - if applicable, *Workers' Compensation Insurance* meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000.00 per accident or disease.

Both **(A)** the ***City of The Dalles, its officials, departments, employees, and agents*** and **(B)** the ***Columbia Gateway Urban Renewal Agency, its officials, departments, employees, and agents*** shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies. Grantee will provide evidence of insurance (certificates of insurance or copies of declarations pages) prior to execution of this Grant Agreement by submitting the evidence to the Agency.

9. **ACCESS TO PROJECT:** Agency shall be provided access to the Project so Agency may monitor construction progress and activities. Grantee acknowledges and agrees, for purposes of Grant Funds disbursement, Agency has final and sole discretion to determine whether Grantee's contractors have fully and successfully completed the Project scope as designed and specified. Funds shall not be disbursed if the work has not been completed to the reasonable satisfaction of Agency staff.

10. **NO CONSTRUCTION CONTRACT, PARTNERSHIP, EMPLOYER STATUS:**
Notwithstanding any extra-contractual statements or inferences to the contrary (if any), Agency neither intends nor accepts any sponsorship or responsibility for care and custody of the improvements which result from the Project. Agency is neither the designer, contractor, nor developer of the Project. This Grant Agreement is not intended to be a contract providing for the construction of the Project, either directly with a construction contractor or through Grantee. Provisions of this Grant Agreement conferring rights upon Agency are specifically limited to establishing satisfaction of the conditions precedent to Grant Funding for design and construction of the Project. Agency specifically waives any provision contained in this Grant Agreement to the extent it is construed to provide Agency the right to manage, direct, or control the general contractor or subcontractors. The rights and duties of the general contractor and the subcontractors are the subject of a separate contract or contracts to which Agency is not a party. Grantee is solely responsible for: **(a)** its performance under the Grant Agreement and quality of the work; **(b)** for obtaining and maintaining all permits, licenses, and certifications necessary to carry out its obligations herein; **(c)** for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specifically set forth herein; and **(d)** for meeting all other legal requirements in carrying out its obligations herein. Nothing in this Grant Agreement or the acts of the Parties resulting therefrom shall be deemed or construed by the Parties, or by any third party, to create the relationship of principal and agent, employer to employee, partnership, joint venture, or any other fiduciary association between Agency and Grantee. Agency specifically disclaims any and all representations and warranties as to the fitness or quality of the design, material specified, or work performed on the Project.

11. **ASSIGNMENT AND THIRD-PARTY BENEFICIARY:** Agency and Grantee are the only parties entitled to enforce or rely on provisions in this Grant Agreement and nothing herein is intended to convey any benefit or right to a third party. Grantee's interests in this Grant Agreement cannot be assigned or transferred without Agency's prior written approval.

12. **CHANGE ORDERS AND CONTINGENCY:** In the event unanticipated costs, changes to the design, or changes to Project scope arise during the construction phase, Grantee shall obtain Agency's written approval for every change order prior to the work being undertaken. Grantee shall be responsible for any additional costs resulting from change orders.

13. **TERMINATION OF THE AGREEMENT:** This Grant Agreement shall terminate thirty days (30) after either Party's receipt of written notice of intent to terminate by the other Party. Upon termination, Grantee shall promptly return all disbursements of Grant Funds to Agency with interest accrued from the date of disbursement at the statutory rate set forth in ORS 82.010. Grantee shall pay damages to Agency, in an amount equal to Agency's out-of-pocket costs, including but not limited to reasonable reimbursement for Agency staff time in an amount not to exceed \$5,000.00. No termination shall extinguish or prejudice Agency's right to seek enforcement of this remedy in a court of competent jurisdiction.

