SUPPLEMENTAL AGENDA

COLUMBIA GATEWAY URBAN RENEWAL AGENCY BOARD
September 15, 2026
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**
Dial: 1-669-900-6833 or 1-253-215-8782

Upon request, the City will make a good faith effort to provide an interpreter for the deaf or hard of hearing at regular meetings if given 48 hours' notice. To make a request, please contact the City Clerk and provide your full name, sign language preference, and any other relevant information.

Contact the City Clerk at (541) 296-5481 ext. 1119, or amell@thedalles.gov.

ITEMS TO BE ADDED TO THE AGENDA

7. ACTION ITEMS
   A. Phase I Ratification and Phase II Grant Agreement with Giamei Properties for 210 Washington St
   B. Incentive Program Guidelines - minor amendment

AGENDA ITEM ADJUSTMENT

8. STAFF COMMENTS / PROJECT UPDATES (*previously Item 7*)
   A. Exterior Pilot Refresh Update
   B. Incentive Program Update

Meeting conducted in a room in compliance with ADA standards.

Prepared by/
Crystal Sayre, Administrative Assistant
Community Development Department

AGENDA STAFF REPORT
AGENDA LOCATION: 7.A.

MEETING DATE: September 15, 2026

TO: Chair and Members of the Urban Renewal Agency Board

FROM: Jacob Anderson, Economic Development Officer

ISSUE: **Phase I Ratification and Phase II** Grant Agreement with Giamei Properties for 210 Washington Street

BACKGROUND

Giamei Properties owns the commercial building at 210 Washington Street. The property has historically contained multiple commercial tenants, including a gym and salon. Both businesses have recently relocated, leaving the building vacant and creating an opportunity to complete building improvements before the space is reoccupied.

In September 2025, the Agency entered into a Phase I *Incentive Program Grant Agreement* with Giamei Properties for installation of insulation and a vapor barrier in the building's crawl space. The Phase I agreement provided for a total project budget of $6,852, with an Agency contribution of up to $3,426 and an equal $3,426 owner match.

Phase I was approved administratively under the Agency's practice of applying the cumulative $50,000 approval threshold by property. The May 2025 Guidelines, however, required Board approval for subsequent Program support once an Applicant's or Project's cumulative Program support exceeded $50,000. Because Giamei Properties had already exceeded that threshold, Phase I should have been presented to the Board.

Ratification is the Board's formal approval of an action previously taken on the Agency's behalf without the required authorization. Oregon law permits a public body to ratify an irregularly authorized agreement when the public body had authority to approve the transaction originally. The Agency had authority under ORS 457.170(2) and (6), ORS 457.180(7), and the Urban Renewal Plan to approve qualifying rehabilitation grants. Ratification would cure the missing Board authorization for the original $3,426 Phase I award and agreement; it would not create a new grant, increase the award, waive any other Program or agreement requirement, or authorize duplicate payment.

The Phase I work was the first step in a larger phased rehabilitation of the property. With the building now vacant, the owner is moving forward with additional improvements intended to improve the functionality of the building and prepare it for future commercial occupancy.

Giamei Properties has previously been awarded more than $50,000 in total Incentive Program support. Under Step 3(a) of the Program Guidelines, “when an applicant's or Project's total Program support exceeds $50,000, all subsequent support requires Agency Board approval.” Accordingly, this Phase II request is being presented to the Board for approval.

PROPOSAL

Giamei Properties has requested Phase II funding to upgrade the building’s HVAC system with mini-split units and complete the associated electrical work. The total Phase II project cost is **$19,460**, with the proposed Agency contribution of $9,730 and Giamei Properties providing an equal $9,730 match. Completing the HVAC improvements while the building is vacant allows the work to occur without disrupting tenants and positions the property for future commercial use.

JUSTIFICATION

- Phase II continues the phased rehabilitation of 210 Washington Street begun under the Phase I agreement.
- The HVAC and associated electrical work are eligible permanent building improvements under the Incentive Program.
- The Agency had authority to approve the Phase I rehabilitation grant when it was awarded, and Board ratification is available to cure the missing approval without changing the original grant terms.
- Agency Board approval is required because the applicant has previously been awarded more than $50,000 in total Incentive Program support.

BUDGET IMPLICATIONS

Approval of the Phase II agreement would provide an additional Agency grant of $9,730 for 210 Washington Street. Combined with the $3,426 Phase I grant, total Agency support for improvements to this property would be $13,156. Ratification of Phase I would not increase its $3,426 award or authorize duplicate payment. This grant would be funded through the Urban Renewal Property Rehabilitation. The approved budget for that fund in fiscal year 2026-27 is $3,584,000. Sufficient funds are available for this project.

BOARD ALTERNATIVES

1. ***Staff recommendation*: Move to adopt the attached resolution ratifying the original Phase I award and agreement and approving a separate Phase II grant of up to $9,730 to Giamei Properties for 210 Washington, as presented.**
2. Make modifications to then move to adopt the attached resolution ratifying the original Phase I award and agreement and approving the Phase II grant, as amended.
3. Decline formal action and direct Staff accordingly.

Attachments:

- **Attachment 1 –** Phase II 210 Washington Grant Agreement
- **Attachment 2 –** Application
- **Attachment 3 –** Executed Phase I Grant Agreement (September 29, 2025)
- **Attachment 4 –** Resolution Ratifying Phase I and Approving Phase II

URBAN RENEWAL INCENTIVE PROGRAM
GRANT AGREEMENT

This INCENTIVE PROGRAM GRANT AGREEMENT (**Grant Agreement**) is entered by and between The Dalles Urban Renewal Agency, an urban renewal agency duly formed and operating under the provisions of ORS Chapter 457 (**Agency**) and Giamei Properties, LLC, an Oregon limited liability company (**Grantee**), for the project located at 210 Washington Street (**Property**) in The Dalles, Oregon.

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

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

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

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

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

Grant Title	**210 Washington – Phase Two**
Funding Purpose	Grant funds are to be used for eligible expenses at the project site, including upgrading the HVAC to a Minisplit system along with associated electrical work. (**Project**)
Grantee Project Manager	Tom Giamei Tag8373@gmail.com 503-688-0619 1707 Lincoln Way, The Dalles, OR 97058
Maximum Grant Amount	
Commercial Redevelopment Grant	$9,730
Residential SDC Surety	$0
Required Grantee Matching Investment	$9,730
Total Project Budget	$19,460

TERMS & CONDITIONS

1. **GRANT AWARD**: Agency agrees to contribute funds to be applied toward a portion of the costs of the Project set forth in the Project scope up to **nine thousand seven hundred thirty** (**$9,730.00)** (**Grant Funds**). Grantee agrees to use Grant Funds solely for the purposes of construction of the improvements at **210 Washington St,** agrees to contribute the *Required Grantee Matching Investment* to the Project if required consistent with Section 2, and promises to fully perform and complete the Project set forth herein.

2. **REQUIRED GRANTEE MATCHING INVESTMENT**: For Commercial Redevelopment Grants, Grantee agrees to match Agency's award of Grant Funds pursuant to this Section 2 (**Required Grantee Matching Investment**). Projects awarded Grant Funds for *Commercial Projects* require Grantee to match at least fifty (50%) percent of the total Project cost. Projects awarded Grant Funds for *Mixed-Use Projects* (i.e., those Projects that create at least 1 new housing unit) require Grantee to match at least (40%) forty percent of the total Project cost. In all cases, the Agency agrees Grantee may use public funding secured from state, federal, or other public entities for its match obligations if **(a)** total public funding (including Grant Funds) does not exceed eighty (80%) percent of the total Project cost and **(b)** no such public funding is from the City of The Dalles (**City**).

3. **SPECIAL CONDITIONS OF AWARD**: Phase I expenses may not be reimbursed or counted toward the Required Grantee Matching Investment under this Grant Agreement.

4. **TERM OF AGREEMENT**: This Grant Agreement is effective when mutually executed (**Effective Date**). Except as otherwise set forth herein, the terms and conditions of this Grant Agreement shall expire without payment to Grantee if the proposed improvements are not complete within **one hundred eighty (180) days from the date** signed by the Grantee, unless extended by Agency at its sole discretion.

5. **DISBURSEMENT ON REIMBURSEMENT BASIS**: Grant Funds may only be used for costs incurred **(a)** after the Grant is awarded and **(b)** the Grant Agreement and any other security interests are executed by Agency and Grantee; any costs incurred prior to meeting the aforementioned criteria are ineligible for reimbursement. Agency agrees to disburse Grant Funds on a reimbursement basis in one lump sum or installments. Grantee agrees it is responsible for timely submitting to Agency all actual receipts and other verifications of any eligible expenses.

   (a) <u>Commercial Redevelopment Grants</u>

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

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

(b) **Residential SDC Surety:** Agency agrees to contribute towards an eligible Project's system development charges (**SDCs**) that are imposed by local agencies by paying those agencies directly on Grantee's behalf for the Project. Agency agrees to pay applicable local agencies up to **$0** for the construction of **(0) new residential units** on Grantee's behalf for the Project upon the Project's issuance of a building permit and Agency's confirmation that Grantee has secured full Project funding.

