



**NOTICE
CITY OF BRILLION
SPECIAL CITY COUNCIL MEETING
TUESDAY, MAY 18, 2021 5:00PM**

NOTICE IS HEREBY GIVEN that the Common Council of the City of Brillion will meet on **Tuesday, May 18, 2021 at 5:00 pm**, for the purpose of conducting the regular business of the City as per the following agenda. The meeting will be held in the Council Chambers at the **Brillion City Center**, located at 201 N. Main Street, Brillion, WI, which is handicap accessible. **FUTHER NOTICE IS GIVEN**, in the interest of public health and safety, the public can access the meeting

Join Zoom Meeting

<https://zoom.us/j/94643115828?pwd=eFFTa01iaVpHbTdUKzFRm1yWFZudz09>

Meeting ID: 946 4311 5828

Passcode: 011135

Phone 312 626 6799

Any member of the public wishing to attend this meeting, can do so by computer, tablet or smartphone **or by calling 1 (312) 626-6799**. Once you dial the number, you will be asked to enter a meeting **ID: 946 4311 5828**. Once you have entered the meeting ID you will be prompted to enter your **Passcode: 011135**

AGENDA

1. Call to order
2. Announcements
3. Roll Call
4. Approval of Agenda
5. Public Appearances

A. Citizen Input

This is the section on the agenda where the public can address the Council with their concerns. Although the public may speak on any item that is not included on the agenda as a 'Public Hearing or Forum', the Council may not respond or discuss the issue brought forward at this time. In accordance with open meeting laws the Council must notice an item on the agenda to allow discussion on that matter. Citizen comments will be considered and may be placed on a future agenda for further discussion or the Council may direct staff to research and respond directly to the citizen at a later time.

B. Guests

1. IPR Group/McMahon Group

6. Mayor's Report

A. City Center Building Discussion-IPR Group/McMahon Group

1. McMahon Space needs analysis to renovate existing city owned facilities -September 15, 2009.
 - i. 130 Calumet Street

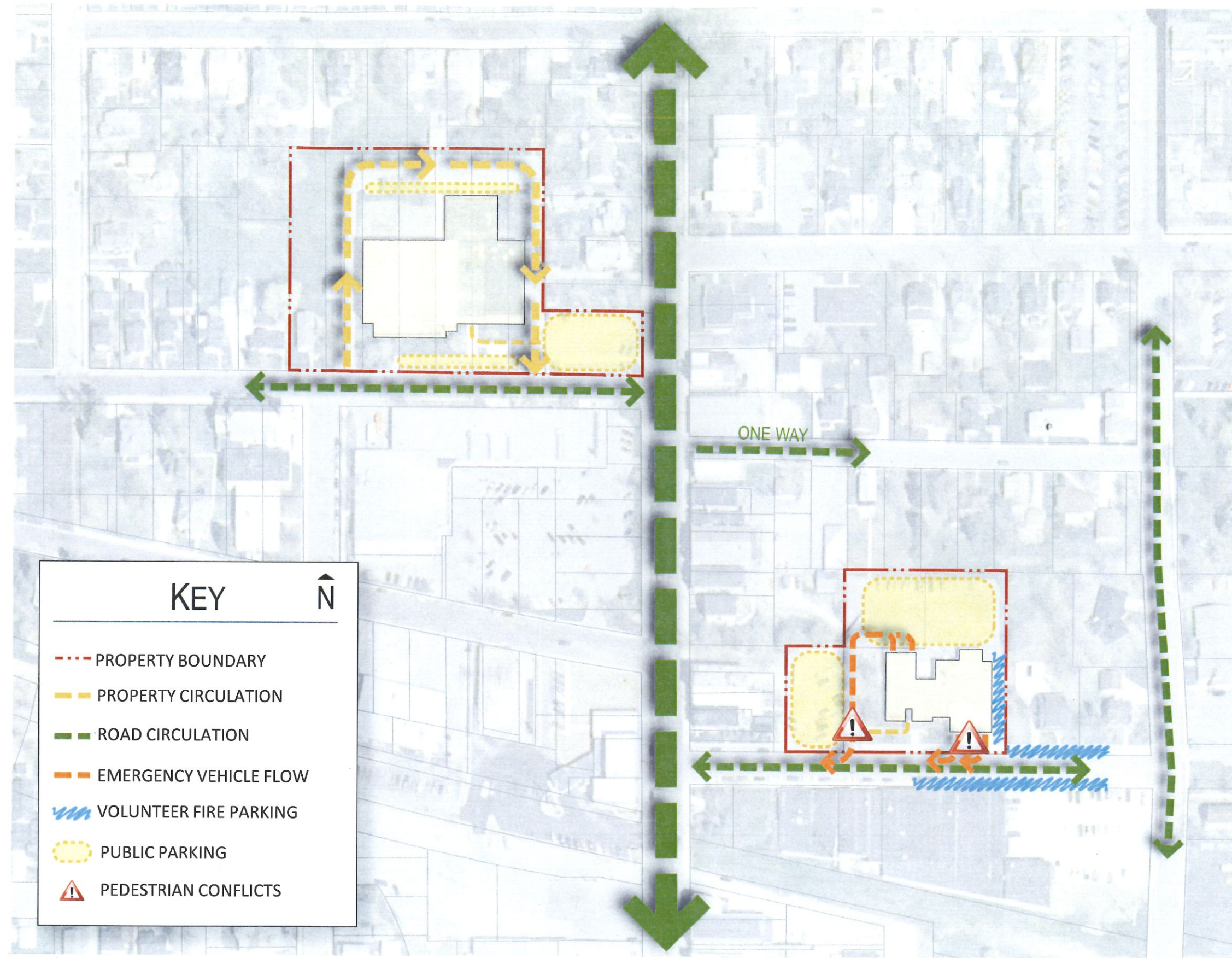
- ii. Brillion Community Center (BCC)
- B. City Hall Space Needs Adhoc 2009
- C. Downtown Redevelopment Project History & Project Plan
- D. IPR Feasibility Study 2017 1& 2
- E. City Center Presentation
- F. City Center Financing Options -Lease Vs Borrow (Buy)
- G. Current City Center Lease Agreement
- 7. Old Business
- 8. New Business
- 9. Adjournment

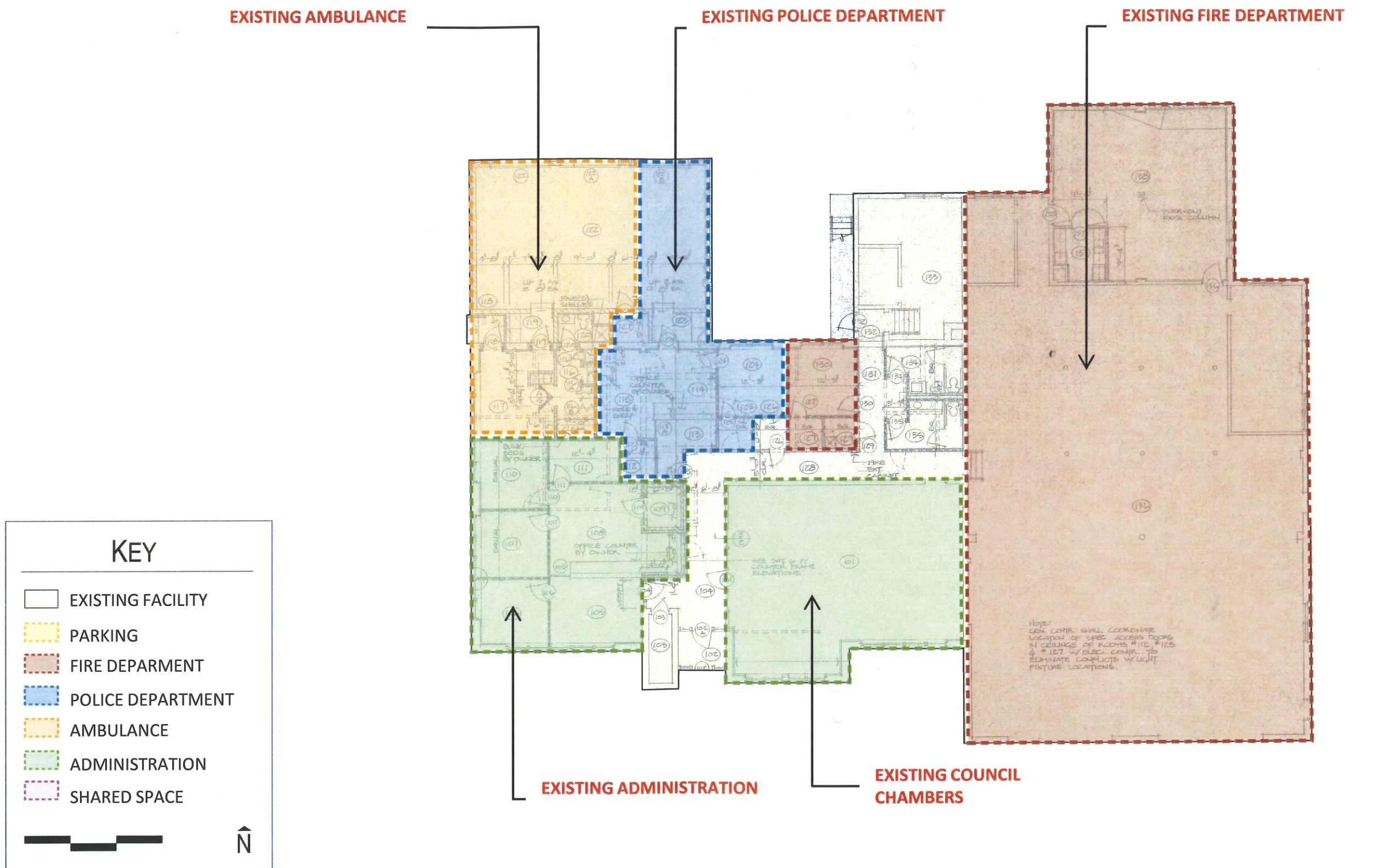
Mike Smith, Mayor

Copies: Council Members
Mayor
City Administrator

Agenda (3) Locations: City Center, Library, Brillion Community Center
City Website

Note: This is a public meeting. As such, all members or a majority of the members of any given City Committee or Board may be in attendance. While a majority any given Committee or Board may be present, only the above City Council will take official action based on the above agenda.





EXISTING PLAN

September 15, 2009

CITY HALL SPACE NEEDS ANALYSIS

EXISTING CITY HALL BUILDING DEFICEINCIES

1. ADMINISTRATION:

- ✓ Lack of required storage for files, voting machines, maps, etc.
- ✓ Need for better security and control of front desk area
- ✓ Lack of conference room/meeting space
- ✓ Office space small for typical functions
- ✓ Building inspector office inadequate at front window

2. POLICE

- ✓ Inadequate storage and storage located in inappropriate locations
- ✓ Office space significantly compromised by lack of space – accessibility, interview rooms, evidence processing use of trailer
- ✓ Single bay for storage of vehicles
- ✓ Municipal court space not adequate to meet minimum needs

EXISTING CITY HALL BUILDING DEFICEINCIES

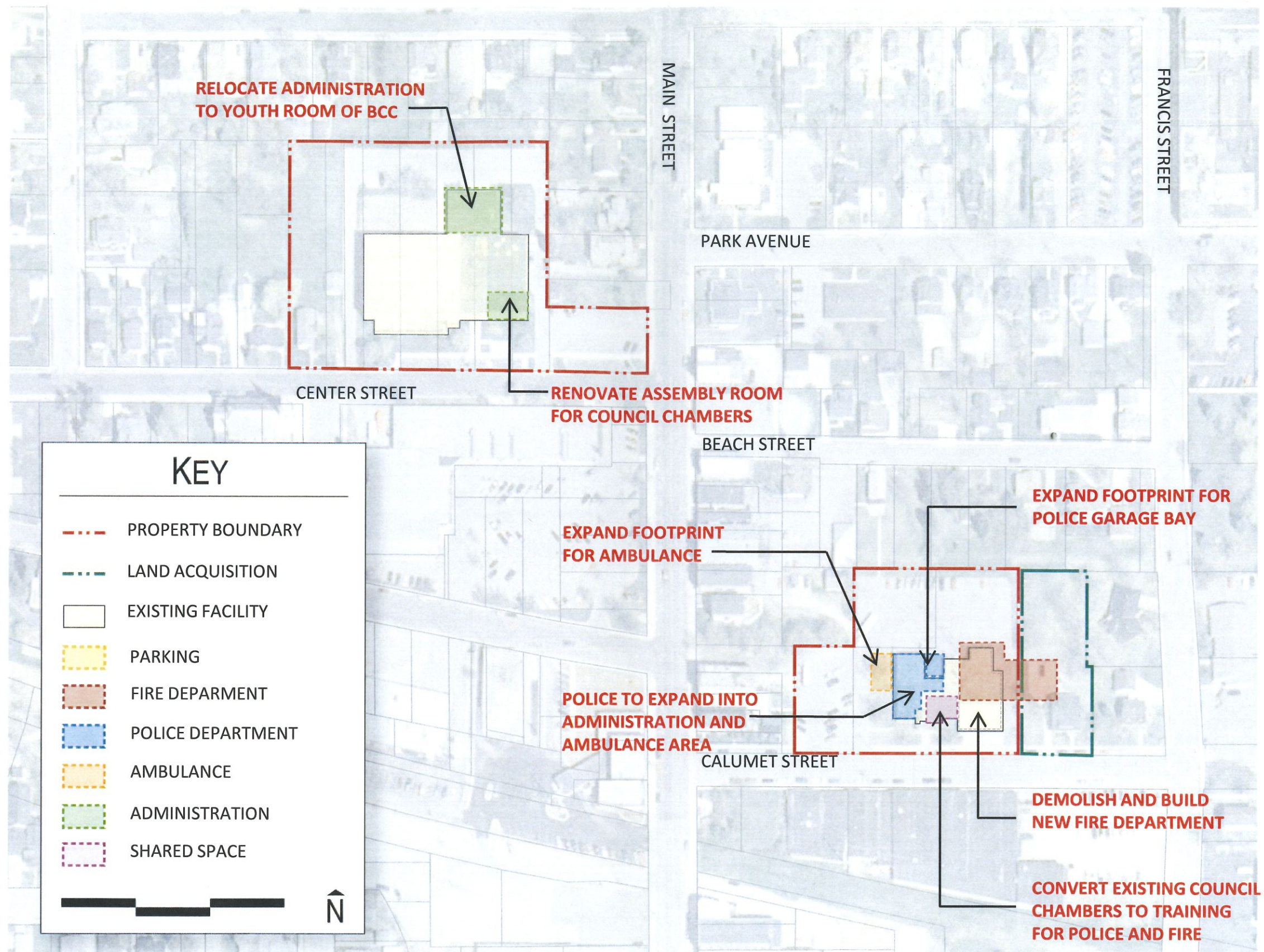
3. FIRE DEPARTMENT:

- ✓ Apparatus bay not physically large enough to adequately house current equipment needs.
- ✓ Low ceiling in apparatus bay prohibits maintenance of vehicles – vehicles maintained outside
- ✓ Parking area in street with engines leaving is safety issue
- ✓ Lack of apron space
- ✓ No shower or decon facility
- ✓ Single office for entire department
- ✓ Equipment storage is lacking and items currently stored off-site

