



# SANDY URBAN RENEWAL BOARD MEETING

Monday, May 18, 2026 at 8:00 PM  
Sandy City Hall and via Zoom

## AGENDA

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### TO ATTEND THE MEETING IN-PERSON:

Come to Sandy City Hall (lower parking lot entrance) - 39250 Pioneer Blvd., Sandy, OR 97055

### TO ATTEND THE MEETING ONLINE VIA ZOOM:

Please use this link: <https://us02web.zoom.us/j/86481900753>

Or by phone: (253) 215-8782; Meeting ID: 86481900753

### ROLL CALL

### APPROVAL OF MINUTES

1. [Approval of Minutes: November 3, 2025](#)

### CONSENT AGENDA

2. [Resolution 2026-15: Declaring the Intention to Collect Urban Renewal Tax Increment](#)
3. [Resolution 2026-16: Sandy Urban Renewal Plan Amendment](#)

### NEW BUSINESS

4. [Energize Sandy Grant Awards](#)

### REPORT FROM THE EXECUTIVE DIRECTOR

### ADJOURN

Americans with Disabilities Act Notice: Please contact Sandy City Hall, 39250 Pioneer Blvd. Sandy, OR 97055 (Phone: 503-668-5533) or (Email: [recorder@ci.sandy.or.us](mailto:recorder@ci.sandy.or.us)) at least 48 hours prior to the scheduled meeting time if you need an accommodation to observe and/or participate in this meeting.



# SANDY URBAN RENEWAL BOARD MEETING

Monday, November 03, 2025 at 6:00 PM  
Sandy City Hall and via Zoom

## MINUTES

### TO ATTEND THE MEETING IN-PERSON:

Come to Sandy City Hall (lower parking lot entrance) - 39250 Pioneer Blvd., Sandy, OR 97055

### TO ATTEND THE MEETING ONLINE VIA ZOOM:

Please use this link: <https://us02web.zoom.us/j/89357969814>

Or by phone: (253) 215-8782; Meeting ID: 89357969814

### ROLL CALL

#### PRESENT

- Chair Kathleen Walker
- Board Member Chris Mayton
- Board Member Laurie Smallwood
- Board Member Kristina Ramseyer
- Board Member Lindy Hanley
- Board Member Don Hokanson

#### ABSENT

- Board Member Rich Sheldon

### APPROVAL OF MINUTES

1. Approval of Minutes: June 16, 2025

#### MOTION: Adopt the June 16, 2025 minutes

Motion made by Board Member Mayton, Seconded by Board Member Ramseyer.

Voting Yea: Chair Walker, Board Member Mayton, Board Member Smallwood, Board Member Ramseyer, Board Member Hanley, Board Member Hokanson

#### MOTION CARRIED: 6-0

### NEW BUSINESS

2. Review of New Urban Renewal Financing Programs

The Executive Director summarized the staff report and provided context about the proposed financing programs, including the discussion and recommendations provided by the Economic Development Advisory Board at their recent meeting. Jon Legarza with Healthy Sustainable

Communities (HSC) was present to discuss the proposed programs, which were outlined in the meeting packet. He summarized the objectives and funding logistics of the proposed programs, including award thresholds and expected outcomes.

Board discussion ensued on the following topics:

- The frequency of application and funding cycles
- The concept of application windows and the administrative benefits thereof; concern about applicants missing application windows
- The opportunity to review the success of the programs after an initial period of time and then decide whether funding levels are appropriate; note that the funding levels proposed would run through the end of the current budget
- Clarification on lien procedures that would ensue in case of loan defaults; plans to examine balance sheets and income statements before loan approvals
- Concern about the name Sandy Ignite
- Discussion about the potential to use HSC as a third party administrator for underwriting purposes
  - Suggestion to gather quotes from other potential providers
  - Assurance from Mr. Legarza that they can accommodate the cost of analyzing loan applications within the scope of their current retainer
  - Assurance from the Executive Director that administrative overhead for processing payments and late notices can be accommodated by Finance staff
- Suggestion to ensure that owners of property are responsible for loan repayments, essentially as co-applicants, which will be important in the event a lien becomes necessary in the future
- Discussion of unveiling the new programs at a business appreciation event coordinated by HSC, which would include participants from regional partners offering funding opportunities and resources; discussion about advertising the event widely
- Suggestion to not place a limit on loan amounts to leave open the possibility of large meaningful investments; suggestion to leave the proposed limits in place and gauge the success of the program after a certain amount of time
- Caution about taking on loans that other lenders would rather avoid
- Desire to protect the urban renewal fund to ensure it remains available for emergencies
- Suggestion to communicate to prospective applicants that if they have a proposal that falls outside the exact terms of the program, they may still propose such an action for the Board's consideration
- Further clarification on the logistics of disbursing funds and the institution of controls to ensure the integrity of the programs

The Board expressed appreciation for the staff efforts to develop the proposed programs. They also provided direction to change the name and avoid the word 'ignite,' which people might associate with fire danger.

**MOTION: Authorize staff to begin implementing the urban renewal grant programs as outlined in the meeting packet, but change the name to "Energize Growth"**

Motion made by Board Member Hanley, Seconded by Board Member Hokanson.

Voting Yea: Chair Walker, Board Member Mayton, Board Member Smallwood, Board Member Ramseyer, Board Member Hanley, Board Member Hokanson

**MOTION CARRIED: 6-0**

**REPORT FROM THE EXECUTIVE DIRECTOR**

(none)

**ADJOURN**

Americans with Disabilities Act Notice: Please contact Sandy City Hall, 39250 Pioneer Blvd. Sandy, OR 97055 (Phone: 503-668-5533) or (Email: [recorder@ci.sandy.or.us](mailto:recorder@ci.sandy.or.us)) at least 48 hours prior to the scheduled meeting time if you need an accommodation to observe and/or participate in this meeting.

DRAFT



# STAFF REPORT

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**Meeting Type:** Urban Renewal Board Meeting  
**Meeting Date:** May 18, 2026  
**From:** Tyler Deems, Executive Director  
**Subject:** Resolution 2026-15: Declaring the Intention to Collect Urban Renewal Tax Increment

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## DECISION TO BE MADE:

To set the tax increment to collect property tax revenue for the upcoming fiscal year for the Sandy Urban Renewal Agency.

## PURPOSE / OBJECTIVE:

Set the tax increment for the Sandy Urban Renewal Agency to impose taxes for Fiscal Year 2026-27.

## BACKGROUND / CONTEXT:

In June 2025, the Sandy Urban Renewal Agency (SURA) Board adopted the biennial budget and appropriations for the Agency. As you will likely recall, SURA must share a portion of the property tax collection with the other taxing districts due to “revenue sharing” requirements.

ORS 457 allows for agencies to collect 100% of the division of taxes until the annual taxes assessed are greater than 10% of the original maximum indebtedness. Once the 10% threshold is reached, the Agency must then share a portion of the tax with all the other taxing districts. In SURA’s case, the 10% threshold would have been triggered once annual taxes imposed reached \$500,000. Because the initial maximum indebtedness was so low, the other taxing agencies agreed to use the revised maximum indebtedness of \$18 million as the baseline instead of \$5 million. As such, revenue sharing would not be triggered until the year following the first year that the annual taxes imposed exceeds \$1.8 million. Once revenue sharing is triggered, 25% of the anticipated annual increment above \$1.8 million is allocated to the Agency, with the remaining 75% shared among the other taxing districts. This threshold was met and revenue sharing began in FY23.

## KEY CONSIDERATIONS / ANALYSIS:

The District should adopt a total tax increment value of \$122,537,285, which will generate approximately \$2,020,000 in imposed taxes for fiscal year 2026-27. This increment will change annually depending on growth within the district, as well as the assessed value of properties within the district.

**BUDGET IMPACT:**

This is already reflected in the biennial SURA budget for BN 2025-27.

**RECOMMENDATION:**

Staff recommends that the Board adopt Resolution 2026-15.

**SUGGESTED MOTION LANGUAGE:**

"I move to adopt Resolution 2026-15, a resolution setting the incremental assessed value for the Sandy Urban Renewal Agency."