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

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

Conditions: Pre-Construction

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

1. **COMMITMENT ACCEPTANCE**: This commitment must be accepted by signing below by October 3rd 2026 and returning a copy to Agency by the acceptance, unless extended by Agency in writing. Agency's offer will expire without further notice if Grantee does not accept the commitment by that deadline.
2. **AUTHORIZATION**: If Grantee is not the Property's legal owner of record for tax purposes (**Owner**), Grantee must provide Agency with written and executed evidence of Owner's authorization to **(a)** enjoy the privileges of and be bound by Grantee's obligations to this Grant Agreement and **(b)** carry out the permanent improvements covered under this Grant Agreement.
3. **SCOPE OF WORK/WORK DESCRIPTION**: Grantee must provide a complete description of the proposed work, architectural drawings, and specifications, as appropriate. Agency

reserves the right to reject Grantee's proposed scope of work if it does not meet the intent of the Grant Award or improvements allowed under The Dalles Urban Renewal Plan.

4. **OTHER APPROVALS**: Grantee must obtain all necessary regulatory approvals (e.g., development review, building permits, and/or approval from the State Historic Preservation Office, where applicable). Grantee, Owner, and the Property must comply with the City's zoning, design, land use and development, historic review (as applicable), and municipal code requirements.
5. **CONSTRUCTION CONTRACT**: All contracts to complete work described in this Grant Agreement shall be between Grantee, Owner, and its contractor(s). This Grant Agreement, and commitment of Grant Funds, shall in no way create a contractual relationship between the Agency and any contractor(s). Grantee or Owner shall enter into a contract with a contractor for construction of the Project in accord with the Project description and Grant award. Prior to entering into the construction contract, Grantee shall submit the proposed scope of work to Agency for review. Upon Agency's reasonable approval, Grantee or Owner may enter into the construction contract and construction may commence according the Project schedule. All contractors shall be licensed, bonded, and registered with the State of Oregon.
6. **PROPERTY TAXES**: Grantee or Owner must submit proof of currency with property taxes for the Project site.

Other Conditions

1. **15-YEAR RESTRICTION ON PROPERTY TAX ABATEMENTS OR CREDITS**: Grantee agrees not to pursue on the Property any tax abatements reducing its assessed market value (including, without limitation, tax credits, property-related subsidies, abatements tied to non-profit status of the Property's users, and any other tax exemptions) (collectively, **Abatements**) for fifteen (15) years from the date of Agency's final disbursement under this Grant Agreement (**Restricted Period**); provided, however, Grantee may avail themselves of tax abatements or subsidies through The Dalles Vertical Housing Zone and any other Abatements specifically authorized by the Agency Board. In all cases, the Parties agree Agency has no obligation to release any Grant Funds until Grantee duly executes and delivers to Agency that a *Declaration* (which includes a *Tax Abatement Covenant*) and any other security documents Agency requires for this Grant and Restricted Period. Agency may accept an existing instrument that covers those obligations or require a supplement, in form and substance acceptable to Agency, and may record the documents in the Wasco County Official Records at Grantee's sole expense.

2. **INELIGIBLE IMPROVEMENTS**: Grant Funds must be applied toward permanent and physical improvements or design or engineering work leading to permanent and physical improvements. Work not requiring a building permit and not improving the Property's value is an indicator of ineligibility. Examples of expenditures ineligible for Grant Funding include general cleaning and maintenance, replacement of building materials, equipment or property acquisition, financing costs or debt, and other similar operating expenses.

3. **INVESTMENT READINESS**: Agency may request a title report on the property for the City Attorney's review and at Grantee's sole expense (if any). Without limitation, Agency may deny Grant Funds based on the title report and/or the number of liens on the Property. Grant recipients are required to complete a W-9 form as a vendor of the City/Agency and are fully responsible for all taxes associated with the Grant.

4. **PROJECT ACCESS AND ACKNOWLEDGEMENT**: Grantee shall allow Agency to conduct a final site visit to verify the Project has been fully and appropriately implemented as approved for Grant Funds by Agency. Grantee agrees to periodically allow Agency or the City to tour/showcase the Project upon request, including photographs and publicity containing incidental non-commercial usage of Grantee's trademarked or copyrighted intellectual property, if any. Grantee will allow Agency to collect and publish information about the design, construction, and performance of the improvements, including but not limited to interviews with Grantee and Project participants. Agency may photograph and videotape work relating to the construction or installation of Grant-related improvements.

5. **FUTURE ALTERATIONS OR IMPROVEMENTS**: All improvements shall be maintained for the reasonable life of the improvements. Grantee agrees to make no future alterations to the Project improvements other than routine maintenance without Agency's written approval for a period of fifteen (15) years.

6. **RECAPTURE**: Agency shall pursue the recapture of Grant Funds in cases where Agency determines **(a)** Grantee has willfully and intentionally violated the terms of this Grant Agreement or **(b)** despite Grantee's good faith efforts, the amount of actual capital investment deviates to such an extent from the initially agreed upon terms as to be materially inconsistent with the substance of this Grant Agreement.

7. **LIABILITY AND INDEMNITY**: Grantee is an independent contractor and assumes full responsibility for the performance of the work and completion of the Project scope, including Grantee's and its contractor's labor, and assumes full responsibility and liability for bodily injury or physical damage to person or property arising out of or related to this Grant Agreement. To the maximum extent allowed under the Oregon Constitution and Oregon Tort Claims Act, Grantee agrees to indemnify and defend Agency and hold Agency, its agents, officials, and employees harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with this Grant Agreement; provided, however, in no event shall Grantee indemnify against Agency's sole negligence. Grantee is solely responsible for paying Grantee's contractor, subcontractors, suppliers and employees. There shall be no contractual relationship between any contractor, supplier, or employee and Agency, and nothing in this Grant Agreement shall create any such relationship. Grantee expressly agrees Agency's liability under this Agreement shall be limited to the amount of the Grant Funds.

8. **INSURANCE**: Grantee has or will obtain the following policies of insurance coverage:

    - *Commercial General Liability Insurance*, written on an occurrence basis with limits not less than $1,000,000.00 per occurrence;
    - *Automobile Insurance,* with coverage for bodily injury and property damage and with limits not less than Oregon statutory minimums;
    - *Property Insurance* covering the property; and
    - if applicable, *Workers' Compensation Insurance* meeting Oregon statutory requirements including Employer's Liability with limits not less than $500,000.00 per accident or disease.

Both **(A)** the ***City of The Dalles, its officials, departments, employees, and agents*** and **(B)** the ***Columbia Gateway Urban Renewal Agency, its officials, departments, employees, and***

agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies. Grantee will provide evidence of insurance (certificates of insurance or copies of declarations pages) prior to execution of this Grant Agreement by submitting the evidence to the Agency.

9. **ACCESS TO PROJECT**: Agency shall be provided access to the Project so Agency may monitor construction progress and activities. Grantee acknowledges and agrees, for purposes of Grant Funds disbursement, Agency has final and sole discretion to determine whether Grantee's contractors have fully and successfully completed the Project scope as designed and specified. Except as permitted under *Terms & Conditions* **Section 5(a)**, funds shall not be disbursed if the work has not been completed to the reasonable satisfaction of Agency staff.

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

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

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

13. **TERMINATION OF THE AGREEMENT**: This Grant Agreement shall terminate thirty days (30) after either Party's receipt of written notice of intent to terminate by the other Party.

Upon termination, Grantee shall promptly return all disbursements of Grant Funds to Agency with interest accrued from the date of disbursement at the statutory rate set forth in ORS 82.010. Grantee shall pay damages to Agency, in an amount equal to Agency's out-of-pocket costs, including but not limited to reasonable reimbursement for Agency staff time in an amount not to exceed $5,000.00. No termination shall extinguish or prejudice Agency's right to seek enforcement of this remedy in a court of competent jurisdiction.

14. **BREACH OF THE AGREEMENT - DEFAULT**: A default shall occur if Grantee breaches any material provision of this Grant Agreement, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Grantee receives written notice from Agency specifying the breach. Failure of Grantee to act diligently and in good faith to satisfy conditions over which it has control or influence is a breach. In the case of a breach which cannot with due diligence be cured within a period of thirty (30) days, a default shall occur if Grantee does not commence the cure of the breach within thirty (30) days after Grantee receives written notice from Agency and thereafter diligently prosecute to completion such cure.

15. **ACCESS TO RECORDS**: Agency shall have access to the books, documents, papers, and records of Grantee directly related to this Grant Agreement, the Grant Funds provided hereunder, or the Project scope for the purpose of making audits and examinations. Grantee shall retain and keep accessible all books, documents, papers, and records directly related to this Grant Agreement, the Grant Funds, or the Project for a minimum of three (3) years, or such longer period as may be required by other provisions of this Grant Agreement or applicable law, following termination or expiration of this Grant Agreement. If Agency has unresolved audit questions at the end of the three (3) year period, Grantee shall retain the records until the questions are reasonably resolved. Grantee shall document the expenditure of all Grant Funds disbursed by Agency under this Grant Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit Agency to verify how the Grant Funds were expended.

