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Chair Travis Stovall  
Commissioner Kayla Brown      Commissioner Jerry Hinton  
Commissioner Eddy Morales      Commissioner Sue Piazza  
Commissioner Cathy Keathley      Commissioner Janine Gladfelter

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**Gresham Redevelopment Commission  
Business Meeting**

January 21, 2025  
4:00 PM

Gresham Public Safety and Schools Building  
Council Chambers  
1333 NW Eastman Parkway, Gresham, Oregon

Members of the public are welcome to attend this meeting in the Council Chambers.  
This meeting will also be broadcast live at [www.greshamoregon.gov/agendas](http://www.greshamoregon.gov/agendas) and via Zoom.

Please use the link below to join the Zoom webinar:

<https://greshamoregon.zoom.us/j/8795316107?pwd=YTIJZFJrcTV5SU8xa1NoVWdXWXhsZz09>

Webinar ID: 857 9531 6107

Passcode: 4xERZB5sqX

Telephone: 253 215 8782

Passcode: 498 368 8933

**PLEASE NOTE**

Instructions for signing up for written or oral testimony are provided on this agenda under section B (1): Instructions to Citizens on Signing Up for Public Testimony Regarding Agenda and Non-Agenda Items.

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**A. Opening**

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1. Call to Order
2. Roll Call

## **B. Open Public Comment - 10 Minutes**

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### **1. Instructions to the Public**

Written Testimony must be received by 3:00 p.m. on Monday, January 20, 2025, via email to Johntae Ivory, Program Technician, 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, Program Technician, by calling 503-618-2473 or emailing [johntae.ivory@greshamoregon.gov](mailto:johntae.ivory@greshamoregon.gov) by 3:00 p.m. on Monday, January 20, 2025 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.

### **2. Open Public Testimony**

## **C. Consent Agenda - 5 Minutes**

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.

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### **1. Gresham Redevelopment Commission Meeting Minutes**

Move to approve minutes from the Gresham Redevelopment Commission meeting of December 10, 2024.  
Urban Renewal

## **D. Public Hearing**

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## **E. Commission Business - 20 Minutes**

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### **1. Urban Renewal Recap & Accomplishments**

Staff will be presenting a recap of the past year's projects and accomplishments.  
10 Minutes

### **2. Temporary Parking Area License Agreement**

Move to approve the temporary parking area license agreement between LifeWorks NW and the Gresham Redevelopment Commission.  
Urban Renewal  
10 Minutes

## **F. Commission Measures, Proposals and Announcements - 5 Minutes**

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### **1. Election of Officers**

Elect a Vice Chair and Acting Chair for calendar year 2025.  
Urban Renewal

## **G. Adjournment**

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**Total Time: 40 Minutes**



Gresham Redevelopment Commission

**AGENDA ITEM TYPE:** Consent

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Gresham Redevelopment Commission Meeting Minutes

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Meeting Date: January 21, 2025  
Service Area: Urban Renewal

Staff Member: Johntae Ivory  
Agenda Item Number: C-1

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**Requested Council Action and Suggested Motion:**

Move to approve minutes from the Gresham Redevelopment Commission meeting of December 10, 2024.

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**Attachments:**

A. Meeting Minutes: December 10, 2024

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**Reviewed through:**

Michael Gonzales, Interim Gresham Redevelopment Commission Director

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

**Chair Travis Stovall** called the Gresham Redevelopment Commission (GRDC) meeting to order on Tuesday, December 10, 2024, at 3:02 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  
Commissioner Janine Gladfelter  
Commissioner Sue Piazza  
Commissioner Vincent Jones-Dixon

COMMISSION ABSENT: Commission Vice Chair Dina DiNucci  
Commissioner Acting Chair Jerry Hinton  
Commissioner Eddy Morales

STAFF PRESENT: Ellen Van Riper, Gresham City Attorney  
Eric Schmidt, Gresham City Manager  
Michael Gonzales, Gresham Redevelopment Interim Director  
Johntae Ivory, Program Technician, Recording Secretary

**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 we have one written testimony submitted by **Jason Naumann** and one public testimony by **Julianne Reno**.

