



REQUEST FOR PROPOSALS

**PURCHASE AND DEVELOPMENT OF CITY OF PORT
WASHINGTON OWNED LAND AND OPTIONAL
WE ENERGIES OWNED LAND**

SITE LOCATION:

**EAST SIDE OF CTH C AND SOUTH OF THE PORT
WASHINGTON GENERATING STATION**

OCTOBER 10, 2016

Table of Contents

Summary	3
Proposal Submission	3
Scope	4
Constraints	4
Standards	5
Project Costs and Values	5
Qualifications	5
Evaluation Criteria	6
Timeline	6
Notification	6
Exhibit A: Parcel and Topography Map of the Property	
Exhibit B1: Aerial Video of the Property	
Exhibit B2: We Energies & City of Port Washington Parcels – Looking West	
Exhibit B3: We Energies & City of Port Washington Parcels – Looking South	
Exhibit B4: We Energies & City of Port Washington Parcels – Looking North	
Exhibit B5: We Energies Parcel – Looking North	
Exhibit C: Restrictive Covenant on the City-owned Property	
Exhibit D: Proposed Restrictive Covenant on the We Energies-owned Property	

Summary

The City of Port Washington is seeking development proposals for 44.59 acres of city owned land located along the east side of CTH C and the intersection of Sunset Road. The parcel is bordered on the east by Lake Michigan; on north by undeveloped land owned by We Energies; on the south by residential development in the Town of Port Washington; and on the west by a mix of residential and commercial uses also in the Town of Port Washington. The land is parcel 161940001001 whose legal description reads: *0854808 PART NW SW SEC 33 AND LOTS 1 THRU 3 44.59 ACS *EXC S 63 FT LOT 3* BEING #3452 CSM LOT 1 VOL 1843/245 B F ADAM SUBDIVISION*. The exact portion and acreage of the land to be sold is to be determined based on the proposed development needs.

Highlights of this portion of the city owned land includes the following:

- 2,000 LF of Lake Michigan frontage and bluff that rises 90 feet above lake level;
- Direct vehicle connectivity to downtown Port Washington via Wisconsin Street;
- Direct connectivity to STH 32 and Interstate 43 via Sunset Road;
- Bike and pedestrian connectivity to downtown Port Washington via and a paved off-road trail lying adjacent to Wisconsin Street;
- A primary environmental corridor that extends the length of the property along the Lake Michigan bluff;
- An existing storm detention area on the northwest corner of the property that was constructed by the We Energies as part of power plant conversion project; and
- Municipal sewer and water utilities are available to the site.

As an option, the adjacent 11.32 acres of land lying to the north and owned by We Energies may also be available. That parcel has an additional 750 LF of Lake Michigan frontage. The city will consider development proposals for just its 44.59 acres of land or, proposals for the combined 55.91 acres. The We Energies parcel is 160330701700 whose legal description reads *90/105 PART S 1/2 NW 11.232 ACS COMM 1414 FT E OF NW COR BEING #3452 CSM LOT 2 0780980 LYING E OF WISCONSIN STREET*.

The city will conduct a fair and extensive evaluation based on the criteria listed as part of this RFP. The city reserves the right to modify and waive any and all informalities or technicalities or to reject any and all proposals and/or parts thereof, and to accept the proposal which it deems most favorable for the city.

Proposal Submission

Sealed proposals shall be submitted to Susan Westerbeke, City Clerk as follows:

Title: Proposal for Lake Bluff Property
City of Port Washington
100 W. Grand Avenue, P. O. Box 100
Port Washington, WI 53074

Proposals shall be received by January 20, 2017 at 4:00 p.m. to qualify. Each proposer shall submit six (6) bounded copies of the proposal and one electronic copy. Please note that proposals are subject to Public Records Law.

Scope

The City is seeking the following:

- A development plan that is mixed use in nature; that is a mix of residential densities; or a mix of residential and commercial uses. Although mixed use development is preferred, unique low density residential development will be considered. If the We Energies parcel is included, only commercial development proposals will be considered for it;
- Any commercial uses or development shall be compatible and not detract from businesses in the downtown district;
- A use and development plan that provides public accessibility to the Lake Michigan bluff and scenic viewpoints of the Lake;
- A site plan that assists in the connectivity to downtown Port Washington to the north and to the proposed bike and pedestrian connection extending south to the newly proposed Cedar Vineyards development;
- A site plan that is both compatible and protects the primary environmental corridor; and
- A development that shall commence within one year of the sale of the land.