4. AMBULANCE

- ✓ Living quarters/sleeping quarters are cramped

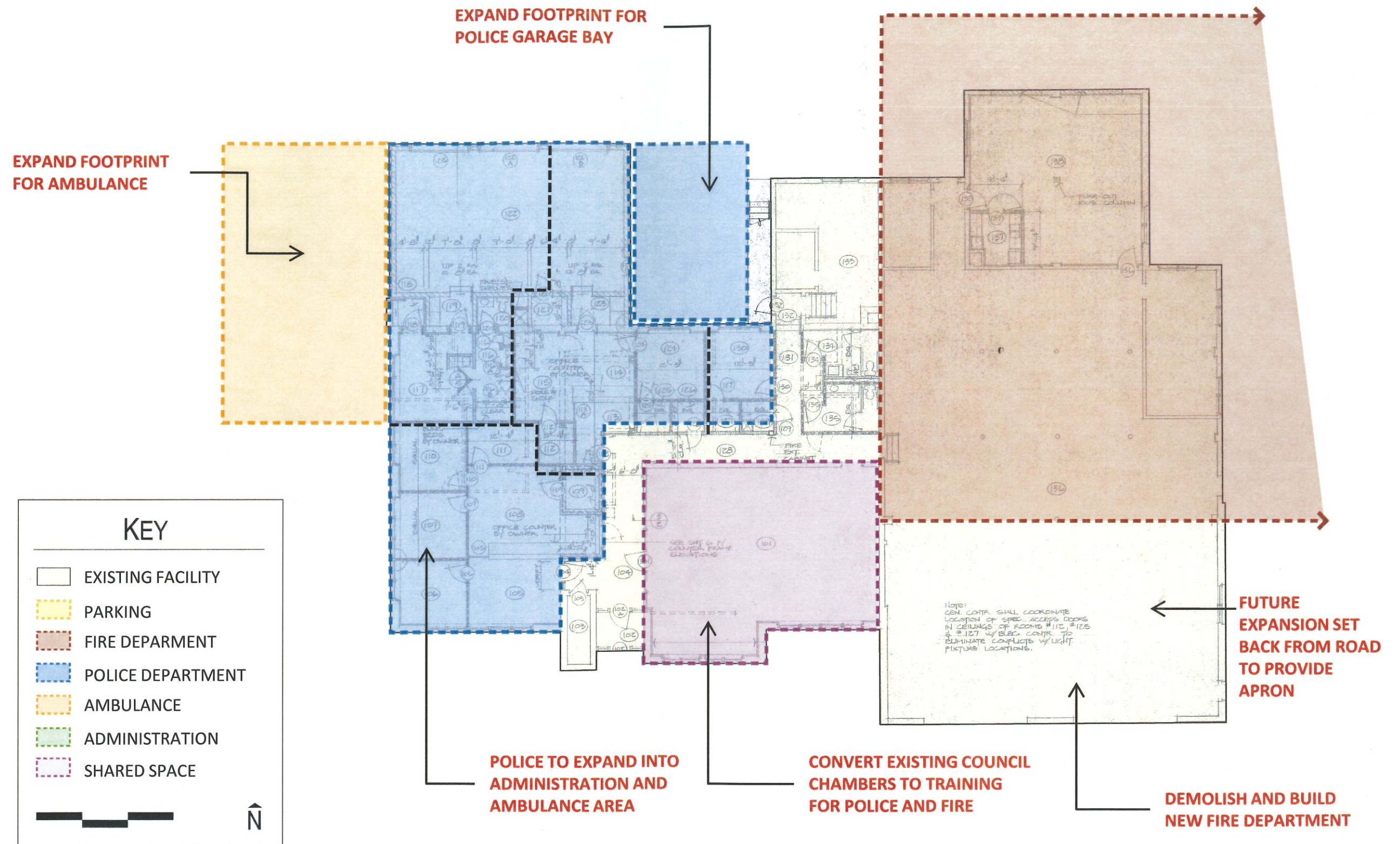
EXISTING PLAN



SCENARIO 1

September 15, 2009

CITY HALL SPACE NEEDS ANALYSIS



SCENARIO 1

September 15, 2009

CITY HALL SPACE NEEDS ANALYSIS

SPLIT ADMINISTRATION AND FIRE/POLICE/AMBULANCE

1. RELOCATE ADMINISTRATION FROM CITY HALL TO YOUTH ROOM OF BCC
2. RELOCATE COUNCIL CHAMBERS FROM CITY TO ASSEMBLY ROOM OF BCC
3. EXPANSION TO THE WEST FOR TWO AMBULANCE BAYS AND LIVING QUARTERS
4. POLICE EXPANDS INTO VACATED ADMINISTRATION AREA AND AMBULANCE AREA
5. EXPAND POLICE INTO AREA CURRENTLY OCCUPIED BY TRAILER
6. DEMOLISH FIRE DEPARTMENT BAY AREA, EQUIPMENT STORAGE AND TRAINING ROOM
7. ACQUIRE PROPERTY DIRECTLY EAST OF CITY HALL
8. CONSTRUCT NEW FIRE STATION IN CURRENT LOCATION AND ACQUIRED PROPERTY
9. CONVERT EXISTING COUNCIL CHAMBERS ROOM INTO SHARED TRAINING FOR POLICE AND FIRE DEPARTMENTS
10. PARKING TO WEST OF CITY HALL TO REMAIN

SCENARIO 1

PROS

- ✓ UTILIZE CURRENT SITE
- ✓ PLAN CAN BE PHASED TO ACCOMMODATE IMMEDIATE NEEDS
- ✓ SERVICES REMAIN CENTRALLY LOCATED IN THE COMMUNITY
- ✓ POLICE AND FIRE CAN SHARE A TRAINING ROOM
- ✓ FIRE APPARATUS BAY IS EXPANDED WIDTH AND HEIGHT
- ✓ AMBULANCE IS INCREASED IN SIZE

CONS

- ✓ LAND ACQUISITION FOR FIRE DEPARTMENT EXPANSION
- ✓ ADMINISTRATION SEPARATE FROM POLICE AND FIRE
- ✓ AMBULANCE STILL CROSSES PEDESTRIAN TRAFFIC IN WEST PARKING LOT
- ✓ CONSTRUCTION PHASED OR DISPLACEMENT REQUIRED
- ✓ HAVE SAME ENGINE/PEDESTRIAN CONFLICT
- ✓ BUILDING STRUCTURE DIFFICULT TO EXPAND/DEMO
- ✓ SITE LIMITS EXPANSION OPTIONS

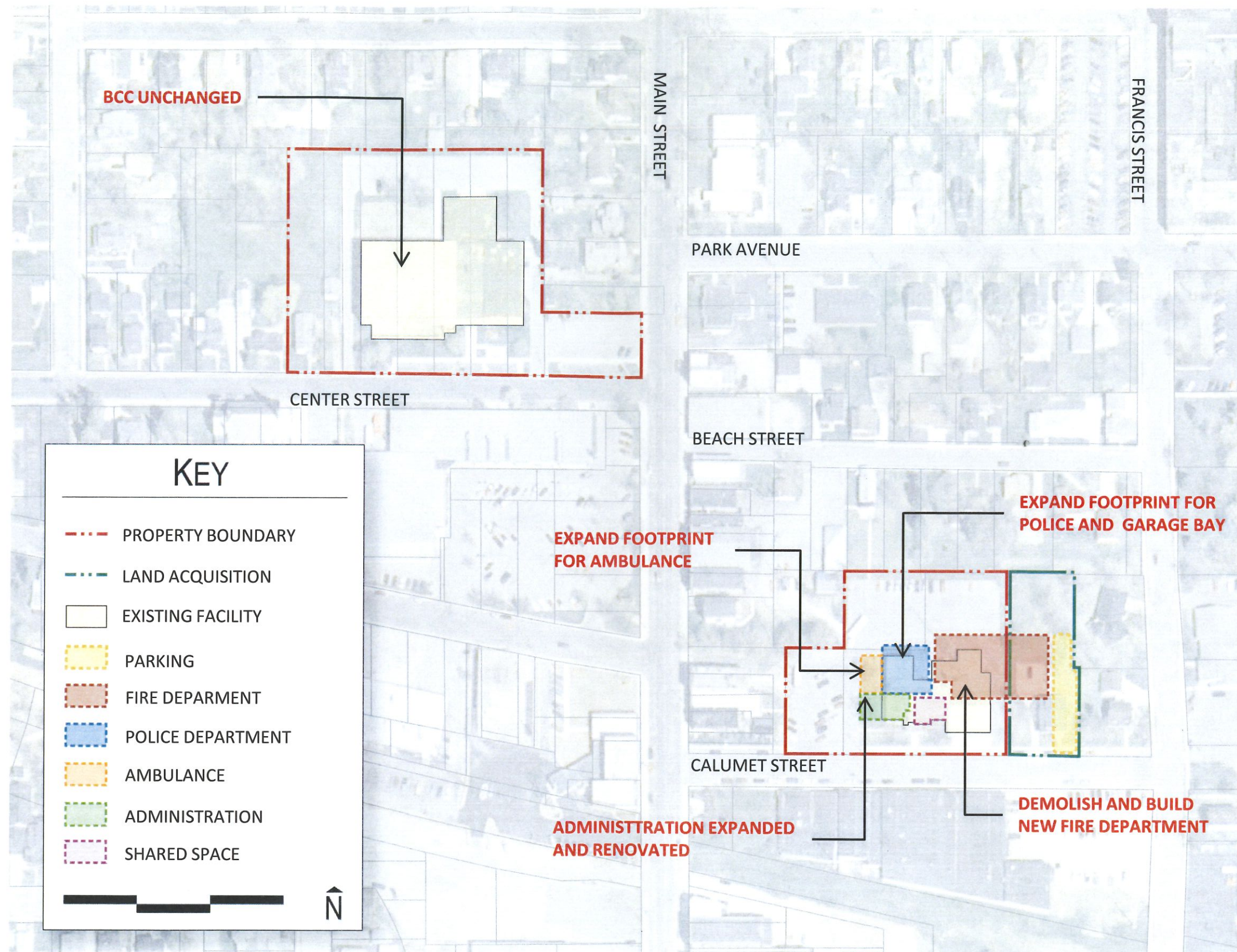
SCENARIO 1

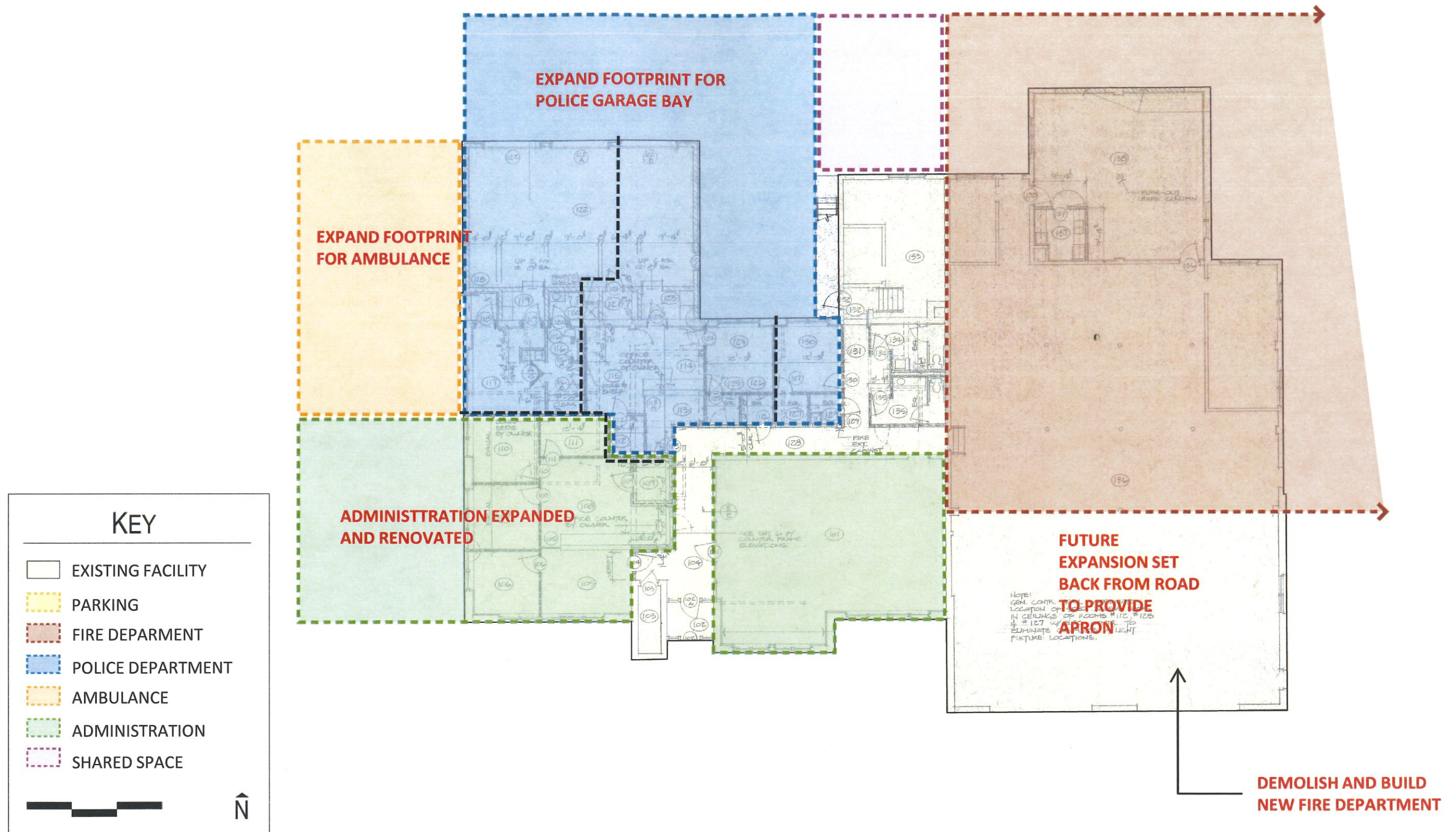
OPINION OF PROBABLE COST

ITEM	UNIT	UNIT COST	OVERALL
DEMOLITION OF FIRE STATION		\$125,000	\$125,000
CONSTRUCT NEW FIRE STATION	17500	\$150	\$2,625,000
CONSTRUCT NEW AMBULANCE AREA	1450	\$150	\$217,500
RENOVATE POLICE AREA	3800	\$100	\$380,000
CONSTRUCT NEW POLICE GARAGE BAY	700	\$150	\$105,000
RENOVATE REMAINING BUILDING	3000	\$100	\$300,000
LAND ACQUISITION		\$200,000	\$200,000
HOUSE DEMOLITION		\$10,000	\$10,000
RELOCATE AND RENOVATE ADMIN	4000	\$100	\$400,000
SITE IMPROVEMENTS		\$70,000	\$70,000
SUBTOTAL			\$4,432,500
10% CONTINGENCY			\$443,250
TOTAL			\$4,875,750
FFE			
EQUIPMENT +/- \$10/SF			\$304,500
FEES - 6.5%			\$316,924
TOTAL			\$5,497,174

OPINION OF PROBABLE COST REVISED 9.22.09

SCENARIO 1





SCENARIO 2

September 15, 2009

CITY HALL SPACE NEEDS ANALYSIS

MAINTAIN ALL FUNCTIONS AT CURRENT SITE

1. EXPANSION TO THE WEST FOR ADDITIONAL ADMINISTRATION SPACE
2. EXISTING ADMINISTRATION SPACE TO RENOVATED FOR FLOW AND SECURITY
3. EXPANSION TO THE WEST FOR TWO AMBULANCE BAYS AND LIVING QUARTERS
4. POLICE EXPANDS TO INTO AMBULANCE LIVING QUARTERS AND GARAGE BAYS
5. EXPANSION TO THE NORTH FOR POLICE
6. DEMOLISH FIRE DEPARTMENT BAY AREA, EQUIPMENT STORAGE AND TRAINING ROOM
7. ACQUIRE PROPERTY DIRECTLY EAST OF CITY HALL
8. CONSTRUCT NEW FIRE STATION IN CURRENT LOCATION AND ACQUIRED PROPERTY
9. RENOVATE REMAINING SPACES TO MEET CODE AND UPDATE FINISHES
10. PARKING TO WEST OF CITY HALL TO REMAIN

SCENARIO 2

PROS

- ✓ UTILIZE CURRENT SITE
- ✓ PLAN CAN BE PHASED TO ACCOMMODATE IMMEDIATE NEEDS
- ✓ SERVICES IN ONE LOCATION
- ✓ SERVICES REMAIN CENTRALLY LOCATED IN THE COMMUNITY
- ✓ POLICE AND FIRE CAN SHARE A TRAINING ROOM
- ✓ FIRE APPARATUS BAY IS EXPANDED WIDTH AND HEIGHT
- ✓ AMBULANCE IS INCREASED IN SIZE

CONS

- ✓ LAND ACQUISITION FOR FIRE DEPARTMENT EXPANSION
- ✓ AMBULANCE STILL CROSSES PEDESTRIAN TRAFFIC IN WEST PARKING LOT
- ✓ CONSTRUCTION PHASED OR DISPLACEMENT REQUIRED
- ✓ HAVE SAME ENGINE/PEDESTRIAN CONFLICT
- ✓ BUILDING STRUCTURE DIFFICULT TO EXPAND/DEMO
- ✓ SITE LIMITS EXPANSION OPTIONS