**C. CONSENT AGENDA**

**1. GRESHAM REDEVELOPMENT COMMISSION MEETING MINUTES**

Commission approval of this item would approve the minutes of the Commission meetings of December 10, 2024.

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

Motion was made by **Commissioner Gladfelter** and seconded by **Commissioner Piazza**  
APPROVE CONSENT AGENDA ITEM C-1.

**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
Commissioner Janine Gladfelter	YES
Commissioner Sue Piazza	YES
Commissioner Vincent Jones-Dixon	YES
Commission Vice Chair Dina DiNucci	ABSENT
Commissioner Jerry Hinton	ABSENT
Commissioner Eddy Morales	ABSENT

**D. PUBLIC HEARING**

**E. COMMISSION BUSINESS**

**1. APPROVAL OF PROPERTY ACQUISITION: 18330 E BURNSIDE STREET**

Staff will be seeking to approve the purchase of 18330 E Burnside Street for \$1,430,000 and direct the Interim Director to proceed with closing consistent with the Purchase and Sale Agreement.

**Michael Gonzales, Gresham Redevelopment Interim Director, presented the staff report. (PowerPoint presentation attached as Exhibit A.)**

**Commissioner Gladfelter** asked how much a demolition would cost and if staff had a timeline in place.

**Mr. Gonzales** said staff doesn't have an estimate or timeline at this time but will seek the Commissions direction and could start the process in the new year.

**Commissioner Piazza** asked why the owners never put their property for sale on the open market for competitive bidding, and if the GRDC staff pursued this opportunity?

**Mr. Gonzales** acknowledged staff pursued the property with the help of the real estate broker, **Kohler Meyer and co. (KMO)**.

**Commissioner Piazza** acknowledges the great location of this right next to our other GRDC owned properties, but she voiced her concerns over the price GRDC are going to pay for the purchase. She noted the price is approximately \$300,000 more than the appraisal price and approximately \$500,000 more if we demo the building. She believes we shouldn't buy it right now and let them put the property on the market, and then negotiate the lower price.

**Commissioner Jones Dixon** asked if there are options to negotiate.

**Mr. Gonzales** explained negotiations are firm and final.

**Chair Stovall** asked about the costs of the negotiations and how the price came about and if he think it is fair.

**Mr. Gonzales** explained he believes considering the location of our other GRDC properties, and the future opportunities, this is a fair price.

**GRESHAM REDEVELOPMENT COMMISSION MEETING MINUTES  
DECEMBER 10, 2024 – PAGE 3 OF 5**

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**Commissioner Gladfelter** understands where **Commissioner Piazza** is coming from, but she also agrees this property is key along with our other properties next door, that can give us an advantage and control over the vision of that area. She is confident it's worth the investment.

**Chair Stovall** called for a motion on the Commission Business E-1.

Motion was made by **Commissioner Jones Dixon** and seconded by **Commissioner Gladfelter** **APPROVE** the APPROVAL OF PROPERTY ACQUISITION: 18330 E BURNSIDE STREET.

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

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

<b>Commission Chair Travis Stovall</b>	YES
<b>Commissioner Janine Gladfelter</b>	YES
<b>Commissioner Vincent Jones-Dixon</b>	YES
<b>Commissioner Sue Piazza</b>	NO
<b>Commission Vice Chair Dina DiNucci</b>	ABSENT
<b>Commissioner Jerry Hinton</b>	ABSENT
<b>Commissioner Eddy Morales</b>	ABSENT

**2. SUNRISE SITE/ ROCKWOOD B188: DDA**

Staff will be seeking approval of the Disposition and Development Agreement for the Rockwood Sunrise Site between the GRDC and HMS Developments, LLC and Portland Opportunity Industrialization Center, Inc.

