



**Judge Doyle Square
Alder Questions via City Point of Contact
As of April 7, 2016**

Date	Requestor	Question	Team	Status	Attachment
February 15	BOE	Can you modify the parking ramp design?	Beitler	Response presented at 3/9 interview and included in the 3/18 Negotiating Team Report (on web site)	On web site
February 15	BOE	Can you reduce City TIF assistance to \$25 million?	Vermilion	Response presented at 3/9 interview and presented in in the 3/18 Negotiating Team Report (on web site)	On web site
February 15	Alder Ahrens	Can the trays of the ramp be built flat so it can be adaptively reused if car usage is less in the future	Negotiating Team	Response sent on 4/5	Attachment A Page 4
February 16	Alder Zellers	Bird friendly glass	Beitler	Response presented in 3/9 interview materials (on web site)	Attachment B Page 5
February 16	Alder Zellers	Add stalls in new GE for neighborhood businesses	Negotiating Team	Parking Utility/TPC can determine the number of stalls to allocate for monthly parking	Attachment C Page 9
March 3	Alder Ahrens	Assessed values by project element for both dev proposals	Negotiating Team	G. Austin & D. Schmiedicke responded on 3/3 & 3/4	Attachment D Page 10
March 9	Alder Carter	Is Beitler building micro apt units?	Beitler	Beitler sent response on 3/10	Attachment E Page 12
March 10	Alder Rummel	TIF for luxury apts?	Negotiating Team	Negotiating Team Response on 3/23	Attachment F Page 14
March 10	Alder Ahrens	Request copy of HVS hotel study	Beitler	Beitler declined to provide copy on 3/10	—
March 11	Alder Zellers	Follow-up on birds	Beitler	Response from Beitler on 3/14	Attachment G Page 16
March 17	Mayor	Would IHC consider more than a "grab & go" food option at the hotel?	Beitler	Response from Beitler on 3/18	Attachment H Page 19
March 17	Mayor	How did you arrive at your pkg structure estimated cost?	Beitler	Response from Beitler on 3/18	Attachment I Page 26



Date	Requestor	Question	Team	Status	Attachment
March 21	BOE	Do current proposals under consideration address the original JDS Goals for the project?	Negotiating Team	February 2013 RFQ Goals Sent to BOE on 3/28 (pages 4-13) http://www.cityofmadison.com/planning/judgeDoyleSquare/documents/JDSRFQ021213.pdf	—
March 21	BOE	What are the range of wage and benefits for employees of the proposed hotel and what percentage of the total employees are in each range? Is there a career ladder available?	Both Dev Teams	See Development Team responses	Attachment J – Beitler Page 40 Attachment K – Vermilion Pages 47/48
March 21	BOE	Request additional room block information	Both Dev Teams	See Development Team responses	Attachment J – Beitler Page 40 Attachment K – Vermilion Page 44
March 21	BOE	How will the green roof at the hotel be programmed?	Vermilion	See Vermilion response dated 4/5/16	Attachment K Pages 50
March 21	BOE	Can more than 358 stalls of public parking be available during the construction phase?	Vermilion	See Vermilion response dated 4/5/16	Attachment K Pages 48/49
March 21 & March 24	BOE Alders Ahrens/Rummel	What are the risk factors to the City of a ground lease?	Negotiating Team	Response sent on 4/5	Attachment L Page 51
March 21 & March 28	BOE Alder McKinney	Questions on the application of the Racial Equity Social Justice Tool	Negotiating Team	Memo from DPCED Director sent on 4/6	Attachment M Page 55
March 21	Alder Ahrens	Will contracting and workforce utilization goals for the project construction be established	Negotiating Team	Response sent on 4/5	Attachment N Page 57
March 24	Alder Cheeks	Can the City invest in creative alternative transit solutions and not replace the GE Ramp?	Negotiating Team	Response sent on 4/5	Attachment O Page 64



Date	Requestor	Question	Team	Status	Attachment
March 25	Alder Ahrens	Request the Point of Contact to Talk with R. Hunt	Point of Contact	G. Austin spoke with R. Hunt on 3/29	Attachment P Page 66
March 27	Alder Rummel	Miscellaneous Questions	Negotiating Team	Response sent on 4/5	Attachment Q Page 67
March 29	Beitler Team	Send clarifications on the Negotiating Team's 3/18 Report to the BOE	Negotiating Team	3/29 memo attached	Attachment R Page 71

Attachment A**Flat Tray Option for Public Parking Ramp at Judge Doyle Square**

George Austin <gaustin.madison@gmail.com>

Tue, Apr 5, 2016 at 10:54 AM

To: "Ahrens, David" <district15@cityofmadison.com>

Cc: "Erdman, Natalie" <nerdman@cityofmadison.com>, mmikolajewski@cityofmadison.com, "Schmiedicke, David" <dschmiedicke@cityofmadison.com>, "Ramakrishna, Kevin" <KRamakrishna@cityofmadison.com>, ddryer@cityofmadison.com, "McManners, Gregg" <GMcManners@mononaterrace.com>, Joe Gromacki <JGromacki@cityofmadison.com>, "amonks@cityofmadison.com" <amonks@cityofmadison.com>

Alder Ahrens:

At the February 15th Board of Estimates meeting and at other occasions also, you posed a question about building a flat tray ramp for the replacement Government East ramp at Judge Doyle Square. The Negotiating Team offers the following observations on that option.

Both designs from Vermillion and Beitler have sloping trays with parking. This allows customers to circulate vertically from parking level to parking level. To provide full "flat" trays with no vertical circulation within the building envelope would require that all access to the facility be provided via an external loop ramp—similar to the loop ramps that are located at the southern corners of the Monona Terrace Parking ramp. In these instances moving vertically from parking tray to parking tray is done outside the parking facility itself. The Judge Doyle Square blocks are too small to provide this type of loop access and provide full flat floor plates within the parking structure.

The justification that is often made for flat trays is that the structure could be re-purposed at a future date for other uses as transportation technology changes. As has been articulated in the past, this is a heavily used structure for transient parkers. Even as technology changes, there will likely be a demand for parking at this location for some time into the future. Although it may seem counter intuitive, the needed structural capacity for an office or residential use is actually higher than for a parking structure. As such, it is not enough to simply make the trays flat.

Each of the proposals being considered would present different sets of opportunities and challenges with regard to re-purposing the parking for another use. It will likely be at least another generation or two before typical or today's standard motorcars completely matriculate out of the transportation system. At that time, the building(s) built today would have depreciated in value to the point where it might become more cost effective to demolish one or more of the building(s) and start over. As such, from a financial standpoint, it is likely not cost effective to spend extra resources on construction costs for a future hypothetical re-purposing of the structure.

Beiter Response - 3/2/16

Attachment B

e. Bird Collisions

While birds exist naturally in urban areas and are adpt at living in cities, most migratory bird species are unable to adapt to living in cities. In order to reduce the negative effects cities have on migratory birds, there are several bird-friendly development concepts our project will implement which include:

- 1) Angles Glass: Angling glass panels helps indicate to birds that they are solid objects and not exact mirrored reflections of the surrounding area. The curved nature of our glass buildings results in a constant change in glass angulation breaking up any reflections that would draw birds toward the glass and help identify the buildings as solid objects to be avoided.
- 2) Building Overhangs: At the base of each building there is an overhang which will provide shade and shelter from the elements for pedestrians and simultaneously help block ground floor lighting from building lobbies and retail areas.
- 3) Directed Lighting: The design does not call for any decorative, advertising or event lighting. All outdoor light fixtures will project lighting downward to minimize direct upward light.
- 4) Reduced Interior Light Pollution: Unlike office buildings that operate with high intensity work lighting at night, the apartment and hotel buildings use less intense lighting. Apartment and hotel users will have their blinds drawn at night for privacy purposes which will reduce or otherwise eliminate the adverse effects of interior light pollution that would normally disorient migrating birds.
- 5) Rooftop Sanctuary: What we are initiating as a strong bird strike preventative measure is a plan that has not been done before in Madison. We are landscaping the roofs of all three buildings with green roofs to resemble a park where there will be varying heights of plantings and available water. By creating this bird refuge/sanctuary, we can attract birds to the top of the buildings and away from the lower areas of the buildings; thus preventing their accidentally flying down into the canyon of the streetscape and colliding with our and neighboring buildings.



George Austin <gaustin.madison@gmail.com>

Fw: Bird Friendly Glass in Buildings

Zellers, Ledell <district2@cityofmadison.com>

Tue, Feb 16, 2016 at 11:15 AM

To: George Austin-Gmail <gaustin.madison@gmail.com>

Cc: "Demarb, Denise" <district16@cityofmadison.com>, "Verveer, Michael" <district4@cityofmadison.com>, "Cheeks, Maurice" <district10@cityofmadison.com>

Hi George,

This is an issue I'd like considered/addressed in regard to the JDS building designs. Madison appears to be behind the curve on this.

Thanks.

Ledell

Alder Ledell Zellers

608 417 9521

To subscribe to District 2 updates go to: <http://www.cityofmadison.com/council/district2/>

From: Cannon <mpcannon@charter.net>**Sent:** Monday, February 15, 2016 1:15 PM**To:** Zellers, Ledell; jaharrin@wisc.edu**Cc:** Richard Arnesen; Peter Cannon**Subject:** Bird Friendly Glass in Buildings

TO: John Harrington, Urban Design Commission

Ledell Zellers, Alder, 2nd District

CC: Richard Arneson, Stone House Development <RARnesen@stonehousedevelopment.com>

RE: Bird-Friendly Glass

We are concerned about the impact on birds of large, all-glass building facades that are being proposed and built on the Madison isthmus.

We contacted avian collision researcher Daniel Klem of Muhlenberg College and Glenn Phillips of the American Bird Conservancy (ABC) about bird collisions with building glass. Our summary of their answers appears below. Articles they provided are attached if you wish more information.

New York City Audubon has been monitoring a downtown Manhattan building. They found collisions above the 50th floor, but their data shows that the bulk of collisions occur on lower floors. Klem says that most collisions occur on the first four floors although on any project between our two lakes, higher floors might be a problem for migrating birds moving between the lakes. Phillips notes that glass porch railings can be a serious problem.

Both Klem and Phillips agreed that that glass is dangerous to birds, on any floor.

We are very concerned about the rash of projects under consideration that use glass extensively.

- Judge Doyle Square. One recently-proposed project is mostly glass.
- Anchor Building remodel. Includes more glass than the previous structure.
- Startingblock Project, 800 block of E. Washington. Design renditions show an all-glass building. We wonder how people will react when one of the Peregrine Falcons nesting on the MG&E smokestacks run into that building.

We are copying Stone House Development because we have previously stated our concern about the all-glass room on the top floor of their Madison Dairy project.

We think that the City of Madison needs to take a long look at our design policies on glass incorporated into the exterior of new and redesigned buildings. It seems obvious that a community that has earned recognition as a "Bird City" should consider birds in building design. We note that the LEED standards now include a pilot credit for bird-friendly glass (<http://usgbc.org/node/4561982?return=/pilotcredits/all/v4>). It is clear from examples in the ABC "Bird-Friendly Design" booklet (http://abcbirds.org/wp-content/uploads/2015/05/Bird-friendly-Building-Guide_2015.pdf) that very exciting designs can incorporate bird-friendly glass. (Mr. Phillips would be happy to provide hard copies of the booklet if any of you would like one.) There is a model ordinance on page 35 of the ABC booklet.

We find unconvincing the argument that bird-friendly glass is too expensive. We understand that glass costs more than some other wall materials. If expense is the sole consideration, why use so much glass at all? The variety of bird-friendly products has increased significantly in the past few years. The price will probably drop as more architects and developers adopt these products. Some bird-friendly products are more energy efficient than plain glass and thus eventually pay for themselves, especially in buildings designed and built to last more than 20-30 years.

Estimates by ABC and the Congressional Budget Office conclude that there need be no additional cost impact if bird-friendly design is incorporated from the outset.

Thank you for your consideration.

Peter and Marsha Cannon

420 Sidney St.

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Pete & Marsha Cannon

420 Sidney St.

Madison, WI 53703


608.251.1276

4 attachments

 **Loss et al 2014 Bird-building collisions in the United States.pdf**
383K

 **Klem-2014-Landscape-Legal-Biodiversity-BWC-Review-Land-03-00351[1].pdf**
176K

 **Klem-2015-JAAWS-BWC-Cr-An-Wel-Consv-Issue-Rec-23-XI-2015-10888705.2015.pdf**
289K

 **Klem-Saenger-WJO-2013-UV-Surf1-Testing-wils-125-02-406-411-e.pdf**
129K

8



121 S. Pinckney St., Suite 200
Madison, WI 53703
Phone (608) 256-4200
Fax (608) 256-4210
www.cmimanagement.net

Attachment C

February 15, 2015

City of Madison Parking Utility
Attn: David C. Dryer
PO Box 2986
Madison, WI 53701-2986

Mr. Dryer,

I have been working with Joshua Berkson and Patrick Sweeney on their proposed Boutique Hotel project to be located on an existing surface parking lot at the corner of King St. and E. Doty St. Joshua and Patrick have reached out to the City and Parking Utility regarding future parking availability in the Judge Doyle Square project, as it would not be feasible to develop the site without access to monthly parking permits to replace those stalls. In addition there would be a need for parking stalls to serve the new development since underground parking is not possible there.

We currently own and manage three historic mixed use/office buildings in the immediate area, the Cantwell Building at 121 S. Pinckney, the Eddy Block Building at 106 E. Doty and the Suhr Building at 104 King St. These buildings have office tenants that currently use the Government East ramp. We also have tenants that are having difficulty arranging for parking nearby and are on the waiting list at Government East and other parking facilities. There is a critical need for more parking to be available for tenants of these historic buildings that do not have parking structures.

We have been looking forward to the development of Judge Doyle Square and its public parking ramp, with the hope that this will help with the severe parking shortage on this side of the square. I know that there is significant public financing that will be put into this project to pay for the parking component, and it is a great opportunity to address this issue. Can we get information on how many additional public stalls will be available when this project is complete? It would also be helpful to know how many additional stall will be available for monthly parking permits. Perhaps it is too early in the process to respond to those questions; please understand that there are many neighborhood businesses that are hoping there will be a sufficient number of incremental parking stalls available to them when the Judge Doyle Square project is complete.



Attachment D

Assessed values of JDS properties

Schmiedicke, David <DSchmiedicke@cityofmadison.com>

Fri, Mar 4, 2016 at 9:13 AM

To: George Austin-Gmail <gaustin.madison@gmail.com>, "Gromacki, Joseph" <JGromacki@cityofmadison.com>, "Ahrens, David" <district15@cityofmadison.com>, "Mikolajewski, Matthew" <MMikolajewski@cityofmadison.com>, "Erdman, Natalie" <NErdman@cityofmadison.com>, "May, Michael" <MMay@cityofmadison.com>, "Ramakrishna, Kevin" <KRamakrishna@cityofmadison.com>

David:

Below is the City Assessor's initial estimates of value for each component:

	Beitler	Vermilion
Hotel	\$30,609,000	\$36,337,000
Apartments	\$22,310,000	\$21,750,000
Retail	\$5,266,000	\$2,175,000
Office	N/A	\$15,950,000
Total	\$58,185,000	\$76,212,000

Please feel free to contact us with questions.

Thanks.

David Schmiedicke

Subject: Re: Assessed values of JDS properties

Good Afternoon Alder Ahrens:

The estimated assessed value of Project on Page 7 of the Negotiating Team Report are values established by the Assessor's office. Joe Gromacki reviewed the developer provided materials with the Assessor's Office to determine those numbers.

The total cost numbers on the middle of Page 7 were developer provided however.

George

On Thu, Mar 3, 2016 at 1:26 PM, Ahrens, David <district15@cityofmadison.com> wrote:

George

Do you have a breakdown of the assessed values of the elements of each proposal? Were these values developed by Mark Hanson or the developers?

Thanks,

David

David Ahrens

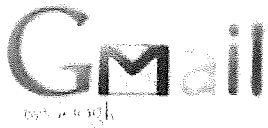
Alder, 15th District

contact me:

district15@cityofmadison.com

608-334-1156

Sign-Up for my monthly blog post at <http://www.cityofmadison.com/council/district15>



Attachment E

Apartment & Hotel Unit Breakdown and Sizes

George Austin <gaustin.madison@gmail.com>

Thu, Mar 10, 2016 at 2:41 PM

To: scarcer@cityofmadison.com

Cc: "Erdman, Natalie" <nerdman@cityofmadison.com>, mmikolajewski@cityofmadison.com, "Schmiedicke, David" <dschmiedicke@cityofmadison.com>, "Ramakrishna, Kevin" <KRamakrishna@cityofmadison.com>, "McManners, Gregg" <GMcManners@mononaterrace.com>, Joe Gromacki <JGromacki@cityofmadison.com>

With the text displayed this time.

George

----- Forwarded message -----

From: **Beitler, J. Paul** <pbeitler@beitlerre.com>

Date: Thu, Mar 10, 2016 at 12:40 PM

Subject: Apartment & Hotel Unit Breakdown and Sizes

To: "gaustin.madison@gmail.com" <gaustin.madison@gmail.com>

Cc: "Beitler III, John Paul" <jpbeitler@beitlerre.com>, "O'Brien, Patrick" <pobrien@beitlerre.com>, "Koss, Eileen" <ekoss@beitlerre.com>

Please send this information to Alder Carter to confirm that we are NOT building "micro" apartment units.

- 1.
- 2.
- 3.
- 4.
5. 1) Room break out of the **EVEN HOTEL on Block 105** (room count, room mix and room size).
 - a. 28 keys per floor
 - i. 24 keys/ floor – 450 sf – 12 queen double, 12 kings
 - ii. 4 keys / floor – 570 sf – 2 king suites 2 queen suites
 - b. 252 keys total
 - i. 108 queen doubles
 - ii. 108 kings
 - iii. 18 queen suites
 - iv. 18 king suites
 - c. The EVEN program would be revised to incorporate two VIP / Presidential Suites
- 6.
7. 2) Unit break out of the **apartment building on Block 105** (unit count, unit mix and size).

- a. 3rd floor – 10 units
 - i. 2 units – 600 sf – Studios
 - ii. 6 units – 750 sf – 1 bedroom
 - iii. 2 units – 950 sf – 2 bedroom

- b. 4th-14th floors 20 units per floor
 - i. 6 units per floor – 600 sf – Studios
 - ii. 10 units per floor – 750 sf – 1 bedroom
 - iii. 4 units per floor – 950 sf – 2 bedroom

- c. 210 units total
 - i. 62- Studios
 - ii. 106- 1 bedrooms
 - iii. 42- 2 bedrooms

8. 3) Unit break out of the **apartment building on Block 88** (unit count, unit mix and size).

