



URBAN RENEWAL AGENCY MEETING

Monday, August 26, 2024
Community Auditorium, 1915 Main Street

Malynda Wenzl, Chair

Timothy A. Rippe, Director
Donna Gustafson, Director
Michael Marshall, Director

Karen Martinez, Director
Elena Uhing, Director
Mariana Valenzuela, Director

[TVCTV Livestream](#)

[Zoom Webinar](#) Meeting ID: 850 7572 2488 Passcode: 97116

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URBAN RENEWAL AGENCY MEETING

A. 8:40 Call to Order

1. Roll Call

B. Public Comment: Time provided for anyone wishing to speak to the Urban Renewal Agency Board on an item not on the agenda or on the agenda but not scheduled for a public hearing. Comments are limited to 2 minutes unless additional time is granted by the Chair. Zoom attendees may use the "Raise Hand" option to be called on.

C. Consent Agenda: Items under the Consent Agenda are considered routine and will be adopted with a single motion, without separate discussion. Board members who wish to remove an item from the Consent Agenda may do so prior to the motion. Any item(s) removed will be discussed and acted upon following the approval of the remaining item(s).

1. Approve URA Work Session Minutes of 07.08.2024

D. Additions/Deletions

E. Presentations: None.

F. Resolutions

1. **8:45 URA RESOLUTION 2024-02 AUTHORIZING APPROVAL OF AN EXCLUSIVE NEGOTIATING AGREEMENT (ENA) WITH WELSHCORP, LLC, FOR THE PROPERTY KNOWN AS SITE B ON THE FORMER TIMES-LITHO PROPERTY AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE ENA ON BEHALF OF THE URA**

Staff: Paul Downey, Assistant City Manager/Finance Director

- G. 8:50 Adjournment:** The Board will adjourn to hold a closed executive session under ORS 192.660(2)(e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions. No formal decisions or actions will be taken. Representatives of the news media may attend, but may not disclose information discussed.

URBAN RENEWAL AGENCY EXECUTIVE SESSION

EXECUTIVE SESSIONS ARE CLOSED TO THE PUBLIC. No formal decisions or actions will be taken. Representatives of the news media may attend, but may not disclose any information discussed. News media representatives can request a link to attend via Zoom by emailing the City Recorder's Office at: mwoods@forestgrove-or.gov

8:50 The URA Board will convene to hold an executive session: ORS 192.660(2)(e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.



Urban Renewal Agency Work Session Minutes
Urban Renewal Plan

Monday, July 8, 2024
Community Auditorium and Zoom

Minutes are unofficial until approved by the Urban Renewal Agency.

1. CALLED TO ORDER AND ROLL CALL:

Malynda Wenzl, Urban Renewal Agency (URA) Director Chair, called the URA work session to order at 8:38 p.m. The meeting was held in a “hybrid” format allowing the public to attend both virtually and in-person in the Community Auditorium. Members of the public could observe the meeting **LIVE on Zoom Webinar** or on television on Tualatin Valley Community Television (TVCTV) Government Access Programming.

1. **ROLL CALL: URA DIRECTORS PRESENT:** Timothy Rippe, Director Vice Chair (via Zoom); Donna Gustafson; Michael Marshall; Mariana Valenzuela; Elena Uhing (via Zoom); Karen Martinez; Malynda Wenzl, Director Chair. **URA DIRECTORS ABSENT:** None.
2. **STAFF PRESENT:** Jesse VanderZanden, City Manager; Paul Downey, Assistant City Manager/Finance Director; and Bryan Pohl, Community Development Director; Miles Glowacki, Economic Development Coordinator; Mariah Woods, City Recorder.

2. WORK SESSION: Urban Renewal Plan

Bryan Pohl presented staff’s slides on the Urban Renewal Plan.

URA Board Discussion:

Martinez asked for clarification about gravel lot, as it has been designated by the City in it’s Time, Place, and Manner ordinance. Staff confirmed that a new location would have to be designated if the City decided to develop that lot.

Marshall asked if the Council could ask staff to look at specific properties, and the Mayor clarified that the Council cannot discuss specific properties at this meeting.

Consensus was reached to move forward on all of staff’s recommendations.

3. ADJOURNMENT:

Director Chair Wenzl adjourned the URA work session meeting at 8:55 p.m.



A place where families and businesses thrive.

CITY RECORDER USE ONLY:

AGENDA ITEM #: _____

MEETING DATE: _____

FINAL ACTION: _____

URBAN RENEWAL STAFF MEMORANDUM

TO: *Urban Renewal Agency of Forest Grove Board of Directors*

FROM: *Jesse VanderZanden, Executive Director*

PROJECT TEAM: *Paul Downey, Assistant City Manager
Miles Glowacki, Economic Development Coordinator*

MEETING DATE: *August 26, 2024*

SUBJECT TITLE: *RESOLUTION OF THE URBAN RENEWAL AGENCY (URA) OF FOREST GROVE AUTHORIZING APPROVAL OF AN EXCLUSIVE NEGOTIATING AGREEMENT (ENA) WITH WELSHCORP, LLC, FOR THE PROPERTY KNOWN AS SITE B ON THE FORMER TIMES-LITHO PROPERTY AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE ENA ON BEHALF OF THE URA.*

ACTION REQUESTED:

Ordinance

Order

X

Resolution

Motion

Informational

X all that apply

BACKGROUND:

The Forest Grove Urban Renewal Agency (URA) issued a request for proposals to develop Site B on the Corner of B Street and Pacific Avenue and received one proposal for an approximate 20,000 square foot downtown grocery store. Staff is asking the Board to approve the ENA and authorize the Executive Director to execute the ENA on behalf of the URA. The City Attorney's Office has reviewed the proposed ENA.

The ENA gives WelshCORP, LLC, exclusive negotiating rights for the property for six months (180 days) while it and the URA perform their due diligence. It also states what pre-development assistance the URA is willing to provide during the review period and what the developer is responsible for.

To be clear, the ENA is not a development agreement – it is an agreement to perform pre-development review of a project – and if both parties wish to develop, it would later require another agreement entitled a Disposition and Development Agreement (DDA). A DDA would provide a detailed description of the project, what the developer and URA is required to do, set out terms for the disposition of the property, and describe what assistance the URA would provide, if any. As with the ENA, a future DDA would also require URA Board Approval.

STAFF RECOMENDATION:

Staff recommends the URA Board of Directors approve the attached resolution approving the ENA and authorizing the Executive Director to execute the ENA.