**Michael Gonzales, Gresham Redevelopment Interim Director, and guest speakers, presented the staff report.**

**(PowerPoint presentation attached as Exhibit A.)**

**Guest Speakers:**

**Joe McFerrin, CEO/President – P.O.I.C**  
**Kerry Hughes, HMS Developments, LLC**  
**Bill Hart, Hart Development, LLC**  
**Brian Squillace, Bora Architects**

**Chair Stovall** thanks everyone for the hard work on this project and asked how much the overall investment will cost.

**Mr. Hughes** said approximately \$45 million.

**Commissioner Jones-Dixon** said he has followed the project for the last 2 years and is looking forward to the future and he's excited about the recreational, workforce development, and an innovation lab opportunity for East Multnomah County. He acknowledges how special the site has been to him because he gave his first talk with the community 10 years ago, and his first introduction to GRDC which led him to be a community liaison. He explained his late brother's vision for the community, was for a place where kids and families can be connected to resources and build community.

**Commissioner Jones Dixon** is honored to participate in the vote for the DDA because this is his last GRDC meeting.

**Commissioner Gladfelter** asked about our community engagement outreach efforts related to this project.

**Mr. Hart** said the community has been very positive and families want to see a place for their kids to attend and they understand the positive impact P.O.I.C is doing. He explained that staff has participated in about 25 events over the 1 ½ years. He noted that the community asked questions about what they would want to see accomplished on the B188 site. He acknowledged some of the events that included neighborhood associations, farmers markets, flea markets, and multiple events at the Rockwood Market Hall Plaza. He also noted that most concerns had to do with parking, but he believes, overall, the community response was good.

**Commissioner Piazza** asked for confirmation if there's not going to be housing on the site and what are the plans for the 2<sup>nd</sup> partial.

**Mr. Hughes** said they're still exploring early concepts with **Bora Architects** with the idea of having a two-story commercial building about 4,500 square feet for potentially medium sized retailers. No timeline is available currently as their focus has been on the **P.O.I.C** and approving their project as the anchor tenant. He acknowledges they have a three-year window to add timelines per the previously approved term sheet.

**Commissioner Piazza** asked **Ellen Van Riper, Gresham City Attorney**, for specifics about the shared space agreements with **City of Gresham** and **P.O.I.C** for the gym space on the site.

**Ms. Van Riper** acknowledges the city has a restricted covenant that is part of the DDA which does require the gymnasium to be constructed and in use for 15 years and explained there's another component for a future public use agreement that guarantees the city's time of use with P.O.I.C and the gym.

**Commissioner Piazza** said Rosemary Anderson is a great organization, but she doesn't believe it is the right location for this property, and she doesn't believe when the redevelopment program started, she thought the vision would be for homeownership, retail support in that specific area. She acknowledges the excitement from the other commissioners regarding the project, and she will vote yes, but expressed her concerns.

**Chair Stovall** called for a motion on the Commission Business E-2.

Motion was made by **Commissioner Jones Dixon** and seconded by **Commissioner Gladfelter**  
**APPROVE** Sunrise/B188: DDA

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

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

<b>Commission Chair Travis Stovall</b>	YES
<b>Commissioner Janine Gladfelter</b>	YES
<b>Commissioner Sue Piazza</b>	YES
<b>Commissioner Vincent Jones-Dixon</b>	YES
<b>Commission Vice Chair Dina DiNucci</b>	ABSENT
<b>Commissioner Jerry Hinton</b>	ABSENT
<b>Commissioner Eddy Morales</b>	ABSENT

**Chair Stovall** concluded the meeting by saying he's excited about this opportunity with **Rosemary Anderson** and **P.O.I.C**, with this project. He believes this project will be second to none and will match all the great things that already exist with the **P.O.I.C** kitchen. He told everyone to try the food out because they do a phenomenal job. He looks forward to the great work that this team is going to continue to do in this community and beyond.

**F. COMMISSION MEASURES AND PROPOSALS**

**G. ADJOURNMENT OF MEETING**

Hearing no further business, Chair Stovall adjourned the meeting at **3:58 PM**.

