

# GRESHAM REDEVELOPMENT COMMISSION AGENDA

---

## COMMISSION CHAIR TRAVIS STOVALL

COMMISSION VICE CHAIR DINA DINUCCI  
COMMISSION ACTING CHAIR JERRY HINTON  
COMMISSIONER JANINE GLADFELTER

COMMISSIONER VINCENT JONES-DIXON  
COMMISSIONER EDDY MORALES  
COMMISSIONER SUE PIAZZA

---

## GRESHAM REDEVELOPMENT COMMISSION July 18, 2023

**OPEN SESSION – 2:30 P.M.**

**Gresham Civic Center, Public Safety & Schools Building, Council Chambers  
1331 NW Eastman Parkway, Gresham, Oregon**

### **PLEASE NOTE**

The Gresham Redevelopment Commission is transitioning back to in-person meetings. Members of the public are now welcome to attend in-person in the Council Chambers. This meeting will also be broadcast live at [GreshamOregon.gov/Agendas](https://greshamoregon.gov/Agendas) and via Zoom, an online meeting platform.

The City's business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m.

Persons who desire to access the meeting and are unable to access the meeting via the livestream at [GreshamOregon.gov/Agendas](https://greshamoregon.gov/Agendas) or via Zoom are encouraged to contact Johntae Ivory, Administrative Assistant II, by calling 503-618-2473 or emailing [johntae.ivory@greshamoregon.gov](mailto:johntae.ivory@greshamoregon.gov) by 5:00 p.m. two (2) business days before the meeting, so that the City can provide alternate arrangements.

Persons who desire translation services for this meeting must notify Johntae Ivory, Administrative Assistant II, by calling 503-618-2473 or emailing [johntae.ivory@greshamoregon.gov](mailto:johntae.ivory@greshamoregon.gov) by 5:00 p.m. three (3) business days before the meeting, so that the City can make arrangements for translation services.

### **ZOOM ACCESS LINK AND CALL-IN NUMBERS FOR THIS MEETING**

**Click the link below to join the webinar:**

<https://greshamoregon.zoom.us/j/87895316107?pwd=YTIJZFJrcTV5SU8xa1NoVWdXWXhsZz09>

Passcode: 4xERZB5sqX

**Or One Tap Mobile:**

US: +16699006833,,87895316107#,,,,\*4983688933# or +12133388477,,87895316107#,,,,\*4983688933#

**Or Telephone:**

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 213 338 8477 or +1 253 215 8782 or +1 646 876 9923

Webinar ID: 878 9531 6107

Passcode: 4983688933

International numbers available: <https://greshamoregon.zoom.us/j/87895316107?pwd=YTIJZFJrcTV5SU8xa1NoVWdXWXhsZz09>

### **PLEASE NOTE**

Instructions for signing up for **written or oral testimony** are provided on this agenda under section A (2): Instructions to Citizens on Signing Up for Public Testimony Regarding Agenda and Non-Agenda Items.

**GRESHAM REDEVELOPMENT COMMISSION AGENDA - REVISED**  
**July 18, 2023 – PAGE 2**

---

**TIME ESTIMATE (Minutes)**

<b>A.</b>	<b>CALL TO ORDER BY PRESIDING OFFICER</b>	<b>5</b>
-----------	---	----------

1. **ROLL CALL OF THE GRESHAM REDEVELOPMENT COMMISSION**
2. **INSTRUCTIONS TO CITIZENS FOR TESTIFYING ON AGENDA AND NON-AGENDA ITEMS**

**Written Testimony** must be received by 6:00 p.m. on Monday, July 17, 2023, via email to Johntae Ivory, Administrative Assistant II, at [johntae.ivory@greshamoregon.gov](mailto:johntae.ivory@greshamoregon.gov)

**Oral Testimony:** Persons wishing to provide oral testimony must register their request to Johntae Ivory, Administrative Assistant II, by calling 503-618-2473 or emailing [johntae.ivory@greshamoregon.gov](mailto:johntae.ivory@greshamoregon.gov) by 6:00 p.m. on Monday, July 17, 2023 and include their name, email address, phone number, and subject matter of the oral testimony.  
*Mr. Ivory will send persons who wish to provide oral testimony via Zoom a Zoom link to use to provide the oral testimony.*

<b>B.</b>	<b>CITIZEN AND COMMUNITY GROUP COMMENTS FOR AGENDA (EXCEPT PUBLIC HEARING) AND NON-AGENDA ITEMS</b>	<b>10</b>
-----------	---	-----------

1. **CITIZEN AND COMMUNITY GROUP COMMENTS**

<b>C.</b>	<b>CONSENT AGENDA</b>	<b>5</b>
-----------	-----------------------	----------

Commission actions are taken in one motion on Consent Agenda items; however, Commission members can remove items from the Consent Agenda to be addressed separately.

1. **GRESHAM REDEVELOPMENT COMMISSION MEETING MINUTES**  
Commission approval of this item will approve the minutes of the Commission meeting of June 20, 2023.
2. **AWARD TO PRIVATE BUSINESS: DEMOLITION OF 18801 AND 18901 E BURNSIDE**  
Commission approval of this item will award a bid for the demolition of 18801 and 18901 E Burnside and authorize the Director to negotiate and execute the contract.

<b>D.</b>	<b>PUBLIC HEARING</b>	<b>0</b>
-----------	-----------------------	----------

None

<b>E.</b>	<b>COMMISSION BUSINESS</b>	<b>45</b>
-----------	----------------------------	-----------

1. **APPROVAL OF PROPERTY ACQUISITION: 18428-18432 E BURNSIDE**  
Commission approval of this item will authorize the Director to complete the purchase of 18428-18432 E Burnside.
2. **2029 COMMUNITY INVESTMENT FRAMEWORK: PUBLIC ENGAGEMENT FINDINGS**  
Staff will be presenting the key findings from public engagement activities regarding the 2029 Community Investment Framework for Commission consideration and discussion.

<b>F.</b>	<b>COMMISSION MEASURES AND PROPOSALS</b>	
-----------	--	--

<b>G.</b>	<b>ADJOURNMENT OF MEETING</b>	
-----------	-------------------------------	--

**TOTAL ESTIMATED TIME (MINUTES): 65**

**GRESHAM REDEVELOPMENT COMMISSION AGENDA - REVISED**  
**July 18, 2023 – PAGE 3**

---

**MEETING BROADCAST AND REPLAY SCHEDULE**

**Live Broadcast**

- Comcast Channel 22 (322 HD) or Frontier Channel 33
- City of Gresham website: [GreshamOregon.gov/Videos](https://www.greshamoregon.gov/Videos). (Under “Upcoming Events,” select the Redevelopment Commission “Agenda.” An active link to the Zoom meeting is posted on page 1 of the Agenda. Phone numbers are also posted for the option of attending the meeting by phone.)

**Replays**

- 4<sup>th</sup> Monday of the same month at 6:00 p.m. on Comcast Channel 30 (330 HD) or Frontier Channel 38
- 1<sup>st</sup> Friday of the following month at 11:30 p.m. on Comcast Channel 30 (330 HD) or Frontier Channel 38
- Any time after 72 hours following the meeting: [GreshamOregon.gov/Videos](https://www.greshamoregon.gov/Videos)

# GRESHAM

## REDEVELOPMENT COMMISSION

### AGENDA ITEM TYPE: DECISION

---

### Gresham Redevelopment Commission Meeting Minutes

---

**Meeting Date:** July 18, 2023

**Agenda Item Number:** C-1

---

#### REQUESTED COMMISSION ACTION

Move to approve minutes from the Gresham Redevelopment Commission meetings of June 20, 2023.

---

#### ATTACHMENTS

A. Meeting Minutes: June 20, 2023

---

#### FROM

Johntae Ivory, Recording Secretary

---

#### REVIEWED THROUGH

Brian Monberg, Gresham Redevelopment Commission Executive Director

---

#### FOR MORE INFORMATION

Staff Contact: Johntae Ivory, Administrative Assistant II, Recording Secretary

Telephone: (503) 618-73

Staff E-Mail: [johntae.ivory@GreshamOregon.gov](mailto:johntae.ivory@GreshamOregon.gov)

Website: [GreshamOregon.gov/UrbanRenewal](http://GreshamOregon.gov/UrbanRenewal)

**A. CALL TO ORDER BY PRESIDING OFFICER**

**Chair Travis Stovall** called the Gresham Redevelopment Commission (GRDC) meeting to order on Tuesday, June 20, 2023, at 4:00 P.M. via Conference Call +1 253 215 8782, Meeting ID 878 9531 6107 or <https://greshamoregon.zoom.us/j/87895316107>

**1. ROLL CALL OF THE GRESHAM REDEVELOPMENT COMMISSION**

**Chair Stovall** called the roll.

COMMISSION PRESENT: Commission Chair Travis Stovall  
Commission Vice Chair Dina DiNucci  
Commissioner Janine Gladfelter  
Commissioner Acting Chair Jerry Hinton  
Commissioner Vincent Jones-Dixon  
Commissioner Sue Piazza

COMMISSION ABSENT: Commissioner Eddy Morales

STAFF PRESENT: Elizabeth McCann, Budget & Finance Manager  
Kevin McConnell, City Attorney  
Eric Schmidt, Assistant City Manager  
Nina Vetter, City Manager  
Brian Monberg, Gresham Redevelopment Commission Executive Director  
Johntae Ivory, Administrative Assistant II

**2. INSTRUCTIONS TO CITIZENS ON SIGNING UP FOR PUBLIC TESTIMONY REGARDING AGENDA AND NON-AGENDA ITEMS**

**Chair Travis Stovall** read the instructions.

**B. CITIZEN AND COMMUNITY GROUP COMMENTS FOR AGENDA (EXCEPT PUBLIC HEARING) AND NON-AGENDA ITEMS**

**1. CITIZEN AND COMMUNITY GROUP COMMENTS**

**Johntae Ivory**, Recording Secretary, reported that no citizens signed up to provide oral testimony or submitted written testimony.