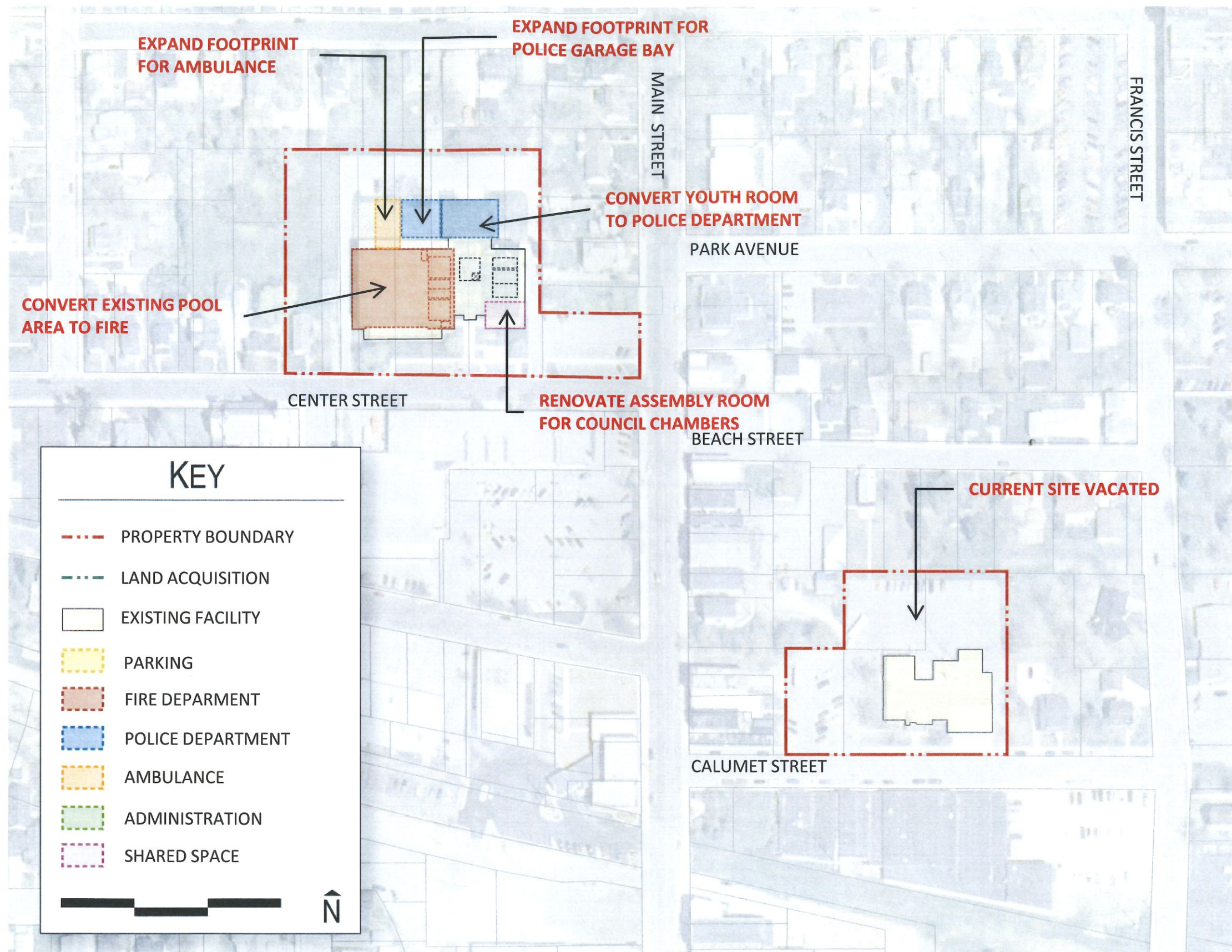
SCENARIO 2

OPINION OF PROBABLE COST

ITEM	UNIT	UNIT COST	OVERALL
DEMOLITION OF FIRE STATION		\$125,000	\$125,000
CONSTRUCT NEW FIRE STATION	17500	\$150	\$2,625,000
CONSTRUCT NEW AMBULANCE AREA	1450	\$150	\$217,500
RENOVATE POLICE AREA	2000	\$100	\$200,000
CONSTRUCT POLICE AREA	2200	\$150	\$330,000
CONSTRUCT NEW POLICE GARAGE BAY	650	\$150	\$97,500
RENOVATE REMAINING BUILDING	3000	\$100	\$300,000
LAND ACQUISITION		\$200,000	\$200,000
HOUSE DEMOLITION		\$10,000	\$10,000
RELOCATE AND RENOVATE ADMIN	1200	\$100	\$120,000
CONSTRUCT ADMINISTRATION	2000	\$150	\$300,000
SITE IMPROVEMENTS		\$70,000	\$70,000
SUBTOTAL			\$4,595,000
10% CONTINGENCY			\$459,500
TOTAL			\$5,054,500
FFE			
EQUIPMENT +/- \$10/SF			\$300,000
FEES - 6.5%			\$328,543
TOTAL			\$5,683,043

OPINION OF PROBABLE COST REVISED 9.22.09

SCENARIO 2



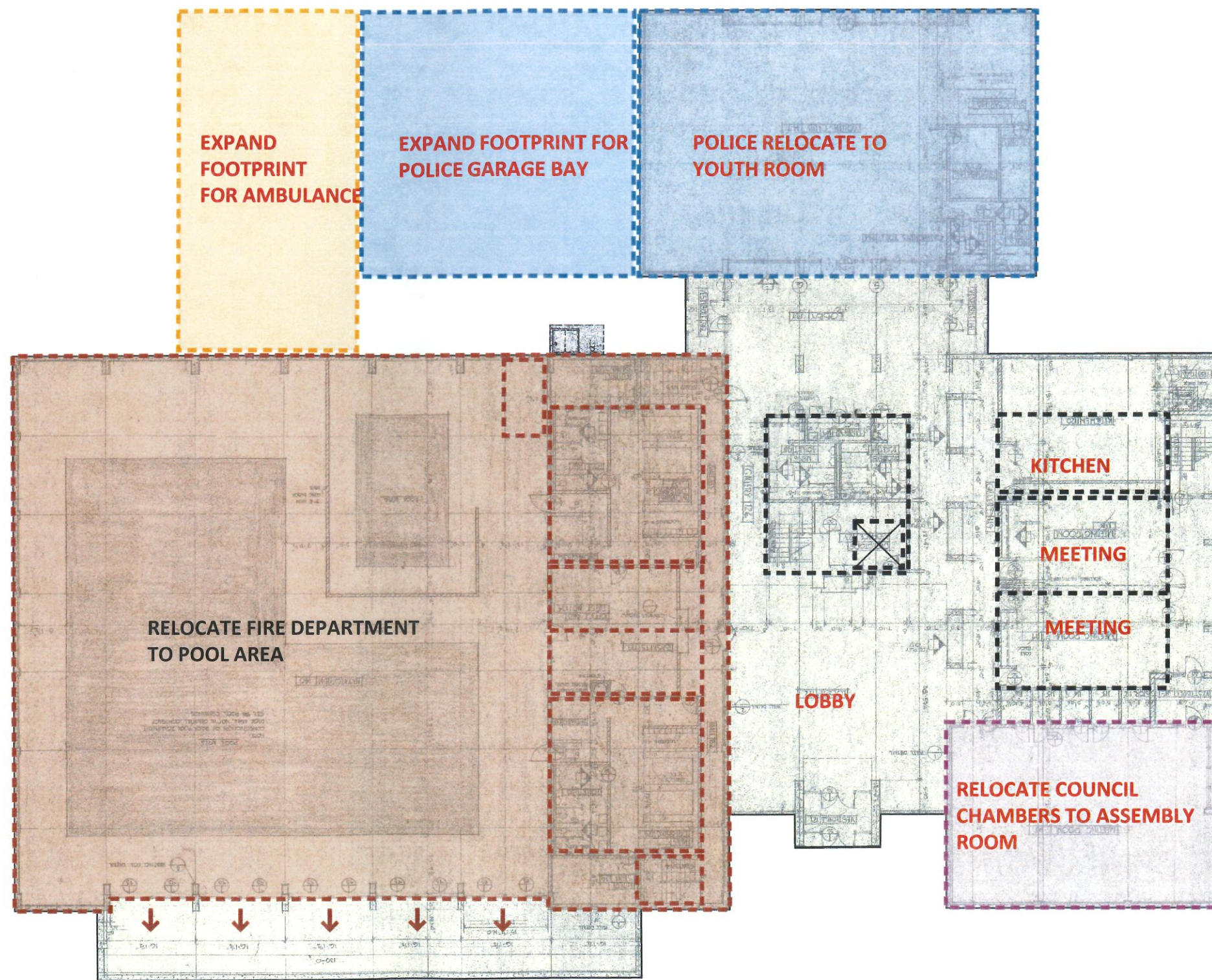
SCENARIO 3

September 15, 2009

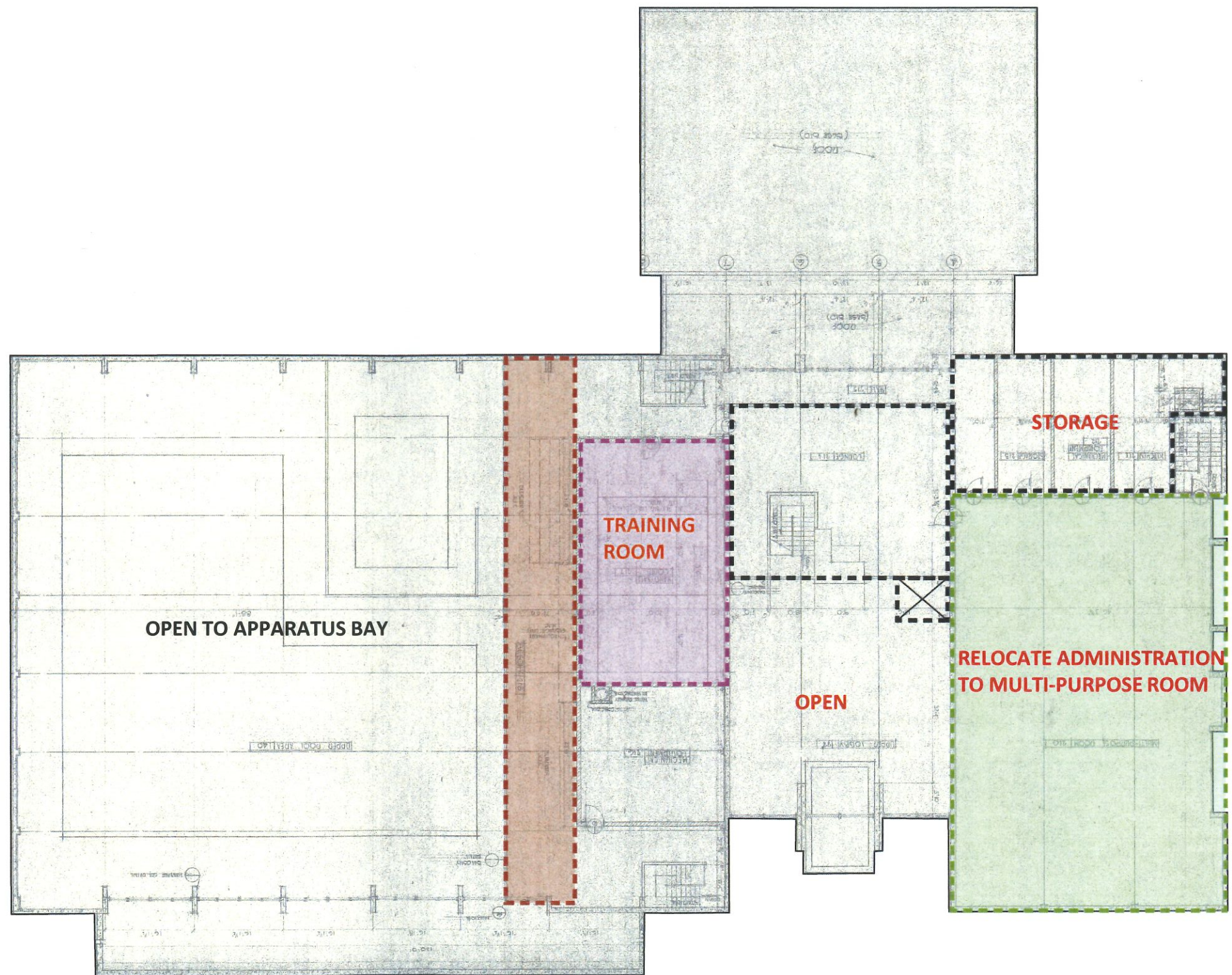
CITY HALL SPACE NEEDS ANALYSIS

KEY

- EXISTING FACILITY
- PARKING
- FIRE DEPARTMENT
- POLICE DEPARTMENT
- AMBULANCE
- ADMINISTRATION
- SHARED SPACE



SCENARIO 3



SCENARIO 3

September 15, 2009

CITY HALL SPACE NEEDS ANALYSIS

ALL FUNCTIONS INTO BCC BUILDING/SITE

1. ADMINISTRATION TO UPPER LEVEL MULTIPURPOSE ROOM
2. CONVERT EXISTING POOL AREA TO FIRE DEPARTMENT APPARATUS BAYS – 4 BAYS
3. UTILIZE OBSERVATION DECK FOR FIRE DEPARTMENT STORAGE
4. POLICE TO OCCUPY CURRENT YOUTH ROOM
5. EXPANSION TO NORTHWEST CORNER FOR POLICE GARAGE FUNCTION
6. EXPANSION TO NORTHWEST CORNER FOR AMBULANCE GARAGE AND LIVING QUARTERS
7. COUNCIL CHAMBERS TO EXISTING ASSEMBLY ROOM
8. EXISTING MEETING ROOMS CAN BE USED BY ALL USERS OF THE FACILITY AND CONTINUED COMMUNITY USE
9. EXISTING KITCHEN TO REMAIN
10. OVERALL MAJOR BUILDING RENOVATION:
 - ✓ NEW ENCLOSURE ELEMENTS – WINDOWS, ROOF, METAL WALL PANELS
 - ✓ NEW MECHANICAL, ELECTRICAL AND PLUMBING SYSTEMS
 - ✓ NEW ELEVATOR
 - ✓ COMPLETE NEW INTERIOR FINISHES

SCENARIO 3

PROS

- ✓ REUSE OF EXISTING CITY STRUCTURE
- ✓ NO LAND ACQUISITION REQUIRED
- ✓ ALL DEPARTMENTS IN SAME BUILDING
- ✓ CENTRALLY LOCATED WITHIN THE CITY
- ✓ FIRE DEPARTMENT HAS ADEQUATE PARKING AND POTENTIALLY SAFER OFF-STREET PARKING FOR VOLUNTEERS
- ✓ INTERIOR HEIGHT APPARATUS BAY
- ✓ POSSIBILITY OF CONVERTING EXISTING CITY HALL TO PRIVATE DEVELOPMENT
- ✓ PARKING ADJACENT TO THE BUILDING – LARGEST LOT IN THE FRONT OF THE BUILDING CLOSEST TO COUNCIL CHAMBERS ROOM
- ✓ CURRENT OPERATION UNAFFECTED DURING CONSTRUCTION

CONS

- ✓ FIRE DEPARTMENT HAS 4 BAYS
- ✓ ADMINISTRATION ON UPPER LEVEL
- ✓ EXPANSION OF BUILDING REQUIRED FOR POLICE AND AMBULANCE GARAGE SPACE
- ✓ CONFINED TO STRUCTURAL LAYOUT OF EXISTING BUILDING

SCENARIO 3

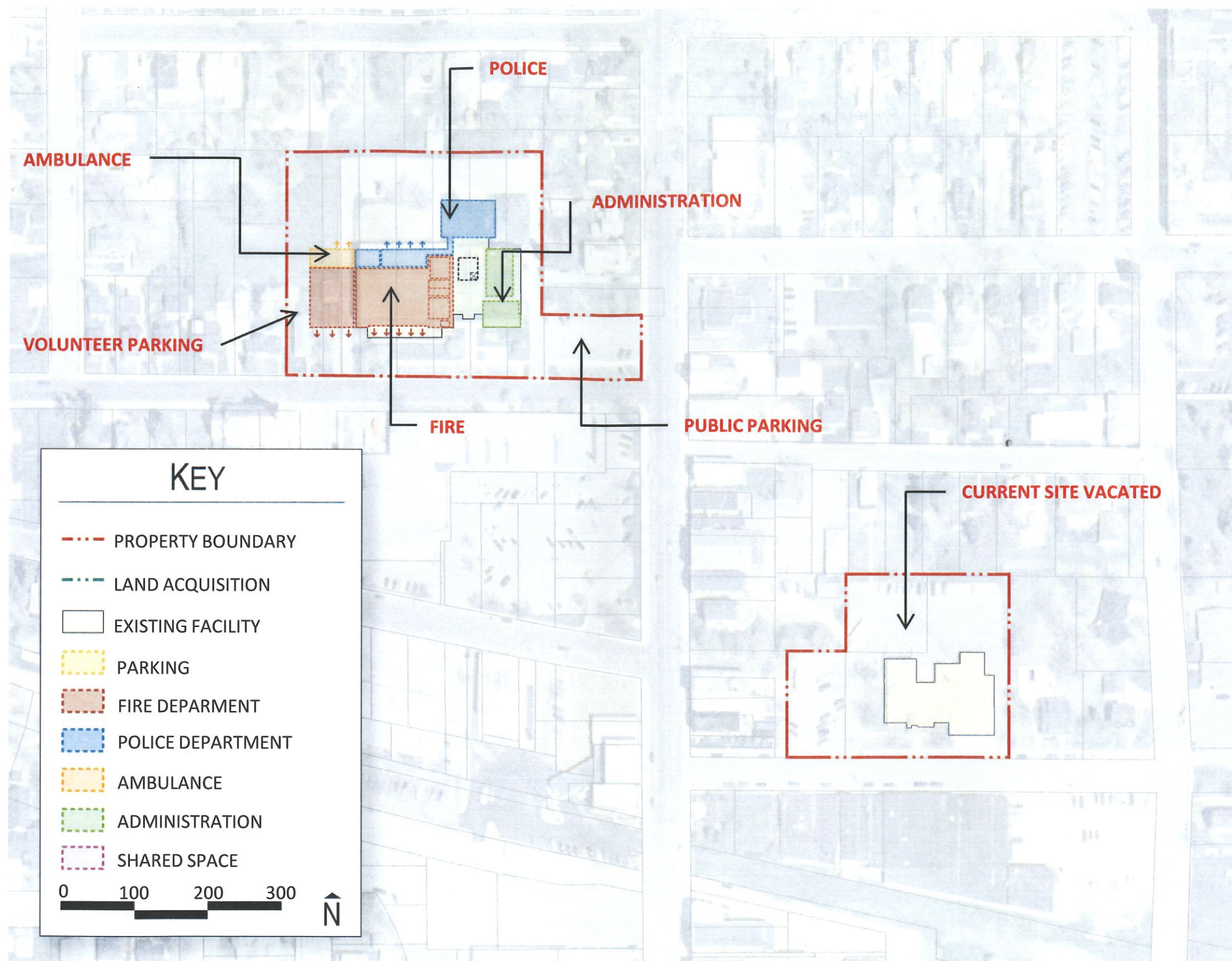
OPINION OF PROBABLE COST

ITEM	UNIT	UNIT COST	OVERALL
RENOVATE FIRST FLOOR	26300	\$100	\$2,630,000
CONSTRUCTPOLICE GARAGE BAY	5000	\$150	\$750,000
RENOVATE UPPER FLOOR	10600	\$150	\$1,590,000
ELEVATOR		\$90,000	\$90,000
SITE IMPROVEMENTS		\$100,000	\$100,000
SUBTOTAL			\$5,160,000
10% CONTINGENCY			\$516,000
TOTAL			\$5,676,000
FFE			
EQUIPMENT +/- \$10/SF			\$419,000
FEES - 6.5%			\$368,940
TOTAL			\$6,463,940