- a. 5th-12th floors 18 units per floor
 - i. 6 units per floor – 600 sf – Studios
 - ii. 8 units per floor – 750 sf – 1 bedroom
 - iii. 4 units per floor – 950 sf – 2 bedroom

- b. 144 units total

J. Paul Beitler

President

Beitler Real Estate Services LLC

980 North Michigan Avenue

Suite 1225



Attachment F

FW: Luxury Apartments and TIF

Gromacki, Joseph <JGromacki@cityofmadison.com>
To: George Austin-Gmail <gaustin.madison@gmail.com>

Thu, Mar 31, 2016 at 10:05 AM

George:

FYI. My response to Alder Rummel regarding the TIF Policy on Luxury Apartments.

Joe

From: Rummel, Marsha
Sent: Wednesday, March 23, 2016 7:46 PM
To: Gromacki, Joseph
Cc: Ramakrishna, Kevin
Subject: Re: Luxury Apartments and TIF

OK but the catch is how to define what's above the current market... How do we know what the luxury market is? Or is the downtown market geared to the luxury end? What are comps? Thanks for your help on this

Sent from my iPhone

On Mar 23, 2016, at 10:14 AM, Gromacki, Joseph <JGromacki@cityofmadison.com> wrote:

Hi Marsha,

On further study, I realize that I made a mistake. I really don't remember adding rental in the luxury discussion during the last go-round of TIF Policy in 2012 and I missed the words "with rents" when I scanned the policy for Kevin. So, this one is on me.

To clarify, the policy reads:

"Luxury housing is ineligible for TIF assistance. Luxury housing" is defined as housing with rents [my emphasis added] or purchase price above the current market at the time an application for TIF funding is submitted. Market rate housing projects will be evaluated on a case-by-case basis and may be considered for assistance to the degree that they demonstrate a financial gap and promote the City's TIF goals articulated above."

Again, sorry for the miscue. Though I try, my memory isn't always as good as it once was.

Joe

From: Rummel, Marsha
Sent: Tuesday, March 22, 2016 10:47 PM
To: Ramakrishna, Kevin
Cc: Gromacki, Joseph
Subject: Re: Luxury Apartments and TIF

Hi Kevin-

It should. I'd like to review the language and look at how to tighten standards.

Marsha

From: Ramakrishna, Kevin
Sent: Tuesday, March 22, 2016 11:29 AM
To: Rummel, Marsha
Cc: Gromacki, Joseph
Subject: Luxury Apartments and TIF

Alder Rummel,

Last night at BOE, you asked about funding luxury apartments with TIF. You also referenced a prior version of the TIF policy that excluded funding for luxury apartments. In discussing the question with Joe Gromacki, there are a couple of items to note.

First, the TIF policy excluded TIF for luxury condos, not apartments. This was done apparently in response to the over development of condos.

Second, the current TIF policy does not exclude use of TIF for luxury apartments.

Please let me know of any additional questions.

Thank you,

George Austin

From: George Austin <gaustin.madison@gmail.com>
Sent: Monday, March 14, 2016 4:21 PM
To: George Austin
Subject: Fwd: More information for Beitler

----- Forwarded message -----

From: **George Austin** <gaustin.madison@gmail.com>
Date: Mon, Mar 14, 2016 at 4:18 PM
Subject: Re: More information for Beitler
To: lzellars@cityofmadison.com
Cc: "Erdman, Natalie" <nerdman@cityofmadison.com>, mmikolajewski@cityofmadison.com, "Schmiedicke, David" <dschmiedicke@cityofmadison.com>, "McManners, Gregg" <GMcManners@mononaterrace.com>, ddryer@cityofmadison.com, "amonks@cityofmadison.com" <amonks@cityofmadison.com>, "Ramakrishna, Kevin" <KRamakrishna@cityofmadison.com>

Good Afternoon Alder Zellars:

Please see Beitler Real Estate Development's response below to your follow-up information on bird friendly buildings shared on March 11.

George

----- Forwarded message -----

From: **Beitler III, John Paul** <jpbeitler@beitlerre.com>
Date: Mon, Mar 14, 2016 at 3:20 PM
Subject: RE: More information for Beitler
To: George Austin <gaustin.madison@gmail.com>, "Beitler, J. Paul" <pbeitler@beitlerre.com>, "O'Brien, Patrick" <pobrien@beitlerre.com>

Hi George, thank you and see the below in RED.

John Paul Beitler III, LEED GA

Vice President

Beitler Real Estate Services LLC

980 North Michigan Avenue

Suite 1225

Chicago, IL 60611

To: Beitler III, John Paul; Beitler, J. Paul; O'Brien, Patrick
Subject: Fwd: More information for Beitler

Good Morning Beitler Team:

Please see the questions from Alder Zellers as a follow-up to your presentation. Thanks.

George

----- Forwarded message -----

From: Zellers, Ledell <district2@cityofmadison.com>
Date: Fri, Mar 11, 2016 at 7:15 AM
Subject: More information for Beitler
To: George Austin-Gmail <gaustin.madison@gmail.com>

Hi George,

Could you please provide the attached document to the Beitler Real Estate Group? It is current thinking (albeit not complete) on the topic of bird-building collisions. Also, everything I am hearing/reading does not give a lot of credit to curved glass as a prevention measure. A study by Daviel Klem had glass angled 20 and 40 degrees and still did not show a great reduction. An attendee at the presentation the other evening suggested using a fritted glass pattern (p. 5 of attached) that would echo the bicycle sculptures.

The curved glass of our building will help reduce bird collisions vs. flat glass because any reflection will be distorted, helping the building "read" as a solid object and not a mirror.

Yes, fritted glass would further reduce bird collisions and as we move from Schematic Design Phase to Design Development Phase, we will evaluate ways to include fritted glass into the project. Currently, the most common application for fritted glass is at the ground floor or retail levels where bird collisions are most frequent and fritting at that level would also have the least amount of impact to the occupants of the building (access to views and natural light).

The rooftop green space is great...I think that could be helpful on a number of fronts...not just the bird issue.

The green space on the roofs will both reduce the heat island effect currently being generated by the two sites and also reduce bird collisions by acting as a sanctuary for birds similar to what is being reported at the Javits Center in New York.

The flyby that was shown of the building showed it as throwing out a lot of light. Light pollution is an issue for birds mostly during migration (and an issue in other ways year round). It would be nice to know if they have a plan for darkening the building during migration as more and more is being done. I'm wondering if any of his Chicago Buildings participate in "Lights Out Chicago"? http://www.cityofchicago.org/city/en/progs/env/lights_out_chicago.html Could you find that out?

The flyby animation was created to highlight the massing and overall design-concept which is why the project is illuminated and all the surrounding buildings around the project are blacked out. Thus, the flyby should not be used as an example of what to expect the project or the surrounding city to generate in the way of lighting.

The properties we currently own in Chicago are underground retail facilities and therefore the Lights Out Chicago program is not applicable. However, the "lights out" concept is something we would have our

property managers implement in both the apartment and hotel building of our project.

I'm also very interested in his response to the LEED question on this front. Which items can he meet and which not and why not?

Bird Collision Deterrence is a LEED Pilot Program Credit (1 point), which means it is being tested and commented on for possible inclusion in future versions of LEED.

As part of our Design Development Phase we would apply for this credit which consists of four primary categories: 1) Building Façade 2) Interior Lighting 3) Exterior Lighting and 4) Façade Monitoring Plan.

There are no buildings in Madison (existing or under development) that have conceptualized, implemented and monitored a Bird Collision Deterrence program and our project will be ahead of the curve in this regard.

The Beitler Group have an impressive proposal. I appreciate your follow up on these questions.

Best,

Ledell

Alder Ledell Zellers



Attachment H

Two Questions

Beitler III, John Paul <jpbeitler@beitlerre.com>

Fri, Mar 18, 2016 at 4:32 PM

To: George Austin <gaustin.madison@gmail.com>, "Beitler, J. Paul" <pbeitler@beitlerre.com>, "O'Brien, Patrick" <pobrien@beitlerre.com>

Cc: "Erdman, Natalie" <nerdman@cityofmadison.com>, "Schmiedicke, David" <dschmiedicke@cityofmadison.com>

Hi George,

I spoke with IHG and the EVEN Hotel can operate three food options in their "Market Place" concepts:

- 1) **Grab & Go Area:** This area provides coffee, tea and juices along with cold case drinks and freshly packaged prepared items.
- 2) **Bar:** The bar area serves an assortment of drinks ranging from regular and organic liquors to wine and bottled beer.
- 3) **Restaurant:** "Cork and Kale" is the name of the restaurant that offers breakfast and dinner options to hotel guests. The restaurant is "fast casual" and offers food from the attached menus.

In addition to the above, yes, we would allocate one of the retail spaces on Block 105 for a restaurant to offer a larger food service menu (white table cloth sit down) and be an area for guests to gather and socialize. We would also be willing to work with the City on selecting the specific type of restaurant for this area (local restaurant operator or other).

Attached was the estimated construction cost for the Option B Public Parking from 3/1/16 from our construction consultant. We have asked our construction consultant to provide an updated cost estimate similar to the attached for the Option A Public Parking and anticipate having this to you in a week.

- JP

John Paul Beitler III, LEED GA

Vice President

Beitler Real Estate Services LLC

980 North Michigan Avenue

Suite 1225

CORK & KALE MARKET AND BAR



Simple. Natural. Good

Did somebody say yum?

Count on a wide variety of good tasting, good-for-you foods that are freshly prepared and fully customizable. Whether you're eating Heart Healthy or gluten-free - simple, natural, healthier choices are abundant here.

You'll also find plenty of desserts, chocolates, smoothies and organic signature cocktails to choose from. Eating well never tasted so good.

PHILOSOPHY

We're giving wine and dine a whole new meaning. Because here, what you see is what you eat. From grab-and-go selections to sweet indulgences, there's no second-guessing— just good-for-you choices made with simple, natural ingredients.

CULINARY OVERVIEW

Our focus on wellness gives us a different approach and perspective on food. We are not a spa or weight loss center; we are driven to keep our guests on track while giving them options to fit a variety of needs.

We carefully developed each recipe to maximize taste and nutrition, so it's imperative to follow each recipe as written while following plating instructions.

As an Eat Well Provider you play a vital role in guest satisfaction and engagement. At Cork & Kale our culinary team will have as much dialog with guests as Eat Well Hosts. The cockpit you work in is a "show" kitchen so it's important to look your best and keep a clean, sanitary working environment at all times.

BAR OVERVIEW

Wellness has a new twist!! We offer our guests amazing signature

cocktails made with organic spirits that deliver great taste AND they are low in calories too.

In addition to our signature drinks we offer a great selection of beer covering some great tasting options from ultra lights to some great craft beers.

Our wine selection includes our house Stone Cellars Culinary Collection rounded out with some recognizable favorites and an fun, but great tasting sparkling wine in a can!

Our bar doesn't look like a typically hotel bar and that's exactly what we meant to do. Consumers told us they wanted great tasting cocktails and their favorite beer or wine, but in a setting that would allow them to relax and not so much "bar vibe".

The liquor trees make it possible to create a cocktail cleanly and easily with a quick spin. The perfectly measured shot dispenses into a shaker by gently pushing up on the spout. Keep following the recipe you've learned, top it off with fresh garnish and your guest is moments away from enjoying.

Wine is dispensed through a preservation system by Napa Technologies. Wines delivered in these machines stay fresher, longer and we can easily offer guests offer guests a 1 oz taste, half or full glass.

Drink orders will be entered into the POS tablets and the bar host will see them on the KDS. It's VERY IMPORTANT to validate each guests age by checking their drivers license. You've learned (or soon will be) a lot more information on alcohol awareness practices through your T.I.P.S. training.

MEETINGS OVERVIEW

We've also taken a different approach to meetings at EVEN Hotels. To ensure we give our guests the options and variety they want, we are able to offer a collection of our menu items to smaller groups along with selections from local, predetermined food providers. For larger groups we will rely on the offerings we have selected from local providers.

Foods from our local provider network will be delivered to our kitchens and displayed in our service ware by our team. All meeting and beverage breaks and selections will be managed exclusively by the hotel.



cork & kale
at EVEN Hotels

GOOD
MORNING

DAILY • 6:30A.M. – 10:30A.M.

TOASTS AND SPREADS - \$6.00

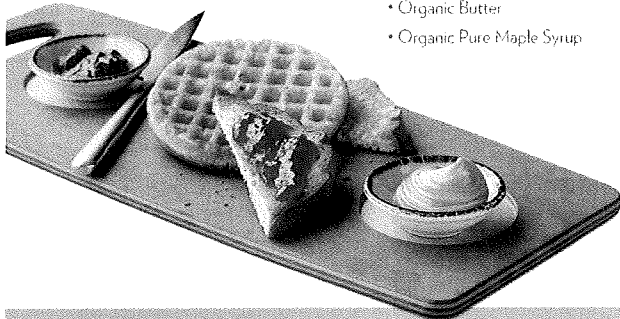
TOAST - CHOOSE 2

- Gluten-Free Buckwheat Berry Waffle
- 7 Sprouted Grains Bread
- Multi-Grain Bagel
- Gluten-Free Whole Grain Bread
- Cinnamon Raisin Bread

SPREADS - CHOOSE UP TO 2

(Or more at an additional \$1.50 each)

- Organic Almond Butter
- All-Natural Peanut Butter
- Organic Raspberry Preserves
- Cream Cheese
- Organic Strawberry Preserves
- Organic Wildflower Honey
- Organic Butter
- Organic Pure Maple Syrup



BREAKFAST BOARDS - \$9.50

FRITTATA*

Features your choice of egg whites or cage-free whole eggs combined with baby spinach, quinoa, roasted pepper, Havarti and Pecorino cheeses, red onion, Italian sausage crumbles**, sun-dried tomatoes and topped with our Signature Kale Salad.

EGG QUINOA WRAP*

Features your choice of egg whites or cage-free whole eggs blended with quinoa, red onions, smoked Gouda and golden raisins wrapped in lavosh. Served with hummus, a chimichurri yogurt sauce and a sliced orange.

MORNING REFUEL BOARD

Sliced hard-boiled egg, turkey bacon and your choice of bread and up to 2 spreads. Extra spreads available for additional cost.

SIGNATURE
BREAKFAST
BOWLS - \$6.50

CORK & KALE HOUSE
MADE TROPICAL GRANOLA
Contains nuts

CORK & KALE
POWER YOGURT

Greek yogurt topped with Cork & Kale House Made Tropical Granola. *Contains nuts*

STEEL CUT OATMEAL

Topped with brown sugar, golden raisins, Quia, maple syrup and served with warmed milk of your choice.

HONEY NUT CHEERIOS

Served with the milk of your choice.

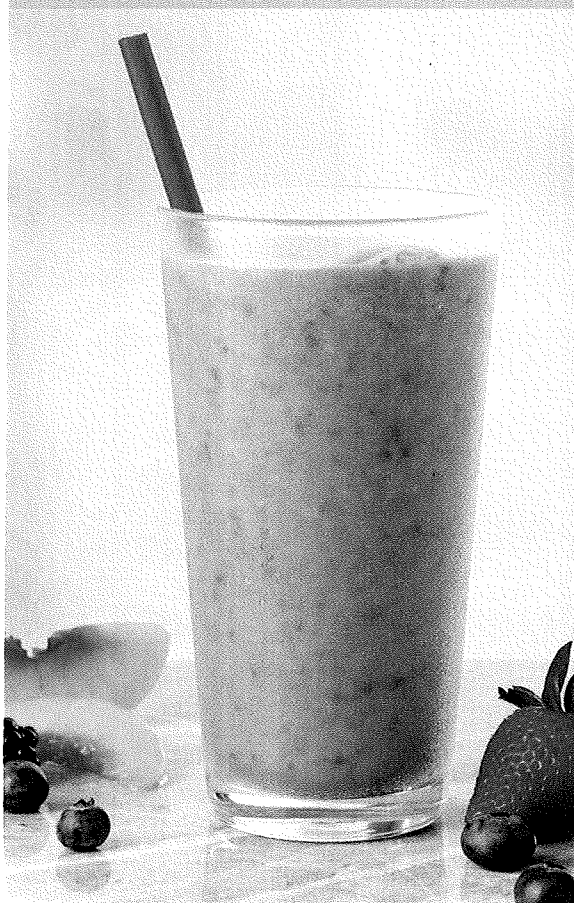
Milk Options - 2% Almond, Organic Soy, Gluten Free Flax

Icon Key on Back.

*Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness.

**Bread that plant based proteins are certified organic - 100% organic, 100% non-GMO. For more information visit corkandkale.com

SMOOTHIES & JUICE



INTERVENTION — \$6.00 (I) (C) (L) (O)

Blends pineapple and orange juice with wild berries, peaches, banana and strawberry Greek yogurt. Also delicious with Vanilla Whey Protein.

IMMUNITY — \$6.00 (I) (C) (V) (L) (O)

Combines baby spinach, pineapple juice, mango and banana. Also delicious with Hemp.

CHOCOLATE PB FUEL — \$6.00 (C)

A power house of chocolate almond milk, Greek yogurt, peanut butter, banana and pure cocoa powder. Also delicious with Chocolate Whey Protein. *Contains nuts.*

REVOLUTION — \$6.00 (V) (L) (O) (C)

A Cork & Kale™ signature, combining our favorite (kale) with blueberries, almond milk, apple juice and a drizzle of agave nectar. Also delicious with Hemp.

POWER JUICE — \$6.00 (I) (C) (V) (L) (O)

Starts with fresh OJ blended with a banana, ginger syrup and fresh ginger for an amazing taste.

ADD-INS (For an Additional \$3)

Try any of our delicious smoothies with all organic, natural enhancements like Vanilla Whey Protein, Chocolate Whey Protein or Hemp.

Our Cork & Kale Market is filled with lots of healthy or indulgent options to get you through your day. If you've got a long day of meetings or traveling, stock up on snacks that will keep you on track and feeling good. When you don't have time for a sit down meal or when the kitchen is closed, our Market Meals are a great solution. You'll also find an array of bottled beverages and our bean to cup coffee, premium hot tea and fresh squeezed OJ.

JITTERY JOES COFFEES SM. \$2.75 / LG. \$3.25

They select the top 1% of beans from at least 18 different countries, but also roast in small batches to allow for greater quality and care. Their micro-roasting technique allows them to intimately involved in every roasting batch to ensure you're getting the best cup of coffee possible.