**C. CONSENT AGENDA**

**1. GRESHAM REDEVELOPMENT COMMISSION MEETING MINUTES**

Commission approval of this item would approve the minutes of the Commission meetings of May 16, 2023.

**2. APPOINTMENTS TO THE GRESHAM REDEVELOPMENT COMMISSION ADVISORY COMMITTEE**

Commission approval of this item will confirm the appointments of **Jennifer McMillian, Ibrahim Mustafa,** and **Gregory Schroeder** to the Gresham Redevelopment Commission Advisory Committee.

**3. REAPPOINTMENTS TO THE GRESHAM REDEVELOPMENT COMMISSION ADVISORY COMMITTEE**

Commission approval of this item will confirm the reappointments of **Marissa Clarke** and **Dimitrios Zourkos** to the Gresham Redevelopment Commission Advisory Committee.

**Chair Stovall** called for a motion on the Consent Agenda.

Motion was made by **Commissioner Hinton** and seconded by **Commissioner Gladfelter** APPROVE CONSENT AGENDA ITEMS C-1, C-2, C-3.

**Chair Stovall** asked if there was any discussion on the Consent Agenda or motion.

Hearing none, **Chair Stovall** called for the vote. The motion passed as follows:

Commission Chair Travis Stovall	YES
Commission Vice Chair Dina DiNucci	YES
Commissioner Janine Gladfelter	YES
Commissioner Acting Chair Jerry Hinton	YES
Commissioner Sue Piazza	YES
Commissioner Vincent Jones-Dixon	YES

**D. PUBLIC HEARING**

**1. PUBLIC HEARING & RESOLUTION NO. 52: BUDGET AND APPROPRIATIONS OF THE GRESHAM REDEVELOPMENT COMMISSION FOR FISCAL YEAR 2022/23**

As required by Oregon law, the Commission will hold a public hearing to allow for written and oral comments from citizens regarding the Commission's Fiscal Year 2023/24 Budget for the Rockwood-West Gresham Urban Renewal Area and approve Resolution No. 52.

**Elizabeth McCann**, Budget and Finance Manager, presented the staff report.

**Chair Stovall** read the Order of Procedure (Order of Procedure attached as Exhibit A.)

**Chair Stovall** called for questions or comments.

Hearing none, **Chair Stovall** asked if there was consensus to continue or close the hearing. The consensus was to close the hearing.

**Chair Stovall** called for a motion.

Motion was made by **Commissioner Jerry Hinton** and seconded by **Commissioner Gladfelter TO APPROVE RESOLUTION NO. 52 ADOPTING BUDGET AND MAKING APPROPRIATIONS OF THE GRESHAM REDEVELOPMENT COMMISSION OF GRESHAM, OREGON FOR FISCAL YEAR 2023/24, INCLUDING THE DECLARATION OF TAX INCREMENT AUTHORIZING THE COLLECTION OF TAX INCREMENT REVENUES. THE BUDGET IS ADOPTED IN THE AGGREGATE AMOUNT OF \$18,827,000.**

**Chair Stovall** called for the vote.

The motion passed as follows:

Commission Chair Travis Stovall	YES
Commission Vice Chair Dina DiNucci	YES
Commissioner Janine Gladfelter	YES
Commissioner Acting Chair Jerry Hinton	YES
Commissioner Sue Piazza	YES
Commissioner Vincent Jones-Dixon	ABSENT

**Chair Stovall** thanked Ms. McCann, her team, and the Budget Committee for the Commission.

## **E. COMMISSION BUSINESS**

### **1. SUNRISE SITE/ROCKWOOD B188: DEVELOPMENT UPDATE**

Staff will be presenting an update on the development activities related to the Sunrise Site for review and discussion, including refinements to the project program and site plan.

**Brian Monberg**, Gresham Redevelopment Commission Executive Director introduced the HMS team and partners who presented the staff report. Guest speakers included: Kerry Hughes with HMS, Alex Yale with YBA architects, Bill Hart with Hart Development and Joe McFerrin II with Portland Opportunities Industrialization Center. (POIC)  
(Power Point presentation attached as Exhibit A.)

**Commissioner Jerry Hinton** asked about POIC historical statistics regarding postgraduates.

**Mr. McFerrin** stated they do not formally track their students beyond high school. He acknowledged their success has been huge and the students that come to their school statistically are in and out of the justice system or live in a life of poverty. Funding has made it difficult to sustain tracking after they leave the program. He noted, they provide education, violence prevention and workforce development. Caps on the administrative rate has made it difficult to build the kind of infrastructure necessary to have long term tracking.

**Commissioner Hinton** asked what is the ratio of single-family parents and what is the ratio of those who actually graduate?

**Mr. McFerrin** said around three quarters are from single-family parents and roughly 85 percent graduate.

**Commissioner Hinton** thanked **Mr. McFerrin** for being a safety net for the students and their services. He noted he loves the ownership idea for housing in option A of the presentation. He fears by creating all the workforce housing units, we're creating some level of projects and we don't necessarily need more of those types of housing.

**Mr. Hughes** explained the average unit size would be 1,600 to 1,700 square feet for the sale of the townhomes. He said we would want to ask the commission if this location is good for housing 15 units. He acknowledged there would need to be a significant subsidy to make the economics work to sell at an affordable level. The estimated cost is \$550,00 to \$600,000 per unit to construct today. The goal is to work with the GRDC to focus on middle-income housing.

**Commissioner Hinton** asked what is the average square footage for the other housing options?

**Mr. Hughes** said the average square footage is 600 square feet for the studio and one-bedroom apartments. He explained, it's not set in stone and the sizes can be changed.

**Commissioner DiNucci** said POIC takes on people the police sometimes couldn't outreach effectively and she's happy the new plans is facilitating more opportunities. She explained the whole long-term vision of Rockwood was an understanding that it's a community that is rich in diversity and culture, with the opportunity for Rockwood to thrive economically as well as a place to come experience things related to the diversity and the richness of the community. She believes there are some real opportunities to feed off what has been started at the market mall and how we connect more culturally diverse opportunities can exist. The commissioner likes the idea of continuing to focus on what Rockwood has to offer versus bringing in corporate businesses. She likes option 3 regarding the new site plans because of how the retail continues throughout the site along Burnside Street.

**Commissioner Gladfelter** likes the home ownership piece but understands it might not be the best location. She asked if there's a way to understand the right housing fit for the community needs and how do we help people get into a home ownership position. Regarding store fronts, she wanted to make sure we're thinking globally. The more people we bring in here, it's going to help support the market hall and the rest of the community. She thanked everyone for the work they are doing.

**Commissioner Hinton** asked about the total square footage of the whole site.

**Mr. Hughes** said the whole site is approximately two acres or about 90,000 square feet.

**Commissioner Hinton** asked if an option without housing was ever brought up.

**Mr. Hughes** stated the RFP suggested housing.

**Commissioner Hinton** is not keen on that many units and said the \$500,000 to \$600,000 a piece for condos is never going to go anywhere.

**Commissioner Piazza** asked if they looked into changing the square footage of the townhomes from 1600 square feet to 900 to 1,500 square feet with multiple sizes to get more units in there.

**Mr. Yale** said they did investigate it and there's a lot of flexibility in terms of average sizes of options B & C apartment style homes. We have the option to change the sizes of the for-sale homes, but it's quite a bit tricky in terms of the way they would work structurally. Being so close to the transit power lines and how busy Burnside Street is, and the need for car access would make it challenging.



**Commissioner Piazza** believes home ownership is extremely important, but she doesn't see us selling a \$600,000 plus condo in Rockwood any time in the near future. She asked if the proposed height of the buildings is based on what the city allows?

**Mr. Yale** noted they could build taller. The height we're proposing for the housing is specifically based on the max on this site for the density of 80 or so units. POIC building is based on the program needs.