Constraints on the City-owned Land

The following constraints are present:

- Due to the bluff slopes, the primary environmental corridor, the S. Wisconsin Street right-of-way and the existing storm detention area, the net buildable acreage is approximately 27.4 acres;
- Limited permitted uses within the primary environmental corridor as defined by the Southeastern Wisconsin Regional Planning Commission;
- Lake Michigan bluffs and ravines are erosion prone;
- An overhead utility transmission tower and lines located northwest of the property;
- A small wetland area encroaches on the northern boundary of the property and mitigation is possible;
- S. Wisconsin Street ROW is currently not platted but will be a minimum 66' in width; and
- A restrictive covenant is placed on the land prohibiting future claims, complaints or actions against the We Energies generating plant (attached).

Constraints on the We Energies-owned Land

- There is an existing stockpile of uncontaminated soil on the land left over from the We Energies conversion project;
- Lake Michigan bluffs and ravines are erosion prone;

- An overhead utility transmission tower and lines is located along the S. Wisconsin frontage along the west edge of the property;
- A wetland area encroaches on the southern boundary of the property and mitigation is possible;
- Due to the bluff slopes, the primary environmental corridor, and wetland, the net buildable acreage is approximately 6.5 acres;
- We Energies reserves the right to determine in its sole discretion whether or not to approve the proposed use and may decline any offer;
- Construction upon the 11.32 acres must commence and be completed within 5 years of the sale. Any change in the proposed use or design must be approved by We Energies; and
- If the development proposal is acceptable to We Energies, a restrictive covenant similar to the Restrictive Covenant placed on the City's 44.59 acres will be recorded prior to the sale by We Energies (attached).

Standards

The following standards shall be addressed in the proposal:

- Project narrative;
- Proposed lot boundary and acreage to be developed;
- Proposed zoning district intended for use and development plan;
- Listing of compliance with technical standards of proposed zoning district and code requirements;
- Identification of zoning waivers or exemptions necessary to execute development plan
- A detailed, to-scale site plan;
- Indication of ability to secure public access;
- Conceptual structural renderings;
- Summary of proposed use(s) and associated square footage; and
- Estimated timeline for phasing and completion of development plan.

Project Costs and Value

All proposals shall include a monetary offer to purchase the land from the city. Last year, the City-owned land was appraised at \$65,000 per acre for mixed use development.

All proposals shall include the detailed itemized costs associated with the proposed development of the land and to complete the work described to accomplish the project as submitted in this proposal.

All proposals shall include the estimated value by land value and improvement value associated with the proposed development of the land.

All costs included in the proposal shall be all-inclusive and identify any outsourced or contracted work.

Qualifications

Proposers shall present the firm's qualifications for performing the development proposal and indicate the members of the firm that will serve as the project's agent and any associated team members or firms. Any proposal that includes outsourcing or contracted work shall also include the name and description of the contractors being utilized.

All proposers shall submit examples of comparable development projects performed along with three (3) references associated with the comparable work. Reference information shall include client name, address, telephone number, email and description of the work performed.

Proposals shall show substantial evidence and demonstration of the ability to perform development proposal.

Evaluation Criteria

The city will evaluate each proposal based on the following:

- Firm's qualifications and experience;
- A complete proposal that addresses requirements of this request;
- Ability to solve site and building constraints; and
- Project costs, values and timetable.