Morning Ride Full-city roast, organic blend

Two Stories
Water processed Decaf dark roast with a hint of spice

Alternative Fuel
Butty chocolate smoothness combined with deeper stone fruit aromas

Sumatra Wahana
Full-city roast Sumatra with aromas of strawberry and raisins, long sweet finish

NOVUS TEAS SM. \$3.00 / LG. \$3.50

Selected from the finest estates in the world, we feature over 12 different whole leaf tea varieties including green, herbal, white and full bodied black teas. Our favorite is the Lemon Ginger, a great relaxation tea with comforting flavors.

FRESH ORANGE JUICE SM. \$3.50 / LG. \$5.00

It doesn't get any fresher than whole oranges flowing into a juicer and into your waiting cup right before you!



GLUTEN-FREE
Contains no gluten ingredients



REFUEL
Contains 10g of protein per serving. Great for energy.



IMMUNITY
Contains at least 20mg daily value of Vitamin C



OMEGA-3 POWERED
Contains Omega-3 fatty acids



VEGAN
No animal products used



UNDER 426 CALORIES
Contains under 426 calories



CALMING
Contains at least 20% daily value of Magnesium and/or Vitamin B6



Cork & Kale has been awarded 2 stars by SPE Certified for their commitment to serving nutritious and sustainable food that is good for you and good for the planet. For more information, go to www.speccertified.com.



FLATBREADS / BOARDS

CHICKEN AND ROASTED RED PEPPER — \$12.00 **R**

Topped with pecorino and mozzarella cheese, roasted red peppers and fresh basil on crisp lavosh with a hint of garlic.

PROSCIUTTO AND FIG — \$12.00 **GF**

Starts with crisp lavosh seasoned with a hint of garlic and topped with Asiago, blue and mozzarella cheeses, finished with thinly sliced prosciutto, fresh tomatoes, fig paste and a balsamic glaze.

SPINACH, TOMATO AND OLIVES — \$12.00 **GF**

Combines fresh tomatoes, olives, baby spinach, red onion, mozzarella and pecorino cheeses on crisp lavosh, lightly seasoned with garlic.

ULTIMATE FLATBREAD** — \$12.00 **R**

Crisp lavosh topped with tomato sauce, meatballs**, turkey bacon, Italian sausage crumbles**, red onions, kalamata olives, mozzarella and Pecorino cheeses.

FIERY BUFFALO **R C** FLATBREAD — \$12.00

A spicy combination of Buffalo chicken, roasted red peppers, blue and mozzarella cheese, drizzled with our house made sriracha sauce.

ARTISAN MEAT AND **R T C** CHEESE BOARD — \$14.00

Includes goat and cheddar cheeses accompanied by artisan meats, dried fruits, nuts and a selection of bread crisps and crackers. *Contains nuts*

MEDITERRANEAN BOARD — \$12.00 **V**

With an olive blend, hummus, gluten-free falafel chips, pita chips, flavorful peppadews and fresh baby carrots.

ADDITIONS: Cup of soup
or small kale salad — \$4.00



GLUTEN-FREE
Contains no wheat, barley or rye



REFUEL
Contains 20% of protein per serving and 10% of daily fiber



IMMUNITY
Contains at least 10% daily value of Vitamin C



BRAIN POWER
Contains Omega-3 fatty acids



VEGAN
No animal products used



UNDER 426 CALORIES
Contains under 426 calories



CALMING
Contains at least 20% daily value of magnesium and/or Vitamin B6



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SALADS

KALE KRUNCH — \$9.75 C L R

A chiffonade of tender lacinato kale combined with sliced medjool dates, fresh radish, chopped roasted hazelnuts, pecorino cheese and tossed with our house-made lemon vinaigrette. Our signature salad! *Contains nuts.*

SPINACH NICOISE — \$9.75 C BP GL HR

Starts with baby spinach topped with olives, asiago cheese, thinly sliced red onion, chopped hardboiled egg and our house made quinoa salad topped with our house-made lemon vinaigrette.

SIGNATURE SPINACH — \$9.75 C GL

Combines baby spinach, grape tomatoes, red onions, pecans, blue cheese and our house-made lemon vinaigrette. *Contains nuts.*

ADDITIONS: Cup of soup — \$4.00
Grilled chicken or grilled salmon — \$6.00

WARM GRILLED CHICKEN — \$12.00 BP GL R

Warm grilled chicken on a bed of our signature quinoa salad topped with a flavorful chimmichuri yogurt sauce.

SANDWICHES

BLT CLUB — \$13.00

Classic triple decker with Ud's whole grain bread, mayonnaise, turkey bacon, spinach, sundried tomato, mozzarella, and smoked Gouda.

SIGNATURE SLIDER** — \$13.00 R C

Classic slider** on a brioche bun topped with house made pickles, turkey bacon, gouda cheese, spinach and red onion.

BUFFALO CHICKEN SANDWICH — \$13.00 R C GL

Buffalo chicken, mozzarella cheese, blue cheese, sriracha mayonnaise and crisp house made pickles on a brioche bun.

C&K BURGER — \$13.00 R C

All natural burger on a brioche bun with house made pickles, cheddar cheese, onions, ketchup and mustard.

SAUSAGE JOE SLIDER** — \$13.00

Italian sausage crumbles** blended with a flavorful tomato sauce on a brioche bun with house made pickles.

VEGGIE BURGER SLIDER — \$13.00 GL

House made from cremini mushrooms and barley. Served on a brioche bun with roasted red pepper salad, fresh basil and balsamic glaze.

Served with choice of a cup of soup or small kale salad.
All served with falafel chips.
Sliders are two for one.

SOUPS — \$6.00 CUP / \$9.00 BOWL

TURKEY CHILI • CHICKEN NOODLE • SEASONAL SOUP

*Containing raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness.
**Avoid these plant based proteins are carbon negative, 100% vegan, 100% non-GMO. For more information visit www.specifiedfood.com



SPECIFIED
Contains 1.5g quinoa and/or chives



REFUEL
Contains 20g of protein per serving and more calcium, iron



IMMUNITY
Contains at least 100% daily value of Vitamin C



BRUSH POWER
Contains Omega-3 fatty acids



VEGAN
No animal products used



UNDER 426 CALORIES
Contains under 426 calories



CALMING
Contains at least 20% daily value of potassium and/or Vitamin B6



Cork & Kale has been awarded 2 stars by SPC Certified for their commitment to serving nutritious and sustainable food that is good for you and good for the planet. For more information, go to www.specifiedfood.com



Attachment I

Two Questions

Beitler III, John Paul <jpbeitler@beitlerre.com>

Fri, Mar 18, 2016 at 4:32 PM

To: George Austin <gaustin.madison@gmail.com>, "Beitler, J. Paul" <pbeitler@beitlerre.com>, "O'Brien, Patrick" <pobrien@beitlerre.com>

Cc: "Erdman, Natalie" <nerdman@cityofmadison.com>, "Schmiedicke, David" <dschmiedicke@cityofmadison.com>

Hi George,

I spoke with IHG and the EVEN Hotel can operate three food options in their "Market Place" concepts:

- 1) **Grab & Go Area:** This area provides coffee, tea and juices along with cold case drinks and freshly packaged prepared items.
- 2) **Bar:** The bar area serves an assortment of drinks ranging from regular and organic liquors to wine and bottled beer.
- 3) **Restaurant:** "Cork and Kale" is the name of the restaurant that offers breakfast and dinner options to hotel guests. The restaurant is "fast casual" and offers food from the attached menus.

In addition to the above, yes, we would allocate one of the retail spaces on Block 105 for a restaurant to offer a larger food service menu (white table cloth sit down) and be an area for guests to gather and socialize. We would also be willing to work with the City on selecting the specific type of restaurant for this area (local restaurant operator or other).

Attached was the estimated construction cost for the Option B Public Parking from 3/1/16 from our construction consultant. We have asked our construction consultant to provide an updated cost estimate similar to the attached for the Option A Public Parking and anticipate having this to you in a week.

- JP

John Paul Beitler III, LEED GA

Vice President

Beitler Real Estate Services LLC

980 North Michigan Avenue

Suite 1225

Option A

EVANS
Construction / Consulting
CONSTRUCTION COST ESTIMATE
BUDGET SUMMARY

PROJECT: JUDGE DOYLE SQUARE DEVELOPMENT
(FLEET & PUBLIC PARKING SPACE BUILDING / DEVELOPMENT)
MADISON, WI

DATE: 03/29/16
PAGE: 1

ARCHITECT: LOTHAN VAN HOOK DESTEFANO ARCHITECTURE, LLC
DOCUMENTS: CONCEPTUAL DESIGN OPTION - 'A' - PROP. DWGS. SET 3/23/16

GROSS ENCL. AREA IN SF= 288,060
BASEMENT = 1
ABOVE GRADE LEVELS = 8
No. OF CARS = 621

(BASE SCHEME - UNHEATED & GLAZED W/ SINGLE PANE PARKING GARAGE OPTION)
(ALTERNATE SCHEME - HEATED & INSULATED GLAZED PARKING GARAGE OPTION)

DIVISION #	DESCRIPTION	TOTAL COST	COST/SF
2	SITE DEMOLITION		
	a. SITE DEMOLITION (INCL. W/ EARTHWORK)		
	b. ABATEMENT REMOVAL (BY OWNER)		
	TOTAL SITE DEMOLITION	\$0	\$0.00
2	SITWORK		
	a. SITE IMPROVEMENT (CURB, PAVEMENT @ RETAIL, DRIVE WAY, PLANTER WALL)	\$127,000	\$0.44
	b. LANDSCAPING	\$122,000	\$0.42
	c. SITE UTILITIES / UNDERGROUND (INCL. W/ MEP)		
	TOTAL SITE WORK	\$249,000	\$0.86
2A	BUILDING SUB-STRUCTURE		
	a. EARTH RETENTION SYSTEM	\$147,000	\$0.51
	b. CAISSON / CONCRETE FOOTING SYSTEM	\$750,000	\$2.60
	c. ALLOWANCE FOR BELOW GRADE OBSTRUCTIONS	\$15,000	\$0.05
	d. DEWATERING SYSTEM	\$10,000	\$0.03
	e. ALLOWANCE FOR HAUL AWAY CAISSON & SLURRY SPOILS	\$50,000	\$0.17
	TOTAL BUILDING SUB-STRUCTURE	\$972,000	\$3.37
2B	EARTHWORK		
	a. EARTHWORK (EXCAVATION / BACKFILL)	\$417,000	\$1.45
	b. COMPACTED FILL / CRUSHED STONE UNDER SLAB ON GRADE	\$73,000	\$0.25
	TOTAL BUILDING SUB-STRUCTURE	\$490,000	\$1.70
3	CONCRETE		
	a. FOUNDATION CONCRETE SYSTEM	\$1,020,000	\$3.54
	b. SUPER STRUCTURE CONCRETE SYSTEM		
	1) CORE WALLS / SHEAR WALLS, COLUMNS	\$437,000	\$1.52
	2) 8" THICK TWO WAY STRUCT. SLAB SYSTEM (INCL. BEAMS)	\$6,583,000	\$22.85
	3) CONC. STAIRS, CONC. CRASH WALL, PLANTER WALL / CURB	\$628,000	\$2.18
	c. PRECAST WHEEL STOP	\$50,000	\$0.17
	TOTAL CONCRETE	\$8,718,000	\$30.26
4	MASONRY		
	a. INTERIOR CMU WALL	\$95,000	\$0.33
	TOTAL MASONRY	\$95,000	\$0.33
5	METALS		
	a. ORNAMENTAL / GLASS RAILING SYSTEM	\$21,000	\$0.07
	b. HANDRAILS & GUARDRAILS @ CONCRETE STAIRS	\$68,000	\$0.24
	c. MISC. IRON, LINTEL, SEPARATOR METAL BEAMS @ ELEVATOR SHAFT, ETC.	\$169,000	\$0.59
	TOTAL METALS	\$237,000	\$0.82
6	ROUGH CARPENTRY		
	a. INSTALL DOORS, FRAMES & H.W. & MISC. BLOCKING	\$6,000	\$0.02
	TOTAL ROUGH CARPENTRY	\$6,000	\$0.02

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(**ALTERNATE SCHEME - HEATED & INSULATED GLAZED PARKING GARAGE OPTION**)

DIVISION #	DESCRIPTION	TOTAL COST	COST/SF
7	THERMAL AND MOISTURE PROTECTION		
	a. WATERPROOFING @ BASEMENT / FOUNDATION	\$86,000	\$0.30
	b. TRAFFIC COATING @ PARKING AREA @ 3rd FLOOR	\$120,000	\$0.42
	c. INSULATION @ RETAIL AREA	\$74,000	\$0.26
	d. FIRE SAFING / FIRE STOPPING SYSTEM	(INCL. W/ TRADES)	
	e. ROOFING AND SHEET METAL (INCL. GREEN ROOF SYSTEM)	\$549,000	\$1.91
	f. PRECAST CONCRETE PAVERS @ TERRACE AREA @ LEVEL 3	\$7,000	\$0.02
	g. CAULKING/JOINT SEALER	(INCL. W/ TRADES)	
	TOTAL THERMAL AND MOISTURE PROTECTION	\$836,000	\$2.90
8	DOORS, FRAMES, H.W.		
	a. HOLLOW METAL DOORS AND FRAMES @ STAIRS	\$12,000	\$0.04
	b. O.H. DOORS @ PARKING ENTRY / EXIT	\$50,000	\$0.17
	c. FINISH HARDWARE	\$4,000	\$0.01
	TOTAL DOORS, FRAMES, H.W.	\$66,000	\$0.23
8A	EXTERIOR WALL SYSTEM - AL. & GLASS WINDOW WALL SYSTEM, SOFFIT		
	a. AL. & GLASS CURTAINWALL SYSTEM @ RETAIL	\$712,000	\$2.47
	b. HYBRID WINDOW WALL SYSTEM (SINGLE PANE) @ EXT. WALL @ PARKING	\$2,155,000	\$7.48
	c. HYBRID WINDOW WALL SYSTEM @ INT. LIGHTWELL WALL @ PARKING	(EXCLUDED)	
	d. METAL SOFFIT	\$83,000	\$0.29
	e. METAL CLADDING @ CONCRETE WALL @ ROOF LEVEL	\$64,000	\$0.22
	f. METAL PARAPET WALL SYSTEM @ ROOF LEVEL	\$156,000	\$0.54
	g. METAL COPING	\$45,000	\$0.16
	h. SKYLIGHT AREA	\$209,000	\$0.73
	TOTAL EXTERIOR WALL SYSTEM - AL. & GLASS WINDOW WALL SYSTEM, SOFFIT	\$3,424,000	\$11.89
9	INTERIOR FINISHES		
	a. G.B. ELEV. SHAFT WALL SYSTEM	\$39,000	\$0.14
	b. TERRAZZO TILE @ PARKING ELEV. LOBBY @ FIRST FLOOR	\$18,000	\$0.06
	c. FINISH PAINTING	\$68,000	\$0.24
	TOTAL INTERIOR FINISHES	\$125,000	\$0.43
10	SPECIALTIES		
	a. AL. LOUVERS	(INCL. W/ EXT/ WALL)	
	b. EXTERIOR BUILDING SIGNAGE AND GRAPHICS	\$8,000	\$0.03
	c. INTERIOR SIGNAGE PER CODE	\$15,000	\$0.05
	d. FIRE EXTINGUISHERS, CABINETS AND ACCESSORIES	\$5,000	\$0.02
	TOTAL SPECIALTIES	\$28,000	\$0.10
11	EQUIPMENT		
	a. WINDOW WASHING EQUIPMENT	(BY OWNER)	
	b. DAVIT ANCHORS FOR WINDOW WASHING SYSTEM	\$50,000	\$0.17
	c. PARKING CONTROL EQUIPMENT	\$150,000	\$0.52
	TOTAL EQUIPMENT	\$200,000	\$0.69

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DIVISION #	DESCRIPTION	TOTAL COST	COST/SF
14	VERTICAL TRANSPORTATION SYSTEM		
	a. PARKING PASSENGER MRL ELEVATORS (3 EACH)	\$525,000	\$1.82
	b. CAB FINISHES ALLOWANCE FOR PARKING PASSENGER ELEVATORS (3 EACH)	(INCLUDED)	
	TOTAL VERTICAL TRANSPORTATION SYSTEM	\$525,000	\$1.82
15	MECHANICAL SYSTEMS		
	a. FIRE PROTECTION SYSTEM	\$586,000	\$2.03
	b. PLUMBING SYSTEM	\$508,000	\$1.76
	c. HVAC/TEMPERATURE CONTROL SYSTEM	\$773,000	\$2.68
	TOTAL MECHANICAL SYSTEMS	\$1,867,000	\$6.48
16	ELECTRICAL SYSTEM		
	a. ELECTRICAL/LIFE SAFETY SYSTEM	\$817,000	\$2.84
	a.1 ELECTRICAL / LIGHT FIXTURES & TRIM (FURNISH & INSTALL)	\$160,000	\$0.56
	b. ELECTRICAL / FIRE ALARM SYSTEM	\$162,000	\$0.56
	c. ELECTRICAL LOW VOLTAGE SPECIALTY / SECURITY SYSTEM	\$121,000	\$0.42
	TOTAL ELECTRICAL SYSTEM	\$1,260,000	\$4.37
17	HOISTING		
	MATERIAL / PERSONNEL HOISTING FOR ALL TRADES FOR FREE USE BY ALL TRADES INCLUDING OPERATOR	(INCL. W/ G. R.)	
	TOTAL HOISTING	\$0	\$0.00
	SUB-TOTAL DIRECT COST	\$19,108,500	\$66.34