**Commissioner Piazza** asked about how much the rental cost would be for the 600 square foot units?

**Mr. Hughes** said the average rental cost would be around \$1560 per month based on their market study from the Concorde Group.

**Commissioner Piazza** acknowledged that POIC and Rosemary Anderson is a phenomenal program. She has nothing against the programs but is not sure that it's the proper use for redevelopment funds to put a school on the property because the school is taking up so much room, you have less ability for retail, homes, and rentals. She asks if they looked at doing the project without the school participation.

**Mr. Hughes** said they have not, and that POIC was an anchor tenant and partner in the project.

**Commissioner Piazza** believes home ownership and retail space are important to redevelop this area. She doesn't want to do what we seemingly have done with the market hall where we asked people what they wanted, and we put it in, and people are not supporting it. She hopes they do a broader course of study to see who would want to come in there and who is viable in there. We don't have enough police and fire for the number of studios you want to place there. We don't have enough home ownership in Rockwood.

**Commissioner Jones Dixon** is in support of option A. He would love to hear what options are out there for funding home ownership/rental opportunities like low-income housing tax credits if its possible and connecting with other community partners. He would love to hear more from POIC and he's supportive of them being on campus after learning more about their programing and their future. He's looking forward to POIC having a permanent home.

**Chair Stovall** thanked everyone for their hard work and is absolutely, wholeheartedly supportive of everything that's happening here. He believes workforce development is one of the foundational components of what we need to be able to do as a community. POIC and Rosemary Anderson is a long-time customer of a company that he's principal in, that represents 5% of our revenues. He made that known so everybody knows that were all transparent. He's a huge fan of any organization that takes some of our most challenging students and allows them the opportunity to graduate and find jobs and opportunities that furthers their ability to go from poverty to prosperity. He acknowledges **Ben Andrews** in the audience and said (SEI), Play Grow Learn, who are examples of a comprehensive ecosystem that we need support and are all doing great work. The proximity to the Max station is critical because transportation and access to childcare is critical from going from poverty to prosperity. From a housing perspective, he's in support of apartment concepts. We have a perception of folks who live around multi-family solutions, but he doesn't think the perception is always correct. He concluded by saying it's critical we have the right mix with what the market will bear, and the market will tell us if we get it right. He is ready to move forward in the process and asks Mr. Monberg for direction for the next steps in the development process.

**Mr. Monberg** explained the next steps is to work on additional engagement over the course of the summer and from the feedback we heard today, the project team will be refining concepts and put together the terms of the transaction in what the public incentives and the investment of the Gresham Redevelopment Commission would be relative to the finances it takes to build all of this. This fall we will ask the commission for a decision on a draft term sheet along with a preferred option, and after the commission decision, we would proceed efficiently as possible towards a development agreement that will stipulate the terms towards getting the project to full construction.

**Chair Stovall** is looking forward to hearing more about the community engagement and seeing how it all comes together.

**Mr. Monberg** noted there's was an additional agenda item identified as part of the Commission Business today, but today's meeting has run out of time because of the Council work session that starts at 4:00 P.M. He asked if we could move the agenda item to our July commission meeting.

**Chair Stovall** asked Kevin McConnell, City Attorney if we can postpone that agenda item.

**Mr. McConnell** believes it's the appropriate thing to do, if there is no objection, we can move the agenda item to another scheduled meeting.

**Chari Stovall** asked for any objection. Not hearing any, the agenda item has been moved to a future scheduled commission meeting.

**F. COMMISSION MEASURES AND PROPOSALS**

**G. ADJOURNMENT OF MEETING**

Hearing no further business, Chair Stovall adjourned the meeting at 3:45 P.M.

/S/ Travis Stovall  
\_\_\_\_\_  
TRAVIS STOVALL  
CHAIR

Respectfully submitted,

/s/ Johntae Ivory  
\_\_\_\_\_  
Johntae Ivory  
Recording Secretary

# GRESHAM

## REDEVELOPMENT COMMISSION

### AGENDA ITEM TYPE: DECISION

---

#### Award to Private Business: Demolition of 18801 and 18901 E Burnside

---

Meeting Date: July 18, 2023

Agenda Item Number: C-2

---

#### REQUESTED COMMISSION ACTION

Move to award a bid to LOI Environmental & Demolitions Services in the amount of \$208,153 plus a standard 10% contingency for the demolition of buildings at 18801 and 18901 E Burnside and authorize the Director to negotiate and execute the contract.

---

#### PUBLIC PURPOSE AND COMMUNITY OUTCOME

The buildings at 18801 and 18901 E Burnside are at the end of their effective building life and are currently vacant. The structures are unsafe from many perspectives and demolishing the buildings will serve to improve the area, make safe the public and property, remove the attractive nuisance that now exists, and eliminate resource-demanding facilities from the Commission's inventory.

Demolition of the buildings will ensure quality redevelopment in the Rockwood Town Center as well as contribute to the long-term vitality of the Rockwood neighborhood. This supports the following goals of the Rockwood-West Gresham Renewal Plan: Goal 2, "Improve Rockwood Town Center"; and Goal 8, "Promote Quality Development."

---

#### BACKGROUND

Located in the heart of the Rockwood neighborhood, the Gresham Redevelopment Commission purchased 18801 and 18901 E Burnside (collectively, "the site") in 2016. Both properties have functioned as commercial restaurants in the past. 18801 E Burnside has been operated as a family restaurant ("Asia Kitchen") for the last several decades. 18901 E Burnside operated as a community center ("Sunrise Center") with a kitchen since 2016; prior to that it operated as a commercial restaurant. Both properties are currently vacant.

Both properties were purchased by the Commission in 2016 with the intent for future redevelopment. While the properties had leases with tenants until spring of 2023, the current state of the buildings would require significant capital investment to continue any short-term occupancy. Staff has concluded that demolition is the best option for these properties.

To identify a contractor to perform the building demolition work, City staff advertised an Invitation to Bid (ITB) in the Oregon Daily Journal of Commerce. A pre-bid site walk was conducted on June 15, 2023 with 12 prospective contractors in attendance. The City received four well-qualified proposals from the following contractors on July 10, 2023: Elder Demolition (\$209,296);

3 Kings Environmental (\$201,980); Konell Construction (\$233,724) and LOI Environmental & Demolition Services (\$208,153). The lowest complete bid from the process is from LOI Environmental & Demolition Services. The firm has worked in the industry for decades and has performed demolition services throughout the state of Oregon.

The proposed contract is to conduct asbestos abatement, demolition, and at-grade leveling of the site. The scope of work includes maximum recycling/landfill diversion of building materials.

---

## **RECOMMENDATION and ALTERNATIVES**

### **Recommendation:**

Staff recommends the Commission move to award a bid to LOI Environmental & Demolition Services in the amount of \$208,153 plus a standard 10% contingency for the demolition of buildings at 18801 and 18901 E Burnside and authorize the Director to negotiate and execute the contract.

### **Alternatives:**

The Commission may choose not to award a contract to demolish the buildings and re-issue an Invitation to Bid.

### **No Action:**

If the Commission does nothing, the buildings will continue to deteriorate and become more hazardous. This option decreases public safety while increasing both actual and perceived urban decay.

---

## **BUDGET / FINANCIAL IMPACT**

The funds for the demolition of the buildings are appropriated in the Urban Renewal Capital Improvement Program, project CIPUR00004.

---

## **PUBLIC INVOLVEMENT**

This invitation was published in the Daily Journal of Commerce and posted to the City's website in order to openly solicit interest from the trades and demolition contractor community. A mandatory pre-bid walk through was held on Thursday, June 15, 2023.

---

## **NEXT STEPS**

1. Staff issues the notice to proceed
  2. Staff finalizes contract
  3. Director executes contract
  4. Staff issues notice to proceed
  5. Contractor delivers substantial completion of project by end of October 30, 2023
- 

## **ATTACHMENTS**

Attachment A: Map of properties

---

## **FROM**

Brian Monberg, GRDC Executive Director

---

## **REVIEWED THROUGH**

Sharron Monohon, Budget and Finance Director  
Rachelle Perry, Procurement Specialist

Eric Schmidt, Assistant City Manager  
Jesse Wicker, Facilities Coordinator

---

**FOR MORE INFORMATION**

Staff Contact: Brian Monberg

Telephone: 503-618-2418

Staff E-Mail: [Brian.Monberg@GreshamOregon.gov](mailto:Brian.Monberg@GreshamOregon.gov)

Website: [www.GreshamOregon.gov/UrbanRenewal](http://www.GreshamOregon.gov/UrbanRenewal)

Attachment A: Map of properties



# GRESHAM

## REDEVELOPMENT COMMISSION

### AGENDA ITEM TYPE: DECISION

---

#### Approval of Property Acquisition: 18428-18432 E Burnside

---

Meeting Date: July 18, 2023

Agenda Item Number: E-1

---

#### REQUESTED COMMISSION ACTION

Move to approve the purchase of 18428-18432 E Burnside for \$2,000,000.

