

COLUMBIA GATEWAY URBAN RENEWAL AGENCY BOARD

August 19, 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. ELECTION OF OFFICERS
6. APPROVAL OF MINUTES
 - A. May 20, 2025
 - B. July 15, 2025
7. PRESENTATIONS
 - A. The First Street Project – Joshua Chandler, Urban Renewal Manager
8. PUBLIC COMMENT – During this portion of the meeting, anyone may speak on any urban renewal subject. Five minutes per person will be allowed.
9. 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
10. DISCUSSION ITEM:
 - A. Consideration of Ownership Transfer – 1st Street Parking Lots
11. BOARD MEMBER COMMENTS / QUESTIONS

12. STAFF COMMENTS / PROJECT UPDATES

13. 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

May 20, 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, Vice Chair
- BOARD PRESENT:** Staci Coburn, Scott Hege, (arrived at 6:40 p.m.), Darcy Long (joined via Zoom at 6:38 p.m. and left at 6:43 p.m.), Timothy McGlothlin, and Ben Wring
- BOARD ABSENT:** Walter Denstedt, Kristen Lillvik, and Marcus Swift
- STAFF PRESENT:** Director and Urban Renewal Manager Joshua Chandler, Economic Development Officer (EDO) Jacob Anderson, City Attorney Jonathan Kara, City Recorder Amie Ell, Administrative Assistant Crystal Sayre

CALL TO ORDER

The meeting was called to order by Vice Chair Richardson at 5:35 p.m.

PLEDGE OF ALLEGIANCE

Board Member McGlothlin led the Pledge of Allegiance.

APPROVAL OF AGENDA

Due to the absence of a quorum at the start of the meeting, approval of the agenda was postponed until later in the meeting.

Upon Chair Long's arrival at 6:38 p.m., establishing a quorum, a motion was made to approve the agenda. It was moved by Coburn and seconded by Wring to approve the agenda as prepared. The motion carried 5/0; Coburn, Long, McGlothlin, Richardson and Wring voting in favor, none opposed, Denstedt, Hege, Lillvik, and Swift absent.

APPROVAL OF MINUTES

Due to the absence of a quorum at the start of the meeting, approval of the minutes was postponed until later in the meeting.

Upon Chair Long's arrival at 6:38 p.m., establishing a quorum, a motion was made to approve the agenda. It was moved by Wring and seconded by McGlothlin to approve the minutes of March 18, 2025, as submitted. The motion carried 5/0; Coburn, Long, McGlothlin, Richardson and Wring voting in favor, none opposed, Denstedt, Hege, Lillvik, and Swift absent.

PRESENTATIONS

Mint Building, 710 East 2nd Street, The Dalles

Timothy Schechtel opened the presentation with a historical overview of the Mint Building redevelopment, including archival images dating back to its original 1860s stone masonry (Attachment 1). He detailed work completed since 2005, emphasizing milestones such as the cellar excavation, water and sewer infrastructure upgrades, grease trap installation, new loading dock, fire suppression boring through existing masonry, and repaving of the alleyway. The project also included a major investment in structural reinforcement, such as dry pack overlays to level century-old concrete floors and new commercial-grade kitchen infrastructure.

Steve Light, owner of Freebridge Brewing, contextualized the project within the brewery's long-term growth plans. He highlighted how updated building code requirements necessitated a fire suppression system due to adjacent use classifications, significantly increasing project cost. Mr. Light described the financial strain from delayed Urban Renewal funding, noting that construction had to proceed under emergency conditions in 2024 despite the funding freeze. He emphasized the project's public benefit, including expanded kitchen space, new seating, job creation, and ROI for the community. Mr. Light requested the Board to acknowledge the unique circumstances and support conditional reimbursement for eligible remaining work. The proposal was later discussed under Action Item 9. C., Incentive Program Grant Request: *Mint Building* (Redevelopment Phase II), 710 East 2nd Street.

Craig's Building, 323 East 2nd Street, The Dalles

Ellen Fortin introduced the project team and the redevelopment concept for the Craig Building, located at Second and Federal Streets. David Brown, building owner, provided background on his ties to The Dalles (Attachment 2), his agricultural and wine industry experience, and his vision to support downtown revitalization through wine-centric tourism. He referenced the success of communities such as McMinnville and Dundee and emphasized the potential to create a vibrant hub that could serve as a gateway to wine country, aligning with broader community and urban renewal goals.

Mr. Brown stated that the Craig Building could be transformed into a central gathering space – similar to Red Hills Market in Dundee or Oakville Grocery in Napa – with a mix of retail, food, and hospitality offerings. He emphasized his longstanding collaboration with architects Ellen Fortin and Jim Green, whose design and project management capabilities he highlighted.

Ms. Fortin shared architectural concepts and precedent imagery illustrating the evolution of the building's façade, opportunities to open the building to the street, and ideas for activating the adjacent Federal Plaza. She stressed the importance of shade, pedestrian comfort, and consistent design standards to create a successful and vibrant urban space. She also expressed interest in reusing the existing mural and aligning with the City's design direction for downtown.

Shem Harding outlined the results of the team's due diligence, including structural, mechanical, and environmental assessments. The building was found to be in generally good condition with modern infrastructure in place.

Mr. Harding described a phased redevelopment approach:

Short-Term Goals: Activate the ground floor with temporary uses such as pop-up retail or event space, timed with the completion of the adjacent Federal Plaza.

Mid-Term Goals: Establish a permanent market, café, or deli; initiate residential use on the second floor.

Long-Term Vision: Full buildout including restaurant space, lodging, event space, and residential apartments—potentially creating up to 30 permanent jobs.

The team is exploring grant opportunities, including the Diamonds in the Rough program through Oregon Heritage, and expressed interest in Urban Renewal support.

Board Member McGlothlin praised the vision and potential impact on downtown vitality and expressed support for increased upper-story residential uses and downtown walkability.

Board Member Wring emphasized the importance of upper-level housing and aligning with City Council goals related to housing and downtown activation.

Board Member Coburn commended the clear presentation and vision, and inquired about potential job creation, which Brown estimated at approximately 30 employees upon full buildout.

EDO Anderson asked for feedback from the Board regarding Urban Renewal priorities—whether the focus should be on activating the first-floor retail space or prioritizing second-story residential development. Vice Chair Richardson requested that staff circulate the question to the full Board for input, recognizing that only a portion of the Board was present.

Board Members generally supported aligning redevelopment with the timeline of the Federal Plaza project, emphasizing coordination to avoid redundant investments and to maximize impact. The applicants expressed a desire to collaborate with the City and Urban Renewal Agency on plaza design to ensure integrated and complementary development.

Mr. Brown and Ms. Fortin thanked the Board for their time and expressed interest in continued partnership. Staff committed to sharing the presentation materials with the full Board and initiating follow-up discussions as appropriate.

PUBLIC COMMENT

None.

PUBLIC HEARING

Adoption of the Fiscal Year 2025/26 Budget for the Columbia Gateway Urban Renewal Agency

Vice Chair Richardson read the rules governing a public hearing. He then opened the public hearing at 6:43 p.m.

Urban Renewal Manager Chandler reported that the budget had been reviewed and approved by the Urban Renewal Budget Committee on April 16, 2025. Staff recommended adoption with no changes.

No public testimony was received.

It was moved by Board Member McGlothlin and seconded by Board Member Hege to adopt Resolution No. 25-002 adopting the Fiscal Year 2025/26 budget and certifying a request for maximum tax revenue to the county assessor. The motion carried 5/0; Coburn, Hege, McGlothlin, Richardson and Wring voting in favor, none opposed, Denstedt, Lillvik, Long, and Swift absent.

Vice Chair Richardson closed the public hearing at 6:45 p.m.

ACTION ITEMS

Resolution No. 25-003, a Resolution Amending the Columbia Gateway Urban Renewal Agency Incentive Program Guidelines

(EDO Anderson presented Resolution No. 25-003, proposing updates to the Urban Renewal Incentive Program Guidelines. He explained that although the Board previously reached consensus on several amendments, staff and legal counsel recommended formal adoption by resolution for clarity and consistency. In addition to the changes previously discussed, Anderson noted the inclusion of:

- A requirement for a public benefit statement for projects exceeding \$100,000, as a middle ground in lieu of a formal ROI analysis;
- A conflict of interest provision, added to enhance transparency;
- Clarification that Development Funding Agreements (DFAs) are distinct from the general incentive program, with standalone guidelines to be developed.

Anderson confirmed the changes were based on transcripts and past Board discussions. He also thanked former EDO Dan Spatz for assisting during the transition.

Vice Chair Richardson invited comments or questions. No additional input was received from the Board or public. Former EDO Dan Spatz, attending as a member of the public, expressed support for Anderson and the proposed changes.

It was moved by Wring and seconded by Coburn to adopt Resolution No. 25-003, amending the Urban Renewal Incentive Program Guidelines, effective May 21, 2025, as presented. The motion carried 5/0; Coburn, Hege, McGlothlin, Richardson and Wring voting in favor, none opposed, Denstedt, Lillvik, Long and Swift absent.

Incentive Program Grant Request: *Mint Building* (Redevelopment Phase II), 710 East 2nd Street

Vice Chair Richardson invited the applicants, Mr. Schechtel and Mr. Light, to return to the meeting for deliberation on their grant request for Phase II of the Mint Building redevelopment.

EDO Anderson provided a detailed staff report outlining the complexities of the request. While the applicant originally requested \$300,000, they acknowledged a prior \$50,000 award and revised the request to \$250,000. However, much of the work is already underway or completed, which renders it ineligible for reimbursement under the current Urban Renewal Incentive Program (URIP) guidelines. The staff recommendation was to offer conditional approval for eligible future expenses only, with a not-to-exceed amount of \$250,000, contingent on submission of required documentation including a public benefit statement, construction schedule, title report, confirmation of matching funds, and itemized bids for remaining work. Anderson emphasized that staff would verify project status through a site visit before executing any agreement.

Mr. Schechtel provided context regarding project delays and financial hardship due to uncertain funding availability. He emphasized the urgent need to move forward and reiterated willingness to comply with staff's verification process.

City Attorney Jonathan Kara confirmed that the URIP guidelines—both past and newly adopted—prohibit retroactive payments for work completed prior to a grant agreement. He clarified that while the Board could legally consider such funding under a Development Funding Agreement (DFA), doing so through the URIP would be inconsistent with Oregon Revised

Statutes (ORS 457.170(6)) and could create audit and legal risks. Any retroactive funding consideration would need to be handled separately through a DFA process.

The Board then discussed whether to direct staff to explore the legality of retroactive payments through a DFA. Although several Board members expressed skepticism about setting precedent, they agreed that further legal research was warranted. Staff was directed to consult legal counsel and return with findings on whether retroactive reimbursements could lawfully be pursued via a development funding agreement, without yet initiating DFA negotiations.

Board Member McGlothlin moved to approve the grant request, with the Staff recommended conditions, and authorize execution of a grant agreement; Board Member Coburn seconded. The motion carried 5/0; Coburn, Hege, McGlothlin, Richardson and Wring voting in favor, none opposed, Denstedt, Lillvik, Long and Swift absent.

DISCUSSION ITEMS

First Street Project and Basalt Commons Discussion

Urban Renewal Manager Chandler provided an update on the First Street project. Renderings are currently in development by Walker Macy, the design firm that also worked on the Federal Street Plaza, with a goal of presenting a visual update to the Board in July. Chandler noted that visual materials will improve public messaging compared to traditional engineered plans.

The archaeological report has been submitted to the State Historic Preservation Office (SHPO) and is under review. A mitigation plan will be required due to the anticipated adverse effect on the historical character of First Street. A site visit with SHPO is expected in June to review proposed mitigation measures in advance.

Additionally, the First Street parking lots are scheduled to be repaved during the first week of June. Construction will be monitored by an on-site archaeologist due to the site's archaeological sensitivity. Notices will be sent to all property owners within 300 feet, and City road crews will conduct direct outreach to adjacent businesses along Second Street.

In response to questions from Board Member Coburn, Chandler confirmed that the new parking lot near the Basalt Commons site is part of a City -- Urban Renewal partnership. However, development of the lot has been delayed to avoid potential damage from its use as a construction laydown area during the Basalt Commons project.

Vice Chair Richardson asked about progress on the Basalt Commons project. Chandler stated that building permit reviews are underway by both the City and Wasco County. He noted that an update from the developer is anticipated at the June Board meeting, either in person or in writing, pending final confirmation.

BOARD MEMBER COMMENTS / QUESTIONS

Board Member McGlothlin expressed strong support for the Craig Building vision, praising its focus on walkability, wine tourism, and adaptive reuse. He emphasized the importance of creating public gathering places and ensuring adequate residential parking.

Board Member Wring highlighted the City Council's ongoing prioritization of downtown residential housing.

Board Member Coburn thanked the presenters and noted the long-overdue recognition of the Craig Building's potential.

Vice Chair Richardson encouraged continued transparency and communication as the Board helps guide transformational investments in the downtown core.

ADJOURNMENT

Being no further business, the meeting adjourned at 8:25 p.m.

Meeting conducted in a room in compliance with ADA standards.

Submitted by/
Crystal Sayre, Administrative Assistant
Community Development Department

SIGNED: _____
Dan Richardson, Vice Chair

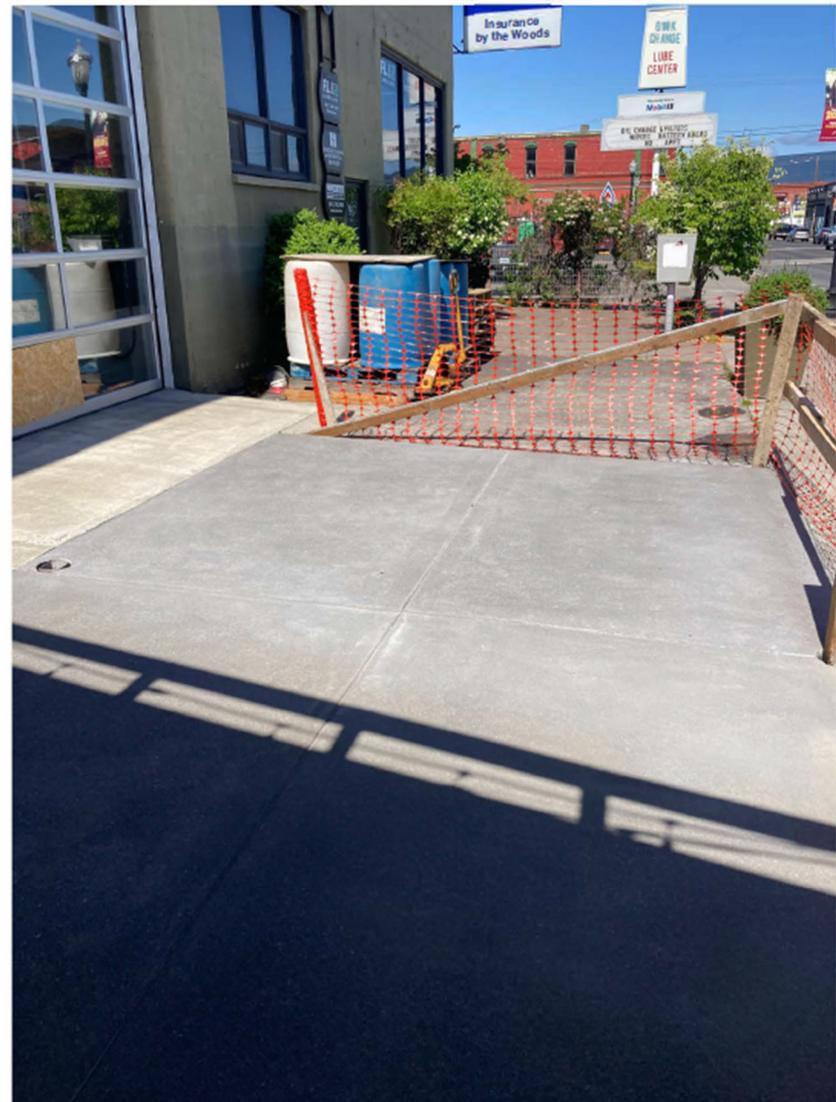
ATTEST: _____
Crystal Sayre, Administrative Assistant
Community Development Department