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DIVISION #	DESCRIPTION	TOTAL COST	COST/SF
	SUB-TOTAL DIRECT COST	\$19,108,500	\$66.34
	CONSTRUCTION CONTINGENCY (INCL. W/ TRADES)		
	SUB-TOTAL	\$19,108,500	\$66.34
	GENERAL CONDITIONS / GENERAL REQUIREMENTS (INCLUDE 10 ~ 12 MONTH SCHEDULE DURATION)		
	GENERAL CONDITIONS: 2.50% \$478,000 (PRE-CONSTRUCTION/ PROCUREMENT/ CONSTRUCTION/ COMMISSIONING/ CLOSE-OUT)		
	PROJECT OFFICE AND FIELD SUPERVISORY PERSONNEL INCLUDING PROJECT EXECUTIVE, PROJECT MANAGERS, ASST. PROJECT MANAGERS, GENERAL SUPERINTENDENT, SENIOR SUPERINTENDENT, ASST. SUPERINTENDENTS, TIME KEEPER, SCHEDULER, ADMIN, DATA PROCESSING AND PROJECT ACCOUNTING INCLUDING ALL APPLICABLE FEDERAL STATE AND LOCAL TAXES, FRINGE BENEFITS, AND OVERHEAD COSTS		
	GENERAL REQUIREMENTS: 3.00% \$573,000 (PRE-CONSTRUCTION/ PROCUREMENT/ CONSTRUCTION/ COMMISSIONING/ CLOSE-OUT)		
	LAYOUT, DOCUMENT REPRODUCTION, FLAGMEN, TEMP UTILITY CHARGES, SMALL TOOLS AND CONSUMABLES, LABORERS FOR GENERAL CLEAN-UP, CARPENTERS FOR SAFETY AND PROTECTION, TEMPORARY STAIRS, HANDRAILS, TOEBOARD, OPENING PROTECTION, TEMPORARY PROTECTION OF FINISHES, SAFETY NETTING, TEMPORARY FIRE EXTINGUISHERS, FIRST AID STATIONS, POTABLE WATER STATIONS, TEMPORARY OFFICE FACILITIES/ EQUIPMENT/ PHONES/ CELL PHONES/ RADIOS, FIELD OFFICE SUPPLIES, SITE SECURITY, CONFERENCE TRAILER, DUST CONTROL, STREET CLEANING, VEHICLES, TRAVEL, LODGING TEMPORARY FACILITIES, TEMPORARY UTILITIES, SITE BARRICADES, SITE FENCING, TEMP SIGNAGE, TRASH CHUTES, DUMPSTERS, PEST CONTROL, MATERIAL / PERSONNEL HOISTING FOR ALL TRADES INCLUDING OPERATOR,		
	SUB-TOTAL	\$20,159,500	\$69.98
	PROJECT LIABILITY INSURANCE PROGRAM 0.75% \$151,000		
	SUB-TOTAL	\$20,310,500	\$70.51
	GENERAL CONTRACTOR'S FEE 2.50% \$508,000 (INCL. HOME OFF. EXP.+ PRECONST. PROCUR. / CONST. / COMM. / CLOSE OUT)		
	TOTAL CONSTRUCTION COST	\$20,818,500	\$72.27
	(BASE SCHEME - UNHEATED & GLAZED W/ SINGLE PANE PARKING GARAGE OPTION)		
	COST PER CAR	\$33,500	
	(BASE SCHEME - UNHEATED & GLAZED W/ SINGLE PANE PARKING GARAGE OPTION)		

EVANS
Construction / Consulting
CONSTRUCTION COST ESTIMATE
BUDGET SUMMARY

DATE: 03/29/16
PAGE: 1

PROJECT: JUDGE DOYLE SQUARE DEVELOPMENT
(FLEET & PUBLIC PARKING SPACE BUILDING / DEVELOPMENT)
MADISON, WI

ARCHITECT: LOTHAN VAN HOOK DESTEFANO ARCHITECTURE, LLC
DOCUMENTS: CONCEPTUAL DESIGN OPTION - 'A' - PROP. DWGS. SET 3/23/16

GROSS ENCL. AREA IN SF= 288,060
BASEMENT = 1
(BASE SCHEME - UNHEATED & GLAZED W/ SINGLE PANE PARKING GARAGE OPTION) ABOVE GRADE LEVELS = 8
(ALTERNATE SCHEME - HEATED & INSULATED GLAZED PARKING GARAGE OPTION) No. OF CARS = 621

DIVISION #	DESCRIPTION	TOTAL COST	COST/SF
(BASE SCHEME - UNHEATED & GLAZED W/ SINGLE PANE PARKING GARAGE OPTION)			
	TOTAL CONSTRUCTION COST	\$20,852,000	\$72.39
(BASE SCHEME - UNHEATED & GLAZED W/ SINGLE PANE PARKING GARAGE OPTION)			
	COST PER CAR	\$33,600	
(BASE SCHEME - UNHEATED & GLAZED W/ SINGLE PANE PARKING GARAGE OPTION)			
(ALTERNATE SCHEME - HEATED & INSULATED GLAZED PARKING GARAGE OPTION)			
	TOTAL CONSTRUCTION COST	\$23,819,500	\$82.69
(ALTERNATE SCHEME - HEATED & INSULATED GLAZED PARKING GARAGE OPTION)			
	COST PER CAR	\$38,400	
(ALTERNATE SCHEME - HEATED & INSULATED GLAZED PARKING GARAGE OPTION)			
MAJOR PREMIUMS ARE AS FOLLOWS.		APPROX. VALUE INCL. MARK-UPS	
	1) EXTERIOR WALL - WINDOW SYSTEM	\$1,095,000	
	2) INTERIOR FINISHES - FINISH PAINTING	\$298,600	
	3) VERTICAL TRANSPORTATION - GROCERY SERVICE ELEVATOR	\$299,700	
	4) MECHANICAL SYSTEM - HVAC / TEMP. CONTROL SYSTEM	\$1,046,100	
	5) ELECTRICAL SYSTEM - LIFE SAFETY	\$261,600	
	TOTAL NET PREMIUM	\$3,001,000	
	ADDED COST PER CAR	\$4,800	

A.) MAJOR QUALIFICATION:

THIS BUDGET ESTIMATE IS BASED ON CURRENT MARKET CONDITIONS AND ASSUMES CONSTRUCTION START DATE OF FIRST QUARTER OF 2017.

B.) MAJOR HARD COST BUDGET ESTIMATE EXCLUSIONS:-

RETAIL TENANT AREAS INCLUDED AS GREY BOX ONLY
 PRECONDITION OR PRECONSTRUCTION DAMAGE SURVEY REPORT OF EXISTING OR ADJACENT STRUCTURES
 DEMOLITION / FOUNDATION / BUILDING PERMIT / WATER , SEWER TAPPING FEES
 ANY OFFSITE IMPROVEMENTS FEES
 BUILDERS RISK INSURANCE COVERAGE INCLUDING ASSOCIATED DEDUCTIBLES
 SITE SURVEY / PLAT , PRECONDITION OR PRECONSTRUCTION DAMAGE SURVEY
 CONSTRUCTION BARRICADE GRAPHICS
 BORINGS AND SOIL TESTING REPORT, ABATEMENT, CONCRETE, STEEL, FIREPROOFING, ETC. TESTING SERVICES. CURTAIN WALL TESTING OR CONSULTING FEES, LABORATORY FEES, WIND TUNNEL LABORATORY AND TESTING FEES.
 GENERAL CONTRACTOR OR SUB-CONTRACTORS PAYMENT & PERFORMANCE BONDS
 ELECT. POWER CO., TELEPHONE, SECURITY, AND / OR CABLE EXCESS FACILITY CHARGES
 WINDOW WASHING CONSULTANT FEES, EQUIPMENT OR DAVIT ARMS.
 RELOCATION OF MAJOR EXISTING UNDERGROUND SITE UTILITIES, TELEGRAPH LINES, IBT, CECO, PEOPLES GAS SERVICE MAINS AND WATER OR SEWER MAINS.
 COSTS ASSOCIATED WITH REMOVAL, RELOCATION AND REPLACEMENT OF ANY EXISTING STREET LIGHTING, TRAFFIC SIGNALS, PEDESTRIAN SIGNAGE, FIRE HYDRANTS, ETC.
 COSTS ASSOCIATED WITH PROVIDING ANY SPECIAL PROTECTIVE BONDS OR INSURANCE DURING CONSTRUCTION FOR ADJACENT PUBLIC OR PRIVATE PROPERTY
 ASBESTOS AND TOXIC WASTE INVESTIGATION REPORTS, THEIR REMOVAL OR ANY SCHEDULE DELAY IMPACTS.
 FINAL CLEANING OF INTERIOR AND PUBLIC SPACES
 FINAL CLEANING OF INTERIOR AND EXTERIOR WINDOWS
 DEVELOPER SOFT COST / PROJECT CONTINGENCY
 OWNER FURNITURE, FIXTURE AND EQUIPMENT ITEMS INCLUDING LOBBY FURNITURE, LOBBY ARTWORK, ETC.
 ANY PREMIUMS ASSOCIATED WITH PROVIDING LEED COMMISSIONER FOR THE PROJECT .

EVANS
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 JUDGE DOYLE SQUARE DEVELOPMENT
 (FLEET & PUBLIC PARKING SPACE BUILDING / DEVELOPMENT)
CONSTRUCTION COST ESTIMATE

DATE: 3/29/16

PROJECT PARAMETERS

ARCHITECTS: LOTHAN VAN HOOK DESTEFANO ARCHITECTURE, LLC

DOCUMENTS: CONCEPTUAL DESIGN OPTION 'A' - PROPOSAL DRAWINGS SET DATED MARCH 23, 2016

No. Of LEVELS	DESCRIPTION	FLOOR TO CEILING HEIGHT (IN LF)	FLOOR TO FLOOR HEIGHT (IN LF)	EXT. SURF. WALL AREA (IN SF)	EXT. WALL RATIO TO GSF (%)	SLAB ON GRADE AREA (IN GSF)	SUPPORTED SLAB AREA IN GSF	GROSS ENCLOSED AREA IN GSF	GROSS ENCLOSED AREA IN GSF				TERRACE AREA	GREEN ROOF AREA	ROOF AREA	No. Of PARKING SPACES
									RETAIL	BIKE RENTAL	STAIRS	ELEVATORS				
1	BASEMENT LEVEL 1 - PARKING	9.33	10.00	6,860		21,300		21,300			360	220		20,720		63
1	LEVEL 1	9.33	10.00	7,750		11,600	21,300	32,900	9,720	10,180	360	220		11,220		
1	LEVEL 2	9.33	10.00	7,750			32,900	32,900	21,100		360	220		11,220		
1	LEVEL 3	9.33	10.00	8,390			35,480	34,980			360	220		34,400	500	68
1	LEVEL 4	9.33	10.00	8,390			33,080	33,080			360	220		32,500		98
1	LEVEL 5	9.33	10.00	8,390			33,080	33,080			360	220		32,500		98
1	LEVEL 6	9.33	10.00	8,390			33,080	33,080			360	220		32,500		98
1	LEVEL 7	9.33	10.00	8,390			33,080	33,080			360	220		32,500		98
1	LEVEL 8	9.33	10.00	8,390			33,080	33,080			360	220		32,500		98
	ROOF LEVEL - ELEV. & STAIRS OVER RUN	9.33	10.00	1,810			33,080	580			360	220		32,500		
	UPPER ROOF						580									
8	TOTAL		90.00	67,650	0.23	32,900	288,740	288,060	30,820	10,180	3,600	2,200	1,200	240,060	500	621

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CONSTRUCTION COST ESTIMATE
BUDGET SUMMARY

Option B

PROJECT: JUDGE DOYLE SQUARE DEVELOPMENT
(NEW HOTEL , RESIDENTIAL, PARKING & PUBLIC SPACE DEVELOPMENT)
MADISON, WI

DATE: 03/01/16
PAGE: 1

ARCHITECT: LOTHAN VAN HOOK DESTEFANO ARCHITECTURE, LLC
DOCUMENTS: CONCEPTUAL DESIGN OPTION #2 - PROPOSAL DRAWINGS SET DATED FEBRUARY 24, 2016

GROSS ENCLOSED AREA IN SF= 191,600
No. OF PARKING = 608

DIVISION #	DESCRIPTION	TOTAL COST	COST/SF
2	SITework		
	a. SITE IMPROVEMENT b. SITE UTILITIES / UNDERGROUND	(INCL. W/ BLDG.) (INCL. W/ BLDG.)	
	TOTAL SITework	\$0	\$0.00
2A	BUILDING SUB-STRUCTURE		
	a. CONCRETE SLURRY WALL RETENTION SYSTEM c. CAISSON d. ALLOWANCE FOR BELOW GRADE OBSTRUCTIONS e. DEWATERING SYSTEM f. ALLOWANCE FOR HAUL AWAY CAISSON & SLURRY SPOILS	\$4,279,000 \$1,650,000 \$150,000 \$250,000 \$500,000	\$22.33 \$8.61 \$0.78 \$1.30 \$2.61
	TOTAL BUILDING SUB-STRUCTURE	\$6,829,000	\$35.64
2B	EARTHWORK		
	a. EARTHWORK (EXCAVATION / BACKFILL) b. COMPACTED FILL / CRUSHED STONE UNDER SLAB ON GRADE	\$3,878,000 \$146,000	\$20.24 \$0.76
	TOTAL BUILDING SUB-STRUCTURE	\$4,024,000	\$21.00
3	CONCRETE		
	a. BASEMENT CONCRETE SYSTEM b. PRECAST WHEEL STOP	\$7,714,000 \$49,000	\$40.26 \$0.26
	TOTAL CONCRETE	\$7,763,000	\$40.52
4	MASONRY		
	a. INTERIOR CMU WALL @ SLURRY WALL	\$553,000	\$2.89
	TOTAL MASONRY	\$553,000	\$2.89
5	METALS		
	a. HANDRAILS & GUARDRAILS @ CONCRETE STAIRS b. MISC. IRON, LINTEL, SEPARATOR METAL BEAMS @ ELEVATOR SHAFT, ETC.	\$30,000 \$208,000	\$0.16 \$1.09
	TOTAL METALS	\$238,000	\$1.24
6	ROUGH & FINISH CARPENTRY, MILLWORK		
	a. INSTALL DOORS, FRAMES & H.W. & MISC. BLOCKING	\$5,000	\$0.03
	TOTAL ROUGH & FINISH CARPENTRY, MILLWORK	\$5,000	\$0.03
7	THERMAL AND MOISTURE PROTECTION		
	a. WATERPROOFING @ BASEMENT WALL b. TRAFFIC COATING @ PARKING AREA c. INSULATION @ BASEMENT (UNDER FIRST FLOOR LOBBY / RETAIL AREA) d. FIRE SAFING / FIRE STOPPING SYSTEM e. CAULKING/JOINT SEALER	\$243,000 \$659,000 \$35,000 \$10,000 \$10,000	\$1.27 \$0.18 \$0.05 \$0.05
	TOTAL THERMAL AND MOISTURE PROTECTION	\$957,000	\$4.99

(CONTINUED ON THE NEXT PAGE)

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CONSTRUCTION COST ESTIMATE
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PROJECT: JUDGE DOYLE SQUARE DEVELOPMENT
(NEW HOTEL , RESIDENTIAL, PARKING & PUBLIC SPACE DEVELOPMENT)
MADISON, WI

DATE: 03/01/16
PAGE: 2

GROSS ENCLOSED AREA IN SF= 191,600

ARCHITECT: LOTHAN VAN HOOK DESTEFANO ARCHITECTURE, LLC

No. OF PARKING = 608

DOCUMENTS: CONCEPTUAL DESIGN OPTION #2 - PROPOSAL DRAWINGS SET DATED FEBRUARY 24, 2016

DIVISION #	DESCRIPTION	TOTAL COST	COST/SF
	(CONTINUED FROM THE LAST PAGE)		
8	DOORS, FRAMES, H.W.		
	a. HOLLOW METAL DOORS AND FRAMES	\$9,000	\$0.05
	b. O.H. DOORS @ PARKING ENTRY / EXIT	\$50,000	\$0.26
	c. FINISH HARDWARE	\$2,000	\$0.01
	TOTAL DOORS, FRAMES, H.W.	\$61,000	\$0.32
9	INTERIOR FINISHES		
	a. TERRAZZO TILE @ PARKING ELEV. LOBBY	\$15,000	\$0.08
	b. HARDENED & SEALED CONC. / FLOOR TREATMENT	\$2,000	\$0.01
	c. FINISH PAINTING	\$376,000	\$1.96
	TOTAL INTERIOR FINISHES	\$393,000	\$2.05
10	SPECIALTIES		
	a. CORNER GUARDS	\$25,000	\$0.13
	b. EXTERIOR BUILDING SIGNAGE AND GRAPHICS	\$10,000	\$0.05
	c. INTERIOR SIGNAGE PER CODE	\$5,000	\$0.03
	d. FIRE EXTINGUISHERS, CABINETS AND ACCESSORIES	\$8,000	\$0.04
	TOTAL SPECIALTIES	\$48,000	\$0.25
11	EQUIPMENT		
	a. PARKING CONTROL EQUIPMENT	\$100,000	\$0.52
	TOTAL EQUIPMENT	\$100,000	\$0.52
14	VERTICAL TRANSPORTATION SYSTEM		
	a. PARKING PASSENGER MRL ELEVATORS (3 EACH)	\$450,000	\$2.35
	b. CAB FINISHES ALLOWANCE FOR PARKING PASSENGER ELEVATORS (3 EACH) (STANDARD CAB FINISHES)		
	TOTAL VERTICAL TRANSPORTATION SYSTEM	\$450,000	\$2.35
15	MECHANICAL SYSTEMS		
	a. FIRE PROTECTION SYSTEM	\$473,000	\$2.47
	b. PLUMBING SYSTEM	\$662,000	\$3.46
	c. HVAC/TEMPERATURE CONTROL SYSTEM	\$1,419,000	\$7.41
	TOTAL MECHANICAL SYSTEMS	\$2,554,000	\$13.33
16	ELECTRICAL SYSTEM		
	a. ELECTRICAL/LIFE SAFETY SYSTEM	\$1,608,000	\$8.39
	b. ELECTRICAL / FIRE ALARM SYSTEM	\$125,000	\$0.65
	c. ELECTRICAL LOW VOLTAGE SPECIALTY / SECURITY SYSTEM	\$75,000	
	d. CABLE TV, INTERCOM SYSTEM	N/A	
	TOTAL ELECTRICAL SYSTEM	\$1,808,000	\$9.44
	(CONTINUED ON THE NEXT PAGE)		

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CONSTRUCTION COST ESTIMATE
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PROJECT: JUDGE DOYLE SQUARE DEVELOPMENT
(NEW HOTEL, RESIDENTIAL, PARKING & PUBLIC SPACE DEVELOPMENT)
MADISON, WI

DATE: 03/01/16
PAGE: 3

GROSS ENCLOSED AREA IN SF= 191,600

ARCHITECT: LOTHAN VAN HOOK DESTEFANO ARCHITECTURE, LLC
DOCUMENTS: CONCEPTUAL DESIGN OPTION #2 - PROPOSAL DRAWINGS SET DATED FEBRUARY 24, 2016