16. **CERTIFICATION**: Grantee agrees to maintain such documentation and information necessary to demonstrate the Project satisfies and continues to satisfy the eligibility requirements identified in the Program Guidelines. Grantee agrees to certify to Agency, in form and content satisfactory to Agency, the Project meets the eligibility requirements upon transfer, including any sale, conveyance, exchange, gift, lease (excepting a tenant lease in the ordinary course), encumbrance, and/or foreclosure of an encumbrance, regardless of whether occurring voluntarily or involuntarily, by operation of law, or because of any act or occurrence of the Project and on or before January 1 of each year during the Restricted Period.

17. **TIME OF THE ESSENCE**: Grantee and Agency hereby acknowledge and agree time is of the essence with respect to every term, condition, obligation, and provision herein.

18. **COMPLIANCE WITH LAWS**: Grantee agrees it shall use the Property solely for lawful purposes. Grantee and Grantee's agents shall obtain all necessary permits and comply with all applicable laws in the construction and operation of the Project.

19. **NO OTHER AGREEMENTS**: This Grant Agreement and attachments hereto represent the entire and integrated Agreement between Agency and Grantee concerning Phase II and supersede all prior negotiations, representations, or agreements, whether verbal or in writing. This Grant Agreement does not amend or supersede the Phase I grant agreement or its continuing obligations and security. This Grant Agreement may be amended only by written instrument signed by both Agency and Grantee. Oregon law shall govern the construction and interpretation of this Grant Agreement. Any disputes arising from or connected with this Grant Agreement shall be filed in the Circuit Court of the State of Oregon for Wasco County.

IN WITNESS WHEREOF, the Parties duly execute this **INCENTIVE PROGRAM GRANT AGREEMENT** this _____ day of _____, 2026.

COLUMBIA GATEWAY URBAN RENEWAL AGENCY **GRANTEE**

_____ _____
Jacob Anderson, Agency Manager Thomas Giamei, Managing Member

APPROVED AS TO FORM:

_____
Jonathan M. Kara, City Attorney

Urban Renewal Incentive Program
APPLICATION

Property address: 208/210 Washington Street

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

Applicant

Thomas Giamei
Contact person and title

Business name

5036880619
Phone number(s)

tag8373@gmail.com
Email Address

1707 Lincoln Way
Mailing address

The Dalles
City

OR
State

97058
ZIP Code

NA
Website URL

NA
Years in Business / Years in The Dalles

Are you current on business taxes? ☒ Y ☐ N

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

Ownership status:
☒ I own the property
☐ I own the property with others
☐ I am purchasing the property*
☐ I lease the property*

* Owner Authorization form required (attached)

Property Owner

*(**Required** if different than Applicant.)*

Owner name / contact

Owner business (if applicable)

Phone number(s)

Email Address

Mailing address

City

State

ZIP Code

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

Application Submittal

Minimum Requirements

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

(1) The subject real property (**Property**) must be located within the Area;

(2) Applicant must be the Property's current owner or must obtain the owner's prior written consent on the Application;

(3) Applicant must not be delinquent on any City accounts (e.g., utility accounts) and real property taxes concerning the Property must be paid in full at the time of Application submission and all fund disbursements. If the Applicant is not the Property's current owner, both the Applicant and owner must not be delinquent on any City accounts and be current on their real property taxes;

(4) The Property must not be subject to any tax abatements reducing its assessed market value (including, without limitation, tax credits, property-related subsidies, or any other tax exemption); provided, however, the Property may receive tax abatement or subsidies from The Dalles Vertical Housing Development Zone without impacting its eligibility under this Program;

(5) The project for which Program funds are sought must be an Eligible Project meeting and seeking to advance Plan goals and objectives; and

(6) Applicant must timely apply for Program funds on Agency's then-current Program application and in such manner as the Agency Manager (**Administrator**) may then prescribe.

Attachments

Separately attach the following documents:

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

Public Information Notice

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

Property and Project Description

Property Description

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

Condition of the Property is vancant looking for tenants. Building is broken down into commerical addresses.

Project Narrative and Schedule

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

Proposed project planned to be conducted in phases with some already complete

Current Plan -

Phase 1 - Vapor Barrier and Insulation - Start and End work October 2025 - Complete
Phase 2 - HVAC/Electric for both spaces - Start Aug 2026
Phase 3 - Plumbing and continued electrical improvements for 208 Washington - Start November/December 2026
Phase 4 - Facade improvements new windows and exterior lighting - Start Nov/Dec 2026

Phases subject to varying timeline based on contractor availablity

Eligible Projects

Please choose all that apply.

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

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

Ineligible Projects

The following projects are not eligible for Incentive Program funding.

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

Project Budget

Budget Narrative

Please describe the project budget, including revenues and expenditures. Explain how cost estimates were obtained and how budget figures were derived, including cost control measures undertaken. Include any other relevant information that could assist the Agency in understanding better your investment proposal and project readiness.

Currently moving on to phase 2 of the project - this will include HVAC improvement. Currently the 3 ton unit is from the 1950's. The new unit will be an efficient ductless mini-split unit that supports the entire space. Additionally the electric will be completed by HAGE electric to include hooking up the HVAC unit, led lights, and switches to elevate the space.

Budget Worksheet

Complete the budget chart below, detailing the total project cost estimate (excluding property acquisition and related expenses). Be as specific and detailed as possible. Add lines &/or extra pages as needed to provide sufficient detail. Please attach an additional sheet as needed.

Estimate of Total Project Costs

(excluding property acquisition and related expenses)

EXPENSE / ACTIVITY	CONTRACTOR OR VENDOR	ESTIMATED COST
		$
Phase 2: HVAC/Electric	STS Mechanical/HAGE	$19,460
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
EST. TOTAL PROJECT BUDGET		**$**

Estimate of Eligible Project Costs

(From your total project costs please break out the expenses you believe are eligible for reimbursement)

EXPENSE / ACTIVITY	CONTRACTOR OR VENDOR	ESTIMATED COST
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
	EST. TOTAL ELIGIBLE EXPENES	$ 19,460

Funding

Amount of Requested Incentive Grant Funding

Commercial Grant Request	$ 9,730
Residential SDC Surety	$

NOTE: (The commercial grant request must be the lesser of A. $300,000, B. 50% of the total budget, and C. Total Eligible Expenses. Please see the FAQ for a more detailed breakdown)

Anticipated Financing

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

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

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

Public Benefit Statement

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

NA

Eligibility of Proposed Project | Public Funding

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

Phase 1 - insulation and vapor barrier - $6,852

Questions

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

Certification by Applicant

(Please initial and sign.)

APPLICANT AFFIRMATION

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

tg I understand I will enter into a contractual Grant Agreement with the Agency and a lien equal to the value of any awarded funds disbursed or credits applied will be assessed against the Property for fifteen (15) years from the date of Project completion. I further understand and commit to reimbursing the Agency the value of any awarded funds if the Property receives any Abatements in during the 15-year period other than abatements or subsidies through The Dalles Vertical Housing Zone.

tg If I am awarded any Grants for a Commercial Project, I understand I am required to invest at least fifty percent (50%) of the improvement costs for Commercial Projects.

tg If I am awarded any Grants for a Project with a Residential component, I understand I am required to invest at least forty percent (40%) of the improvement costs.

tg I understand any funding or credits may only be used for costs incurred (1) after award and (2) after the Agency executes the Grant Agreement. I further understand any costs incurred prior to award or the Agency's execution of the Grant Agreement are ineligible for reimbursement.

tg I understand all awarded funds or credits must be applied toward permanent and physical improvements or design or engineering work leading to permanent and physical improvements.

tg I understand the Project complies with The Dalles Municipal Code, the City's Land Use and Development Ordinance (including zoning and design standards), and historic review. I further understand I must secure all required land use approvals prior to submitting this Application.

tg I affirm the Property is current with its property taxes and agree the Property owner is expressly responsible for all taxes associated with any award.

tg I authorize the Agency to request a title report on the Property subject to City Attorney review, and I understand the Agency may deny any awarded funding based on the title report and/or the number of liens assessed against the Property.

tg I have read the FAQ's and Urban Renew Incentive Program Guidelines

tg I have no actual or potential conflicts of interest with the Agency, City, Wasco County, Northern Wasco County Parks and Recreation Department, Port of the Dalles, and Mid-Columbia Fire and Rescue District public officials.