DRAFT



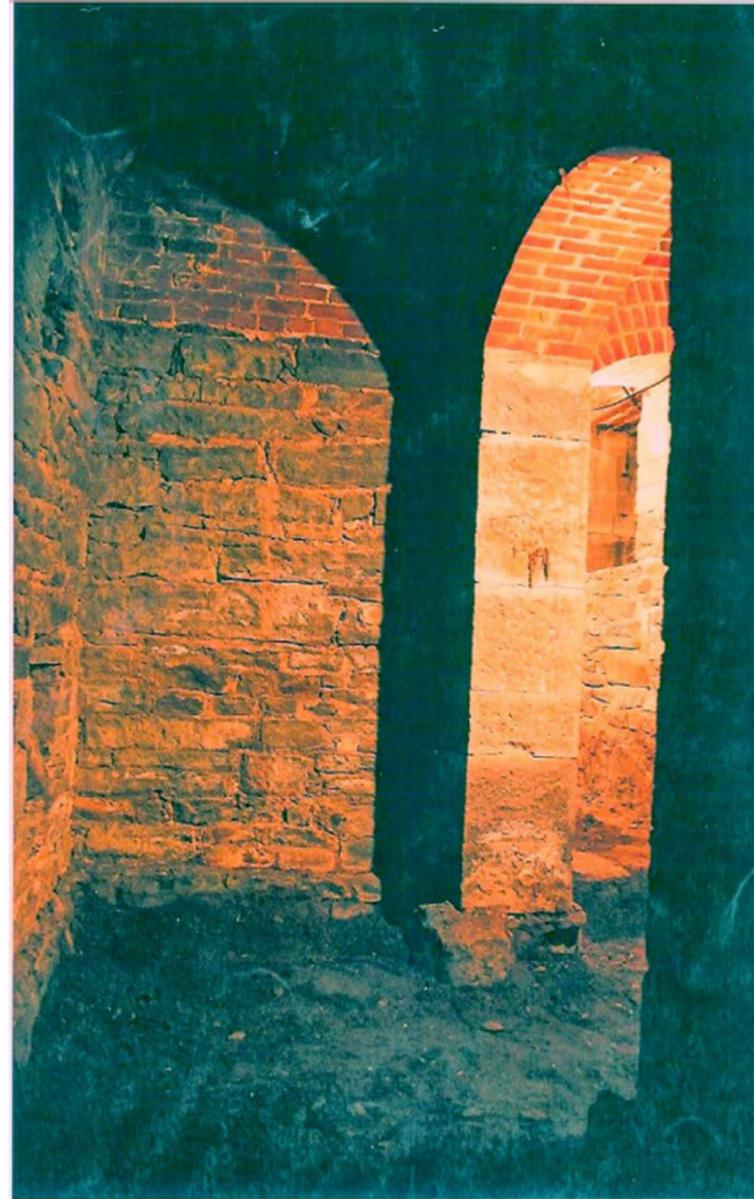


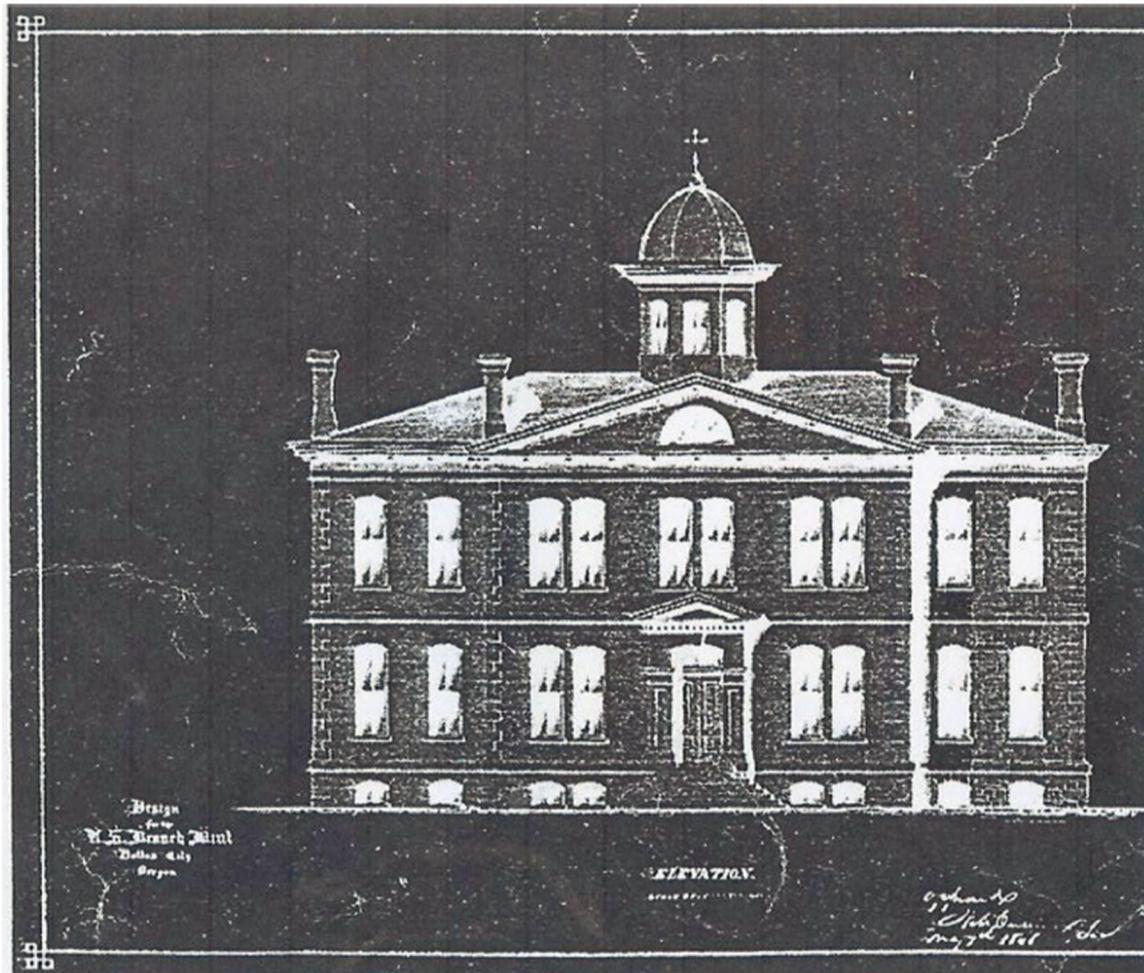




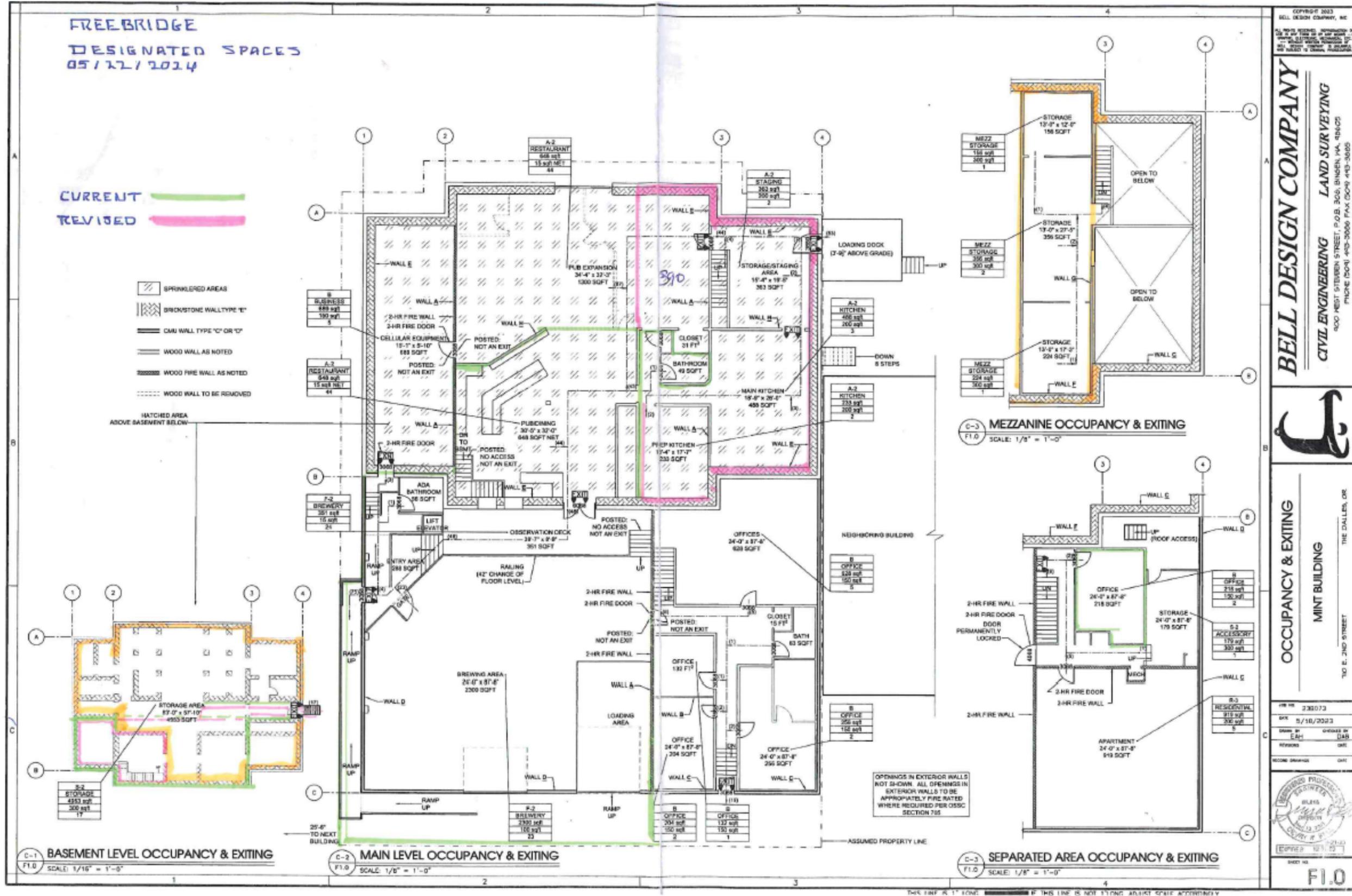






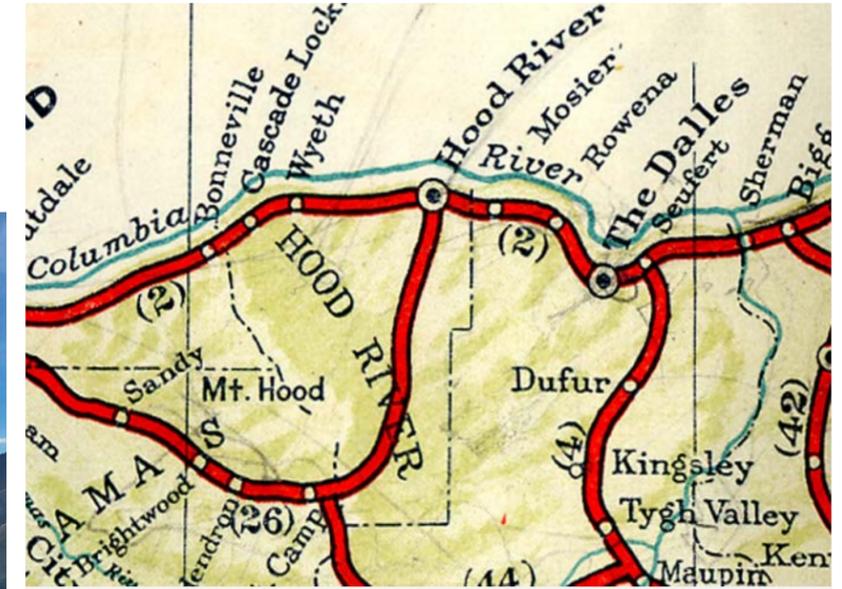


This artists rendering shows how the front of the U.S. branch mint at Dallas would have looked if fully completed to plan. Today the stone building, flat-topped and without its dome or second floor, is privately owned and has an addition to its front now.



+ Craig Building
The Dalles Oregon

The Dalles: Gateway to the Columbia Gorge



Craig Building team:

- David Brown, Owner
- Emily Sipe, Project Manager for Owner
- Ellen Fortin,
Ellen Fortin Design + Architecture - Design Architect
- Shem Harding,
DECA Architecture – Architect of Record



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+ **Craig Building**
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Connection to The Dalles



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Connection to The Dalles



Mitchell Lewis & Staver: Water Solutions Since 1882

- Our 14 branches serve over 1,700 accounts across the Western U.S., supporting more than 10,000 farms, homes, and businesses with critical water system solutions
- Our expansive pump and water system sales + service span across agriculture, municipal, and industrial sectors
- We enjoy strong, long-standing partnerships with global leaders in water technology such as Pentair and Xylem
- Our engineered systems division develops custom pump solutions for complex, high-demand applications



Mitchell Wine Group: Independent Wine & Spirits Importer and Distributer

- We serve hundreds of accounts across Oregon, including major retailers like Costco, Whole Foods, and New Seasons
- Our mission of continued successful wine product acquisitions, strengthens our portfolio diversity and supplier relationships
- We represent distinguished producers of domestic and international wine and iconic industry brands, such as Riedel
- Our premium wine sales, strategic brand curation + market focus, have allowed us to achieve double-digit growth
- With Mitchell Spirits, we now offer full-service brokerage for craft spirits with OLCC compliance



Threemile Vineyard: Distinctive Estate Vineyard in the Columbia Valley AVA

- We are home to 18 distinct varietals, including those rarely grown in Oregon, such as Albariño and Mencía
- Our harvest of 120 tons of premium wine grapes in the most recent year, focused on quality and sustainability
- Our certified organic farming practices, paired with precision viticulture, optimize vineyard health and fruit expression
- We are developing a proprietary private label wine, with distribution planned in the coming year

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The Craig Building
Past and Present



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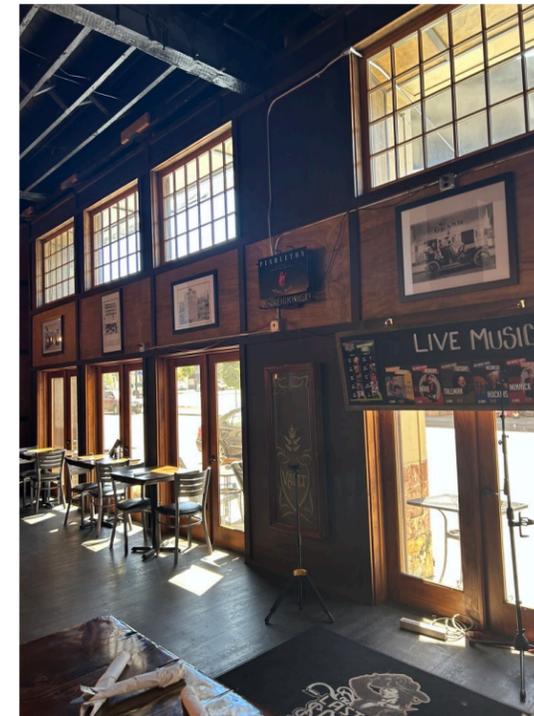
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Storefront
Precedents



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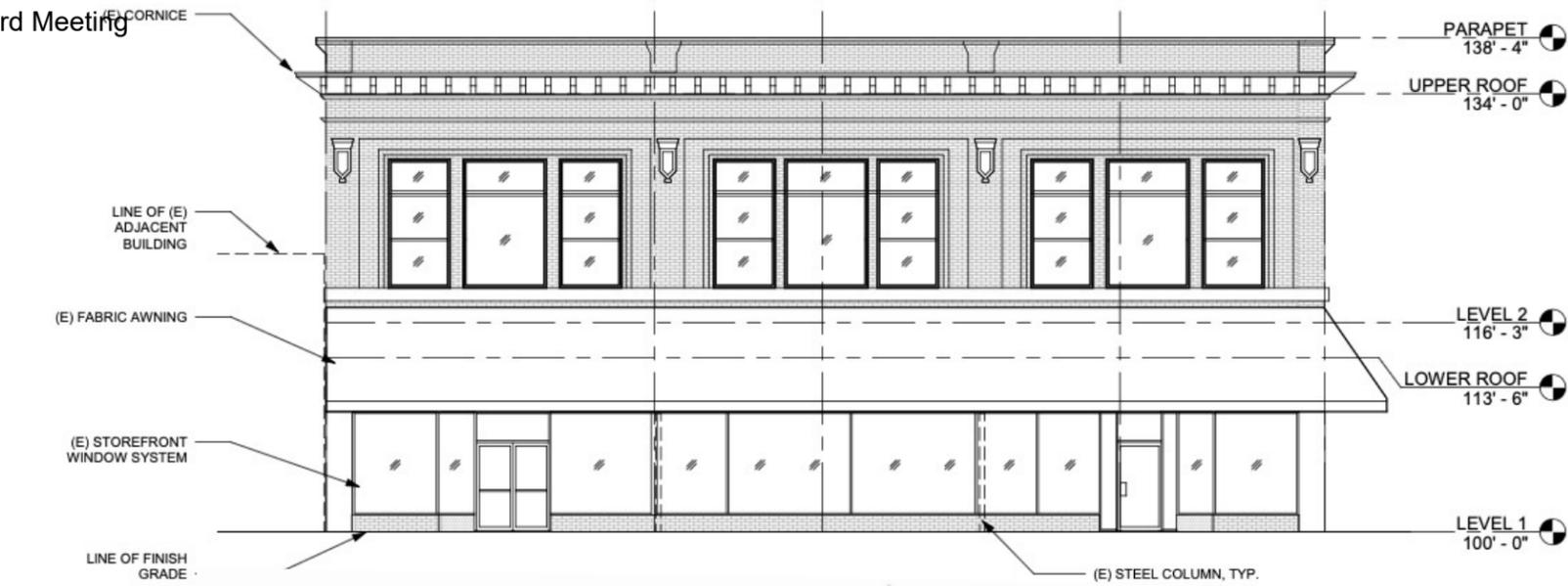
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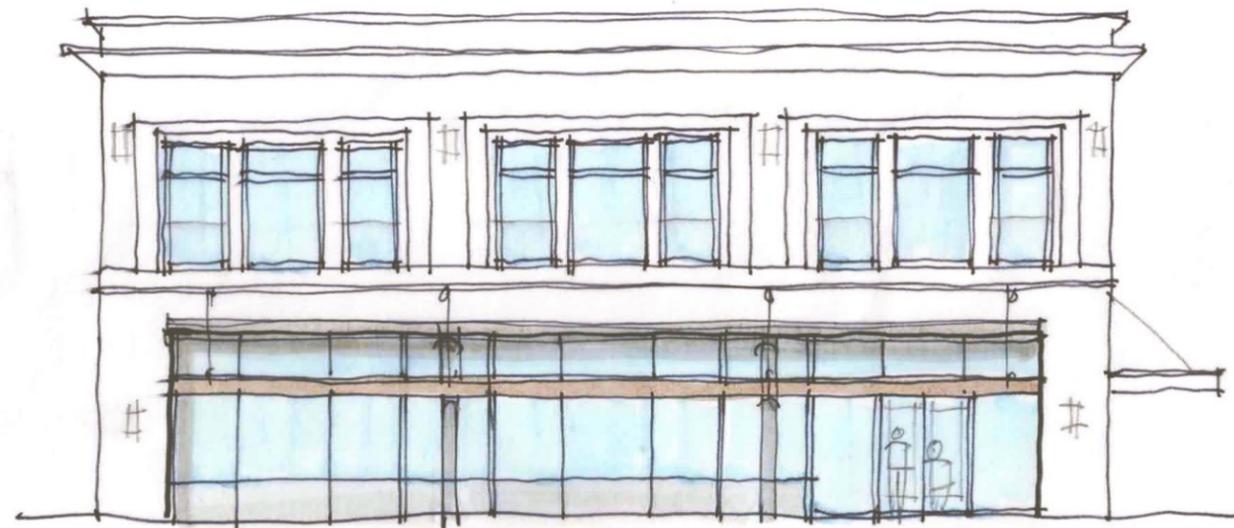
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① **ELEVATION - SOUTH**
 1/8" = 1'-0"



2nd Street Elevation Studies

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2nd Street View

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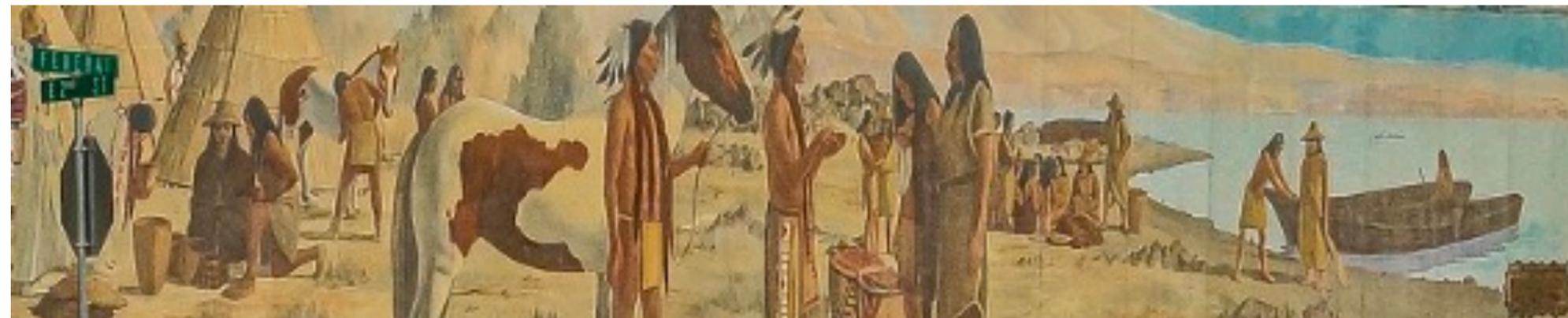
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Federal Street Plaza and the Craig Building