---

#### PUBLIC PURPOSE AND COMMUNITY OUTCOME

Purchase of this property will ensure quality redevelopment in the Rockwood Town Center and compliment redevelopment of the adjacent Rockwood Rising Catalyst Site, as well as contribute to the long-term vitality of the Rockwood neighborhood. The proposed acquisition supports the following goals of the Rockwood-West Gresham Renewal Plan: Goal 2, "Improve Rockwood Town Center"; and Goal 8, "Promote Quality Development."

---

#### BACKGROUND

The parcel under consideration for purchase by Gresham Redevelopment Commission (GRDC) is strategically located in the Rockwood Town Center. This parcel (property ID R209773) is comprised of three addresses: 18428, 18430, 18432 E Burnside. It is approximately 0.6 acres in size and adjacent to the Downtown Rockwood Development and the future B188 redevelopment site. GRDC ownership of the site would ensure that the site is redeveloped in the future in a manner consistent with the goals of the Urban Renewal Plan and the GRDC.

The property is currently privately owned, and while not on the market, the seller is willing to sell the property to the GRDC. A Purchase and Sale Agreement (PSA) was agreed to on May 5, 2023, and staff subsequently proceeded with due diligence. There are currently three businesses located on the property with active leases. Staff recommends continuing the leases in the near future until the site is ready for redevelopment. Dunn Carney LLP has represented the GRDC as legal counsel in this transaction.

#### Terms of the Transaction:

Following negotiations between the Seller and the GRDC, a Purchase and Sale Agreement (PSA) was executed on May 5, 2023. The terms of the PSA include:

- Purchase price: \$2,000,000
- Earnest money: \$50,000, applicable to purchase price and refundable if Buyer terminates the Agreement before closing;
- Property includes existing lease agreement with Classic Heat, Credit YES and Genesis Homes;
- Buyer Approval: Purchase must be approved by the GRDC before closing;

- Condition of the Property: As-is, subject to approval by the Buyer (the GRDC) as a result of its due diligence investigations.

### **Due Diligence**

Staff coordinated the following due diligence activities:

- **Title Report:** GRDC staff and CAO reviewed the preliminary Title Report and determined that there are no significant issues related to the Title.
- **Appraisal:** Zell & Associates completed an appraisal of the market value of the property, which concluded the value to be \$1,820,000, which is lower than the agreed purchase price but within 10% of the price agreed to in the PSA. Staff is satisfied that the purchase price reflects a good investment to secure a property in the Rockwood triangle that is not currently on the market.
- **Phase I Environmental Site Assessment:** Hahn and Associates, Inc. completed a Phase I Environmental Site Assessment summarizing environmental records for the site. No significant issues were identified, and a Phase II investigation was not deemed necessary.
- **Building Inspection:** Terracon Consultants, Inc. did a physical inspection of the building structure, foundation, building envelope, and mechanical, electrical, and plumbing systems, and found no significant issues with the building systems other than minor repairs.

In the course of this research, staff identified no significant impediments to acquisition of the site.

### **Future Redevelopment**

In the future and at the direction of the GRDC, staff could develop a plan for redevelopment of the site. This plan would include uses that would complement the Central Rockwood Plan, Downtown Rockwood, the future B188 development and further the goals of the GRDC, as well as identifying potential development strategies, financing tools, and partnerships that could support a project on the site.

---

## **RECOMMENDATION and ALTERNATIVES**

Recommendation: Move to approve the purchase of 18428-18432 E Burnside for \$2,000,000.

Alternatives: GRDC options include directing staff not to proceed with the acquisition.

---

## **BUDGET / FINANCIAL IMPACT**

Funding for this acquisition is budgeted for in the Urban Renewal Capital Improvement Program (CIPUR00006).

---

## **PUBLIC INVOLVEMENT**

This transaction has been a confidential real estate negotiation with a willing seller for a property not currently on the market.

---

## **NEXT STEPS**

Staff will work closely with the City Attorney's Office, Dunn Carney LLP, and the Budget and Finance Department to complete the purchase of the property. Closing will be scheduled according to the terms of the Purchase and Sale Agreement.

---

## **ATTACHMENTS**

Attachment A: Purchase and Sale Agreement

---



**FROM**

Brian Monberg, GRDC Executive Director

---

**REVIEWED THROUGH**

Sharron Monohon, Budget and Finance Director  
Eric Schmidt, Assistant City Manager

---

**FOR MORE INFORMATION**

Staff Contact: Brian Monberg

Telephone: 503-618-2418

Staff E-Mail: [Brian.Monberg@GreshamOregon.gov](mailto:Brian.Monberg@GreshamOregon.gov)

Website: [www.GreshamOregon.gov/UrbanRenewal](http://www.GreshamOregon.gov/UrbanRenewal)

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and between William Hargrave, as Seller, ("Seller") and the Gresham Redevelopment Commission, a public body corporate and politic ("Gresham" or "Buyer").

### RECITALS

- A. Seller is the owner of certain real property located at 18428-18432 E Burnside Road, Gresham, Oregon 97233 and more particularly described on the attached Exhibit A attached hereto and incorporated by reference (the "Property").
- B. Gresham desires to purchase from Seller, and Seller desires to sell and convey to Gresham, all right, title and interest in the Property, on the terms and conditions set forth in this Agreement.
- C. The terms of this Agreement are as follows:

### TERMS

**1. Purchase and Sale.** The Seller agrees to sell the Property to the Buyer, and the Buyer agrees to purchase from the Seller, under the terms and conditions set forth in this Agreement. The Property consists of the land described in the attached Exhibit A and all easements, rights or interests appurtenant to the land, and all the improvements currently situated on the land.

**2. Purchase Price.** The Purchase Price for the Property is TWO MILLION and no/100ths DOLLARS (\$2,000,000.00), payable as follows:

2.1. Earnest Money Deposit. Within ten (10) days after execution of this Agreement, Gresham shall deposit into escrow at Fidelity National Title Company, 900 SW 5<sup>th</sup> Avenue, Portland, OR 97204 (the "Title Company") a Promissory Note in the form attached hereto as Exhibit B for the sum of \$50,000.00, which Note shall serve as the Earnest Money Deposit (the "Earnest Money"). Upon Buyer's approval of the Property, Title Review, and all other Due Diligence and Inspections as defined below, Buyer will convert Note to cash and the deposit shall become Non-Refundable. The Earnest Money Deposit shall be placed in an interest-bearing account and the Deposit and all accrued interest shall be credited toward the Purchase Price at Closing.

2.2. Balance of Purchase Price. On or before the Closing Date (as hereafter defined), Gresham shall deposit into escrow with the Title Company the balance of the Purchase Price.

**3. Closing.** Seller shall deliver sole and exclusive possession of the Property subject to the existing leases with Classic Heat, Credit YES, and Genesis Homes (the "Tenancies") at Closing. Closing shall occur on or before the date that is thirty (30) days following the expiration of the Due Diligence Period during which all conditions set forth in Section 6, except Section 6.1.2, that are to be fulfilled or waived on or before the expiration of the Due Diligence Period have been fulfilled or waived as set forth therein (the Closing Date). The Due Diligence Period shall be no more than sixty (60) days following the Effective Date of this Agreement.

**4. Gresham's Title Review.**

4.1. Title Report: Unacceptable Exceptions. Seller shall provide a preliminary title report on the Property from the Title Company, along with legible copies of all plats and exceptions documents referenced in such report (the "Title Report"). Gresham will have seven (7) days following receipt of Title

BM  
[Signature]

Report to review the Title Report and give Seller written notice of the exceptions listed in the Title Report that are unacceptable to Gresham (the "Unacceptable Exceptions"). Mortgages, delinquent taxes, or other financial obligations secured by the Property are automatically deemed Unacceptable Exceptions. If Gresham notifies Seller of any Unacceptable Exceptions, Seller will thereafter have seven (7) days to give Gresham written notice that Seller will remove the Unacceptable Exceptions from title to the Property prior to Closing (at Seller's sole cost and expense) or that Seller will not remove the Unacceptable Exceptions. Seller's failure to deliver such notice shall be deemed to mean that Seller will remove the Unacceptable Exceptions. If Seller elects not to remove any of the Unacceptable Exceptions and Gresham is not then satisfied with the condition of title, Gresham may elect to terminate this Agreement, in which event the Earnest Money shall be returned to Gresham.

4.2. Failure to Deliver Clean Title at Closing. If Seller fails to eliminate any Unacceptable Exception by the Closing Date, then Gresham may, without limiting any of its otherwise available remedies, elect to either (a) accept title to the Property subject to such exceptions, (b) refuse to accept the Property and terminate this Agreement, in which case the Earnest Money shall be refunded to Gresham, or (c) extend the Closing Date for a period of forty-five (45) days to provide Seller with additional time to remove such exceptions. If Gresham elects option (c) and at the end of the 45-day period such exceptions have not been removed, Gresham may then elect to proceed in accordance with either option (a) or (b) described above. To the extent that an Unacceptable Exception is a monetary lien or financial obligation secured by the Property, the Title Company is hereby directed to pay off such lien or obligation to the extent that it can be satisfied by application of all or a portion of the Purchase Price delivered into escrow by Gresham at Closing.