APPLICANT CONTACT CERTIFICATION

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

Applicant Signature

1 Sept 2026

Date

Owner Authorization

*(**Required** if owner is different than Applicant.)*

AUTHORIZATION AND CONSENT OF OWNER

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

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

Print name of owner

Owner Signature

Date

Urban Renewal Incentive Program Application Checklist

Required for All Applicants

A. General Eligibility

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

B. Application Form & Core Materials

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

C. Required If Request Exceeds $100,000

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

D. Required If Request Includes Residential SDC Offset

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

E. Optional / Supporting Documents

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

Urban Renewal Incentive Program Application Checklist

Required for All Applicants

F. Staff Use Only

[ ] Application received date: 9/1/26

[ ] Intake complete: ☑ Yes ☐ No

[ ] Reviewed by: Jacob Anderson

[ ] Project eligible under guidelines: ☑ Yes ☐ No

[ ] Requires Board Review (> $50K): ☐ Yes ☑ No

URBAN RENEWAL INCENTIVE PROGRAM GRANT AGREEMENT

This INCENTIVE PROGRAM GRANT AGREEMENT (**Grant Agreement**) is entered by and between The Dalles Urban Renewal Agency, an urban renewal agency duly formed and operating under the provisions of ORS Chapter 457 (**Agency**) and Giamei Properties, an Oregon Limited Liability Company (**Grantee**), for the project located at 210 Washington Street (**Property**) in The Dalles, Oregon.

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

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

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

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

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

Grant Title	**210 Washington – Phase One**
Funding Purpose	Grant funds are to be used for eligible expenses at the project site, including insulation and vapor barrier in the crawl space. (**Project**)
Grantee Project Manager	Tom Giamei Tag8373@gmail.com 1707 Lincoln Way, The Dalles, OR 97058
Maximum Grant Amount	
Commercial Redevelopment Grant	$3,426
Residential SDC Surety	$0
Required Grantee Matching Investment	$3,426
Total Project Budget	$6,852

1. **GRANT AWARD**: Agency agrees to contribute funds to be applied toward a portion of the costs of the Project set forth in the Project scope up to **three thousand dollars four hundred twenty six ($3,426)** (**Grant Funds**). Grantee agrees to use Grant Funds solely for the purposes of construction of the improvements at **210 Washington Street**, agrees to contribute the *Required Grantee Matching Investment* to the Project if required consistent with Section 2, and promises to fully perform and complete the Project set forth herein.

2. **REQUIRED GRANTEE MATCHING INVESTMENT**: For Commercial Redevelopment Grants, Grantee agrees to match Agency's award of Grant Funds pursuant to this Section 2 (**Required Grantee Matching Investment**). Projects awarded Grant Funds for *Commercial Projects* require Grantee to match at least fifty (50%) percent of the total Project cost. Projects awarded Grant Funds for *Mixed-Use Projects* (i.e., those Projects that create at least 1 new housing unit) require Grantee to match at least (40%) forty percent of the total Project cost. In all cases, the Agency agrees Grantee may use public funding secured from state, federal, or other public entities for its match obligations if **(a)** such public funding does not exceed eighty (80%) percent of the total Project cost and **(b)** no such public funding is from the City of The Dalles (**City**).

3. **SPECIAL CONDITIONS OF AWARD**: None

4. **TERM OF AGREEMENT**: This Grant Agreement is effective when mutually executed (**Effective Date**). Except as otherwise set forth herein, the terms and conditions of this Grant Agreement shall expire without payment to Grantee if the proposed improvements are not complete within **one hundred eighty (180) days from the date** signed by the Grantee, unless extended by Agency at its sole discretion.

5. **DISBURSEMENT ON REIMBURSEMENT BASIS**: Grant Funds may only be used for costs incurred **(a)** after the Grant is awarded and **(b)** the Grant Agreement and any other security interests are executed by Agency and Grantee; any costs incurred prior to meeting the aforementioned criteria are ineligible for reimbursement. Agency agrees to disburse Grant Funds on a reimbursement basis in one lump sum or installments. Grantee agrees it is responsible for timely submitting to Agency all actual receipts and other verifications of any eligible expenses.

   (a) <u>Commercial Redevelopment Grants</u>

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

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

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

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

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

Conditions: Pre-Construction

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

1. **COMMITMENT ACCEPTANCE**: This commitment must be accepted by signing below and returning a copy to Agency no later than **October 3, 2025**: Agency's offer will expire without further notice if Grantee does not accept the commitment by this date.
2. **AUTHORIZATION**: If Grantee is not the Property's legal owner of record for tax purposes (**Owner**), Grantee must provide Agency with written and executed evidence of Owner's authorization to **(a)** enjoy the privileges of and be bound by Grantee's obligations to this Grant Agreement and **(b)** carry out the permanent improvements covered under this Grant Agreement.
3. **SCOPE OF WORK/WORK DESCRIPTION**: Grantee must provide a complete description of the proposed work, architectural drawings, and specifications, as appropriate. Agency reserves the right to reject Grantee's proposed scope of work if it does not meet the intent of the Grant Award or improvements allowed under The Dalles Urban Renewal Plan.
4. **OTHER APPROVALS**: Grantee must obtain all necessary regulatory approvals (e.g., development review, building permits, and/or approval from the State Historic Preservation

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

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

Other Conditions

1. **15-YEAR RESTRICTION ON PROPERTY TAX ABATEMENTS OR CREDITS**: Grantee agrees not to pursue on the Property any tax abatements reducing its assessed market value (including, without limitation, tax credits, property-related subsidies, abatements tied to non-profit status of the Property's users, and any other tax exemptions) (collectively, **Abatements**) for fifteen (15) years from the date of Agency's first disbursement (**Restricted Period**); provided, however, Grantee may avail themselves of tax abatements or subsidies through The Dalles Vertical Housing Zone and any other Abatements specifically authorized by the Agency Board. In all cases, the Parties agree Agency has no obligation to release any Grant Funds contemplated by this Agreement to any entity until Grantee duly executes and delivers to Agency that certain *Declaration* (which includes a *Tax Abatement Covenant*), attached to and made part of this Agreement as **Exhibit A**, a copy of which Grantee agrees Agency may record in the Wasco County Official Records after Agency's Payment and at Grantee's sole expense.

2. **INELIGIBLE IMPROVEMENTS**: Grant Funds must be applied toward permanent and physical improvements or design or engineering work leading to permanent and physical improvements. Work not requiring a building permit and not improving the Property's value is an indicator of ineligibility. Examples of expenditures ineligible for Grant Funding include general cleaning and maintenance, replacement of building materials, equipment or property acquisition, financing costs or debt, and other similar operating expenses.

3. **INVESTMENT READINESS**: Agency may request a title report on the property for the City Attorney's review and at Grantee's sole expense (if any). Without limitation, Agency may deny Grant Funds based on the title report and/or the number of liens on the Property. Grant recipients are required to complete a W-9 form as a vendor of the City/Agency and are fully responsible for all taxes associated with the Grant.

4. **PROJECT ACCESS AND ACKNOWLEDGEMENT**: Grantee shall allow Agency to conduct a final site visit to verify the Project has been fully and appropriately implemented as approved for Grant Funds by Agency. Grantee agrees to periodically allow Agency or the City to tour/showcase the Project upon request, including photographs and publicity containing incidental non-commercial usage of Grantee's trademarked or copyrighted

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

5. **FUTURE ALTERATIONS OR IMPROVEMENTS**: All improvements shall be maintained for the reasonable life of the improvements. Grantee agrees to make no future alterations to the Project improvements other than routine maintenance without Agency's written approval for a period of fifteen (15) years.

6. **RECAPTURE**: Agency shall pursue the recapture of Grant Funds in cases where Agency determines **(a)** Grantee has willfully and intentionally violated the terms of this Grant Agreement or **(b)** despite Grantee's good faith efforts, the amount of actual capital investment deviates to such an extent from the initially agreed upon terms as to be materially inconsistent with the substance of this Grant Agreement.

7. **LIABILITY AND INDEMNITY**: Grantee is an independent contractor and assumes full responsibility for the performance of the work and completion of the Project scope, including Grantee's and its contractor's labor, and assumes full responsibility and liability for bodily injury or physical damage to person or property arising out of or related to this Grant Agreement. To the maximum extent allowed under the Oregon Constitution and Oregon Tort Claims Act, Grantee agrees to indemnify and defend Agency and hold Agency, its agents, officials, and employees harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with this Grant Agreement; provided, however, in no event shall Grantee indemnify against Agency's sole negligence. Grantee is solely responsible for paying Grantee's contractor, subcontractors, suppliers and employees. There shall be no contractual relationship between any contractor, supplier, or employee and Agency, and nothing in this Grant Agreement shall create any such relationship. Grantee expressly agrees Agency's liability under this Agreement shall be limited to the amount of the Grant Funds.

8. **INSURANCE**: Grantee has or will obtain the following policies of insurance coverage:
    - *Commercial General Liability Insurance*, written on an occurrence basis with limits not less than $1,000,000.00 per occurrence;
    - *Automobile Insurance,* with coverage for bodily injury and property damage and with limits not less than Oregon statutory minimums;
    - *Property Insurance* covering the property; and
    - if applicable, *Workers' Compensation Insurance* meeting Oregon statutory requirements including Employer's Liability with limits not less than $500,000.00 per accident or disease.