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TRAVIS STOVALL  
CHAIR

Respectfully submitted,  
/s/ Johntae Ivory  
Johntae Ivory  
Recording Secretary



Gresham Redevelopment Commission

**AGENDA ITEM TYPE:** Motion

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Temporary Parking Area License Agreement

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Meeting Date: January 21, 2025  
Service Area: Urban Renewal

Staff Member: Michael Gonzales  
Agenda Item Number: E-2

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**Requested Council Action and Suggested Motion:**

Move to approve the temporary parking area license agreement between LifeWorks NW and the Gresham Redevelopment Commission.

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**Public Purpose, Community Outcome, and Strategic Plan Alignment:**

Provide LifeWorks NW staff and invitees parking spaces near its Downtown Rockwood location.

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**Background:**

LifeWorks NW is a nonprofit that combines culturally responsive behavioral health care and primary health care to provide essential support and services to people of all ages. One of their office locations is located at 18417 SE Oak Street located in the Rockwood Triangle. After the GRDC acquired the former Lydia's property this past December, staff was contacted by LifeWorks NW, who let us know that they had a previous lease agreement with the former owner's of Lydias Restaurant to use a portion of their side parking lot for LifeWorks NW staff to park and hoped they could continue to use it as such under the new GRDC ownership. LifeWorks NW provided staff with a copy of their previous Land Rental Agreement dated April 13, 2022, and asked if the GRDC would be willing to offer similar terms for continued use of the designated parking spaces. The monthly rent or license fee for use of the Parking Area, as depicted in Exhibit B, and pursuant to this Agreement shall be \$1,200.00.

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**Recommendation and Alternatives:**

**Recommendation:**

Move to approve the temporary parking area license agreement between LifeWorks NW and the Gresham Redevelopment Commission, and direct the Interim Director to execute the temporary parking area license agreement.

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**Budget/Financial Impact:**

Rent revenue of \$1,200 per month

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**Attachments:**

A. Temporary Parking Area License Agreement

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**Reviewed Through:**

Michael Gonzales, Interim Gresham Redevelopment Commission Director

# GRESHAM

## REDEVELOPMENT COMMISSION

### TEMPORARY PARKING AREA LICENSE AGREEMENT City of Gresham Contract No. 312884

THIS PARKING AREA LICENSE AGREEMENT (“Agreement”) is entered into by and between the GRESHAM REDEVELOPMENT COMMISSION, Gresham, Oregon (“Licensor”) and LifeWorks NW, whose address is 5415 SW Westgate Dr. Portland, Oregon (“Licensee”). Licensor and Licensee may be referred to as a “Party” or collectively as the “Parties” in this Agreement.

#### RECITALS

WHEREAS, Licensor recently purchased the improved real property located at 18330 E. Burnside, Portland OR 97233 (“Property”) that formerly housed Lydia’s Lounge, as more particularly described in Exhibit A and depicted on Exhibit B attached hereto and incorporated by reference, and

WHEREAS, Licensee prior to Licensor’s acquisition of the Property had been leasing twenty-seven (27) parking spaces from the former owner of the Property (Ly Thor, LLC) as depicted on Exhibit B pursuant to a Land Rental Agreement dated April 13, 2022, which agreement terminated upon the acquisition of the Property by Licensor ; and

WHEREAS, Licensee desires to continue leasing the parking spaces depicted on Exhibit B for use by its employees and invitees on terms and conditions similar to those set forth in the former Land Rental Agreement and Licensor is willing to continue this arrangement pursuant to this Agreement; and

WHEREAS, Licensor has agreed to allow Licensee and its invitees temporary use of the parking spaces depicted on Exhibit B pursuant to the terms and conditions set forth in this Parking Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. LICENSE. Licensor hereby grants to Licensee a temporary and non-exclusive license to use the portions of said Property described in Exhibit A and depicted in Exhibit B as a parking area (“Parking Area”), for the purpose of parking for Licensee’s employees and invitees, and for ingress and egress. Licensee accepts the Parking Area depicted on Exhibit A in “as is” condition. Licensee shall cooperate with Licensor in determining the layout and exact use of the Parking Area consistent with Licensee’s use of the Parking Area pursuant to the former Land Rental Agreement and as depicted on Exhibit B and in protecting Licensor’s, and Licensor’s assigns and successors in interest permanent use of the Parking Area after this Agreement has terminated. Each Party grants an easement to the other Party access to and from E. Burnside Street and SE Pine Street through the parking lots.