Timeline

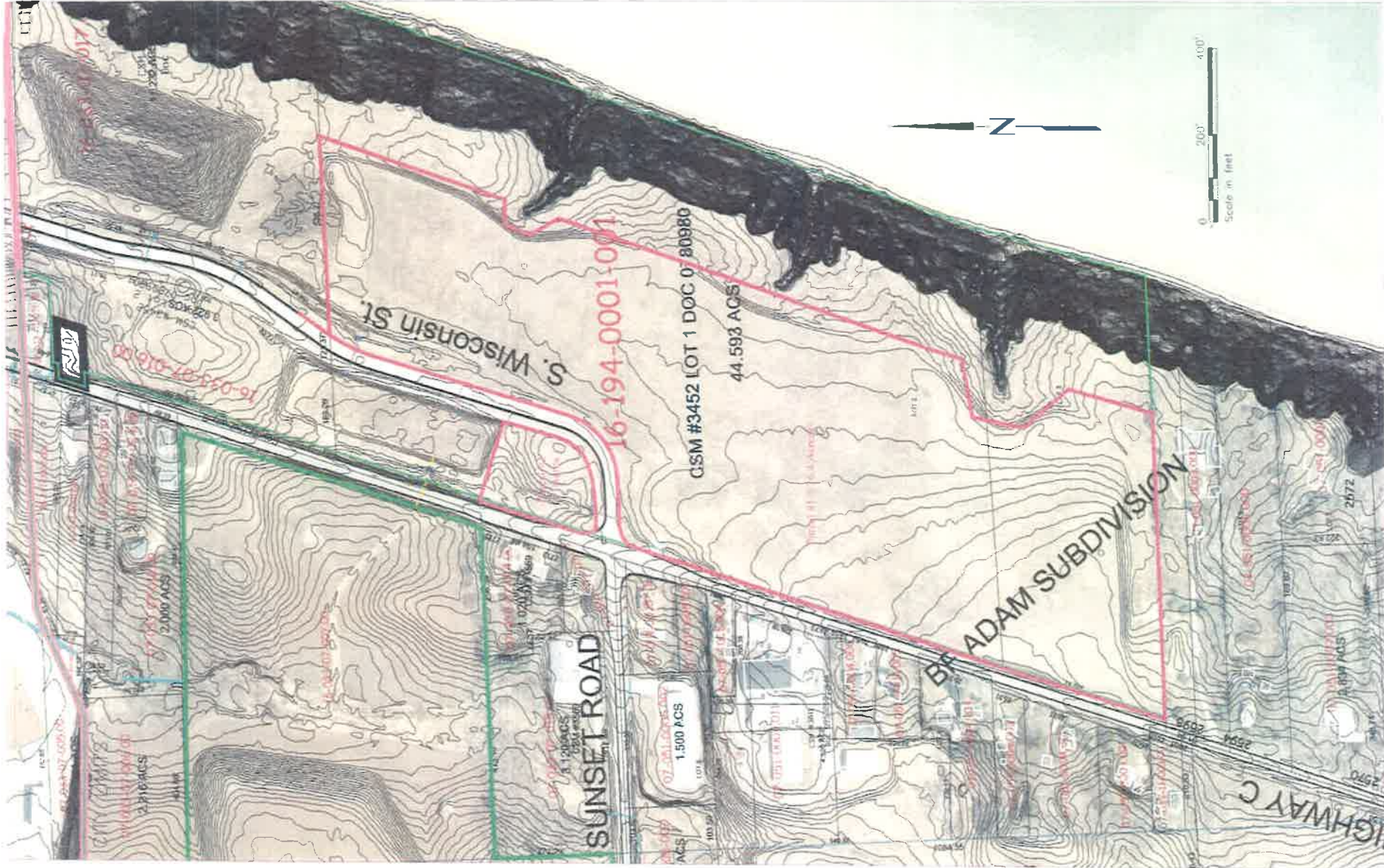
All proposals are due no later than 4:00 p.m. CST January 20, 2017 in order to qualify.

All proposers are encouraged to tour the site prior to submission of the proposal. Questions of the city shall be submitted by email to Mark Grams, City Administrator @ mgrams@ci.port-washington.wi.us .

The evaluation of proposals will be conducted between January 23 and January 31, 2017. If additional information is necessary within the period of evaluation, the agent of the proposal will be notified. Up to three (3) proposals may be selected for presentation at the February 7, 2017 Common Council meeting. A selection decision for the winning proposal may be made at that meeting, but no later than the next Common Council meeting on February 21, 2017. Upon notification, contract negotiations with the winning proposer will begin immediately.

Notification

All proposers who are not selected for presentations will be notified on or before February 7, 2017. The proposers making presentations but not selected by the Common Council will be notified the day following the Council's decision.