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

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

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

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

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

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

14. **BREACH OF THE AGREEMENT - DEFAULT**: A default shall occur if Grantee breaches any material provision of this Grant Agreement, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Grantee receives written notice from Agency specifying the breach. Failure of Grantee to act diligently and in good faith to satisfy conditions over which it has control or influence is a breach. In the case of a breach which cannot with due diligence be cured within a period of thirty (30) days, a default shall occur if Grantee does not commence the cure of the breach within thirty (30) days after Grantee receives written notice from Agency and thereafter diligently prosecute to completion such cure.

15. **ACCESS TO RECORDS**: Agency shall have access to the books, documents, papers, and records of Grantee directly related to this Grant Agreement, the Grant Funds provided hereunder, or the Project scope for the purpose of making audits and examinations. Grantee shall retain and keep accessible all books, documents, papers, and records directly related to this Grant Agreement, the Grant Funds, or the Project for a minimum of three (3) years, or such longer period as may be required by other provisions of this Grant Agreement or applicable law, following termination or expiration of this Grant Agreement. If Agency has unresolved audit questions at the end of the three (3) year period, Grantee shall retain the records until the questions are reasonably resolved. Grantee shall document the expenditure of all Grant Funds disbursed by Agency under this Grant Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit Agency to verify how the Grant Funds were expended.

16. **CERTIFICATION**: Grantee agrees to maintain such documentation and information necessary to demonstrate the Project satisfies and continues to satisfy the eligibility requirements identified in the Program Guidelines. Grantee agrees to certify to Agency, in form and content satisfactory to Agency, the Project meets the eligibility requirements upon transfer, including any sale, conveyance, exchange, gift, lease (excepting a tenant lease in the ordinary course), encumbrance, and/or foreclosure of an encumbrance, regardless of whether occurring voluntarily or involuntarily, by operation of law, or because of any act or occurrence of the Project and on or before January 1 of each year during the Restricted Period.

17. **TIME OF THE ESSENCE**: Grantee and Agency hereby acknowledge and agree time is of the essence with respect to every term, condition, obligation, and provision herein.

18. **COMPLIANCE WITH LAWS**: Grantee agrees it shall use the Property solely for lawful purposes. Grantee and Grantee's agents shall obtain all necessary permits and comply with all applicable laws in the construction and operation of the Project.

19. **NO OTHER AGREEMENTS**: This Grant Agreement and attachments hereto represent the entire and integrated Agreement between Agency and Grantee and supersede all prior negotiations, representations, or agreements, whether verbal or in writing. This Grant Agreement may be amended only by written instrument signed by both Agency and Grantee. Oregon law shall govern the construction and interpretation of this Grant Agreement. Any disputes arising from or connected with this Grant Agreement shall be filed in the Circuit Court of the State of Oregon for Wasco County.

IN WITNESS WHEREOF, the Parties duly execute this **INCENTIVE PROGRAM GRANT AGREEMENT** this 29 day of September, 2025.

COLUMBIA GATEWAY URBAN RENEWAL AGENCY **GRANTEE**

Joshua Chandler, Agency Manager

Thomas Giamei, Managing Member

APPROVED AS TO FORM:

Jonathan Kara, City Attorney

RESOLUTION NO. 26-004

A RESOLUTION RATIFYING THE PHASE I INCENTIVE PROGRAM GRANT AWARD AND AGREEMENT AND APPROVING A PHASE II GRANT TO GIAMEI PROPERTIES FOR 210 WASHINGTON STREET

WHEREAS, the Columbia Gateway Urban Renewal Agency (**Agency**) administers the Urban Renewal Incentive Program (**Program**) to support rehabilitation consistent with the Columbia Gateway/Downtown Urban Renewal Plan;

WHEREAS, the Agency entered into the "210 Washington – Phase One" Incentive Program Grant Agreement with Giamei Properties on September 29, 2025, providing up to $3,426 for insulation and a vapor barrier, a copy of which is attached as **Exhibit A**;

WHEREAS, the Phase I award was within the Agency's authority to fund qualifying rehabilitation projects, but the award was approved administratively when the Incentive Program Guidelines then in effect required Agency Board approval;

WHEREAS, Oregon law permits a public body to ratify an agreement entered on its behalf without complete authorization when the public body had authority to approve the transaction originally;

WHEREAS, a separate Phase II grant of $9,730 is proposed for HVAC and associated electrical improvements, with an equal $9,730 Grantee match, under the agreement attached as **Exhibit B**; and

WHEREAS, the Agency Board desires to ratify the original Phase I award and Agency execution of that agreement and approve the separate Phase II grant.

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

1. Phase I Ratification. The Board finds that it had authority to approve the Phase I award when originally made and ratifies the original award of up to $3,426 and the Agency's execution of the agreement attached as **Exhibit A**. This ratification cures the missing Board authorization; it does not create a new award, increase the grant amount, waive any other Program or agreement requirement, or release continuing obligations or security. Any amounts previously disbursed count toward the $3,426 maximum, and any unpaid balance remains subject to the original agreement and available appropriations.

2. Phase II Approval. The Board approves a separate Phase II grant of up to $9,730 to Giamei Properties, subject to available appropriations. The Agency Manager is authorized to execute the Phase II agreement substantially in the form attached as **Exhibit B** and related Program Documents, and to administer the grant consistent with the agreement and Program Guidelines.

3. Effective Date. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED THIS 15TH DAY OF SEPTEMBER, 2026,

Voting **Yes**	Board Members:	_____
Voting **No**	Board Members:	_____
Abstaining	Board Members:	_____
Absent	Board Members:	_____

AND APPROVED BY THE BOARD CHAIR THIS 15TH DAY OF SEPTEMBER, 2026.

APPROVED: *ATTEST*:

_____ _____

Dan Richardson, Chair

Crystal Sayre, Administrative Assistant
Community Development Department

Exhibit A – Executed Phase **I** Grant Agreement (September 29, 2025)
Exhibit B – Phase II Grant Agreement

AGENDA STAFF REPORT
AGENDA LOCATION: 7.B.

MEETING DATE: September 15, 2026

TO: Chair and Members of the Urban Renewal Agency Board

FROM: Jacob Anderson
Economic Development Officer

ISSUE: Resolution No. 26-005, a Resolution Amending the Columbia Gateway Urban Renewal Agency Incentive Program Guidelines

BACKGROUND

The Urban Renewal Incentive Program (Program) was most recently amended in May 2025 to update eligibility requirements, funding limits, and the administrative review process.

Under the current Guidelines, applications requesting $50,000 or less may be reviewed and approved by the Agency Manager. Applications requesting more than $50,000 require Agency Board approval. The Guidelines further provide that when an Applicant's or Project's cumulative total Program support exceeds $50,000, all subsequent support requires Agency Board approval.

In reviewing a pending Application, Staff identified a mismatch between the Agency's historical property-based administration of the cumulative $50,000 threshold and the May 2025 Guidelines, which apply that threshold to an Applicant or Project. Under the current language, an Applicant that has previously exceeded $50,000 in Program support must receive Board approval for later grants, even when the new Application concerns a separate property and would otherwise qualify for administrative review.

Staff recommends amending the Guidelines so the cumulative $50,000 threshold is tied to the property receiving the investment rather than the individual or entity that owns the property. This better aligns the review threshold with the Agency's investment in each property and allows property owners with multiple properties to access the Program under the same administrative review process as other applicants.

The proposed amendment would revise the applicable provision to read:

"When a Property's cumulative total Program support (including the proposed award or

increase) would exceed $50,000, that award or increase requires Agency Board approval."

Applications requesting more than $50,000 would continue to require Agency Board approval. The existing $300,000 maximum Program support per property would also remain unchanged. The proposed amendment would operate prospectively and would not amend existing agreements or retroactively approve prior awards. Staff will separately review any prior administrative awards potentially affected by the May 2025 language and present a specific corrective action to the Board where appropriate.

The revised threshold would apply to award and increase decisions made on or after September 16, 2026, including pending applications. It would not amend existing agreements or ratify earlier awards.

BOARD ALTERNATIVES

1. **Staff Recommendation**: ***Move to adopt URA Resolution No. 26-005, a resolution amending the Urban Renewal Incentive Program Guidelines, effective September 16, 2026, as presented***.
2. Make modifications then move to adopt URA Resolution No. 26-005, a resolution amending the Urban Renewal Incentive Program Guidelines, effective September 16, 2026, as modified.
3. Decline formal action and provide Staff additional direction.

Attachments

- **Attachment 1** – Resolution 26-005 IP amendments
- **Attachment 2** – Proposed Urban Renewal Incentive Program Guidelines

RESOLUTION NO. 26-005

A RESOLUTION AMENDING THE COLUMBIA GATEWAY URBAN RENEWAL AGENCY INCENTIVE PROGRAM GUIDELINES (EFFECTIVE September 16, 2026)

WHEREAS, ORS 457.170(1) and (6), ORS 456.120(5), and ORS 456.135 authorize the Agency to administer a voluntary rehabilitation program, adopt rules, and delegate program responsibilities consistent with an approved urban renewal plan;

WHEREAS, in 2022, the Agency introduced the Urban Renewal Incentive Program (**Program**) to incent redevelopment of the Urban Renewal Area consistent with ORS 457.180 and adopted the Urban Renewal Incentive Program Guidelines (**Guidelines**) to regulate the Program's administration;

WHEREAS, the Guidelines were updated by the Agency in Resolution No. 25-003 in May 2025;

WHEREAS, the Guidelines establish the administrative framework for Agency review of applications submitted for projects potentially eligible to receive Program funding and the terms and conditions under which applicants may apply for and receive Program funding for qualified projects; and

WHEREAS, the Agency now desires to amend, replace, and supersede the Guidelines to make the cumulative $50,000 approval threshold property-specific, effective September 16, 2026.

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

1. Amended Guidelines Adopted. The Urban Renewal Incentive Program Guidelines (*Effective September 16, 2026*) attached to and made part of this Resolution as **Exhibit A** are hereby approved and adopted as the Agency's regulations concerning Program funding for the repair, rehabilitation, demolition, and removal of buildings and improvements.

2. Previous Regulations Replaced. This Resolution replaces the previous Incentive Program Guidelines only. The revised approval threshold applies to awards and increases approved on or after September 16, 2026, including pending Applications. Previous approval requirements remain applicable to awards made before that date. This Resolution does not amend existing agreements or ratify previous awards.

3. Amendments Applied. The Agency Manager shall apply all changes implemented by **Exhibit A** to all relevant aspects of the Program and its administration, including the Program's application and form grant agreement. The Agency Manager shall maintain

cumulative Program award records by Property and periodically report administrative awards to the Agency Board. The Agency Manager may execute Program Documents for awards within the Administrator's approval authority under **Exhibit A**.

4. Effective Date. This Resolution shall be effective September 16, 2026.

PASSED AND ADOPTED THIS 15TH DAY OF September, 2026,

Voting **Yes**	Board Members:	_____
Voting **No**	Board Members:	_____
Abstaining	Board Members:	_____
Absent	Board Members:	_____

AND APPROVED BY THE CHAIR OF THE BOARD THIS 15TH DAY OF SEPTEMBER, 2026.

APPROVED: *ATTEST*:

_____ _____

Dan Richardson, Chair Crystal Sayre, CDD Administrative Assistant

Urban Renewal Incentive Program
GUIDELINES

The Columbia Gateway Urban Renewal Incentive Program (**Program**) was created to provide funding for building and property owners for the purposes of improving, rehabilitating, and/or developing eligible properties located within the Gateway/Downtown Urban Renewal Area (**Area**). The Agency aims to incent redevelopment of unused and underused land and buildings to meet the goals of the Columbia Gateway/Downtown Urban Renewal Plan (**Plan**), including investments that increase property values, place underused properties into productive condition, remove blight, and bring new opportunities for business and residential growth to the area.

Program Overview

The Incentive Program includes two funding tools based to support redevelopment in the Gateway/Downtown Urban Renewal Area:

1. ***Commercial Redevelopment Grant***

Grants of up to **$300,000** are available to support eligible *commercial* and *mixed-use* Projects:

- *Commercial Projects* require a **50% match** (50% Agency share, 50% Recipient share).
- *Mixed-use Projects* (i.e., Projects that include the addition of at least one new residential unit) require a **40% match** (60% Agency share, 40% Recipient share).

2. ***Residential System Development Charge (SDC) Surety***

To further incent needed residential development within the Area, the Program offers an SDC surety of up to **$10,000 per new residential unit**.

- The Agency will contribute towards an eligible development's SDCs imposed by local agencies by paying those agencies directly on a Recipient's behalf.
- Payments will be issued upon an issuance of a building permit for the Project and the Agency's confirmation the Recipient has secured full Project funding.
- The surety is limited to actual SDCs imposed or $10,000 per new residential unit (whichever less).
- This funding tool is available both **independently** and in conjunction with a **Commercial Redevelopment Grant**.

Minimum Requirements

To be eligible for Program support:

1. the subject real property (**Property**) must be located within the Area;

2. the Applicant must be the Property's current owner or must obtain the owner's prior written consent on the Application;

3. the Applicant must not be delinquent on any City of The Dalles (**City**) accounts (e.g., utility accounts, liens, etc.) and the Property's property taxes must be paid in full at the time of Application submission and all fund disbursements. If the Applicant is not the Property's current owner, both the Applicant and the owner must not be delinquent on any City accounts and be current on all of their property taxes for all owned properties in Wasco County;

4. the Property must not be subject to any tax abatements reducing its assessed market value (including tax credits, property-related subsidies, or any other tax exemption); provided, however, the Property may receive tax abatement or subsidies from The Dalles Vertical Housing Development Zone or any other abatement specifically authorized by the Agency Board without impacting its eligibility under this Program;

5. the Project must be an *Eligible Project* meeting and seeking to advance Plan goals and objectives; and

6. the Applicant must timely apply for Program support on the Agency's current Program Application and in such manner as the Agency Manager (**Administrator**) may prescribe.

Eligibility

To be an **Eligible Project** under this Program, a Project must tend to an Agency priority by involving:

- development of new residential units;

- restoration, reuse, or upgrades to historically listed buildings, including adapting historic or culturally significant existing buildings in the Area to new uses. *Note*: Such improvements must first receive Historic Landmarks Commission approval prior to Application submission;

- temperature or ventilation system upgrades as part of a larger Project (e.g., HVAC); provided, however, *like-for-like* replacements are ineligible;

- interior and exterior infrastructure upgrades (e.g., plumbing, mechanical, electrical, sidewalk, drive-approaches, etc.);

- parking lot improvements;

- permanent improvements for upper floors of existing Area buildings to make the space usable (if not currently in use);

- demolition in conjunction with redevelopment of blighted properties;

- safety and accessibility improvements (e.g., ADA access improvements, elevator installation, architectural lighting, seismic reinforcement systems, etc.);

- fire suppression systems included as part of a larger renovation Project. *Note*: Such systems may account for up to 75% of total Project cost;

- roof repairs or replacements as part of a larger renovation Project. *Note*: Up to $25,000 per structure;

- flooring removal where required for hazardous material (e.g., asbestos) abatement purposes;

- façade improvements, as follows: exterior storefront or other façade improvements on a building primarily used for commercial purposes located in the Area for which an Applicant requests funds, including: (i) restoration of masonry, brickwork, and/or wood and metal cladding; (ii) installation of new or replacement of existing replacement and/or repair of architectural features; (iii) installation of new or replacement of existing awnings; (iv) installation of new or replacement of existing exterior lighting; (v) installation of new or replacement of existing gutters and downspouts; (vi) installation of new or replacement of existing windows; (vii) entranceway modification and/or implementation of safety features; (viii) structural support for façade only; (ix) new construction for façade treatments; (x) painting of exterior walls when repairs to siding are made or part of new construction of the façade; and/or (xi) construction and installation of bike racks;

- design or engineering work. *Note*: Only if the Applicant demonstrates full Project funding and commitment to construct at the time of Grant approval; and

- other permanent improvements and redevelopment aligned with Area and Agency goals, as approved by the Administrator or Agency Board (as applicable), unless listed as an *Ineligible Project*.

Examples of **Ineligible Projects** (i.e., Projects or expenses that will *not* be supported by this Program) include:

- projects that have already started or been completed prior to grant award;

- general cleaning, maintenance, repairs, and replacement;

- real property acquisition;

- fire suppression systems for existing unchanged uses;

- flooring removal not associated with hazardous material (e.g., asbestos) abatement;

- flooring installation
- equipment purchases (e.g. appliances, furniture, etc.);
- financing costs, interest payments, or general operating expenses;
- interior electrical and plumbing fixtures;
- standalone painting Projects, unless part of qualified façade improvements;
- landscaping, unless tied to building function as part of permanent site improvements;
- security system installation or upgrades; and
- other temporary, removable, or non-permanent improvements not aligned with Area and Agency goals, as determined by the Administrator or Agency Board (as applicable).

Application and Approval Process

All Applicants are encouraged to contact Agency Staff to discuss Project overview, assess eligibility, and funding availability. The general Application and review process comprises:

Step 1. **Application Submission**. Complete and submit an Application (available on the Agency's webpage). Each Application must include:

(a) Application date and the Applicant's name, address, contact information, and signature of the Applicant's authorized representative;

(b) Project narrative, plans, and specifications;

(c) Project schedule;

(d) Project budget, including identification of the amount of funds requested and the purpose(s) for which the funds will be used. The Project budget must detail the revenues and expenses for the total cost of the proposed Project, including both requested funds and other revenue sources (i.e., non-program funds) and include quotes for Eligible Expenses. The budget must not include costs incurred prior to Application submission and/or costs for the Application's preparation, development, and/or submittal;

(e) information concerning the Property, including ownership information and legal description;

(f) title report to determine the extent of any existing liens or other encumbrances impacting the Property;

(g) certification the Applicant will comply with the provisions of these Guidelines and all other documents relating to the Program (**Program Documents**) and will, promptly after notification of an award of Program funds, execute and deliver the Program Documents to the Agency in form and substance acceptable to Agency;

(h) for all Projects seeking $100,000 or greater in Program support, a *Public Benefit Statement*;

(i) current property tax information for the Property; and

(j) all other information and/or documentation the Administrator deems necessary or appropriate to enable Agency to review the Application and determine eligibility for Program support.