FISCAL IMPACT:

The ENA obligates the URA to spend up to \$25,000 in support of the following:

- \$10,000 to complete a survey of the property including any lot line adjustments necessary to make the whole property a single lot.
- \$15,000 for a consultant(s) to develop a proposed financial assistance plan that could permit the project to move forward. This could include a financial advisor and a real estate appraiser to do an appraisal of the property for the purpose of determining any assistance to be provided. The developer will reimburse the URA for any costs of the study above \$15,000.

These funds are included in the FY 24-25 URA budget.

ATTACHMENTS:

Resolution 2024-02

- Exhibit A: Exclusive Negotiating Agreement

URBAN RENEWAL AGENCY OF FOREST GROVE

URA RESOLUTION NO. 2024-02

**RESOLUTION OF THE URBAN RENEWAL AGENCY (URA) OF FOREST GROVE
AUTHORIZING APPROVAL OF AN EXCLUSIVE NEGOTIATING AGREEMENT
(ENA) WITH WELSHCORP, LLC, FOR THE PROPERTY KNOWN AS SITE B ON
THE FORMER TIMES-LITHO PROPERTY AND AUTHORIZING THE EXECUTIVE
DIRECTOR TO EXECUTE THE ENA ON BEHALF OF THE URA**

WHEREAS, WelshCORP, LLC (WelshCORP) has proposed a concept development on the Urban Renewal Agency (URA) owned property know as Site B; and

WHEREAS, URA staff and WelshCORP have negotiated an Exclusive Negotiating Agreement (ENA) in order for WelshCORP to do pre-development design with the ultimate goal of negotiating a Disposition and Development Agreement (DDA) between WelshCORP and the URA; and

WHEREAS, certain pre-development costs will be paid by the URA as per terms of the ENA; and

WHEREAS, the URA desires to enter into the ENA with WelshCORP for the predevelopment work on Site B.

**NOW, THEREFORE, BE IT RESOLVED BY THE FOREST GROVE URBAN
RENEWAL AGENCY AS FOLLOWS:**

Section 1. The URA Board of Directors approves the Exclusive Negotiating Agreement (ENA) attached as Exhibit A.

Section 2. The URA Board of Directors authorizes the URA Executive Director to sign the Exclusive Negotiating Agreement (ENA) attached as Exhibit A.

Section 3. This resolution is effective immediately upon its enactment by the Urban Renewal Agency Board of Directors.

PRESENTED AND PASSED this 26th day of August, 2024.

Jesse VanderZanden
Urban Renewal Agency Executive Director

APPROVED by the Urban Renewal Agency of the City of Forest Grove at a regular meeting on this 26th day of August, 2024, and filed with the Forest Grove City Recorder this date.

Malynda H. Wenzl
Urban Renewal Agency Board Chair

EXCLUSIVE NEGOTIATING AGREEMENT

This EXCLUSIVE NEGOTIATING AGREEMENT (the "Agreement") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and between the Forest Grove Urban Renewal Agency ("Agency"), a municipal corporation established under ORS Chapter 457, and WelshCORP, d.b.a. FreshFoods, and MFF Properties, LLC (together "Developer").

RECITALS

- A. Agency owns real property and all rights appurtenant thereto (hereinafter "Property"), located at the northeast corner Pacific Avenue and B Street in the City of Forest Grove, County of Washington, State of Oregon, commonly known as Site B.
- B. The Agency released a request for proposal (RFP) seeking developer interest to redevelop the Property consistent with ORS 457, and the Forest Grove Urban Renewal Plan.
- C. The Agency received a responsive proposal from the Developer in response to the Agency's RFP which is attached to this agreement as Exhibit A.
- D. The Agency has identified Developer for further negotiations concerning redevelopment of the Property subject to the approval of the Forest Grove Urban Renewal Agency Board.
- E. This Agreement confirms the basis upon which Agency and Developer (the "Parties") are prepared to exclusively negotiate the terms of a Disposition and Development Agreement ("DDA") and related documents providing for the redevelopment of the Property (the "Project"), which then must be approved by the Forest Grove Urban Renewal Agency.

TERMS

1. Good Faith Exclusive Negotiations. Agency and Developer agree and covenant to negotiate the terms of a DDA and any intervening Memoranda of Understanding (MOU) (both defined below) in good faith. Agency and Developer acknowledge and agree Developer will expend time and expense in conducting due diligence, refining its development if needed, and providing necessary financial information as part of developing a financial plan for the proposed development. During the term hereof, Agency agrees Developer shall have the exclusive right to conduct due diligence and negotiate with Agency for the rights to develop the Property and Agency will not accept, solicit, pursue or entertain other offer(s) or indications of interest with respect to the Property for any development, sale or other transaction.
2. Duration. The Agreement's term is 180 days from the Effective Date. This Agreement automatically terminates upon execution and delivery of a DDA (assuming one is ultimately

negotiated) which thereafter controls the rights of Agency and Developer with respect to the Property. The Parties may terminate this Agreement by mutual agreement in writing as stipulated below if latent conditions are discovered on the Property or events occur that would (either presently or with the passage of time) prevent the entry and execution of a DDA.

Notwithstanding the above, either Agency or Developer may at their option terminate this Agreement by 30-days advance notice in writing if the other makes a material misrepresentation in the course of the negotiations hereof; otherwise fails to act in good faith; if Developer becomes insolvent or (in the terminating party's reasonable estimation) otherwise is unable to perform as set forth in the Base Development Criteria.

3. Base Development Criteria. The Base Development Criteria expresses Agency's expectations with regard to the transaction serving as guidance at the inception and during negotiations between Developer and Agency but are not nor shall be construed as mandatory criteria. The Base Development Criteria are attached as Exhibit B.
4. Memorandum of Understanding. Tentative agreements on the terms of the DDA may be memorialized in a written Memorandum of Understanding ("MOU") or series of MOUs approved by the Agency Board during the Term of this Agreement. Any such MOUs will provide the framework for final negotiation and preparation of the DDA.
5. Development Assistance.
 - 5.1 Development costs for Phase 1 are estimated to be a total of up to \$25,000 for the Agency, which agrees to contribute up to a maximum of \$25,000 toward certain development tasks identified in Exhibit B including:
 - A. Agency will provide any lot line adjustments necessary to make the whole property a single lot. Estimated total cost of this process is \$10,000.
 - B. Agency will pay up to \$15,000 for a consultant(s) to help develop a proposed financial assistance plan that could permit the project to move forward. Consultants could include a financial advisor and a real estate appraiser if needed to do an appraisal of the property for purposes of determining any assistance to be provided by the Agency. The Developer will reimburse the Agency for any costs of the study above \$15,000.
 - 5.2 The Developer is responsible for all development architect and engineering work on the project and this work is not included in the description of development work in Section 5.3.
 - 5.3 All work products produced in this ENA are the property of the Developer and Agency except in the event of an early termination pursuant to Section 2 above, in which case all development work products listed in Exhibit B become the sole property of Agency.