2. TERM. The term of this Agreement shall begin upon signature of both Parties and may continue for so long as Licensor's Director of the Gresham Redevelopment Commission ("Director") or designee determines that use of the Parking Area by Licensee will not interfere with Licensor's redevelopment of and improvement to the Property, including, but not limited to, demolition of the existing building and other improvements currently on the Property. Either Licensor or Licensee may terminate this Agreement at any time upon thirty (30) days written notice to the other Party. If this Agreement is terminated pursuant to this provision, Licensee shall return the Parking Area to its original or better condition within 10 business days after termination as directed by the Director.

3. RENT. The monthly rent or license fee for use of the Parking Area, as depicted in Exhibit B, and pursuant to this Agreement shall be \$1,200.00 with the first payment to be made by Licensee within ten (10) business days after both Parties have executed this Agreement. Thereafter, rent payments shall be made by Licensee to Licensor on the first day of each successive month with the payment to be received within five business days of the first day. Any delinquent payments shall accrue interest at 10% per annum.

4. USE. The rights of the Licensee hereunder shall be to temporarily use the Parking Area as depicted on Exhibit B for parking by its employees and invitees. Licensee shall not permit any damage to be done to the Parking Area and shall maintain the Parking Area and keep the Parking Area in good condition and repair and free of any litter, debris, or any other waste. The Parking Area shall be returned to the Licensor in its original or better condition within ten (10) business days after the use of the Parking Area is terminated pursuant to Section 2 of this Agreement.

5. LICENSEE COOPERATION. Licensee understands that Licensor may undertake demolition of the existing improvements on the Property or other construction work during the Term of this Agreement. In such event, Licensor shall provide Licensee with thirty (30) days written notice of the commencement of the demolition or other work. Licensee shall fully cooperate and take no actions on the Property that would interfere with or impede the work undertaken by Licensor, its employees, contractors, or agents during the course of the construction work. In addition, should Licensor determine, in its sole discretion, that it is necessary for the Parking Area to be relocated temporarily for safety or to accommodate the construction work to another location on the Property or to a nearby property also owned by Licensor, Licensee shall cooperate with Licensor in effecting the relocation with the use and occupancy of the temporary location to be subject to the Terms and Conditions of this Agreement.

6. INDEMNIFICATION. Licensee shall defend, save, hold harmless, and indemnify the Licensor, and its officers, agents, and employees; the City of Gresham and its officers, agents, and employees; from and against any and all liens and encumbrances of any nature whatsoever which may arise in the exercise of Licensee's rights hereunder, and from all claims, causes of action, liabilities, costs and expenses (including all reasonable attorney's and in-house counsel fees), losses or damages arising from Licensee's use of the Parking Area any breach of this License, or any act or failure to act of Licensee or Licensee's agents, employees, or invitees, except those arising out of the sole negligence or willful misconduct of the Licensor, its officers, agents, and employees.

7. RISK OF DAMAGE OR LOSS. Licensee, as a material part of the consideration to Licensor, hereby assumes all risk of damage to its property or injury to all persons and personal property in or upon the Parking Area. Licensee hereby releases and relieves Licensor, and waives its entire right of recovery against Licensor, for any loss or damage arising out of or incident to Licensee's use of the Parking Area.

8. HAZARDOUS MATERIALS. Licensee shall not use, generate, manufacture, store or transport, or dispose of, on or over the Parking Area, any flammable liquids, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or any other "hazardous materials" as that term may be defined under federal or state laws. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Parking Area as a result of Licensee's use and occupancy thereof, Licensee shall provide notice as required by law, and Licensee, at its sole cost and expense, shall undertake all appropriate remediation on portions of the Property affected, whether owned by Licensor or any third party, to the satisfaction of Licensor and any governmental body have jurisdiction thereof. Licensee must also notify Licensor as required by law of any release of hazardous materials that have come or will come to be located on or beneath the Parking Area.