No. OF PARKING = 608

DIVISION #	DESCRIPTION	TOTAL COST	COST/SF
17	HOISTING		
	MATERIAL / PERSONNEL HOISTING FOR ALL TRADES FOR FREE USE BY ALL TRADES INCLUDING OPERATOR	\$250,000	
	TOTAL HOISTING	\$250,000	\$1.30
	SUB-TOTAL DIRECT COST	\$26,033,000	\$135.87
	CONSTRUCTION CONTINGENCY 5.00%	\$1,302,000	
	SUB-TOTAL	\$27,335,000	\$142.67
	GENERAL CONDITIONS / GENERAL REQUIREMENTS (INCLUDE 6 ~ 7 MONTH SCHEDULE DURATION)		
	GENERAL CONDITIONS: 2.50% (PRE-CONSTRUCTION/ PROCUREMENT/ CONSTRUCTION/ COMMISSIONING/ CLOSE-OUT) \$683,000	\$683,000	
	PROJECT OFFICE AND FIELD SUPERVISORY PERSONNEL INCLUDING PROJECT EXECUTIVE, PROJECT MANAGERS, ASST. PROJECT MANAGERS, GENERAL SUPERINTENDENT, SENIOR SUPERINTENDENT, ASST. SUPERINTENDENTS, TIME KEEPER, SCHEDULER, ADMIN, DATA PROCESSING AND PROJECT ACCOUNTING INCLUDING ALL APPLICABLE FEDERAL STATE AND LOCAL TAXES, FRINGE BENEFITS, AND OVERHEAD COSTS		
	GENERAL REQUIREMENTS: 4.00% (PRE-CONSTRUCTION/ PROCUREMENT/ CONSTRUCTION/ COMMISSIONING/ CLOSE-OUT) \$1,093,000	\$1,093,000	
	LAYOUT, DOCUMENT REPRODUCTION, FLAGMEN, TEMP UTILITY CHARGES, SMALL TOOLS AND CONSUMABLES, LABORERS FOR GENERAL CLEAN-UP, CARPENTERS FOR SAFETY AND PROTECTION, TEMPORARY STAIRS, HANDRAILS, TOEBOARD, OPENING PROTECTION, TEMPORARY PROTECTION OF FINISHES, SAFETY NETTING, TEMPORARY FIRE EXTINGUISHERS, FIRST AID STATIONS, POTABLE WATER STATIONS, TEMPORARY OFFICE FACILITIES/ EQUIPMENT/ PHONES/ CELL PHONES/ RADIOS, FIELD OFFICE SUPPLIES, SITE SECURITY, CONFERENCE TRAILER, DUST CONTROL, STREET CLEANING, VEHICLES, TRAVEL, LODGING TEMPORARY FACILITIES, TEMPORARY UTILITIES, SITE BARRICADES, SITE FENCING, TEMP SIGNAGE, TRASH CHUTES, DUMPSTERS, PEST CONTROL, MATERIAL / PERSONNEL HOISTING FOR ALL TRADES INCLUDING OPERATOR, FINAL CLEANING OF INTERIOR RESIDENTIAL UNITS AND PUBLIC SPACES, FINAL CLEANING OF INTERIOR AND EXTERIOR WINDOWS		
	SUB-TOTAL	\$29,111,000	\$151.94
	FIVE YEAR PROJECT OWNER WRAP INSURANCE PROGRAM 1.25%	\$364,000	
	SUB-TOTAL	\$29,475,000	\$153.84
	GENERAL CONTRACTOR'S FEE 3.00% (INCL. HOME OFF. EXP.+ PRECONST. PROCUR. / CONST. / COMM. / CLOSE OUT)	\$884,000	
	TOTAL CONSTRUCTION COST	\$30,359,000	\$158.45
	COST PER CAR	\$49,900	

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CONSTRUCTION COST ESTIMATE
BUDGET SUMMARY

PROJECT: JUDGE DOYLE SQUARE DEVELOPMENT (NEW HOTEL , RESIDENTIAL, PARKING & PUBLIC SPACE DEVELOPMENT) MADISON, WI	DATE: 03/01/16 PAGE: 4
ARCHITECT: LOTHAN VAN HOOK DESTEFANO ARCHITECTURE, LLC	GROSS ENCLOSED AREA IN SF= 191,600
DOCUMENTS: CONCEPTUAL DESIGN OPTION #2 - PROPOSAL DRAWINGS SET DATED FEBRUARY 24, 2016	No. OF PARKING = 608

DIVISION #	DESCRIPTION	TOTAL COST	COST/SF
A.)	<p><u>MAJOR QUALIFICATION:</u></p> <p>THIS BUDGET ESTIMATE IS BASED ON CURRENT MARKET CONDITIONS AND ASSUMES CONSTRUCTION START DATE OF THIRD QUARTER OF 2016.</p>		
B.)	<p><u>MAJOR HARD COST BUDGET ESTIMATE EXCLUSIONS:-</u></p> <p>PRECONDITION OR PRECONSTRUCTION DAMAGE SURVEY REPORT OF EXISTING OR ADJACENT STRUCTURES</p> <p>DEMOLITION / FOUNDATION / BUILDING PERMIT / WATER , SEWER TAPPING FEES</p> <p>ANY OFFSITE IMPROVEMENTS FEES</p> <p>BUILDERS RISK INSURANCE COVERAGE INCLUDING ASSOCIATED DEDUCTIBLES</p> <p>SITE SURVEY / PLAT , PRECONDITION OR PRECONSTRUCTION DAMAGE SURVEY</p> <p>CONSTRUCTION BARRICADE GRAPHICS</p> <p>BORINGS AND SOIL TESTING REPORT, ABATEMENT, CONCRETE, STEEL, FIREPROOFING, ETC. TESTING SERVICES. CURTAIN WALL TESTING OR CONSULTING FEES, LABORATORY FEES, WIND TUNNEL LABORATORY AND TESTING FEES.</p> <p>GENERAL CONTRACTOR OR SUB-CONTRACTORS PAYMENT & PERFORMANCE BONDS</p> <p>COMMON WEALTH EDISON, TELEPHONE, SECURITY, AND / OR CABLE EXCESS FACILITY CHARGES</p> <p>RELOCATION OF MAJOR EXISTING UNDERGROUND SITE UTILITIES, TELEGRAPH LINES, IBT, CECO, PEOPLES GAS SERVICE MAINS AND WATER OR SEWER MAINS.</p> <p>COSTS ASSOCIATED WITH REMOVAL, RELOCATION AND REPLACEMENT OF ANY EXISTING STREET LIGHTING, TRAFFIC SIGNALS, PEDESTRIAN SIGNAGE, FIRE HYDRANTS, ETC.</p> <p>COSTS ASSOCIATED WITH PROVIDING ANY SPECIAL PROTECTIVE BONDS OR INSURANCE DURING CONSTRUCTION FOR ADJACENT PUBLIC OR PRIVATE PROPERTY</p> <p>ASBESTOS AND TOXIC WASTE INVESTIGATION REPORTS, THEIR REMOVAL OR ANY SCHEDULE DELAY IMPACTS.</p>		

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JUDGE DOYLE SQUARE DEVELOPMENT

(NEW HOTEL, RESIDENTIAL, PARKING & PUBLIC SPACE DEVELOPMENT)

CONSTRUCTION COST ESTIMATE

PROJECT PARAMETERS

ARCHITECTS: LOTHAN VAN HOOK DESTEFANO ARCHITECTURE, LLC

DATE: 3/1/16

DOCUMENTS: CONCEPTUAL DESIGN OPTION #2 - PROPOSAL DRAWINGS SET DATED FEBRUARY 24, 2016

No. OF LEVELS	DESCRIPTION	FLOOR TO CEILING HEIGHT (IN LF)	FLOOR TO FLOOR HEIGHT (IN LF)	EXT. PER. SURFACE LENGTH (IN LF)	EXT. SURF. WALL AREA (IN SF)	EXT. WALL RATIO TO GSF (%)	SLAB ON GRADE AREA (IN GSF)	SUPPORTED SLAB AREA IN GSF	GROSS ENCLOSED AREA IN GSF	GROSS ENCLOSED AREA IN GSF			No. OF PARKING SPACES	
										STAIRS	ELEVATORS	PARKING ELEV. LOBBY		
1	BASEMENT LEVEL 4 - PARKING	9.33	10.00	900	9,000		47,900		47,900	380	220	260	47,040	152
1	BASEMENT LEVEL 4 - PARKING	9.33	10.00	900	9,000			47,900	47,900	380	220	260	47,040	152
1	BASEMENT LEVEL 4 - PARKING	9.33	10.00	900	9,000			47,900	47,900	380	220	260	47,040	152
1	BASEMENT LEVEL 4 - PARKING	9.33	10.00	900	9,000			47,900	47,900	380	220	260	47,040	152
	FIRST FLOOR SLAB							47,900						
4	TOTAL		40.00		36,000	0.19	47,900	191,600	191,600	1,520	880	1,040	188,160	608



Attachment J

Follow-up Questions on Beitler's Judge Doyle Square Proposal

George Austin <gaustin.madison@gmail.com>

Wed, Mar 30, 2016 at 3:54 PM

To: "Beitler, J. Paul" <pbeitler@beitlerre.com>, Beitler Real Estate <jpbeitler@beitlerre.com>, "O'Brien, Patrick" <pobrien@beitlerre.com>

Bcc: "Erdman, Natalie" <nerdman@cityofmadison.com>, mmikolajewski@cityofmadison.com, "Ramakrishna, Kevin" <KRamakrishna@cityofmadison.com>, "Schmiedicke, David" <dschmiedicke@cityofmadison.com>, "McManners, Gregg" <GMcManners@mononaterace.com>, ddryer@cityofmadison.com, Joe Gromacki <JGromacki@cityofmadison.com>

Good Afternoon:

At the Board of Estimates meeting on Monday, March 21st, the City Negotiating Team asked if there were any additional questions that the Alders wished to pose to the development teams. We have received a few additional questions for your consideration. I would ask that you respond by the **end of the day on Tuesday, April 5th with your responses.**

1. Room Block Agreement Questions

Please provide your feedback in regards to the following elements of the **Room Block Agreement (RBA)**:

Total Rooms Available: Will you commit 80% rooms of your room inventory for multiple days to conventions and groups utilizing Monona Terrace? If not, how many rooms will you commit and for how many days in duration?

Sunset Clause: Would you commit to the room block schedule outlined below. If not, what schedule would you commit to?

- More than 24 months out: Greater Madison Convention and Visitors Bureau (GMCVB) is guaranteed blocks of rooms at a rate agreed to by the event planner and the hotel.
- 18-24 months out: GMCVB pending proposals are first option (given first right of refusal.) Should Hotel business arise, Hotel will give GMCVB ample notification to book the GMCVB pending proposal business. If unable to book, the GMCVB will agree to reduce or release proposed block to accommodate Hotel business. Should there be no GMCVB proposal pending, Hotel agrees to provide monthly an updated calendar showing room availability within the 24-month window.
- 12-18 months out: Ongoing communication between Hotel and GMCVB regarding outstanding pending proposals and reasonable deadline to contract business, reduce block or release block. New business is first come, first serve.

Permitted Rates: Will you commit to a RBA that stipulates a Permitted Rate which would be tied to the Downtown ADR and/or the Hotel P/L proforma rate for that year plus an additional 8%.

Remedy: As it relates to the ability to enforce the RBA, what remedy would you suggest for

enforcement of the RBA if a Permitted Rate clause was not included in the document. (Without this clause, the hotel could simply decline the room block by offering the block at a price point that would be unacceptable by the client, rendering the room block of no value to the city or MT.)

Function Space

- Please provide your feedback in regard to the following elements of the function space planned for your hotel:
- Provide the total amount of function space in your hotel including public spaces that could be leased to clients for private events.
- Provide a square footage breakout of the function spaces within your hotel by size, configuration, individual room spaces and proximity (or adjacencies) to other function spaces.
- Will you be incorporating ample back of house service space for caterers or food service for event/function space? If so, how much?

2. What is the range of wages and benefits for employees of the proposed hotel and what percentage of the total employees are in each range? Is there a career ladder available for hotel employees?

3. At the March 9 interview, you referenced several potential tenancies for Block 88; Mariano's, Trek and LA Fitness. What is the status of those lease discussions?

4. At the interview, you indicated that you had used the ground lease model in a Chicago real estate transaction. Please provide an outline of the ground lease structure for that transaction.

Thank you for your responses. The Board of Estimates will be meeting on Monday, April 11th at 4:30 pm in Room 260 of the Madison Municipal Building. We expect the Board will consider both proposals and make a recommendation to the Common Council.

George Austin, Judge Doyle Square Project Director
City of Madison



George Austin <gaustin.madison@gmail.com>

Follow-up Questions on Beitler's Judge Doyle Square Proposal

Beitler III, John Paul <jpbeitler@beitlerre.com>

Thu, Mar 31, 2016 at 4:20 PM

To: George Austin <gaustin.madison@gmail.com>, "Beitler, J. Paul" <pbeitler@beitlerre.com>, "O'Brien, Patrick" <pobrien@beitlerre.com>

Dear George,

Below are the responses to your questions from March 30, 2016:

Room Block Agreement Questions (Total Rooms Available / Sunset Clause / Permitted Rates / Remedy)

In our Memo from March 2, 2016, we stated, *"The hotel design contains 252 hotel rooms. We agree to establish a room block commitment for Monona Terrace that is consistent with Monona's specific room block requirement and compatible with the ongoing demands of the hotel in general"*.

It is nearly impossible to accept or reject (partial) proposed business terms of a RBA without having had the benefit of meeting with the City to establish their actual needs including the opportunity to analyze the existing RBA the City has with the Hilton in order to identify what aspects of that arrangement the City would like to replicate and what aspects need to be modified.

We recognize that until the City formally selects a developer for the project that the City is unable to negotiate the actual terms of an agreement for a RBA, but we reaffirm our commitment to establish a RBA in a collaborative manner that works to achieve the City's specific objectives.

Function Space

Our Memo from March 2, 2016 provided an Exhibit A that outlines the areas available for banquet and meeting space in the hotel of approximately 19,545 square feet. This square footage can be expanded by an additional 7,816 sf by recapturing portions of the Retail areas. 19,545-27,361 square feet is sufficient square footage for the Function Space. If selected, we would establish a clear "program" for all aspects of the Function Space and ensure they are configured properly.

Wages / Career Ladder

Per our Memo from March 2, 2016 we have elected to select a hotel operator via a selection process in order to consider the different aspects each operator has to offer. During this process we will be able to compare each aspect of their proposals including wages, benefits, total employees and career ladder concepts.

Retail Prospects

There has been no updated status with any retail prospects since our presentation on March 9, 2016. The "Bike Rental / Parking" retail area in Option A and Option B is slated for the City's B-cycle program. The B-cycle program is partnered with TREK / Trek Bicycle Store.

Chicago Ground Lease

In Chicago we redeveloped / owned and sold an office building on a ground lease, redeveloped / owned and sold a retail facility on a ground lease and are currently in the process of financing two ground up hotels each on a ground lease.

In the case of Madison, the general business terms of the ground lease(s) (amounts, escalation, term, etc.) have been provided. As for the legal structure of the agreement, typically the "Landlord" provides a draft ground lease to the "Tenant" to ensure any preferred legal formatting by the Landlord. However, if we are selected we can provide the City with our "boiler plate" draft of a ground lease for this specific project.

Best regards,

- JP

John Paul Beitler III, LEED GA

Vice President

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Attachment K

Follow-up Questions on Vermilion's Judge Doyle Square Proposal

George Austin <gaustin.madison@gmail.com>

Wed, Mar 30, 2016 at 3:50 PM

To: Dave Cocagne <dave@vermiliondevelopment.com>, Kerry Dickson <Kerry.Dickson@vermiliondevelopment.com>

Bcc: "Erdman, Natalie" <nerdman@cityofmadison.com>, mmikolajewski@cityofmadison.com, "Schmiedicke, David" <dschmiedicke@cityofmadison.com>, "Ramakrishna, Kevin" <KRamakrishna@cityofmadison.com>, "McManners, Gregg" <GMcManners@mononaterrace.com>, ddryer@cityofmadison.com, Joe Gromacki <JGromacki@cityofmadison.com>

Good Afternoon:

At the Board of Estimates meeting on Monday, March 21st, the City Negotiating Team asked if there were any additional questions that the Alders wished to pose to the development teams. We have received a few additional questions for your consideration. I would ask that you respond by the **end of the day on Tuesday, April 5th with your responses.**

1. Room Block Agreement Questions

Please provide your feedback in regards to the following elements of the **Room Block Agreement (RBA)**:

Total Rooms Available: Will you commit 80% rooms of your room inventory for multiple days to conventions and groups utilizing Monona Terrace? If not, how many rooms will you commit and for how many days in duration?

Sunset Clause: Would you commit to the room block schedule outlined below. If not, what schedule would you commit to?

- More than 24 months out: Greater Madison Convention and Visitors Bureau (GMCVB) is guaranteed blocks of rooms at a rate agreed to by the event planner and the hotel.
- 18-24 months out: GMCVB pending proposals are first option (given first right of refusal.) Should Hotel business arise, Hotel will give GMCVB ample notification to book the GMCVB pending proposal business. If unable to book, the GMCVB will agree to reduce or release proposed block to accommodate Hotel business. Should there be no GMCVB proposal pending, Hotel agrees to provide monthly an updated calendar showing room availability within the 24-month window.
- 12-18 months out: Ongoing communication between Hotel and GMCVB regarding outstanding pending proposals and reasonable deadline to contract business, reduce block or release block. New business is first come, first serve.

Permitted Rates: Will you commit to a RBA that stipulates a Permitted Rate which would be tied to the Downtown ADR and/or the Hotel P/L proforma rate for that year plus an additional 8%.

Remedy: As it relates to the ability to enforce the RBA, what remedy would you suggest for

enforcement of the RBA if a Permitted Rate clause was not included in the document. (Without this clause, the hotel could simply decline the room block by offering the block at a price point that would be unacceptable by the client, rendering the room block of no value to the city or MT.)

Function Space

- Please provide your feedback in regard to the following elements of the function space planned for your hotel:
- Provide the total amount of function space in your hotel including public spaces (including the green roof) that could be leased to clients for private events.
- Provide a square footage breakout of the function spaces within your hotel by size, configuration, individual room spaces and proximity (or adjacencies) to other function spaces.
- Will you be incorporating ample back of house service space for caterers or food service for event/function space? If so, how much?
- What are the starting hourly wages of a housekeeper at the hotel?

2. What is the range of wages and benefits for employees of the proposed hotel and what percentage of the total employees are in each range? Is there a career ladder available for hotel employees?

3. How could you accommodate more than 358 stalls of public parking during construction. What would be the financial impact on your financial plan?

Thank you for your responses. The Board of Estimates will be meeting on Monday, April 11th at 4:30 pm in Room 260 of the Madison Municipal Building. We expect the Board will consider both proposals and make a recommendation to the Common Council.