- 5.4 Developer monies paid pursuant to this Agreement may be set off against the cost of the land purchase agreed to by Agency in a DDA with Developer.

6. Co-application/Cooperation.

- 6.1 Agency and Developer shall be co-applicants on any land use permit application sought in connection with this Agreement or subsequent Memoranda issued during the term thereof. Developer shall bear responsibility for all land use applications and permit fees unless otherwise agreed to by Agency in writing.
- 6.2 Agency and Developer shall each provide the other with all information reasonably related to the Property and Project which may be obtained without material expense upon written request. Agency and Developer shall cooperate in connection with any zoning and development code amendments, applications, permits, approvals or entitlements sought by Developer from any governmental authority with respect to the Project, including easements, provided Agency is not required to incur any material cost or liability connection with such applications, permits or approvals unless otherwise agreed to by Agency in writing.

7. Due Diligence. Developer may conduct due diligence and inspections of the Property, including physical, legal and engineering inspections, tests and investigations as it deems necessary or desirable including soils and environmental studies. Such studies and investigations may include (without limitation) zoning, land use, environmental, title, design review, covenants, conditions and restrictions, financing, leasing markets, project feasibility and related matters. The scope and cost of the due diligence and inspections shall be the sole discretion and responsibility of Developer. In the event Developer elects not to proceed with the DDA or development of the Project, Developer shall nonetheless provide Agency copies of all studies, including environmental and soils studies, surveys, title reports and similar information developed by or provided to Developer during Due Diligence.
8. Access. Agency shall provide Developer full access to the Property for purposes of Due Diligence. Developer shall provide Agency written notice, email is acceptable for this purpose, three days in advance of intent to access property. Developer shall repair or restore any damage caused by the Developer's or its agent's entry on or under the Property to the condition it was in, or better, prior to the damages.
9. Indemnity and Insurance. Developer hereby agrees to indemnify, defend and hold Agency, including its appointed and elected officials, officers, employees and agents harmless from and against any and all claims for injury to third persons or damage to property caused by or resulting from the acts of Developer or its representatives or consultants on or about the Property. During the term of this Agreement, Developer shall maintain insurance with respect to its activities on or about the Property, naming Agency as an additional insured, in amounts as follows: (i) commercial general liability insurance with a combined single limit of not less than \$2,000,000 per occurrence and with at least \$5,000,000 general aggregate; (ii) auto liability insurance with combined single limit of \$2,000,000 per occurrence;

(iii) employers liability insurance with a limit of not less than \$2,000,000; and (iv) in addition to the primary limits specified in (i) and (ii) above, excess liability insurance with a limit of not less than \$3,000,000 for each occurrence and in the aggregate. The indemnity required under this Section 9 survives termination of this Agreement.

10. No Assignment. Neither party shall assign or transfer its interest in this Agreement or the Property until termination of this Agreement or execution and delivery of the DDA.
11. Brokers. Agency and Developer each represent and warrant to the other that no broker, finder or other representative is acting on its behalf in connection with this Agreement. Agency and Developer agree to indemnify, defend and hold the other harmless from any claim or liability for any fee, commission or other compensation with respect to this Agreement, the DDA or other transactions contemplated hereby, asserted by any other broker, finder or other representative claiming through the indemnifying party. Section 11 survives termination of this Agreement.
12. Confidentiality. Agency and Developer agree all information submitted by Developer during the term hereof is submitted on the condition that Agency keep said information confidential. The Agency agrees not to disclose the confidential information provided by Developer, including but not limited to financial statements regarding Developer or the Project and pro forma information. The Agency can provide this information to a third party specifically hired by the Agency to assist in reviewing the proposed development. This nondisclosure agreement survives termination of this Agreement but does not apply to the extent any such information is publicly available, has been disclosed by other parties or is required to be disclosed by the Washington County District Attorney under Oregon public records laws. Agency further agrees that it will not disclose the terms of this Agreement, MOUs or DDA prior to the termination or expiration of this Agreement or execution of the DDA (whichever occurs first) unless disclosure is required by the Washington County District Attorney under Oregon public records laws.
13. Public Information. Upon execution of this agreement, Developer shall provide Agency a set of development concept plans like the massing diagrams previously provided to the Agency but without any detail information such as square footage or number of units.
14. Governing Law. This Agreement shall be governed by the laws of the state of Oregon.
15. Time of the Essence. Time is of the essence of this Agreement.
16. Amendments. This Agreement may be amended only by the written agreement of the Parties hereto.
17. Notices. All notices given under this Agreement must be in writing and either (i) personally delivered, (ii) delivered by express mail, Federal Express or comparable courier service, or (iii) delivered by certified mail, postage prepaid, return receipt requested, as follows:

To Agency: Forest Grove Urban Renewal Agency

Paul Downey, Assistant City Manager/Finance Director
1924 Council Street
P.O. Box 326
Forest Grove, OR 97116-0326

To Developer: WelshCORP
Jonathan Welsh, President
P.O. Box 185
730 Manzanita Avenue
Manzanita, OR 97130

All notices shall be deemed effective upon receipt. Any party may from time to time change its address for purposes of this Section by notice in writing to the other party.

18. Binding Effect. During the Term hereof and any extensions thereto the Parties shall negotiate in good faith to complete and execute a definitive DDA upon terms and conditions consistent with this Agreement and any MOUs. No sale agreement or other right, obligation or estate in land shall be created except by delivery and appropriate execution of the definitive DDA and all other related and necessary instruments duly authorized by the Forest Grove Urban Renewal Agency Board, the Forest Grove City Council, if necessary, and necessary Developer authorized representatives. If the DDA is not executed and delivered prior to expiration of the Term (and any extension(s) thereto) or if Developer elects in its sole discretion (by notice in writing to Agency) not to pursue development of the Project, this Agreement shall terminate and be of no further force or effect, except Sections 9, 11, 12 and 13 hereof which all survive termination. If during the course of negotiations, it becomes clear no agreement can be reached Developer shall not unreasonably withhold consent to early termination of this Agreement.
19. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be deemed as an original and which, when taken together, shall constitute one and the same Agreement.

DEVELOPER:	OWNER:
_____ Jonathan Welsh President and Owner, WelshCORP Dated _____	_____ Jesse VanderZanden Executive Director, Forest Grove Urban Renewal Agency Dated _____

EXHIBIT A

WelshCORP Development, d.b.a. Fresh Foods, Proposal for Site B

EXHIBIT B

Base Development Criteria for Negotiations

- o Development of an approximate 20,000 square-foot grocery store as approved by the Agency and, if necessary, the City of Forest Grove (“City”).
- o While no specific parking requirements apply to commercial use, parking shall be provided according to the parking study performed by a third-party consultant and approved by the City.
- o The design of the project shall complement and enhance the historic Town Center environment and be consistent with the City’s adopted development standards or design guidelines for the Town Center Transition zone contained in the City’s Design Guideline Handbook.
- o Site design shall support clear and direct pedestrian circulation on the site and to the site, particularly from B Street and Pacific Avenue as required by the City.