4.3. Permitted Exceptions. All exceptions other than the Unacceptable Exceptions shall be deemed acceptable to Gresham (the "Permitted Exceptions"); provided, however, that in no event will mortgages, delinquent taxes, or other financial obligations secured by the Property be deemed Permitted Exceptions. Should the Title Company inform Gresham of any new title exceptions not appearing on the initial Title Report, such new exceptions shall be deemed Unacceptable Exceptions, unless specifically accepted in writing by Gresham.

## 5. Gresham's Due Diligence and Inspections.

5.1. Seller's Delivery of Documents. Within five (5) days after the Effective Date, Seller shall deliver to Gresham any and all material information and documentation in Seller's possession or control pertaining to the Property (the "Due Diligence Documents"). The Due Diligence Documents include (without limitation) but are not limited to copies of (a) all environmental data, studies, analyses, and reports relating to the Property or any neighboring property, (b) any existing survey of the Property, (c) any existing leases, boundary agreements, road maintenance agreements, or other contracts relating to all or a portion of the Property, (d) all topographical, geotechnical, wetlands, soils, and groundwater reports, or any other professional reports relating to the Property, (e) any well logs or water right certificates or permits relating to the Property, (f) copies of any government permits, land use approvals or conditions, easements, encroachment permits, deed restrictions, or zoning restrictions affecting the Property, and (g) copies of any operating expense reports relating to the Property. If Seller is aware of the existence of any material information or documentation pertaining to the Property that is not in Seller's possession or control, Seller shall notify Gresham of the existence of such information within five (5) days after the Effective Date or two (2) business days after learning of such information. Notwithstanding any other provision in this Agreement, should Seller fail to timely provide Gresham with any Due Diligence Documents, Buyer shall have seven (7) calendar days to review any newly provided material, information, or documentation provided by Seller to Buyer if provided less than seven (7) days prior to the end of the Due Diligence Period or less than seven (7) days prior to the Closing Date, and Gresham may, at Gresham's sole discretion, extend the Due Diligence Period or the Closing Date at no cost for a

period not to exceed twenty (20) days so that Gresham may have adequate time to further review and address the content of such additional documentation.

5.2. Property and Environmental Inspections. Gresham and its agents, including but not limited to consultants, surveyors, engineers, home inspectors, appraisers, and other professionals hired by Gresham, shall have the right to access the Property to conduct environmental studies (including Phase I and Phase II Environmental Site Assessments), structural inspections, sewer and septic system sampling, asbestos and lead testing, an ALTA land survey, and any other due diligence Gresham deems necessary or desirable. Seller shall cooperate with Gresham in making such inspections. Gresham and its agents will have the right to enter the Property at reasonable times before Closing to perform such surveys, analyses, studies, appraisals, and other due diligence that Gresham deems necessary or desirable; provided, however, that Gresham shall give Seller twenty-four (24) hours' notice prior to entering any residence located on the Property. Any area disturbed by Gresham's inspections shall be restored by Gresham, at Gresham's sole costs and expense, to substantially its pre-inspection condition. Copies of all written inspections obtained by or on behalf of Gresham shall be promptly provided to Seller.

5.3 Estoppel Certificates. Seller shall use commercially reasonable efforts to deliver to Buyer, at least three (3) days before the Closing Date, a tenant estoppel certificate, reasonably acceptable to Buyer, pertaining to each Lease at the Property in effect as of the Closing Date (each, a "Tenant Estoppel"). Such Tenant Estoppels shall be dated no more than 30 days prior to the Closing Date and shall certify, among other things: (a) that the Lease is unmodified and in full force and effect, or is in full force and effect as modified, and stating the modifications; (b) the amount of the rent and the date to which rent has been paid; (c) the amount of any security deposit held by Seller; and (d) that neither party is in default under the Lease or if a default by either party is claimed, stating the nature of any such claimed default. If Seller has not obtained Tenant Estoppels from all Tenants of the Property, then Seller shall have the right, but not the obligation, to execute and deliver to Buyer a Tenant Estoppel with respect to any such Lease setting forth the information required by this Section 5.3 and confirming the accuracy thereof. Buyer's timely receipt of Tenant Estoppels from all tenants satisfying the foregoing requirements shall be a condition to Buyer's obligation to close this transaction.

## 6. Conditions Precedent to Closing.

6.1. Conditions Precedent to Gresham's Obligations. In addition to any other conditions contained in this Agreement, the conditions set forth in this Section 6.1 must be satisfied prior to Gresham's obligation to acquire the Property. These conditions are intended solely for Gresham's benefit and Gresham has the sole right and discretion to waive, by written notice, any of the conditions. In the event any condition is not satisfied or waived on or before Closing, Gresham will have the right to terminate this Agreement, in which event the Earnest Money shall promptly be returned to Gresham.

6.1.1. Due Diligence and Inspection Results. Gresham must be satisfied, in its sole and absolute discretion, with its review of the Due Diligence Documents and the results of Gresham's inspections of the Property conducted under Sections 5.1 and 5.2 above. If Gresham gives notice to Seller prior to the expiration of the Due Diligence Period that Gresham is not satisfied with the Property due to the results of its due diligence and inspections under Section 5, this Agreement will automatically terminate and the Earnest Money shall be refunded to Gresham unless otherwise agreed to in writing by the Seller and Gresham.

6.1.2. Final Approval. In addition to all other conditions and contingencies, this purchase is subject to the final approval of the Gresham City Council and the governing body of the Gresham Redevelopment Commission prior to Closing. In the event that such approval does not occur, this Agreement will be null and void and have no further force and effect and all Earnest Money shall be

refunded to Gresham. Final approval shall be within 15 days of the expiration of the 60-day Due Diligence Period.

6.1.3. Title. At Closing (a) Seller shall deliver to Gresham a Statutory Warranty Deed conveying fee simple title to the Property to Gresham in accordance with Section 7.1.1, and (b) the Title Company must be committed to issue to Gresham the Title Policy described below in Section 9.

6.1.4. Representations, Warranties, and Covenants of Seller. Seller shall have performed all of its obligations hereunder, and Seller's representations and warranties set forth in this Agreement shall be true, complete, and correct as of the Effective Date and as of the Closing Date.

6.1.5. No Material Changes. At Closing, there shall have been no material adverse changes related to or connected with the Property.

6.1.6. Seller's Deliveries. Seller shall have timely delivered each item to be delivered by Seller pursuant to this Agreement, including (without limitation) the documents and materials described below in Section 7.1.

6.1.7. Removal of Personal Property and Debris. Seller shall have removed or have caused to be removed from the Property, at Seller's sole cost and expense, any and all personal property of Seller not included in the sale and any and all trash, rubbish, or debris.

6.2. Conditions Precedent to Seller's Obligations. Closing and Seller's obligations with respect to the transactions contemplated by this Agreement are subject to Gresham's delivery to the Title Company on or before the Closing Date of (i) the Purchase Price and (ii) the documents and materials described below in Section 7.2.

6.3. Cancellation Fees and Expenses. In the event the escrow terminates because of the failure of any condition for a reason other than the default of Seller under this Agreement, Gresham shall pay the cancellation charges required to be paid to the Title Company. In the event this escrow terminates because of Seller's default, Seller shall pay the cancellation charges required to be paid to the Title Company.

## 7. Deliveries to the Title Company.

7.1. By Seller. On or before the Closing Date, Seller shall deliver the following into escrow with the Title Company:

7.1.1. Deed. A Statutory Warranty Deed (the "Deed"), duly executed and acknowledged in recordable form by Seller, conveying the Property to Gresham free and clear of all liens and encumbrances except the Permitted Exceptions accepted by Gresham pursuant to Section 4 above. The Title Company's usual, preprinted exceptions (typically listed as general exceptions 1 through 5 on the Title Report) shall not be listed as exceptions on the Deed.

7.1.2. Assignment of Leases. An Assignment of Leases substantially in the form attached hereto as Exhibit C with respect to the Tenancies to be assumed by Buyer.

7.1.3. Proof of Authority. Such proof of Seller's authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or Gresham.

7.1.4. Lien Affidavits. Any lien affidavits or mechanic's lien indemnifications and other documents as may be reasonably requested by the Title Company in order to issue the Title

Policy; provided however, Seller shall not be required to furnish any survey other than providing Buyer with a copy of any existing surveys in Seller's possession pursuant to Section 5.

7.1.5. Other Documents. Such other fully executed documents and funds as are required of Seller to close the sale in accordance with this Agreement, including (without limitation) escrow instructions and an affidavit of non-foreign status.