16-033-07-016-00

S. Wisconsin St.

SUNSET ROAD

1.500 ACS

C/S M #3452 LOT 1 D/C 0 80980

44.593 ACS

BF ADAM SUBDIVISION

HIGHWAY C

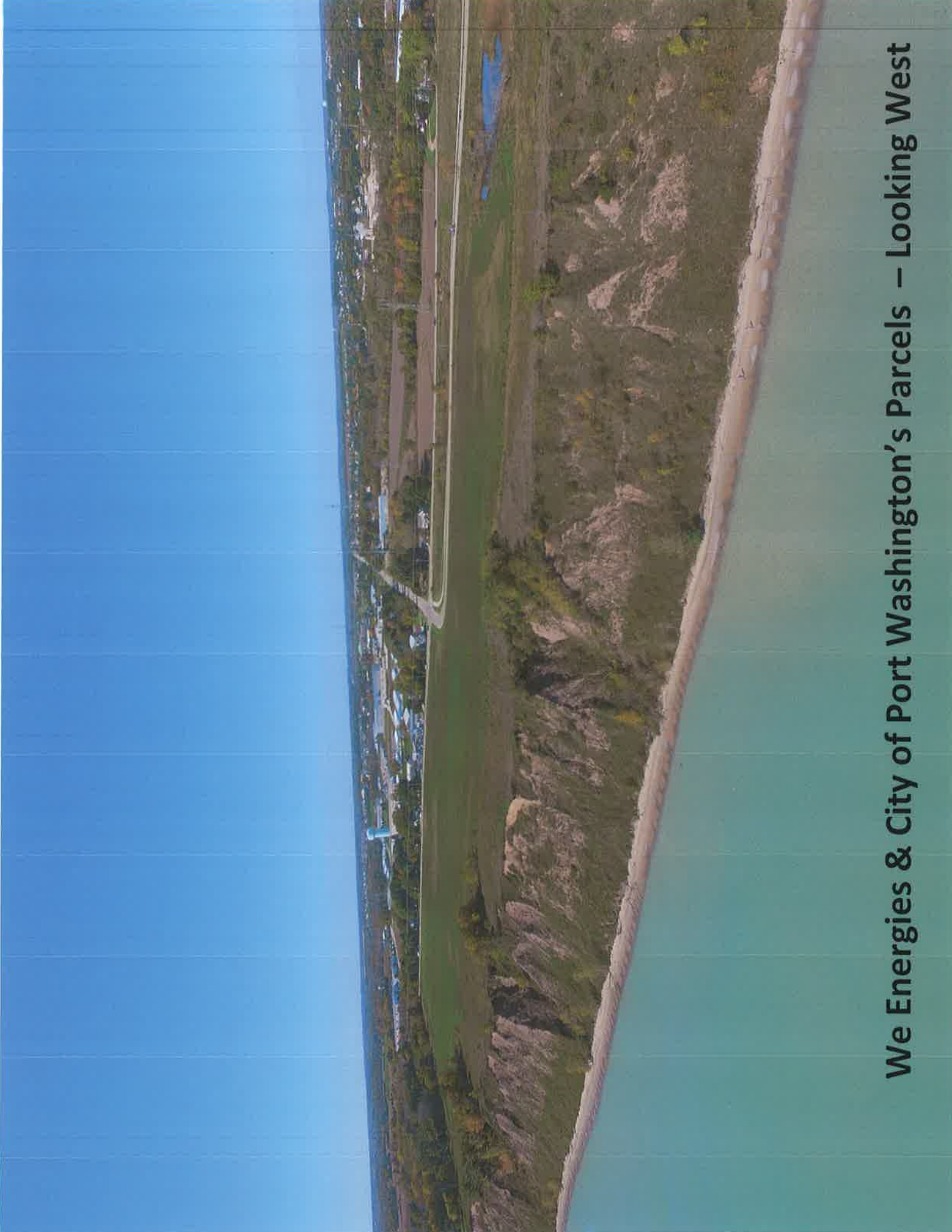


Scale in feet

EXHIBIT B1

Aerial View of the Property: *South Bluff Land*, Drone Video by Ross Kroeger, City of Port Washington, Engineering Technician, October 15, 2016