**LIST OF ATTACHMENTS / EXHIBITS:**

- Resolution 2026-15



RESOLUTION NO. 2026-15

**A RESOLUTION DECLARING THE INTENT TO COLLECT TAX INCREMENT FOR FISCAL YEAR 2026-27**

**WHEREAS**, the Sandy Urban Renewal Agency (SURA) adopted a budget in the sum of \$7,207,507 for the biennium 2025-2027 on June 2, 2025; and

**WHEREAS**, due to the success of SURA, the Agency is now sharing revenue to the other taxing districts within the urban renewal area, thus limiting the tax imposed in the district; and

**WHEREAS**, SURA retains the existing budget and appropriations for the biennial period July 1, 2025 to June 30, 2027 from Resolution 2025-20, but modifies the amount used to certify the division of tax revenues, \$122,537,285, thus limiting the tax imposed in the district in accordance with ORS 457.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE SANDY URBAN RENEWAL AGENCY:**

**Section 1:** The total budget previously adopted via Resolution 2025-20 is retained.

**Section 2:** The appropriations previously adopted via Resolution 2025-20 are retained.

**Section 3:** The SURA Board hereby certifies to the Clackamas County Assessor the Agency’s intention to set the incremental assessed value to \$122,537,285, which will generate approximately \$2,020,000 of taxes imposed.

This resolution is adopted by the Sandy Urban Renewal Agency this 18th day of May, 2026.

\_\_\_\_\_  
Kathleen Walker, Chair

ATTEST:

\_\_\_\_\_  
Jeffrey Aprati, City Recorder



# STAFF REPORT

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**Meeting Type:** Urban Renewal Board  
**Meeting Date:** May 18, 2026  
**From:** Tyler Deems, Executive Director  
**Subject:** Resolution 2026-16: Sandy Urban Renewal Plan Amendment

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**DECISION TO BE MADE:**

To adopt a minor plan amendment to the [Sandy Urban Renewal Plan](#) to reflect property recently acquired by the Sandy Urban Renewal Agency

**PURPOSE / OBJECTIVE:**

To update and maintain the accuracy of the Sandy Urban Renewal Plan, reflecting all property acquired by the Agency.

**BACKGROUND / CONTEXT:**

The City of Sandy established the Sandy Urban Renewal Agency (SURA) in 1998. SURA’s activities are guided by the Sandy Urban Renewal Plan (Plan). [The Plan was last amended in May 2018. SURA authorized the Executive Director to move forward with the purchase of property on February 20, 2024,](#) with the purchase being finalized in March 2024. As such, the Plan must be amended to reflect the property that was acquired.

**KEY CONSIDERATIONS / ANALYSIS:**

[Chapter 457 of ORS](#) dictates urban renewal plan requirements. Section (2)(a) requires the Plan to outline, among other activities, land acquisition. In 2024, when SURA purchased the parking lot located at 39050 Pioneer Blvd., the Plan should have been amended to reflect the specific properties that were acquired. The attached resolution remedies this oversight and will formally note the two parcels that have been acquired.

Upon adoption of this resolution, staff will revise the Plan, specifically section ‘700. Property Acquisition Procedures’ to add these two tax lots (24E13CA06200 and 24E13CA06700). No other changes are being implemented with this resolution.

**BUDGET IMPACT:**

None.

**RECOMMENDATION:**

Approve Resolution No. 2026-16.

**SUGGESTED MOTION LANGUAGE:**

"I move to approve Resolution No. 2026-16."

**LIST OF ATTACHMENTS / EXHIBITS:**

- Resolution 2026-16



RESOLUTION NO. 2026-16

**A RESOLUTION AMENDING THE SANDY URBAN RENEWAL PLAN**

**WHEREAS**, Sandy Urban Renewal Agency (SURA) adopted the Sandy Urban Renewal Plan (Plan) in August 2008; and

**WHEREAS**, SURA desires to designate property to be acquired as required in ORS 457.085 and Section 700 of the Plan; as identified in Exhibit A: Sandy Urban Renewal Plan Amendment 2026; and

**WHEREAS**, the amendment may be processed as a minor amendment to the Plan as defined in Section 900 of the Plan; and

**WHEREAS**, minor amendments are processed through the adoption of a resolution by the SURA Board.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE SANDY URBAN RENEWAL AGENCY:**

**Section 1:** The Sandy Urban Renewal Agency Board amends the Sandy Urban Renewal Plan as detailed in Exhibit A.

**Section 2:** The amendment is effective immediately upon adoption.

This resolution is adopted by the Sandy Urban Renewal Agency this 18th day of May, 2026.

\_\_\_\_\_  
Kathleen Walker, Chair

ATTEST:

\_\_\_\_\_  
Jeffrey Aprati, City Recorder

**Sandy Urban Renewal Plan Amendment 2026**

Section 700. A. 2. is amended to add property to be acquired for Public Preservation, Rehabilitation, Development, or Redevelopment.

Properties to be acquired are:

**24E13CA06200**

**24E13CA06700**



# STAFF REPORT

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**Meeting Type:** Urban Renewal Agency  
**Meeting Date:** May 18, 2026  
**From:** Jon Legarza, Healthy Sustainable Communities  
**Subject:** Energize Sandy Grant Awards

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## DECISION TO BE MADE:

Whether to award two Energize Sandy grants: (1) a \$25,000 Concept & Feasibility Grant to WRG Three Creeks Sandy LLC for a restaurant and pub at 38015 US-26; and (3) a \$100,000 Capital Improvement Grant to WRG Three Creeks Sandy LLC for the same project.

## PURPOSE / OBJECTIVE:

- [Sandy Urban Renewal Plan](#), General Goal: Use targeted improvements to encourage private investment in Sandy's downtown and surrounding commercial areas. Section 600B authorizes the Agency to participate through loans, grants, or both in maintaining and improving buildings in the renewal area.

## BACKGROUND / CONTEXT:

The Energize Sandy program provides structured financing to support business growth and property investment within the Sandy Urban Renewal Area. The program includes Concept & Feasibility Grants (up to \$25,000) for early-stage planning work and Capital Improvement Grants (up to \$100,000) for permanent building improvements. Both require a minimum 50% match from non-grant sources. Staff has reviewed the following applications and recommends approval.

### 1. WRG Three Creeks Sandy LLC – Concept & Feasibility Grant (\$25,000)

Three Creeks Brewing Company (DBA) proposes expanding into a restaurant and pub at 38015 US-26. The project involves revitalizing an existing commercial building into a family-friendly gathering space with craft beer, food service, and private event areas. The total build-out is estimated at \$650,000–\$725,000. Grant funds would cover architectural design, engineering, feasibility studies, permitting, market analysis, and cost estimating during the planning phase. The applicant reports \$1.35 million in available cash and operates six other locations. The project is expected to create approximately 35 jobs at \$19–\$21 per hour and increase the property's value by an estimated \$400,000–\$700,000.

## 2. WRG Three Creeks Sandy LLC – Capital Improvement Grant (\$100,000)

This award covers the construction phase of the same project at 38015 US-26. The scope of work includes building renovation (structural work, flooring, bathroom remodel, walls and finishes, exterior/facade upgrades), permanent kitchen equipment installation, refrigeration systems, and bar equipment. Total project cost is approximately \$750,000. Agency funds would reimburse 50% of documented eligible expenses for permanent improvements up to \$100,000. Portable equipment, operating supplies, inventory, furniture, technology systems, and apparel are not eligible for reimbursement. The applicant's matching investment exceeds \$650,000.

### KEY CONSIDERATIONS / ANALYSIS:

The project is located within the Sandy Urban Renewal Area and the applicant's private investment exceeds the required 50% match. Grant authority for the awards derives from Section 600B of the Sandy Urban Renewal Plan (adopted December 1998; 5th Amendment May 2018, Resolution No. 2018-11), which authorizes the Agency to participate through loans, grants, or both in maintaining and improving buildings in the renewal area, and to provide financial assistance to property owners as the Agency deems necessary to achieve Plan objectives.

The project advances the following Plan objectives identified in Section 300E: (1) Improve the vitality of Sandy's downtown core: the Three Creeks restaurant and pub activates an underutilized property into a community gathering space; (2) Make productive use of land in the renewal area: the Three Creeks project transforms a commercial building with an estimated value increase of \$400,000–\$700,000; (3) Create opportunities for new development: the Three Creeks project creates approximately 35 jobs and captures tourism traffic heading to and from Mount Hood; and (7) Implement goals and objectives of Sandy's Comprehensive Plan.

The project satisfies the Comprehensive Plan's Economic Development criteria under Goal 9: it is consistent with the City's planning and growth policies, can be accommodated by existing water, sewer, and street infrastructure, and carries out specific community goals: supporting food and beverage, tourism, and property activation.