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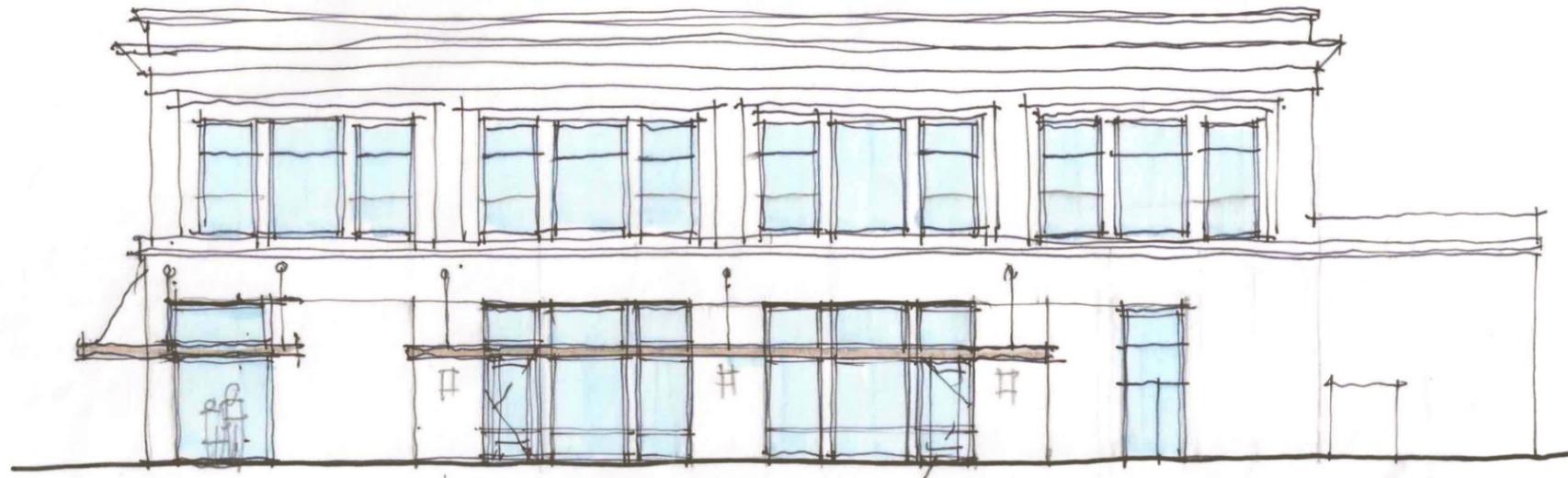
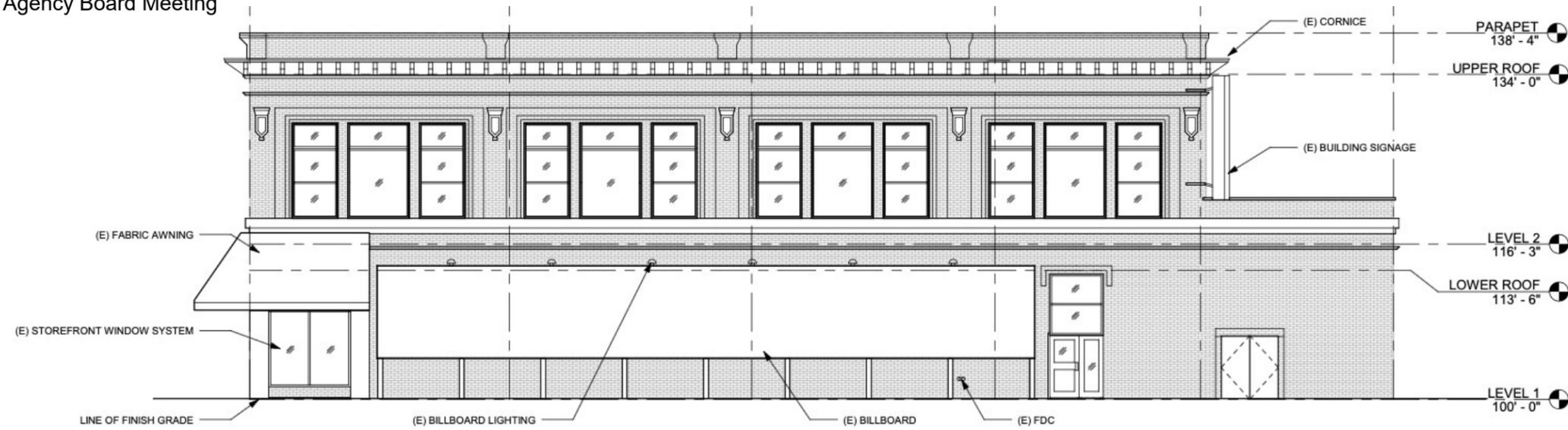
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Federal Street Plaza Elevation Studies

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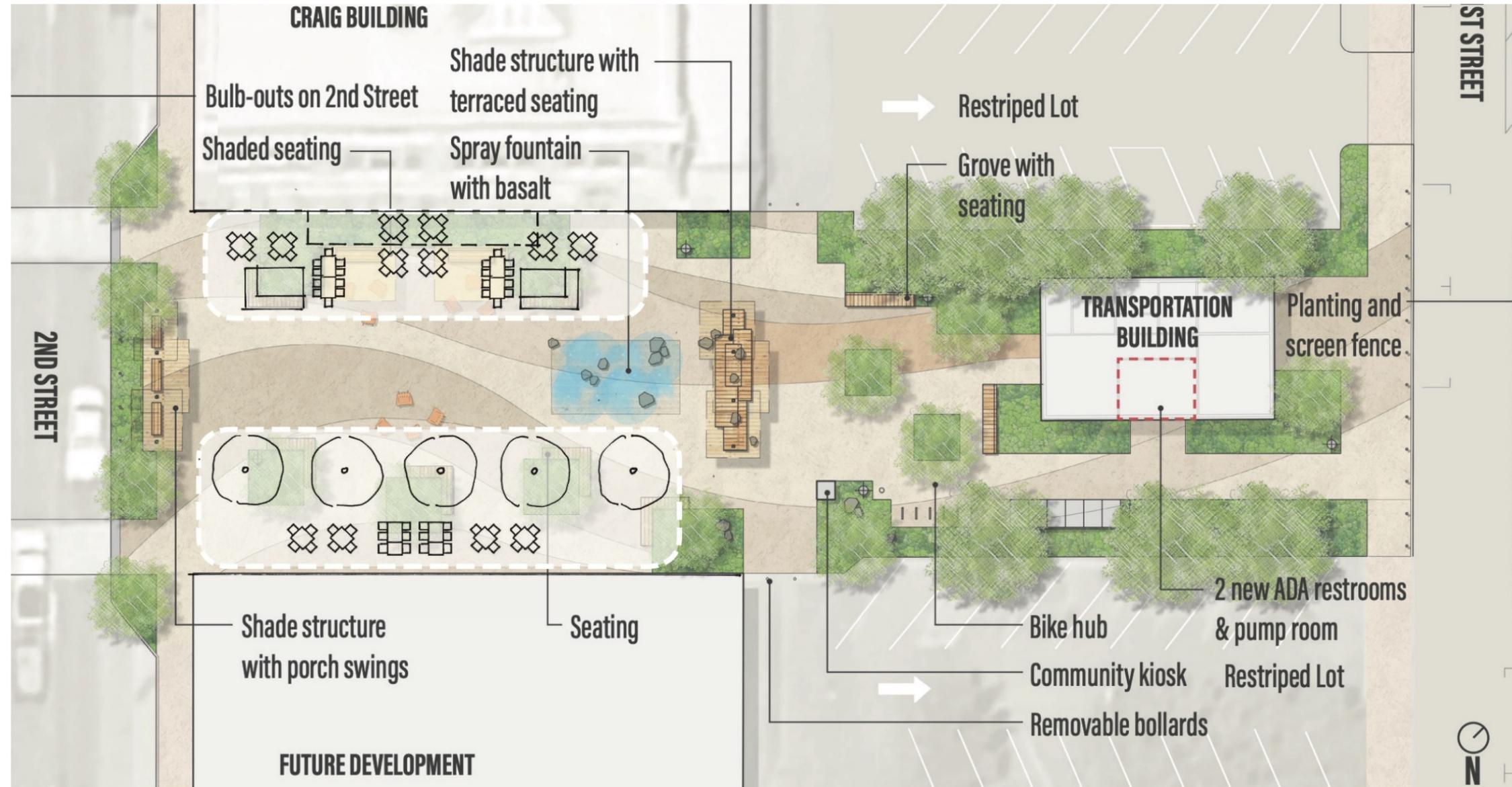
Federal Street Plaza
Precedent Character



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Federal Street Plaza Concept Plan

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Federal Street Plaza View from 2nd Street

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Federal Street Plaza View

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Building Infrastructure upgrades

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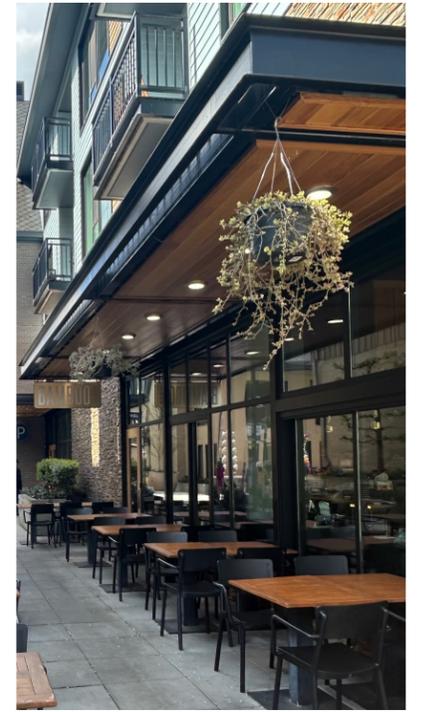


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+ **Craig Building**
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1st Floor Uses + Activities



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2nd Floor Uses + Activities



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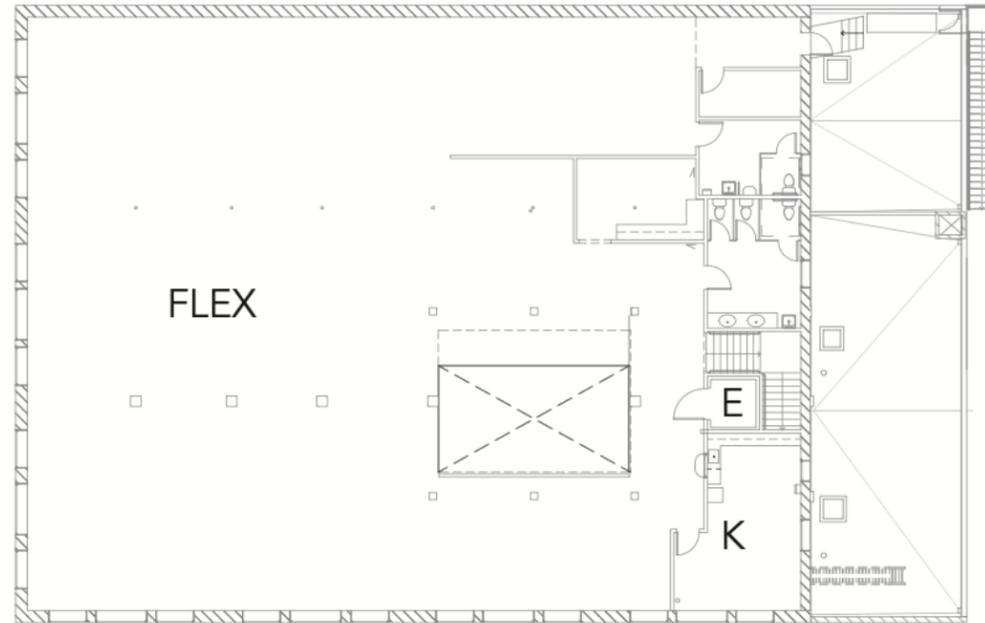
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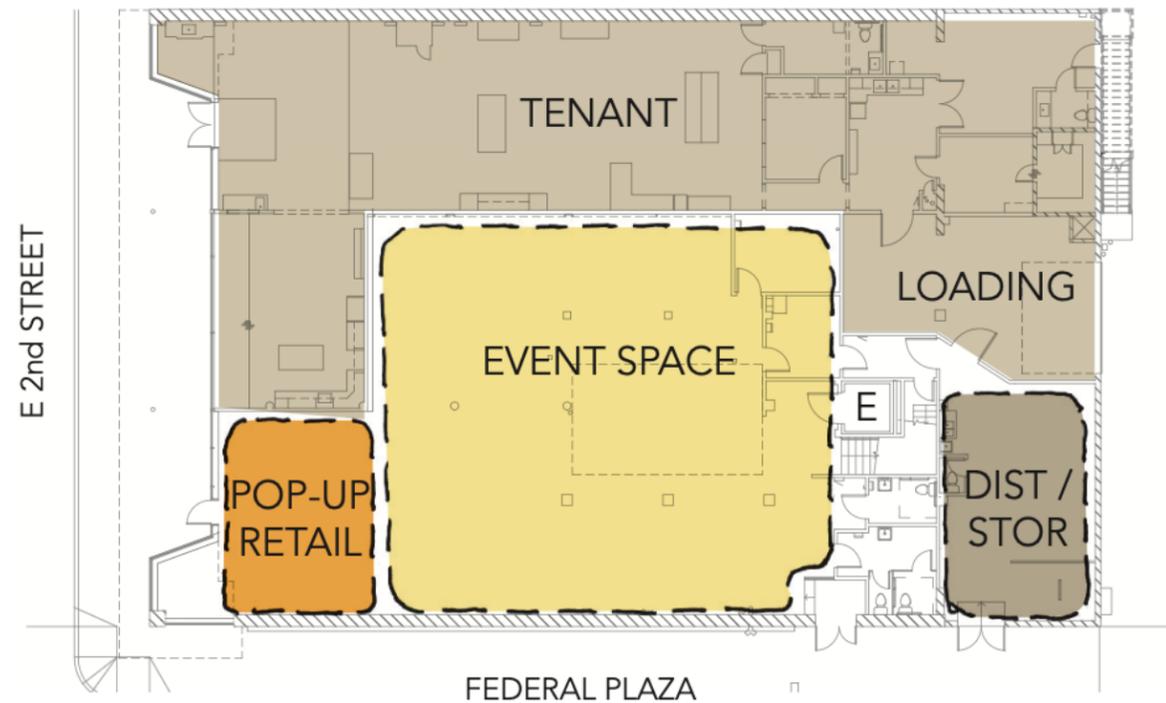
LEVEL 2



NEAR-TERM 2025-26

- + Activate ground level
- + Support plaza
- + Winery support & distribution
- + Events / pop-up retail

GROUND LEVEL



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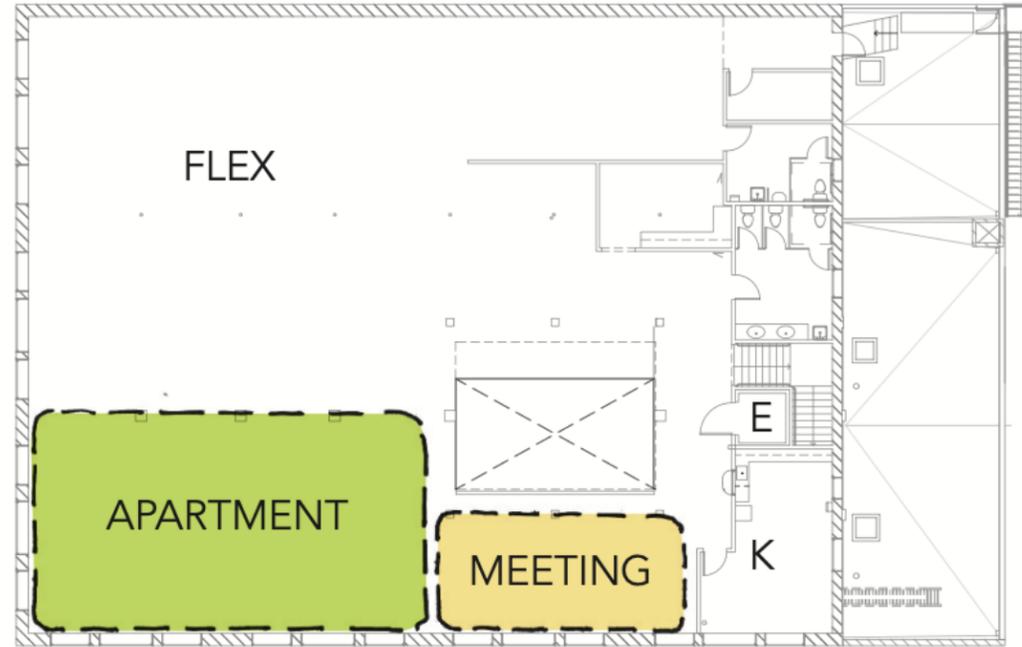


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+ Craig Building
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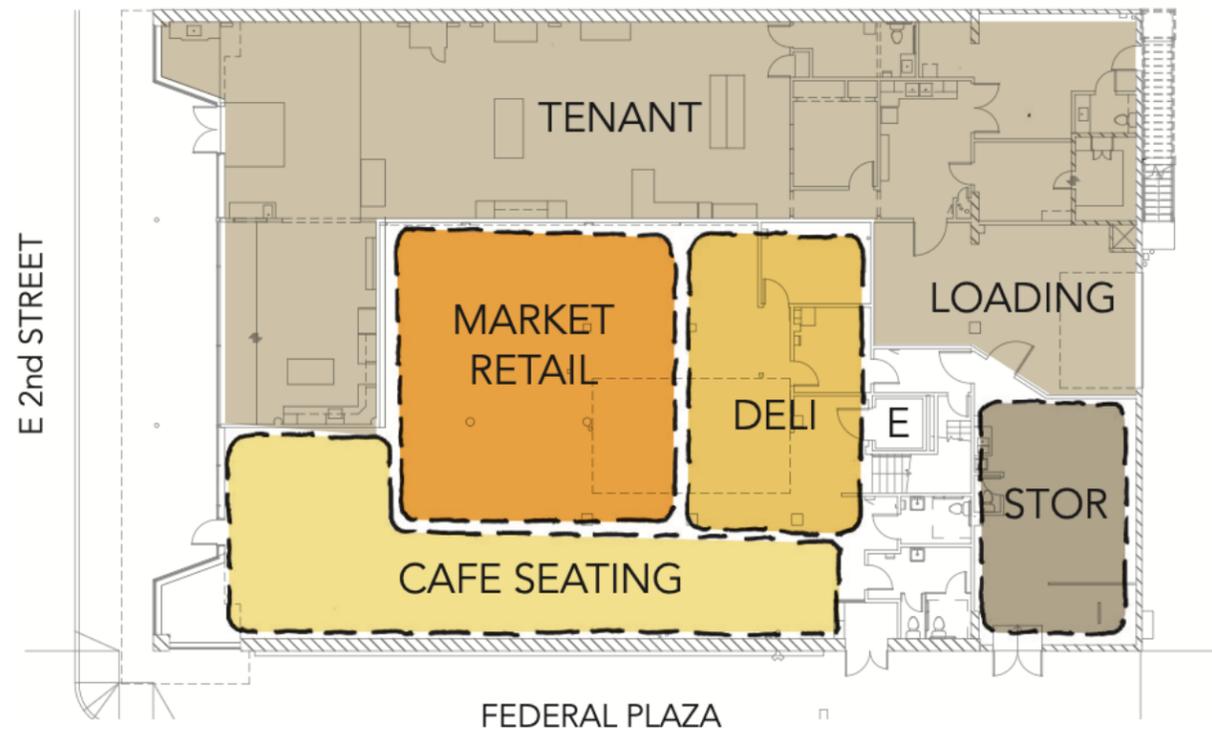
LEVEL 2



MID-TERM 2027-28

- + Cafe and seating
- + Market grocery retail
- + Limited residential
- + Meeting & education space
- + Storage & support

GROUND LEVEL



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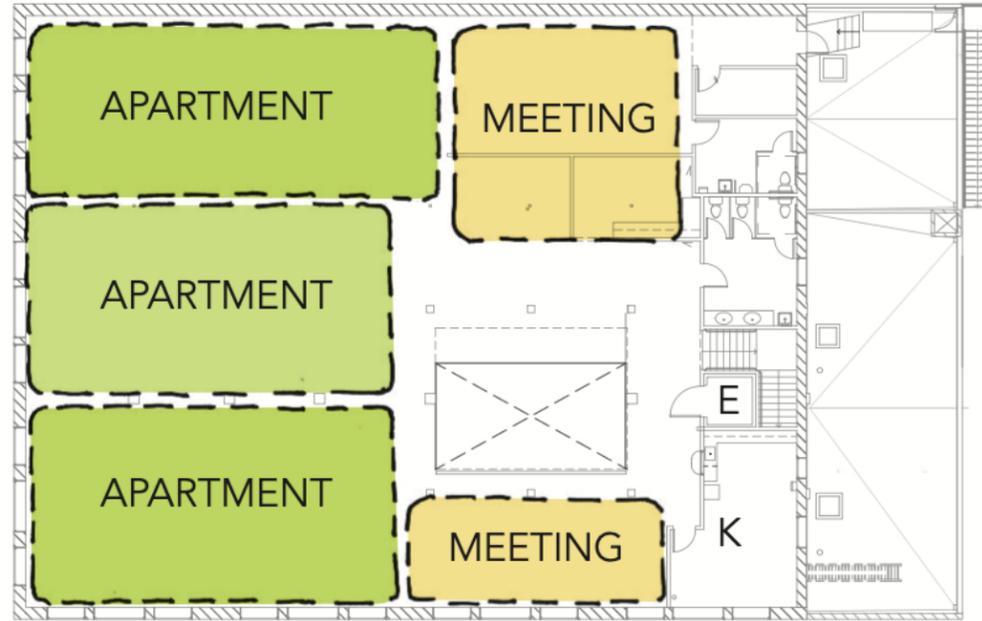
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+ Craig Building
The Dalles Oregon