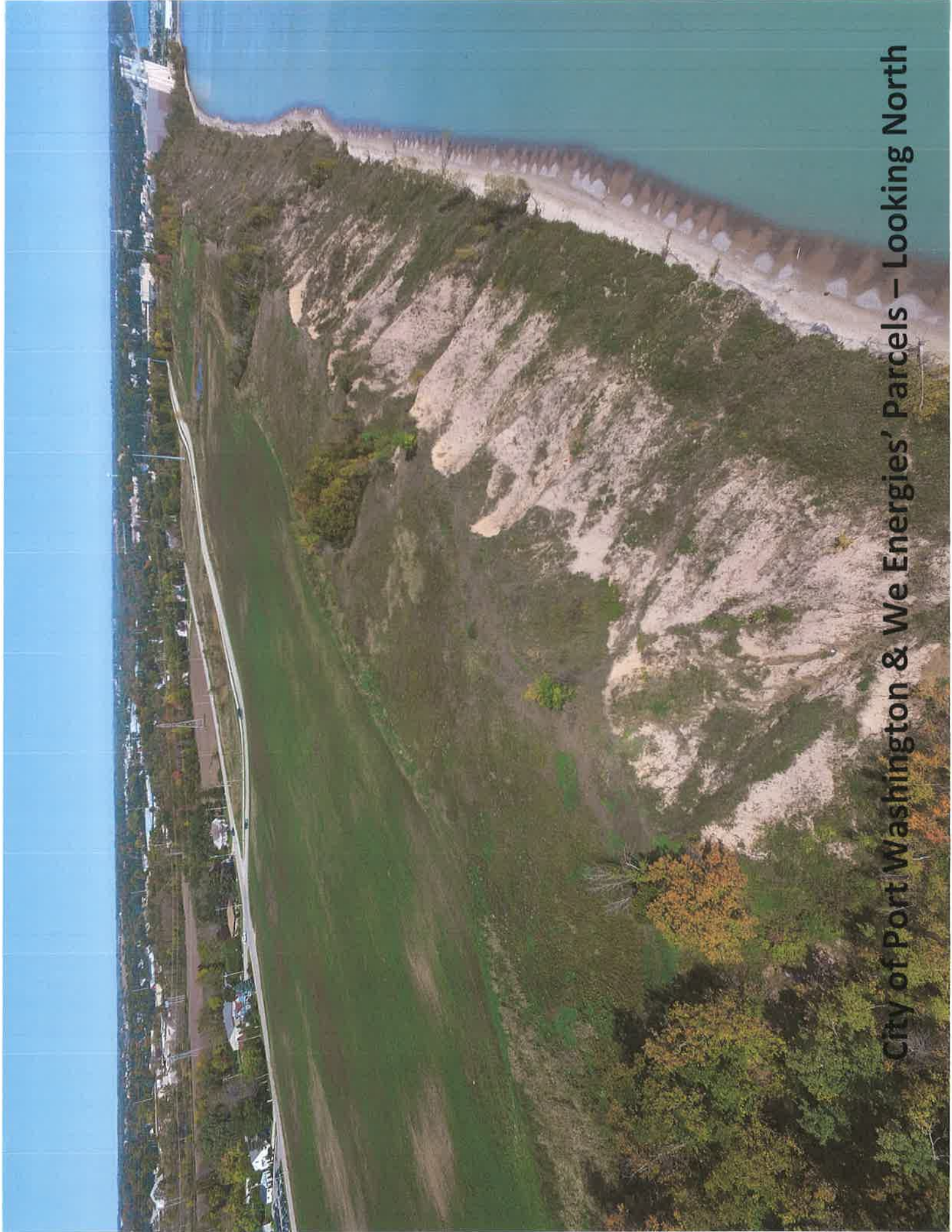
<https://www.youtube.com/watch?v=7LECmgSsip4>



We Energies & City of Port Washington's Parcels – Looking West



We Energies & City of Port Washington's Parcels – Looking South



City of Port Washington & We Energies' Parcels – Looking North



We Energies – Looking North

RESTRICTIVE COVENANT

Document Number

Document Title

THIS RESTRICTIVE COVENANT is made and effective as of the 14th day of December, 2006, by WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies ("Wisconsin Electric").

WITNESSETH:

WHEREAS, Wisconsin Electric is the owner of the property described on the attached Exhibit A and located in the City of Port Washington, Ozaukee County, Wisconsin (the "Property"); and

WHEREAS, pursuant to that certain agreement between Wisconsin Energy Corporation ("Wisconsin Energy"), on behalf of Wisconsin Electric and other subsidiaries and affiliates of Wisconsin Energy, and the City of Port Washington (the "City") dated September 17, 2002 (the "Agreement"), Wisconsin Energy agreed to cause Wisconsin Electric to convey the Property to the City subject to certain deed restrictions and other provisions related to the location of the Property in the vicinity of the Wisconsin Electric Port Washington electricity generating facility and gas pipeline. As set forth in the Agreement, such restrictions and other provisions shall bind the City and other future titleholders of the Property; and

WHEREAS, in furtherance of the Agreement, Wisconsin Electric now desires, prior to the conveyance of the Property to the City, to record this Restrictive Covenant against the Property for the purpose of subjecting the Property to the terms, conditions, covenants, limitations and waivers as set forth below;

NOW, THEREFORE, in accordance with the Agreement and the conveyance of the Property to the City, Wisconsin Electric hereby establishes the following restrictive covenants pertaining to the Property.