### BUDGET IMPACT:

- Up to \$25,000 from the Energize Sandy Concept & Feasibility Grant program, disbursed as 50% reimbursement of documented eligible expenses.
- Up to \$100,000 from the Capital Improvement Grant program, disbursed as 50% reimbursement of documented eligible expenses.

Combined Agency commitment: up to \$125,000. All awards are subject to the availability of uncommitted Urban Renewal funds.

### RECOMMENDATION:

Staff recommends approval of all three grant awards as described herein.

**SUGGESTED MOTION LANGUAGE:**

"I move to:

1. Approve the following grants:
  - a. \$25,000 Concept & Feasibility Grant to WRG Three Creeks Sandy LLC
  - b. \$100,000 Energize Sandy Capital Improvement Grant to WRG Three Creeks Sandy LLC
2. Authorize the Executive Director to execute the associated grant funding contracts as included in the meeting packet."

**LIST OF ATTACHMENTS / EXHIBITS:**

- WRG Three Creeks Sandy LLC – Concept & Feasibility Grant Funding Contract with Exhibit A
  - WRG Three Creeks Sandy LLC – Grant Application
- WRG Three Creeks Sandy LLC – Capital Improvement Grant Funding Contract with Exhibit A
  - WRG Three Creeks Sandy LLC – Grant Application



## Concept & Feasibility Grant Funding Contract

This Concept & Feasibility Grant Funding Contract (“Contract”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_ (“Effective Date”) by and between the Sandy Urban Renewal Agency, hereinafter referred to as “Agency”, WRG Three Creeks Sandy LLC, (“Grantee”) and Paola Joycelyn D Trustee (“Owner”).

WHEREAS, the Agency has allocated funding for concept and feasibility grants for qualified projects within the Sandy Urban Renewal Area, providing matching grants of up to \$25,000 to support early-stage planning and feasibility work that prepares a project for construction, expansion, or private financing; and

WHEREAS, these concept and feasibility grants are limited to eligible planning, design, feasibility studies, engineering, permits, market analysis, and cost estimating, and funds cannot be used for ongoing operating expenses; and

WHEREAS, Grantee has applied to Agency for a grant wherein Grantee has proposed to use Agency funds for an appropriate governmental purpose authorized by and consistent with the City of Sandy Energize Sandy Concept & Feasibility Grant Program for Grantee’s Project (as hereinafter defined), and

WHEREAS, the Grantee’s Project will be located within the Sandy Urban Renewal Area; and

WHEREAS, it is the purpose of this Contract to set forth the terms under which Agency funds shall be provided to Grantee.

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. Location of Project. The proposed project will be located at the following address: 38015 US-26, Sandy, OR 97055 (the “Property”). The Property is legally described as follows:

**Taxlot Number:** 24E14AD01000      **Parcel Number:** 00667175

The Property is subject to a lease between the Grantee and the Owner.

2. Purpose of Grant Funding. The Grantee submitted a grant application to Agency setting forth the purposes for and uses of Agency funding related to the desired planning and feasibility work related to the Property, as further described in Exhibit A (the “Project”). This application and any related conditions of approval are attached hereto as Exhibit A and incorporated into herein by reference. All representations made by Grantee in this application are contractual obligations of Grantee, and funds provided by Agency pursuant to this Contract shall be used only for the purposes set forth in Exhibit A.
3. Agency Agreement to Fund Grant. Subject to Grantee’s compliance with the terms of this Contract, the representations contained in its grant application, and any conditions of approval, Agency agrees to provide Grantee funding according to this Contract’s terms and in an amount not to exceed twenty-five thousand dollars (\$25,000) (“Grant”) for the Project. As additional inducements for Agency to enter into this Contract, Grantee:

- Acknowledges that this Contract's term contract shall not exceed the life of Agency.
  - Authorizes any person or consumer reporting agency to complete and furnish to Agency's agents any information it may have or obtain in response to Agency's credit inquiries.
  - Authorizes Agency to provide information concerning its credit relationship to credit reporting agencies or other creditors.
4. Funding. Agency's obligations hereunder are expressly made subject to the availability of uncommitted funds on all dates anticipated for Agency payments of the Grant. If the Grant funds are not available on the anticipated date, but are expected in the future, Grant funding may be deferred until funds become available. Although Agency intends to fund the Concept & Feasibility grant program, and funds are currently committed to the program, Grantee acknowledges that any unpaid funds may be withdrawn from commitment or not be committed in the future as anticipated.
  5. Consequences of Unauthorized Expenditure by Grantee.
    - a. In the event that Grantee expends any Grant funds for a purpose outside of, or beyond that, set forth in this Contract, Agency may withhold any future Grant funding otherwise due Grantee under this Contract and Grantee shall be immediately obligated to repay Agency all Grant funds which have been expended for a purpose outside or beyond that set forth in the grant application or this Contract. Expenditures shall be subject to inspection annually by Agency auditors.
    - b. If Grantee does not repay Agency within 30 days of an unauthorized expenditure, or a longer period with Agency's written consent, Agency may exercise any and all equitable and legal rights available to it in order to compel repayment of the unauthorized expended Grant funds. As provided by law, Agency may lien the real Property to recover any Grant funds to which it is due. Grantee waives any right it may have to object to such a lien. Agency is entitled to its reasonable fees and costs in pursuing any action to recoup unauthorized expended funds, including attorney fees.
  6. Project Completion. Grantee agrees to complete the Project described in Exhibit A. The Project shall be deemed complete when all planning, design, and feasibility deliverables described in Exhibit A have been completed and delivered to Agency. If necessary, Grantee may request in writing a six-month extension to complete the Project. Agency has the sole discretion to authorize such an extension.
  7. Duty to Maintain. Grantee will retain all plans, studies, reports, and other deliverables produced with Grant funds for no less than five (5) years after Project completion and shall make such deliverables available to Agency upon request during that period. If Grantee fails to complete the project described in the deliverables within five (5) years of Project completion, Agency may, in its sole discretion, require Grantee to refund all or a portion of the Grant funds.
  8. Consequences of Failing to Complete Project or Other Breach of this Contract. In the event that the Grantee fails to complete the Project, including any conditions of approval, described in Exhibit A within twelve (12) months of the Effective Date, or commits any other material breach of this Contract, all sums granted by the Agency must be immediately repaid to Agency by Grantee. If Grantee does not repay the Agency as set forth herein, the procedure set out in Section 5(b) above will apply.

9. Force Majeure: If Grantee completion of the Project is delayed by reason of weather, fire, strikes, Acts of God, or other unforeseeable circumstances beyond Grantee's reasonable control, Grantee shall be entitled to additional time to complete this Project equal to that lost by any or all of the above causes.
10. Invoice Requirement. Grant payments are only due from Agency upon receipt of a written invoice detailing Grantee's entitlement to payment and explaining the basis therefore. The following additional invoice requirements also apply:
- Grantee will provide Agency staff with all invoices and proofs of payment associated with the Project, and Agency will reimburse 50 percent of documented, eligible expenses to Grantee within 30 days of receiving Grantee's request, up to the Grant amount. Copies of invoices or receipts and canceled payment checks must be submitted. With the exception of the final Grant draw, Grant funds must be drawn in amounts of at least \$1,000.
  - Agency may physically inspect and review the finished Project to ensure that all elements have been satisfactorily completed. Agency has the discretion to determine whether or not Grantee complied with its obligations herein. Agency's determination on this matter is final and binding. The Project must be completed within twelve (12) months of the Effective Date.
  - Expenses incurred prior to the date of Agency signature on this Contract are not eligible for funding unless otherwise approved by Agency.
  - Only actual business expenditures or encumbrances for the Project are eligible for Grant reimbursement.
  - All construction and material supply contracts will be between Grantee and Grantee's contractors and suppliers. The Agency is not a party to these contracts by virtue of providing this financial assistance.
  - It is Grantee's sole responsibility to obtain all necessary regulatory reviews and approvals, including but not limited to land-use review, historic review, and requisite building permits. The Project must remain in compliance with all regulatory bodies and approval agencies. It will be Grantee's sole responsibility to resolve any regulatory issues. Grantee will comply with all federal, state and local laws, ordinances, statutes, rules, regulations, orders, injunctions, or decrees of any government agency or instrumentality applicable to Grantee, the Property, the operation(s), occupancies and use(s) thereof, including all applicable health, safety, environmental and zoning laws
11. Special Provisions. In addition to compliance with all representations made in the grant application (Exhibit A), this Grant shall further be conditioned upon Grantee's compliance (and Owner's compliance, if applicable) with the following special conditions:
- Any deviation of work from the Project as submitted in Exhibit A must be preapproved in writing by Agency staff to be eligible for reimbursement.
  - Grantee will provide Agency with copies of all final plans, studies, reports, and other deliverables funded by this Grant.
  - If requested, Grantee will post two signs provided by Agency at a visible, protected location agreed to with Agency staff.
  - If requested, Grantee will present the findings of the feasibility work to Agency staff or the Urban Renewal Agency Board.
  - Grantee agrees that all deliverables produced with Grant funds may be retained by Agency for its records.

- If Grantee is a tenant, the Property Owner must consent to the Project and any related site access must be allowed under any applicable lease.
  - If applicable, Owner's signature herein shall serve as Owner's consent to the Project.
  - Any applicable lease or property agreement must be consistent with this Contract.
12. Insurance. Upon the Effective Date, Grantee shall provide the Agency with copies of insurance for the Property as follows: (a) A Commercial General Liability and Property Damage Insurance Policy in an amount not less than ONE MILLION and NO/ 100 Dollars (\$1,000,000.00), naming the Agency, the City of Sandy, and their respective officers, elected and appointed officials, employees and agents as additional insured; and (b) insurance against loss or damage to the Project and other tangible property (including the land) by fire and any of the risks covered under an "all risk" policy, with extended coverage and course of construction endorsements and with a standard lender's loss payable clause naming as beneficiary Agency in an amount not less than the full replacement value of the Project and any alterations or additions.
13. Other Obligations. Grantee will timely pay and discharge (before the same shall become delinquent) all taxes, indebtedness and other obligations for which it is liable or to which its income or property is subject and all claims for labor and materials or supplies except any whose validity or amount is being contested in good faith by Grantee in appropriate proceedings with adequate provision being made consistent with generally accepted accounting principles for the payment thereof if the contest is determined adverse to Grantee.
14. Records and Inspection. Grantee shall keep proper books of account and records on all activities associated with this Contract including, but not limited to, books of account and records on the expenditure of all Grant funds. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of three (3) years after the Contract termination or expiration, or the date that all disputes, if any, arising under this Contract have been resolved. Grantee will permit Agency and/or its duly authorized representatives to inspect, review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of Grant funds received from Agency. Access to these records is not limited to the required retention period. The authorized representatives shall have access to the records at any reasonable time for as long as the records are maintained. The obligations of this Section survive completion of the Project and any termination of this Contract.
15. Attorney's Fees. If the Agency prevails in a suit or action to enforce this Contract or seek damages for its breach, it is entitled to an award of its reasonable attorney fees including any incurred upon appeal.
16. Indemnification. Grantee covenants and agrees to indemnify, defend, and hold harmless Agency and the City of Sandy, their agents, officers, elected and appointed officials, and employees from any claim, demand, damage or expense (including reasonable attorney fees) resulting in any manner from the extension of grant funds from Agency to Grantee, any use of Agency funds by Grantee, and/or this Contract. Without limiting the general obligation of Grantee to indemnify Agency and the City of Sandy, by granting funds under this Contract Agency does not assert any interest in, endorse, or assume any liability for the Project's design, engineering, construction, use, operation or maintenance.
17. No Assignment. Grantee's obligations hereunder are not assignable or transferable without the

prior written consent of Agency, which consent is in Agency's sole and absolute discretion. Grantee's obligations under this Contract are binding upon any third-party assignee.

18. Interest. In the event Grantee fails to repay any money owed to Agency under this Contract or otherwise breaches any term, Grantee's obligation shall bear interest at nine (9) percent per year.
19. Tax Consequences. Agency makes no representations concerning the tax consequences to the recipient of any Agency grant or loan. Any questions in this regard should be resolved by the Grantee with his/her own tax professional.
20. Guarantee. The obligations of WRG Three Creeks Sandy LLC under this Contract are personally guaranteed by WRG Three Creeks Sandy LLC. By signing this Contract, WRG Three Creeks Sandy LLC acknowledges and accepts personal liability for all obligations set forth herein.
21. Third-Party Beneficiaries. This Contract is the entire agreement between the parties concerning its subject matter, supersedes all prior agreements and understandings, whether or not written, and is not intended to confer upon any person other than the parties any rights or remedies hereunder.
22. Governing Law. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract are in all respects to be governed by and determined in accordance with the laws of the State of Oregon without giving effect to any choice of law principles.
23. Venue. All legal proceedings brought in connection with this Contract may only be brought in the Circuit Court for Clackamas County, Oregon. Each party submits to the personal jurisdiction of that court.
24. Amendments. No amendment or other modification of this Contract will be valid unless it is reduced to a writing referencing this contract and is signed by the parties.
25. Waiver. In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and signed by an authorized representative of the party against whom enforcement of such waiver would be sought, it being intended that the conduct or failure to act of either party shall imply no waiver. Unless otherwise specifically set forth herein, neither party shall be required to give notice to the other party to enforce strict adherence to all terms of this Contract.
26. Severability. If any provision of this Contract is held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over it, the provision will be construed to make it enforceable and effective to the greatest extent permitted, and the remaining provisions of this Contract shall remain in full force and effect.
27. Construction. The paragraph and section headings used in this Contract are for convenience and ease of reference only, and do not affect scope, content or intent of this Contract. Any term referencing time, days or periods for performance are calendar days, unless otherwise expressly provided.
28. Counterparts. This Contract may be signed in two or more counterparts, each of which shall constitute an original, and both of which constitute one and the same document.

[SIGNATURE PAGE FOLLOWS]

DRAFT

**AGENCY:**

**GRANTEE:**

By: [AGENCY REPRESENTATIVE]

By: WRG Three Creeks Sandy LLC

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: WRG Three Creeks Sandy LLC

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER (IF APPLICABLE):**

By: Paola Joycelyn D Trustee

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**[EXHIBIT A]**

**DRAFT**

**EXHIBIT A**  
**Grant Application and Conditions of Approval**

**Grantee:** WRG Three Creeks Sandy LLC  
**Primary Contact:** Jake Whitney, Owner  
 38015 US-26, Sandy, OR 97055  
 Phone: (503) 998-6685  
 Email: jacob6188@hotmail.com

**Project Address:** 38015 US-26, Sandy, OR 97055  
**Entity Type:** LLC **Year Established:** 2026  
**Grant Amount:** Twenty-five thousand dollars (\$25,000)  
**Total Project Cost:** \$50,000 **Matching Funds:** \$25,000

**Project Description**

The Project consists of early-stage planning and feasibility work for the expansion of Three Creeks Brewing Company into a restaurant and pub at 38015 US-26 in Sandy. The applicant proposes to revitalize an existing commercial building into a family-friendly gathering space featuring craft beer, food service, and private event areas. The total build-out is estimated at \$650,000–\$725,000. This grant funds the feasibility phase: architectural design, engineering, permitting, cost estimating, and related planning work necessary to prepare the project for construction and private financing.

**Eligible Uses of Grant Funds**

Grant funds shall be applied exclusively toward architectural design, engineering, feasibility studies, permitting, market analysis, and cost estimating expenses associated with the Project. The total estimated cost of these planning-phase activities is approximately \$50,000. The remaining project costs for construction and build-out shall be funded from the Grantee's private sources.

**Funding Sources**

Owner cash (WRG Three Creeks Sandy LLC)	\$25,000
Agency Grant	\$25,000
<b>Total</b>	<b>\$50,000</b>

**Project Timeline**

Grant award	April 1, 2026
Design/feasibility completion	April 15, 2026
Permit issuance	May 1, 2026
Construction commencement	July 1, 2026
Project completion	August 1, 2026

**Conditions of Approval**

In addition to all terms and conditions set forth in the Contract, this Grant is subject to the following conditions:

1. Grant funds shall be used exclusively for architectural design, engineering, feasibility studies, permitting, market analysis, and cost estimating expenses as described herein.

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tmp7165

2. Grantee shall provide copies of all deliverables funded by the Grant to Agency upon completion.
3. All construction shall comply with applicable federal, state, and local building codes, health and safety requirements, and zoning regulations.
4. If Grantee is a tenant, Grantee shall provide evidence of landlord authorization for the Project prior to the first draw of Grant funds.
5. The completed feasibility work shall conform to the project description set forth in this Exhibit A.

