

TO: All Alders
SUBJECT: 18+ Performance and Visual Arts Entertainment License
FROM: Franny Ingebritson
DATE: September 28, 2017

I will not have enough time to speak to all the issues that I feel are important in your discussion regarding The Edgewater's application for an 18+ Entertainment License. Since 2010 the pattern of behavior demonstrated by Edgewater representatives has been disconcerting to say the least. After over three years of dealing with the hotel on issues surrounding unacceptably loud outdoor amplified sound, my well of trust has almost run dry. The hotel has been incapable of self-monitoring their noise issues. Today the neighborhood has a collective memory of the flawed process surrounding this redevelopment project. I think it is important to remember that process to prevent it from happening again.

BACKGROUND: The Edgewater Public Access Management Agreement (PAMA)

Bob Dunn and his representatives withheld crucial information concerning the specific types of events the hotel intended to book for The Edgewater's outdoor public Plaza. As a result, neither the Plan Commission nor the Common Council had the information they needed to make informed decisions regarding certain terms and conditions in the Public Access Management Agreement (PAMA). In April 2014, members of the Alcohol License Review Committee (ALRC) were in the same boat when the hotel applied for an 18+ Performance and Visual Arts Entertainment License.

At no time during the Edgewater review process did Dunn or his team reveal that his **"vision for the Plaza and the property overall [was] to be somewhere for people to go to see live music."** (See A. Zani's article on p. 2)

Had members of the Plan Commission, Common Council and ALRC been aware of Dunn's intent to turn the outdoor Plaza into an entertainment venue for amplified live music, there would have been a more thorough and serious review and discussion of the negative effects this vision, if realized, would have on nearby neighbors.

What other business located in a residential neighborhood with a license to serve alcohol would be permitted to have **outdoor amplified sound** from 8:00 am to 11:00 pm, 365 days a year? **NONE.**

For his own reasons, Mayor Dave allowed the PAMA to be "negotiated" without transparency in the City Attorney's office. In reality the agreement wasn't negotiated between parties with equal standing. Mayor Dave's, **"just make it work"** orders to city staff allowed The Edgewater team to control the process. For the most part, the City Attorney's office rubber stamped whatever Bob Dunn wanted. (See Shawn Doherty's article below.)

SELECTED EXCERPTS

- **"The Edgewater: The debate that just won't die"**

Shawn Doherty, *The Capital Time* Posted: Oct. 19, 2011

.....After defeating Mayor Cieslewicz, Mayor Soglin met with city "staff to ask them about the Edgewater". "It was even worse than I thought."...."I was distressed because the staff had been directed to arrive at a conclusion They were directed to devise a city TIF project that provided the developer the necessary \$16 million because Bob Dunn walked into the office and said 'I want \$16 million.' That is unprecedented."

.....When he was mayor in previous years, staff called the shots, Soglin said, not the developer...Several sources who asked not to be identified told me that as the process unfolded, great pressure was put on members of city commissions and committees, on alders, and on city staff to get the project moving. Alder

Mike Verveer even claims to have seen staff “bullied” into bending rules for the project. “And when I say bullied I mean in an insulting way told by political staff in city hall that the professional staff needed to interpret ordinances in particular ways and places in particular ways and to grease the wheels for this proposal,”

- **“When it comes to TIF redevelopment project, Joe Gromacki is the city’s dealmaker”**
Shawn Doherty, *The Capital Times*, Nov. 1, 2011

Gromacki Quotes:

“I felt that some of this project was already preordained, in his mind anyway. He [B.Dunn] was very inflexible with some things.”

“We can’t afford the terrace. Why are we doing this?” Bob [Dunn] dug in his heels and said “This is my vision and everybody loves it. It will look great.”

“I think I was misled.....It was about a third of the way into the negotiations when I got them to fess up. So then I went back to the mayor’s office and said this isn’t about infrastructure anymore, this guy wants \$16 million for some private costs that we’re going to have some kind of limited rights of access to. And it was, well, you know, **‘just make it work.’**”

... “it was difficult to negotiate when things had already been agreed to.”

- **“Laptop City Hall: Does the Edgewater project live up to the promise of providing great new public spaces?”** Shawn Doherty, *The Capital Times*, Nov. 15, 2011

...I [Doherty] asked Asst. City Atty. Zellhoefer. Isn’t a lot left up to the discretion of the hotel? Aren’t we basically hoping that they decide to be nice? **What’s to stop the hotel from deciding to have a General Event every day?**...“The council was satisfied enough with the agreement to vote for it,” she said.

What happened? I asked Ald. Mike Verveer. The city attorney’s office did yeoman’s work,” he said. “But they were under tremendous political pressure, **and the public access agreement is a victim of that.**” As for the council, he said, it was feeling so “helpless” in May 2010 after almost two years of debate they simply went along and **“rubber stamped this sham public access agreement** that gives away most of the community’s rights to that plaza for largely private events.”

- **Andea Zani, “Live entertainment keeps The Edgewater hopping all summer long”**
Wisconsin State Journal, July 1. 2016

“Bob Dunn has a vision for the Plaza and the property overall to be somewhere for people to go to see live music,” Arendas [Edgewater’s marketing and public relations manager] said. “It seems to be catching on.”

The summer schedule is heavy on live music, with not one but three regular live music series—Thursday, Friday and Saturday nights.

There’s also an outdoor movie series every Tuesday and once-a- month Festivals on the Plaza...

“It’s a little bit of if you build it, they will come. For next year, once we demonstrate the value and that people are showing up, we’d love to have more of a permanent band structure and a regular setup,” she said. “The investment this year had been in the bands and getting them here.”

- **Adams, B. (August 1, 2016). “Arbitration panel rules against The Edgewater hotel, orders \$14 million payment to contractors”, *Wisconsin State Journal*, Retrieved from host.madison.com**

[As a result of a \$16.3 million construction lien against The Edgewater Hotel filed by J.F. Findorff & Sons in June 2015, an arbitration panel ordered The Edgewater (Bob Dunn) to pay attorney and expert witnesses fees, \$14,815,812 to the general contractor and architects, and interest on the money owed.]

....The ruling....by the three person [arbitration] panel included harsh criticism of the way contracts were written and the way in which the hotel’s owner, Bob Dunn, “micromanaged” the project. Dunn hired Hammes Co., of which he is president, to make decisions and manage the the project....

....“The panel finds that Hammes/Edgewater did not properly manage The Edgewater hotel project,”.... “In fact, Hammes/Edgewater became its own worst enemy.”

....Hammes/Edgewater failed to provide timely design and construction documents to the contractors, to give timely design decisions to progress and advance construction and to operate in good faith in its dealing with the architect, general contractor and subcontractors. The ruling also said Hammes/Edgewater “**failed to negotiate in good faith or in a timely manner**” on requests for change orders and contract time extensions and it failed to make timely payments.

“Ironically, Hammes is the only entity that has received full payment.”

....The Edgewater was not a Hammes project but Dunn hired the company to oversee the hotel’s construction. However, a project management agreement between Dunn and Hammes stipulated that only Dunn could make decisions for any item valued at more that \$10,000, something that was not relayed to J.H. Findorff & Son [general contractor] and others hired for the project, according to the ruling.

....”In fact, the project manager (Hammes) was an independent contractor only as a technicality. Hammes was actually an alter ego of Mr. Robert Dunn who controlled every aspect of what Hammes did before, during and after the project.”