9. ALTERATIONS. Licensee shall not alter the Parking Area or any improvements on the Parking Area or the Property except as specifically authorized by the Director.

10. RESTORATION. Licensee shall maintain the Parking Area in its current condition and will restore the Parking Area to its condition upon the execution of this Agreement to include repair to any damaged pavement, curbs, markings, or other public infrastructure components. All repairs must be completed ten (10) days after completion of the term outlined in Section 2 above.

11. LIENS, TAXES, AND ASSESSMENTS. Licensee shall keep the Parking Area free from all liens, taxes, and assessments resulting from or caused by Licensee's use of the Parking Area, and shall operate the Parking Area in full compliance with all federal, state and municipal laws, ordinances and regulations governing the use and occupancy of the Parking Area.

12. FENCING AND SIGNAGE. Licensee shall place parking signs at the dividing line shown on Exhibit B depicting the Parking Area stating and delineating parking for Licensee's employees and invitees. It will be the responsibility of Licensee to police illegal parking. In addition, Licensee may, with the advance approval of the Director, erect fencing and additional signage at the entry to the Parking Area indicating that the use of the Parking Area is restricted to the Licensee during the term of this Agreement.

13. SURRENDER. Upon the termination of this Agreement, all rights, use, and interest of the Licensee in and to this Agreement shall be surrendered peaceably to Licensor and Licensee shall remove all property from the Parking Area and restore the Parking Area to its former condition or better.

14. INSURANCE. Licensee shall maintain in full force and effect during the term of this Agreement, at Licensee's sole cost and expense, the following insurance:

- a) **Commercial General Liability** insurance, on an occurrence basis, for Bodily Injury, Personal Injury and Property Damage. Coverage shall include broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage limits shall be single limit per occurrence of \$3,000,000 with an annual aggregate of at least \$3,000,000. Coverage shall not exclude explosion, collapse, and underground hazards. Claims made in excess of the policy will be the responsibility of Licensee.
- b) **Commercial Automobile Liability** insurance for Bodily Injury and Property Damage, including coverage for owned, hired, and non-owned vehicles. Coverage limits shall be \$1,000,000.

- c) **Workers' Compensation** [OMITTED]
- d) **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days written notice to Licensor.
- e) **Additional Insured.** For the commercial general liability insurance described above, Licensor, and its officers, agents, and employees; the City of Gresham, and its elected officials, agents, and employees, shall be named Additional Insured, but only with respect to the activities conducted pursuant to the Agreement. This coverage shall be by endorsement physically attached to the certificate of insurance.
- f) **Certificates of Insurance.** Certificates of Insurance acceptable to Licensor shall be provided within ten (10) business days of the execution of this Agreement. Insurance companies or entities must meet Licensor's standard financial rating of "A" or better. If insurance coverage ends during the term of the Agreement, a new Certificate of Insurance must be provided to the Director. The insurer is subject to Director approval. Licensee shall be responsible for any and all deductible, self-insurance retention, and/or self-insurance.

15. **DEFAULT.** In the event of a breach by Licensee of any of the terms of this Agreement, all rights of Licensee hereunder shall cease and terminate, and in addition to all other rights Licensor may have at law or in equity, Licensor may re-enter the Parking Area depicted on Exhibit B and take possession thereof without notice and may remove any and all persons and property therefrom, and may also cancel and terminate this Agreement; upon any such cancellation, all rights of Licensee in and to the Parking Area shall cease and terminate.

16. **RULES AND REGULATIONS.** The Director shall have the right to establish and enforce reasonable rules and regulations concerning the management, use, and operation of the Parking Area, and compliance with said rules and regulations by Licensee and his officers, agents, and employees is expressly made a term of this Agreement.