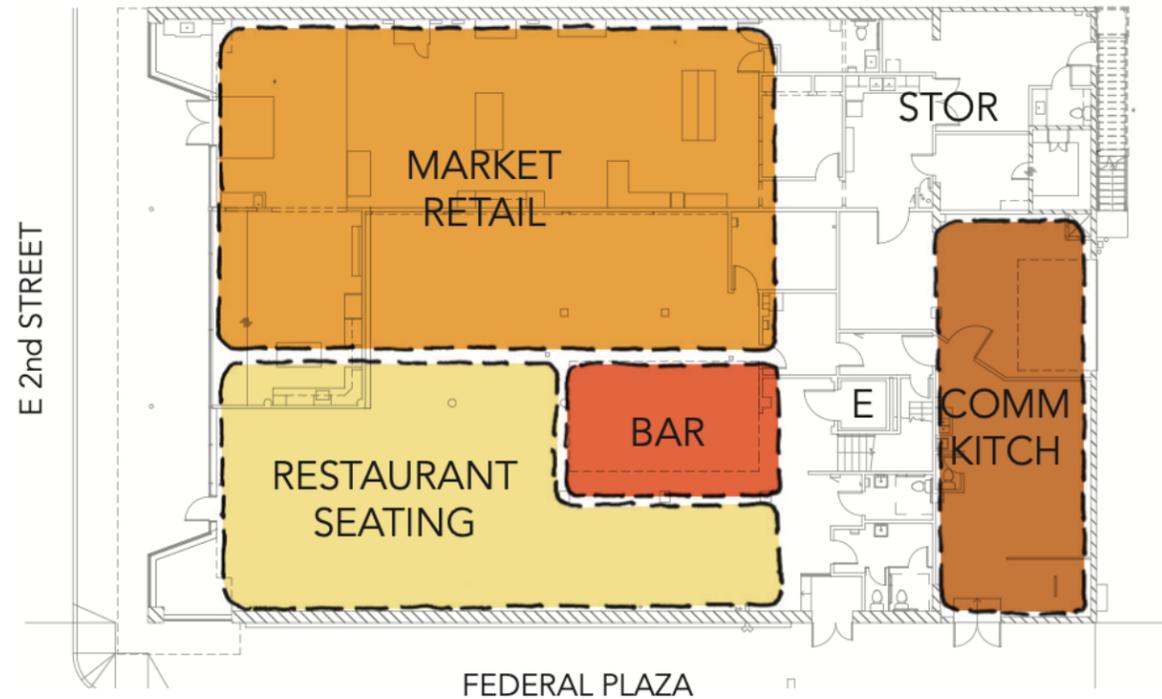
LEVEL 2



LONG-TERM 2028-29

- + Full market & food service
- + Full-time residential
- + Winery support, education, events, hosting visitors
- + Full bar and nighttime activity
- + Host conferences, community events

GROUND LEVEL



Ellen Fortin Design + Architecture

3702 East Burnside
 Portland, OR 97214
 fortin@ellenfortinarchitect.com
 www.ellenfortinarchitect.com
 503.709.6262



deca
architecture . inc

935 SE Alder Street : Portland Oregon 97214
 tel 503 239 1987 fax 503 239 6558 deca-inc.com

URAB Agenda Packet

+ Craig Building
The Dalles Oregon

CRAIG BUILDING IMPROVEMENTS PLAN

Schedule	Project	Cost	Funding	Activity
NEAR-TERM 2025 - 26	2nd Street Facade Ground floor windows Transoms, steel headers, lighting	315,000	Owner UR Grant OHCS Diamonds	Wine events Wine distribution & storage
NEAR-TERM 2026	Federal Facade New window and door openings Seismic strengthening of wall line	572,000	Owner UR Grant OHCS Main St	Wine events Pop-up wine retail
MID-TERM 2027	Core & shell upgrades 1st floor tenant shell, piping, MEP up-grades, new exit stair, (1) apt.	1,088,000	Owner UR Grant	Pop-up wine retail Host visiting winemakers Residential use in building
MID-TERM 2028	Market / Cafe Create space and infrastructure for retail / market / cafe	330,000	Tenant	Food service Lunch & take-out, evening service Market retail
LONG-TERM 2028 - 29	Dwelling Units Complete all 3 upper floor apartments	920,000	UR Grant	Full-time building residents Host wine industry partners Host winery visitors
LONG-TERM 2029	Restaurant, bar & comm kitchen Day and night food service with full dinner menu and bar	596,000		Day and night activation Host conferences, comm. events Full utilization of building

3,821,000 (w / escalation)

Proposed Improvement Plan

Ellen Fortin Design + Architecture

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URAB Agenda Packet

MINUTES

COLUMBIA GATEWAY URBAN RENEWAL AGENCY BOARD MEETING

July 15, 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

BOARD PRESENT: Jill Amery, Walter Denstedt, Scott Hege, Kristen Lillvik, Tim McGlothlin, Marcus Swift, One Position Vacant

BOARD ABSENT: Ben Wring

STAFF PRESENT: Director and Urban Renewal Manager Joshua Chandler, Economic Development Officer (EDO) Jacob Anderson, City Attorney Jonathan Kara, Planning Technician Paula Webb, Administrative Assistant Crystal Sayre

EXECUTIVE SESSION

The Agency Board recessed into Executive Session at 5:30 p.m. pursuant to:

- ORS 192.660(2)(e), to conduct deliberations with persons designated by the Agency Board to negotiate real property transactions; and
- ORS 192.660(2)(f), to consider information or records that are exempt by law from public inspection.

Representatives of the news media and designated staff were permitted to attend the Executive Session. Members of the media were directed not to report on or disclose the substance of the deliberations, in accordance with Oregon law.

The Executive Session adjourned at 6:15 p.m.

CALL TO ORDER

Open session was convened by Chair Richardson at 6:20 p.m.

PLEDGE OF ALLEGIANCE

Chair Richardson led the Pledge of Allegiance.

APPROVAL OF AGENDA

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

ELECTION OF OFFICERS

Chair Richardson opened nominations for Chair due to the resignation of Board Member Long.

It was moved by McGlothlin and seconded by Lillvik to appoint Richardson as Chair. The motion carried 6/1: Amery, Denstedt, Hege, Lillvik, McGlothlin and Richardson voting in favor, Swift opposed, Wring absent, one position vacant.

It was noted by City Attorney Kara that the nomination of a Vice Chair would need to wait until the next meeting, as stated in Article III, Section 6 of the Columbia Gateway Urban Renewal Agency By-laws.

APPROVAL OF MINUTES

Board Members Amery, Denstedt, Lillvik and Swift abstained due to absence at the May 20, 2025 meeting. The vote was moved to the next meeting due to a lack of quorum.

ACTION ITEMS

- A. Resolution No. 25-004, a resolution accepting real property and authorizing the Agency Manager to execute a Dedication Agreement with the City of The Dalles for the Federal Street Plaza Project

Director Chandler presented the staff report and explained that in order to construct the Federal Street Plaza, a portion of public right-of-way previously vacated by the City Council needs to be formally dedicated back to the City by the Urban Renewal Agency. The proposed resolution authorizes the Agency Manager to execute a dedication agreement for the property.

The plaza project, supported by a \$1 million Oregon State Parks grant and \$150,000 in Urban Renewal funds, is a key component of the updated Urban Renewal Plan. Several board members have participated in an ad hoc committee for its development.

Board Member Denstedt opposed the resolution, expressing concerns about emergency vehicle access and the use of bollards to control entry. He stated that delays in bollard removal could endanger response time during emergencies.

Board Member Swift countered that the bollards are removable by emergency services and delivery vehicles, and noted that Denstedt had not raised his concerns during prior Advisory Committee meetings.

Chair Richardson acknowledged the importance of safety concerns but reaffirmed the broad support and prior planning for the project.

It was moved by Swift and seconded by Lillvik to adopt Resolution 25-004 as presented. The motion carried 7/0: Amery, Denstedt, Hege, Lillvik, McGlothlin, Richardson and Swift voting in favor, none opposed, Wring absent, one position vacant.

B. First Amendment to the Incentive Program Grant Agreement with TD3rd, LLC for the Basalt Commons project (523 East 3rd Street)

Director Chandler presented the staff report for a request from TD3rd, LLC for a six-month extension to the Incentive Program Grant Agreement associated with the Basalt Commons project, located at the former Griffith Motors site. The multi-story, 116-unit residential development has experienced delays related to securing financing and permitting due to market conditions, rising interest rates, and two land use appeals.

Despite the challenges, the applicant has demonstrated significant progress: multiple land use approvals, a complete building permit application, an executed demolition permit, and active architectural and engineering coordination with city staff. The requested extension to February 18, 2026, would align with a regular Agency Board meeting and provide time to finalize financing and permits.

Mary Hanlon, representing the developer, stated that over \$2 million in predevelopment costs have already been incurred and emphasized their commitment to the project. She described the six-month extension as “game time” and critical to keeping the project alive.

Steve Boston, 412 W 10th Street, The Dalles

Steve Boston expressed concern about potential parking impacts resulting from the proposed 116-unit development. He noted that parking is already limited around nearby businesses and questioned whether additional residents would exacerbate the issue.

Board Member Lillvik responded that parking had been considered and noted the potential benefit of more residents supporting local businesses. Chair Richardson referenced a recent parking study and confirmed the issue had been discussed extensively. Board Member Denstedt added that parking concerns were raised early in the process. In response to Boston’s question about affordability, Chair Richardson clarified that the units would be market rate.

Mr. Boston thanked the Board, and Chair Richardson encouraged him to speak directly with the developer for further details outside the meeting.

It was moved by McGlothlin and seconded by Hege to authorize the Agency Manger to enter into the First Amendment to the Incentive Program Grant Agreement with TD3rd LLC as presented. The motion carried 7/0: Amery, Denstedt, Hege, Lillvik, McGlothlin, Richardson and Swift voting in favor, none opposed, Wring absent, one position vacant.

C. Reimbursement Request for Pre-Agreement Expenses: The Dalles, Mint, LLC, 710 East 2nd Street

Director Chandler and EDO Anderson presented the staff report which reviewed a reimbursement request from The Dalles Mint LLC, which sought \$250,000 for previously incurred expenses on renovations to the Mint Building at 710 E 2nd Street. Staff recommended denial based on program guidelines prohibiting reimbursement for work completed prior to an executed agreement.

Applicants Tim Schechtel and Rich Stevens explained that they proceeded with construction based on assurances that funds would be available, but the Incentive Program was paused unexpectedly. They emphasized the project's economic benefits, especially its partnership with Freebridge Brewing, and indicated they would not pursue additional incentive funds if the reimbursement were approved.

Board members expressed sympathy but emphasized the importance of upholding public accountability and program consistency.

Board Member Denstedt reiterated support for fire suppression improvements but opposed retroactive reimbursement.

Board Member Lillvik offered appreciation for the applicants' long-term investment and described the situation as "rough."

Chair Richardson and Board Member Hege both affirmed that while they support the project, the precedent risk and lack of a formal agreement preclude approval.

Board Member Wring, via written comment, opposed retroactive reimbursement due to governance concerns.

It was moved by Swift and seconded by Denstedt to deny the reimbursement request on the basis that expenses were incurred prior to any agreement. The motion carried 7/0: Amery, Denstedt, Hege, Lillvik, McGlothlin, Richardson and Swift voting in favor, none opposed, Wring absent, one position vacant.

In follow-up discussion, EDO Anderson requested and received consensus for staff to explore advance disbursement (pre-funding) of eligible future costs, as allowed by current guidelines, to address the applicant's cash flow issues.

D. Endorsement of 2025 Transportation Growth Management application

EDO Anderson presented the staff report and requested the Board's endorsement of a letter supporting the City's application for a 2025 Transportation Growth Management (TGM) grant. The grant would fund planning for infrastructure improvements in the Westside area, a portion of which lies within the Urban Renewal boundary.

Board Member Amery inquired about the inclusion projects that have been paused.

EDO Anderson explained that planning grants are intended to anticipate future growth, regardless of current project status.

Director Chandler added that the City is not competing with Wasco County for the grant this cycle.

The Board expressed support for the planning initiative, acknowledging its importance to coordinated development on the west side of the community.

It was moved by Amery and seconded by Lillvik to approve and endorse the 2025 TGM grant application and support letter, as presented. The motion carried 7/0: Amery, Denstedt, Hege, Lillvik, McGlothlin, Richardson and Swift voting in favor, none opposed, Wring absent, one position vacant.

E. First Amendment to the Incentive Program Grant Agreement (Phase II) with Giamei Properties for the American Legion Hall building (201 East 2nd Street)

EDO Anderson presented the staff report and described the project at 201 East 2nd Street as a successful and visually impressive redevelopment. Giamei Properties has been phasing improvements using multiple small grant agreements aligned with available funds.

This first amendment increases the total grant amount from \$41,976 to \$49,620, triggering Board review under the updated program threshold. The amendment includes additional insulation work that was previously discussed and authorized. Although window replacement

was considered during the project, reimbursement was not requested at the time and thus is not included in this amendment.

The applicant may return in the future for a new grant agreement to support redevelopment of the basement (former Legion Hall gathering space), which would be treated as a separate project under the \$300,000 per-property cap.

Board Member McGlothlin expressed support by signaling his confidence in the project and its alignment with Urban Renewal goals.

Board Member Swift praised the visible improvements, noting he had seen images on social media and that a tenant appeared to be lined up. He described the project as “amazing” and a strong example of successful revitalization.

Chair Richardson echoed support and read a written comment from Board Member Wring, who was absent. Wring stated his support based on the amendment’s compliance with program guidelines, emphasizing that the increase remained within the approved funding ceiling. Chair Richardson reiterated this sentiment, stating that the Agency’s collective work is ultimately aimed at ensuring the success of downtown businesses and projects. He emphasized the importance of supporting neighbors and responsible program implementation.

It was moved by Swift and seconded by Hege to authorize the Agency Manager to enter into the First Amendment to the Incentive Program Grant Agreement with Giamei Properties LLC as presented. The motion carried 7/0: Amery, Denstedt, Hege, Lillvik, McGlothlin, Richardson and Swift voting in favor, none opposed, Wring absent, one position vacant.

STAFF COMMENTS/ PROJECT UPDATES

Director Chandler provided a verbal update on the First Street Streetscape Project, noting that a full presentation had been postponed due to the length of the current meeting. He stated the presentation would be given first to the City Council—likely in early August—to avoid delays caused by the Council’s annual recess. The same presentation will then be shared with the Urban Renewal Board at the August meeting.

The forthcoming presentation will include:

- Project history and background
- Photographs and visual context
- Cost estimates and funding sources
- Updated project timelines
- Overview designed to reorient stakeholders who may not be fully familiar with the project’s evolution

Chandler also reported on recent improvements funded by the Agency on two Agency-owned parking lots near First Street. The original scope had called for restriping, but the poor condition of the pavement prompted a full resurfacing. The final project cost was approximately \$100,000, and included:

- New asphalt surfacing
- Use of City Transportation Division’s newer equipment for precision work
- Oversight through an archaeological permit due to the location’s sensitivity

The improvements added approximately 55 usable parking spaces in the downtown area. Chandler encouraged Board members to visit the site and noted the upgrades significantly enhanced the appearance and function of the lots.

ADJOURNMENT

Being no further business, the meeting adjourned at 8:10 p.m.

Meeting conducted in a room in compliance with ADA standards.

Submitted by/
Crystal Sayre, Administrative Assistant
Community Development Department

SIGNED: _____
Dan Richardson, Chair

ATTEST: _____
Crystal Sayre, Administrative Assistant
Community Development Department

DRAFT



THE FIRST STREET PROJECT

Continuing our connection to the River

THE LEGACY OF FIRST STREET

- Original commercial corridor of The Dalles
- Key sites:
 - Gitchell/Waldron Drug Building
 - Baldwin Saloon
 - Bloch, Miller & Co. Building
 - Wing Hong Hai Co. Building
 - Chinatown
 - *Umatilla House (former)*
- Contains one of the City's oldest water lines



THE LEGACY OF FIRST STREET

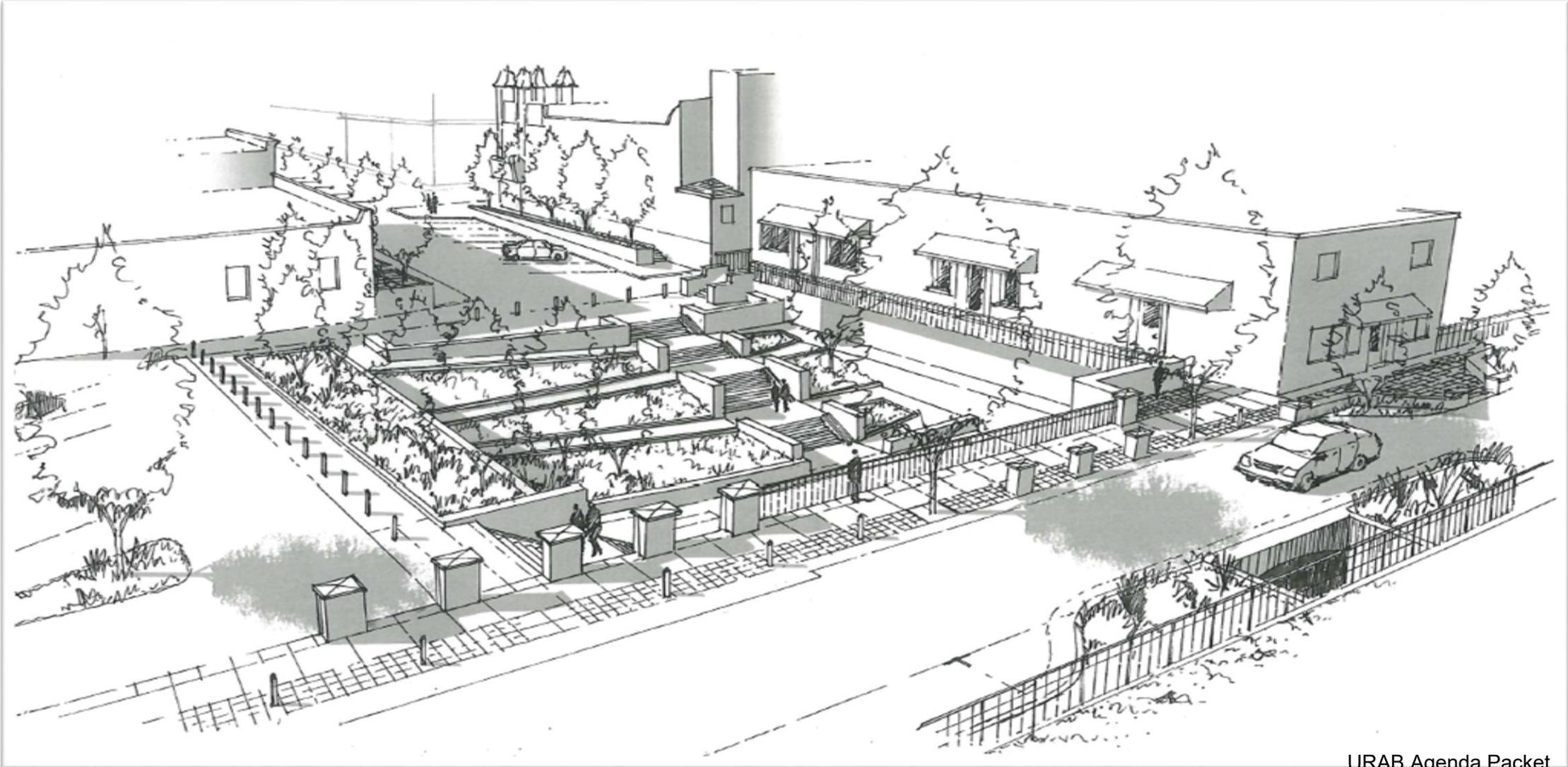
- Original grade raised to prevent damage from frequent flooding
- Commercial activity shifted to 2nd Street in late 1800s
- Became center of Chinese community
- By 1960s, many buildings had been demolished or destroyed by fire; never rebuilt