7.2. By Gresham. On or before the Closing Date, Gresham shall deliver the following into escrow with the Title Company.

7.2.1. Purchase Price. The Purchase Price, in accordance with Section 2 above.

7.2.2. Assignment of Leases. An Assignment of Leases substantially in the form attached hereto as Exhibit C with respect to the Tenancies to be assumed by Buyer.

7.2.3. Proof of Authority. Such proof of Gresham's authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or Seller.

7.2.4. Other Documents. Such other fully executed documents and funds as are required of Gresham to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

8. **Deliveries to Gresham at Closing**. At Closing, Seller shall deliver to Gresham (i) exclusive possession of the Property subject to the Tenancies, and (ii) keys to all improvements located on the Property.

9. **Title Insurance**. At Closing, Seller shall cause the Title Company to issue to Gresham an ALTA owner's standard form title insurance policy in the full amount of the Purchase Price, insuring fee simple title vested in Gresham or its nominees, subject only to the Permitted Exceptions as established under Section 4 of this Agreement (the "Title Policy"). Buyer, at its option and its expense, may elect to obtain extended coverage and any endorsements under such policy of title insurance and Seller agrees to execute any affidavits or other documents required by the Title Company to enable Buyer to obtain such coverage.

10. **Closing Costs**. Seller shall pay for the standard Title Policy, one-half of all escrow fees, any real property transfer or excise taxes, all recording charges other than those allocated to Gresham below, and Seller's share of prorations pursuant to Section 11 below. Gresham shall pay the cost of recording the Deed, one-half of all escrow fees, and Gresham's share of prorations pursuant to Section 11 below. Gresham and Seller each shall pay for its own legal and professional fees incurred. All other costs and expenses are to be allocated between Gresham and Seller in accordance with the customary practice in the county where the Property is located.

11. **Prorations and Taxes**.

11.1 Prorations. Any and all state, county, and/or city taxes for the current year, rents, or other income or operating expenses pertaining to the Property will be prorated between Seller and Gresham as of the Closing Date. Rents and other charges arising from existing Tenancies paid for the month of Closing shall be prorated as of the Closing Date based on amounts collected. Seller shall use reasonable efforts to cause any applicable utility meters to be read on the day prior to the Closing Date, and will be responsible for the cost of any utilities used prior to the Closing Date. If applicable, prepaid rents, prepaid common area maintenance charges, reserves, security deposits, and other unearned refundable deposits relating to Tenancies shall be assigned and delivered to Buyer at Closing. If any of the aforesaid prorations cannot be definitely calculated on the Closing Date, then they shall be estimated at Closing

BM  
ell

and definitely calculated as soon after the Closing Date as feasible. Seller shall be responsible for payment of all taxes, interest, and penalties, if any, upon removal of the Property from any special assessment or program.

11.2. Taxes and Assessments. All taxes, assessments, and encumbrances that will be a lien against the Property at Closing shall be satisfied by Seller at Closing. If Seller shall fail to do so, Gresham may pay any such tax, assessment, encumbrance or other charge and deduct an amount equal to any such payment from the Purchase Price.

**12. Seller's Representations and Warranties.** Seller hereby warrants and represents to Gresham the following matters, and acknowledges that they are material inducements to Gresham to enter into this Agreement. Seller agrees to indemnify, defend, and hold Gresham harmless from all expense, loss, liability, damages and claims, including (without limitation) attorney's fees, arising out of the breach or falsity of any of Seller's representations, warranties, and covenants, which indemnity shall survive the Closing. These representations and warranties shall survive Closing. Seller warrants and represents to Gresham that the following matters are true and correct, and will remain true and correct through Closing:

12.1. Authority. Seller has full power and authority to enter into this Agreement (and the persons signing this Agreement for Seller, if Seller is not an individual, have full power and authority to sign for Seller and to bind it to this Agreement) and to sell, transfer and convey all right, title, and interest in and to the Property in accordance with this Agreement. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

12.2. Unrestricted Access. The Property has unrestricted, insurable vehicular access to a public road.

12.3. Hazardous Substances. For purposes of this Agreement, the term "Hazardous Substances" has the meaning defined in and includes those substances set forth in ORS 465.200. Seller warrants and represents as follows:

(a) To Seller's knowledge, there are no Hazardous Substances in, upon, or buried on or beneath the Property and no Hazardous Substances have been emitted or released from the Property in violation of any environmental laws of the federal or state government;

(b) Seller has not brought onto, stored on, buried, used on, emitted or released from, or allowed to be brought onto, stored on, buried, used on, emitted, released from, or produced or disposed of, from, or on the Property, any Hazardous Substances in violation of any environmental laws of the federal or state government;

(c) To Seller's knowledge, no underground storage tanks are located on the Property, including (without limitation) any storage tanks that may have at one time contained any Hazardous Substances;

(d) To Seller's knowledge, the Property is materially in compliance with applicable state and federal environmental standards and requirements affecting it;

(e) Seller has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to the Property;

(f) Seller has not transferred, and to Seller's knowledge no other person has transferred, Hazardous Substances from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements; and

(g) There are no proceedings, administrative actions, or judicial proceedings pending or, to Seller's knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.

12.4. Encroachments. To Seller's knowledge (a) all structures and improvements, including any driveways and accessory structures, are wholly within the lot lines of the Property, (b) no existing building, structure, or improvement of any kind encroaches upon the Property from any adjacent property, and (c) there are no present or past discrepancies or disputes regarding the boundaries of the Property.

12.5. Rights and Contracts Affecting Property. Except for this Agreement, Seller has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusal or options to purchase the Property. Except for those exceptions of record listed on the Title Report, Seller owns the Property in fee, free and clear of all liens, conditions, reservations, mortgages, leases, licenses, easements, prescriptive rights, permits, or other similar encumbrances except the Tenancies. Seller has not sold, transferred, conveyed, or entered into any agreement regarding timber rights, mineral rights, water rights, "air rights", or any other development or other rights or restrictions relating to the Property, and to Seller's knowledge no such rights encumber the Property. There are no service contracts or other agreements pertaining to the Property that will bind the Property or Gresham on or after the Closing.

12.6. Leases: Possession. The leases provided by Seller to Buyer regarding the Tenancies are complete copies of the leases for the Tenancies. There are no outstanding breaches or defaults by Seller or the tenants under the Tenancies or matters which, after notice and an opportunity to cure are provided, could be deemed breaches or defaults. Except for the Tenancies, there are no leases, licenses, or other agreements permitting, nor has Seller entered into any course of conduct that would permit, any person or entity to occupy or use any portion of the Property. Seller shall deliver immediate and exclusive possession of the entire Property to Gresham at Closing, subject to the Tenancies.

12.8. Recitals. The statements and information set forth in the Recitals are true and correct.

12.9. No Legal Proceedings. There is no suit, action, arbitration, judgment, legal, administrative, or other proceeding, claim, lien, or inquiry pending or threatened against the Property or against Seller (nor is there any basis for any such proceeding) that could (a) affect Seller's right or title to the Property, (b) affect the value of the Property, or (c) subject an owner of the Property to liability.

12.10. Mechanic's and Other Liens. No work on the Property has been done or materials provided that would give rise to actual or impending mechanic's liens, private liens, or any other liens, against the Property.

12.11. Public Improvements or Governmental Notices. To Seller's knowledge, there are no intended public improvements which will result in the creation of any liens upon the Property, nor have any notices or other information been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect the Property.

12.12. Breach of Agreements. The execution of this Agreement will not constitute a breach or default under any agreement to which Seller is bound or to which the Property is subject.

BM  
[Signature]



12.13. Bankruptcy Proceedings. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to Seller's knowledge, threatened against Seller, nor are any such proceedings contemplated by Seller.

12.14. Other Costs. Seller acknowledged that the Purchase Price covers all claims and rights of every kind whatsoever. Seller incurs no costs or damages as a result of business interruption, costs of relocation, improvement costs, or other items of a similar or related nature in connection with the acquisition of the Property by Gresham. Seller shall hold harmless, defend and indemnify Gresham for any costs or damages as a result of business interruption, costs of relocation, improvement costs, or other items of a similar or related nature incurred by any lessee of the Seller in connection with the acquisition or development of the property by Gresham.

12.15. PATRIOT Act. Neither Seller nor, to Seller's knowledge, any person having a direct or indirect beneficial interest in Seller (nor any principal, officer, or director of the foregoing), (a) appears on the Specially Designated Nationals and Blocked Person List or similar list prepared or maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and none of the foregoing is a Senior Foreign Political Figure or Prohibited Foreign Shell Bank (as such terms are defined in the PATRIOT Act (Public Law 107-56)), (b) is a person with whom a United States citizen is prohibited from transacting business under any U.S. law, regulation or Executive Order, or (c) is engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in any U.S. anti-money laundering law.