17. **ASSIGNMENT AND SUBLETTING.** This Agreement is personal to Licensee and Licensee agrees not to sublease, assign, sell, transfer, encumber, pledge, or otherwise hypothecate any part of the or Licensee's interest in the Parking Area depicted on Exhibit B to any other person or entity without the prior written consent of the Director, which consent may be withheld in the Director's or Licensor's sole and absolute discretion. Any purported assignment or sublease by Licensee of this License shall be void *ab initio* and a basis for immediate termination of this Agreement. In the event that the Director or Licensor shall provide such prior written consent to an assignment or sublease by Licensee, any such assignment or sublease shall not relieve Licensee of its obligations under this Agreement.

18. **ATTORNEY'S FEES.** If any Party named herein brings an action to enforce the terms hereof or to declare its rights hereunder, each Party shall bear their own costs and reasonable attorney's fees incurred, including those of in-house counsel.

19. **NOTICES.** All notices, consents, requests, demands, approvals, waivers, and other communications desired or required to be given hereunder shall be in writing and signed by the Party so giving notice, and shall, with respect to Licensor, be delivered, received, and time stamped in the office of the Gresham Redevelopment Commission Executive Director, Gresham City Hall, 1333 N.W. Eastman

Parkway, Gresham, Oregon 97030-3825. With respect to Licensee, the notices shall be given to: LifeWorks NW Facilities Director, 5415 SW Westgate Dr. Portland, Oregon 97221. Either Party may, from time to time, change the designated recipient of notices and address for its notices in the manner outlined above.

20. GOVERNING LAW. The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon and ordinances of the City of Gresham, Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

21. AMENDMENTS. No provision of this Agreement may be amended or modified except by an agreement in writing executed by both parties hereto.

22. SEVERABILITY. In the event that one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the remainder of the provisions of this Agreement shall continue in full force and effect without impairment.

23. SOLE AGREEMENT. This Agreement constitutes the sole agreement between Licensor and Licensee with respect to the Parking Area.

IN WITNESS WHEREOF, each of the parties has caused its authorized representative to execute duplicate original counterparts of this Agreement this \_\_\_\_\_ day of January, 2025.

**Lifeworks NW**

**Gresham Redevelopment Commission**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Gresham Redevelopment Commission Legal Counsel

## Exhibit A

The **legal description** can be known by its assessor's tax account number as follows:  
R321882 1N3E32CC 04400.

### Location and Legal Description

The subject property consisted of Tax Lot 4400 located in the SW 1/4 of the SW 1/4 of Section 32, Township 1 North, Range 3 East of the Willamette Meridian (W.M.).