PROJECT HISTORY 2006-2022

- “The Dalles Riverfront Access Project”
- Union to Madison; Scope included: Washington Street plaza & rail/freeway underpass
- 2006: Initial phasing w/ David Evans and Associates
- 2007: \$1.6M federal funds secured; KPFF retained
- STIP funds & 2009 bond used
- 2015–2016: STIP returned; scope scaled back
- 2009 bond obligation remains

THE DALLES RIVERFRONT ACCESS PROJECT

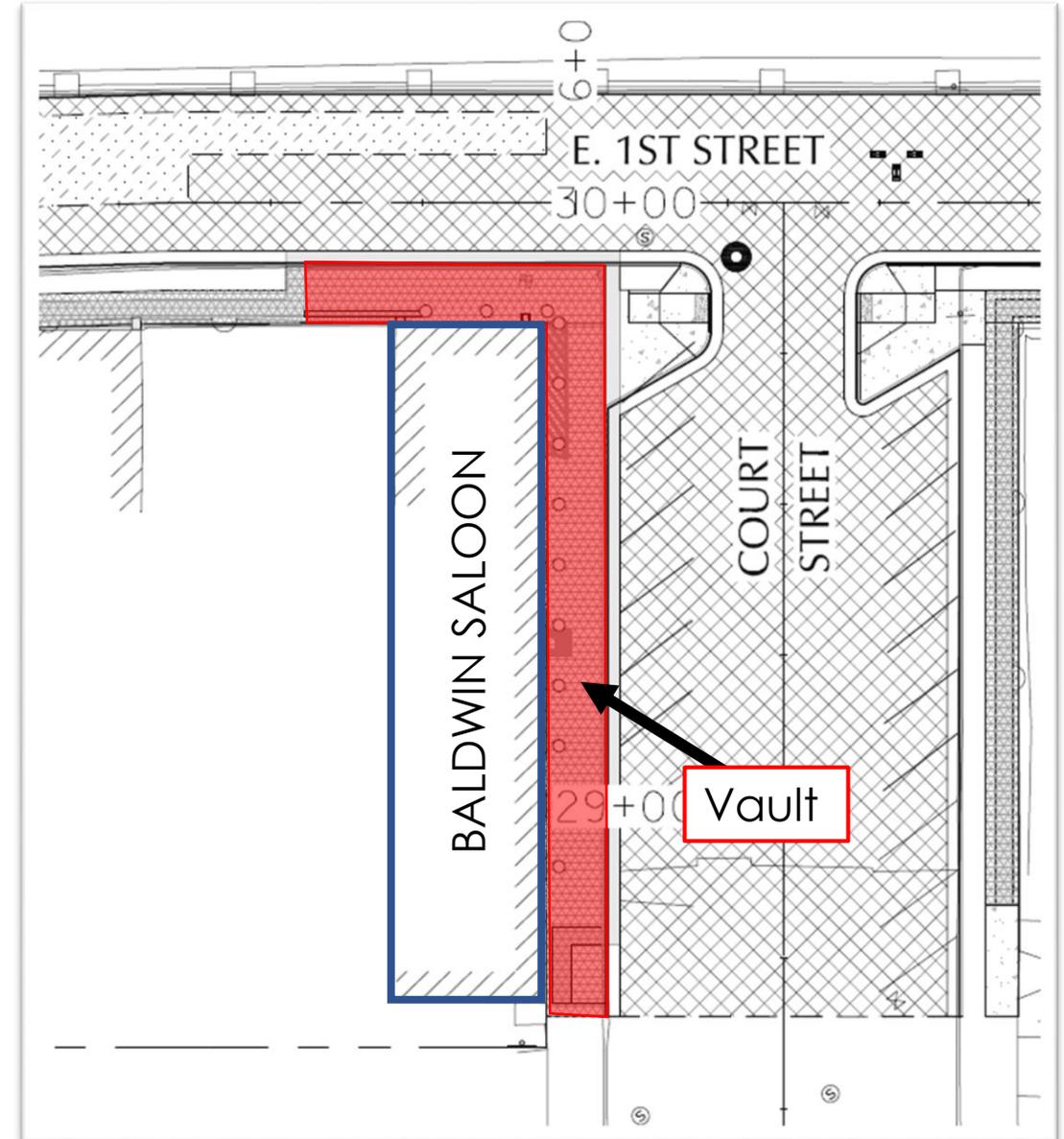


CURRENT CONDITIONS

- Blighted conditions and ongoing deterioration
- Improvements delayed pending project start
- Structural failures in walls and sidewalks
- Public safety issues and ADA accessibility barriers

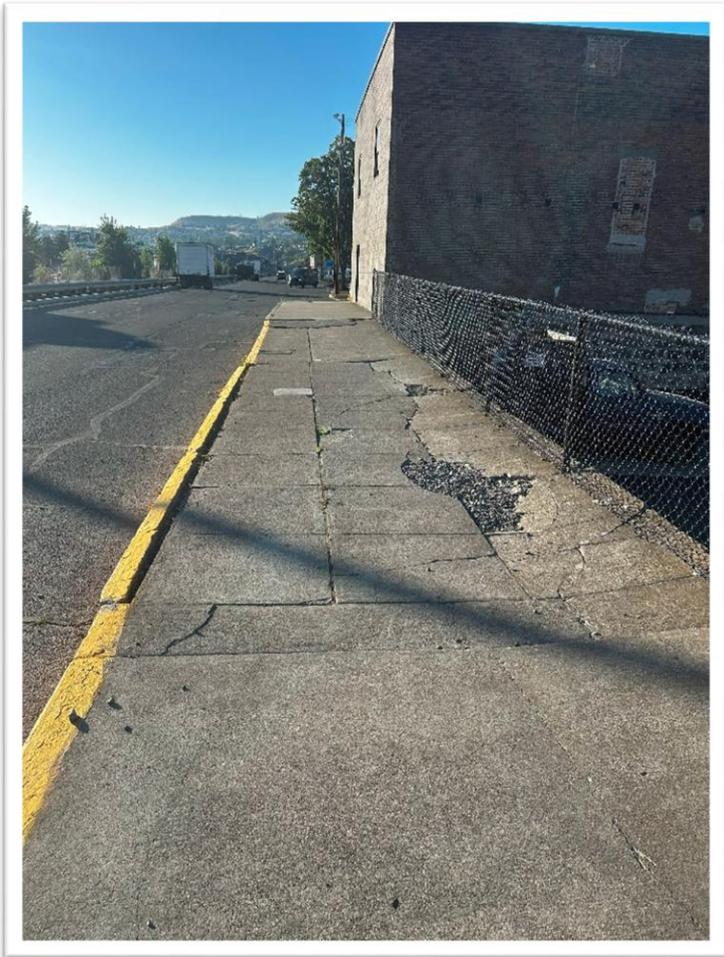
CURRENT CONDITIONS

- Hollow sidewalks / vault beneath sidewalks abutting Baldwin Saloon
- Corrosion of sidewalk structural supports
- Visible sinking of sidewalks and curbs
- Alternative wall design needed for replacement
- Additional project costs required to address segment



CURRENT CONDITIONS

Sidewalks



CURRENT CONDITIONS

Walls



PROJECT HISTORY 2022-2025

- 2022: City and ODOT mutually ended agreement due to expected delays and rising costs
- Cost Impact: ~\$820K in savings, even after paying back ~\$320K in prior grant expenditures
- Repayment waived after agreement termination
- Project reset under local control — no longer subject to federal requirements
- 2023: City contracted KPFF for new project scope (~\$500K) – “The First Street Project”; Union to Laughlin

COLUMBIA RIVER

RIVERFRONT TRAIL

I-84

LEWIS & CLARK FESTIVAL PARK

THE DALLES WASTEWATER TREATMENT

UNION PACIFIC RAILROAD

1ST STREET

FEDERAL ST. PLAZA

TONY'S

UNION ST.

COURT ST.

WASHINGTON ST.

LAUGHLIN ST.

2ND STREET

FEDERAL ST.

1/10 MI.



A

B

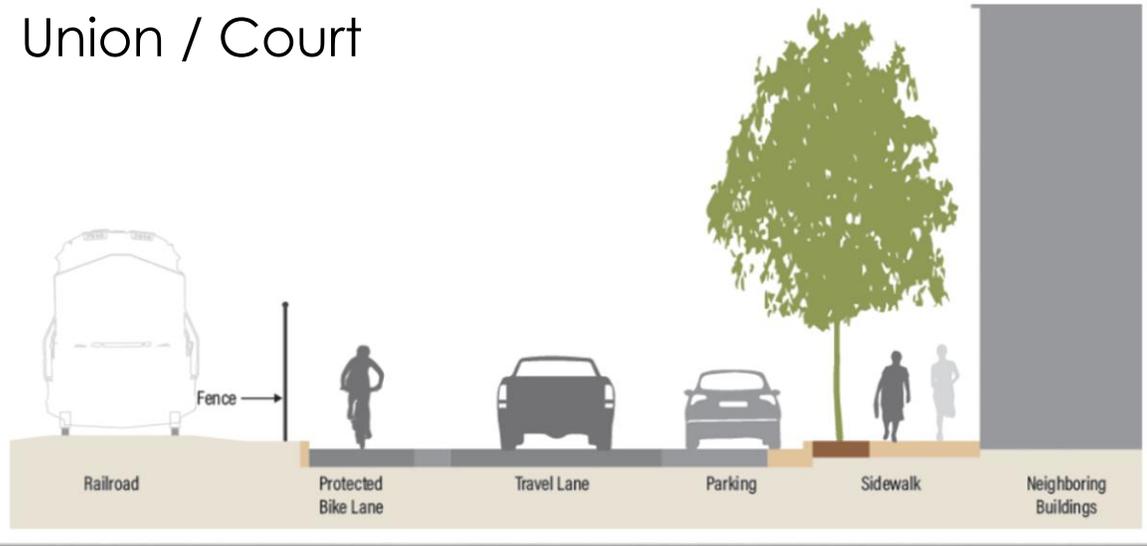
C

D

View 1

View 2

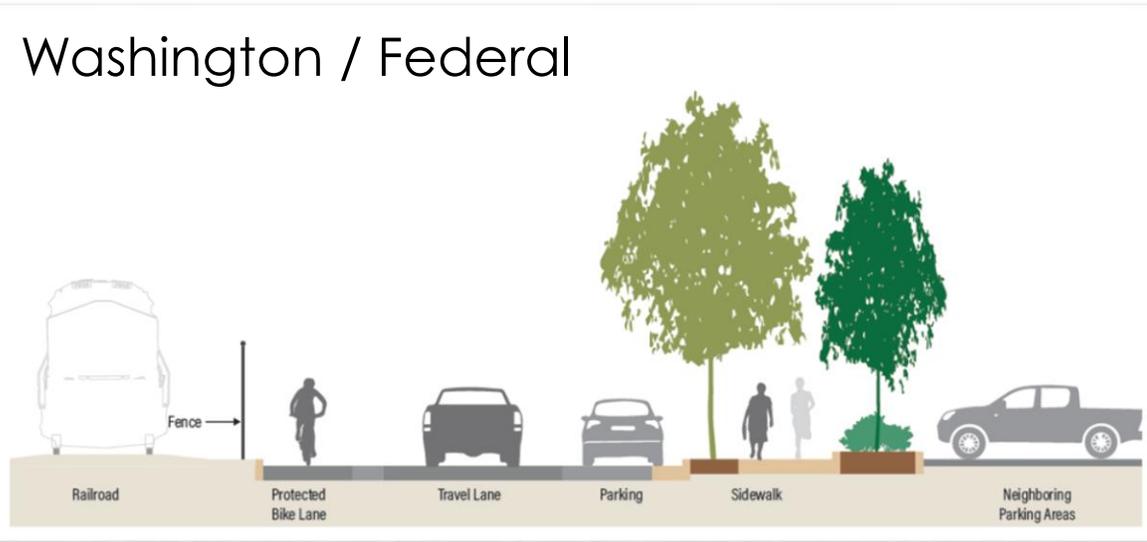
Union / Court



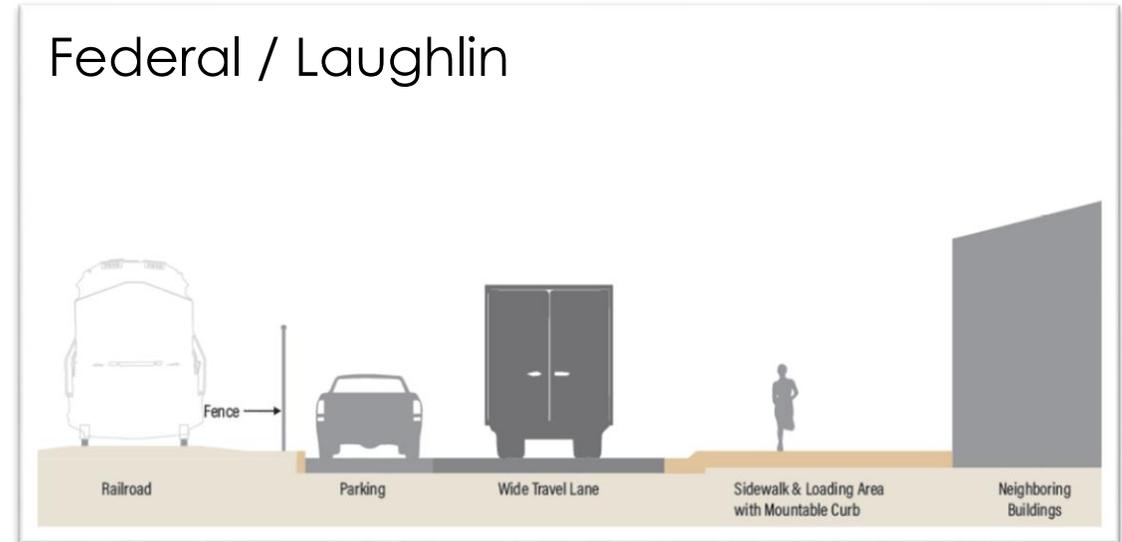
Court / Washington



Washington / Federal



Federal / Laughlin



BEFORE AND AFTER



Existing

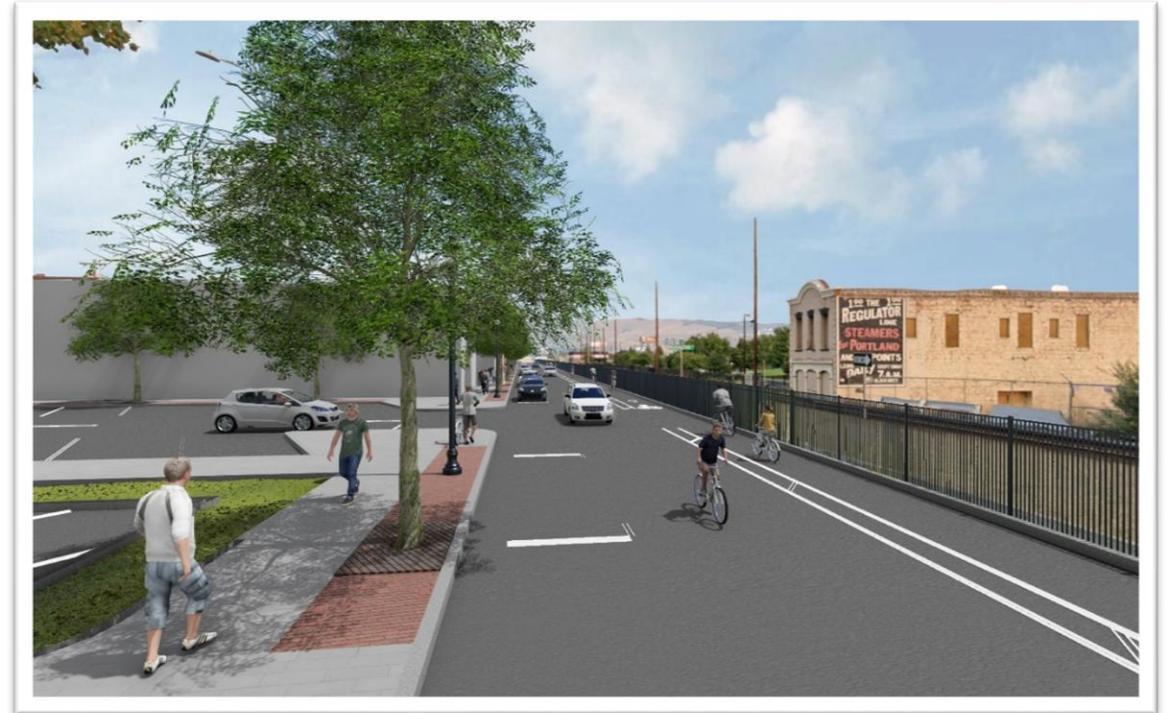


Proposed

BEFORE AND AFTER



Existing



Proposed

CURRENT PROGRESS

- Ongoing archaeological coordination with SHPO
- Completing right-of-way and easement acquisitions
- Finalizing coordination with railroad
- Updating/finalizing plans with recent input for the Federal Street Plaza

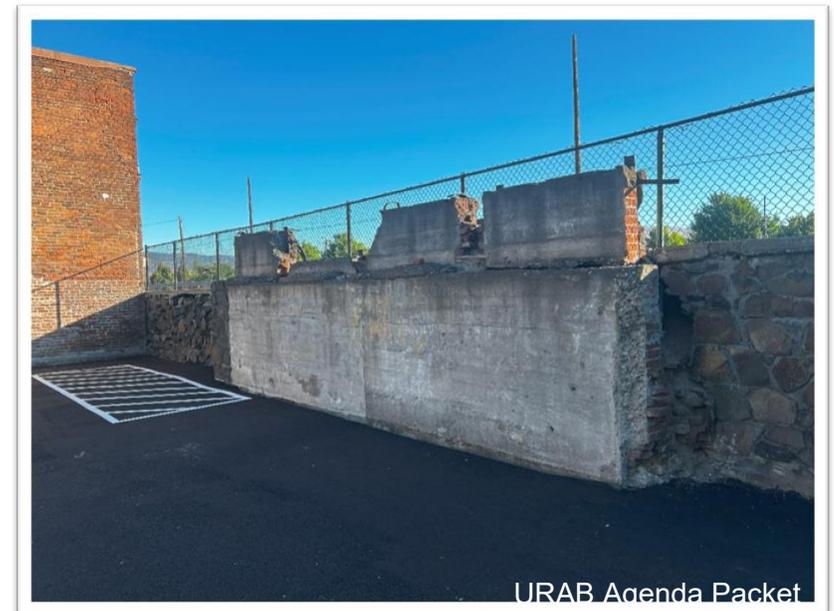
ARCHEOLOGICAL

- Site borders 4 designated archaeological zones
- SHPO application review complete “Adverse Effect” to historic resources identified
- SHPO met with project team in June 2025
- Stakeholder engagement and Memorandum of Agreement; mitigation coordination ongoing



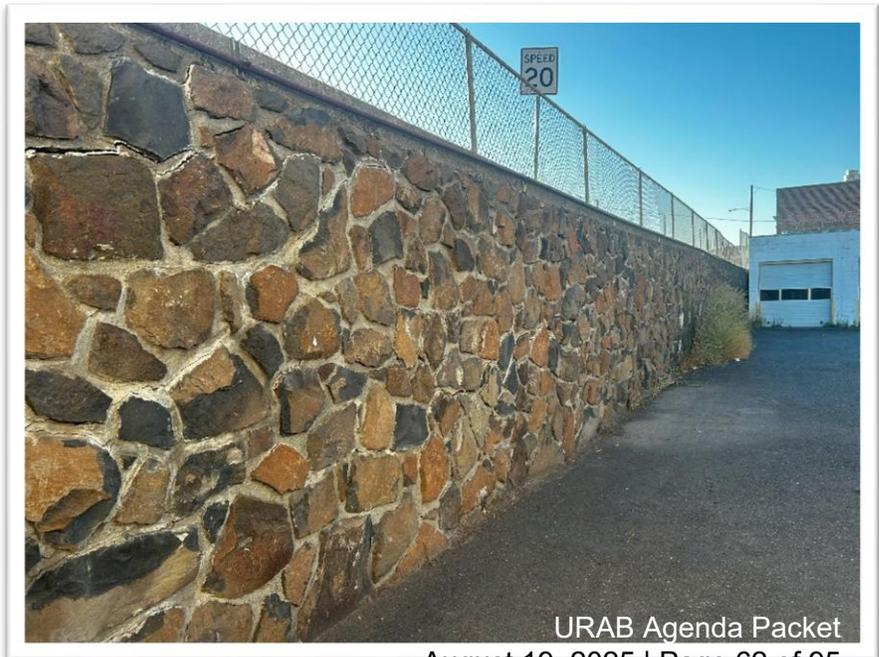
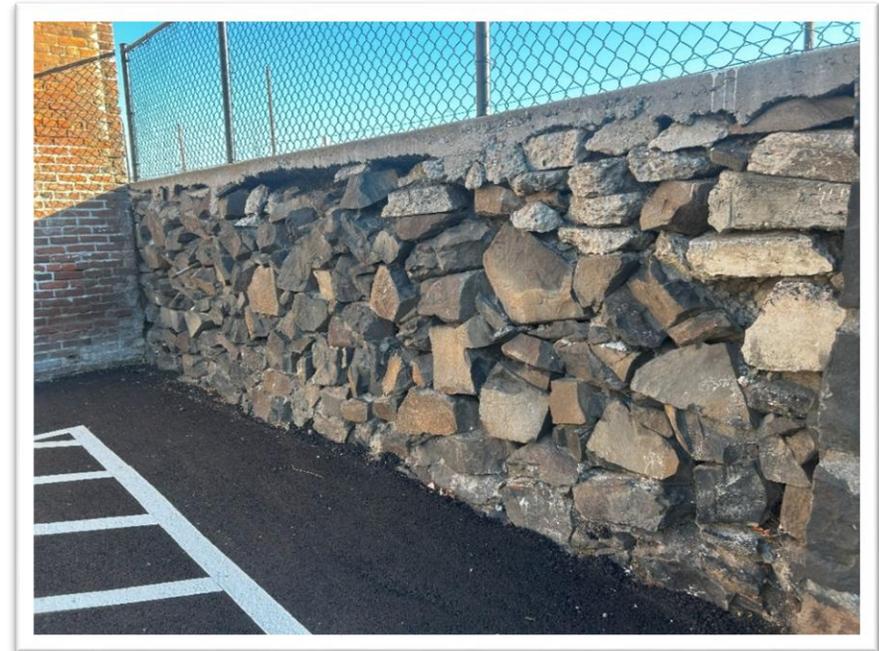
ARCHEOLOGICAL Mitigation

- Metal sidewalk door reused in planter design
- Building façade remnant retained and protected
- Gabion walls built using basalt
- Interpretive signage with optional QR code
- Chinese name for The Dalles stamped in sidewalk (3–4 spots)

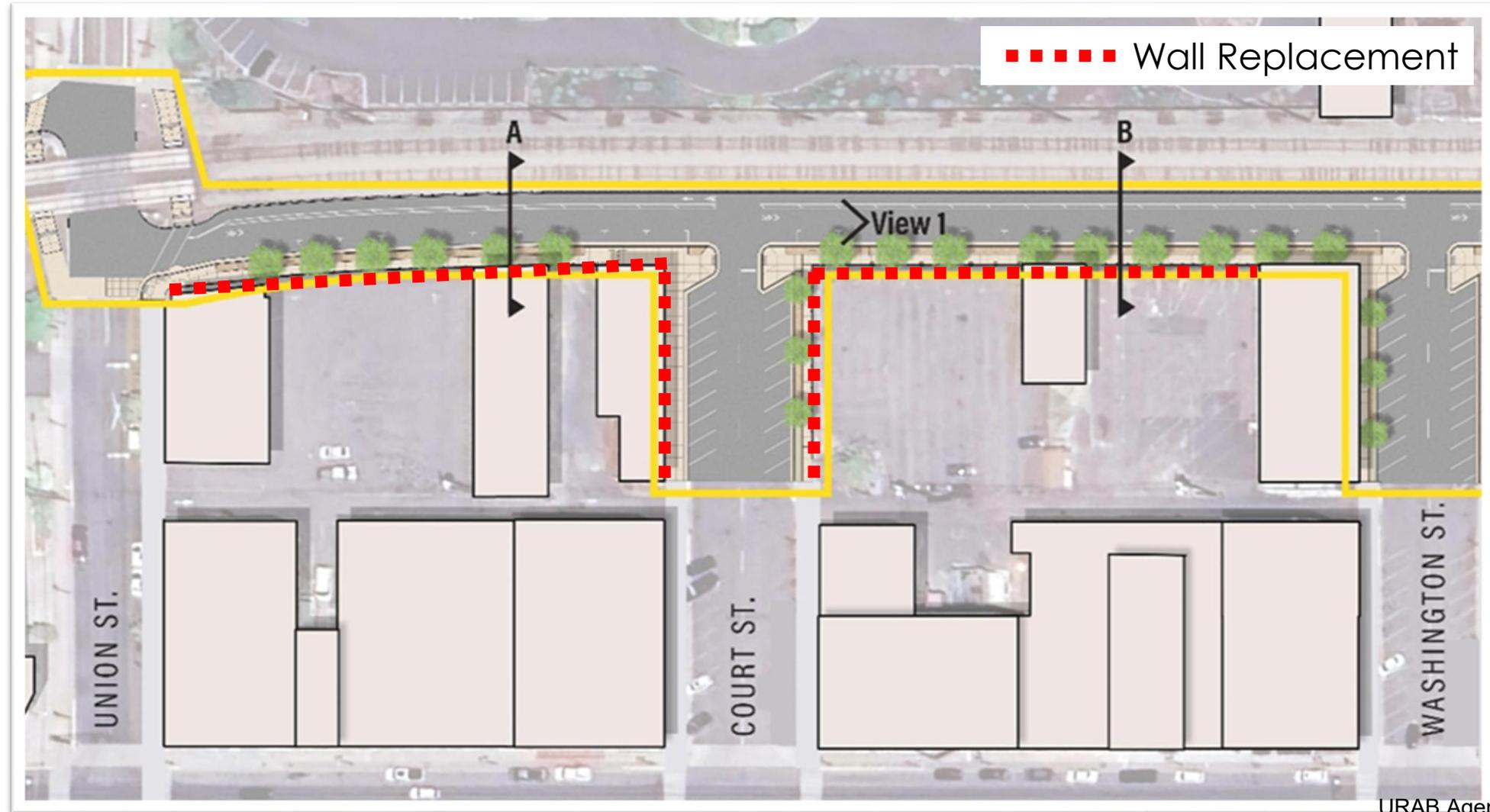


WALLS

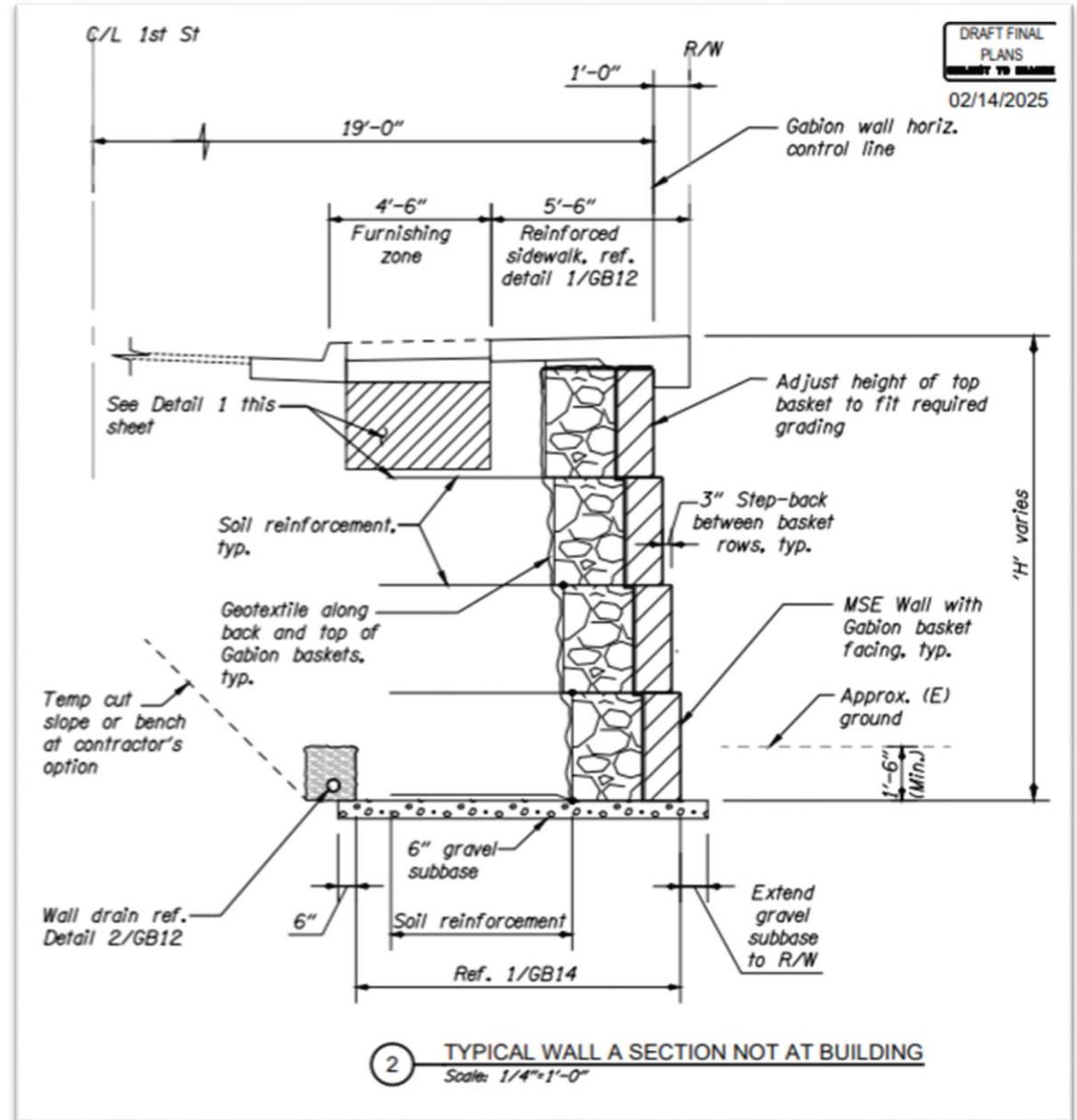
- Existing walls to be removed
- 2021 structural analysis recommended wall removal
- Multiple options considered; gabion walls selected
- Gabion design modified to add basalt rock face



WALLS



WALLS



COST ESTIMATES

Construction Estimate:

- Base Estimate: \$5.42 million
- 10% Contingency: \$542,000
- **Subtotal:** \$5.96 million

Additional Costs (*Not Included Above*):

- Remaining Design Fees: \$200,000
- Construction Admin Services: \$600,000
- Right-of-Way: \$80,000
- Archaeological Testing: \$75,000

Total: \$6.92 million

- *5% increase from 2024*

Budgeted Funds (FY 25/26):

- Fund 18: \$3.5M
- Urban Renewal: \$3.2M
- *Additional UR funding contingent on final plan approval*

Total Spent to Date: \$1.5M

TIMELINE

- **Final Docs:** Late Summer 2025
- **Bid and Award:** Fall 2025 - Winter 2025/2026
- **Construction Start:** Winter 2025/2026 – Spring 2026
- **Project Completion:** Spring 2027

- ***Federal Street Plaza Construction:*** Spring 2026 – Fall 2026

CONNECTING THE PIECES

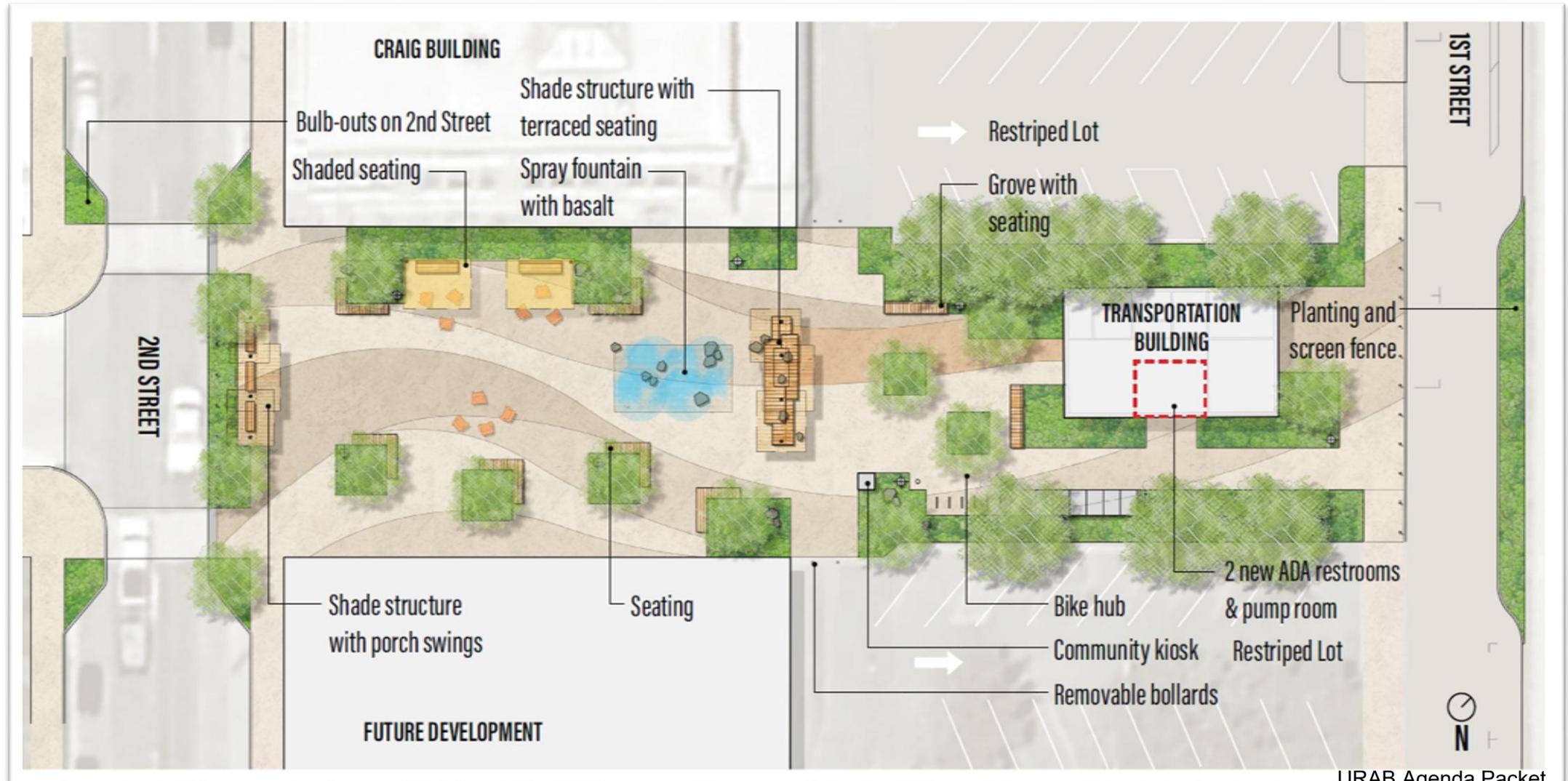


RECENT INVESTMENTS

- Light Capsule Project
- Tony's Building Site
- First Street Parking Lots
- Federal Street Plaza



RECENT INVESTMENTS



MOVING FORWARD WITH PURPOSE

- Deliver on the Agency's mission to eliminate blight and boost property values
- Complete a key major project before District sunset in 2029
- Honor bond obligations and build on funds already invested
- Avoid future cost increases with timely action
- Capitalize on a decades old vision of downtown revitalization and riverfront access



Images courtesy of:

Various sources as provided within AINW's Cultural Resource Investigations for The Dalles First Street Project report; Barry Swackhamer, July 2017
(<https://www.hmdb.org/m.asp?m=112466>); Craig Winslow Studios

THE FIRST STREET PROJECT

Continuing our connection to the River



COLUMBIA GATEWAY URBAN RENEWAL AGENCY
CITY OF THE DALLES

AGENDA STAFF REPORT
AGENDA LOCATION: 9.A.

MEETING DATE: August 19, 2025

TO: Chair and Members of the Urban Renewal Agency Board

FROM: Jonathan Kara, City Attorney

ISSUE: Adoption of Resolution No. 25-005, a resolution adopting the Agency’s Public Records Policy (effective August 20, 2025) and establishing a new fee

BACKGROUND

The Oregon Public Records Law authorizes Oregon public bodies to adopt reasonable rules necessary for the protection of its records and to prevent interference with the regular discharge of its duties. Any implemented rules must not be designed solely to make public access to records more difficult and must be carefully designed to expedite staff identification of requested records.

The City of The Dalles provides the Agency with administrative and legal services, including services relating to the Agency’s obligations under the Oregon Public Records Law—accordingly, the Agency has historically relied on the City’s *Public Records Policy* when the Agency receives records requests. While that approach is still legally allowed, best practices suggest the Agency adopt its own Public Records Policy to address its own legal obligations. The attached draft Resolution includes my draft *Public Records Policy (Effective August 20, 2025)* for the Agency—I drafted it to ensure the Agency is performing its obligations under the Oregon Public Records Law with transparency, integrity, and consistency.

The draft Policy is modeled after and nearly identical to the Policy I drafted for the City in 2023, except I removed inapplicable references (e.g., the City’s Policy includes a few sections concerning police reports, body cam footage, etc.) and included more Agency-focused exemptions (e.g., a specific Oregon citation authorizing the exemption from disclosure for certain *urban renewal agency records*, etc.). The Policy:

- defines *public records*;
- details an orderly, consistent, and reasonable process for the Agency’s response to requests;

- lists the Agency’s statutory obligations;
- informs Staff and the public of the Agency’s processes involved with respect to public records requests;
- details common exemptions from disclosure; and
- establishes the basis for the Agency’s fees intended to reimburse it for its actual costs incurred in responding to requests (\$25 per hour of Staff time).