George Austin, Judge Doyle Square Project Director
City of Madison



April 5, 2015

George Austin
Project Director
City of Madison Department of Planning & Community & Economic Development
Room LL100, Madison Municipal Building
215 Martin Luther King Jr. Boulevard
Madison, WI 53703-3346

Re: Judge Doyle Square
BOE Follow up questions

Dear George:

Attached please find the Vermilion team responses to the follow up questions from the Board of Estimates.

Let me know if you have any questions or need any further information.

Very truly yours,

A handwritten signature in black ink, appearing to read "K. Dickson", written over a faint, larger version of the same signature.

Kerry Dickson

Room Block Agreement Questions

1. **Total Rooms Available**—Will you commit 80% rooms of your room inventory for multiple days to conventions and groups utilizing Monona Terrace? If not, how many rooms will you commit and for how many days in duration?

- Within the framework outlined below, the maximum block we could provide is 200 rooms daily, which represents 72% of the hotel room inventory as compared to the current agreement at the Hilton Madison of 150 rooms or 63%. This is based upon anticipated block commitments we will be required to supply the brand. However, we will always work with the GMCVB when more rooms can be made available that are not expected to be taken by the brand commitments.

2. **Sunset Clause**—Would you commit to the room block schedule outlined? If not, what schedule would you commit to?

- Our room block commitment would be defined with the schedule below and accompanying details:

Months in advance of a proposed group booking	Number of days a booking offer/bid must be held available	Number of rooms hotel must hold available for booking
12-17	60 days	100
18-23	200 days	175
24-36	400 days	200
37+	500 days	200

- The hotel operator can establish black-out dates for the months covered under the room block commitment. These would be considered high demand and eliminate the room block commitment for each of those dates. Up to 35 days per calendar year could be classified as black-out dates
- Separate from the black-out dates, the hotel operator will be able to adjust the number of commitment rooms available over dates of periodic renovations or special refurbishment projects
- We will establish protocols for the hotel’s timely response to room block commitment requests, as well as requests from the hotel operator to Monona Terrace/CVB to release the commitment for special circumstances beyond the black-out dates addressed above
- The hotel operator would have the right to refuse group bookings upon clearly documented evidence of poor payment history or damaging of property
- The hotel operator will negotiate individually by group the room rates, meeting space commitments and any possible food and beverage minimum requirements

3. **Permitted Rates**—Will you commit to an RBA that stipulates a Permitted Rate which would be tied to the Downtown ADR and/or the Hotel P&L proforma rate for that year plus an additional 8%?

- Pricing is very dynamic based upon arrival day, number of rooms or nights, and other considerations. It is also different for each segment of business, including groups, volume business accounts, Marriott frequent travelers, and leisure guests
 - Specifically for groups we utilize a variety of tools to establish pricing, including:
 - What the market actualized in rate at the same time the prior year, as reported by Smith Travel
 - What business is already on the books, and at what rate for the dates considered
 - What kind of demand from individual travelers do we historically see for the set of dates being considered
 - What is the recent trend in retail rates we are seeing from the market
 - Apply an average annual rate increase for each year into the future
 - Consideration for length of stay, room types and number of rooms requested
 - What a group has paid in that past at other destinations
 - Is the client asking for rebates, commissions or assessments
 - What additional concessions is the client requesting, i.e., comp rooms, upgrades, staff discounted rooms, etc.
 - Consider whether the group is a repeat customer or could establish repeat business for Madison, and what the business means to Monona Terrace and the city as a whole
4. Remedy—As it relates to the ability to enforce the RBA, what remedy would you suggest for enforcement of the RBA if a Permitted Rate clause was not included in the document? (Without this clause, the hotel could simply decline the room block by offering the block at a price point that would be unacceptable by the client, rendering the room block of no value to the city of MT)
- We will consider the market as a whole in establishing acceptable rates, in addition to Monona Terrace need. It is in our mutual best interest to make sure our offered rates remain competitive and still allow hotels and Monona Terrace to book mutually beneficial business whenever possible. In the case of a disagreement on rate we will be willing to share our research, tools used and reasoning with the GMCVB in an open discussion before making a final decision.
5. Function Space in the Hotel—Please provide your feedback in regard to the following elements of the function space planned for your hotel:
- Provide the total amount of function space in your hotel including public spaces (including the green roof) that could be leased to clients for private events.
- Provide a square footage breakout of the function spaces within your hotel by size, configuration, individual room spaces and proximity (or adjacencies) to other function spaces.
- Will you be incorporating ample back of house service space for caterers or food service for event/function space? If so, how much?
- The following function spaces are included within the proposed Marriott Renaissance full-service hotel:

Space	Square Footage	Size	Location and Adjacencies	Notes
Ballroom	11,000	88' x 127'	Second Floor	Divisible into multiple sections
Meeting Rooms	6,500	4 @ 26' x 62'	Third Floor overlooking Pre-function Space	
Pre-function Space	6,000		Adjacent to Ballroom	2 story space open to Meeting Rooms above
Outdoor Terrace	8,960	70' x 134'	Fourth Floor	
Total Function Space available to be leased for private events	32,460			
Hotel Amenity Spaces				
Restaurant	8,000		Doty Street Elevation	Main kitchen is adjacent to restaurant
Amenities	4,000		Fourth Floor adjacent to Outdoor Terrace	
Back of House Support	20,390		Ample space included on Doty, 2nd and 3rd Floors	Catering Kitchen is adjacent to Ballroom

- As noted in the summary, the ballroom, meeting rooms and pre-function spaces are organized around a two-story atrium on the second and third floor allowing all of the spaces to be connected to one another visually.
- The ballroom and meeting rooms are served by both service elevators in the hotel with one of the elevators specifically dedicated to connect the catering kitchen serving the ballroom and meeting rooms to the main kitchen and loading docks at the Doty Street Level.
- Back of house space along the entire back side of the ballroom allows service to access all portions of the ballroom when it is divided into smaller spaces without having to cross public portions of the floor.
- The restaurant is located on the Doty Street Level on the corner of Doty and Pinckney Streets. Not included in the restaurant square footage is the outdoor seating area on Pinckney Street.
- The restaurant is served by the main kitchen of the hotel conveniently located adjacent to the loading docks.
- A more detailed summary of the function spaces and associated back-of-house support spaces is include as an attachment to this response.

Labor Model and Wages

1. What is the starting hourly wage of a housekeeper at the hotel?
 - Based upon current average Housekeeping wages paid at Hilton Madison, as well as estimated annual increases and consideration given for market demand, we estimate hourly Housekeeping wages at the proposed new hotel to range from \$12.57 to \$15.64.
 - This pay range reflects a number of positions including Room Attendant, Porter, Public Areas Attendant, and Floor Supervisor. The actual pay depends upon tenure as well as performance.
2. What is the range of wages and benefits for employees of the proposed hotel and what percentage of the total employees are in each range?
 - Full Time Equivalent (FTE) hourly positions by department and management are estimated based upon staffing at the Hilton as well as at our other comparable properties. We took into consideration the room count, full service restaurant and banquet space of the new hotel. We estimate a total of 125 hourly positions and 26 managers will be needed to operate:

- Guest Services 26 FTE (17% of staff) Avg. earnings per hour \$12.50 to \$21.32
 - *Includes Front Desk Staff, Bellmen, Valet Parkers, Concierge, some of which include tips or service charge in their earnings*
- Housekeeping 29 FTE (19% of staff) Avg. earnings per hour \$12.57 to \$15.64
 - *Includes Room Attendant, Porter, Public Areas Attendant, and Supervisors*
- Food & Beverage 56 FTE (37% of staff) Avg. earnings per hour \$10.71 to \$52.72
 - *Includes Cooks, Servers, Convention Services, Dishwashers, Hosts, some of which include tips or service charge in their earnings*
- Administrative 40 FTE (26% of staff) Avg. earnings per hour \$13.25 to \$55.29
 - *Includes hourly and salaried wages in Accounting, Repairs & Maintenance, Human Resources, Sales, and Management*
- **Total** **151 associates**

3. Is there a career ladder available for hotel employees?

- Longevity of employment and career growth is something Marcus encourages and celebrates. We always look internally first for opportunities to promote our own associates and further their careers before seeking candidates from outside of the Marcus organization. Many of the top executives with Marcus Corporate and in management of our hotel properties started their careers in hourly positions.
- Twenty percent of the associates at the Hilton Monona Terrace have worked there for 10 or more years. In an industry where the average tenure nationally, as measured by the Bureau of Labor Statistics in 2014, was 2.3 years, we are pleased to have so many long-term associates

Public Parking during Construction

1. How could you accommodate more than 358 stalls of public parking during construction? What would be the financial impact on your financial plan?

- We propose 448 below-grade parking stalls on Block 88. These parking spaces will be delivered to the Parking Utility for use prior to the demolition of the Government East Parking Ramp. At this point in our schedule, we would begin construction on Block 105 while we complete the interior construction of the hotel on Block 88. All 448 of these parking spaces will be utilized as public parking until the completion of the hotel on Block 88.
- Construction to complete the hotel on Block 88 takes eight to nine months and occurs at the same time as work to build the parking on Block 105. The demolition of the existing parking ramp and completion of a portion of the parking on Block 105 take approximately 10 months. Therefore, there is only a one to two month period in which the parking utility has access to fewer than 458 parking spaces. Once the hotel and parking on Block 105 are completed, the Parking Utility has the use of 619 parking spaces and our private use (hotel only at this point) has an estimated need for 100 parking spaces. Completion of the apartment and office uses and the remaining 372 parking spaces on Block 105 follows 11 to 12 months later.
- The phasing of our construction can be summarized as follows:

Month of Schedule	Activity/Milestone	Total Number of Parking Spaces	Estimated Demand for Private Uses	Total Public Parking Spaces
		Existing		
		Government East		
1	Block 88--construction of parking and hotel core and shell	Parking Ramp	0	520
11	Block 88--occupancy of parking	458	0	458
12	Block 105--commence construction with demo of Gov't East Ramp	458	0	458
20	Block 88--occupancy of hotel	458	100	358
22	Block 105--occupancy of portion of parking (261 spaces)	719	100	619
33	Block 105--occupancy of apartment and office and remainder of parking (remaining 372 spaces)	1091	469	622

- The above parking space quantities and timing are based upon our below-grade parking scheme, and this concept also applies to our above-grade parking scheme with the Parking Utility having access to no fewer than 458 parking spaces and a very short time frame with the hotel open before the parking on Block 105 becomes available.
- There is no financial impact on our plan to phasing the construction to deliver parking to the Parking Utility in this manner.

JUDGE DOYLE SQUARE

Vermilion Development Team

Option 1 & 2		Hotel Breakdown of Function Space													
floor	Wilson elevation	Ballroom	size	Meeting	size	Prefunction	BOH	Service	Restaurant	Amenities	Other	Total GSF	Outdoor Terrace	size	Rentable SF
Floor 2	Doty elevation	11,000	88' x 127'			6,000	11,600	1,122	8,000		15,200	34,800			-
Floor 3				6,500	4 @ 26' x 62'		7,061	607			6,611	31,794			17,000
Floor 4										4,000	10,841	17,948			6,500
Totals		11,000		6,500		6,000	18,661	1,729	8,000	4,000		24,652	8,960	70' x 134'	8,960
													8,960	32,460	

Notes:

1. exterior loading docks and service bays at ground floor are not in BOH square footage
2. main kitchen is at restaurant level
3. Ballroom will be divisible into multiple sections
3. catering kitchen is at ball room level included in BOH square footage
4. restrooms included in service support space at floors 2 & 3





Attachment L

Beitler Ground Lease

George Austin <gaustin.madison@gmail.com>

Tue, Apr 5, 2016 at 10:00 AM

To: "Rummel, Marsha" <district6@cityofmadison.com>, "Ahrens, David" <district15@cityofmadison.com>

Cc: ddemarb@cityofmadison.com, "Eskrich, Sara" <district13@cityofmadison.com>, "Cheeks, Maurice" <district10@cityofmadison.com>, mverveer@cityofmadison.com, "McKinney, Barbara" <district1@cityofmadison.com>, "Soglin, Paul" <prsoglin@cityofmadison.com>, "Schmiedicke, David" <dschmiedicke@cityofmadison.com>, "Erdman, Natalie" <nerdman@cityofmadison.com>, mmikolajewski@cityofmadison.com, "Ramakrishna, Kevin" <KRamakrishna@cityofmadison.com>, "amonks@cityofmadison.com" <amonks@cityofmadison.com>, Mark Clear <district19@cityofmadison.com>, "Baldeh, Samba" <district17@cityofmadison.com>

Bcc: George Austin <gaustin@wjffoundation.org>

Alders Rummel and Ahrens:

In response to your questions on the proposed ground lease, please see the response from the Negotiating Team below.

Beitler proposes to enter into a 99-year ground lease with the City in lieu of making an upfront payment for the City-owned land. In other words, Beitler is suggesting that the City accept annual lease payments from the net revenues of the hotel and apartments that would exceed the value of the land within a short period of time rather than an immediate, risk-free and much lower upfront payment of much lower value.

Long-term ground leases (e.g., 50 to 99 years) are a common financing approach used in development. Under a ground lease, the landlord retains ownership of the property, which allows the landlord to exert some amount of control over the use of the property. A ground lease substantially reduces the tenant's front-end development costs because it eliminates land acquisition costs. Rent payments made under a ground lease are deductible by the tenant for federal and state income tax purposes. Depending on the length of time in ownership, the tenant will incur higher costs under a ground lease than through a fee-simple acquisition of the land. Based on an initial review of information on ground leases, there is no "standard" form, similar to commercial space leases, which may create a time consuming process. One of the key considerations is the understanding and anticipation of the requirements of lenders, as well as application of any terms upon any future sale of the development.

Under the above ground parking option, Beitler would make an estimated \$575,000 annual payment on a ground lease for Block 105 with a 5% increase in every 5th year after the first year. In addition, Beitler estimates that the City could realize \$620,000 annually in retail lease income on Block 88 as part of build out of ground and second floor retail space in the City-owned parking structure.

Under Beitler's below ground parking option, the City would continue to receive the \$575,000 annually for a ground lease on Block 105 and an additional \$180,000 for a ground lease on Block 88. The City would not own any above ground structures on Block 88 and would therefore not receive any lease payments for retail uses.

Beitler has confirmed that the proposed ground lease would not be subordinate to any other debt, as stated in its

May 1, 2015 RFP submittal. This means that the ground lease payments occur before any other payments are made to lenders. This is a strong position for the City to have and much safer for the City since the ground lease would be superior even to the lender's mortgage on its loan. If selected, negotiations with Beitler would have to confirm this position as well as review the loan terms for the private debt in the financing structure. As mentioned above, executing a ground lease can present challenges, which requires time to address.

The Negotiating Team would note, however, that lenders will often require a first position in the hierarchy of claims on the asset, which is collateral for the loan. As such, the lender will require any other lenders or claims on the real estate to be subordinated to its first interest. The negotiation process will need to confirm that in fact the ground lease will be unsubordinated and be in first position in the hierarchy of claims on the asset. If that does not turn out to be the case, additional guarantees and financial arrangements will need to be put in place to mitigate the City's risk of a subordinated ground lease.

The City could potentially use these lease payments to pay debt service on City-issued debt to finance the project[a1]. Beitler suggested such an approach in its May 1, 2015, RFP submittal. The March 18th memo from the Negotiating Team provides the present value of 10 years of lease payments. Ten years was selected because this is the typical repayment period for City-issued debt (10 year promissory notes). The potential sale of the land was not shown, since the analysis was simply meant to demonstrate the amount of debt that could be supported from the lease payments. The City would continue to realize the benefits of lease payments after any debt was repaid.

If Beitler is selected, the actual financing structure, including the application of proceeds from the ground lease, is yet to be determined. There are a number of options, such as CDA lease-revenue debt and the City-issued general obligation debt approach described above. General obligation debt makes a permanent commitment of property tax levy to the repayment of the debt. Other funding sources, such as TIF incremental revenues or revenues from the ground lease, are used to abate the property taxes. However, in the event that these funding sources are insufficient, the property tax is used to fulfill the debt repayment. That is what makes it general obligation debt and allows it to achieve the lowest cost of debt financing possible.

CDA lease-revenue debt would be more reliant on revenues from the ground lease. Lease revenues are seen as somewhat riskier than the property tax levy, and the associated interest rate on the debt would reflect that higher level of risk. That risk can be mitigated through arrangements that add more security to the debt repayments. One example is to sell the City-owned land to the CDA, with the CDA leasing it back to the City. In that instance, the City would then "guarantee" the revenues from the Beitler ground lease by using City general fund revenues to make up any difference in the event that the revenues from the ground lease fall short of projections. A debt service reserve fund could also be established to further mitigate risk. This fund is usually established at the equivalent of 1 year of debt service on the lease-revenue bonds. Lease-revenue debt is complex and requires time to complete. General obligation debt is less complex and more efficient, since it can be incorporated into the City's other debt offerings. The financing options will be determined when the development agreement is negotiated.

There is risk in any financial transaction. Beitler proposes to provide annual lease payments, which would be expected to exceed the value of the land in a short amount of time, assuming the development performs as expected. Vermilion proposes to purchase the land for much less than its appraised value. The former approach has some risk and more reward. The latter approach has no risk, but much less reward.

[Quoted text hidden]

[Quoted text hidden]



George Austin <gaustin.madison@gmail.com>

Beitler Ground Lease

Rummel, Marsha <district6@cityofmadison.com>

Thu, Mar 24, 2016 at 7:47 PM

To: "Ahrens, David" <district15@cityofmadison.com>, George Austin-Gmail <gaustin.madison@gmail.com>

Thanks for your follow up David. You made my question sound smarter than what I may have actually asked! But I am interested in the answers to your questions and would appreciate a deeper review of assumptions and precedent.

Marsha

From: Ahrens, David

Sent: Thursday, March 24, 2016 4:07 PM

To: George Austin-Gmail

Cc: Rummel, Marsha; Eskrich, Sara; Cheeks, Maurice; Demarb, Denise; Verveer, Michael; Barbara H Mckinney; Baldeh, Samba; Clear, Mark

Subject: Beitler Ground Lease

George:

At the last BoE meeting, Ald Rummel asked under what circumstances the city would be required to "make up the difference (between revenues and debt)with property taxes" for the ground lease in the Beitler proposal (page 4 of 3/18 memo) Her question was not answered. I had the same question and was interested in your response in part because the notion of the direct use of property taxes to satisfy a hotel's lease payment is both alarming and anathema to most elected officials.

The memo sets the basis for "use of property taxes" as one in which the city uses the ground lease payments to sell lease revenue bonds for the purpose of raising General Obligation revenue. A number of assumptions are embedded in the warning that we might have to use property taxes to account for the revenue we "should have" received from Beitler.

First, is the assumption that we should use the lease revenue for the purpose of selling bonds to raise GO funds. Is there a precedent for the practice of using future lease income to borrow money for operating expenses? Isn't this a policy decision that the Council should be engaged in? I would think that the Council should decide if we should use income from a lease to retire debt or use this income as direct revenue rather than borrowing based on income from a lease. (I recall that in JDS II, the lease payments for the parking structure we had proposed to build and lease to JDS Development Inc. would be classified as **income and would not be used sell revenue bonds**. Also, that the lease payments were projected for 27 years, rather than only 10 years in the analysis of the Beitler proposal.

Second, is the presumption that Beitler would **under any circumstances opt not** to make his lease payments and potentially suffer very serious repercussions from his lenders. Wouldn't it set off numerous "red flags", if the city were to notify Beitlers' lenders that they had not made their required payments?

Third, wouldn't the city require a personal or at least a corporate guarantee of payment? From time to time this is required for TIF loans. Although this lease does not comprise the same level of risk as a TIF loan (provided we have not lent the funds we have not yet received), a guarantee would provide a greater level of assurance.

The assumptions that a. we would use the lease income as a means of selling revenue bonds for GO revenue, b. that Beitler would default on their lease payments and c. that the payments would not be guaranteed and that all three factors would come into play and result in the requirement that we use property taxes "to fill the hole" left by Beitler may seem to be an attempt to looking for a problem where none actually may exist.

I look forward to your response to these questions and concerns.

Best regards,

David

David Ahrens
Alder, 15th District
contact me:

district15@cityofmadison.com

608-334-1156

Sign-Up for my monthly blog post at <http://www.cityofmadison.com/council/district15>

**Attachment M**

Judge Doyle Square RESJT

Erdman, Natalie <NErdman@cityofmadison.com>

Wed, Apr 6, 2016 at 8:55 AM

To: "McKinney, Barbara" <district1@cityofmadison.com>

Cc: "Mikolajewski, Matthew" <MMikolajewski@cityofmadison.com>, "Schmiedicke, David" <DSchmiedicke@cityofmadison.com>, "Ramakrishna, Kevin" <KRamakrishna@cityofmadison.com>, "McManners, Gregg" <GMcManners@cityofmadison.com>, "Monks, Anne" <AMonks@cityofmadison.com>, George Austin-Gmail <gaustin.madison@gmail.com>, "Pettaway, Toriana" <TPettaway@cityofmadison.com>

Dear Alder McKinney,

A RESJI team was assembled to assess the two, current, Judge Doyle Square proposals. The group included Toriana Pettaway, Erin Stenson, Jason Glozier, Katherine Hurtgen, Collier McNair, Norman Davis, and Gloria Reyes. Kevin Ramakrishna and I were available at the first two meetings to answer questions about the Judge Doyle Square transaction.

The group used the Comprehensive RESJI tool to guide their discussion.

The group met as follows:

March 23, 2016 from 8:30 am until 12:00, and

March 31, 2016 from 8:30 am until 12:00

In addition, on April 2, 2016, members of the City's Core RESJI Team including Jordan Bingham, Kara Kratowicz, Amy Robb, and Tariq Saqqaf met with the Judge Doyle Square RESJI team to review the work done at prior meetings and discuss the report that will be submitted to BOE.

A final meeting is planned for April 6 from 10:00 am until 1:00 pm.

They are working diligently to provide a report that will be posted in legistar on or before Friday April 8th. Toriana Pettaway will be at the April 11 BOE Meeting to summarize the group's process, insights and recommendations. I believe others from the group will be at the BOE meeting as well.

Best Regards,

Natalie Erdman

From: George Austin-Gmail
Sent: Monday, March 28, 2016 11:10 AM
To: McKinney, Barbara
Cc: Erdman, Natalie; Mikolajewski, Matthew; Schmiedicke, David; Ramakrishna, Kevin; McManners, Gregg; Monks, Anne
Subject: Re: RESJT

Thank you Alder McKinney for your e-mail. I am sharing it with the Negotiating Team via a copy of this e-mail response.

The Negotiating Team is meeting on Wednesday and we will respond with additional information to you later this week.

George

On Mon, Mar 28, 2016 at 10:43 AM, McKinney, Barbara <district1@cityofmadison.com> wrote:

Instructions

Use this tool as early as possible in the developmentis the comprehensive or gas tack version being used?

Best Practices

Conducted with a variety of perspectives and stakeholders.

Used to raise the voice of traditionally marginalized communities.
Raise awareness of racial and social justice issues.

A systematic examination of likely impacts.

When does this group meet? How often has the group met? Projected planned meetings? How/who will present these findings to the BOE. Findings presented in written format prior to BOE meeting where it is to be presented.

Thank you.

Sign-up to receive District 1 information updates and important District 1 and City notices at:
www.cityofmadison.com/council/district1/blog

Barbara H. McKinney



Attachment N

Fwd: Targeted Business Participation and Workforce Utilization for the Judge Doyle Square Project

George Austin <gaustin.madison@gmail.com>
To: "Ahrens, David" <district15@cityofmadison.com>

Tue, Apr 5, 2016 at 2:34 PM

Alder Ahrens:

At the March 21st meeting of the Board of Estimates, you asked about the targeted business participation and workforce utilization during the construction phase of the Judge Doyle Square project.

The Negotiating Team, with the assistance of the City's Department of Civil Rights, will seek to achieve similar goals as were established in the Amended and Restated Development Agreement which was approved by the Council on September 29, 2015 for the Exact Sciences/JDS Development project. Those provisions included:

- Targeted Business Participation. Prior to commencement of construction of the major components of the project, the developer shall enter into an agreement with the City governing the participation of local business, minority business enterprises (MBE), women business enterprises (WBE) and disadvantaged business enterprises (DBE) with the goal of having not less than ten percent (10%) of all construction contracts, as measured by overall contract value, awarded to targeted businesses. The goal would be to have that agreement in similar form to Exhibit F (attached) which was an exhibit in the Amended and Restated Development Agreement approved on September 29, 2015 for the previous project.
- Exhibit F contained construction workforce diversity goals of six percent (6%) utilization for racial ethnic employee hours and four percent (4%) utilization for female employee hours for the overall work on the project. In addition, a goal of five percent (5%) of all employee hours would be obtained through employees which had been trained in any of the following programs funded by the City of Madison: Construction Trades, Inc, Latino Workforce Academy, Construct-U, Workforce Development Board Foundations of Trades, WRTP-Big Step, Operation Fresh Start, and Urban League of Greater Madison. All construction contractors of the project will be required to submit a monthly Workforce Diversity Affidavit that tracks the demographics and hours of employees and new hires.
- Additionally, the Negotiating Team will seek a clause that prior to commencement of construction, the developer would enter into a project labor agreement with organized labor concerning construction of the project.
- The Negotiating Team will also seek language regarding a labor peace agreement similar to the language found in Section 5.3(j) of the Amended and Restated Development Agreement approved on September 29, 2015 for the previous project.


 image2016-04-05-142825.pdf
1864K

EXHIBIT F

TARGETED BUSINESS PARTICIPATION PLAN

PROJECT MANUAL

Judge Doyle Square

SECTION 00 7336 TARGETED BUSINESS & WORKFORCE DIVERSITY PROGRAM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Attention is directed to Bidding Requirements and Contracting Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section 00 7336.
- B. The Contractor is responsible to administer the Targeted Business & Workforce Diversity Program for the Project, which is hereby made a part of this Section 00 7336.

1.2 SUMMARY REQUIREMENTS

- A. Companies awarded contracts for the Judge Doyle Square Project shall demonstrate good faith efforts to use minority (MBE), disadvantaged (DBE), women-owned (WBE), small (SBE), and Section Three (S3BE) business enterprises and, hereafter referred to as, "Targeted Businesses" and to meet workforce diversity goals established for the Project by the Owner. The criteria for inclusion as a Targeted Business will be included in the Targeted Business & Workforce Diversity Manual.

Failure to comply could result in the contract being awarded to another contractor demonstrating good faith efforts to utilize targeted businesses and a diverse workforce.

- B. The Contractor shall use its best efforts to engage local contractors whose primary offices are located in Wisconsin, with an emphasis on City of Madison employers.

1.3 TARGETED BUSINESS & WORKFORCE DIVERSITY GOALS

- A. The following goals have been established for the Judge Doyle Square Project:
- B. Contract dollar goals:
 - 1. It is the goal of all construction contractors involved in the Judge Doyle Square Project to achieve at least percent (10.00%) of the aggregate dollar value of the contract(s) being awarded to Targeted Businesses. All bidders must submit a Targeted Business Affidavit of Contracting Plan with their bid. All construction contractors of the Project will be required to submit a monthly Targeted Business Program Affidavit of Payment.

- C. Workforce diversity goals:

1. It is the goal of all construction contractors involved in the Judge Doyle Square Project to achieve at least six percent (6%) utilization for racial/ethnic employee hours and four percent (4%) utilization for female employee hours for the overall work on this project. In addition, a goal of five percent (5%) of all employee hours will be obtained through employees which have been trained in any of the following programs funded by the City of Madison: Construction Trades, Inc., Latino Workforce Academy, Construct-U, Workforce Development Board Foundations for the Trades, WRTP-Big Step, Operation Fresh Start, and the Urban League of Greater Madison. All construction contractors of the Project will be required to submit a monthly Workforce Diversity Affidavit that tracks the demographics and hours worked of employees and new hires.
- D. What constitutes a good faith effort?
1. A Contractor and/or Bidder can show that they have made a good faith effort to use Targeted Businesses, and to hire minorities, disadvantaged, women or underemployed by:
 - a. Contacting the local Trade Unions, requesting assistance in locating Targeted Businesses, minority, disadvantaged, female and underemployed individuals.
 - b. If a company contacts the local Trade Unions, requests assistance, provides descriptions of the types of subcontractor or supplier needed, and follows through with the local Trade Unions' suggestions, the company shall be determined to have made a good faith effort.
- OR
2. If a company chooses not to use the services of the local Trade Unions, that company shall:
 - a. Make all reasonable efforts to contact Targeted Businesses, solicit bids from them, evaluate those bids, and document the efforts made to use those Targeted Businesses. (See Section 1.06 Documentation of "Good Faith Efforts")

For the purposes of this Project, in order to be counted as Targeted Business, a company must meet the eligibility standards of the City of Madison and be certified by a recognized certifying agency. These include but may not be limited to:

Approved Certifying Agency - an organization whose certifies a business as a disadvantaged, minority, small, section three, or women business enterprise.

The approved certifying agencies are:

- City of Madison - Disadvantaged, Minority, Small, Section 3 and

Women Business Enterprise

- National Minority Supplier Development Council ("NMSDC") or a regional council - Minority Business Enterprise
- North Central Minority Supplier Development Council ("NCMSDC") - Minority Business Enterprise
- Women Business Enterprise National Council ("WBENC") - Women Business Enterprise
- Wisconsin Department of Administration ("WDOA") - Minority and Women Business Enterprise
- Wisconsin Unified Certification Program ("WI UCP") - Disadvantaged Business Enterprise. Also identifies the business as minority or woman owned

Inclusion - The active, intentional, and ongoing engagement which seeks, accepts, and welcomes diverse suppliers and workers.

Disadvantaged Business Enterprises ("DBE") - A business that has been certified by an approved agency and that is at least 51% owned, operated and controlled by a disadvantaged individual or group. In the case of publicly owned businesses, at least 51% of the stock is owned, controlled, and managed by one or more such individuals.

Minority Business Enterprises ("MBE") - A business that has been certified by an approved agency and that is at least 51% owned, operated and controlled by a minority individual or minority group. In the case of publicly owned businesses, at least 51% of the stock is owned, controlled, and managed by one or more such individuals.

Small Business Enterprises ("SBE") – A business that has been certified by an approved agency and that is independently owned and controlled with annual gross receipts of \$4 million or less when averaged over the past three years, and a personal net worth maximum of \$1.32 million dollars.

Section Three Enterprise ("S3BE") – A business that has been certified by an approved agency and that is at least 51% owned, operated and controlled by a Section 3 resident, at least 30% of the permanent, full-time employees are Section 3 residents or were within 3 years of the date of employment, or provides evidence of a commitment to subcontract in excess of 25% of all subcontracts to Section 3 Business Concerns.

Women Business Enterprises ("WBE") - A business that has been certified by an approved agency and that is at least 51% owned and controlled by a woman or women. In the case of publically owned business, at least 51% of its stock is owned by one or more women, and whose management and daily business operations are controlled by one or more women.

NCMSDC - North Central Minority Supplier Development Council is a regional council of NMSDC and certifies businesses in Iowa, Minnesota, North Dakota, South Dakota and Wisconsin as minority business

enterprise.

NMSDC - National Minority Supplier Development Council advances business opportunities for certified Asian, Black, Hispanic and Native American business enterprises and connects them to corporate members. NMSDC's rigorous certification process is considered the gold standard for certifying minority-owned businesses by corporate America.

WBENC - Women's Business Enterprise National Council is dedicated to advancing the success of Corporate Members, certified women business enterprises and government entities in partnership with its 14 Regional Partner Organizations. WBENC is the largest third-party certifier of businesses owned, controlled and operated by women in the United States

WI UCP - Wisconsin Unified Certification Program (UCP) is a cooperative of 24 different Wisconsin cities, counties, and airport authorities that benefit from USDOT funding. These state and local agencies certify minority and women owned enterprises as disadvantaged business enterprises.

1.4 PROGRAM OVERSIGHT

The Owner will assign a Targeted Business Coordinator to assist the Contractor in understanding the requirements for the inclusion of Targeted Businesses in the construction of Judge Doyle Square. The Targeted Business Coordinator will serve as a monitor on behalf of the Owner to evaluate and measure the Contractor's compliance with the Targeted Business & Workforce Diversity Program.

The Targeted Business Coordinator will perform the following duties in relation to the Targeted Business & Workforce Diversity Program:

- Provide internal and external communication of the goals and scope of the Targeted Business & Workforce Diversity Program.
- Assist the Contractor in the development and implementation of outreach programs.
- Work with the Contractor's management and technical staff to ensure inclusion of qualified Targeted Businesses on bid invitation lists.
- Attend scope review and pre-award meetings to ensure understanding of Project requirements by all Subcontract and Sub-subcontractor bidders.
- Consult with the City of Madison Department of Civil Rights prior to subcontract awards which do not meet or exceed the Targeted Business goals for the public project to ensure progress toward Targeted Business goals.
- Monitor Contract Revisions and Change Orders to ensure that the Targeted Business &

Workforce Diversity Program requirements are maintained.

- Participate in job-site meetings to discuss strategies for greater levels of targeted business participation.
- Convene review meetings with the Contractor, Subcontractors, Sub-subcontractors and suppliers to assure achievement of agreed-upon goals.
- Monitor payment procedures to ensure that payment is withheld from firms that are delinquent in the submission of required reports or documentation.

1.5 CONTRACTOR'S (AND BIDDER'S) RESPONSIBILITIES

- A. The Contractor and/or Bidder shall contact the Project Manager to coordinate and seek assistance in satisfying the Owner's requirements for demonstrating good faith efforts, and in developing a plan to reach those goals.

The Contractor and/or Bidder shall take the following steps to the fullest extent possible to accomplish the stated goals:

1. Identify the trades, services and suppliers needed for the Project.
2. Identify Targeted Businesses that have the resources to participate in the Project.
3. Contact Targeted Businesses to solicit bids for work on the Project.
4. Refer currently uncertified companies for participation in the Project.
5. Track participation of targeted and City of Madison businesses, as well as workforce demographics and hours.
6. Prepare reports required by the Owner.

- B. The Project Manager will further assist the Contractor and/or Bidder by performing the following activities:

1. Further identifying, contacting, and assisting in referring targeted businesses that can provide trades, services and supplies associated with changes in the Project or its staffing.
2. Find those that can assist contractors in hiring minority and women workers.

1.6 DOCUMENTATION OF "GOOD FAITH EFFORTS"

Documentation of "Good Faith Efforts" shall contain all of the following:

- A. A list of all subcontractors, suppliers and other firms to be used on the Project, including name of company, contact person, telephone and fax numbers, and email address.

- B. Documentation that non-targeted subcontractors were notified of the Judge Doyle Project's Targeted Business requirements early enough so that they could contact Target Businesses in a timely fashion and prepare and submit their individual *Targeted Business Affidavit of Contracting Plan*¹.
- C. Documentation that, upon request by any targeted businesses, the firm has either provided targeted businesses with plans, specifications and other information relevant to the Project or provided a list of individuals and firms in possession of plans, specifications and other information relevant to the Project that they might access for such information.
- D. Documentation that the Contractor or Subcontractor has either reached out to targeted workers when hiring new people for any project at Judge Doyle Square, or has signed and submitted the *Judge Doyle Square Contractor Work Force Declaration* form declaring that you will be hiring no new workers to complete work in Judge Doyle Square. Outreach documentation must clearly state what steps have been taken to hire minority and women workers.

1.7 REMEDIES

- A. The Owner may withhold payment to the Contractor and/or any Subcontractor or Sub-subcontractor that is not in compliance with the reporting and demonstration of a good faith effort, as described in the Summary Requirements above, of this Targeted Business and Workforce Diversity Program. Payment may be withheld until that firm demonstrates that it is in compliance with the requirements of the Targeted Business & Workforce Diversity Program and/or that it has satisfied the requirement to demonstrate a good faith effort toward the goals to the satisfaction of the Owner.
- B. The Owner may impose monetary sanctions on the Contractor and any Subcontractor or Sub-subcontractor that is not in compliance with this Targeted Business & Workforce Diversity Program and has failed to meet the criteria for measuring good faith effort as described in Summary Requirements above to the satisfaction of the Owner. Such monetary sanctions shall be established by the Owner after evaluation of the scope of the contract and good faith effort toward the inclusion of Targeted Businesses in the work and commensurate with the anticipated costs of achieving such participation to mitigate the impact of not meeting the goals of this Targeted Business & Workforce Diversity Program for that specific phase of the Project.

END OF SECTION 00 7336

¹ Targeted Business Affidavit of Contracting Plan shows how a company will meet Targeted Business and workforce diversity goals. Form is attached.

**Attachment 0**

What about no parking with JDS?