Exhibit C

Identified Development Costs

Information Currently Available:

The Developer has construction documents for the proposed development and is ready to begin the land-use and permitting process once the financing for the project is completed. The Developer has estimated construction costs available.

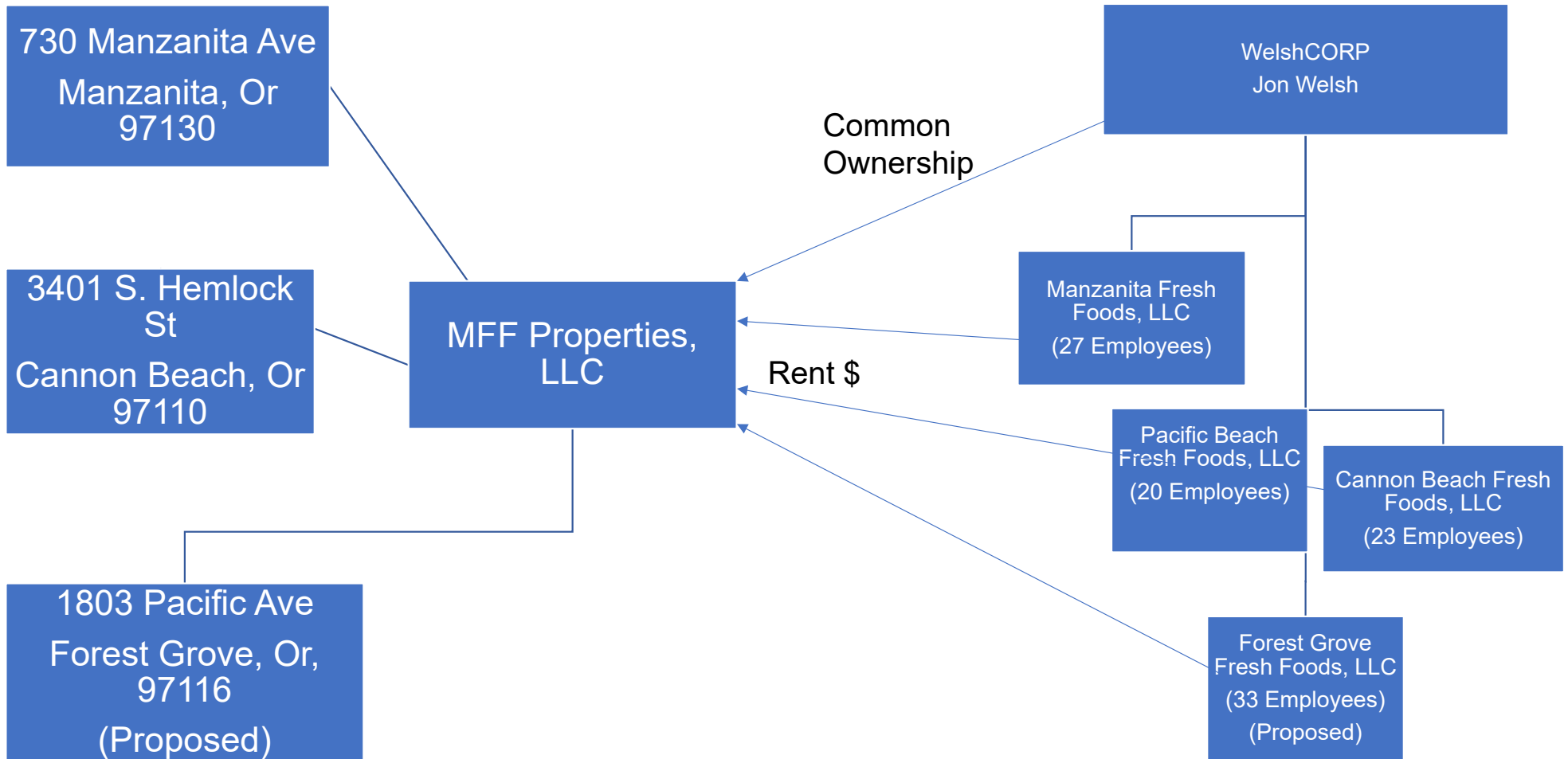
Estimated costs to be assumed by Agency include:

Financial consultant to develop financial plan	\$15,000
Complete survey of property, if needed, and any required lot line adjustments	\$10,000

Forest Grove Urban Development Proposal Times-Litho Site B

ENA: Exhibit A







The President of WelshCORP, managing member of MFF Properties, LLC and Chief Executive Officer of Fresh Foods is Jonathan Welsh. Jon has served in this role since 2006; during his tenure, the business has transferred from a general partnership to a corporation, sub chapter S. The business has increased its product and services, compensation of employees, bottom line profits and assets, all while decreasing liability and exposure. No stranger to the retail grocery environment, Jon grew up in grocery stores since birth. With over 22 years experience, he has held every position from courtesy clerk to store manager.

It was Jon's vision that prompted the expansion of the Manzanita Store in 2012. He oversaw the process, from concept to completion, directly involved with all financial aspects and the development of protocols necessary to adjust to an operation 6 times the size of the previous one. In 2016, Jon led the process of opening Fresh Foods second location in Cannon Beach from land acquisition, to financing and completion.

Prior to his position with the store, Jon served in various positions as an Officer in the United States Army. After serving as a combat infantry leader with multiple tours in the Global War on Terrorism, Jon was selected, as a junior Captain, to serve as his Battalions Logistic and Property Book Officer, a position usually reserved for senior Captains.

Outside of work, Jon's love is being part of the communities where his businesses are located. He is a board, and founding member of Neah-Kah-Nie Youth Athletics, devoting his time to coaching and supporting children's sports year-round. He acts as the assistant track and field coach of Neah-Kah Nie-High School and avid supporter of the high schools' various programs. In the community he is a generous donor to the North County Food Bank and various nonprofit agencies that work to benefit the underprivileged.

Jon was formally educated by Jesuit High School of Sacramento, California. He received his bachelor's degree from Washington State University, with a double major in Business Administration and Political Science, earning his Pre-Law Certificate. In addition, he was commissioned as an Infantry Officer in the United States Army, earning Distinguished Military Graduate honors. He is a graduate of the United States Infantry Basic Officer Course, Airborne Course, Air Assault Course, Mortar Leader Course, Sniper Employment Course, Unit Level Safety Course, and Defense Department Accounting Course. His decorations include the Army Achievement Medal, the Army Commendation Medal (3) and the Bronze Star Medal for actions in combat. Jon also earned multiple All-Academic Conference honors as a track and field athlete, as well as being a multiple time Conference Champion and All-Conference athlete in the PAC-10 while at Washington State University.