12.16. Changed Conditions. If Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Gresham of those facts and information. If any of the foregoing warranties and representations cease to be true before Closing, Seller shall use its best efforts to remedy the problem, at its sole expense, before Closing. If the problem is not remedied before Closing, Gresham may elect to either: (a) terminate this Agreement, in which case Gresham will have no obligation to purchase the Property and the Earnest Money shall be refunded to Gresham, or (b) extend the Closing Date for a period not to exceed forty-five (45) days or until such problem has been remedied, whichever occurs first. Should Gresham extend the Closing Date and the problem is not remedied within the 45-day timeframe, Gresham may then elect to terminate this Agreement and receive a refund of its Earnest Money; provided, however, that such election will not constitute a waiver of Gresham's rights in regard to any loss or liability suffered as a result of a representation or warranty not being true, nor will it constitute a waiver of any other remedies provided in this Agreement or by law or equity.

**13. Condition of the Property Through Closing.** Seller shall (a) maintain the Property in substantially the same condition as it was on the Effective Date, with no tree cutting, timber harvesting, or alteration of the Property in any way, (b) keep all existing insurance policies affecting the Property in full force and effect, (c) make all regular payments of interest and principal on any existing financing, (d) pay all real property taxes and assessments against the Property prior to delinquency, (e) comply with all government regulations, and (f) keep Gresham timely advised of any repair or improvement required to keep the Property in substantially the same condition as it was on the Effective Date; provided however that Buyer's sole remedy for Seller's failure to pay regular payments of interest and principal on any existing financing shall be to have such amounts deducted from amounts otherwise payable to Seller at closing; further provided that if the net proceeds at closing are insufficient to achieve satisfaction of any mortgages pursuant to the loan documents or other agreements between the Seller and their lender(s), then Seller shall deposit such additional sums as may be necessary at time of closing in order to achieve satisfaction of said existing mortgages.

**14. Gresham's Representations and Warranties.** In addition to any express agreements of Gresham contained herein, the following constitute representations and warranties of Gresham to Seller:

(a) Subject to the conditions stated herein, Gresham has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein;

(b) Subject to the conditions stated herein, all requisite action has been taken by Gresham in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein; and

(c) Subject to the conditions stated herein, the persons executing this Agreement and the instruments referred to herein on behalf of Gresham have the legal power, right, and actual authority to bind Gresham to the terms and conditions of this Agreement.

## 15. Legal and Equitable Enforcement of This Agreement

15.1. Default by Seller. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Seller, Gresham shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, including the Earnest Money, and will have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

15.2. Default by Gresham. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Gresham, Gresham and Seller agree that it would be impractical and extremely difficult to estimate the damages that Seller may suffer. Therefore, Gresham and Seller agree that a reasonable estimate of the total net detriment that Seller would suffer in the event that Gresham defaults and fails to complete the purchase of the Property is and will be an amount equal to the Earnest Money. This amount shall be Seller's sole and exclusive remedy (whether at law or in equity), and the full, agreed, and liquidated damages for the breach of this Agreement by Gresham. The payment of said amount as liquidated damages is not intended as a forfeiture or penalty. All other claims to damage or other remedies are hereby expressly waived by Seller. Upon a termination due to a default by Gresham, this Agreement will terminate and except as set forth in this section, neither party will have any further rights or obligations hereunder or to one another.

16. **Risk of Loss, Condemnation.** Seller bears the risk of all loss or damage to the Property from all causes, through the Closing Date. If, before the Closing Date, all or any part of the Property is damaged, destroyed, condemned, or threatened with condemnation, Seller shall give Gresham written notice of such event. Gresham may terminate this Agreement by giving written notice to Seller within fifteen (15) days following receipt by Gresham of written notice from Seller of such casualty or condemnation and the Title Company shall return the Earnest Money to Gresham. If Gresham elects not to terminate the Agreement, Seller shall assign to Buyer at Closing Seller's entire right, title and interest in the taking award or casualty insurance proceeds attributable to the portion of the Property taken or destroyed, as the case may be.

17. **Notices.** All notices required or permitted to be given must be in writing to the address set forth below and shall be given by (a) personal delivery, (b) United States Mail, postage prepaid, return receipt requested, or (c) a nationally recognized overnight courier service. All such notices shall be deemed given (x) upon personal service, (y) three (3) days after deposit in the United States Mail, postage prepaid, return receipt requested, or (z) one (1) business day after deposit with a nationally recognized overnight courier service.

To Seller: William Hargrave  
P.O. Box 5733  
Portland, OR 97228

BM  
llll

To Gresham: Gresham Redevelopment Commission  
1333 NW Eastman Parkway  
Gresham, OR 97030  
Attn: Brian Monberg

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manners set forth above will be effective when received by the party for whom it is intended. Telephone, email, and fax numbers are for information only.

**18. Broker Commissions.** Seller agrees to pay a commission of three percent (3%) of the sales price at Closing to NBS Real Estate Consulting, 4949 Meadows Road, Suite 490 Lake Oswego, OR 97035, which represents Gresham in this transaction. The parties have not engaged the services of any other real estate brokers to represent either party in connection with this Agreement and the transaction contemplated by this Agreement. Buyer and Seller warrant that, other than as set forth above, any commissions due to brokers as a result of this Agreement or the transaction contemplated by this Agreement shall be paid by the party engaging the party's broker. In the event any person or entity asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, then that party shall indemnify, hold harmless, and defend the other party from and against any such claim if based on any action, agreement, or representations made by Seller; and Gresham shall indemnify, hold harmless, and defend Seller from and against any such claim if based on any action, agreement, or representations made by Gresham.

**19. Further Actions of Gresham and Seller.** Gresham and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and both parties shall use their best efforts to accomplish Closing in accordance with the provisions hereof.

**20. Accommodating a 1031 Exchange.** If Seller desires to transfer the Property through an exchange transaction under Section 1031 of the Internal Revenue Code, Gresham will cooperate in such exchange as long as (a) such cooperation is at the sole expense of Seller, (b) Gresham assumes no additional risk or liability or loses any remedies or rights due to the exchange transaction, (c) the Closing is not delayed more than thirty (30) days as a result of the exchange, (d) Seller delivers title as agreed directly to Gresham, and (e) Gresham is not obligated to take title to any additional property. Seller shall indemnify, protect, hold harmless, and defend Gresham from and against any and all claims, damages, costs, liabilities, losses, and expenses (including reasonable attorney fees) arising out of the exchange transaction. This indemnity shall survive Closing.

**21. Miscellaneous.**

21.2. Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance is, to any extent, found invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

21.3. Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

21.4. Survival of Representations. The covenants, agreements, representations, and warranties made herein shall survive Closing and will not merge into the Deed.

21.5. Successors and Assigns. This Agreement will be binding on and will inure to the benefit of the successors and assigns of the parties to it. Gresham may assign all or any portion of its interest in this Agreement without the consent of Seller. If an assignee assumes all the obligations of Gresham hereunder, then Gresham shall have no further liability with respect to this Agreement.

21.6. Representation. This Agreement was prepared by Gresham. Seller represents that Seller had an opportunity to consult with its own legal counsel prior to executing this Agreement. Seller waives any claim that any term or condition herein should be construed against the drafter of the Agreement. This Agreement shall be construed as if it had been prepared by both parties.

21.7. Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Agreement and supersedes all prior understandings with respect to it. This Agreement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

21.8. Time of Essence. Seller and Gresham hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision contained in this Agreement. Unless otherwise specified herein, in computing any period of time described in this Agreement, whenever a date for an action required to be performed falls on a Saturday, Sunday, or a state or federal holiday, then such date shall be extended to the following business day.

21.9. Recitals. The statements and information set forth in the Recitals are hereby incorporated as if fully set forth herein and shall be used for the purposes of interpreting this Agreement.

21.10. Governing Law. The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement is governed by and should be interpreted in accordance with the laws of the state of Oregon.

21.11. Execution. The facsimile and/or electronic mail transmission of any signed document including this Agreement shall be the same as delivery of an original, and digital signatures shall be valid and binding. At the request of either party, the party delivering a document by facsimile and/or electronic mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between them.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT,

BM  
*[Handwritten signature]*

THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424. OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855 OREGON LAWS 2009, AND SECTIONS 2 TO 7 CHAPTER 8 OREGON LAWS 2010.

This Agreement shall not be effective unless and until it is executed by Seller and Gresham.

*[signatures on next page]*

BM  
*[Handwritten signature]*

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature specified below.