- 1. Wisconsin Electric shall have the right, for itself and its successors, assigns and designees (including, but not limited to, Port Washington Generating Station, LLC), to use the Property for construction purposes (including, but not limited to, the storage of construction materials and/or equipment on the Property) during the entire period of construction of the new electricity generating facility and gas pipeline on property owned by Wisconsin Electric and

0854531

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 41644

RECORDED ON
12/15/2006 12:13PM

REC FEE: 21.00
TRANS FEE: 0.00
PAGES: 6
EXEMPT #: 0

Recording Area

Name and Return Address

Joseph E. Puchner, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202 321/AA

See Exhibits A and B *

Parcel Identification Number (PIN)

located immediately north of the Property, as further described on the attached Exhibit B (the "Power Plant Property").

2. During the Term (as defined below) of this Restrictive Covenant, the City and all grantees, lessees and occupants of the Property, or any portion thereof, shall take title to, and/or possession of, the Property subject to, and shall be subject to, the following acknowledgement, waiver and agreement:

Grantee acknowledges that the Property is located in the vicinity of a new electricity generating facility and gas pipeline and Grantee, for itself and all lessees and occupants of the Property, agrees that it shall not bring, and hereby waives, any and all claims, causes of action, protests or similar complaints (whether for damages, diminution of value, injunctive relief or otherwise) against Wisconsin Energy Corporation or any of its subsidiaries or affiliates based on the existence, use, construction, operation or location of such electricity generating facility or gas pipeline.

3. This Restrictive Covenant shall be effective and remain in force for a period of seventy-five (75) years after the date hereof (the "Term") at which time this Restrictive Covenant shall terminate (unless terminated prior to such date by the written mutual agreement of Wisconsin Electric (or its successor or assign as the owner of the Power Plant Property) and the then-owner of the Property, or applicable portion thereof).

4. During the Term, the terms, conditions, covenants, limitations and waivers set forth in this Restrictive Covenant: (i) shall run with the land and shall burden the Property and benefit the Power Plant Property, (ii) shall continue in force for the benefit of all future owners, lessees and occupants of the Power Plant Property, and (iii) shall continue in force even if the Power Plant Property is no longer used as the site of an electricity generating facility.

5. During the Term, the City and all future grantees of the Property shall incorporate the terms, conditions, covenants, limitations and waivers of this Restrictive Covenant into all conveyances, leases, occupancy agreements and similar instruments and agreements pertaining to the Property (or any portion thereof).

6. Wisconsin Electric would not convey the Property to the City but for the terms, conditions, covenants, limitations and waivers set forth in this Restrictive Covenant, which is a part of the overall transaction between Wisconsin Energy (and its affiliates and subsidiaries) and the City, as reflected in the Agreement. The Agreement represents an arms-length agreement between Wisconsin Energy and the City containing bargained-for terms that are intended to mitigate any effects on the public of the construction of new electricity generating facilities and/or gas pipelines on the Power Plant Property. The terms, conditions, covenants, limitations and waivers of this Restrictive Covenant are intended by Wisconsin Electric to promote public policy as being consistent with the Agreement and its purposes.

[Signature appears on the following page.]

IN WITNESS WHEREOF, Wisconsin Electric has executed this Restrictive Covenant as of the date first referenced above.

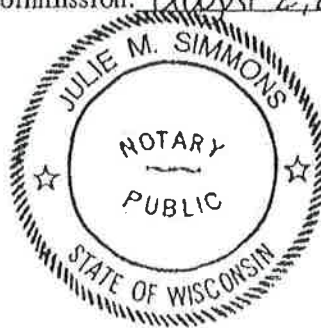
WISCONSIN ELECTRIC POWER COMPANY

By: James T. Raabe
James T. Raabe
Manager of Property Management

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 14th day of December, 2006 the above-named James T. Raabe, to me known to be the Manager of Property Management of Wisconsin Electric Power Company, who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

Julie M. Simmons
Print Name: Julie M. Simmons
Notary Public, State of Wisconsin
My Commission: August 2, 2009



This instrument was drafted by:

Joseph E. Puchner, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

EXHIBIT A

Legal Description of the Property

Lot one (1) of Certified Survey Map No. 3452, recorded in the Ozaukee County Registry in Volume 1843 of Certified Survey Maps on Pages 245-247 inclusive, as Document No. 780980, and being a part of Government Lots 2 and 3 of Section 33, Township 11 North, Range 22 East, in the City of Port Washington, Ozaukee County, Wisconsin, together with those lands (if any) lying between the traverse line as described in said Certified Survey Map No. 3452 and the ordinary high water mark of Lake Michigan.