Fresh Foods is family owned, veteran run, full-service grocery store specializing in natural, organic, gluten-free, vegan and environmentally-friendly products, as well as traditional favorites. Established in 1997, Fresh Foods has grown to serve locals, the numerous tourist and second homeowners that frequent the coastal area due to the abundance of natural beauty. During our time in business, we have grown from a single store with \$600,000 in annual sales, to 3 locations (Manzanita, Cannon Beach and Seabrook Wa) with over \$18,000,000 dollars in sales. Fresh Foods employs 65 people with steady, year-round jobs, a rarity on the coast. A proud partner of the O.L.C.C, Fresh Foods holds both On and Off Premise Licenses and is one of the few grocery stores in the state to act a Liquor Agent for the state.

Fresh Foods is a very responsive business, able to adapt quickly to the changes in the economic climate, customer desires and product offering. With development, and luck, we have carved out a niche market on the Pacific Northwest Coast. With virtually no commercial property available, the threat of larger chain stores and further competition moving in is essentially a non-starter. We now look to take our brand eastward to Washington and Yamhill counties, as we have been approached by multiple municipalities to act as anchor tenant of either their master plans, rejuvenations or expansions.



The Architectural and Contractor Team

KEELEY O'BRIEN

OWNER / PROJECT EXECUTIVE
In construction Industry 25 Years

2011-Present O'BRIEN & COMPANY
Executive Director/CEO

2008-2011 O'BRIEN CONSTRUCTORS
Project Manager

2005-2008 GRAY DEVELOPMENT
Senior Development Associate

1998-2005 BECHTEL CORPORATION
Project Engineer to Area Project Manager

1993-1998 O'BRIEN CONSTRUCTORS (OTKM)
Laborer and Labor Foremen

AFFILIATIONS



AGC
Associated General Contractors



USGBC
US Green Building Council

EDUCATION

Bachelor of Science
Construction Engineering
Management

Oregon State University
Corvallis, Oregon
Bachelor of Science
Business Management with
Minor in Business Finance

Oregon State University
Corvallis, Oregon



ROBERT HOFFMAN, AIA

MANAGING PRINCIPAL
In architecture Industry 33+ Years

EDUCATION

Master of Architecture
University of Oregon
Graduate Teaching Fellow

Bachelor of Environmental Design, Cum
Laud

North Carolina State University
Architecture Faculty Book Award for
Achievement in Design
Alpha Rho Chi Medal for Service and
Leadership of Science

2019-Present OPEN CONCEPT ARCHITECTURE, INC.
Managing Principal

2014-2019 AIA OREGON
Executive Vice President/CEO

2007-2014 MULVANNY G2
Principal

2002-2007 FLETCHER FARR AYOTTE
Associate Principal

1999-2002 BOORA ARCHITECTS
Associate, Design Architect, Project Architect

1995-1998 MAHLUM ARCHITECTS
Associate

1991-1995 DULL OLSEN WEEKES ARCHITECTS
Project Designer

1991-1992 EARNEST MUNCH ARCHITECT
Intern



MIXED-USE PROPERTIES

Gray Development - Temple Town
Lake Luxury Apartments, Tempe, AZ;
Negotiated \$56 Million, 1/04 to 6/07;
Client: Bruce Gray

HOSPITALITY PROJECTS

Headlands Coastal Lodge & Spa,
Pacific City, OR; Negotiated w/GMP
\$9 Million; 11/16 to 12/17; Client:
Nestucca Ridge Family of Companies-
Jeff Schons, Owner

Inn at Cannon Beach, Cannon Beach,
OR; Negotiated w/GMP, \$3 Million
Client Escape Lodging 9/17 to 6/18;
Client: Patrick Nofield:
Owner

Inn at Nye Beach, Newport, OR;
Negotiated \$5.5 Million GMP; 9/15
to 6/16; Client: VIP Hospitality, Robert
Edmonds, General Manager

Holiday Inn Renovation, Seaside, OR
Negotiated with GMP \$2 Million 9/17
to 6/18; Client: Lincoln Assets Torre T.
Morgal Owner

Pelican Pub Brewery, Cannon Beach,
OR; Negotiated w/GMP, \$3.5 Million;
8/15 to 5/16; Client: Pelican Pub-Mark
Dunn, General Manager

EDUCATIONAL FACILITIES

Nehalem Elementary School Seismic
Rehabilitation, Nehalem, OR; CM/GC
with GMP; \$1.2 Million; 6/17 to 8/18;
Client: Neah-Kah-Nie School District,
Erlebach, Superintendent

Nestucca Valley Elementary Seismic
Rehabilitation, Cloverdale, OR; CM/
GC w/GMP \$1.3 Million, 6/17 to 8/17;
Client: Nestucca Valley School District
- Misty Wharton, Superintendent

Liberty Elementary Gym Seismic
Rehabilitation, Tillamook, OR; CM/GC
w/GMP \$1 Million, 6/17 to 8/17; Client:
Tillamook School District-Randy Schild,
Superintendent

OTHER PROJECTS

Bechtel - Southern New Jersey Light
Rail, Camden, NJ; CM/GC w/GMP \$128
Million, 5/01 to 6/03; Client: State of
New Jersey

Bechtel - Portland Airport Max -
Portland, OR; C CM/GC w/GMP \$48
Million, 1/98 to 5/1; Client: Trimet,
Young Park

Seaside Convention Center, Seaside,
OR; CM/GC with GMP \$11 Million; 6/18
to 6/19; Client: Seaside Convection
Center; Russ Vandenberg, General
Manager

MIXED-USE PROJECTS

- The Wyatt Mixed-Use Development
- North Pearl Mixed Use Development
Study
- Villebois Mixed-Use Development
- Southport Mixed-Use Community
- CADA Sites 2 & 3, Mixed-Use
- Development Sutter Community Block
Mixed-Use

EDUCATIONAL FACILITIES

- Culver Elementary School
- Culver Middle School
- Parkrose High School
- Dallas High School Additions
- Clear Creek Middle School
- Crosby-Garfield School Renovation
- Pala Youth Center
- Thompson School Renovation
- Lacombe School Addition

HOSPITALITY PROJECTS

- Nicholas Jay Winery
- Paige Winery
- White Walnut Vineyard
- Ascend Hotel, Lincoln City
- Domaine Drouhin, Offices

HEALTH CARE FACILITIES

- Valley Medical Group Office Bldg.
- HAP Providence Senior Housing
- High Desert Medical Center

COMMERCIAL FACILITIES

- Mesa Arts Center
- Visual Arts Center
- Harrison Library Renovation
- Wake County Attorney Offices
- Wake County Equipment Building
- Wake County Fireman Training Center

JEREMY COGDILL

LEED AP BD+C

SENIOR PROJECT ARCHITECT

In architecture industry 15+ Years

2019-Present OPEN CONCEPT ARCHITECTURE, INC.
Senior Project Architect

2017-2019 COGDILL DESIGN-BUILD
Sole Proprietorship Owner

2006-2017 ZGF ARCHITECTS, LLC
Project Architect and LEED Specialist

2003-2007 COGDILL DESIGN-BUILD
Sole Proprietorship Owner

EDUCATION

Bachelor of Science in Architecture - 5 year accredited degree (Cum Laude)

University of Oregon

Eugene, Oregon

PROGRAMS/CERTIFICATIONS/ACHIEVEMENTS

ACE Mentorship Program (6 years)

World Affairs Council of Oregon (10 years)



FOOD RETAIL/GROCERY EQUIVALENT PROJECTS

Whitman College Residence and Dining Halls (LEED Platinum) Responsible for taking five different projects at Whitman College through the permitting process. The main focus was on a 150 student residence hall along with two new dining facilities, replete with low tech passive solutions that allowed students to be part of the environmental narrative.

RESIDENTIAL PROJECTS

Mirror Lake Retreat, Mt. Hood National; Forest 3,300 SF retreat overlooking a private 5 acre lake. Lumber was milled on site, cedar shakes split by hand, stones collected from the site.

Mirror Lake Retreat, Mt. Hood National; 700 SF guesthouse, outdoor pavilion, sauna, artist studio, and 300 person amphitheater.

OTHER PROJECTS

US Embassy Compound, Colombo, Sri Lanka (LEED Gold Equivalent, Design Excellence) Multi-building campus located on a 6.5 acre beachfront site directly across from the Presidential Compound. Oversaw a team of nearly sixty architects and consultants on a fast-track schedule, balancing a low-rise pavilion scheme with highly technical security demands, and complex operational phasing with existing facilities. Scheduled for completion 2020.

Port of Portland Headquarters (LEED Platinum) 205,000 SF office building. Worked on project from initial user group discussion and interviews clear through construction. My role focused on the design of extensive and intensive green roofs, conference area, living machine coordination, and large atrium spaces to encourage office-wide cross-departmental interactions in the form of a central living room.

Technology Headquarters (LEED Gold) Design of a one million SF high-performance headquarter building for a prominent technology firm. Helped client to redefine workplace culture through innovative social hubs, fostering informal collaboration in a healthy, sustainable environment rich with amenities.

VITO CERELLI

SENIOR DESIGNER

In architecture industry 15+ Years

2016-Present OPEN CONCEPT ARCHITECTURE, INC.
Senior Designer

2010-2013 TOLOVANA ARCHITECTS
Designer

2004-2010 MERSEELLI CONSTRUCTION
Contractor / Carpenter

PROGRAMS/CERTIFICATIONS/ACHIEVEMENTS

Oregon Home - Cover 2018

EDUCATION

Bachelor of Architecture

University of Oregon

Eugene, Oregon



GROCERY PROJECTS

Fresh Foods Marketplace - Cannon Beach, OR; CM/GC with GMP \$2.5 million; 2016; **Client:** Fresh Foods Marketplace

Fresh Foods Liquor Store, Manzanita, Oregon; CM/GC \$120K; 8/19-10/19 **Client:** Fresh Foods, Jon Welsh - Owner

RESIDENTIAL/MULTI-UNIT PROJECTS

Arch Cape Loft - Arch Cape, OR; CM/GC with GMP \$1 million; 2018

Nazania Residence - Cannon Beach, OR; CM/GC with GMP \$750,000; 2017

Falcon Cove Residence - Falcon Cove, OR; CM/GC with GMP \$600,000; 2019

Pacific St. Residence - Cannon Beach, OR; CM/GC with GMP \$850,000; 2017

HOTEL PROJECTS

Astoria Holiday Inn, Astoria, OR; Negotiated \$4.5 million GMP; 9/15 to 4/16; **Client:** Blue Heron LLC, Dave Weber, Owner

Pelican Shores Hotel, Lincoln City, OR; Negotiated \$2 million GMP; 10/14 to 2/15; **Client:** Westover Inns, Owner

PHIL ROBERSON

ARCHITECT

In architecture industry 8+ Years

PROGRAMS/CERTIFICATIONS/ACHIEVEMENTS

Recipient of the Penn Design Dean's Diversity Full Scholarship
Studio work featured in the Green Urban Global Architecture
and Design Exhibition at the AIA Philadelphia

2016-Present OPEN CONCEPT ARCHITECTURE, INC.
Architect

2015-2019 HOLST ARCHITECTURE
Design Staff

2012 HACKER ARCHITECTS
Intern

2011 WILLIAM C. TRIPP ARCHITECT
Intern

EDUCATION

Master of Architecture
with Certificate in Historic Preservation
The University of Pennsylvania School of Design
Philadelphia, PA

Bachelor of Science Cum Laude Portland State University
Portland, OR



MIXED-USE PROJECTS

Revere - Portland, OR; CM/GC with
GMP \$30 million; 03/16-01/18; **Client:**
Fore Property Company

The Fowler - Boise, ID; CM/GC with
GMP \$18 million; 08/15-03/16;
Client: Local Construct

HOSPITALITY PROJECTS

Pullman Wine Bar & Merchant -
Portland, OR; CM/GC with GMP
\$950,000; 10/18-07/19;
Client: Grand Ventures Hotel LLC with
David Machado Restaurants

OTHER PROJECTS

The Royal Institute of Law Library -
Pangbisa Paro, Bhutan; CM/GC with
GMP Undisclosed; 01/18-9/18; **Client:**
Bhutan Foundation, Jigme Singye
Wangchuck School of Law

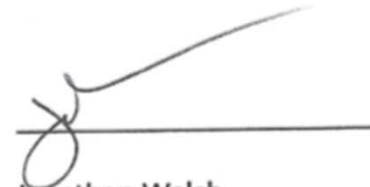
PCC Cascade Hall & Student Union -
Portland, OR; CM/GC with GMP
\$36.9 million; 03/12-08/12;
Client: Portland Community College

O'Brien and Company, LLC is a well-respected construction firm with countless notable projects ranging from PDX Airport retail spaces, to multiple, upscale, award winning wineries not far from Forest Grove. They have been a trusted partner of MFF Properties, LLC dating back to 2011, when Fresh Foods was their first commercial project under Keeley's ownership tenure. They have been entrusted with multiple coastal school districts seismic renovation projects and dominate the hospitality business in the north coastal counties.