### **Certifications**

Grantee certifies that all information provided in the grant application is accurate and true to the best of Grantee's knowledge. Grantee authorizes the City of Sandy to verify any information provided in connection with this application and acknowledges that Grant funds must be used solely for eligible project purposes as set forth herein and in the Contract.

# Concept & Feasibility Grant Application: Energize Sandy

This application is for the **Energize Sandy Concept & Feasibility Grant**, which provides up to **\$25,000 in matching funding** for early-stage planning and feasibility work that prepares a project for construction, expansion, or private financing.

Before you begin, please note:

- Your project must be located within the [Sandy Urban Renewal Area](#).
- Grant funds may be used for planning, design, feasibility studies, engineering, permits, and cost estimating.
- Funds cannot be used for ongoing operating expenses.
- You must provide at least a 50% match from non-grant sources.
- You will be asked to upload all required financial documents in a single, multiple-file upload section.

What you will need to complete this form:

- Basic business or organization information
- A clear description of your project and its community benefit
- A project budget and funding sources Recent financial documents (listed in the form)

Please answer all questions completely. Incomplete applications may not be reviewed.

Legal Business / Organization Name \*

WRG THREE CREEKS SANDY LLC

DBA (if applicable)

Three Creeks Brewing Co

Primary Contact Name & Title \*

Jake Whitney

Business Address \*

38015 US-26 Sandy, Or 97055

Phone \*

503.998.6685

Email \*

jacob6188@hotmail.com

Website (optional)

Item # 4.

Entity Type \*

- Sole Proprietor
- LLC
- Corporation
- Partnership
- Nonprofit
- Other: .....

Year Established \*

2026 .....

NAICS / Industry \*

722511 .....

Number of Employees (including owners) \*

3 .....

Project Address / Location \*

38015 US-26 Sandy, Or 97055 .....

## Project Type \*

- Building renovation
- Tenant improvement
- Equipment planning
- Site/design feasibility
- Business expansion
- Tourism/hospitality
- Manufacturing/maker
- Other: Hospitality/Tourism, Business Expansion, and Renovations

**Project description (what the project is, what you will do, and why it is needed) \***

Our project is the expansion of Three Creeks Brewing Company into a new, family-friendly location in Sandy, Oregon. This effort will involve revitalizing an existing, iconic building by improving both its exterior and interior to create a welcoming, community-centered gathering space. As an established and award-winning brewery, Three Creeks has built a strong reputation for high-quality craft beer, great food, and a warm, inviting atmosphere. This new location will carry that same standard, offering a space where families, locals, and visitors can gather, connect, and enjoy a memorable experience.

This project is needed to support Sandy's growing population and its unique position as a gateway to Mount Hood. There is a clear demand for inclusive, family-friendly spaces where people can come together after a day on the mountain, a long workweek, or a local game. The new location will include thoughtfully designed private spaces that are ideal for community gatherings, celebrations, and team events—something especially valuable for local sports groups and organizations. As someone who lives in the area and coaches local sports teams, I can say there is genuine excitement for a place like this (and yes, I may be slightly biased—but for good reason).

By restoring a well-known local structure and transforming it into a vibrant destination, we aim to contribute to Sandy's economic development while enhancing its sense of place and community identity. The project will also help capture and extend tourism traffic, encouraging travelers heading to and from Mount Hood to stop, stay longer, and engage with local businesses—possibly even long enough for “just one quick stop” to turn into dinner.

In addition to its community and economic benefits, the project will create approximately 30–40 new jobs, providing meaningful employment opportunities for Sandy residents. By investing in both the physical space and the local workforce, this expansion supports long-term economic vitality and reinforces Sandy as a welcoming hub for families, outdoor enthusiasts, and small business growth.

What is the current status of your project? (select one) \*

- Pre-planning / Concept stage
- Pre-application meeting completed
- Land use application submitted
- Land use approval received
- Building permit application in process
- Building permits issued
- Construction underway
- Nearly complete (>75%)
- Other: .....

Energize Sandy priorities supported (Select all that apply) \*

- Job creation
- Business expansion
- Downtown vitality
- Tourism
- Fabrication/manufacturing
- Food & beverage
- Technology/SandyNet
- Property activation
- Other: .....

Item # 4.

Briefly explain how your project supports these priorities. \*

We basically take spots that aren't living up to their potential and turn them into places people actually enjoy hanging out in. Good food, great hand crafted beer, friendly service, and a vibe that feels local—not corporate. When you do that right, the place gets busy, and that naturally creates jobs—more shifts, more hours, and real opportunities for people in the community.

We also like bringing a little life back into older buildings and local businesses that just need the right attention. Clean it up, run it well, make it consistent—and suddenly it's a go-to again. Then word spreads, people come in from nearby towns (and even out of town), and it turns into a bit of a destination. Nothing fancy—we're just trying to build places where locals want to spend time, employees feel good working, and visitors are glad they stopped in.

Upload a complete, itemized project budget through project completion, including contingency and all funding sources. \*

Three Creeks Sa...

Three Creeks Sa...

Add file

Total Project Cost \*

\$650,000-\$850,000

Grant Amount Requested \*

\$25,000

Matching Funds Amount \*

\$25,000

## Uses of Funds (Select all that apply) \*

- Architectural design
- Engineering
- Feasibility study
- Permits
- Market analysis
- Cost estimating
- Other

## Itemized budget description \*

The project budget has been itemized into key categories including building improvements, kitchen equipment, bar and refrigeration systems, furniture, décor, and operating setup costs. A detailed line-item budget with estimated ranges for each category is available and can be provided upon request.

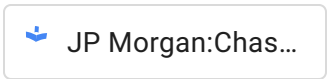
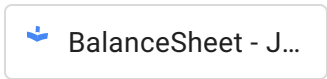
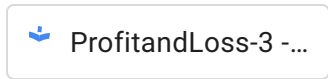
## Sources of Funds (Select all that apply)

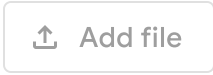
- Owner cash
- Bank loan
- Investor
- Grant
- Other

## List funding sources and amounts \*

Chase Bank \$785,000

Required Financial and Legal Documents (please upload the following: most recent balance sheet, most recent income statement (P&L), year-to-date financials, proof of matching funds, Sandy business license <sup>\*</sup>

- 
- 
- 



Current cash on hand <sup>\*</sup>

\$1,350,000

Total existing business debt <sup>\*</sup>

\$0

Monthly debt payments <sup>\*</sup>

\$0

Have you filed bankruptcy or have outstanding tax liens?

- Yes
- No

How will this project generate revenue or savings? \*

This project will generate revenue by revitalizing an underperforming location into a high-traffic restaurant and pub with strong food and great hand crafted beer, driving consistent daily sales and higher customer spend. By leveraging proven systems and existing operational experience, the business is designed to produce strong margins and reliable cash flow, while also benefiting from cost efficiencies through shared purchasing, staffing structures, and established vendor relationships.

When do you expect to begin construction or implementation? \*

14 Days

Will you seek additional financing after this phase? \*

Yes

No

Explanation (If you answered 'Yes' above)

Current number of jobs you provide \*

I owe 6 other locations so about 130 in total. But plan to create approx 35 jobs here

How many jobs do you estimate creating in the next 24 months? \*

Approx 35

Item # 4.

What is the average hourly wage range for these jobs? \*

\$19.00-\$21.00

What is the estimated increase in property value (if known)?

\$400,00-\$700,000

Please provide a community benefit narrative that the Urban Renewal Agency can share

This project brings a direct, practical benefit to the community by taking an underutilized property and turning it into a place people actually want to spend time. By investing in a high-quality restaurant and pub with good food and great hand crafted beer, the space becomes a local gathering spot that supports connection, creates consistent foot traffic, and adds energy to the area. It also creates steady jobs with real hours and growth opportunities, giving people in the community a place to work and build experience. Beyond that, the project helps strengthen the local economy by attracting visitors from nearby areas and encouraging them to stay, dine, and spend locally. We focus on running clean, well-managed, and welcoming businesses that reflect the character of the community—not something generic. The goal is simple: take a space that’s not reaching its potential, bring it back to life, and create something the community is proud of while supporting long-term economic activity.