PIN: 16-194-0001.001 *

EXHIBIT B

Legal Description of the Power Plant Property

A parcel of land being Lot 2, Certified Survey Map No. 3452, Volume 1843, Page 245, Ozaukee County Records and part of Gov't Lots 1 and 2 and part of the NW ¼ of the NW ¼ of Fractional Section 33 and part of Gov't Lot 4, Fractional Section 28, T11N-R22E, City of Port Washington, Ozaukee County, Wisconsin described as:

Commencing at the West ¼ Corner of Section 33; thence N87°38'18"E, 726.84' along the East-West ¼ line of Section 33 to the Easterly right-of-way line of County Highway "C"; thence N17°46'37"E, 669.88' along the Easterly County Highway right-of-way line to the Southwest corner of Lot 2, Certified Survey Map No. 3452, Volume 1843, Page 245, Ozaukee County Records which is the Point of Beginning; thence continuing N 17°46'37"E, 689.60' along the Easterly County Highway right-of-way line; thence N87°50'18"E, 192.36'; thence N17°27'35"E, 69.36'; thence S87°50'18"W, 192.36' to the Easterly right-of-way line of County Highway "C"; thence N17°27'35"E, 234.63' along the Easterly right-of-way line; thence N87°27'12"E, 264.88'; thence N17°27'35"E, 85.27'; thence S87°27'12"W, 264.88' to the Easterly right-of-way line of County Highway "C"; thence N17°27'35"E, 423.15' along the Easterly right-of-way line; thence N87°17'03"E, 150.00'; thence N17°27'35"E, 70.00'; thence S87°17'03"W, 150.00' to the Easterly right-of-way line of County Highway "C"; thence N17°27'35"E, 212.45' along the Easterly right-of-way line; thence N04°56'50"E, 154.89' along the Easterly right-of-way line; thence N02°35'14"W, 198.00' along the Easterly right-of-way line to the North line of Section 33; thence S87°17'03"W, 8.00' along the North Section line to the Easterly right-of-way line of Division Street, Plat of South Addition to the City of Port Washington; thence N02°35'14"W, 124.93' along the Easterly right-of-way line to the Southerly right-of-way line of Michigan Street; thence N88°07'10"E, 140.55' along the Southerly right-of-way line to the Westerly right-of-way line of Montgomery Street; thence S02°21'18"E, 102.88' along the Westerly right-of-way line to the Southerly right-of-way line of Montgomery Street; thence N87°17'03"E, 66.00' along the Southerly right-of-way line to the Easterly right-of-way line of Montgomery Street; thence N02°21'18"W, 101.92' along the Easterly right-of-way line to the Southerly right-of-way line of Michigan Street; thence N88°07'10"E, 190.00' along the Southerly right-of-way line to the Easterly right-of-way line of Michigan Street; thence N02°21'18"W, 66.00' along the Easterly right-of-way line to the Northerly right-of-way line of Michigan Street; thence S88°07'10"W, 190.00' along the Northerly right-of-way line to the Easterly right-of-way line of Montgomery Street; thence N02°21'18"W, 319.10' along the Easterly right-of-way line to the North line of Lot 8, Block 7, Plat of the South Addition to the City of Port Washington; thence N88°25'36"E, 187.29' along the North line of Lot 8, Block 7 to the West line of Lot 22, Block 7; thence N02°47'25"W, 40.00' along the West line of Lot 22, Block 7 to the North line of Lot 22, Block 7; thence N88°25'36"E, 150.81' along the North line of Lot 22, Block 7; thence N61°36'55"E, 33.26' to the East line of Lot 21, Block 7 and the Westerly right-of-way line of Milwaukee Street; thence S02°47'25"E, 136.21' along the Westerly right-of-way line of Milwaukee Street to the Southerly right-of-way line of Milwaukee Street; thence N87°12'35"E, 66.00' along the Southerly right-of-way line to the Easterly right-of-way line of Milwaukee Street; thence N02°47'25"W, 173.76' along the Easterly right-of-way line; thence N88°19'41"E, 80.00'; thence N02°47'25"W, 100.00'; thence S88°19'42"W, 80.00'

to the Easterly right-of-way line of Milwaukee Street; thence $N02^{\circ}47'25''W$, 86.24' along the Easterly right-of-way line to the Southerly right-of-way line of Chestnut Street; thence $N88^{\circ}18'29''E$, 439.09' along the Southerly right-of-way line to the Easterly right-of-way line of Wisconsin Street; thence $N02^{\circ}35'19''W$, 240.03' along the Easterly right-of-way line; thence $N88^{\circ}18'29''E$, 402.08' to the Easterly edge of sheetpiling on Port Washington harbor; thence Southerly along the Ordinary High Water Mark line based on vegetation to the South line of Lot 2, Certified Survey Map No. 3452, Volume 1843, Page 245, Ozaukee county Records; thence $S87^{\circ}30'05''W$, 1127' more or less along the South line of Lot 2, Certified Survey Map No. 3452, Volume 1843, Page 245, Ozaukee County Records to the Point of Beginning.