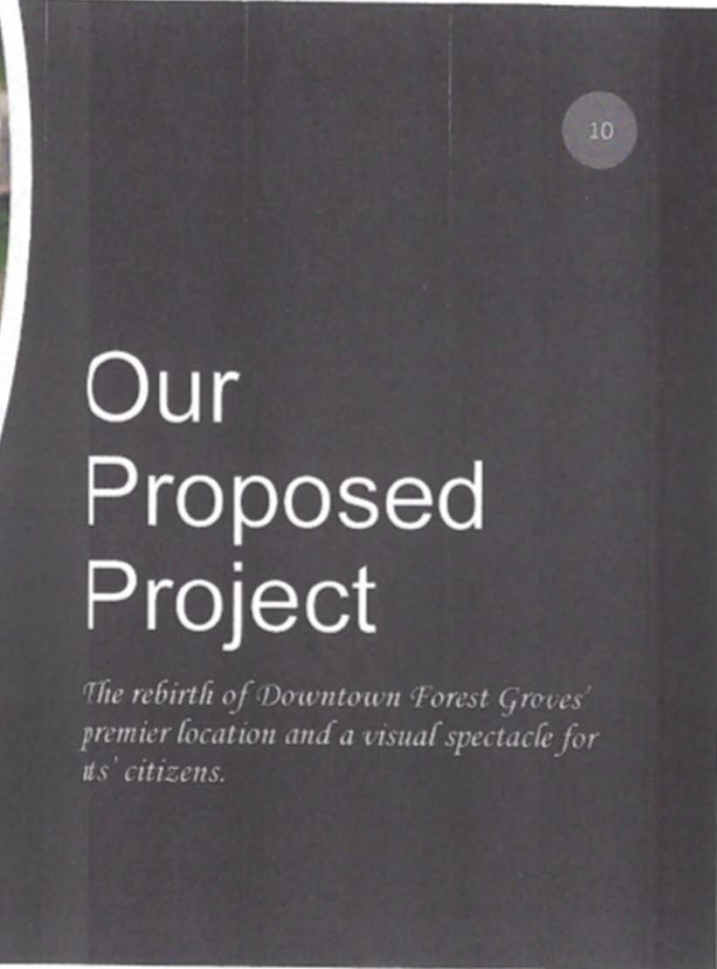
Proposer's Statement

WelshCORP, MFF Properties LLC and all members of its' development team have the ability and full intent to comply with all the qualifications entailed in this project.

None of the involved parties have any other projects that present any conflicts of interest at this point of the foreseeable future.