Target Date for Grant award \*

MM DD YYYY

04 / 01 / 2026

Target Date for Design/feasibility completion \*

MM DD YYYY

04 / 15 / 2026

## Target Date for Permit issuance \*

MM DD YYYY

05 / 01 / 2026

## Target Date for Construction/implementation \*

MM DD YYYY

07 / 01 / 2026

## Target Date for Project completion \*

MM DD YYYY

08 / 01 / 2026

## Certifications \*

- I certify that all information provided in this application is accurate and true to the best of my knowledge.
- I authorize the City of Sandy to verify any information provided in this application.
- I understand and agree that grant funds must be used solely for eligible project purposes as defined in the grant guidelines.
- I agree to comply with all reporting requirements as outlined in the grant agreement.

## Electronic Signature (Type your full name) \*

Jake Whitney

Name & Title \*

Jake Whitney Owner

Date \*

MM DD YYYY

03 / 25 / 2026

This form was created inside of Healthy Sustainable Communities.

Google Forms



## Capital Improvement Grant Funding Contract

This Capital Improvement Grant Funding Contract (“Contract”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_ (“Effective Date”) by and between the Sandy Urban Renewal Agency, hereinafter referred to as “Agency”, WRG Three Creeks Sandy LLC, (“Grantee”) and Paola Joycelyn D Trustee (“Owner”).

WHEREAS, the Agency has allocated funding for capital improvement grants for qualified projects within the Sandy Urban Renewal Area, providing matching grants of up to \$100,000 to support permanent building improvements, business expansions, and property upgrades that prepare a project for long-term operation and investment; and

WHEREAS, these capital improvement grants are limited to eligible construction, renovations, permanent equipment installation, and site or building improvements, and funds cannot be used for operating expenses, working capital, inventory, or portable equipment; and

WHEREAS, Grantee has applied to Agency for a grant wherein Grantee has proposed to use Agency funds for an appropriate governmental purpose authorized by and consistent with the City of Sandy Energize Sandy Capital Improvement Grant Program for Grantee’s Project (as hereinafter defined), and

WHEREAS, the Grantee’s Project will be located within the Sandy Urban Renewal Area; and

WHEREAS, it is the purpose of this Contract to set forth the terms under which Agency funds shall be provided to Grantee.

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. Location of Project. The proposed capital improvements will occur at the following address: 38015 US-26, Sandy, OR 97055 (the “Property”). The Property is legally described as follows:

**Taxlot Number:** 24E14AD01000      **Parcel Number:** 00667175

The Property is subject to a lease between the Grantee and the Owner.

2. Purpose of Grant Funding. The Grantee submitted a grant application to Agency setting forth the purposes for and uses of Agency funding related to the desired capital improvements on the Property, as further described in Exhibit A (the “Project”). This application and any related conditions of approval are attached hereto as Exhibit A and incorporated into herein by reference. All representations made by Grantee in this application are contractual obligations of Grantee, and funds provided by Agency pursuant to this Contract shall be used only for the purposes set forth in Exhibit A.
3. Agency Agreement to Fund Grant. Subject to Grantee’s compliance with the terms of this Contract, the representations contained in its grant application, and any conditions of approval, Agency agrees to provide Grantee funding according to this Contract’s terms and in an amount not to exceed

one hundred thousand **dollars (\$100,000)** (“Grant”) for the Project. As additional inducements for Agency to enter into this Contract, Grantee:

- Acknowledges that this Contract’s term contract shall not exceed the life of Agency.
  - Authorizes any person or consumer reporting agency to complete and furnish to Agency’s agents any information it may have or obtain in response to Agency’s credit inquiries.
  - Authorizes Agency to provide information concerning its credit relationship to credit reporting agencies or other creditors.
4. Funding. Agency’s obligations hereunder are expressly made subject to the availability of uncommitted funds on all dates anticipated for Agency payments of the Grant. If the Grant funds are not available on the anticipated date, but are expected in the future, Grant funding may be deferred until funds become available. Although Agency intends to fund the Capital Improvement grant program, and funds are currently committed to the program, Grantee acknowledges that any unpaid funds may be withdrawn from commitment or not be committed in the future as anticipated.
5. Consequences of Unauthorized Expenditure by Grantee.
- a. In the event that Grantee expends any Grant funds for a purpose outside of, or beyond that, set forth in this Contract, Agency may withhold any future Grant funding otherwise due Grantee under this Contract and Grantee shall be immediately obligated to repay Agency all Grant funds which have been expended for a purpose outside or beyond that set forth in the grant application or this Contract. Expenditures shall be subject to inspection annually by Agency auditors.
  - b. If Grantee does not repay Agency within 30 days of an unauthorized expenditure, or a longer period with Agency’s written consent, Agency may exercise any and all equitable and legal rights available to it in order to compel repayment of the unauthorized expended Grant funds. As provided by law, Agency may lien the real Property to recover any Grant funds to which it is due. Grantee waives any right it may have to object to such a lien. Agency is entitled to its reasonable fees and costs in pursuing any action to recoup unauthorized expended funds, including attorney fees.
6. Project Completion. Grantee agrees to complete the Project described in Exhibit A. The Project shall be deemed complete when all permits required for use or occupancy of the structure have been issued, all construction and improvements have been completed in a good and workmanlike manner, and the Project conforms to the grant application (Exhibit A). If necessary, Grantee may request in writing a six-month extension to complete the Project. Agency has the sole discretion to authorize such an extension.
7. Duty to Maintain. Grantee will maintain the capital improvements for no less than 10 years after Project completion. Maintenance includes but is not limited to repainting, cleaning, and keeping capital improvements in a good general state of repair. Grantee permits Agency to enter onto the Property at reasonable times during the 10-year period to ensure Grantee is maintaining the capital improvements. Failure to maintain the capital improvements is a material breach of this Contract. Without limiting any of Agency’s equitable and legal rights, if Grantee fails to maintain the capital improvements, Agency may hire a contractor to perform the maintenance and Agency may lien the Property to recover the cost of the maintenance. Grantee waives any right it may have to object to such a lien. If the capital improvements are demolished or significantly altered within 10 years of

Project completion, Grantee must refund to Agency all funds Agency distributed to Grantee plus nine percent (9%) interest per annum.

8. Consequences of Failing to Complete Project or Other Breach of this Contract. In the event that the Grantee fails to complete the Project, including any conditions of approval, described in Exhibit A within twelve (12) months of the Effective Date, or commits any other material breach of this Contract, all sums granted by the Agency must be immediately repaid to Agency by Grantee. If Grantee does not repay the Agency as set forth herein, the procedure set out in Section 5(b) above will apply.
9. Force Majeure: If Grantee completion of the Project is delayed by reason of weather, fire, strikes, Acts of God, or other unforeseeable circumstances beyond Grantee's reasonable control, Grantee shall be entitled to additional time to complete this Project equal to that lost by any or all of the above causes.
10. Invoice Requirement. Grant payments are only due from Agency upon receipt of a written invoice detailing Grantee's entitlement to payment and explaining the basis therefore. The following additional invoice requirements also apply:
  - Grantee will provide Agency staff with all invoices and proofs of payment associated with the Project, and Agency will reimburse 50 percent of documented, eligible expenses to Grantee within 30 days of receiving Grantee's request, up to the Grant amount. Copies of invoices or receipts and canceled payment checks must be submitted. With the exception of the final Grant draw, Grant funds must be drawn in amounts of at least \$1,000.
  - Agency may physically inspect and review the finished Project to ensure that all elements have been satisfactorily completed. Agency has the discretion to determine whether or not Grantee complied with its obligations herein. Agency's determination on this matter is final and binding. The Project must be completed within twelve (12) months of the Effective Date.
  - Expenses incurred prior to the date of Agency signature on this Contract are not eligible for funding unless otherwise approved by Agency.
  - Only actual business expenditures or encumbrances for the Project are eligible for Grant reimbursement.
  - All construction and material supply contracts will be between Grantee and Grantee's contractors and suppliers. The Agency is not a party to these contracts by virtue of providing this financial assistance.
  - It is Grantee's sole responsibility to obtain all necessary regulatory reviews and approvals, including but not limited to land-use review, historic review, and requisite building permits. The Project must remain in compliance with all regulatory bodies and approval agencies. It will be Grantee's sole responsibility to resolve any regulatory issues. Grantee will comply with all federal, state and local laws, ordinances, statutes, rules, regulations, orders, injunctions, or decrees of any government agency or instrumentality applicable to Grantee, the Property, the operation(s), occupancies and use(s) thereof, including all applicable health, safety, environmental and zoning laws
11. Special Provisions. In addition to compliance with all representations made in the grant application (Exhibit A), this Grant shall further be conditioned upon Grantee's compliance (and Owner's compliance, if applicable) with the following special conditions:
  - Any deviation of work from the Project as submitted in Exhibit A must be preapproved in

writing by Agency staff to be eligible for reimbursement.