OPINION OF PROBABLE COST REVISED 9.22.09

SCENARIO 3

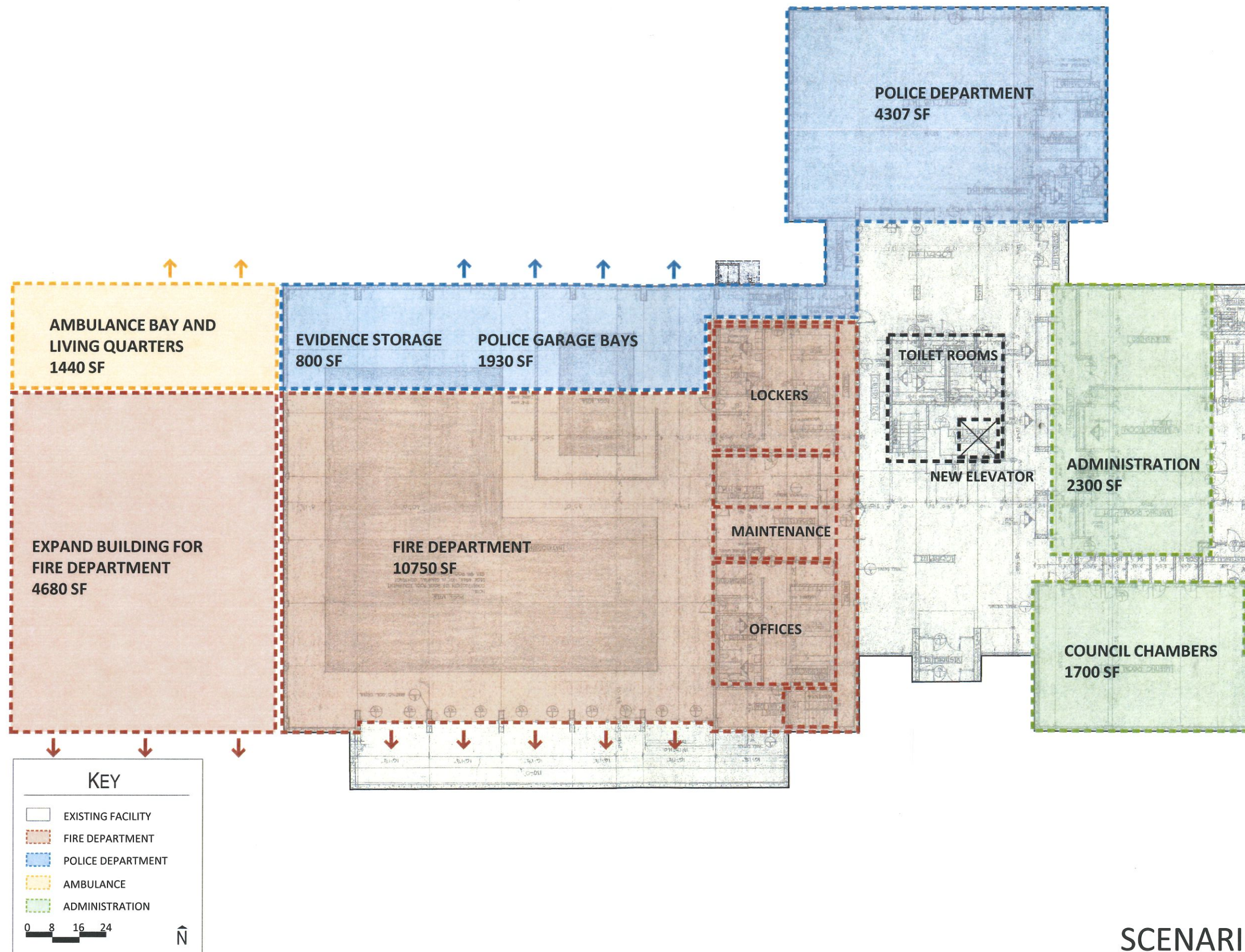
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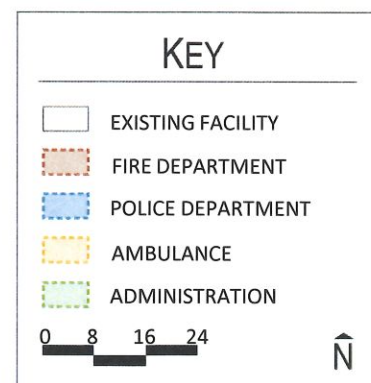
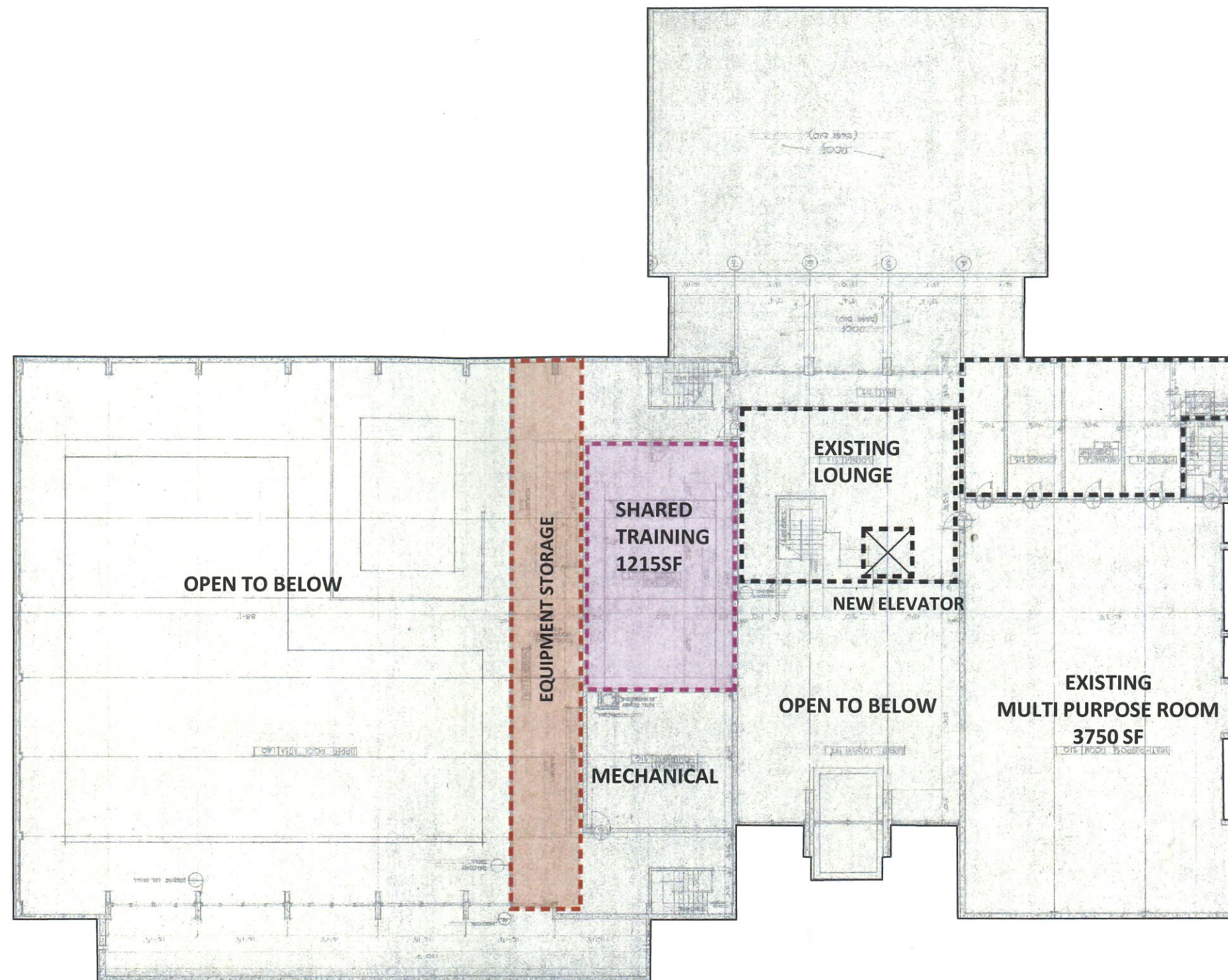


SCENARIO 3.1

September 22, 2009

CITY HALL SPACE NEEDS ANALYSIS





SCENARIO 3.1

September 22, 2009

CITY HALL SPACE NEEDS ANALYSIS

ALL FUNCTIONS INTO BCC BUILDING/SITE

1. ADMINISTRATION TO MAIN LEVEL MEETING ROOMS AND KITCHEN
2. CONVERT EXISTING POOL AREA TO FIRE DEPARTMENT APPARATUS BAYS – 4/5 BAYS
3. UTILIZE OBSERVATION DECK FOR FIRE DEPARTMENT STORAGE
4. POLICE TO OCCUPY CURRENT YOUTH ROOM
5. POLICE TO UTILIZE NORTH ¼ OF POOL FOR GARAGE AREA
6. POSSIBLE SECOND LEVEL AT POLICE GARAGE
7. EXPANSION TO WEST FOR AMBULANCE AND ADDITIONAL FIRE APPARATUS BAYS
8. COUNCIL CHAMBERS TO EXISTING ASSEMBLY ROOM
9. OVERALL MAJOR BUILDING RENOVATION:
 - ✓ NEW ENCLOSURE ELEMENTS – WINDOWS, ROOF, METAL WALL PANELS
 - ✓ NEW MECHANICAL, ELECTRICAL AND PLUMBING SYSTEMS
 - ✓ NEW ELEVATOR
 - ✓ COMPLETE NEW INTERIOR FINISHES

PROS

- ✓ REUSE OF EXISTING CITY STRUCTURE
- ✓ NO LAND ACQUISITION REQUIRED
- ✓ ALL DEPARTMENTS IN SAME BUILDING
- ✓ CENTRALLY LOCATED WITHIN THE CITY
- ✓ FIRE DEPARTMENT HAS ADEQUATE PARKING AND POTENTIALLY SAFER OFF-STREET PARKING FOR VOLUNTEERS
- ✓ INTERIOR HEIGHT APPARATUS BAY
- ✓ POSSIBILITY OF CONVERTING EXISTING CITY HALL TO PRIVATE DEVELOPMENT
- ✓ PARKING ADJACENT TO THE BUILDING – LARGEST LOT IN THE FRONT OF THE BUILDING CLOSEST TO COUNCIL CHAMBERS ROOM
- ✓ CURRENT OPERATION UNAFFECTED DURING CONSTRUCTION

CONS

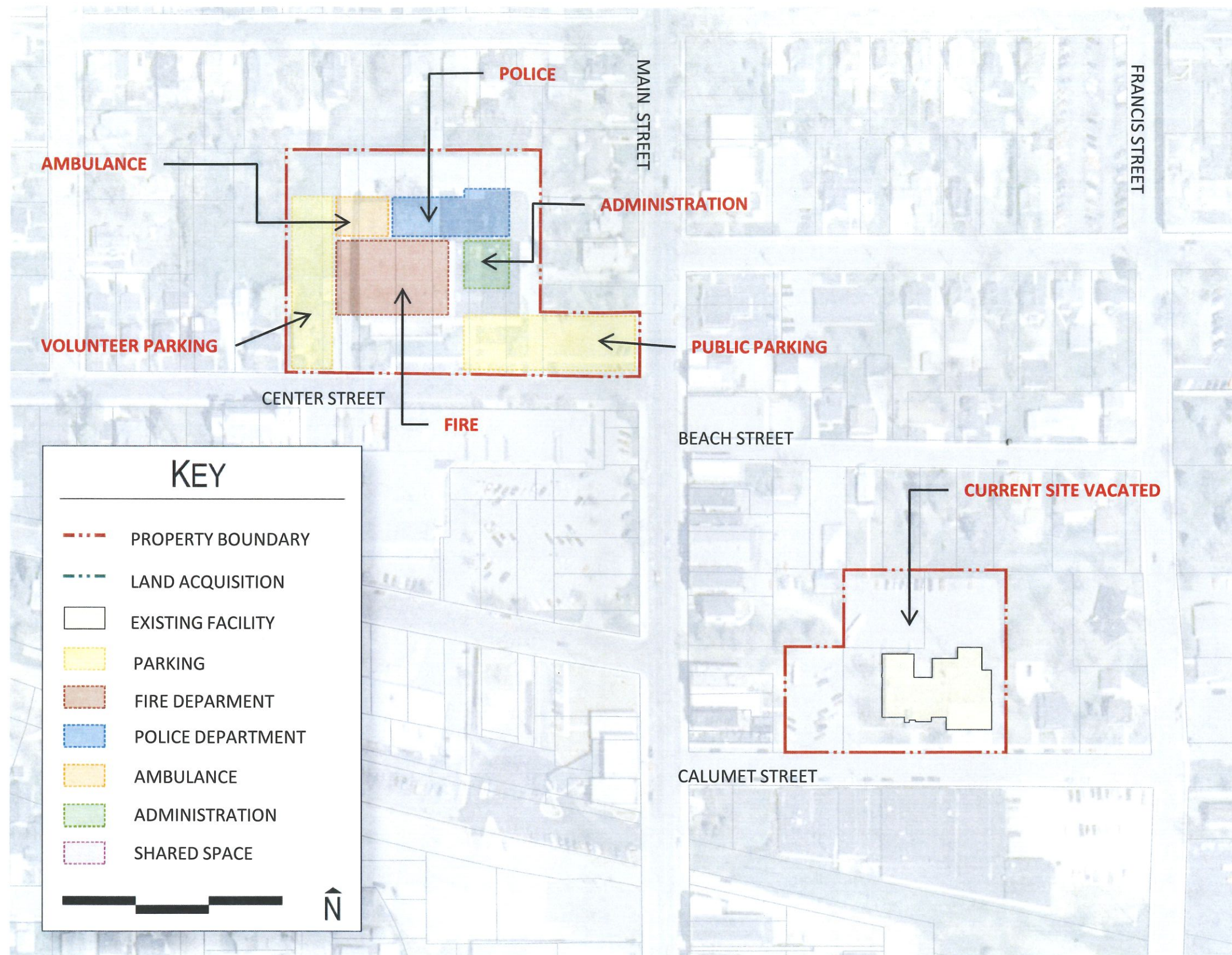
- ✓ MEETING ROOMS AND KITCHEN ON MAIN LEVEL ARE REMOVED
- ✓ ADMINISTRATION A TIGHT FIT FOR LOCATION
- ✓ EXPANSION OF BUILDING REQUIRED FOR FIRE AND AMBULANCE GARAGE SPACE
- ✓ CONFINED TO STRUCTURAL LAYOUT OF EXISTING BUILDING

SCENARIO 3.1

OPINION OF PROBABLE COST

ITEM	UNIT	UNIT COST	OVERALL
RENOVATE FIRST FLOOR	26300	\$100	\$2,630,000
CONSTRUCT APPARATUS/AMBULANCE	6400	\$150	\$960,000
RENOVATE UPPER FLOOR	2500	\$150	\$375,000
RENOVATE UPPER FLOOR	8100	\$50	\$405,000
ELEVATOR		\$90,000	\$90,000
SITE IMPROVEMENTS		\$100,000	\$100,000
SUBTOTAL			\$4,560,000
10% CONTINGENCY			\$456,000
TOTAL CONSTRUCTION			\$5,016,000
FFE			
EQUIPMENT +/- \$10/SF			\$327,000
FEES - 6.5%			\$326,040
TOTAL			\$5,669,040

SCENARIO 3.1



SCENARIO 4

September 15, 2009

CITY HALL SPACE NEEDS ANALYSIS

NEW BUILDING ON BCC SITE

1. ONE STORY, ALL PROGRAM COMPONENTS
2. COMMON LOBBY
3. SEPARATE ENTRANCE OPTION FOR POLICE
4. AMBULANCE STAND ALONE
5. FIRE DEPARTMENT TO THE WEST
6. UTILZE SITE FOR OPTIMUM PLAN LAYOUT

SCENARIO 4

PROS

- ✓ ONE STORY – ACCESS FOR PATRONS
- ✓ NO LAND ACQUISITION REQUIRED
- ✓ ALL DEPARTMENTS IN SAME BUILDING
- ✓ CENTRALLY LOCATED WITHIN THE CITY
- ✓ FIRE DEPARTMENT HAS ADEQUATE PARKING AND POTENTIALLY SAFER OFF-STREET PARKING FOR VOLUNTEERS
- ✓ POSSIBILITY OF CONVERTING EXISTING CITY HALL TO PRIVATE DEVELOPMENT
- ✓ CURRENT OPERATION UNAFFECTED DURING CONSTRUCTION

CONS

- ✓ MOST COSTLY OPTION
- ✓ DEMOLITION OF TWO CITY BUILDINGS

SCENARIO 4

OPINION OF PROBABLE COST

ITEM	UNIT	UNIT COST	OVERALL
NEW BUILDING	34788	\$150	\$5,218,200
DEMOLITION OF EXISTING BUILDING		\$200,000	\$200,000
SITE IMPROVEMENTS		\$100,000	\$100,000
SUBTOTAL			\$5,518,200
5% CONTINGENCY			\$275,910
TOTAL			\$5,794,110
FFE			
EQUIPMENT +/- \$10/SF			\$347,880
FEES - 6.5%			\$376,617
TOTAL			\$6,518,607

OPINION OF PROBABLE COST REVISED 9.22.09



City of Brillion

City Council

TOPIC SUMMARY

Meeting Date: Monday, October 26, 2009

Topic/Agenda Item: #8 (D)(2) – City Hall Space Needs Analysis – Renovation Project

Department: City Affairs

Background Information:

At the September Council meeting, it was suggested that a plan be established to continue with the City Hall Facility Space Needs project. At the October meeting, the City Affairs Committee considered the following:

- Phase project over the next three years for financing purposes. The Space Needs Analysis from McMahon identified that all options for renovation will cost a range of \$5.6 – 6.4 million. The City will not be able to borrow that large of an amount for the next 3-5 years. Our current debt capacity per state statute at January 2010 will be \$2,780,701.
- If the option of moving City Hall to the BCC is chosen, phasing out the current BCC uses will need to be determined. Public information meeting should be considered.
- In the interim, some minor renovations should be made to City Hall to bring the Police Department near compliance. It has been suggested to move the Council Chambers to one of the meeting rooms at the BCC, then use the current Council Chambers for the Police Department. The current PD can then be used for a conference/court room. The Building Inspector is currently working on this to get estimated costs. This should be discussed in more detail at the meeting.

The City Affairs Committee recommended to proceed with the interim renovations suggested above to bring the Police Department near compliance. Please refer to the October 9, 2009 City Affairs Committee minutes. Attached is a suggested floor plan for the renovations. The Building Inspector will be available to answer any questions the Council might have.

Budget/Fiscal Impact: City Hall Reserves

Policy Impact:

Action/Recommendation (Proposed Motion): Moved to proceed with the proposed renovations to City Hall as an interim solution to bring the Police Dept in compliance, with the absolute minimal renovations required with costs not to exceed \$12,000.00.

Rationale For Being on the Agenda: Council approval required.

Downtown Redevelopment Project – History

- In 2015 the City Council, Plan Commission, and Redevelopment Authority Commission worked to develop a City Wide Plan. The group suggested that a “recreation” theme be considered to help promote Brillion as a destination. The concept “relax, enjoy, stay” was developed. The City Wide Plan identified key goals for future planning and development; recreation, commercial development, industrial development and land use. As a result of the City Wide Plan, the RDA focused on developing the downtown and looked at vacant buildings for opportunities. The old T & C building was one vacant building the RDA set as a goal for the RDA Redevelopment Plan.
- During the 2016 Budget process the City Council allocated \$30,000 toward the RDA Main Street Square (old HUB) project. The RDA was working on plans to redevelop the downtown district and the reserves, along with \$20,000 to be taken from other City reserves or General Fund surplus, would be used toward a Community Development Block Grant opportunity to remediate the site for redevelopment. The grant required the City to have 10% of the funds toward the project. The grant was a 50/50 match up to maximum project cost of \$500,000. The remaining would be funded by the RDA (borrowed) or by a private developer.
- In February 2016 at a joint meeting of the City Council, Redevelopment Authority, Plan Commission and Utility Commission, the IRP Group was introduced as a public/private partnership to help communities achieve project they can’t do on their own.
- On April 26, 2016 the RDA held a Downtown Visioning Workshop, facilitated by East Central Wisconsin Regional Plan Commission. From the workshop the old T & C property was highlighted as an important area for redevelopment. The property owner was contacted and offered to sell the property to the RDA for \$100,000. The RDA then required that the City Council release the \$50,000 that was earmarked for the Main Street Square project CDBG grant application and use it as seed money to access an additional \$50,000 in order to purchase the building. At that time the RDA was unsuccessful in obtaining the additional \$50,000 and the offer was pulled from the table.
- On November 29, 2016 the City Council/Plan Commission/RDA along with business leaders met jointly for a City Visioning Workshop. At the workshop business leaders stressed the importance to improve the downtown and City municipal buildings. Then on December 20, 2016 the RDA held a meeting with business leaders and the IPR Group to establish a private/public partnership to work on the RDA Downtown Redevelopment Project.
- Jan-May 2017 the RDA held Public/Private Partnership meetings to continue working on the project. City Council, business leaders and citizens were invited to attend.
- On May 22, 2017 the City Council adopted a resolution to partner with Redevelopment Authority and the public and private sectors in addressing the blight cleanup and future redevelopment of the 205 N. Main Street (old HUB) property. (see attached resolution).

Brillion Redevelopment Authority Downtown Redevelopment Project

Downtown Redevelopment Objectives

The objective of the Redevelopment Plan is to convert the Main Street Square (old HUB) property at 205 N. Main Street into a vibrant “City Center” as one of three main focal points of downtown Brillion. To the south is the retail center and to the north is the Community Center. This “City Center” would be the new home of City Hall which would include offices for City Administrative staff, customer counter, City Council Chambers, election polling place, municipal court, conference room and storage space. The “City Center” project will also include a 24-40 unit housing complex.

Background

In April 2016 the RDA requested East Central Wisconsin Regional Plan Commission to facilitate a downtown visioning workshop (attached). The old HUB property was identified as an area that needs improvement. One of the outcomes of the workshop was an exercise to generate ideas and place making for the downtown. Ideas generated for the property included but were not limited to; friendship trail extension, connect Main Street Square to the Community Center, create gathering places in core of downtown, band shell, join new City Hall with Community Center, and apartments or town houses.

In November 2016 the City was approached by local business leaders with a vision for the future of the old HUB property, which included a public/private partnership to redevelop the property. Over the past 10 years, businesses, schools and churches have invested \$30,000,000 in the Brillion area. Business leaders stressed that it is important for Main Street to look good and inviting to support business growth. The current City Hall structure is old and outgrown. The business leaders proposed a new “City Center” to house the Administrative offices and City Council Chambers. A new structure for Emergency Services was proposed to possibly locate on Hwy 10. Business leaders proposed a housing complex for the “City Center” property. Combined the industries have a need to hire 140-200 additional employees and having affordable housing available will help industry’s work force needs.

During the months of December 2016 – May 2017 the RDA held meetings on the project and invited public to the meetings for public input/ideas for the redevelopment project. The RDA hired the IPR Group to complete a feasibility study (attached) and East Central Wisconsin Regional Plan Commission to complete a housing study (attached).

Phase 1 – City Center

The “City Center” building would be 5,000 sq. ft. to be located on the eastern portion of the current City-owned parking lot. The project area may ultimately include public green space, to accommodate a farmers market and have a total of approximately 150 parking stalls, which is about 72 more than the amount required by code, to alleviate downtown parking needs. The project cost is approximately \$1,000,000. The RDA has considered 3 different financing options.

Phase 2 – Housing Complex

The “Housing Complex” building would be a 24-40 unit housing complex with enclosed garage. The project cost of the proposed complex is \$5 – 7 million. The RDA would fund through grants and other funding sources the acquisition, demolition and site preparation. The RDA would sell the property to a private developer to own and operate the housing complex.

Next Steps:

- RDA recommends to City Council to use the \$50,000.00 reserves approved by the City Council on 8/22/2016 along with donations received by local business leaders to acquire the old T & C and Groskopp Chiropractor portion of the property from the current owner.
- Once the RDA is owner of the property, begin planning for Phase 1 – City Center.
- Apply for grants for the demolition and site preparation costs for Phase 2 – Housing Complex.
- Joint meeting with the RDA/City Council may be necessary to identify financing project areas.

Why is this project important.....

Brillion is “home” to over 2,000 people who work in Brillion every day, while only approximately 10% of those workers live in Brillion. Therefore, our “opportunity” is to retain those other 1,800 people who come and go every day, by enhancing our downtown so that they feel a comfort for working in Brillion and want to relocate to Brillion. This will bring a new population at the next US Census update (2020) to offset a stagnant population rate that has not grown in the last ten years.

The \$5-7 million value of the housing complex would increase the overall tax base for the City of Brillion potentially reducing the tax rate by approximately 3%.

If we do nothing.....

While the Brillion community has enjoyed employment totals that have grown substantially, the Brillion population has been at or about 3,000 since 2007. If nothing is done and Brillion stays on the same path, the current employment picture will decrease due to the lack of employee opportunities. By not having things that draw new employees to Brillion and not having better amenities and services to keep the exiting 2,000 employees interested and wanting to come to Brillion daily, businesses will lose employees and not be able to attract causing the need for our thriving businesses to look elsewhere to grow, outsource work or close plants in Brillion.



REQUEST FOR PROPOSALS

Seeking Housing Developer Qualifications and Financial Proposals for the Brillion Redevelopment Authority Downtown Redevelopment Project

INTRODUCTION

This request for proposals (RFP) seeks developer qualifications and financial proposals for qualified housing developers for the purchase and development of a “housing complex” building to be located at 203 N. Main Street, Brillion, Wisconsin (formerly the old T & C Market property). The property is a 1.040-acre vacant parcel owned by the Brillion Redevelopment Authority (RDA) and is located in the hub of the Brillion Downtown District.

This document presents the characteristics of the site, its context, and general information related to its development potential. The information shall not be treated as inclusive of all data available, but shall be considered a reasonable attempt to expose the reader to key elements of the Downtown Redevelopment Project plan. This document also outlines the roles of interested parties, the minimum submission requirements, and the selection process. The purpose is to establish the decision process that the RDA will undertake to consider the best proposal and best qualified development team.

BACKGROUND

In February 2018 the Redevelopment Authority (RDA) of the City of Brillion approved the Brillion Redevelopment Authority Downtown Redevelopment Project Plan for the redevelopment of the former (HUB) Main Street Square property at 205 N. Main Street, Brillion, Wisconsin (Attached).

The proposed redevelopment plan included two phases. Phase 1, the “City Center” building to be located on the eastern portion of the property. In 2018 the City entered into a lease agreement with the IPR Group to own the property and building and lease it back to the City. The construction was complete in January 2019 and the City Administration now occupies the property.

Phase 2, the “Housing Complex” would be a 24-40-unit housing complex with enclosed garage. The RDA has acquired the property and in 2018 the City received a Wisconsin Economic Development Corporation Community Development Investment grant for \$250,000.00 for the demolition and infrastructure costs to prepare the site for the housing complex.

The Brillion Redevelopment Authority seeks proposals and qualifications from housing developers to purchase and develop of Phase 2 of the Brillion Redevelopment Authority Downtown Redevelopment Project Plan.



SITE DATA

VISION

The RDA envisions a 3-4 story wood-framed apartment building with concrete underground parking. The building could contain 24-40 living units, an elevator in a concrete masonry unit shaft, two main stair towers and fire-rated construction elements to meet local, state and federal codes. The finished units will have completed HVAC, electrical, data, and plumbing systems. The planned building footprint would be approximately 12, 500 square feet, bringing a tax base of \$6,000,000.00 to the RDA district.

The chosen developer would be responsible for the following improvements to the site: sidewalks, parking lot, landscaping, storm water improvements, water and sanitary connections/laterals to ensure fire suppression and residential water usage.

REGULATIONS

The site is currently zoned R-3 Multi-Family Residential District. To encourage a multifamily residential environment that is compatible with the residential character of the City, building permits for permitted uses in the R-3 Multi-Family Residential District shall not be issued without review and approval of the City Plan Commission. Such review and approval shall be concerned with general layout, building plans, ingress, egress, parking, landscaping and open space utilization.

The regulations for the R-3 Multi-Family Residential District can be found in the City's Municipal Code, Sec. 106-93, which is on the City's website.



DEVELOPMENT INTENT

Request for Proposals (RFP)

The Redevelopment Authority of the City of Brillion, Wisconsin (RDA) is seeking sealed Proposals from a highly qualified housing developer (Developer) capable of carrying out the vision of the RDA for the “Housing Complex” phase of the Downtown Redevelopment Project plan. The RDA is seeking the best-qualified Developer for the Project that has successful experience with housing complex developments. Consequently, the RDA is undertaking this Request to help ensure that subsequent discussions regarding a specific proposal are conducted with a Developer that the RDA feels possesses the essential successful past experience, creativity and financial capability to ensure a successful housing complex development.

It is anticipated that the City will select one single Developer (or Development Team) to executive the Project. The RDA anticipates working closely and cooperatively with the selected Developer; however, the RDA does not currently anticipate entering into any other formal relationship with the Developer other than a development agreement related only to the subject property. The RDA, City, and Developer shall be responsible for their own resources.

The RDA reserves the right, in its sole discretion, to reject any or all responses, or parts of responses, to waive technicalities or irregularities, or to cancel, revised, or extend this RFP. This RFP does not obligate the RDA or the City of Racine to accept any response or submission or to negotiate any agreement with any responder.

RDA: The RDA’s role and intent is to act as the current owner of the site only until such time that the Developer acquires the site. Its primary role is to ensure that the RDA’s interests are being protected and furthered with the assistance of the selected Developer and through the Project implementation.

City: The City of Racine’s role and intent, through the Common Council, is to act as the final approving body for any development agreement, economic incentives, or entitlement/land use approvals.

Developer: The selected Developer may be required, as part of a development agreement, to provide certain public structures such as public sidewalks and frontages, infrastructure, landscaping, storm water detention, and parking as required to provide a complete project in conformance with a development agreement and site plan approval by the Plan Commission.

RDA/City Consultant(s): The RDA and City of Brillion have retained various consultants to assist the RDA with various aspects of the Project. The RDA may, at certain times, designate certain consultants to act as agents of the RDA; however, the RDA would expressly define this in writing prior to such occurrence. At no time will an RDA/City consultant have unilateral authority to direct or approve any aspects of the Project on the RDA or City’s behalf.

Development Agreement [“Agreement”]: The agreement which shall be approved by the RDA and City of Brillion Common Council and signed by both parties in which the Developer has agreed to undertake the redevelopment of the site in accordance with the City-approved plans and pursuant to the terms and conditions of the redevelopment agreement. The redevelopment agreement will contain provisions governing all aspects of the Project, including, but not limited to, due diligence periods, conveyance, development and zoning approvals, Developer and RDA/City obligations, security requirements, infrastructure improvements, letters of credit, construction schedule and possible development incentives. The decision to approve or not approve any redevelopment agreement rests solely with the City and RDA and this RFP does not require or obligate the City or the RDA to enter into any development or other agreement.

Project Goals and Objectives

The goal of the RDA and City of Brillion is to provide a high quality, fiscally successful Housing Complex that enhances the neighborhood and meets the spirit and intent of the Downtown Redevelopment Project Plan.

SUBMISSION REQUIREMENTS - PROPOSAL

All proposals are to contain the information listed below and tabbed in the order shown.

Cover Letter

The cover letter, signed by an authorized representative of the proposing firm, must contain a commitment to construct what is proposed in the submission. Each proposal must indicate a return mailing address, contact person with his/her telephone and fax numbers and e-mail address. The cover letter may also contain pertinent facts or details of the proposal which the proposer desires to emphasize.

Development Team Members, Organization, and Qualifications

Provide an organizational chart identifying all team members and their reporting relationships and identify the contractual structure of the proposer (i.e. joint venture, partnership, etc.), percentage of ownership and responsibilities.

Provide qualifications and specialized experience of the firm(s) and key development staff to be involved in the purchase and redevelopment of the property:

- Describe current and previous experience on similar projects (completed within the last five years), including relevant experience in design and implementation of developments similar to the development proposed.
- Provide references including client name, address and telephone number.
- Include current resumes of each team member and current resumes for key individuals with project responsibility.

Proposed Use and Concept Design

The proposal must include the following:

- Describe the project. Provide a scope of work identifying the parcel(s) included in the proposal, structures to be rehabilitated, square feet of infill development and description of amenities to be included.
- Discuss the occupancy of the completed project. Include a list of project features and amenities, and describe the target market for the proposed concept.
- Anticipated unit sale prices and/or rents on a per unit basis. For leased spaced, a summary of the projected rents and rental terms must also be included.
- Parking locations and counts.
- Infrastructure, streetscape or other public improvements that may be required to facilitate the proposed project.
- A proposed site plan at a scale of 1" = 100 feet and a density summary.
- Elevations of proposed structures with a detailed description of the palette of building materials and landscape materials with photographs and representative examples.

Budget and Financing

- Estimate of total development costs broken out by hard and soft costs and financing, including any municipal assistance anticipated.
- Five year operating pro forma.
- Proposed purchase sale price and anticipated assessed value of development.
- Submit evidence of the capability to secure equity capital and construction financing for the project.

Development Schedule

Present a complete development schedule for the project including approvals, construction, marketing and absorption of the buildings proposed. Include detail on phasing, if applicable.

Confidentiality

With respect to confidentiality, prospective developers may designate proprietary information contained in proposals as confidential subject to the Wisconsin Public Records Law. Clearly mark such information as "CONFIDENTIAL."

Additional Comments

All proposers are advised that any cost incurred in the preparation, submittal or negotiation of the proposal is borne exclusively by the proposer. All proposals will become the property of the City of Brillion and will not be returned to the proposers.

Maps of the redevelopment parcels can be provided to the proposers upon request. Proposers are hereby notified that all locations and dimensions are approximate, and maps may contain errors.

Selected developers will be responsible for securing building and other required permits from the City of Brillion consistent with the codes, ordinances and regulations of the City.

The City of Brillion reserves the right to negotiate all terms and conditions with all parties, to waive any formalities, to negotiate final costs, to accept the proposal determined to be the most advantageous to the City, to reject any or all proposals, to remove the property from the market at any time without advance notice and to continue to market the property to others until the sale of subject parcels is finalized.

All qualified applicants will receive consideration without regard to race, sex, handicap, religion, creed, political affiliation, color or national origin.

Proposals must be submitted to the Brillion City Administrator, 201 N Main Street, Brillion WI, 54110. Proposals are to be submitted in a sealed envelope marked "Downtown Brillion Development Project". Proposals submitted by facsimile transmission will not be accepted.

EVALUATION

Review Process

In evaluating the submitted proposals, the RDA will consider the following, which are not listed in order of importance:

1. Quality of the proposed development and suitability for the City of Brillion.
2. Professional and technical competence as evidenced by:
 - Professional qualifications and specialized experience of the developer.
 - Current and past performance of the developer on similar projects.
3. Financial qualifications of developer, including a proven ability to obtain financing for similar projects and the amount of equity required for this proposal.
4. Project completion schedule.
5. Total investment contemplated (tax base generated) and rental rate offered.

SELECTION PROCESS

- a. The City will review and evaluate all developer submissions in accordance with the evaluation criteria.
- b. Based on the evaluation of developer submissions, a "short-list" of developers will be invited for an oral presentation to the City.
- c. Interviews will then take place to define the financial terms and scope of development plan. The "short-list" developers may be asked to prepare more detailed information. This may include, but not be limited to:

- d. A refined development program for the project.
- e. A revised site plan.
- f. Additional renderings and/or elevations of the proposed parcels.
- g. Selected developer(s) will be asked to make an oral presentation to the City of Brillion redevelopment planning body, who will make a recommendation to the Plan Commission and Common Council.
- h. Site plan(s) will be submitted to the Plan Commission.
- i. The report of the redevelopment planning body, and authorization for City officials to enter into appropriate developer agreement(s), will be forwarded to the Common Council, together with the Plan Commission's recommendation(s) on the site plan.

Developer Agreement

When the City has selected a developer and any additional requirements imposed by the City have been met, the City and the developer will enter into a binding developer's agreement that will include more specific terms and conditions regarding project completion.

City Contact

Proposals are due on _____. Proposals should include one (1) printed copy as well as a digital version of proposal documents.

For additional information regarding the property or submission of proposals contact the City Administrator at (920) 756-2250 between 8:00 am – 4:30 pm Monday – Thursday, 8:00 am – 3:00 pm Friday.

Lori M. Gosz
Administrator/Clerk-Treasurer
201 N. Main Street
Brillion, WI 54110
E-mail: admin@ci.brillion.wi.us
Website: www.ci.brillion.wi.us

Report

Feasibility Study

Prepared For The

CITY OF BRILLION
RURAL DEVELOPMENT AUTHORITY
CALUMET COUNTY, WISCONSIN

MAY 22, 2017

IPR No. B1099-3-17-00103

AJV:jlh



Report

Feasibility Study

Prepared For The

CITY OF BRILLION
RURAL DEVELOPMENT AUTHORITY
CALUMET COUNTY | WISCONSIN

MAY 22, 2017
IPR No. B1099-3-17-00103.00

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- IX. NEXT STEPS

ATTACHMENTS

Exhibit A Proposed City Center

Report

Feasibility Study

Prepared For The

CITY OF BRILLION RURAL DEVELOPMENT AUTHORITY CALUMET COUNTY | WISCONSIN

MAY 22, 2017
IPR No. B1099-3-17-00103.00

I. HISTORY /PREVIOUS REPORTS

In March 2017 the Brillion Rural Development Authority (RDA) approved a Phase I Feasibility Study to be conducted by Integrated Public Resources (IPR). The scope of services for this study include the review of areas of Brillion which need improvements, proposed solutions to address these needs, and prepare projected costs to consider projects to accomplish these needs.

As background for this study, IPR reviewed the following studies completed for the City of Brillion:

- 2002 Downtown Strategic Plan
- 2002 Community Market Analysis
- 2003 Citizen Survey
- 2003 Housing Needs Assessment
- 2006 RDA Improvement Plan
- 2008 Downtown Observation by Lyn Falk
- 2009 Revised Coordinated Comprehensive Plan
- 2009 Downtown Master Plan
- 2012 – 2016 Comprehensive Park and Outdoor Recreation Plan
- 2012 ESRI Demographic Info
- 2016 Downtown Visioning Session Summary
- 2016 The HUB by Rob Hussey

IPR attended several RDA /P-3 Leadership Community meetings from March to May to receive input into the community needs and ideas. In addition, IPR met with community business leaders on April 11 and April 24, 2017 to receive their comments and input.

II. AREAS IN NEED OF ATTENTION

After receiving input from the community, the business leaders and participants from the Downtown Visioning Session, the following areas were identified as areas which could use some attention or improvement:

- New City Hall
- New Safety Center
- City Square
- Downtown Housing
- Old homes
- Apartment on Custer
- Richards
- Home Town
- Randy's
- Community Center
- Old Piggly Wiggly (Hwy PP)
- Juices
- Post Office
- Bullwinkle's Building
- Fill empty lots
- Main Street condition highway to downtown
- Downtown family rentals
- Rental building next to Schrolh's
- Day Auto
- Corner of Water and Main
- Baker Bills
- Hometown
- Chinese Restaurant
- JMR Builder
- Bank Mutual

These areas are documented in the City of Brillion Downtown Visioning Sessions Summary conducted by East Central Wisconsin Planning Commission.

III. IDENTIFY STAKEHOLDERS

This feasibility study, while being conducted for the Billion RDA, is considering the needs of multiple stakeholders. Stakeholders include the major industries of the community, retail and service companies of the community, other service industries, residents, and employees and customers of the companies in Brillion, and local government officials.

IV. STAKEHOLDER NEEDS

The primary need of industry and business in the City of Brillion is the need for housing of employees. These major employers want their employees to be part of the community. Employees are also looking to locate near their place of employment in order to reduce the amount of time spent commuting to their place of employment. Industry and business leaders are also looking to make Brillion a better place to live and do business in.

The stakeholder group of residents is looking to improve the community perception and illustrate that the community is growing and moving forward. They desire new growth. Residents are also looking for improved amenities like additional park and open space, and connections to trails and recreational opportunities. They are looking forward to improving their quality of life. Residents are concerned with the ability to park downtown and at the Community Center.

Local government officials are also concerned with the community perception especially after the community suffered a major setback when the Brillion Iron Works closed their manufacturing facility. It is important to now show that Brillion is able to respond and foster new development. From a budgetary perspective it is critical to increase the tax base in light of levy limits, which takes into consideration net new construction. Economic growth is essential for the community. The local government officials are also concerned with the ability to conduct business in the current City Hall. Space is tight and not conducive for efficient operations. There is also a concern with security to the central corridor and offices. Finally, there is concern with the ability to keep juvenile appearances at municipal court confidential.

The needs of the various stakeholders can be both harmonious and in conflict with one another. The goal of any project is to build upon the common needs and minimize the needs that are in conflict.

V. SOLUTIONS TO ADDRESS NEEDS

IPR identified several potential solutions to meet the needs of the various stakeholders. The solutions were classified in the current and short term project, mid-range projects, and long term projects which are identified below.

A. Current and Short-Term Project

Recently the City decided to make improvements to the Community Center. In addition, private development occurred south of Jackson Street in the downtown district. This leaves the former HUB Center as the area in most need of improvement. This section, which is bordered by Main, Jackson, Custer, and Center is really a “City Center” and is one of three main focal points of downtown Brillion. To the south is the retail center and to the north is the Community Center. The existing buildings on the former HUB

property are currently privately owned and the parking area is owned by the City of Brillion.

This section was identified in the 2006 Redevelopment District Plan as a high priority for the Redevelopment Authority in addressing the community center issue. This “City Center” project (attached as Exhibit A) would be the new home of the City Hall which would be constructed inside a building and along with 36 housing units. The City Hall portion would include offices for City Administration staff, customer counter, Council Chambers, conference room, and storage space. The “City Center” project will also include a public green space, be designed to accommodate a farmers market and have a total of approximately 150 parking stalls, which is about 72 more than the amount required by code. There are also parking spaces available on the street, which are not included in the total on-site parking.

The proposed “City Center” project does not include space for Police, Fire, or Ambulance. Space for these public safety functions will be discussed in the mid-range section. The concept of having a mixed-use space such as City Hall Administration and housing is a more compatible use than including public safety functions which can be a more complicated and challenging use with the inclusion of a housing component. The other factor which was considered is the size and available footprint to house all of the desired functions at the “City Center” location.

B. Mid-Range and Long-Range Projects

The next project should include a discussion and decision on the location of the Police, Fire, and Ambulance facilities. One option is to expand all of the public safety functions at the current location at 130 Calumet Street. The Police Department could expand into the portion of the building which currently houses the Administration functions. One of the issues with the building at 130 Calumet Street is the size and space for fire apparatus. This facility has minimum garage door openings for the modern versions of firefighting equipment. Doors must be both higher and wider. There have been some discussions about moving the fire station portion to property along Highway 10. A separate fire location facility study could be conducted to identify the best location for the public safety facilities.

The City of Brillion is also in the process of completing a housing study by East Central Wisconsin Regional Planning Commission. To assist with the need for work force housing the City should be actively promoting additional housing units. The City should continue to promote housing consistent with the long range vision of containing a wide variety of housing types to meet the lifestyle, demographic, and economic needs and desires of its residents. The City should try to increase the supply of affordable to moderate income households for employees of local businesses and increase the supply of alternative housing opportunities to serve residents of all ages, including independent and assisted living facilities for elderly residents.

The community also needs to develop a long range plan for the former Brillion Iron Works property. Prior to any activity an environmental assessment of the property should be completed. The proposed uses of this property could include a mixture of commercial, light manufacturing, residential, park and public or open space, and for potential storm water management projects. Residential lots would fit in nicely along Park Avenue and along N. Parkway Drive.

Another project the City should consider is to connect the trails and parks with a comprehensive trail system. The trail system could also incorporate using existing streets as a connection point through the downtown area.

It is important to remember that with all of the current or longer term projects that no development stands alone and that structures and public spaces should be designed to allow for multiple uses. This mixed-use concept helps generate more traffic and revenue. The other concept that should be considered is that any new development creates a sense of place. People are searching for places in which they will feel comfortable and connected.

VI. COST AND POTENTIAL RESOURCES

IPR has prepared a preliminary projected cost for the “City Center” project identified in the current phase of projects listed above. The preliminary estimate to construct 36 housing units, an enclosed garage, and City Hall is between \$7 and \$9 million. This cost does not include the acquisition and razing of the current structure at 205 N. Main Street and does not include any site preparation work. It is assumed that the RDA will acquire and relocate the current tenant, Dollar General. The final cost of the City Center project is dependent on the final site layout and construction materials, interior and exterior finishing and the final building floor plans.

The City Center project could be constructed as a public/private partnership and financed by the private sector. The private sector would own and operate the housing portion of the project and lease the City Hall space to the City of Brillion. The terms and conditions of the development and the lease would be subject to a development agreement, which would be negotiated and approved by the Brillion City Council.

Other potential resources that could be used for the construction of the City Center project include the use of tax increment financing, low and moderate income tax credits, and new market tax credits.

The RDA and the City of Brillion might also wish to explore other potential grant and funding sources for the acquisition, demolition and site preparation costs.

VII. PARKING NEEDS

While not designed to meet the parking needs of the downtown area, the current parking lot at 205 N. Main Street provides parking for the public and employees at neighboring businesses and

other downtown uses and events. The newly designed City Center project provides more parking than what is required and needed for the site. The current design calls for 36 garage spaces and 115 surface spaces, for a total of 151 spaces. The required parking for a project of this scope is 78 spaces. Therefore, the City Center project is providing 73 more spaces for the additional needs of downtown Brillion.

VIII. RATIONAL TO START SHORT TERM PROJECTS NOW

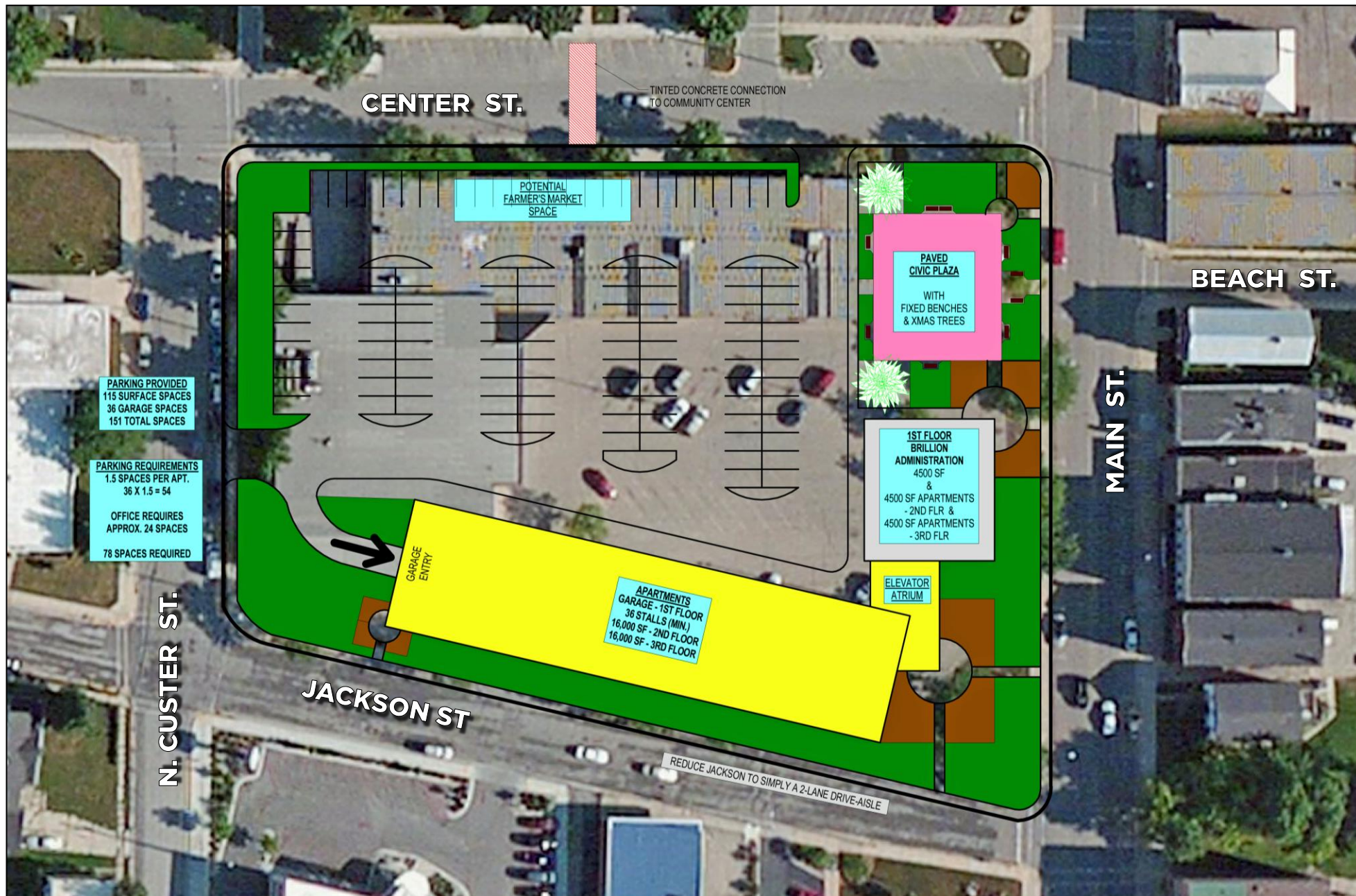
The City of Brillion has conducted at least 12 studies since 2002. While the City has looked at various scenarios and potential projects, very few have come to fruition. The private sector is now willing to be an active partner to help move the community forward, improve the perception of the community and meet the need of attracting and retaining working class residents for its major employers. Sometimes it takes the right set of circumstances for all the interested parties to come together and make things happen. Now is the time for all parties, business leaders, residents, and community leaders to come together and help move Brillion forward. While it's hard to find the perfect project, the City Center is an economically feasible project to add housing and residents to the downtown area and to help finance one of the crucial needs of the City. The City Center project is not the end-all project. It is a project whose time has come and can or should be a catalyst for future projects. It is the first step; and sometimes the first step is always the hardest to take.

IX. NEXT STEPS

This Phase I Report serves as a way to prove the project is reasonable and should move forward. The next phase is to look at the proposed concept, The City Center, as realistic and practical. The next phase should finalize what the exact site plan will look like and what exterior materials and style should be utilized.

The next step will also identify financing options including key investors, how the private sector investment could be structured, and the amount of the investments. The private sector would also need to prepare a pro forma for the operations of the housing component and identify how much revenue could be expected from the public sector from the lease of the public portion of the facility, if that option is selected.

The private sector group should also prepare for a public open house or presentation to explain the project and answer questions. Public input is critical to ensure the public is informed and part of the decision making process. After public input is received, a development agreement can be prepared and submitted to City officials to document the terms and conditions for the construction and operations of the City Center Project.



Report

Feasibility Study

Prepared For The

REDEVELOPMENT AUTHORITY COMMISSION CITY OF BRILLION CALUMET COUNTY, WISCONSIN

REVISED: JULY 7, 2017
MAY 22, 2017

IPR No. B1099-3-17-00103

AJV:jlh



Report

Feasibility Study

Prepared For The

REDEVELOPMENT AUTHORITY COMMISSION CITY OF BRILLION

CALUMET COUNTY | WISCONSIN

REVISED: JULY 7, 2017
MAY 22, 2017
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ATTACHMENTS

- Exhibit A Proposed City Center
- Exhibit B Housing Profile – City of Brillion

Report

Feasibility Study

Prepared For The

REDEVELOPMENT AUTHORITY COMMISSION CITY OF BRILLION

CALUMET COUNTY | WISCONSIN

REVISED: JULY 7, 2017

MAY 22, 2017

IPR No. B1099-3-17-00103.00

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As background for this study, IPR reviewed the following studies completed for the City of Brillion:

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- 2008 Downtown Observation by Lyn Falk
- 2009 Revised Coordinated Comprehensive Plan
- 2009 Downtown Master Plan
- 2012 – 2016 Comprehensive Park and Outdoor Recreation Plan
- 2012 ESRI Demographic Info
- 2016 Downtown Visioning Session Summary
- 2016 The HUB by Rob Hussey

IPR attended several RDA / P-3 Leadership Community meetings from March to May to receive input into the community needs and ideas. In addition, IPR met with community business leaders on April 11 and April 24, 2017 to receive their comments and input.

II. AREAS IN NEED OF ATTENTION

After receiving input from the community, business leaders, and participants from the Downtown Visioning Session, the following areas were identified as areas which could use attention or improvement:

- City Hall
- Safety Center
- Main Street Square
- Downtown Housing
- Old Homes
- Apartment on Custer Street
- Richards (vacant)
- Home Town
- Randy's Central
- Community Center
- Old Piggly Wiggly (Hwy 'PP')
- Bowlwinkles / Spilt Happens Bowling Alley & Bar
- Bullwinkles / M & P Smokehouse BBQ
- Fill empty lots
- Main Street condition highway to downtown
- Rental Building next to Schroth's Floral
- Day Auto (vacant)
- Baker Bills
- JMR (corner of Water Street and Main Street – vacant)
- Schroth's Floral

These areas are documented in the City of Brillion Downtown Visioning Sessions Summary conducted by East Central Wisconsin Planning Commission.

III. IDENTIFY STAKEHOLDERS

This feasibility study, while being conducted for the Brillion RDA, is considering the needs of multiple stakeholders. Stakeholders include the major industries of the community, retail and service companies of the community, other service industries, residents, and employees and customers of the companies in Brillion, and local government officials.

IV. STAKEHOLDER NEEDS

The primary need of industry and business in the City of Brillion is the need for housing of employees. These major employers want their employees to be part of the community. Employees are also looking to locate near their place of employment in order to reduce the amount of time spent commuting. Industry and business leaders are also looking to make Brillion a better place to live and do business in.

The stakeholder group of residents is looking to improve the community perception and illustrate that the community is growing and moving forward. They desire new growth. Residents are also looking for improved amenities like additional park and open space, and connections to trails and recreational opportunities. They are looking forward to improving their quality of life. Residents are concerned with the ability to park downtown and at the Community Center.

Local government officials are also concerned with the community perception especially after the community suffered a major setback when the Brillion Iron Works closed their manufacturing facility. Now it is important to show that Brillion is able to respond and foster new development. From a budgetary perspective, it is critical to increase the tax base in light of levy limits, which takes into consideration net new construction. Economic growth is essential for the community. The local government officials are also concerned with the ability to conduct business in the current City Hall. Space is tight and not conducive for efficient operations. There is also a concern with security to the central corridor and offices. Finally, there is concern with the ability to keep juvenile appearances at municipal court confidential.

The needs of the various stakeholders can be both harmonious and in conflict with one another. The goal of any project is to build upon the common needs and minimize the needs that are in conflict.

V. SOLUTIONS TO ADDRESS NEEDS

IPR identified several potential solutions to meet the needs of the various stakeholders. The solutions were classified in the current and short term projects, mid-range projects, and long term projects which are identified below.

A. Current and Short-Term Projects

Recently the City decided to make improvements to the Community Center. In addition, private development occurred south of Jackson Street in the downtown district. This leaves the former HUB Center as the area in most need of improvement. This section, which is bordered by Main Street, Jackson Street, Custer Street, and Center Street is really a "City Center" and is one of three (3) main focal points of downtown Brillion. To the south is the retail and banking center and to the north is the Community Center. The existing buildings on the former HUB property are currently privately owned and the parking area is owned by the City of Brillion.

This section was identified in the 2006 Redevelopment District Plan as a high priority for the Redevelopment Authority in addressing the community center issue. This City Center project (attached as Exhibit A) would be the new home of the City Hall which would be constructed inside a building and along with 36 housing units. The City Hall portion would include offices for City Administration staff, customer counter, Council Chambers, conference room, and storage space. The City Center project will also

include a public green space, be designed to accommodate a farmers market and have a total of approximately 150 parking stalls, which is about 72 more than the amount required by code. There are also parking spaces available on the street, which are not included in the total on-site parking.

The proposed City Center project does not include space for Police, Fire, or Ambulance. Space for these public safety functions will be discussed in the mid-range section. The concept of having a mixed-use space such as City Hall Administration and housing is a more compatible use than including public safety functions which can be a more complicated and challenging use with the inclusion of a housing component. The other factor which was considered is the size and available footprint to house all of the desired functions at the City Center location.

B. Mid-Range and Long-Range Projects

The next project should include a discussion and decision on the location of the Police, Fire, and Ambulance facilities. One option is to expand all of the public safety functions at the current location at 130 Calumet Street. The Police Department could expand into the portion of the building which currently houses the Administration functions. One of the issues with the building at 130 Calumet Street is the size and space for fire apparatus. This facility has minimum garage door openings for the modern versions of firefighting equipment. Doors must be both taller and wider. There have been some discussions about moving the fire station portion to property along Highway 10. A separate fire location facility study could be conducted to identify the best location for the public safety facilities.

The City of Brillion continues to promote housing consistent with the long range vision of containing a wide variety of housing types to meet the lifestyle, demographic, and economic needs of its residents. The City has also identified the need to increase the supply of affordable housing to moderate income households for employees of local businesses and to provide alternative housing opportunities including independent and assisted living facilities for elderly residents. As such, the City of Brillion is working with the East Central Wisconsin Regional Planning Commission to complete a short study which is focused on the existing housing stock within the downtown environment. While the study pays particular attention to inventorying the apartments which exist above commercial structures along Main Street, it also seeks to address the City's need for work force housing by identifying additional opportunities for the conversion of vacant lands or underutilized buildings in the downtown area into new work force housing units. This study will be completed near mid-summer of 2017 and may offer additional insights on future redevelopment project opportunities. A "Housing Profile" was provided by East Central Wisconsin Regional Planning Commission and is attached as Exhibit B.

The community also needs to develop a long range plan for the former Brillion Iron Works property. Prior to any activity an environmental assessment of the property should be completed. The proposed uses of this property could include a mixture of commercial, light manufacturing, residential, park and public or open space, and for potential stormwater management projects. Residential lots would fit in nicely along Park Avenue and along N. Parkway Drive.

Another project the City should consider is to connect the trails and parks with a comprehensive trail system. The trail system could also incorporate using existing streets as a connection point through the downtown area.

It is important to remember that with all of the current or longer term projects that no development stands alone and structures and public spaces should be designed to allow for multiple uses. This mixed-use concept helps generate more traffic and revenue. The other concept which should be considered is that any new development creates a sense of place. People are searching for places in which they will feel comfortable and connected.

VI. COST AND POTENTIAL RESOURCES

IPR has prepared a preliminary projected cost for the City Center project identified in the current phase of projects listed above. The preliminary estimate to construct 36 housing units, an enclosed garage, and City Hall is between \$7 and \$9 million. This cost does not include the acquisition and razing of the current structure at 205 North Main Street and does not include any site preparation work. It is assumed that the RDA will acquire the existing buildings and relocate the current tenant, Dollar General. The final cost of the City Center project is dependent on the final site layout and construction materials, interior and exterior finishing, and the final building floor plans.

The City Center project could be constructed as a public/private partnership and financed by the private sector. The private sector would own and operate the housing portion of the project and lease the City Hall space to the City of Brillion. The terms and conditions of the development and the lease would be subject to a development agreement, which would be negotiated and approved by the Brillion City Council.

Other potential resources that could be used for the construction of the City Center project include the use of tax increment financing, low and moderate income tax credits, and new market tax credits.

The RDA and the City of Brillion might also wish to explore other potential grant and funding sources for the acquisition, demolition and site preparation costs.

VII. PARKING NEEDS

While not designed to meet the parking needs of the downtown area, the current parking lot at 205 North Main Street provides parking for the public and employees at neighboring businesses and other downtown uses and events. The newly designed City Center project provides more parking than what is required and needed for the site. The current design calls for 36 garage spaces and 115 surface spaces, for a total of 151 spaces. The required parking for a project of this scope is 78 spaces. Therefore, the City Center project is providing 73 more spaces for the additional needs of downtown Brillion.

VIII. RATIONALE TO START SHORT TERM PROJECTS NOW

The City of Brillion has conducted at least 12 Downtown Development studies since 2002. While the City has looked at various scenarios and potential projects, very few have come to fruition. The private sector is now willing to be an active partner to help move the community forward, improve the perception of the community, and meet the need of attracting and retaining working class residents for its major employers. Sometimes it takes the right set of circumstances for all the interested parties to come together and make things happen. Now is the time for all parties, business leaders, residents, and community leaders to come together and help move Brillion forward. While it's hard to find the perfect project, the City Center is an economically feasible project to add housing and residents to the downtown area and to help finance one of the crucial needs of the City. The City Center project is not the end-all project. It is a project whose time has come and can or should be a catalyst for future projects. It is the first step; and sometimes the first step is always the hardest to take.

IX. NEXT STEPS

This Phase I Report serves as a way to prove the project is reasonable and should move forward. The next phase is to look at the proposed concept, The City Center, as realistic and practical. The next phase should finalize what the exact site plan will look like and what exterior materials and style should be utilized.

The next step will also identify financing options including key investors, how the private sector investment could be structured, and the amount of the investments. The private sector would also need to prepare a pro forma for the operations of the housing component and identify how much revenue could be expected from the public sector from the lease of the public portion of the facility, if that option is selected.

The private sector group should also prepare for a public open house or presentation to explain the project and answer questions. Public input is critical to ensure the public is informed and part of the decision making process. After public input is received, a development agreement can be prepared and submitted to City officials to document the terms and conditions for the construction and operations of the City Center Project.

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EXHIBIT A

PROPOSED CITY CENTER



EXHIBIT A

PROPOSED CITY CENTER

CITY OF BRILLION, WISCONSIN

McM #81099-3-17-00103.00 5/24/2017
ID: PPT\2017\PR\BRILLION-PROPOSED CITY CENTER-EXHIBIT A.PPTX AVJ:JMK

EXHIBIT B

HOUSING PROFILE – CITY OF BRILLION

HOUSING PROFILE

City of Brillion, WI

Population

Regional/State Population 2016*

City of Brillion.....	3,174
Calumet County.....	50,416
State of Wisconsin.....	5,795,428

Population Trends

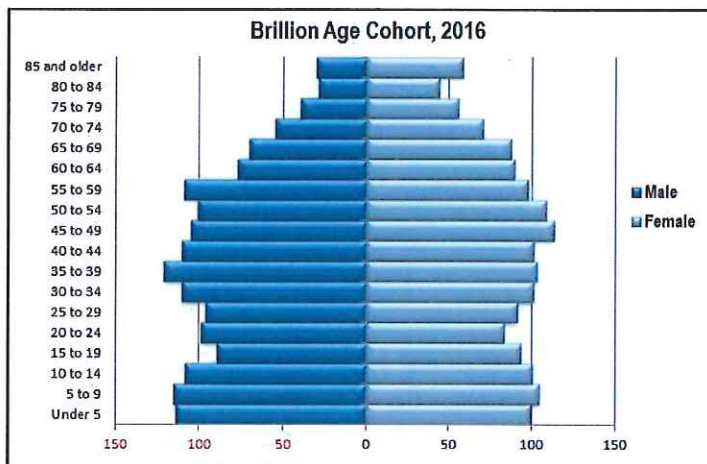
Year	Number	Percent Change
1990	2,840	
2000	2,937	3.4%
2010	3,148	7.2%
2016*	3,174	0.8%
2021*	3,190	0.5%

Source: US Census – www.census.gov

*Esri Business Analyst 10.4.1, 2016-2021 data

City Age Distribution 2016

Median age	39.1
Total Males	1,578
Median age – Males	37.4
Total Females	1,596
Median age – Females	41.2



Age (years)	Totals	Males	Females
Under 5	213	114	99
5 to 9	219	115	104
10 to 14	208	108	100
15 to 19	182	89	93
20 to 24	182	99	83
25 to 29	187	96	91
30 to 34	211	110	101
35 to 39	224	121	103
40 to 44	211	110	101
45 to 49	218	105	113
50 to 54	209	101	108
55 to 59	206	109	97
60 to 64	166	77	89
65 to 69	157	70	87
70 to 74	125	55	70
75 to 79	95	40	55
80 to 84	73	29	44
85 and over	88	30	58

Source: Esri Business Analyst 10.4.1, 2016-2021 data

Households by Type

Total households.....	1,202
Average household size	2.63
Average family size.....	3.12
Households with individuals under 18	460
Households with individuals 60 and older	436

Family households

Total Number	883
With own children under 18	453

Female householder, no husband present

Total Number	160
With own children under 18 years	126

Non-family households

Total Number	319
Householder living alone	308
Householder living alone age 65 and over ...	139

Source: U.S. Census, 2011-2015 ACS 5-Year Estimates, S1101

Household Income

2016 Median Household Income	\$57,999
2021 Median Household Income	\$62,010

Source: U.S. Census Bureau, Census 2010 SF-1
Esri forecasts for 2016 & 2021

Special Needs/Elderly

Program	Brillion	Calumet Co.
Adult Day Care Programs.....	0	0
Adult Family Home Capacity	1	7
CBRF Capacity	87	360
Residential Care Apt. Units	1	2
Total Units.....	88	369

Source: WDHFS, Office of Quality Assurance, May 2017

Housing Supply Availability

Occupancy Status	Number	MOE
Total Housing Units	1,256	+/-81
Occupied.....	1,202	+/-74
Owner	886	+/-105
Renter	316	+/-94
Vacant.....	54	+/-58

2015 Owner Occupied Housing Units by Age of Householder

	Occupied Units	Owner Occupied Units	
		Number	% of Occupied
Total	1,202	886	73.7%
15-24	33	0	0.0%
25-34	174	106	60.9%
35-44	270	238	88.1%
45-54	233	168	72.1%
55-64	180	64	85.6%
65-74	108	91	84.3%
75-84	120	92	76.7%
85+	67	37	55.2%

2015 Owner Occupied Housing Units by Size and Home Ownership

	Occupied Units	Owner Occupied Units	
		Number	% of Occupied
Total	1,202	886	73.7%
1-Person	308	124	40.3%
2-Person	409	392	95.8%
3-Person	170	144	84.7%
4-Person	159	104	65.4%
5-Person	104	70	67.3%
6-Person	27	27	100.0%
7+ Person	25	25	100.0%

Vacant Housing Units	Number	MOE
Total.....	54	+/-58
For Rent	54	+/-58
Rented – Not Occupied	0	+/-9
For Sale Only	0	+/-9
Sold – Non Occupied	0	+/-9
Seasonal/Recreational.....	0	+/-9
For Migrant Workers	0	+/-9
Other Vacant.....	0	+/-9

Source: U.S. Census, 2011-2015 ACS 5-Year Estimates, B25004, B25007, and B25009

Housing Units by Structure Type

	Estimate	Margin of Error	Percent
Total housing units	1,256	+/-81	100.0%
1-unit, detached	850	+/-90	67.7%
1-unit, attached	16	+/-17	1.3%
2 units	113	+/-71	9.0%
3 or 4 units	58	+/-51	4.6%
5 to 9 units	76	+/-55	6.1%
10 to 19 units	8	+/-12	0.6%
20 or more units	109	+/-47	8.7%
Mobile home	26	+/-16	2.1%
Boat, RV, van, etc.	0	+/-9	0.0%

Source: U.S. Census, 2011-2015 ACS 5-Year Estimates, DP04

Homeownership

2015 Mortgage Status	Number	Percent
Total	886	100.0%
Owned w/ a Mortgage/Loan...	611	69.0%
Owned Free & Clear	275	31.0%

Source: U.S. Census, 2011-2015 ACS 5-Year Estimates, B25081

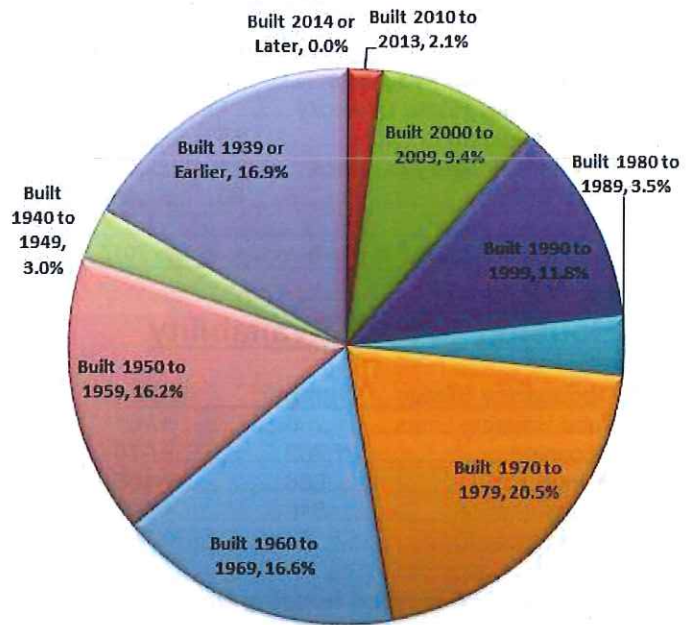
Residency

	Estimate	MOE +/-	Percent
Population 1 year and over	3,153	+/-29	3,153
Same house	3,046	+/-86	96.6%
Different house in the U.S.	107	+/-81	3.4%
Same county	73	+/-69	2.3%
Different county	34	+/-43	1.1%
Same state	34	+/-43	1.1%
Different state	0	+/-9	0.00%
Abroad	0	+/-9	0.00%

Source: U.S. Census, 2011-2015 ACS 5-Year Est., DP02

Housing Age

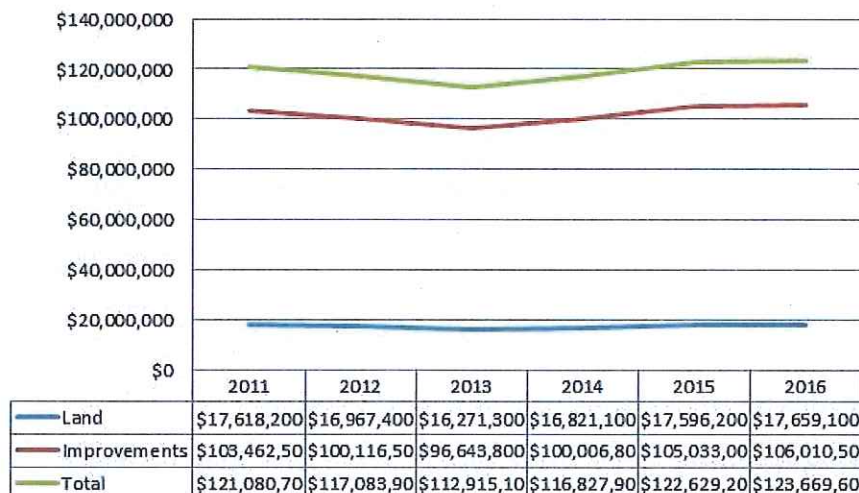
	Number	MOE +/-	Percent
Built 2014 or Later	0	+/-9	0.0%
Built 2010 to 2013	26	+/-23	2.1%
Built 2000 to 2009	118	+/-54	9.4%
Built 1990 to 1999	148	+/-63	11.8%
Built 1980 to 1989	44	+/-26	3.5%
Built 1970 to 1979	258	+/-59	20.5%
Built 1960 to 1969	208	+/-75	16.6%
Built 1950 to 1959	204	+/-69	16.2%
Built 1940 to 1949	38	+/-27	3.0%
Built 1939 or Earlier	212	+/-71	16.9%
Total Housing Units	1,256	+/-81	100.0%



Source: U.S. Census, 2011-2015 ACS 5-Year Estimates, DP04

Housing Affordability





Residential Equalized Value, 2011-2016



Owner Occupied Housing Units

2016 Median Value \$120,483
2021 Median Value \$151,136

Source: WisDOR, Statement of Equalized Value, 2011-2016;
U.S. Census Bureau, Census 2010 SF-1;
Esri forecasts for 2016 & 2021

	2014	
	Count	Share
Total Primary Jobs	1,624	100.0%
 <u>Less than 10 miles</u>	751	46.2%
 <u>10 to 24 miles</u>	625	38.5%
 <u>25 to 50 miles</u>	122	7.5%
 <u>Greater than 50 miles</u>	126	7.8%

Job Counts by Distance/Direction in 2014
All Workers

The wind rose plot displays job counts by direction and distance. The directions are N, NE, E, SE, S, SW, W, and NW. The distances are marked at 80, 240, and 400. The NW direction shows the highest job counts, followed by W and SW.

	2014	
	Count	Share
Total Primary Jobs	1,356	100.0%
■ <u>Less than 10 miles</u>	544	40.1%
■ <u>10 to 24 miles</u>	705	52.0%
■ <u>25 to 50 miles</u>	96	7.1%
■ <u>Greater than 50 miles</u>	11	0.8%



East Central Wisconsin
Regional Planning Commission
ECWRPC
Calumet • McCormick • Okauchee • Shawano • Waupun • Waushara • Winnebago



Brillion City Center



Project History

- Studies and Analysis on the Downtown
 - 2002 Downtown Strategic Plan
 - 2002 Community Market Analysis
 - 2003 Housing Needs Assessment
 - 2006 Redevelopment District Improvement Plan
 - 2006 Citywide Strategic Plan
 - 2008 Downtown Observation
 - 2009 Downtown Master Plan
 - 2009 City Hall Space Needs Analysis

Project History

City Wide Plan
to promote Brillion as a destination

Relax

Enjoy

Stay

SITE HISTORY



THE HUB: 1975

**THE HUB:
2016**



Project History

- ❖ The IPR Group
- ❖ Downtown Visioning Workshop
- ❖ Private/Public Partnership was Created
- ❖ Property Acquisition



WEDC Grant

Wisconsin Economic Developer Corporation
Community Development Investment Grant

- \$250,000.00
- Rehabilitate a blighted downtown building
- Responds to employers need for workforce housing
- Develops a downtown City Center
- Facilitates further development





Join us on May 8
from 3-7 p.m.



Brillion City Center Ribbon Cutting

& Open House

201 N. Main Street | Brillion

Ribbon cutting ceremony at 3pm
followed by comments from
Mayor Gary Deiter and Lori Gosz.

Staff tours to follow.

Appetizers and refreshments will be served.







City Center Financing Options

Financing Options	Assumed Project Cost	Assumed Interest Rate	Amortization Period	Projected Monthly Pymt
City Government Borrows for the Project	\$1,000,000	3.5% - 4%	20 Years	\$5,800
Pros	<ul style="list-style-type: none"> Per State Law any new debt does not count against the City's Levy Limit. 			
Cons	<ul style="list-style-type: none"> New debt would count against City's available debt limit. As of 6/30/2017 the City's available debt limit was \$1,126,258. City would be required to follow State Law for construction, which can inflate construction costs. 			
IRP Builds/RDA Borrows for the Project	\$1,000,000	3.5% - 4%	20-40 Years	\$5,800 (20 Yr) \$4,490 (30 Yr) \$3,874 (40 Yr)
Pros	<ul style="list-style-type: none"> Any debt or obligation of the RDA is not the debt or obligation of the City and does not count against the City's available debt limit. RDA Revenue Bonds are not exempt from Levy Limit, however since the revenue source to pay the debt service on the Bonds would presumably come from the tax levy, the City would need to issue a Taxable G.O. Note annually in an amount required to make the debt service payment. By issuing a Taxable G.O. Note, the payment on this Note can be exempted from Levy Limits. RDA loans can have a longer term than standard GO debt, up to 40 year, which will keep annual payments down. 			
Cons	<ul style="list-style-type: none"> If the State Levy Limit law changed and the exemption for G.O. debt was eliminated, the City would need to absorb the debt service payment for the RDA loan into its operating budget. 			
IPR Builds/Borrows for the Project	\$1,000,000	4% - 4.5%	20 Years	\$6,330
Pros	<ul style="list-style-type: none"> Project can be complete by design-build. The City can issue a short term taxable G.O. Note annually in to cover the lease payment for the following year. 			
Cons	<ul style="list-style-type: none"> Annual lease would be higher. 			

JD

IPR BRILLION CITY CENTER, LLC MUNICIPAL LEASE AGREEMENT

This Wisconsin Commercial Lease Agreement (this "Agreement") is made and effective this 1st day of February, 2019 ("Effective Date"), by and between IPR Brillion City Center, LLC ("Landlord") and City of Brillion ("Tenant").

WHEREAS, Landlord desires to build an approximately 6,000 square foot building for the (the "Building").

WHEREAS, Landlord shall have complete control over the building and development process of the Building, including, but not limited to choosing a bank for its loan process and hiring a design firm and contractors ("Building and Development").

WHEREAS, upon substantial completion of the Building, Landlord makes available for lease to the Tenant, the entire Building and related parking lot detailed in Exhibit A, incorporated by reference as if fully set forth herein (collectively the "Leased Premises").

WHEREAS, Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

WHEREAS, this lease is intended to be a triple net lease whereby the Tenant pays all operating, maintenance, insurance and repair costs associated with the Leased Premises.

NOW THEREFORE, in consideration of the mutual covenants and representations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. RECITALS. The above recitals, which are hereby incorporated by reference, are considered an essential part of this Agreement.
2. TERM: Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord for a 20-year "Lease Term" beginning February 1, 2019 and ending January 31, 2039. Tenant shall have the right to terminate this Lease at any time by giving 12-months' written notice.
3. RENTAL. Tenant shall pay to Landlord during the Lease Term, rent of one hundred twenty thousand and 00/100 dollars (\$120,000.00) per year, payable in installments of ten thousand and 00/100 dollars (\$10,000.00) per month, plus any expenses associated with the Leased Premises.

Each installment payment shall be due in advance of 1st day of each month during the Lease Term to Landlord at 1445 McMahon Drive, Neenah, WI 54956 or at such other place designated by written notice from Landlord.

Unless otherwise agreed to in writing, the Tenant's payments shall be reviewed and agreed to annually.

4. USE. Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.
5. ASSIGNMENT. In its sole discretion, Landlord shall have the right to assign its rights and/or this Agreement to another entity without the consent of the Tenant. Likewise, Tenant shall recognize the assignee as the new landlord with all rights as detailed in this Agreement. The Landlord shall be entirely relieved of all obligations hereunder from and after the date of the transfer; provided, however, that the assignee shall assume the same.
6. REPAIRS. During the Lease Term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, including but not limited to major mechanical systems or the roof. Any and all warranties assigned to builder as a result of the new construction shall be made available to Tenant for purposes of repairs and maintenance. To the extent possible, Landlord shall assign rights under the aforementioned warranties to Tenant.
7. ALTERATIONS AND IMPROVEMENTS. Tenant, at Tenant's expense, shall have the right, following Landlord's written consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises and fasten the same to the Leased Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease Term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Agreement provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.
8. PROPERTY TAXES. Tenant shall pay, prior to delinquency, any and all applicable general real estate taxes and installments of special assessments coming due during the Lease Term on the Leased Premises.
9. INSURANCE:
 - A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

- B. Tenant shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.
 - C. Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of Tenant in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.
 - D. All insurances required in Article 9 will be provided by insurance companies that are admitted and authorized to provide insurance in the State of Wisconsin.
10. UTILITIES. The City of Brillion shall allow access and connection to the city water and sewer utilities. Tenant shall pay all utilities associated with the Leased Premises including but not limited to gas, electric, water, snow removal, etc.
11. SIGNS. Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions and approved by Landlord. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate for the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.
12. ENTRY. Following a forty-eight (48) hour notice, Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.
13. PARKING. During the Lease Term, Tenant shall have the exclusive use in common with their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Tenant agrees to be responsible for all costs associated with the parking lot including but not limited to snow removal, maintenance, insurance, etc.

14. **DEFAULT.** If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the Lease Term ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may re-enter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.
15. **QUIET POSSESSION.** Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the Lease Term.
16. **CONDEMNATION.** If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Agreement shall cease when the public authority takes possession, and Landlord and Tenant shall account for rent as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.
17. **SUBORDINATION.** Tenant accepts this Agreement subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Agreement on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Agreement to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises or the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Agreement or atoning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with any interest. Tenant agrees that it will from time to time, upon request by Landlord, execute and deliver to such persons as Landlord shall request, a statement in recordable form certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under

this Agreement have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

18. NOTICE. Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to: IPR Brillion City Center, LLC
Attn: TJ Lamers
1445 McMahon Dr.
Neenah, WI 54956

If to Tenant to: City of Brillion
Attn: Lori Gosz
201 N. Main St.
Brillion, WI 54110

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

19. WAIVER. No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.
20. MEMORANDUM OF LEASE. The parties hereto contemplate that this Agreement should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Agreement.
21. HEADINGS. The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Agreement.
22. SUCCESSORS. The provisions of this Agreement shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.
23. SUBLEASE. Tenant shall have the right to sublet all or any portion of the Leased Premises to a third party so long as notice is provided to Landlord and Landlord approves the sublet. Landlord shall not unreasonably deny or delay any sublet request.

24. **CONSENT.** Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Agreement.
25. **PERFORMANCE.** If there is a default with respect to any of Landlord's covenants, warranties or representations under this Agreement, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Agreement terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.
26. **COMPLIANCE WITH LAW.** Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.
27. **FINAL AGREEMENT.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.
28. **GOVERNING LAW.** This Agreement will be governed by and construed and enforced in accordance with the internal laws of the State of Wisconsin without regard to principles of conflicts of laws and any and all such disputes concerning this Agreement shall be adjudicated only in the State Courts of Calumet County, Wisconsin.
29. **SEVERABILITY.** If any provision of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable another of which would render the provision valid and enforceable, such provision shall have the meaning, which renders it valid and enforceable.

IN WITNESS WHEREOF, this Agreement has been executed by Landlord and Tenant as of the Effective Date.

Landlord

Tenant

Print Name

Print Name

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IN WITNESS WHEREOF, this Agreement has been executed by Landlord and Tenant as of the Effective Date.

Landlord

Denny Lamers
Print Name

President

Title

Signature

Tenant

GARY L. DEITER
Print Name

MAYOR
Title

Signature