While this is not a public hearing—and that \$25 per hour is not a truly “new” fee—ORS 294.160(1) requires the Agency Board to provide an opportunity for interested persons to comment on the enactment of this proposed Resolution because it prescribes a new fee.

BUDGET IMPLICATIONS Effectively none—any revenue received should be offset commensurate with the Staff time spent responding to public records requests.

BOARD ALTERNATIVES

1. **Staff recommendation:** *Move to adopt Resolution No. 25-005, as presented.*
2. Make modifications to then move to adopt Resolution No. 25-005, as modified.
3. Decline formal action and provide Staff additional direction.

Attachments:

- **Attachment 1** – Resolution 25-005
- **Attachment 2** – Urban Renewal Agency, Public Records Policy

RESOLUTION NO. 25-005

**A RESOLUTION ADOPTING THE AGENCY'S
PUBLIC RECORDS POLICY
(EFFECTIVE AUGUST 20, 2025) AND
ESTABLISHING A NEW FEE**

WHEREAS, the Oregon Public Records Law authorizes Oregon public bodies to adopt reasonable rules necessary for the protection of its records and to prevent interference with the regular discharge of its duties;

WHEREAS, the Agency has historically relied on the *Public Records Policy* adopted by the City of The Dalles—which provides the Agency with administrative and legal services—when the Agency receives records requests; and

WHEREAS, the Agency Board believes it to be in the Agency's best interest to adopt the Agency's *Public Records Policy (Effective August 20, 2025)* to ensure legal sufficiency and satisfy the Agency's Oregon Public Records Law obligations.

NOW, THEREFORE, THE URBAN RENEWAL AGENCY BOARD RESOLVES AS FOLLOWS:

- 1. Policy Adopted. The Columbia Gateway Urban Renewal Agency Board hereby adopts the *Public Records Policy (Policy)* attached to and made part of this Resolution as its **Exhibit A**.
- 2. Fee Adopted. The Columbia Gateway Urban Renewal Agency Board hereby adopts a fee of \$25 per hour for Agency Staff time spent responding to public records requests the Agency receives and consistent with the provisions of the Policy.
- 3. Previous Policies Repealed. The Columbia Gateway Urban Renewal Agency hereby repeals any and all inconsistent or previous policies or rules relating to the substance of the Policy, if any or applicable.
- 4. Future Effective Date. This Resolution shall be effective August 20, 2025.

PASSED AND ADOPTED THIS 19TH DAY OF AUGUST, 2025,

Voting **Yes** Board Members: _____

Voting **No** Board Members: _____

Abstaining Board Members: _____

Absent Board Members: _____

AND APPROVED BY THE BOARD CHAIR THIS 19TH DAY OF AUGUST, 2025.

APPROVED:

ATTEST:

Dan Richardson, Board Chair

Joshua Chandler, Agency Manager



IMPROVING OUR COMMUNITY

COLUMBIA GATEWAY URBAN RENEWAL AGENCY

CITY OF THE DALLES

PUBLIC RECORDS POLICY*Effective Date: August 20, 2025***I. Policy and Purpose**

- A. Policy.** The Agency recognizes the Oregon Public Records Law (ORS 192.311 *et seq.*) gives every person the right to inspect any of the Agency's nonexempt public records; inherent in that right is the understanding not all records in the Agency's custody are subject to disclosure and, in making a disclosure determination, the Agency may balance the right of public access against individual privacy rights, governmental interests, confidentiality issues, and lawyer-client privilege. Additionally, the Agency incurs costs to provide its response to requests to inspect or copy public records and it is in the public interest those costs be recovered by the Agency.
- B. Purpose.** Generally, the purpose of this Policy is to ensure the Agency's responses to requests for public records are consistent with the Oregon Public Records Law and is intended to inform both the public and Agency staff of the Agency's procedures and rules applicable to public records requests as of the Effective Date. Specifically, this Policy:
- (1) details an orderly, consistent, and reasonable process for the Agency's response to requests; and
 - (2) establishes the basis for a fee schedule intended to reimburse the Agency for its actual costs incurred in responding to requests.

II. Public Records

- A. Public Record Defined.** The Oregon Public Records Law defines a **public record** as any writing that contains information relating to the conduct of the public's business, including but not limited to court records, mortgages, and deed records, prepared, owned, used, or retained by a public body regardless of physical form or characteristics.
- B. Record Retrieval.** The Agency is required to retrieve pre-existing information (including electronic data stored in its databases) regardless of whether the Agency has actually generated a report for its own use containing the requested data. Information contained in a record is not exempt from disclosure simply because the Agency stores it electronically or because retrieving the data would require the Agency to query its information systems in ways it otherwise might not.
- C. Format.** The Agency will provide public records in the format requested, if available. If the requested format is unavailable, then the Agency will provide the data in the form it is maintained.

III. Requests for Information/Freedom of Information Act

- A. Requests for Information. Both Agency staff and the public must keep in mind the distinction between a **request for information** and a **public records request**. Many public records requests are actually requests for information requiring the Agency to create a new public record or analyze its records. The State of Oregon does not have a law governing requests for information and thus the Agency is not obligated to respond to such requests. The Oregon Public Records Law does **not** require the Agency to:
- (1) create new public records to respond to a request when none exist;
 - (2) disclose the reasoning behind its actions;
 - (3) answer questions about records in its custody;
 - (4) analyze its records for any reason, including to determine whether they contain responsive information; or
 - (5) perform legal research to identify responsive records.
- B. Freedom of Information Act. The Agency's obligations to provide public records in its custody is an exclusive function of the Oregon Public Records Law—the federal Freedom of Information Act (5 U.S.C. § 552) does not apply to cities and the Agency is not bound by its timeframes or any of its other provisions; however, the Agency will strive to construe all public records requests it receives consistent with the Oregon Public Records Law's framework.

IV. Making a Public Records Request

Every *person* (as defined by the Oregon Public Records Law) may make a request for public records in the Agency's custody as provided herein:

- A. Submittal. Any person may send their request to inspect or receive a copy of a public record to the office of the City Attorney of The Dalles (the **City Attorney's Office**). The Agency reserves the right to identify additional individuals who may accept a request on behalf of the Agency; consistent with ORS 192.324(7)(a), the Agency maintains a list of those individuals on the Agency's Legal Department [website](#).
- B. Written Requests. Consistent with ORS 192.324(2), the Agency's obligations under the Oregon Public Records Law are triggered **only** when a person sends the City Attorney's Office a written request by:
- (1) personally delivering or mailing a completed paper **Public Records Request Form** furnished by the Agency to the City Attorney's Office, addressed:

City Attorney's Office
 ATTN: *Public Records Request (URA)*
 313 Court Street
 The Dalles, OR 97058

- (2) scanning a completed paper **Public Records Request Form** furnished by the Agency to the City Attorney's Office and emailing it to publicrecords@ci.the-dalles.or.us; or

(3) submitting a digital **Public Records Request Form** through the Agency's [website](#).

C. **Completeness.** In order for the City Attorney's Office to deem a request complete, it must:

(1) comply with **Subsections IV(A) and (B)**;

(2) contain the requester's name, address, and telephone number, email address, or other contact information; and

(3) provide a sufficiently detailed description of the records requested to allow the City Attorney's Office to search for and identify responsive records.

D. **Process.** Once the City Attorney's Office receives a complete and written request, certain deadlines to acknowledge and fulfill the request are triggered by the Oregon Public Records Law:

(1) **Acknowledgment.** The Agency will acknowledge receipt of a complete request and will send a written acknowledgement to the requester **within five (5) business days** and containing a:

a. confirmation of whether the Agency is the custodian of responsive records;

b. statement no such records exist;

c. statement the Agency is uncertain whether it possesses any requested records and indicating it will search for responsive records and respond as soon as practicable after it receives prepayment of the estimated fees the requester must pay to process the request;

d. statement Oregon or federal law prohibits the Agency from acknowledging whether the record exists and a citation to the applicable prohibiting law;

e. copy of all requested public records for which the Agency does not claim an exemption from disclosure or an estimate of time in which copies will be provided or inspection will be available;

f. request for additional information or clarification of the records sought; and/or

g. fee estimate or fee adjustment accompanied by a notice prepayment must be submitted before the request will be processed, depending on the relative workload associated with fulfilling the request (see **Sections VI and VII**).

(2) **Response Timeline.** The Agency will provide its response as soon as reasonably possible but **not later than ten (10) business days** after the date the Agency is required to acknowledge its receipt of the complete request.¹ Pursuant to ORS

¹ If the Agency does not meet this timeline, it will provide a written statement to the requester indicating it is still processing the request and providing a reasonable estimated date by which the Agency expects to complete its response based on the information currently available. Agency staff must often consult with the City Attorney's Office regarding public records requests — briefly postponing the disclosure of records for that purpose does not violate the Oregon Public Records Law, which provides it is reasonable for the Agency to obtain legal advice on an extensive public records request when compliance will seriously

192.329(6), none of the Oregon Public Records Law's timelines or time periods for the Agency's acknowledgment or response apply if compliance by the Agency would be impracticable because:

- a. the staff necessary to complete the Agency's response are unavailable (e.g., on leave, not scheduled to work, etc.);
 - b. compliance will demonstrably impede the Agency's ability to perform other necessary services; or
 - c. of the volume of other requests simultaneously being processed by the Agency.
- (3) *Additional Information and Clarification.* The Agency may request additional information or clarification from a requester for the purpose of expediting the Agency's response to a request. If the Agency requests additional information or clarification, its obligation to further complete its response to the request is suspended until the requester provides the requested information or clarification or affirmatively declines to provide that information or clarification. If the requester fails to respond within 60 days to the Agency's good faith request for information or clarification, the Agency will close the request and take no further action.
- (4) *Coordination.* Upon the City Attorney's Office receipt of a completed request (and, if necessary, the requester's fee prepayment), the City Attorney's Office will coordinate with the requester, applicable Agency staff, and others as necessary to timely complete its response to the request.
- (5) *Response.* If the City Attorney believes a request should be denied in whole or in part, they will prepare and deliver to the requester a written explanation of the statutory basis for the denial identifying all applicable exemptions from disclosure for each part of the record or records being withheld. Otherwise, the City Attorney's Office will transmit the requested records or coordinate with the requester a reasonable time for their inspection of the records at City Hall. The Agency completes its response to and closes a request when it:
- a. provides the requester with access to or copies of all nonexempt responsive records or explained where the records are already publicly available;
 - b. cites in writing to the requester any exemption it asserts to withhold responsive records;
 - c. provides to the requester any nonexempt material from a public record also containing exempt material;
 - d. provides to the requester a written statement the Agency is not the custodian of any of the records;
 - e. cites in writing to the requester any federal or Oregon law prohibiting the Agency from acknowledging whether the requested records exist (or to a law that would impose a loss of federal benefits or other sanction) unless providing that citation would violate federal or Oregon law; and

disrupt the Agency's operations or result in the potential disclosure of documents appearing exempt or otherwise pertinent to a legal claim or litigation.

- f. if the Agency redacted from or withheld any responsive record, provides the requester a written statement they may seek review of its withholding pursuant to ORS 192.401, 192.411, 192.415, 192.418, 192.422, 192.427, and 192.431.
- E. *Inspection*. If a requester prefers physical inspection (as opposed to the Agency's provision of a copy) of a public record, Agency staff will be present **at all times** to supervise the inspection and to ensure no documents are removed, destroyed, or otherwise tampered with.
- F. *Appeal*. If the Agency denies a request in whole or in part, the requester may seek review of the Agency's withholding or redactions by petitioning the Wasco County District Attorney pursuant to ORS 192.401, 192.411, 192.415, 192.418, 192.422, 192.427, and 192.431.

V. Public Records Exempt from Disclosure

The Oregon Public Records Law exempts numerous types of public records from disclosure. Many of these specifically authorized exemptions are codified as **ORS 192.345 (conditional exemptions)** and **ORS 192.355 (unconditional exemptions)**. Additional exemptions may be codified in other Oregon and federal statutes. If the City Attorney determines even one statutory exemption applies to a public record responsive to a request, the Agency may or must withhold the record from or redact the applicable confidential information prior to disclosure. Without limitation in any way, a few specific exemptions worth special notice include:

Privacy Exemptions

- *Personal Privacy* – **ORS 192.355(2)**. Information of a personal nature, including information kept in a personal, medical, or similar file, is exempt from disclosure if disclosure would be an unreasonable invasion of privacy. Personal information includes an individual's home address, phone number, weight, and age.
- *Personal Safety* – **ORS 192.368(6)**. If an individual demonstrates to the Agency disclosure of their home address, personal telephone number, or personal email address would endanger their personal safety, or the personal safety of a family member residing with them, then the Oregon Public Records Law prohibits the Agency from disclosing records containing that information.
- *Personnel Discipline Actions* – **ORS 192.345(12)**. Public records of a completed discipline action where a sanction has been imposed (and materials or documents supporting that action) are conditionally exempt from disclosure.
- *Public Employee/Volunteer Personal Information* – **ORS 192.355(3)**. The Agency must withhold the following public employee and volunteer information as exempt from disclosure: home addresses, home phone numbers, personal cell phone numbers, personal email addresses, Agency-issued ID card numbers, emergency contact information, driver's license numbers, dates of birth, and Social Security Numbers.
- *Social Security Numbers* – **ORS 107.840**. No Social Security Numbers should be disclosed without prior consultation with the City Attorney. The Agency must redact Social Security Numbers from all public records prior to disclosure.

Legal Exemptions

- ***Lawyer-Client Privileged Communications*** – **ORS 40.225(2)(a)**. Confidential communications covered by Oregon’s lawyer-client privilege are exempt from disclosure (e.g., communications between the City Attorney’s Office and Agency staff or officials).
- ***Public Records Pertaining to Litigation*** – **ORS 192.345(1)**. If the Agency is involved in litigation, or if litigation is reasonably likely in the future, public records relating to the litigation are conditionally exempt from disclosure.

Confidentiality Exemptions

- ***Urban Renewal Agency Records*** – **ORS 192.345(21)**. The Agency may withhold certain records, communications, and information submitted to the Agency by applicants for and recipients of loans, grants, and tax credits as conditionally exempt from disclosure, including: personal and corporate financial statements and information (including tax returns); credit reports; project appraisals; market studies and analyses; commitment letters; project pro forma statements; project cost certifications and cost data; and audits.
- ***Confidential Submissions*** – **ORS 192.355(4)**. The Agency may withhold information submitted in confidence and not otherwise required by law to be submitted, where such information should reasonably be considered confidential, the Agency obliged itself in good faith not to disclose the information, and when the public interest would suffer by the disclosure. The purpose of this exemption is to encourage voluntary submission of relevant information to the Agency and was designed by the Oregon Legislature to protect the submitter, not the Agency.
 - The City Attorney, in their sole discretion, determines whether the Agency is obligated to maintain the confidentiality of materials submitted to the Agency and whether to assert this exemption in response to any public records request. Accordingly, any person intending to submit confidential information to the Agency must deliver to the City Attorney’s Office a declaration, affidavit, or signed memorandum explaining (a) why the information should reasonably be considered confidential and (b) how the Agency might benefit by having access to the voluntarily-submitted confidential information. If the Agency receives a request for records submitted after this Policy’s Effective Date, the Agency reserves the right to not assert this exemption if the submitter has not provided the declaration, affidavit, or signed memorandum described here.
- ***Trade Secrets*** – **ORS 192.345(2)** and **ORS 646.461(4)**. In addition to information meeting the Uniform Trade Secrets Act’s criteria to qualify as a *trade secret*, the Agency may withhold information not patented, known only to certain individuals within an organization and which is used in a business it conducts, if the information has actual or potential commercial value and gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.
 - The City Attorney, in their sole discretion, determines whether to assert this exemption in response to any public records request. Accordingly, any person intending to submit what they consider to be their trade secret information to the Agency must deliver to the City Attorney’s Office a declaration, affidavit, or signed memorandum explaining how the information meets the definition of a trade secret under ORS 192.345(2) or ORS 646.461(4). If the Agency receives a request for records submitted after this Policy’s

Effective Date, the Agency reserves the right not to assert this exemption if the submitter has not provided the declaration, affidavit, or signed memorandum described here.

VI. Fees

- A. Fees Authorized. The Oregon Public Records Law authorizes the Agency to establish fees reasonably calculated to recover its actual costs for making public records available, including the costs for:
- (1) summarizing, compiling, or tailoring the public records to meet the person's request;
 - (2) locating responsive records;
 - (3) reviewing responsive records to redact exempt material;
 - (4) supervising a person's inspection of original documents to protect the records;
 - (5) copying records;
 - (6) certifying documents as true copies;
 - (7) sending records by special methods; and
 - (8) reviewing and redacting (but not time spent by the City Attorney's Office in determining the application of the Oregon Public Records Law or its exemptions).
- B. Accommodation. The Agency will never include charges for any additional costs incurred to provide records in an alternative format to individuals with vision or hearing impairments when required by the Americans with Disabilities Act (42 U.S.C. § 12131 *et seq.*).
- C. Fees Charged. The City of The Dalles provides the Agency with administrative and legal services, including responding to the Agency's received public records requests. The fee imposed by the Agency is the fee imposed by the City for responding to public records requests, as listed on the [City's Fee Schedule](#) (as amended). The Agency will waive all fees for easily accessible or routinely requested records if the request takes **less than one hour of staff time** to find, review, and provide the responsive records. The Agency will require prepayment in all cases (unless the City Attorney determines in writing a fee waiver is appropriate) if the request takes **more than one hour of staff time** to find, review, and provide the responsive records or otherwise complete its response.
- D. Search Time. The Agency may charge for search time even if it fails to locate any records responsive to a request or even if the City Attorney subsequently determines the records located are exempt; however, where possible, the Agency will advise a requester beforehand if significant portions of the records are likely to be exempt.
- E. Negotiations. The Agency is permitted to negotiate with requesters to reduce the cost of fulfilling requests in many ways, including informing the requester how to access the records themselves, by agreeing to using narrower search terms or date ranges, limiting the search to only the most relevant Agency employees, or excluding records most likely to contain exempt information. While requesters are under no obligation to refine their request in order to reduce cost, many appreciate the opportunity to work with the Agency to obtain the most substantive records for a lower cost.
- F. Prepayment. If the fee estimate for a request exceeds \$25.00, the Agency must first provide a written estimate to the requester and receive confirmation the requester is willing to pay;

unless the City Attorney determines in writing a fee waiver is appropriate, the Agency requires prepayment of its estimated charges before taking further action on a request. If the actual charges are less than the prepayment, the Agency will promptly refund any overpayment. A requester may coordinate prepayment with the Agency's Billing Clerk by emailing payments@ci.the-dalles.or.us for remittal instructions.

VII. Fee Adjustments

- A. Fee Waivers and Reductions. The Agency may furnish copies **without charge** or at a **reduced fee** if the City Attorney determines fee adjustment is in the public interest because making the record available primarily benefits the general public. If disclosure is in the public interest, the Agency's decision to deny a fee-waiver or fee-reduction request must be reasonable under the totality of the circumstances. A requester may contest the Agency's decision not to adjust their fee by submitting an appeal petition to the Wasco County District Attorney before or after paying the fee.
- B. Public Interest. For purposes of determining whether to grant a fee reduction for a request, the furnishing of public records primarily benefits the general public when its greatest utility is to the community or society as a whole — this is distinct from situations where disclosure would primarily impact a private party's concern or interest. Regardless of how interested the public may be in the matter implicated by the requested records, the Oregon Public Records Law provides disclosure will not primarily benefit the public if the requester fails to demonstrate their ability to meaningfully disseminate the information. The Agency is authorized to seek additional information from a requester to help clarify the basis for seeking a fee adjustment and, without such information, it may be difficult or even impossible to assess whether the requested disclosure is in the public interest.
- C. Fee-Waiver Determination. The City Attorney will make a determination as to whether a requester seeking a fee waiver has established a sufficient public interest to justify the waiver on an individualized, request-by-request basis. Factors typically relevant to the City Attorney's fee-waiver public-interest determination typically include:
- (1) who the requester is;
 - (2) the purpose for which the requester intends to use the information;
 - (3) the character of the information (i.e., whether the information is customarily in the public domain or of a nature reasonably kept confidential);
 - (4) whether the requested information is already in the public domain;
 - (5) the requester's inability to pay²; and
 - (6) whether the requester can demonstrate the ability to disseminate the information to the public.
- D. Fee-Reduction Determination. The City Attorney will make a fee-reduction determination on an individualized, request-by-request basis. Factors typically relevant to the City Attorney's fee-reduction public-interest determination typically include:

² The Oregon Public Records Law provides this factor, on its own, is not a sufficient basis for a fee waiver.

- (1) how narrowly tailored the request is to a matter of public interest;
- (2) the time and expense needed to fulfill the request;
- (3) the volume of the records requested;
- (4) the need to segregate exempt from nonexempt materials;
- (5) whether the fee was avoidable; and
- (6) the requester’s ability to pay the fee.

E. *Agency Discretion Despite Public Interest.* Even if waiving or reducing the fee is in the public interest, the Oregon Public Records Law still provides the Agency with the discretion to deny a fee adjustment if its denial is reasonable under the totality of the circumstances; in exercising that discretion (on a request-by-request basis), the City Attorney may consider:

- (1) the character of the public interest in the particular disclosure;
- (2) the extent to which the fee impedes that public interest;
- (3) the extent to which a waiver would burden the Agency³; and
- (4) any other considerations potentially appropriate in any given request.

ADOPTED by the Columbia Gateway Urban Renewal Agency Board via Resolution No. 2025-005 at its regular August 19, 2025, meeting.

COLUMBIA GATEWAY URBAN RENEWAL AGENCY

Joshua Chandler, Agency Manager

Date

³ The Agency may consider the aggregate impact from numerous public records requests from the same requester in assessing this burden.



AGENDA STAFF REPORT
AGENDA LOCATION: 10.A.

MEETING DATE: Tuesday August 19, 2025
TO: Chair and Members of the Urban Renewal Agency Board
FROM: Jacob Anderson, Economic Development Officer
ISSUE: Consideration of Ownership Transfer – 1st Street Parking Lots

BACKGROUND:

The Urban Renewal Agency owns two surface parking lots on East 1st Street, located between Court and Washington Streets:

- **Lot A** – 13,980 sq. ft. (at 1st & Court)
- **Lot B** – 9,240 sq. ft. (midblock between Court and Washington)
- **Total Combined Area:** 23,220 sq.

Recent Agency-funded improvements to the lots include:

- **Fencing (Spring 2023):** Completed by Kiwi Fence Contractors, total cost of \$10,415.70.
- **Paving & Striping (June 2025):** Conducted by the City of The Dalles through its Public Works Department, total cost of \$54,406.45.
- **Archeological Services (June 2025):** Conducted by Cultural Resources Consulting for archeological services associated with the parking lot resurfacing project, total cost of \$15,439.00.

These improvements significantly enhanced the functionality and appearance of the lots.

Lot A – Commodore Lease and Encumbrances

Lot A is encumbered by a long-term lease agreement with The Commodore II Limited Partnership, executed in 2003 as part of the Commodore II redevelopment:

- **Term:** June 1, 2003 – December 31, 2053
- **Rent:** \$1.00/year
- **Purpose:** Exclusive use for Commodore tenant parking

- **Redevelopment Clause:** The property may be redeveloped if 38 off-street parking stalls (including 2 ADA) are provided within 600 feet of the Commodore
- **Maintenance Obligations:** The lease places responsibility for lighting, striping, signage, and general upkeep on the Commodore partnership

Ownership Transfer Discussion

Staff recommends the Board consider transferring ownership of both lots to the City of The Dalles, rather than simply management:

Benefits of Ownership Transfer

- Streamlined oversight under one entity (City), aligning with other public parking facilities
- Eliminates ongoing capital obligations from the Agency’s portfolio
- Maintains public access while clarifying administrative responsibilities

Key Considerations

- **Lot A Lease:** The City would assume full responsibility for the Commodore lease, including compliance and any future redevelopment coordination.
- **Lot B:** Unencumbered and eligible for clean transfer.
- **Legal Review Required:** A formal transfer would require deeds, easement/encumbrance documentation, and board approvals by both the Agency and the City Council.

BUDGET IMPLICATIONS:

- No new costs anticipated for the Agency
- Long-term maintenance and liability would shift to the City
- Capital improvements have already been completed by the Agency

BOARD ALTERNATIVES:

Staff recommends the Urban Renewal Agency Board:

1. **Staff recommendation: Provide direction to pursue a transfer of ownership of the 1st Street parking lots to the City of The Dalles.**
 - ***If supported, authorize staff to work with legal counsel and City staff to draft the necessary documents.***
2. Consider a separate treatment of Lots A and B, due to differing encumbrances.
3. Provide direction to keep the lots until Agency sunset.
4. Other Direction to Staff

Attachments:

- **Attachment 1-** Urban Renewal Parking Lots A & B Map
- **Attachment 2-** Commodore Lease & Right of First Refusal Agreements
- **Attachment 3-** 2003 Urban Renewal Staff Reports



Date: 5/29/2024 Author: David Mills Project: Urban Renewal Parking Lots A and B

Comments:
 Parking lot A = 13,980 square feet
 Parking lot B = 9,240 square feet
 Total = 23,220 square feet

Legend

-  Private
-  Work Area

LEASE AGREEMENT

WHEREAS, the Commodore II Limited Partnership, hereinafter referred to as "Owner" of the building commonly known as the Commodore II building, located at 312 Court Street in The Dalles, Oregon; and

WHEREAS, the Columbia Gateway Urban Renewal Agency, hereinafter referred to as "Agency", purchased the real property described as Lots 4, 5 and the West 6 feet of Lot 3, Block 3, Original Dalles City, which purchase was recorded in the Wasco County Clerk Records as Microfilm No. 2001-2034, and which property contains a parking lot adjacent to First and Court Street in The Dalles, Oregon, which property shall hereinafter be referred to as the "Property"; and

WHEREAS, said Property was purchased by the Agency for the purpose of being used as a parking lot for the exclusive use of tenants and occupants of the redeveloped Commodore II building; and

WHEREAS, the Owner and Agency desire to enter into an agreement allowing the Owner to lease the property for a long term use as a parking lot;

NOW, THEREFORE, in consideration of the conditions and promises set forth herein, the Owner and the Agency mutually agree as follows:

1. For the period beginning June 1, 2003, and ending December 31, 2053, the Agency hereby agrees to lease the Property to the Owner.
2. The rent for the property shall be \$1.00 per annum for the entire term of the lease.
3. The Agency reserves the right to development of the Property during the term of this lease agreement, which development includes any use allowed by the City of The Dalles' land use regulations at the time of the development. If during the term of the lease agreement, the Property is subject to an assessment for a local improvement district for improvements to First or Court Streets, the Agency or the City will be responsible for paying any assessment imposed upon the Property.
4. The Owner has agreed to make the following improvements to the Property by November 1, 2003, or as otherwise noted:
 - a. Repair the existing metal post and wood railing fence on the north and west sides of the property.
 - b. Patch existing pot-holes in the asphalt.
 - c. Apply a preservation application to the 13,000 square foot paved area of the parking lot by August 1, 2007.
 - d. Install wheel stops in the 8' parking stall widths on the east side of the parking lot next to the neighboring building.

20035885

20035885

- c. Remove twenty feet of guardrail on the southeast side of the parking lot for access from the alley.
 - f. Install overhead lighting sufficient to cover all of the parking lot and ADA ramp areas and be responsible for all ongoing electrical and other costs for the lighting.
 - g. Installing appropriate signage for the parking lot.
 - h. Mark two of the parking spaces designated for handicapped parking, with one of the spaces being marked as van accessible. Both spaces shall comply with ADA requirements for marking disabled parking spaces by March 1, 2004.
 - i. Install striping for the parking lot. (Completed as of this date)
 - j. Repair the retaining wall on the north and west sides of the lot. (Completed as of this date)
5. The Agency has agreed to make the following improvements to the Property by March 31, 2004, or as otherwise noted:
- a. Repair approximately 20 square yards of sidewalk and curb located on the west & north side of the parking lot.
 - b. Install an ADA ramp on the southwest corner of the parking lot which includes a steel pipe railing on each side of the ramp.
 - c. Repair a 57 foot crack in the middle of the sidewalk on the west side of the parking lot.

During the term of this lease agreement, Owner agrees to maintain the parking lot in a state of good repair including all improvements installed by the Agency under the terms of this Agreement.

Owner agrees to include a provision in its lease agreement with tenants and occupants of the Commodore II building that the tenants and occupants will park in the designated parking facility, and Owner agrees to enforce this provision.

6. If during the term of this lease agreement, the Property is redeveloped by the Agency, the City of The Dalles, or in conjunction with a developer, for a use other than a parking lot, the Agency or the City of The Dalles agrees that it will provide a comparable parking facility for the use of the tenants and occupants of the Commodore II building, similar to the parking lot which currently exists upon the Property. A comparable parking facility shall consist of 38 off-street parking spaces, including two spaces for disabled parking; all or a portion of which facility shall be located within a distance of a 600 foot radius of the Commodore II building, with the understanding that the parking spaces may be located upon more than one parking lot.

7. During the term of this agreement, Owner agrees to maintain, in conjunction with the Commodore II building, a Comprehensive General Liability insurance policy in effect with combined single limits coverage of \$500,000 for each occurrence and \$1,000,000 for aggregate coverage. The Owner shall annually provide a certificate of insurance indicating the Agency has been named as an additional insured under the insurance policy.

8. If either party defaults under any terms of this Agreement, the other party shall have the right to pursue at its sole discretion any remedy available to it at law or equity, including but not limited to specific performance of this Agreement.



AGREEMENT FOR RIGHT OF FIRST REFUSAL

The parties hereto are the COLUMBIA GATEWAY URBAN RENEWAL AGENCY, hereinafter referred to as "Agency", and the COMMODORE II LIMITED PARTNERSHIP, hereinafter referred to as "Lessee".

RECITALS

A. The Agency is the owner of property located adjacent to First and Court Street in The Dalles, Oregon, which property contains a parking lot, and which property is further described as follows:

Lots 4, 5 and the West 6 feet of Lot 3, Block 3, Original Dalles City

B. Lessee is leasing the above-described real property from the Agency pursuant to a lease agreement dated the 25th day of September, 2003, which lease agreement was recorded in the deed records of the Wasco County Clerk as Microfilm No. 20035885.

C. Lessee desires to have a right of first refusal over any potential future redevelopment of the real property described above for a period equivalent to the continued existence of the Agency. The Agency agrees to grant said right of first refusal with regard to the real property described above.

D. The parties stipulate and agree that the consideration for this right of first refusal is the mutual covenants and remuneration to the Agency encompassed in the lease recorded as Wasco County Clerk Microfilm No. 20035885. The parties stipulate and agree that they have specifically negotiated this right of first refusal to be a condition upon which the Lessee has agreed to lease the property described above.

WHEREFORE, for and in consideration of the mutual covenants stated herein, the parties agree as follows:

AGREEMENT

1. Lessee shall have a right of first refusal over any potential future redevelopment of the real property described above. The right of first refusal shall be in effect during the period from the date of this agreement until September 22, 2015.

2. The Agency agrees that it shall not enter into any written contract or agreement for redevelopment of the real property described above, without first providing written notice of the Agency's intent to enter into a contract or agreement for redevelopment of the property, to the Lessee. The notice shall be sent to 503 NW Irving, Suite 200A, Portland, Oregon, 97209-3706, and shall be sent by certified mail, return receipt requested.

3. Within sixty (60) days from the date of receipt of the notice described herein from the Agency, Lessee shall have the right to exercise its right of first refusal by providing the Agency with its own proposal for redevelopment of the above-described real property. Upon receipt of the proposal from Lessee, Agency shall have sixty (60) days to determine whether Lessee's proposal is comparable to the Agency's redevelopment proposal, and whether to accept or reject the Lessee's proposal. Lessee's proposal shall be sent to 313 Court Street, The Dalles, Oregon, 97058, and shall be sent by certified mail, return receipt requested.

20035886



IMPROVING OUR COMMUNITY

COLUMBIA GATEWAY URBAN RENEWAL AGENCY

CITY OF THE DALLES

AGENDA STAFF REPORT

URBAN RENEWAL AGENCY

MEETING DATE: September 22, 2003

DATE: September 2, 2003

TO: Urban Renewal Agency

FROM: Dan Durow, Urban Renewal Manager 

THRU: Nolan Young, City Manager 

ISSUE: Commodore Parking Lot Lease and Right of First Refusal Agreements.

BACKGROUND: Part of the larger Commodore II project, the Urban Renewal owned parking lot on East 1st and Court Streets was purchased to provide off-street parking for the use of Commodore II tenants. The proposed Lease Agreement and Right of First Refusal Agreement between the Urban Renewal Agency (Agency) and Commodore II Limited Partnership (Owner), attached, represent the last part of the project needing Agency action. The agreements represent the expectations of the original development proposal for the Commodore II and for the Owner/Agency contributions for its reuse.

The parking lot agreement would be for a fifty year period of time and would allow the Agency to redevelop the property at any time with the provision that 'like' parking be provided to the Commodore II tenants. It also provides that minimum improvements be made to the lot by both parties with the provision that the Owner be responsible for any ongoing maintenance costs. Full improvements are not necessary or prudent at this time because it is expected that the Urban Renewal streetscape project would reconstruct the street and sidewalks sometime in the near future. The parking lot agreement provides that the Agency would be responsible for any Local Improvement District assessment for the streetscape project.

After recording, return to:

C. Paul Dagle
Holland & Knight, LLP
111 SW Fifth Avenue, Suite 2300
Portland, OR 97204

LEASE AGREEMENT

WHEREAS, the Commodore II Limited Partnership, hereinafter referred to as “Owner” of the building commonly known as the Commodore II building, located at 312 Court Street in The Dalles, Oregon; and

WHEREAS, the Columbia Gateway Urban Renewal Agency, hereinafter referred to as “Agency”, purchased the real property described as Lots 4, 5 and the West 6 feet of Lot 3, Block 3, Original Dalles City, which purchase was recorded in the Wasco County Clerk Records as Microfilm No. 2001-2034, and which property contains a parking lot adjacent to First and Court Street in The Dalles, Oregon, which property shall hereinafter be referred to as the “Property”; and

WHEREAS, said Property was purchased by the Agency for the purpose of being used as a parking lot for the exclusive use of tenants and occupants of the redeveloped Commodore II building; and

WHEREAS, the Owner and Agency desire to enter into an agreement allowing the Owner to lease the property for a long term use as a parking lot;

NOW, THEREFORE, in consideration of the conditions and promises set forth herein, the Owner and the Agency mutually agree as follows:

1. For the period beginning June 1, 2003, and ending December 31, 2053, the Agency hereby agrees to lease the Property to the Owner.
2. The rent for the property shall be \$1.00 per annum for the entire term of the lease.
3. The Agency reserves the right to development of the Property during the term of this lease agreement, which development includes any use allowed by the City of The Dalles’ land use regulations at the time of the development. If during the term of the lease agreement, the Property is subject to an assessment for a local improvement district for improvements to First or Court Streets, the Agency or the City will be responsible for paying any assessment imposed upon the Property.
4. The Owner has agreed to make the following improvements to the Property by November 1, 2003, or as otherwise noted:
 - a. Repair the existing metal post and wood railing fence on the north and west sides of the property.
 - b. Patch existing pot-holes in the asphalt.

parking lot, the Agency or the City of The Dalles agrees that it will provide a comparable parking facility for the use of the tenants and occupants of the Commodore II building, similar to the parking lot which currently exists upon the Property. A comparable parking facility shall consist of 38 off-street parking spaces, including two spaces for disabled parking; all or a portion of which facility shall be located within a distance of a 600 foot radius of the Commodore II building, with the understanding that the parking spaces may be located upon more than one parking lot.

7. During the term of this agreement, Owner agrees to maintain, in conjunction with the Commodore II building, a Comprehensive General Liability insurance policy in effect with combined single limits coverage of \$500,000 for each occurrence and \$1,000,000 for aggregate coverage. The Owner shall annually provide a certificate of insurance indicating the Agency has been named as an additional insured under the insurance policy.

8. If either party defaults under any terms of this Agreement, the other party shall have the right to pursue at its sole discretion any remedy available to it at law or equity, including but not limited to specific performance of this Agreement.

9. As additional consideration for this lease agreement, Agency and the Owner have entered into an Agreement for a Right of First Refusal concerning redevelopment of the property. A copy of the Agreement is attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this lease this _____ day of _____, 2003.

AGENCY
Columbia Gateway Urban Renewal Agency

OWNER
The Commodore II Limited Partnership
By: Cook Development Corporation,
General Partner

By: _____
Robb Van Cleave, Chair

By: _____
Terrace W. Cook, Managing Director

STATE OF OREGON)
) ss:
COUNTY OF WASCO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by Robb Van Cleave, as Chairman on behalf of the Columbia Gateway Urban Renewal Agency.

Notary Public for Oregon
My commission expires: _____

After recording, return to:
C. Paul Dagle
Holland & Knight, LLP
111 SW Fifth Avenue, Suite 2300
Portland, OR 97204

AGREEMENT FOR RIGHT OF FIRST REFUSAL

The parties hereto are the COLUMBIA GATEWAY URBAN RENEWAL AGENCY, hereinafter referred to as "Agency", and the COMMODORE II LIMITED PARTNERSHIP, hereinafter referred to as "Lessee".

RECITALS

A. The Agency is the owner of property located adjacent to First and Court Street in The Dalles, Oregon, which property contains a parking lot, and which property is further described as follows:

Lots 4, 5 and the West 6 feet of Lot 3, Block 3, Original Dalles City

B. Lessee is leasing the above-described real property from the Agency pursuant to a lease agreement dated the _____ day of _____, 2003, which lease agreement was recorded in the deed records of the Wasco County Clerk as Microfilm No. _____.

C. Lessee desires to have a right of first refusal over any potential future redevelopment of the real property described above for a period equivalent to the continued existence of the Agency. The Agency agrees to grant said right of first refusal with regard to the real property described above.

D. The parties stipulate and agree that the consideration for this right of first refusal is the mutual covenants and remuneration to the Agency encompassed in the lease recorded as Wasco County Clerk Microfilm No. _____. The parties stipulate and agree that they have specifically negotiated this right of first refusal to be a condition upon which the Lessee has agreed to lease the property described above.

WHEREFORE, for and in consideration of the mutual covenants stated herein, the parties agree as follows:

AGREEMENT

1. Lessee shall have a right of first refusal over any potential future redevelopment of the real property described above. The right of first refusal shall be in effect during the period from the date of this agreement until September 22, 2015.

2. The Agency agrees that it shall not enter into any written contract or agreement for redevelopment of the real property described above, without first providing written notice of the Agency's intent to enter into a contract or agreement for redevelopment of the property, to the Lessee. The notice shall be sent to 503 NW Irving, Suite 200A, Portland, Oregon, 97209-3706, and shall be sent by certified mail, return receipt requested.

3. Within sixty (60) days from the date of receipt of the notice described herein from the Agency, Lessee shall have the right to exercise its right of first refusal by providing the Agency with its own proposal for redevelopment of the above-described real property. Upon receipt of the proposal from Lessee, Agency shall have sixty (60) days to determine whether Lessee's proposal is comparable to the