- Grantee will post *two signs* provided by Agency during the construction or improvement period of this Project at a visible, protected location agreed to with Agency staff.
- Grantee will provide Agency with before and after photos of the work completed with your final reimbursement request.
- If requested, Grantee will coordinate an open house showcasing the improvements funded under this Project in cooperation with Agency within an agreed upon time after Project completion.
- Grantee agrees that all improvements for the Project, including but not limited to permanent equipment, fixtures, and any other construction, alteration, or repairs funded by or purchased with Grant funds, shall remain on the Property. If Grantee is a tenant, such improvements must remain on the Property at the termination or expiration of any applicable lease.

If Grantee is a tenant, the Property Owner must consent to the Project and construction must be allowed under any applicable lease.

If applicable, Owner's signature herein shall serve as Owner's consent to the Project.

Any applicable lease or property agreement must be consistent with this Contract.

12. Insurance. Upon the Effective Date, Grantee shall provide the Agency with copies of insurance for the Property as follows: (a) A Commercial General Liability and Property Damage Insurance Policy in an amount not less than ONE MILLION and NO/ 100 Dollars (\$1,000,000.00), naming the Agency, the City of Sandy, and their respective officers, elected and appointed officials, employees and agents as additional insured; and (b) insurance against loss or damage to the Project and other tangible property (including the land) by fire and any of the risks covered under an "all risk" policy, with extended coverage and course of construction endorsements and with a standard lender's loss payable clause naming as beneficiary Agency in an amount not less than the full replacement value of the Project and any alterations or additions.
13. Other Obligations. Grantee will timely pay and discharge (before the same shall become delinquent) all taxes, indebtedness and other obligations for which it is liable or to which its income or property is subject and all claims for labor and materials or supplies except any whose validity or amount is being contested in good faith by Grantee in appropriate proceedings with adequate provision being made consistent with generally accepted accounting principles for the payment thereof if the contest is determined adverse to Grantee.
14. Records and Inspection. Grantee shall keep proper books of account and records on all activities associated with this Contract including, but not limited to, books of account and records on the expenditure of all Grant funds. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of three (3) years after the Contract termination or expiration, or the date that all disputes, if any, arising under this Contract have been resolved. Grantee will permit Agency and/or its duly authorized representatives to inspect, review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of Grant funds received from Agency. Access to these records is not limited to the required retention period. The authorized representatives shall have access to the records at any reasonable time for as long as the records are maintained. The obligations of this Section survive completion of the Project and any termination of this Contract.
15. Attorney's Fees. If the Agency prevails in a suit or action to enforce this Contract or seek damages for its breach, it is entitled to an award of its reasonable attorney fees including any incurred upon

appeal.

16. Indemnification. Grantee covenants and agrees to indemnify, defend, and hold harmless Agency and the City of Sandy, their agents, officers, elected and appointed officials, and employees from any claim, demand, damage or expense (including reasonable attorney fees) resulting in any manner from the extension of grant funds from Agency to Grantee, any use of Agency funds by Grantee, and/or this Contract. Without limiting the general obligation of Grantee to indemnify Agency and the City of Sandy, by granting funds under this Contract Agency does not assert any interest in, endorse, or assume any liability for the Project's design, engineering, construction, use, operation or maintenance.
17. No Assignment. Grantee's obligations hereunder are not assignable or transferable without the prior written consent of Agency, which consent is in Agency's sole and absolute discretion. Grantee's obligations under this Contract are binding upon any third-party assignee.
18. Interest. In the event Grantee fails to repay any money owed to Agency under this Contract or otherwise breaches any term, Grantee's obligation shall bear interest at nine (9) percent per year.
19. Tax Consequences. Agency makes no representations concerning the tax consequences to the recipient of any Agency grant or loan. Any questions in this regard should be resolved by the Grantee with his/her own tax professional.
20. Guarantee. The obligations of WRG Three Creeks Sandy LLC under this Contract are personally guaranteed by WRG Three Creeks Sandy LLC. By signing this Contract, WRG Three Creeks Sandy LLC acknowledges and accepts personal liability for all obligations set forth herein.
21. Third-Party Beneficiaries. This Contract is the entire agreement between the parties concerning its subject matter, supersedes all prior agreements and understandings, whether or not written, and is not intended to confer upon any person other than the parties any rights or remedies hereunder.
22. Governing Law. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract are in all respects to be governed by and determined in accordance with the laws of the State of Oregon without giving effect to any choice of law principles.
23. Venue. All legal proceedings brought in connection with this Contract may only be brought in the Circuit Court for Clackamas County, Oregon. Each party submits to the personal jurisdiction of that court.
24. Amendments. No amendment or other modification of this Contract will be valid unless it is reduced to a writing referencing this contract and is signed by the parties.
25. Waiver. In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and signed by an authorized representative of the party against whom enforcement of such waiver would be sought, it being intended that the conduct or failure to act of either party shall imply no waiver. Unless otherwise specifically set forth herein, neither party shall be required to give notice to the other party to enforce strict adherence to all terms of this Contract.
26. Severability. If any provision of this Contract is held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over it, the

provision will be construed to make it enforceable and effective to the greatest extent permitted, and the remaining provisions of this Contract shall remain in full force and effect.

27. Construction. The paragraph and section headings used in this Contract are for convenience and ease of reference only, and do not affect scope, content or intent of this Contract. Any term referencing time, days or periods for performance are calendar days, unless otherwise expressly provided.
28. Counterparts. This Contract may be signed in two or more counterparts, each of which shall constitute an original, and both of which constitute one and the same document.

[SIGNATURE PAGE FOLLOWS]

DRAFT

**AGENCY:**

**GRANTEE:**

By: [AGENCY REPRESENTATIVE]

By: WRG Three Creeks Sandy LLC

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER (IF APPLICABLE):**

By: Paola Joycelyn D Trustee

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

**[EXHIBIT A]**

**DRAFT**

**EXHIBIT A**  
**Grant Application and Conditions of Approval**

**Grantee:** WRG Three Creeks Sandy LLC  
**Primary Contact:** Jake Whitney, Owner  
 38015 US-26, Sandy, OR 97055  
 Phone: (503) 998-6685  
 Email: jacob6188@hotmail.com  
**Project Address:** 38015 US-26, Sandy, OR 97055  
**Entity Type:** LLC **Year Established:** 2026  
**Grant Amount:** One hundred thousand dollars (\$100,000)  
**Total Project Cost:** \$750,000  
**Matching Funds:** \$650,000

**Project Description**

The Project consists of a restaurant and pub build-out at 38015 US-26 in Sandy for the expansion of Three Creeks Brewing Company (DBA of WRG Three Creeks Sandy LLC). The scope of work includes building renovation (structural work, flooring, bathroom remodel, walls and finishes, and exterior/facade upgrades), permanent kitchen equipment installation, refrigeration systems, bar equipment, and related permanent improvements. The project will transform an existing commercial building into a family-friendly restaurant and pub serving craft beer and food, with private event spaces for community gatherings.

**Eligible Uses of Grant Funds**

Grant funds shall be applied toward construction, renovation, and permanent equipment installation expenses associated with the Project. Eligible expenses include building renovation (structural work, flooring, bathrooms, walls, finishes, and exterior/facade), permanently installed kitchen equipment, refrigeration systems, bar and draft systems, and related permitting. Portable equipment, operating supplies, inventory, furniture, technology systems, apparel, and working capital are not eligible for reimbursement. Agency will reimburse fifty percent (50%) of documented eligible expenses, up to the Grant amount.