BUYER:

GRESHAM REDEVELOPMENT COMMISSION

By: 

Print Name: Brian Monberg

Title: Executive Director

Date: 5/5/2023

Kevin R.  
McConnell

Digitally signed by Kevin  
R. McConnell  
Date: 2023.05.05  
10:34:43 -07'00'

Approved as to Form

SELLER:



William Hargrave

Date: 5/2/23



EXHIBIT A

**Legal Description**

A tract of land in Section 32, Township 1 North, Range 3 East of the Willamette Meridian, being parts of Blocks 3 and 4, LUMSDEN, as originally platted, and also part of Vacated SE Short Street, as vacated by County Order 1747 on August 8, 1950, in the City of Gresham, County of Multnomah and State of Oregon, described as follows, to-wit:

Commencing at the Southeast corner of said Section 32, thence South  $89^{\circ}50'30''$  East along the South line of said Block 4, which is also the North line of Se Pine Street, a distance of 36.11 feet to the True point of Beginning of the Tract to be described herein' thence North  $0^{\circ}34'30''$  West parallel to the West line of said Blocks 3 and 4 to a point in the South line of E. Burnside Street, a county road; thence Southeasterly along the South line of said E. Burnside Street to a point which is East 136.11 feet from the West line of Blocks 3 and 4 when measured at right angles thereto; thence South  $0^{\circ}34'30''$  East parallel to the West line of said Blocks 3 and 4 to a point in the North line of SE Pine Street; thence North  $89^{\circ}52'30''$  West along the North line of said SE Pine Street 100 feet to the True Point of Beginning.

BM  
AA

**EXHIBIT B**

**EARNEST MONEY PROMISSORY NOTE**

\$50,000.00

\_\_\_\_\_, 2023

For value received, Gresham Redevelopment Commission, a public body corporate and politic ("Maker"), hereby promises to pay to the order of Fidelity National Title Insurance Co. ("Payee"), the principal sum of Fifty Thousand and NO/100ths Dollars (\$50,000.00) at such times and in such amounts as set forth in that certain agreement, executed by Maker, as buyer, and William Hargrave, as seller, dated as of \_\_\_\_\_, 2023 (the "Agreement"). Maker shall be entitled to repay this Earnest Money Promissory Note (this "Note") in whole or in part at any time without penalty or premium.

In the event Maker does not pay this Note in full when due, then the unpaid principal balance shall bear interest at the rate of nine percent (9.0%), compounding annually.

This Note, and its validity, enforcement and interpretation, shall be governed by the laws of the State of Oregon, without regarding to any principles of conflicts of law.

This Note may be changed, amended or modified only by a writing expressly intended for such purpose and executed by the party against whom enforcement of the change, amendment or modification is sought.

**MAKER:**

GRESHAM REDEVELOPMENT COMMISSION,  
a public body corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Bm*  
*not*



losses, damages, costs and expenses (including attorneys' fees) arising out of or resulting from any act or omission committed or alleged to have been committed by Assignee, its heirs, personal representatives, successors and assigns, as Lessor under the Leases, including without limitation any breach or default committed or alleged to have been committed by the Lessor under the Leases, on or after the Effective Date.

6. Successors and Assigns. This Assignment, and each and every provision hereof, shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

7. Governing Law. This Assignment shall be construed and interpreted and the rights and obligations of the parties hereto determined in accordance with the laws of the state where the Property is located.

8. Headings and Captions. The headings and captions of the paragraphs of this Assignment are for convenience and reference only and in no way define, describe or limit the scope or intent of this Assignment or any of the provisions hereof.

9. Gender and Number. As used in this Assignment, the neuter shall include the feminine and masculine, the singular shall include the plural and the plural shall include the singular, as the context may require.

10. Multiple Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Assignment or with respect to any dispute relating to this Assignment, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the respective dates set opposite their signatures below, but this Assignment on behalf of such party shall be deemed to have been dated as of the date first above written.

ASSIGNOR:

  
William Hargrave

ASSIGNEE:

GRESHAM REDEVELOPMENT COMMISSION,  
a public body corporate and politic

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT C

### ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES (this "Assignment") is made and entered into as of \_\_\_\_\_, 2023 by and between William Hargrave ("Assignor"), and Gresham Redevelopment Commission, a public body corporate and politic ("Assignee").

#### RECITALS

This Assignment is entered into on the basis of and with respect to the following facts, agreements and understandings:

A. Assignor, as "Lessor," entered into certain Leases, pursuant to which Lessor leased to certain Lessees certain portions to the real property in Gresham, Oregon (the "Premises"), more particularly described on Exhibit A, attached hereto and made part hereof by this reference (the "Property"). Said Leases are described on Exhibit B and are hereinafter referred to as the "Leases."

B. By an instrument dated of even date herewith and recorded prior to this instrument, Assignor sold and conveyed its fee interest in and to the Property to Assignee and, in conjunction therewith, Assignor agreed to assign its interest as Lessor under the Leases to Assignee and Assignee agreed to assume the obligations of the Lessor under the Leases, all as more particularly set forth in this Assignment.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and agreements set forth herein, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, assigns, grants, transfers and sets over to Assignee, its heirs, personal representatives, successors and assigns, all of Assignor's right, title and interest as Lessor under the Leases.
2. Acceptance of Assignment and Assumption of Obligations. Assignee hereby accepts the assignment of the Lessor's interest under the Leases and, for the benefit of Assignor, assumes and agrees faithfully to perform all of the obligations which are required to be performed by the Lessor under the Leases on or after the Effective Date (defined below).
3. Effective Date. The effective date of this Assignment and each and every provision hereof is and shall be \_\_\_\_\_, 2023 (the "Effective Date").
4. Assignor's Indemnity of Assignee. Assignor hereby agrees to defend (with counsel reasonably satisfactory to Assignee) and indemnify Assignee, its heirs, personal representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees) arising out of or resulting from any act or omission committed or alleged to have been committed by Assignor as Lessor under the Leases, including without limitation any breach or default committed or alleged to have been committed by the Lessor under the Lease, prior to the Effective Date.
5. Assignee's Indemnity of Assignor. Assignee, for itself and on behalf of its heirs, personal representatives, successors and assigns, hereby agrees to defend (with counsel reasonably satisfactory to Assignor) and indemnify Assignor, its partners, and their respective directors, officers, employees, agents, representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities,

*Bm*  
*llh*

# GRESHAM

## REDEVELOPMENT COMMISSION

### **AGENDA ITEM TYPE: DISCUSSION**

---

### **2029 Community Investment Framework: Public Engagement Findings**

---

**Meeting Date:** July 18, 2023

**Agenda Item Number:** E-2

---

#### **REQUESTED COMMISSION ACTION**

Staff will be presenting the key findings from public engagement activities regarding the 2029 Community Investment Framework for Commission consideration and discussion.

---

#### **PUBLIC PURPOSE AND COMMUNITY OUTCOME**

Between now and the year 2029, the GRDC will be making decisions to invest in projects within the Rockwood-West Gresham Urban Renewal District. The 2029 Community Investment Framework will provide guidance to prioritize investments. This work will further all the Goals within the Rockwood-West Gresham Renewal Plan.

---

#### **BACKGROUND**

The presentation today will provide an overview of the public engagement work done to date, and some of the key findings related to future investments. These public engagement findings will provide the basis for future Commission deliberation regarding priorities and projects in which to invest between now and the year 2029.

On October 18, 2022, staff presented an overview of the 2029 Community Investment Framework to the GRDC. This was followed with a financial analysis discussion at the December 14, 2022 GRDC meeting. Since that time, staff and a consultant team has conducted community engagement work to assist in identifying key community priorities for future investment. Staff has also conducted planning work in reviewing the Urban Renewal Plan as well as the City Strategic Plan in order to inventory potential projects, identify successes, and explore feasibility of various investment types. This work will be the basis for a future draft report for Commission consideration.

The 2029 Community Investment Framework is a planning process to support GRDC decision making for future investments. The GRDC has an opportunity to invest over the next six years in new projects. This includes more housing options; more job opportunities; transportation upgrades; parks and recreation; and small business support. Future investments are typically identified as part of the Urban Renewal Capital Improvement Program (CIP) and budgeting process.

---

**RECOMMENDATION and ALTERNATIVES**

None at this time. The Commission will be considering future project priorities for decision later this fall.

---

**BUDGET / FINANCIAL IMPACT**

Funding for consultant work to conduct community engagement was included in the fiscal year budget allocation for 2022-23 for \$50,000.

---

**PUBLIC INVOLVEMENT**

A consulting team led by Latino Network and Cascadia Partners have been conducting engagement in the spring of 2023, which has included a community collaborative team, focus groups, and a survey. Presentations to the Gresham Redevelopment Advisory Committee on the 2029 Community Investment Framework were done at the December, January, and June meetings.

---

**NEXT STEPS**

Based on Commission review and feedback, the consultant team will be completing a final report. Staff will proceed with additional community engagement. Discussion of the 2029 Framework priorities and future projects will be presented at future commission meetings, with the intent to provide a final report this fall.

---

**ATTACHMENTS**

None.

---

**FROM**

Brian Monberg, GRDC Executive Director

---

**REVIEWED THROUGH**

Eric Schmidt, Assistant City Manager

---

**FOR MORE INFORMATION**

Staff Contact: Brian Monberg

Telephone: 503-618-2418

Staff E-Mail: [Brian.Monberg@GreshamOregon.gov](mailto:Brian.Monberg@GreshamOregon.gov)

Website: [www.GreshamOregon.gov/UrbanRenewal](http://www.GreshamOregon.gov/UrbanRenewal)