George Austin <gaustin.madison@gmail.com>

Tue, Apr 5, 2016 at 10:41 AM

To: "Cheeks, Maurice" <district10@cityofmadison.com>

Cc: "Kamp, Charles" <CKamp@cityofmadison.com>, "Erdman, Natalie" <nerdman@cityofmadison.com>, mmikolajewski@cityofmadison.com, "Schmiedicke, David" <dschmiedicke@cityofmadison.com>, kramakhrisna@cityofmadison.com, "gmcmmanners@cityofmadison.com" <gmcmmanners@cityofmadison.com>, ddryer@cityofmadison.com, Joseph Gromacki <JGromacki@cityofmadison.com>, "amonks@cityofmadison.com" <amonks@cityofmadison.com>

Alder Cheeks:

David Dryer, Chuck Kamp and the Judge Doyle Square Negotiating Team offer the following response to your question.

You have requested via the JDS Negotiating Team that Staff consider the potential of demolishing and not rebuilding the GE ramp; but rather the City consider providing Metro transit passes for customers. In consideration of this concept it is helpful to review some of the GE data.

The GE ramp today provides 516 parking spaces. It is the Parking Utility's most well used facility with occupancy levels reaching 80% from 10 am to 2 pm weekdays. This is routinely approaching what is considered "full" for several of hours of the typical weekday. Annual gross revenue from GE customers exceed \$1.9 million per year, 86% of this revenue is from customers who are transient or hourly parkers. In 2015, 71 % of all GE parkers parked for a duration of less than 4 hours. Of the Utilities structures GE serves the highest percentage of transient customers. In essence GE is not being used by the typical office worker who parks throughout the work day rather it is providing short-term parking for visitors to access City, County, and State services and who likely would not use a public transportation option.

Given GE's usage eliminating it would be very difficult to sustain as short term customers, for example residents paying taxes in the CCB, or having lunch or dinner at one of the several nearby restaurant would be unable to find a location to park. Other issues that would need to be considered include:

- 1) TIF cannot be used to fund transit passes
- 2) There is no realistic way to provide transit passes to transient public parkers--how would people self identify as GE users and then secure a transit pass? How would pass usage and cost be monitored and controlled?

Other important considerations include Madison Metro. While Metro provides excellent transit service to downtown, at this time they do not have the system capacity to provide service for diverted GE customers; and finally GE provides important relief parking for Monona Terrace. When MT has large events there is a need for overflow parking that GE provides. Other customer impacts include the many evening and weekend visitors to this area of the downtown who stay late into the evening or early morning hours when there is either no or very limited Metro service. This includes members of the public who wish to attend Common Council Meetings.

On Thu, Mar 24, 2016 at 10:36 PM, George Austin <gaustin.madison@gmail.com> wrote:

I will share with the Negotiating Team and the Team will review when we meet next week Wednesday, including any input from Chuck.

Thanks.

George

On Mar 24, 2016 11:20 PM, "Cheeks, Maurice" <district10@cityofmadison.com> wrote:
Mr. Austin,

The Beitler proposal suggests the city figure out how to pay for city owned parking. What if we did that plan & just DIDN'T do the parking component?

Maybe instead of a garage, we invest a similar (or much smaller) amount in creative public transit solutions for meeting the needs of downtown users?

True Story: Buying Transit Passes Is Cheaper Than Building Garages | Streetsblog.net
<http://www.streetsblog.net/2016/03/24/true-story-buying-transit-passes-is-cheaper-than-building-garages/>

I'd like to introduce this into the planning process for consideration. How can you estimate costs, or construction savings, for such a plan? And of course appreciating the value of saving that other lot for some other use.

I've CCed Chuck Kamp here incase he can be useful.

Thank you.

Alder Maurice Cheeks
District 10
President Pro Tem
Madison Common Council
608.620.1994

"We are too young to realize that certain things are impossible... So we will do them anyway!" - William Wilberforce

**Attachment P**

Meeting with Ricky Hunt

George Austin <gaustin.madison@gmail.com>

Mon, Mar 28, 2016 at 12:59 PM

To: "Ahrens, David" <district15@cityofmadison.com>

Cc: "Baldeh, Samba" <district17@cityofmadison.com>

Bcc: "May, Michael" <MMay@cityofmadison.com>, "amonks@cityofmadison.com" <amonks@cityofmadison.com>

Good Afternoon Alder Ahrens:

Thank you for the e-mail. I will contact Mr. Hunt.

George Austin

On Fri, Mar 25, 2016 at 3:25 PM, Ahrens, David <district15@cityofmadison.com> wrote:

George:

As you know, the issue of the involvement of minority contractors and the employment of minority construction workers is a critical issue in the discussion of the JDS and will increase in importance if the city decides to move forward with this project.

I recently met with Ricky Hunt of Hunt and Collins. He said that he met with you, perhaps on more than one occasion and discussed his concerns. As this process moves forward he would appreciate it if you take the time to meet with him again. He is concerned, I think quite realistically, that the contracting of the project would move forward without his full knowledge of how the process unfolds. I don't think he is attempting to get assurance of a contract or making an award to a major based on his acceptance as a sub or anything else of this kind.

I hope you will take time to meet with him and underline our commitment to an open and fair process that would substantially improve upon the poor record of the city as a whole in providing equal employment and contracting opportunities for all.

Ricky can be reached at:

<rhunt@huntandcollinsinc.com>

Thank you for your consideration of this request.

Best regards,
David

Ricky Hunt <rhunt@huntandcollinsinc.com>



Attachment Q

JDS: more questions

George Austin <gaustin.madison@gmail.com>

Tue, Apr 5, 2016 at 10:29 AM

To: "Rummel, Marsha" <district6@cityofmadison.com>

Cc: "Erdman, Natalie" <nerdman@cityofmadison.com>, mmikolajewski@cityofmadison.com, "Schmiedicke, David" <dschmiedicke@cityofmadison.com>, kramakhrisna@cityofmadison.com, Joe Gromacki <JGromacki@cityofmadison.com>, "McManners, Gregg" <GMcManners@mononaterrace.com>, "amonks@cityofmadison.com" <amonks@cityofmadison.com>

Alder Rummel:

Please see the Judge Doyle Square Negotiating Team's responses to your questions below. Thanks.

George

Question:

Maybe someone already asked for this but can the team breakout the sources and uses of funds for the parking for the private uses for both proposals? I'm not clear from the recent memo what TIF pays for, if anything, in addition to public parking. If we do pay for private parking, it raises the question about TIF I asked about earlier.

RESPONSE:

TIF pays for the following components of the developer's proposals:

Beitler Original Proposal: The replacement public parking facility on Block 88 (above grade) including the first and second floor commercial spaces.

Beitler Option B: The replacement public parking facility on Block 88 (below grade).

Vermilion Original Proposal: All of the parking on Blocks 88 and 105, both public and private.

Vermilion Option B: All of the parking on Blocks 88 and 105, both public and private.

Question:

Kevin and Joe have responded to my question about TIF policy regarding TIF for "luxury" apartments and clarified that our TIF policy doesn't allow using it for luxury rentals, but my underlying question still remains. Is there a direct or indirect benefit for the residential uses from our deployment of TIF for parking. If so, how do we determine the line between "luxury" and "market rate" rates. Do we have standards that we can apply, ie a person who makes xxx% over poverty rate who pays 35% of income for shelter. Or what the highest wage worker can afford at 30-50% of their income? Or is it defined only by unit amenities?

RESPONSE:

The TIF Policy reads:

"Luxury housing is ineligible for TIF assistance. Luxury housing" is defined as housing with rents or purchase price above the current market at the time an application for TIF funding is submitted. Market rate housing projects will be evaluated on a case-by-case basis and may be considered for assistance to the degree that they demonstrate a financial gap and promote the City's TIF goals articulated above."

As stated, TIF Policy defines "luxury" as any apartment with above market rents. What constitutes "market" is nebulous as pricing tends to fall into a range. At the time the Policy was adopted, the TIF Policy Committee struggled with a definition, but focused on high-rent, high-quality design, and high-amenity projects.

To this point, the City has not provided TIF to luxury apartments primarily due to following the "but-for" analysis provided for in policy. Where a development is asking for the high end of market rent, the revenue stream generated from those apartments is sufficient to pay for private debt associated with the use. In a recent example, for the Anchor Bank project, the City provided a loan for an underground ramp, but the City did not provide TIF assistance to the parking spaces supporting the apartment component because it did not demonstrate gap. The TIF assistance was based on the other parking uses.

At this time, we do not know what the rents will be for the apartments. However, if there is a concern that the apartments are "luxury" then it is possible that the City will have to lower its subsidy to the project by removing the parking associated with that use, or the City will have to provide a policy exception. However, it is likely that, given adequate time to analyze the project financing, the City's underwriting will show whether the apartment parking element can be financed without TIF.

Note that Beitler is not asking for direct TIF into its apartments or parking, and, as a result, there is no policy issue. This issue is, therefore, limited to the Vermillion proposal.

Question:

I am curious about to what degree, through the various iterations, have proposals for the hotel varied in room count, room block and duration, ballroom/meeting spaces, full service v select, restaurant options, parking needs etc. Could you do a comparison of the various proposals so we can understand how the hotel proposers see our market? My bottom line question: were there any that the team, or Gregg in particular, thought best met our criteria and/or were the most reasonable considering all tradeoffs?

RESPONSE

In regards to your question about the hotel choices, by concentrating on the two current development proposals, we will be able to answer all of your hotel questions. We have two distinctly different hotels just like we have two distinctly different proposals. As background to your questions, we must keep in mind of the Council's direction to date. Initially various hotel consultants recommended a 400 room full service hotel with a 250 room block to serve Monona Terrace. However the Council approved a RFP that called for a hotel of a size to provide a room block of 250 rooms. Based on the initial cost assessment, it was clear the Council did not have the appetite to subsidize a 400 room full service hotel. In fact, the Council voted not to offer any subsidy towards the development of a hotel. Accordingly, the last iteration reduced the vision of the hotel even further by requiring a hotel of a size of not less than 250 rooms based mainly on the realization that a hotel of a size larger than 250

would probably require some public support.

Thus, the City has two proposals that are being considered. The first hotel, in the Beitler proposal, is an EVEN hotel owned by Intercontinental Hotels (ICH), the largest hotel company in the world. This is an emerging Select Serve brand which is just beginning to be rolled out by ICH. This hotel is only open in a few markets, while several are under construction including one in Chicago. It is worth noting that the definition of Select Serve. This is a hotel that does not provide the level of service that a Full Service Hotel would provide including the variety of restaurants and networking spaces. While it does provide workout facilities, it typically provides a minimum of function space, normally less than 5,000 sq. ft. Food and beverage options are typically minimal.

The second hotel, the Marriott Renaissance, proposed by Vermillion is a full service hotel. Marriott categorizes this hotel as a Marriott full-service hotel, specifically one under their signature Lifestyle brand – Renaissance Hotels. It provides a variety of options for food and beverage, indoor pool and workout facilities. As part of the programming components within the hotel, it also has about 20,000 square feet of function space including an 11,000 square foot ballroom. The rest would be break-out rooms. The exact amount of function spaces, the sizes of them, etc. have been requested from Vermillion including their "green" roof.

Beitler on the other hand has communicated that they want to create a hybrid EVEN hotel and they believe ICH will work with them on it. Their vision of the EVEN would be to add up to 20,000 square feet of function space including a junior ballroom and an expanded kitchen to service their function area and an expanded public restaurant. If they were able to do this the distinctions between the two hotels would be significantly diminished.

What will remain as far as the differentiation between the two hotels are: the amount of rooms, the brand name and location. In this case, the Marriott Renaissance has 27 more rooms (279), a well known brand name and easier access to Monona Terrace as it is located on Block 88.

Question

Also I had a chance to talk to Ald Ahrens since you responded to his email. He reminded me that Beitler mentioned at the interview that they have used the lease payment model in Chicago. Did they provide any details to the team? If not can we ask for references we can call and get an understanding of how it has worked for those projects?

RESPONSE

We have asked for further information from Beitler on the ground lease reference from the March 9 interview and received the following response on March 31st;

"In Chicago we redeveloped / owned and sold an office building on a ground lease, redeveloped / owned and sold a retail facility on a ground lease and are currently in the process of financing two ground up hotels each on a ground lease".

"In the case of Madison, the general business terms of the ground lease(s) (amounts, escalation, term, etc.) have been provided. As for the legal structure of the agreement, typically the "Landlord" provides a draft ground lease to the "Tenant" to ensure any preferred legal formatting by the Landlord. However, if we are selected we can provide the City with our "boiler plate" draft of a ground lease for this specific project."

On Sun, Mar 27, 2016 at 7:23 PM, Rummel, Marsha <district6@cityofmadison.com> wrote:

Hi George-

Maybe someone already asked for this but can the team breakout the sources and uses of funds for the parking for the private uses for both proposals? I'm not clear from the recent memo what TIF pays for, if anything, in addition to public parking. If we do pay for private parking, it raises the question about TIF I asked about earlier.

Kevin and Joe have responded to my question about TIF policy regarding TIF for "luxury" apartments and clarified that our TIF policy doesn't allow using it for luxury rentals, but my underlying question still remains. Is there a direct or indirect benefit for the residential uses from our deployment of TIF for parking. If so, how do we determine the line between "luxury" and "market rate" rates. Do we have standards that we can apply, ie a person who makes xxx% over poverty rate who pays 35% of income for shelter. Or what the highest wage worker can afford at 30-50% of their income? Or is it defined only by unit amenities?

I am curious about to what degree, through the various iterations, have proposals for the hotel varied in room count, room block and duration, ballroom/meeting spaces, full service v select, restaurant options, parking needs etc. Could you do a comparison of the various proposals so we can understand how the hotel proposers see our market? My bottom line question: were there any that the team, or Gregg in particular, thought best met our criteria and/or were the most reasonable considering all the tradeoffs?

Also I had a chance to talk to Ald Ahrens since you responded to his email. He reminded me that Beitler mentioned at the interview that they have used the lease payment model in Chicago. Did they provide any details to the team? If not can we ask for references we can call and get an understanding of how it has worked for those projects?

Thanks-

Marsha

Memorandum

To: George Austin
CC:
From: Beitler Real Estate Services LLC
Date: 3/29/2016
Re: Judge Doyle Square – March 18, 2016 Memo Clarifications

Dear Mr. Austin,

After further review of the Memo dated March 18, 2016 to the Board of Estimates from the Judge Doyle Square Negotiating Team (“Memo”), we have identified several areas that are incomplete or inaccurate and require clarification.

Below are points of clarification we are requesting be submitted to the Board of Estimates to assist their decision process taking place on April 11, 2016.

TAX INCREMENT FINANCING

TIF Requirement

The Memo states multiple times that Beitler “requires TIF support” – this is inaccurate.

Per the original RFP dated May 1, 2015 Section Three 10a states, *“The City of Madison will be responsible for financing the cost of the parking...”*

The RFP does not reveal *how* the City will finance the cost of the parking until page 3 of the Memo which outlines four City financing sources:

- 1) Parking Utility
- 2) City Fleet Parking
- 3) Bike Center and
- 4) TIF *

* The City’s election to use TIF to finance the public parking is not the same as Beitler “requiring” TIF to finance the public parking.

A clear distinction needs to be made to the Board of Estimates that the City’s election to use TIF funds for public parking does not translate into Beitler’s proposal “requiring” TIF support.

Furthermore, if Beitler's project actually required TIF support, this would trigger two RFP requirements (per the November 18, 2015 Letter of Direction):

- 1) Appropriate financial guarantees from the development team for all city investment and
- 2) A TIF application process by the development team (adding time and cost to the project)

Neither of these is triggered because Beitler does not require TIF support.

To make a clear distinction, Beitler is paying to construct the private parking of its project while Vermillion is using City TIF money to pay for construction of its private parking which would trigger the above two requirements.

GROUND LEASE

Risk & Feasibility

The Memo states on page 4 that:

"One point to consider regarding the ground lease is that it may result in the City taking on the risk of debt repayment rather than the developer."

The above statement is inaccurate. The summary portion of our proposal dated May 1, 2015 makes it clear that, *"The Block 105 ground lease shall not be subordinate to any senior debt."*

We affirm that the ground lease on Block 105 (and Block 88 in the case of Option B) would not be subordinate to any senior debt thereby ensuring that the City receives its rent payments.

"Revenues from the ground lease are dependent on the ability to charge a certain level of apartment rents and hotel room rates and achieve a certain occupancy rate. The developer could attempt to work with lender to provide additional debt with the revenue stream. Lenders may have expressed to the developer that the risk is too great and that more equity would be needed, reducing the overall return on the developer's investment. Instead, Beitler is proposing that the City take on the risk that the revenue from the residential and hotel properties would be sufficient to fulfill the ground lease between the developer and the City. If the City proceeded with a GO borrowing based on revenues from the ground lease, and those revenues fell short, property taxes would have to make up the difference."

The statement that Beitler is proposing that the City take on the "risk" of ground lease shortfalls is inaccurate.

In the event the project fails to achieve a certain level of apartment rents and hotel room rates and achieve a certain occupancy rate, the City is in a less risky condition with a ground lease than an outright sale of the land.

In a ground lease condition the ground lease would not be subordinate to any senior debt. The lender would fulfill any ground lease shortfalls or face being in default with the City and potentially lose possession of its assets (to the City).

In the event the project is not on a ground lease and the project failed to meet debt service, the lender would take possession of the assets (with no City control) and dictate the future of the assets.

This statement is also inaccurate because it assumes the City is required to borrow against the ground lease revenue, which it is not. If the City would like to borrow against the ground lease revenue but

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considers the revenue too "risky" to borrow against, then the City can sell the ground lease for one large payout.

Ground Lease Income

The Memo states on page 4 that the "Net Land Sale Proceeds" are \$5M for Option A and \$7M for Option B. This assumes 10 years of ground lease income using a 3% discount rate.

The "Net Land Sale Proceeds" is inaccurate because it only provides income for 10 years of ground lease payments and fails to include any proceeds from a sale of the ground lease in year 10.

In order to be accurate, a sale in year 10 must also be included (which we projected to be \$7.5M for Option A and \$10M for Option B).

Outright Land Sale **

** In the event the City would like to proceed forward without a ground lease, we would agree to modify our proposal to replace our ground lease with an outright land purchase of \$1M for Block 105 (Option A) or \$1M for Block 105 and \$1M for Block 88 (Option B).

PARKING ELEMENT

Page 5 of the Memo states, "As an additional note, the cost per stall cannot be easily compared to Vermillion proposal without further analysis. In addition, without separating the development costs for parking vs. retail, the actual cost per stall is overstated."

Attached is a current estimated hard cost budget from our construction consultant for both Option A and Option B public parking on Block 88.

The Option A hard costs are approximately \$33,500 per stall or \$38,400 per stall for upgrades including heated parking and insulated glass.

The Option B hard costs are approximately \$49,900 per stall.

Because the public parking is being paid for by the City, these budgets are subject to City value engineering, input and review.