Tax Parcel Nos.:

16-113-05-01.000 *
16-113-07-07.000 |
16-113-10-09.001 |
16-113-10-12.001 |
16-113-10-15.000 |
16-113-06-00.000 |
16-083-01-00.000 |
16-083-02-24.000 |
16-050-0815.001 |
16-050-0815.003 |
16-050-0817.000 |
16-050-0817.001 |
16-033-07-011.00 ↓

RESTRICTIVE COVENANT

Document Number

Document Title

THIS RESTRICTIVE COVENANT (this "Restrictive Covenant") is made and effective as of the ____ day of _____, 20____, by **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation doing business as We Energies ("Wisconsin Electric").

WITNESSETH:

WHEREAS, Wisconsin Electric is the owner of the property described on the attached Exhibit A and located in the City of Port Washington, Ozaukee County, Wisconsin (the "Property"); and

WHEREAS, the Property is in the vicinity of the Wisconsin Electric Port Washington electricity generating facility and equipment, the Wisconsin Gas LLC gas pipeline and equipment and the American Transmission Company LLC transmission substation, lines and equipment (all of the foregoing collectively, including additions thereto and replacements thereof, and whether or not owned by the parties mentioned herein or by their successors or assigns, the "Utility Facilities"), which Utility Facilities are located on property owned by Wisconsin Electric to the north of the Property as is further described on the attached Exhibit B (the "Power Plant Property"); and

WHEREAS, Wisconsin Electric now desires to record this Restrictive Covenant against the Property for the purpose of subjecting the Property to the terms, conditions, covenants, limitations and waivers as set forth below; and

NOW, THEREFORE, Wisconsin Electric hereby establishes the following restrictive covenants pertaining to the Property.

1. During the Term (as defined below) of this Restrictive Covenant, all owners, grantees, lessees and occupants of the Property, or any portion thereof, shall take title to, and/or possession of, the Property subject to, and shall be subject to, the following acknowledgement, waiver and agreement:

Grantee acknowledges that the Property is located in the vicinity of electricity generating facilities and equipment, gas pipelines and equipment and electricity transmission lines and equipment (including a transmission substation)

Recording Area

Name and Return Address

Joseph E. Puchner, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

See Exhibits A and B

Parcel Identification Number (PIN)

(collectively, the "Utility Facilities"), and Grantee, for itself and all lessees and occupants of the Property, agrees that it shall not bring, and hereby waives, any and all claims, causes of action, protests or similar complaints (whether for damages, diminution of value, injunctive relief or otherwise) against WEC Energy Group, Wisconsin Electric Power Company, Wisconsin Gas LLC, American Transmission Company LLC, or any of the successors, assigns, subsidiaries or affiliates of any of them, based on the existence, use, construction, reconstruction, operation, location, relocation or expansion of, or additions to, such Utility Facilities.

2. This Restrictive Covenant shall be effective and remain in force for a period of ninety-nine (99) years after the date hereof (the "Term") at which time this Restrictive Covenant shall terminate (unless terminated prior to such date by the written mutual agreement of Wisconsin Electric (or its successor or assign as the owner of the Power Plant Property) and the then-owner of the Property, or applicable portion thereof).

3. During the Term, the terms, conditions, covenants, limitations and waivers set forth in this Restrictive Covenant: (i) shall run with the land and shall burden the Property and benefit the Power Plant Property, (ii) shall continue in force for the benefit of all future owners, lessees and occupants of the Power Plant Property, and (iii) shall continue in force even if the Power Plant Property is no longer used as the site of an electricity generating facility.

4. During the Term, all owners and grantees of the Property shall incorporate the terms, conditions, covenants, limitations and waivers of this Restrictive Covenant into all conveyances, leases, occupancy agreements and similar instruments and agreements pertaining to the Property (or any portion thereof).

5. Wisconsin Electric would not convey the Property to a buyer or other grantee but for the terms, conditions, covenants, limitations and waivers set forth in this Restrictive Covenant.

[Signature appears on the following page.]

EXHIBIT A

Legal Description of the Property

[Insert legal description]

PIN: _____

EXHIBIT B

Legal Description of the Power Plant Property

[Insert legal descriptions]

[Include leased dock areas too]

PINs: _____

The Power Plant Property is generally depicted below:

