

URBAN RENEWAL AGENCY OF THE CITY OF FOREST GROVE

URA RESOLUTION NO. 2020-06

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

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

WHEREAS, City 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 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 pre-development work on Site B.

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

Section 1. The City approves the Exclusive Negotiation Agreement for the pre-development work on Site B.

Section 2. That the City Council authorizes the URA Executive Director to sign the agreement in a form substantially akin to that attached to this resolution as Exhibit A.

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

PRESENTED AND PASSED this 13th day of July, 2020.



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 13th day of July, 2020, and filed with the Forest Grove City Recorder this date.



Peter B. Truax
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 northwest 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 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 preparing its initial proposal, conducting due diligence, providing preliminary conceptual design aspects and refining its development proposal. 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 which may be extended for an additional 120-day renewal term upon the written approval of the Agency Executive Director. 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 A.
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. Pre-Development Assistance.
 - 5.1 Pre-development costs for Phase 1 are estimated to be a total of \$31,500 for the Agency, which agrees to contribute up to a maximum of \$31,500 toward certain Pre-development tasks identified in Exhibit B including:
 - A. Agency is responsible for costs associated with environmental and geo-technical reports on the Property as well as a survey thereof. Agency will provide any lot line adjustments necessary to make the whole property a single lot.
 - B. Agency will pay up to \$15,000 for a Traffic and Parking Study for the proposed development and will work with the Developer to ensure the study addresses the requirements for this proposed development. Developer will reimburse Agency for any costs of the study in excess of \$15,000.
 - 5.2 The Developer is responsible for all pre-development architect and engineering work on the project and this work is not included in the description of pre-development work in Section 5.4.
 - 5.3 Agency will provide the Market Analysis for Grocery Retail Space in Forest Grove, February 2018 that was prepared for the City of Forest Grove. If additional market study work is required for this project, the additional work is the responsibility of the Developer unless the Agency has not spent the maximum contribution described

in Section 5.1. If the maximum has not been reached and all of the other tasks listed in Exhibit B are complete, the Agency will contribute funds for this study until the maximum is reached.

- 5.4 All pre-development work products, excluding the additional market study work, if any, are the property of Developer and Agency except in the event of an early termination pursuant to Section 2 above, in which case all pre-development work products listed in Exhibit B become the sole property of Agency.
- 5.5 Developer monies paid pursuant to this Agreement will 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 application and permit fees unless otherwise agreed to by Agency in writing.
- 6.2 Agency and Developer shall each provide the other 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. This 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. 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 review of 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 similar to 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, Administrative Services 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.

- signatures on following page -

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

EXHIBIT B

Base Development Criteria for Negotiations

- Development of a mixed-use development, consisting of a grocery store and adjacent apartment complex as approved by the Agency and, if necessary, the City of Forest Grove (“City”). The initial proposal is for an approximate 20,000 square-foot grocery store with at least 12 apartment units built on top of the store.
- Developer and Agency mutually agree that the residential component of the project shall contain at least 30% of units dedicated to housing affordable to families making no more than 60% of Median Family Income (MFI) for Washington County, as defined by the US Department of Housing and Urban Development (HUD) and published by Oregon Housing and Community Services.
- Parking for the residential units shall be provided according to the requirements in the Forest Grove Development Code. While no specific parking requirements apply to the commercial use, parking shall be provided according to the parking study performed by a third-party consultant and approved by the City.
- 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.
- 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 Pre-Development Costs

Information Currently Available:

The Agency or City of Forest Grove (“City”) has the following relevant information and will provide the information as part of the pre-development process pursuant to Section 5 of this agreement:

From Jesse Quinn Development:

Phase I and Phase II Environmental Studies
Site Specific Cleanup Report for Jesse Quinn
Site Survey
Geotechnical Report

Other Studies:

Market Study for Grocery Store (Feb. 2018)

Additional Requirements

Estimated pre-development costs subject to reimbursement pursuant to Section 5 of this agreement includes the following:

Entire Project:

1. Traffic and Parking Study \$15,000

Estimated costs to be assumed by Agency include:

Update to Phase I and II Environmental Reports, if needed	\$3,000
Geotechnical Report Update, if needed	\$8,000
Complete Survey of Property, if needed	\$3,000
Any Lot Line Adjustment Required	<u>\$2,500</u>
Total:	\$16,500



<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	6.
MEETING DATE:	07/13/2020
FINAL ACTION:	URA RESO 2020-06

URBAN RENEWAL AGENCY STAFF REPORT

TO: *Urban Renewal Agency Board of Directors*

FROM: *Jesse VanderZanden, Executive Director*

MEETING DATE: *July 13, 2020*

PROJECT TEAM: *Paul Downey, Administrative Services Director*

SUBJECT TITLE: *Approve ENA and Authorize Executive Director to Execute ENA*

ACTION REQUESTED:

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Ordinance	Order	X	Resolution	X	Motion	Informational

X all that apply

ISSUE STATEMENT: The Forest Grove Urban Renewal Agency (URA) issued a request for proposal to develop the URA-owned Site B on the corner of “B” Street and Pacific Avenue which is the vacant property next to the Jesse Quinn Apartments Budget. The URA received one concept proposal for the property for an approximate 20,000 square-foot grocery store with 12 apartments above the grocery store. The URA Committee (URAC) approved the concept proposal and forwarded it to the URA Board, which on May 11, 2020, gave staff direction to pursue an Exclusive Negotiating Agreement (ENA) as the next step in the process to approve development of the project. Staff is finalizing the ENA with the developer and is asking the URA to approve the draft ENA and authorize the Executive Director to approve ENA in the current form allowing for minor modifications in the final version of the ENA.

BACKGROUND: The City Attorney’s Office has reviewed the proposed ENA. The ENA does not approve the development but it has several purposes including:

- It sets out base criteria for the development that will be used for future discussions as the project moves forward.
- The ENA gives WelshCORP, LLC, exclusive negotiating rights for the property for six months while it performs its due diligence for the property including doing site evaluation, additional design work based on the site evaluation, working with City staff on required elements for the building and site, and determining how much affordable housing the project will have and how the affordable housing will be managed.
- The ENA states what pre-development assistance the URA is willing to provide during the pre-development review period. Most of the URA assistance is for the traffic/parking study and doing what is needed with the site in preparation to ultimately sell the property to WelshCORP. The URA and the City already has information about the site that can be

provided to the developer such as geotechnical, hazardous waste assessments, and site survey information.

- It states what the developer is responsible to do such as architect and engineering design.

The intent is that if the pre-development review performed under the ENA is successful and both parties agree to move forward with the development, the next step would be a Disposition and Development Agreement (DDA), which will provide a detailed description of the project and what the developer is required to do, set out the terms for the disposition of the property, and describe what further assistance the URA will provide, if any, such as land write-down or permit fee assistance. If a DDA is completed, the developer would begin construction of the project.

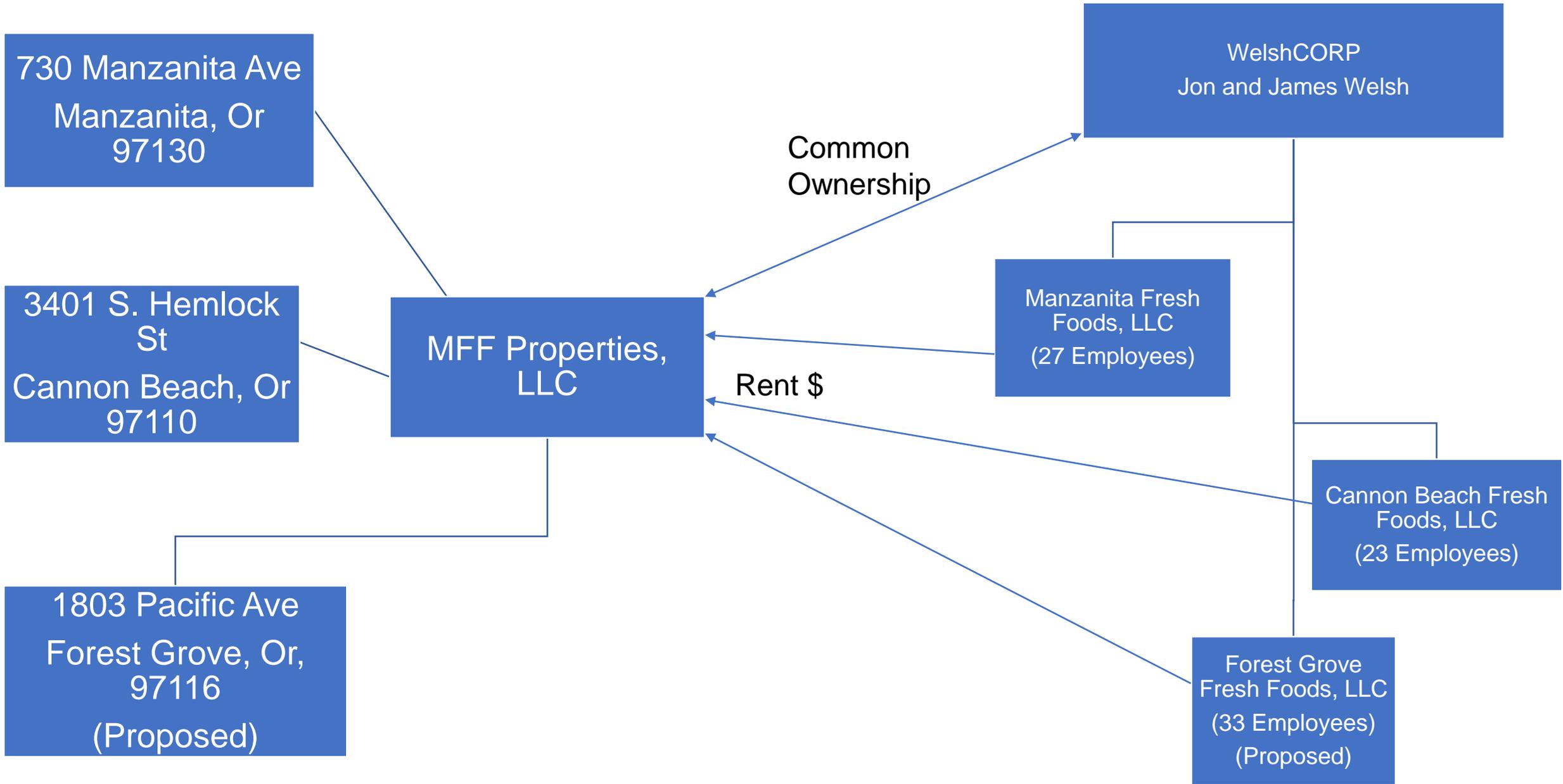
FISCAL IMPACT: The ENA is offering up to \$31,500 in URA financial assistance for this pre-development phase. The FY 2020-21 Adopted Budget has \$321,161 budgeted in Undesignated Projects that can pay for this proposed funding. During the budget process, this line item was identified as the source for financial assistance that may be offered during the process. A separate line item will be established in the URA budget to separately track all direct financial assistance.