### Street Address Acreage Improvement Type

18330 E Burnside Street 1.07 Restaurant

Latitude, Longitude: 45.520951, -122.473721

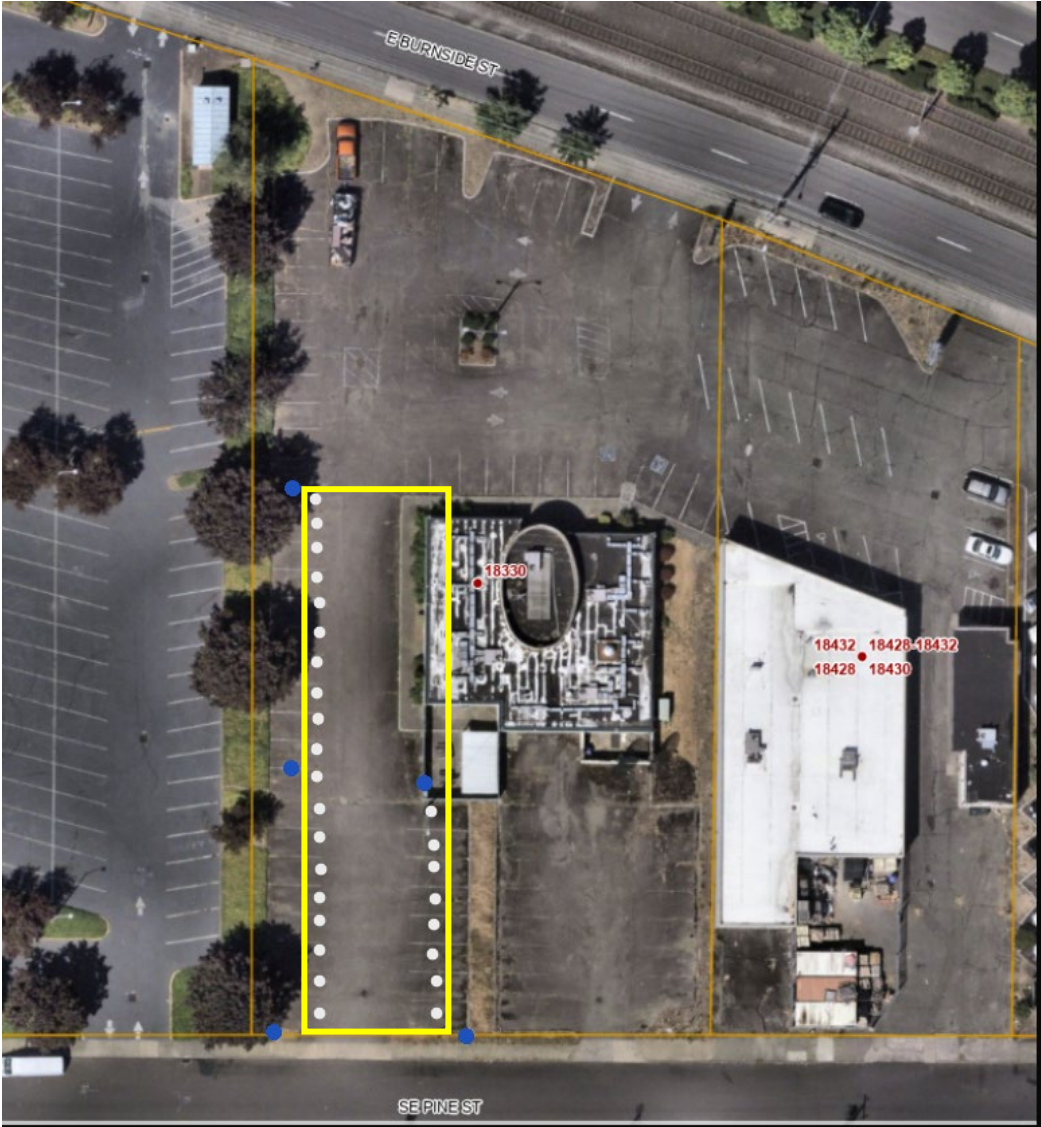
Owner: Ly Thor LLC (Now owned by the GRDC)

Source: Multnomah County Department of Assessment and Taxation records



# EXHIBIT B

- 27 parking spaces
- Proposed stalls marked with white dots.
- Proposed Signs location marked with blue dots



Parking Reserved  
for  
**LifeWorks NW**  
Staff Only  
Monday-Saturday  
8:00am - 6:00pm

Gresham Redevelopment Commission

**AGENDA ITEM TYPE:** Motion

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Election of Officers

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Meeting Date: January 21, 2025  
Service Area: Urban Renewal

Staff Member: Michael Gonzales  
Agenda Item Number: F-1

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**Requested Council Action and Suggested Motion:**

Elect a Vice Chair and Acting Chair for calendar year 2025.

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**Public Purpose, Community Outcome, and Strategic Plan Alignment:**

The Vice Chair provides leadership to the Gresham Redevelopment Commission (GRDC) in the Chair's absence. The Acting Chair provides leadership to the GRDC in the absence of both the Chair and Vice Chair

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**Background:**

Per the GRDC By-Laws, the Mayor of the City of Gresham serves as Chair of the GRDC. The Vice-Chair and Acting Chair shall be elected annually by the GRDC from among their members at the first regular meeting of the GRDC in January of each year. The Vice-Chair performs the duties of the Chair in the absence or incapacity of the Chair. The Acting Chair performs the duties of Chair in the absence or incapacity of both the Chair and Vice Chair. For calendar year 2024, Commissioner Dina DiNucci served as Vice Chair and Commissioner Jerry Hinton served as Acting Chair.

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**Reviewed Through:**

Michael Gonzales, Interim Gresham Redevelopment Commission Director