14. **BREACH OF THE AGREEMENT - DEFAULT:** A default shall occur if Grantee breaches any material provision of this Grant Agreement, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Grantee receives written notice from Agency specifying the breach. Failure of Grantee to act diligently and in good faith to satisfy conditions over which it has control or influence is a breach. In the case of a breach which cannot with due diligence be cured within a period of thirty (30) days, a default shall occur if Grantee does not commence the cure of the breach within thirty (30) days after Grantee receives written notice from Agency and thereafter diligently prosecute to completion such cure.
15. **ACCESS TO RECORDS:** Agency shall have access to the books, documents, papers, and records of Grantee directly related to this Grant Agreement, the Grant Funds provided hereunder, or the Project scope for the purpose of making audits and examinations. Grantee shall retain and keep accessible all books, documents, papers, and records directly related to this Grant Agreement, the Grant Funds, or the Project for a minimum of three (3) years, or such longer period as may be required by other provisions of this Grant Agreement or applicable law, following termination or expiration of this Grant Agreement. If Agency has unresolved audit questions at the end of the three (3) year period, Grantee shall retain the records until the questions are reasonably resolved. Grantee shall document the expenditure of all Grant Funds disbursed by Agency under this Grant Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit Agency to verify how the Grant Funds were expended.
16. **CERTIFICATION:** Grantee agrees to maintain such documentation and information necessary to demonstrate the Project satisfies and continues to satisfy the eligibility requirements identified in the Program Guidelines. Grantee agrees to certify to Agency, in form and content satisfactory to Agency, the Project meets the eligibility requirements upon transfer, including any sale, conveyance, exchange, gift, lease (excepting a tenant lease in the ordinary course), encumbrance, and/or foreclosure of an encumbrance, regardless of whether occurring voluntarily or involuntarily, by operation of law, or because of any act or occurrence of the Project and on or before January 1 of each year during the Restricted Period.
17. **TIME OF THE ESSENCE:** Grantee and Agency hereby acknowledge and agree time is of the essence with respect to every term, condition, obligation, and provision herein.
18. **COMPLIANCE WITH LAWS:** Grantee agrees it shall use the Property solely for lawful purposes. Grantee and Grantee's agents shall obtain all necessary permits and comply with all applicable laws in the construction and operation of the Project.
19. **NO OTHER AGREEMENTS:** This Grant Agreement and attachments hereto represent the entire and integrated Agreement between Agency and Grantee and supersede all prior negotiations, representations, or agreements, whether verbal or in writing. This Grant Agreement may be amended only by written instrument signed by both Agency and Grantee. Oregon law shall govern the construction and interpretation of this Grant Agreement. Any disputes arising from or connected with this Grant Agreement shall be filed in the Circuit Court of the State of Oregon for Wasco County.

IN WITNESS WHEREOF, the Parties duly execute this **INCENTIVE PROGRAM GRANT AGREEMENT** this _____ day of _____, 2025.

COLUMBIA GATEWAY URBAN RENEWAL AGENCY

GRANTEE

Joshua Chandler, Agency Manager

Thomas Giamei, Partner

APPROVED AS TO FORM:

Jonathan Kara, City Attorney



Urban Renewal Incentive Program **APPLICATION**

Property address: 201 E. 2nd Street The Dalles OR, 97058

Incentive requested: Commercial Project Residential SDC Surety
(check all that apply)

Applicant

Tom Giamei / Owner

Giamei Properties

Contact person and title
503-688-0619

Business name
tag8373@gmail.com

Phone number(s)
201 E. 2nd Street

Email Address

Mailing address
The Dalles

OR 97058

City
thedallesworkshop.com

State ZIP Code
6

Website URL

Years in Business / Years in The Dalles

Are you current on business taxes? Y N

In which state are your incorporation &/or organization documents filed: Oregon

Ownership status: I own the property I own the property with others

I am purchasing the property*
 I lease the property*

* Owner Authorization form required (attached)

Property Owner

(Required if different than Applicant.)