**Funding Sources**

Owner cash (WRG Three Creeks Sandy LLC)	\$650,000
Agency Grant (50% reimbursement)	\$100,000
<b>Total</b>	<b>\$750,000</b>

**Project Timeline**

Grant award	March 25, 2026
Permit issuance	April 1, 2026
Construction commencement	May 1, 2026
Project completion	August 1, 2026

**Conditions of Approval**

In addition to all terms and conditions set forth in the Contract, this Grant is subject to the following conditions:

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tmp757B

1. Grant funds shall be used exclusively for building renovation, permanent equipment installation, and related construction expenses as described herein.
2. Grantee shall obtain all necessary building permits prior to commencing construction.
3. All construction shall comply with applicable federal, state, and local building codes, health and safety requirements, and zoning regulations.
4. If Grantee is a tenant, Grantee shall provide evidence of landlord authorization for the Project prior to the first draw of Grant funds.
5. The completed Project shall conform to the project description set forth in this Exhibit A.

### **Certifications**

Grantee certifies that all information provided in the grant application is accurate and true to the best of Grantee's knowledge. Grantee authorizes the City of Sandy to verify any information provided in connection with this application and acknowledges that Grant funds must be used solely for eligible project purposes as set forth herein and in the Contract.

# Capital Improvement Grant Application: Energize Sandy

This application is for the **Energize Sandy Capital Improvement Grant**, which provides **matching grants of up to \$100,000** to support permanent building improvements, business expansions, and property upgrades that prepare a project for long-term operation and investment.

Before you begin, please note:

- Your project must be located within the [Sandy Urban Renewal Area](#).
- Grant funds may be used for construction, renovations, permanent equipment, and site or building improvements.
- Funds cannot be used for operating expenses, working capital, inventory, or portable equipment.
- Grant funds may cover up to 50% of total project costs, and a minimum 50% match from non-grant sources is required.
- You will be asked to upload all required financial and project documents in a single, multiple-file upload section.

What you will need to complete this form:

- Basic business or organization information
- A clear description of your project and its community benefit
- A detailed project budget and funding sources Recent financial and project documents (listed in the form)

Please answer all questions completely. Incomplete applications may not be reviewed.

Legal Business / Organization Name \*

WRG Three Creeks Sandy

DBA (if applicable)

Three Creeks Brewing Co.

Primary Contact Name & Title \*

Jake Whitney

Business Address (must be in Sandy URA) \*

38015 US-26 Sandy, Or 97055

Phone \*

503.998.6685

Email \*

jacob6188@hotmail.com

Website (optional)

Entity Type \*

- Sole Proprietor
- LLC
- Corporation
- Partnership
- Nonprofit
- Other: .....

Year Established \*

2026 .....

NAICS / Industry \*

722511 .....

Number of Employees (including owners) \*

1 .....

Years under current ownership \*

1 .....

Property owner or tenant? \*

- Owner
- Tenant (note: landlord authorization required)

Project Address / Location \*

38015 US-26 Sandy, Or 97055

Project Type (Select all that apply) \*

- Building renovation
- Tenant improvement
- Expansion/addition
- Permanent equipment installation
- Site or facade improvements
- Code or ADA upgrades
- Manufacturing upgrades
- Restaurant/commercial kitchen build-out
- Other: .....

**Project description (what the project is, what you will do, and why it is needed). \***

We grow jobs, business, downtown energy, tourism, food & beverage, and property activation by doing what we already do well—taking over underperforming bars, restaurants, and buildings and turning them into places people actually want to go. When we bring a spot back to life with good food, great hand crafted beer, longer hours, and consistent service, it naturally creates jobs and drives revenue. Then we layer in systems, management, and repeatable playbooks so we can keep expanding without it getting messy.

At the same time, we focus on activating empty or struggling properties and clustering a few solid concepts together so they feed off each other. One good spot helps—but a few in the same area can completely change the feel of a downtown. That brings more foot traffic, supports nearby businesses, and gives people a reason to come back—or even travel in. It's a simple flywheel: better spots → more people → more revenue → reinvest → stronger area.

**What is the current status of your project? (select one)**

- Pre-planning / Concept stage
- Pre-application meeting completed
- Land use application submitted
- Land use approval received
- Building permit application in process
- Building permits issued
- Construction underway
- Nearly complete

**Total Project Cost \***

\$750,000

Grant Amount Requested (max \$100,000) \*

\$100,000

Matching Funds Amount (minimum 50%) \*

\$100,000

## Itemized budget description. \*

Restaurant & Pub Build-Out Budget (Target: \$650,000–\$725,000)

Building Renovation / Construction

Combine entrances / structural work: \$120,000 – \$150,000

Flooring: \$40,000 – \$55,000

Bathrooms (remodel): \$50,000 – \$70,000

Walls, paint, finishes: \$30,000 – \$45,000

Exterior / facade upgrades: \$25,000 – \$40,000

Kitchen Equipment

Range, ovens, fryers: \$45,000 – \$65,000

Prep tables, stainless: \$15,000 – \$25,000

Dishwasher & sanitation: \$12,000 – \$18,000

Refrigeration

Walk-in cooler: \$30,000 – \$45,000

Beer coolers / kegerators: \$15,000 – \$25,000

Reach-in fridges/freezers: \$12,000 – \$18,000

Bar Equipment

Draft system & taps: \$18,000 – \$30,000

Ice machines: \$8,000 – \$12,000

Furniture

Tables: \$12,000 – \$18,000

Chairs / bar stools: \$15,000 – \$22,000

Decor & Atmosphere

Lighting: \$10,000 – \$18,000

Wall decor / branding: \$6,000 – \$12,000

Technology

POS system: \$8,000 – \$12,000

Sound system / TVs: \$10,000 – \$18,000

Apparel & Branding

Staff uniforms & merch: \$5,000 – \$8,000

Operating Setup

Smallwares, utensils, glassware: \$12,000 – \$18,000

Contingency (10–12%)

\$60,000 – \$80,000

**TOTAL PROJECT BUDGET**

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Item # 4.

Sources of Funds (Select all that apply) \*

Owner cash

Bank loan

Investor


Other: .....


List funding sources and amounts \*

Personal Checking/Savings/ Retirement \$1,350,000 .....


Upload a complete, itemized project budget through project completion, including contingency and all funding sources. \*


 Three Creeks Sa...


 Three Creeks Sa...


 Add file

Required Financial and Legal Documents (please upload the following: most recent balance sheet, most recent income statement (P&L), year-to-date financials, proof of matching funds, Sandy business license) \*

 JP Morgan:Chas...

 BalanceSheet - J...

 ProfitandLoss-3 -...

 Add file

Current cash on hand \*

\$1,350,000

Total existing business debt \*

\$0

Monthly debt payments \*

\$0

Have you filed bankruptcy or have outstanding tax liens? \*

Yes

No

Current number of jobs you provide \*

0

How many jobs do you estimate creating in the next 24 months? \*

35

What is the average hourly wage range for these jobs? \*

\$19.00-\$21.00

What is the estimated increase in property value (if known)? \*

\$400,000-\$700,000

Please provide a community benefit narrative that the Urban Renewal Agency can share. \*

This project brings a direct, practical benefit to the community by taking an underutilized property and turning it into a place people actually want to spend time. By investing in a high-quality restaurant and pub with good food and great hand crafted beer, the space becomes a local gathering spot that supports connection, creates consistent foot traffic, and adds energy to the area. It also creates steady jobs with real hours and growth opportunities, giving people in the community a place to work and build experience. Beyond that, the project helps strengthen the local economy by attracting visitors from nearby areas and encouraging them to stay, dine, and spend locally. We focus on running clean, well-managed, and welcoming businesses that reflect the character of the community—not something generic. The goal is simple: take a space that’s not reaching its potential, bring it back to life, and create something the community is proud of while supporting long-term economic activity.

Target Date for Grant award \*

MM DD YYYY

03 / 25 / 2026

Target Date for Permit issuance \*

MM DD YYYY

04 / 01 / 2026

Item # 4.

Target Date for Construction/implementation \*

MM DD YYYY

05 / 01 / 2026

Target Date for Project completion \*

MM DD YYYY

08 / 01 / 2026

Certifications \*

- I certify that all information provided in this application is accurate and true to the best of my knowledge.
- I authorize the City of Sandy to verify any information provided in this application.
- I understand and agree that grant funds must be used solely for eligible project purposes as defined in the grant guidelines.
- I agree to comply with all reporting requirements as outlined in the grant agreement.

Electronic Signature (typed name) \*

Jake Whitney.....

Name & Title \*

Jake Whitney Owner.....

Date \*

MM DD YYYY

03 / 25 / 2026

This form was created inside of Healthy Sustainable Communities.

Google Forms