Step 2. **Preliminary Review**. Each Application will be reviewed by the Administrator in order of receipt. The Administrator will complete a preliminary review of each Application and conduct whatever investigation the Administrator deems necessary or appropriate to determine whether the Application is complete, the statements made therein are true and accurate, and compliance with these Guidelines. If, after a preliminary review, the Administrator determines the Application does not include all required documentation and/or information, the Administrator will return the Application and notice the Applicant in writing of the deficiencies. Subject to the terms and conditions contained in these Guidelines, if the Administrator determines the Application is complete, the Administrator will either (i) review the Application in accordance with **Step 3(a)** or (ii) submit the Application to the Agency Board for review and evaluation (along with the Administrator's recommendation) in accordance with **Step 3(b)**.

Step 3. **Review Type*.***

(a) *Small Projects – Administrator Review*. Applications deemed complete by the Administrator and requesting **$50,000.00 or less** will be reviewed and evaluated by the Administrator. The Administrator will determine whether to approve the Application and award Program funds or deny the Application. The Administrator may approve, approve with conditions, or deny an Application. Notwithstanding anything contained in these Guidelines to the contrary, the Administrator may not award Program funds in an amount exceeding $50,000.00 under any Application. When a Property's cumulative total Program support (including the proposed award or increase) would exceed $50,000, that award or increase requires Agency Board approval. The cumulative total includes all Program awards for that Property, regardless of Applicant, ownership, or Project phase, less any undisbursed amounts cancelled or reduced in writing.

(b) *Large Projects – Agency Board Review*. Applications deemed complete by the Administrator and requesting **more than $50,000.00**, or otherwise requiring Agency Board approval under Step 3(a), will be reviewed and evaluated by the Agency Board. The Agency Board will determine whether to approve the Application and award Program funds or deny the Application. The Agency Board may request additional documentation and/or information to render a decision on any Application. The Agency Board may approve, approve with conditions, or deny an Application.

Step 4. **Evaluation**. Applications (and the amount of funds provided) will be evaluated based on criteria established by the Administrator or Agency Board from time to time, including the following:

(a) Eligible Expenses. Each Application will identify the specific expenses for which Program funds are sought and will be used. Priority may be given to certain types of expenses, including requests for Program funds to assist with land use fees, building permit fees, material and supply expenses, and such other fees, costs, and expenses concerning Project development and construction.

(b) Housing. For purposes of *Commercial* and *Mixed-Use* Projects, the Agency may consider the type of housing to be constructed, including whether there exists a shortage of certain types of housing (e.g., multi-family housing, etc.) within the Area, the percentage of units contained within the subject Project to be offered as affordable, or whether the Project addresses Agency's housing needs as identified in Agency's or City's housing needs analysis or then-current housing goals.

(c) Applicant and Project History. The Agency may consider whether the Applicant or Project has previously received Program support and the Applicant's compliance with or Project's conformance to the provisions of these Guidelines.

(d) Public Participation. The Agency may review certain Applications in a public Agency Board meeting. The Agency may provide weight to the public's recommendations concerning any Application or Project.

(e) Funding Priorities. The Agency may provide preference to Projects addressing more than one Agency priority (*See* **Eligible Projects**).

Step 5. **Decision**. The Administrator or Agency Board (as the case may be) will issue a letter to the Applicant noticing them of their Application review determination. If an Application is denied (in whole or in part), the letter will identify the basis for that denial. In connection with the Administrator's or Agency Board's Application review process, the Administrator and Agency Board will act reasonably, in compliance with all applicable federal, state, and local laws, regulations, and ordinances, and in a manner the Administrator and Agency Board reasonably believe in Agency's best interests. The decision of the Administrator and Agency Board on any given Application will neither set any precedent nor bind future decisions of the Agency.

Funding

1. **Annual Appropriation.** Available Program funds will be determined and subject to appropriation each fiscal year by resolution of the Agency Board. The amount of financial assistance available to the Program may be increased or decreased at any time by Agency Board resolution. The Agency Board may limit or elect not to provide funding for the Program in any fiscal year. If Program fund requests exceed available Program funding, the Administrator and/or Agency Board will determine Program participation based on what the Administrator and/or Agency Board determines to be in Agency's best interests. Financial assistance under the Program will be based on availability of funds at the time of Application submission and, if applicable, any subsequent fiscal year(s). Notwithstanding anything contained in these Guidelines to the contrary, Agency is not be obligated to provide Program funding if sufficient funding is not then available. The Agency may prioritize Applications when total requests exceed Program funding availability.

2. **Grant Funding.** Subject to the provisions of these Guidelines, Agency may grant Program funds to an Applicant for an Eligible Project in an amount requested in the Applicant's Application. Program funds must be used for Eligible Expenses concerning Eligible Projects and for no other purposes. Notwithstanding anything contained in these Guidelines to the contrary, Agency may grant less than the fund amount requested in the subject Application if Agency deems necessary or appropriate. Agency may condition any grant award on, among other things Agency deems necessary or appropriate, the Applicant contributing matching funds or resources toward the Eligible Project.

3. **Grant Disbursements.** Notwithstanding anything contained in these Guidelines to the contrary, grant funds will be disbursed for Eligible Expenses incurred for Eligible Projects: (i) after the award is granted and approved by the Administrator or Agency Board, as applicable and (ii) all Program Documents identified in these Guidelines are fully executed in form and content acceptable to Agency. Grant funds may be disbursed on a reimbursement basis in one lump sum or installments. The Recipient is responsible for timely submitting to Agency actual receipts and verification of the Recipient's Eligible Expenses.

   Recipients receiving Program support may request the Agency consider a disbursement prior to Project completion to cover a portion of Recipient's mandatory or cost-prohibitive down-payment or up-front costs relating to the Project's approved construction expenses (**Necessary Funds**). Recipients must attach an executed agreement between Recipient and their contractor certifying and justifying why Necessary Funds are required before contractor's necessary performance, in which case the Agency, in its sole discretion, may elect to (a) provide a disbursement covering up to one-half of Recipient's Necessary Funds and (b) conditioning that disbursement on Recipient's execution of any appropriate Security Documents (i.e., trust deeds or liens) to protect the Agency's investment and ensure public resources are secured to the maximum extent feasible.

4. **Matching Fund Requirements.** Public funding from state, federal, or non-City local sources may count toward the Program's matching fund requirements if no more than **80%** of the total Project cost is derived from public funds. City of The Dalles funding sources may not be used toward meeting the match requirement. In addition to all other eligibility requirements and/or conditions identified under these Guidelines, an Applicant must demonstrate the ability to meet fund-matching requirements to be eligible for Program funds:

   - *Commercial Projects* require a **50% match** (50% Agency share, 50% Recipient share)

   - *Mixed-use Projects* (i.e., Projects that include the addition of at least one new housing unit) require a **40% match** (60% Agency share, 40% Recipient share)

5. **Funding Limits per Property.** Notwithstanding any other provision of these Guidelines, no Property is eligible to receive more than $300,000 in Program support—Projects requesting support beyond that amount must coordinate entering a *Development Funding Agreement* with the Agency by contacting the Administrator to discuss eligibility, Project requirements, and additional Application procedures.

Program Participation Requirements

1. **Investment Readiness.** Agency may request a title report on the Property subject to City Attorney review. Agency may deny Grant funding based on the title report and/or the number of liens on the

property. Grant recipients are required to complete a Form W-9 as a vendor of the City/Agency and are fully responsible for all taxes associated with the Grant.

2. **Restriction Period.** As a condition to receiving Program funds, Projects must continue to satisfy the eligibility requirements contained in these Guidelines, including continuing to be an Eligible Project for a period of 15 years, commencing on the date the final disbursement of Program funds occurs (**Restricted Period**).

3. **Program Documents.** In addition to any other conditions identified under these Guidelines, an Applicant must enter into and sign all then-applicable Program Documents as a condition to receiving any Program funds. Program Documents will contain terms and conditions acceptable to Agency, including: (i) disbursement procedures; (ii) conditions to disbursement of Program funds; (iii) timeframe within which funds must be expended; and (iv) Security Documents, including restrictive covenants and conditions (including deed restrictions) Agency determines necessary or appropriate to ensure the continued eligibility of the Eligible Project in accordance with these Guidelines. Program Documents will contain terms and conditions Agency determines necessary or appropriate. The Recipient must timely pay and perform all Recipient obligations under the Program Documents.

4. **Security.** If Agency deems necessary or appropriate, a Recipient's obligations to Agency under the Program Documents may be secured and/or evidenced by such trust deeds, security agreements, assignments, Uniform Commercial Code financing statements, certificates of title, subordination agreements, guaranties, and all other documents and/or instruments Agency may request and/or require from time to time (in form and substance acceptable to Agency) to grant, preserve, protect, perfect, and ensure the Recipient's performance of its obligations under the Program Documents (**Security Documents**).

5. **Certification.** During the Restricted Period, the Recipient will maintain such documentation and information necessary to demonstrate the subject Project satisfies and continues to satisfy the eligibility requirements identified under these Guidelines. For all Projects, the Recipient will certify to Agency, in form and content satisfactory to Agency, the Project meets the eligibility requirements upon transfer, including any sale, conveyance, exchange, gift, lease (excepting a tenant lease in the ordinary course), encumbrance, and/or foreclosure of an encumbrance, regardless of whether occurring voluntarily or involuntarily, by operation of law, or because of any act or occurrence of the Project and on or before January 1 of each year during the Restricted Period.

6. **Property Tax Abatement and/or Credit Restriction.** Except in the case of certain developments abated or subsidized by The Dalles Vertical Housing Development Zone or otherwise as expressly authorized by the Agency Board, Projects pursuing Program funding upon real property subject to any tax abatements reducing its assessed market value (including, without limitation, tax credits, property-related subsidies, or any other tax exemption) are ineligible to receive Program funds, including Projects pursuing Low Income Housing Tax Credits and/or abatements relating to non-profit or other tax-exempt status occupancy. For all other types of Projects, properties funded with Program funds may not also receive such tax abatements reducing their assessed market value for the duration of the Restricted Period, and such receipt will result in immediate disqualification and repayment under these Guidelines.

7. **Project Completion and Final Report.** Recipient will complete (or cause to be completed) the Eligible Project expeditiously and in a timely and good workmanlike manner. The Eligible Project will be completed in compliance with all applicable federal, state, and local laws, regulations, and ordinances. Within 30 days after Project completion, the Recipient will provide a final report, in form and content acceptable to Agency, identifying Project expenditures, outcomes, and such other information requested by Agency to verify compliance with these Guidelines.

General Conditions

1. **Agency's Commitment.** Agency Staff are committed to facilitating high-quality reinvestments in the Area by providing customer service and partnership with the development community. We welcome inquiries and can offer information and insights on elements of a successful Application.

2. **Conflicts of Interest.** Applicants are required to disclose any actual or potential conflicts of interest their participation in the Program may create with Agency, City, Wasco County, Northern Wasco County Parks and Recreation District, Port of The Dalles, and Mid-Columbia Fire and Rescue District public officials. Such disclosure is required at the time of Application submission or when the conflict arises, whichever earlier.

3. **Required Compliance.** Projects must comply with any related property taxation and assessment laws and regulations and the City's zoning, design standards, land use and development ordinance, historic review (as applicable), and municipal code requirements.

4. **Disqualification.** If, during the Restricted Period, a Project ceases to qualify as an Eligible Project, the Recipient will repay either all or an amortized amount (in the Agency Board's sole discretion) Program funds disbursed to Recipient by Agency immediately upon Agency's demand, plus interest at the statutory interest rate on a judgment from the date of disbursement.

5. **Denial, Repayment, and Appeal.**

   (a) ***Grounds for Denial.*** Agency may deny an Application for Program funds due to: (i) the Application is incomplete and/or fails to meet the requirements under these Guidelines; (ii) fraud, misrepresentation, and/or false statement(s) contained in the Application, willful withholding of information, and/or incomplete disclosure concerning any matter required to be furnished in connection with the subject Application; (iii) failure to satisfy the eligibility requirements under these Guidelines, including disqualification; (iv) failure to comply with any applicable federal, state, and/or local laws, regulations, and/or ordinances, and/or any

agreement with Agency; or (v) any other reason determined by the Administrator or Agency Board as not reasonably in the Agency's interest to support.

(b) ***Remedies*****.** In addition to any other remedy available to Agency, Agency reserves the right to demand immediate repayment of all Program funds (or any portion thereof) disbursed if the Recipient violates the provisions of these Guidelines and/or any Program Documents. The remedies provided here are not exclusive and will not prevent Agency from exercising any other rights and/or remedies available. Agency will be entitled to collect from any Recipient violating and/or otherwise failing to comply with these Guidelines and/or Program Documents Agency's attorney fees and all other fees, costs, and expenses incurred by Agency to carry out these Guidelines.

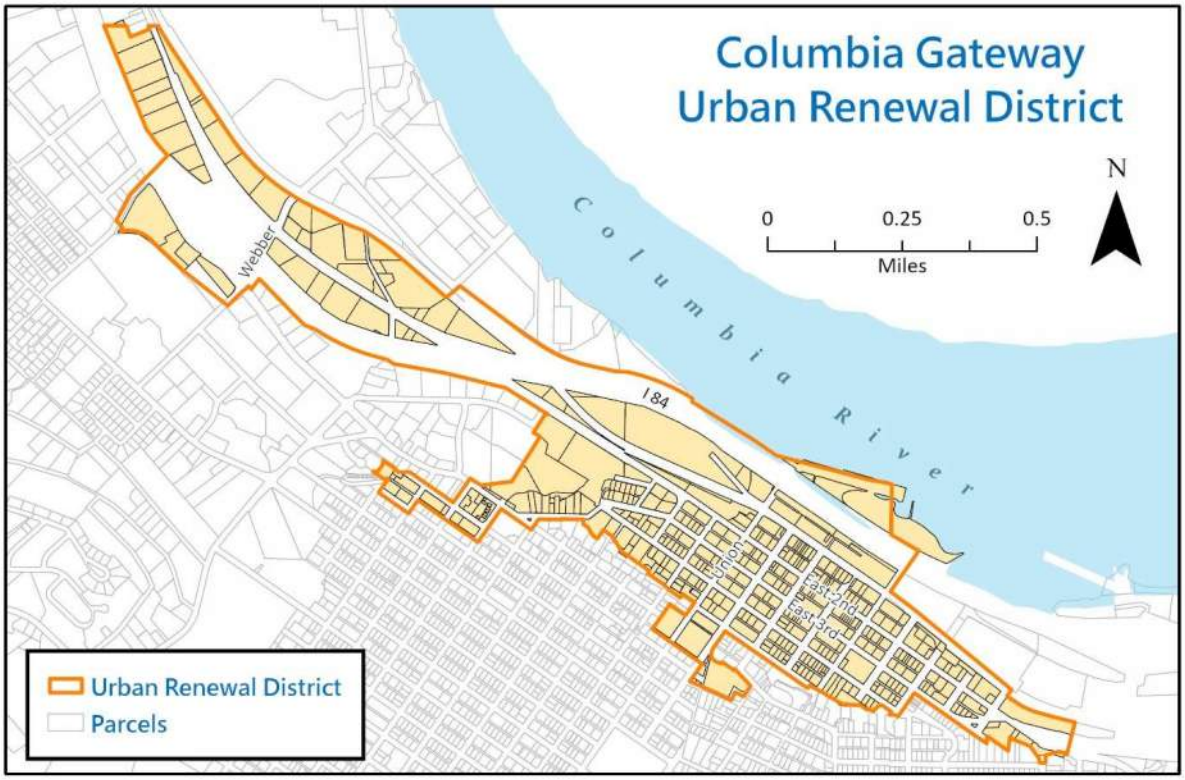
6. **Appeal.** Any Applicant may appeal to the Agency the Administrator's decision to deny grant funding if (i) the Application is deemed complete, (ii) the Administrator denies (in whole or in part) the requested grant funds, and (iii) the appeal is filed in writing with the Administrator within 10 days of the denial. The Administrator will submit the appeal to the Agency Board at its then-next regular meeting and the Agency Board will review the Application *de novo* but the Administrator will present a Staff Report with the basis for the Administrator's denial of the Application. The Agency Board's decision (on appeal or otherwise) is Agency's final decision.

7. **Interpretation.** All pronouns contained in this Resolution and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word *or* is not exclusive. The words *include*, *includes*, and *including* are not limiting. Any reference to the Plan, these Guidelines, or a particular law, statute, rule, regulation, code, or ordinance includes the law, statute, rule, regulation, code, or ordinance as now in force and hereafter amended. The Plan will control if a conflict between these Guidelines and the Plan occurs.

8. **Amendment, Severability, and Errors.** These Guidelines replace the previous Incentive Program Guidelines prospectively as provided in their adopting Resolution. The provisions of this Guidelines are severable. If any section, subsection, sentence, clause, and/or portion of these Guidelines is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (i) yield to a construction permitting enforcement to the maximum extent permitted by applicable law and (ii) not affect the validity, enforceability, and/or constitutionality of the remaining portion of these Guidelines. These Guidelines will be in full force and effect beginning September 16, 2026.

Area Map

Only properties within the Columbia Gateway/Downtown Urban Renewal Area are eligible for consideration.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