Owner name / contact

Owner business (if applicable)

Phone number(s)

Email Address

Mailing address

City State ZIP Code

Do you expect property owner to be the same at time of project completion? Y N

Application Submittal

Minimum Requirements

To be eligible for Program funds, the following minimum requirements must be met:

- (1) The subject real property (**Property**) must be located within the Area;
- (2) Applicant must be the Property's current owner or must obtain the owner's prior written consent on the Application;
- (3) Applicant must not be delinquent on any City accounts (e.g., utility accounts) and real property taxes concerning the Property must be paid in full at the time of Application submission and all fund disbursements. If the Applicant is not the Property's current owner, both the Applicant and owner must not be delinquent on any City accounts and be current on their real property taxes;
- (4) The Property must not be subject to any tax abatements reducing its assessed market value (including, without limitation, tax credits, property-related subsidies, or any other tax exemption); provided, however, the Property may receive tax abatement or subsidies from The Dalles Vertical Housing Development Zone without impacting its eligibility under this Program;
- (5) The project for which Program funds are sought must be an Eligible Project meeting and seeking to advance Plan goals and objectives; and
- (6) Applicant must timely apply for Program funds on Agency's then-current Program application and in such manner as the Agency Manager (**Administrator**) may then prescribe.

Attachments

Separately attach the following documents:

- All relevant plans and specifications;
- Current photographs of the Property and adjacent buildings;
- Project schedule;
- Information concerning the Property, including ownership information and legal description;
- Title report to determine the extent of any existing liens or other encumbrances impacting the Property;
- Current property tax information for the Property; and
- All other information and/or documentation the Administrator deems necessary or appropriate to enable Agency to review the application and determine eligibility for the Program funds.

Public Information Notice

All documents and information contained in documents submitted by an Applicant to this Program are public records subject to the Agency's disclosure pursuant to the Oregon Public Records Law (ORS 192.311 *et seq.*) except such portions the Agency deems exempt from disclosure pursuant to ORS 192.345, 192.355, and other Oregon statutes or federal law. An Applicant may request the Agency consider portions of the Application *confidential* by submitting an analysis of the applicability of ORS 192.355(4) to the City Attorney prior to submission of this Application or any documents or information.

Property and Project Description

Property Description

Briefly describe the current use(s) and condition of the Property. This may include utility information, existing improvements, business uses and names of current commercial/industrial tenants, and number of current residential units.

Condition of the Property is occupied with small businesses. Current tenants include The Artisan Market, FireFly Womens Boutique and Gorge City Barbering. The downstairs space is unoccupied.

Project Narrative and Schedule

Briefly describe the proposed project and schedule of project completion. This may include business(es) committed to occupying the new/improved area, a description of the current development phase, estimated construction start/end dates, and type of work already completed.

Proposed project will improve the exterior entry way to the downstairs space in the building. The entry way will create a safe entry space with secure doors for the commercial space. The entryway is proposed to be cement pavers with drainage. In addition would be adding exterior lighting. Estimated construction start/end dates would start in October 2026 and be complete by December 2026. No work completed up to this point.

Eligible Projects

Please choose all that apply.

- Development of new residential units.
- Restoration, reuse, or upgrades to historically listed buildings, including adapting historic or culturally significant existing buildings in the Area to new uses. Such improvements must first receive Historic Landmarks Commission approval prior to Application submission.
- Temperature or ventilation system upgrades (e.g., HVAC); however, *like-for-like* replacements are ineligible.

- Interior and exterior infrastructure upgrades (e.g., plumbing, mechanical, electrical, sidewalk, drive-approaches, etc.).
- Parking lot improvements.
- Permanent improvements for upper floors of existing Area buildings to make the space usable (if not currently in use).
- Demolition in conjunction with redevelopment of blighted properties.
- Safety and accessibility improvements (e.g., ADA access improvements, elevator installation, architectural lighting, seismic reinforcement systems, etc.).
- Fire suppression systems included as part of a larger renovation Project. (Maximum of 75% of Total project costs)
- Roof repair or replacements as part of a larger renovation Project: Up to \$25,000 per structure
- Façade improvements, including: **(i)** restoration of masonry, brickwork, and/or wood and metal cladding; **(ii)** installation of new or replacement of existing replacement and/or repair of architectural features; **(iii)** installation of new or replacement of existing awnings; **(iv)** installation of new or replacement of existing exterior lighting; **(v)** installation of new or replacement of existing gutters and downspouts; **(vi)** installation of new or replacement of existing windows; **(vii)** entranceway modification and/or implementation of safety features; **(viii)** structural support for façade only; **(ix)** new construction for façade treatments; **(x)** painting of exterior walls when repairs to siding are made or part of new construction of the façade; and/or **(xi)** construction and installation of bike racks.
- Design or engineering work leading to permanent and physical improvements.
- Other permanent improvements and redevelopment aligned with Area and Agency goals as approved by the Administrator or Agency Board (as applicable), unless listed as an Ineligible Project.

Ineligible Projects

The following projects are not eligible for Incentive Program funding.

- Projects completed prior to grant funding award.
- Real property acquisition.
- General cleaning, maintenance, repairs, and replacement.
- Fire suppression systems for existing unchanged uses.
- Flooring removal not associated with hazardous material abatement.
- Flooring installation.
- Equipment purchases
- Financing costs/debt, interest payments, and or general operating expenses.
- Interior electrical and plumbing fixtures.
- Standalone painting Projects, unless part of qualified façade improvements.
- Landscaping, unless tied to building function as part of permanent site improvements.
- Security system installation or upgrades; and
- Other temporary, removable, or non-permanent improvements not aligned with Area and Agency goals as determined by the Administrator or Agency Board (as applicable).

Anticipated Financing

Grant funds will be committed prior to commencement of work but will not be disbursed until the Applicant provides proof of payment for the completed improvements (the Grant Agreement will have anticipated reimbursement schedule). Additionally, the Incentive Grant Program requires matching funds: Commercial Grant Applicants must fund at least 50% of total eligible project costs, Projects that include at least one new housing unit may qualify for a reduced 40% match. How will the improvements be financed?

- Bank / Credit Union Loan (name of lender): _____
- Other grant from City of The Dalles (list source, amount): _____
- Other Grant (list all grant sources): _____

- Other public funding (list source, amount, and whether secured/timing to secure): _____
- Other Urban Renewal Funding
- Private loan
- Equity Business Savings Personal Savings Gift Friend
- Other: _____

Public Benefit Statement

If your request exceeds a cumulative \$100,000, please attached a brief statement describing the anticipated public benefit, included economic impact, community alignment, and potential for catalytic redevelopment.

Eligibility of Proposed Project | Public Funding

Has the Property received other public funding or grants in the past five years? Is the Applicant or owner pursuing any other funding from City of The Dalles to carry out work on this property? Include details on source and amounts received or being pursued and note date of any public approvals.

Yes - recieved plumbing, electrical and HVAC support from Urban Renewal for the building.

Questions

Contact the City of the Dalles Economic Development Office at (541)296-5481 ext. 1129

Certification by Applicant

(Please initial and sign.)

APPLICANT AFFIRMATION

By initialing each below, the Applicant affirms the following statements in the event the Applicant is awarded any funding or credits under this Program for the Project:

- tg** I understand I will enter into a contractual Grant Agreement with the Agency and a lien equal to the value of any awarded funds disbursed or credits applied will be assessed against the Property for fifteen (15) years from the date of Project completion. I further understand and commit to reimbursing the Agency the value of any awarded funds if the Property receives any Abatements in during the 15-year period other than abatements or subsidies through The Dalles Vertical Housing Zone.
- tg** If I am awarded any Grants for a Commercial Project, I understand I am required to invest at least fifty percent (50%) of the improvement costs for Commercial Projects.
- tg** If I am awarded any Grants for a Project with a Residential component, I understand I am required to invest at least forty percent (40%) of the improvement costs.
- tg** I understand any funding or credits may only be used for costs incurred (1) after award and (2) after the Agency executes the Grant Agreement. I further understand any costs incurred prior to award or the Agency's execution of the Grant Agreement are ineligible for reimbursement.
- tg** I understand all awarded funds or credits must be applied toward permanent and physical improvements or design or engineering work leading to permanent and physical improvements.
- tg** I understand the Project complies with The Dalles Municipal Code, the City's Land Use and Development Ordinance (including zoning and design standards), and historic review. I further understand I must secure all required land use approvals prior to submitting this Application.
- tg** I affirm the Property is current with its property taxes and agree the Property owner is expressly responsible for all taxes associated with any award.
- tg** I authorize the Agency to request a title report on the Property subject to City Attorney review, and I understand the Agency may deny any awarded funding based on the title report and/or the number of liens assessed against the Property.
- I have read the FAQ's and Urban Renew Incentive Program Guidelines
- tg** I have no actual or potential conflicts of interest with the Agency, City, Wasco County, Northern Wasco County Parks and Recreation Department, Port of the Dalles, and Mid-Columbia Fire and Rescue District public officials.

APPLICANT CONTACT CERTIFICATION

I, _____, the Applicant Contact, certify I am authorized to sign on behalf of the Applicant. I understand the Agency must approve the proposed Project by executing a Grant Agreement before I am eligible for any reimbursements. Certain changes or modifications to the Project may be required by the Agency prior to its final approval. A Letter of Commitment will not be issued before the Agency receives the necessary bids, proposals, and documentation for the approved work. Any work commenced before the Agency issues a Letter of Commitment is not eligible for reimbursement. If approved for award, I hereby authorize the Agency to use before-and-after images or photographs of the Property and Project, both in print and online. I certify all information in this Application, and all information furnished in support of this Application, is true and complete to the best of my knowledge. The Agency may verify any of the information contained in or supporting this Application from any available source.

Applicant Signature

Date

Owner Authorization
(Required if owner is different than Applicant.)

AUTHORIZATION AND CONSENT OF OWNER

I, _____, am the owner of record for tax purposes of the Property addressed _____ in The Dalles, Oregon. I hereby authorize the Applicant, _____, to alter my Property as described in this Application. I do not waive the right to review and approve and proposed Project before it commences.

I certify I have reviewed and understand the Incentive Program guidelines, including property tax abatement and credit restrictions that will be in effect for 15 years.

Print name of owner

Owner Signature

Date

Urban Renewal Incentive Program Application Checklist

Required for All Applicants

A. General Eligibility

- Project is located within the Urban Renewal District
- Property is not tax-exempt (unless using approved VHDZ structure)
- No work has begun prior to execution of Project Agreement
- Applicant is the property owner or has written authorization from the owner

B. Application Form & Core Materials

- Completed and signed application form
- Project narrative (brief description of scope, goals, and use)
- Total project budget with eligible and ineligible costs clearly identified
- Matching fund breakdown, with match percentage confirmed
- Site map, sketch, floor plan, or renderings (as applicable)
- Itemized bids or estimates for all eligible work
- Current title report **Provided previously**
- Proof of secured match funding (bank statement, loan commitment, grant award, etc.)
- Conflict of Interest Disclosure
- Schedule of work, including anticipated start and end dates

C. Required If Request Exceeds \$100,000

- Public Benefit Statement describing community impact, alignment with UR goals, economic return an

D. Required If Request Includes Residential SDC Offset

- SDC estimate from permitting agency
- Number of new units documented
- Confirmation of full project funding and timeline for permit issuance

E. Optional / Supporting Documents

- Letters of support (neighbors, partners, investors, etc.)
- Historic district documentation (if applicable)
- Past Urban Renewal grant awards (if a phased project)

Urban Renewal Incentive Program Application Checklist

Required for All Applicants

F. Staff Use Only

- [] Application received date: _____
- [] Intake complete: Yes No
- [] Reviewed by: _____
- [] Project eligible under guidelines: Yes No
- [] Requires Board Review (> \$50K): Yes No



AGENDA STAFF REPORT

AGENDA LOCATION: 8.B

MEETING DATE: Tuesday October 21, 2025

TO: Chair and Members of the Urban Renewal Agency Board

FROM: Jacob Anderson, Economic Development Officer

ISSUE: Authorization to use Tony’s Site as a Laydown Yard for the Federal Street Plaza Construction Project

BACKGROUND:

The property commonly referred to as the Tony’s site is located at 401-407 East 2nd Street, on the east side of Federal Street between 1st Street and 2nd Streets. The Agency acquired this site as part of the downtown revitalization strategy and has previously invested in cleanup and stabilization efforts to prepare the property for future redevelopment.

The Federal Street Plaza project will reconstruct the central plaza and surrounding streetscape to enhance pedestrian connectivity, public space activation, and downtown vitality. As the project advances to construction, the City and contractor require a nearby staging area for materials, equipment, and temporary facilities. The Tony’s site provides an ideal location due to its proximity to the project area, direct street access, and ability to accommodate laydown operations without significant impact to nearby businesses or traffic circulation.

DISCUSSION:

Designating the Tony’s site as a temporary laydown yard will improve project logistics, reduce hauling and handling costs, and minimize congestion within the downtown core. The site offers a secure, accessible area for storing materials and equipment during construction, allowing for efficient coordination with the contractor and construction management team.

While this temporary use will provide clear operational benefits, it will also delay potential redevelopment of the site. This pause aligns with the current conditions as the proposed Fermentation Hub project is no longer moving forward.

The use is temporary and should conclude by November 2026. Following completion of construction, the site will be cleared and restored in preparation for continued planning toward future redevelopment.

BUDGET IMPLICATIONS:

There is no direct fiscal impact to the Agency. The use of the Tony's site is expected to lower project delivery costs and support timely completion of the Federal Street Plaza improvements.

BOARD ALTERNATIVES:

1. ***Staff recommendation: Move to adopt the Tony's Site as a laydown yard for the Federal Street Plaza project and authorize staff to sign the License Agreement.***
2. Not allow the Tony's Site as the Laydown Yard for the Federal Street Plaza Project.
3. Other Direction to Staff.

Attachments:

- **Attachment 1** – License Agreement

LICENSE AGREEMENT

This LICENSE AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**), and the Columbia Gateway Urban Renewal Agency, an Oregon urban renewal agency duly formed and operating under the provisions of ORS Chapter 457 (**Agency**).

WHEREAS, Agency owns that certain real property (**Lot**) addressed 401 and 403 E 2nd Street in The Dalles, Oregon, depicted in Assessor's Map No. 1N 13E 3 BD as Tax Lots 2300 and 2200 and legally described, to wit:

Parcel 1

Lot 11, Block 5, LAUGHLIN'S ADDITION TO DALLES CITY, in the City of The Dalles, County of Wasco and State of Oregon.

Parcel 2

Lot 12, Block 5, LAUGHLIN'S ADDITION TO DALLES CITY, in the City of The Dalles, County of Wasco and State of Oregon.

WHEREAS, City requested the Agency's permission to use Lot as a laydown yard for its Federal Street Plaza Project (**Project**); and

WHEREAS, the Agency desires to formalize and qualify its grant of permission to City as provided herein.

NOW, THEREFORE, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the Parties agree:

- A. **License**. The Agency grants City a temporary, personal, and revocable license (**License**) to use the Lot. The Agency's grant of permission is subject to the following requirements:
1. **Authorized Use**. City agrees to use the Lot for the purpose of a laydown yard for its Federal Street Plaza Project, only.
 2. **Access**. City agrees its right to ingress and egress the lot is not limited to access from the alley gate, only. Any fencing removal will be replaced in accordance pursuant to Section C.
 3. **Term and Revocation**. The Parties agree this Agreement and the License's effective term (**Term**) commences upon this Agreement's mutual execution and expires at Project completion.
 4. **Maintenance**. City shall be responsible for the Lot's maintenance, ensuring the Lot remains in compliance with all laws, and keeping the Lot free from rubbish, trash, weeds and other noxious vegetation, and all hazards at no additional cost or expense to the Agency.
 5. **Prohibitions**. City agrees to not: **(i)** construct or place permanent structures on the Lot; **(ii)** engage in any excavation activities within the Lot; **(iii)** derive material benefits or income from the Lot; **(iv)** use or permit use of the Lot by any person other than City and

City's invitees; **(v)** assign City's interest in this Agreement, including the License, without the Agency's written agreement; and **(vi)** violate or permit violation of any applicable law relating to the Lot.

6. **Indemnity.** City agrees to indemnify, defend, and hold harmless the Agency and its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for City's (including City's agents', invitees', and permitted successors' and assigns') acts or omissions in the performance of this Agreement.
7. **Insurance.** City agrees to obtain and maintain for the duration of the Term a policy or policies of insurance providing for at least Commercial **General Liability coverage** in the amounts of \$1,000,000 (*per occurrence*) and \$2,000,000 (*in aggregate*) covering the Lot and naming **Columbia Gateway Urban Renewal Agency, its officers, employees, and agents** as an additional insured. City agrees to provide the Agency with written evidence of the policy or policies prior to any use of the License. City agrees to provide the Agency thirty (30) days' written notice prior to any cancellation, material change, or reduction of any coverages or limits contemplated by this Agreement.
8. **Control.** City agrees, notwithstanding the License to use the Lot, the Agency retains sole control of the Lot and authority to engage in all activities incident thereto.

B. **Agreement Modification and Termination.** The Parties agree this Agreement may only be modified by a written, mutual, and duly executed amendment. Either Party may terminate this Agreement upon delivery of 30 days' notice of intent to terminate (**Notice**) to the other Party. City agrees its obligation to indemnify the Agency pursuant to Section A(6) herein for liabilities arising during or connected with this Agreement's existence survives this Agreement's termination.

C. **City Obligations at Revocation or Termination.** City agrees to return and restore the Lot as nearly as possible to the condition it was in prior to City's use within 30 days from the Notice's date at no additional cost or expense to the Agency. Expressly, unless waived by the Agency in writing, City agrees to remove any City-installed fencing and all other improvements and materials (at no additional cost or expense to the Agency) within 30 days from the Notice's date; if City fails to so remove, the Parties agree the Agency or its contractor may cause the removal at the Agency's expense and City agrees to make the Agency whole for its potential expenses herein.

D. **General Provisions.**

1. **Governing Law and Venue.** The Parties agree this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon and the exclusive venue for all actions relating to this Agreement shall be in the Circuit Court of the State of Oregon for Wasco County.
2. **Integration.** The Parties agree this Agreement represents the full and final agreement between the Parties on this matter and supersedes all prior or contemporaneous negotiations and agreements between them.

3. **Severability.** The Parties agree any provision of this Agreement deemed illegal or unenforceable is severed from this Agreement and the other provisions remain in force.
4. **Counterparts.** The Parties agree this agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between them.
5. **Notices.** All notices required or permitted to be given under this Agreement shall be deemed delivered and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

To the Agency: Agency Manager
 Columbia Gateway Urban Renewal Agency
 313 Court Street
 The Dalles, OR 97058

To the City: City Manager
 City of The Dalles
 313 Court Street
 The Dalles, OR 97058

IN WITNESS WHEREOF, the Parties have duly executed this **LICENSE AGREEMENT** this ____ day of _____, 2025.

**COLUMBIA GATEWAY URBAN
RENEWAL AGENCY**

CITY OF THE DALLES

Joshua Chandler, Agency Manager

Matthew B. Klebes, City Manager

ATTEST:

Amie Ell, City Clerk