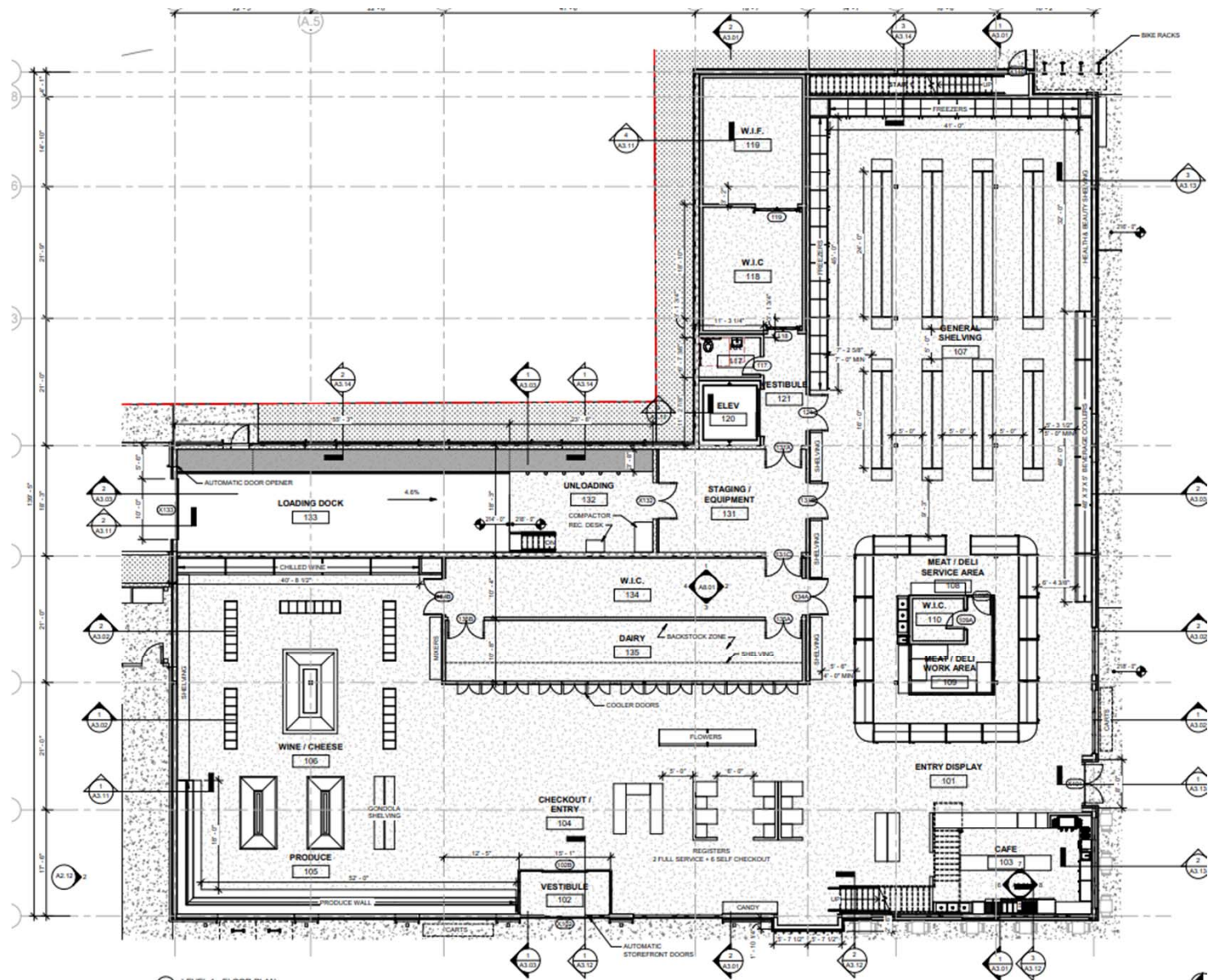


Jonathan Welsh
President



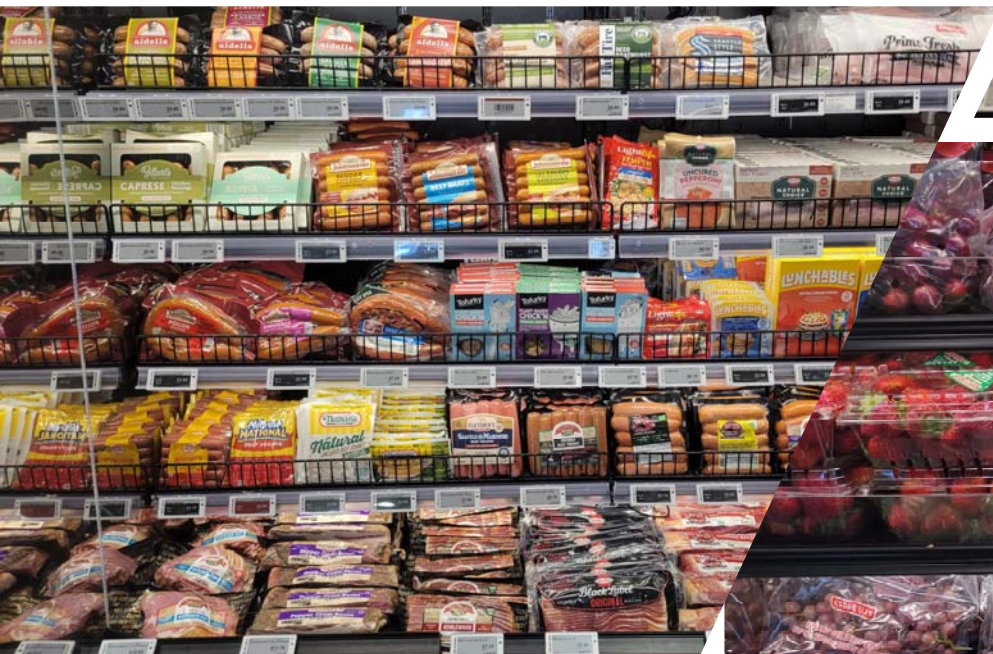


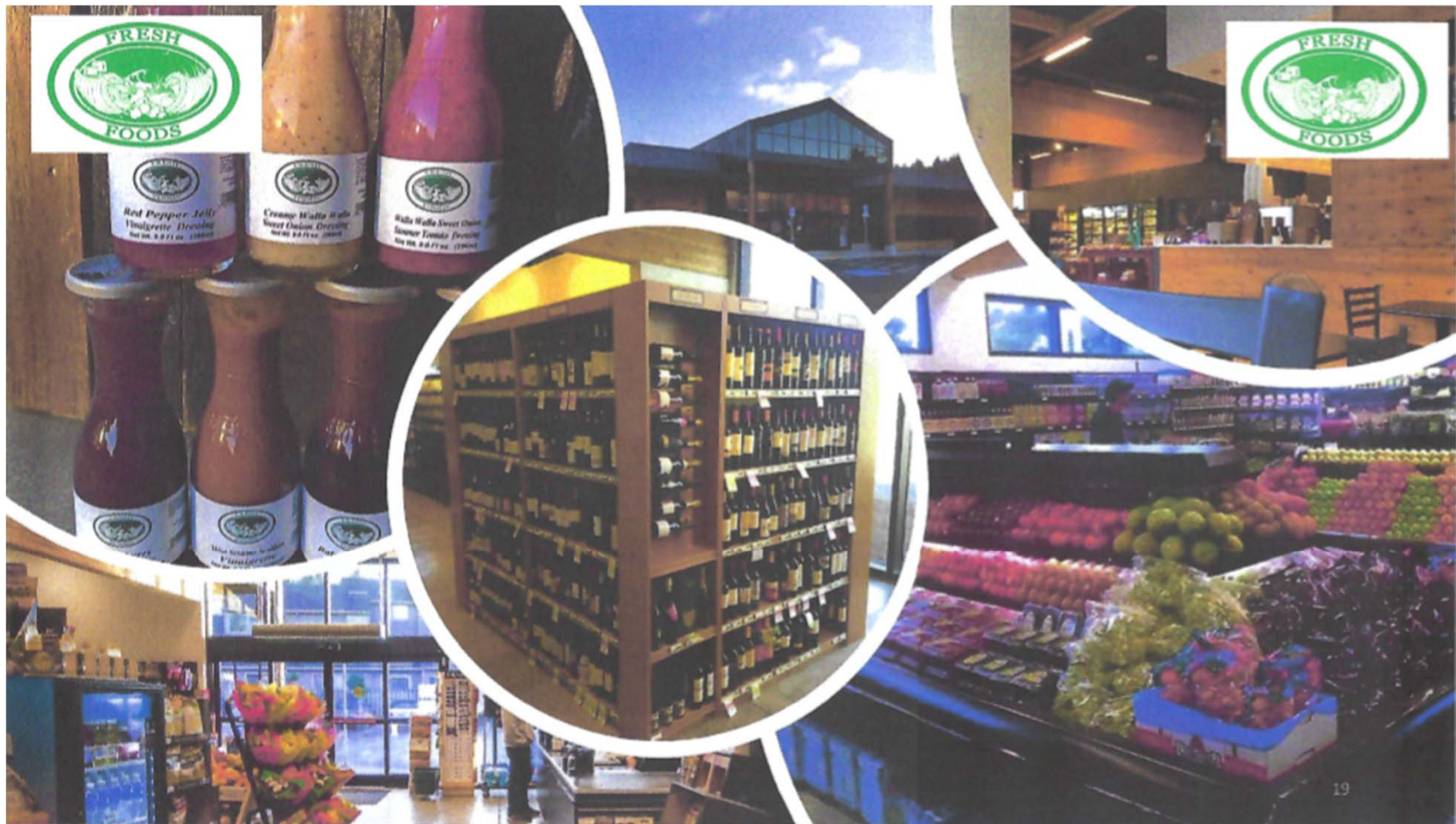
FRESH FOODS
FOREST GROVE, OREGON





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Disclosure Statement

WelshCORP, MFF Properties, LLC nor any of its' subsidiaries has been, or are, involved in any civil or criminal litigation or investigation in the past 5 years.



Jonathan Welsh
President

Financial Capacity

WelshCORP/MFF Properties, LLC are in current negotiations with two outside developer who have agreed to finance the cost of development in conjunction with our own equity injection. The details of this arrangement will be finalized and available soon.

Financial Request

Due to the current construction market conditions, we ask the City and Urban Renewal Agency for as much financial assistance as possible to get the development underway in a timely manner. Any combination of assistance from subsidizing the land purchase, waiver or assistance on system development fees or expedited permitting would be appreciated.