STAFF RECOMMENDATION: Staff recommends the URA Board of Directors approve the attached resolution to approve the ENA and authorize the Executive Director to execute the agreement.

ATTACHMENT: Resolution Authorizing Approval Of Exclusive Negotiating Agreement With Welshcorp, LLC, For The Property Known As Site B On The Former Times Litho Property And Authorizing The Executive Director To Execute The Agreement On Behalf Of The Urban Renewal Agency

Forest Grove Urban Development Proposal Times-Litho Site B







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 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 2 locations (Manzanita and Cannon Beach) with over \$12,000,000 dollars in sales. Fresh Foods employs 55 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 North Oregon 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 as acting 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

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



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

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,
Erlbach, 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
Manage

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 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

HOSPITALITY PROJECTS

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

COMMERCIAL FACILITIES

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

EDUCATIONAL FACILITIES

- Culver Elementary School
- Cukver 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

HEALTH CARE FACILITIES

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

Unlversity of Oregon

Eugene, Oregon

PROGRAMS/CERTIFICATIONS/ACHIEVEMENTS

ACE Mentorship Program (6 years)

World Affairs Council of Oregon (10 years)



VITO CERELLI

SENIOR DESIGNER

In architecture industry 15+ Years

2016-Present OPEN CONCEPT ARCHITECTURE, INC.

Senior Designer

2010-2013 TOLOVANA ARCHITECTS

Designer

2004-2010 MERSERELLI CONSTRUCTION

Contractor / Carpenter

PROGRAMS/CERTIFICATIONS/ACHIEVEMENTS

Oregon Home - Cover 2018

EDUCATION

Bachelor of Architecture

University of Oregon

Eugene, Oregon



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.

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



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.

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



Our Proposed Project

The rebirth of Downtown Forest Groves' premier location and a visual spectacle for its' citizens.



AERIAL VIEW SOUTHWEST



AERIAL VIEW SOUTHWEST



AERIAL VIEW SOUTHWEST



AERIAL VIEW SOUTHWEST

Project Highlights

- Simply put, this project accomplishes all the Agencies objectives.
- 20,000 sq/ft Retail Grocery Store that attracts over 750 visits a day, conservatively, enhancing all surrounding businesses (Growler Garage, etc..).
- 12- 900 sq/ft Housing units overhead that will all be in the affordable scale (we reserve the right to maintain one unit for business use).
- 21,000 sq/ft Parking lot with 12 stalls for tenants, with additional 23 stalls for customer/employee use.
- Sloping elevation from the Jesse Quinn to our 3-story project to transition to the residential sector.
- An alternative retail grocery store that provides product that is currently unavailable in Forest Grove and will help alleviate traffic concerns at the east end of town.

Building Highlights

- Long lasting metal and cedar envelope materials that pose a modern look, while being sustainably maintained.
- A public sidewalk/seating area outside with clean, green landscaping that will enhance the character of west downtown.
- Extensive glass for natural lighting and visual aesthetics.
- We will adhere to as many LEED practices as the budget will allow for, including LED lighting etc..
- This building has already been built on a slightly smaller scale, is available to see and experience, so we foresee no challenges at this point.



Our Stores

