

PROPOSAL

Mixed-Use Development of Lot #10

City of Gainesville, Florida
RFP No. ECOD-180036-GD

November 10, 2017



Submitted by:

MHG | HOTELS®

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Executive Summary

MHG Hotels, LLC (“MHG” or “Developer”) is pleased to submit this proposal to the City of Gainesville (“City”) for the development of an exciting \$47.7 million mixed-use development (“Project”) on the City Parking Lot #10 property in downtown Gainesville, Florida.



**EMBASSY
SUITES**
by HILTON™

The proposed **Embassy Suites Gainesville** will provide much needed meeting and function space along with additional first-class overnight accommodations to serve the ever-growing needs of the Gainesville metro area, the Innovation Square District to the west of the site, and of course, the University of Florida.

The Project will no doubt create new energy and activity in downtown Gainesville, and with Embassy Suite’s unique complimentary breakfast and evening reception package, will drive substantial additional business to downtown restaurants, casual dining establishments and night clubs.

The economic impact the Embassy Suites Gainesville will have on the City of Gainesville and Alachua County will be significant:

- **Create approximately 60 new full-time jobs and 40 new part-time positions with an annual payroll exceeding \$1.8 million.**
- **Bring over 85,000 new visitors each year to downtown Gainesville generating an additional \$4.2 million a year in new sales for other downtown merchants.**
- **Generate close to \$1.0 million per year in new room tax revenue for Alachua County.**
- **Provide the City with a reliable source of additional parking revenues.**

The Project will consist of a 210,400-square foot, 182-room Embassy Suites by Hilton hotel and include approximately 4,100 square of retail space along SW 2nd Ave. The 11-story structure will feature outstanding design elements and will be a dramatic addition to the Gainesville skyline. The Project will have over 11,000 square feet of meeting, ballroom, plus large pre-function areas, along with a roof top pool, outdoor deck and indoor/outdoor lounge together with 6 unique penthouse suites. A portion of the roof structure will also accommodate solar panels that will be used for heating the pool and other hotels operations purposes and will be included as part of the LEED certification for the Project.

One of the fastest growing hotel development and management companies in the nation, MHG Hotels boasts a current property portfolio valued in excess of \$360,000,000 consisting of 33 nationally branded hotel properties. With over 25 years’ experience in hotel development and operations, steady cash flows from operations, and extremely strong balance sheet, MHG Hotels has an exceptional track record of successfully securing approvals and funding for each new hotel project it takes on.

MHG is proposing acquisition Lot #10 property from the City and obtaining parking rights to remaining spaces in the Southwest Parking Garage and City Parking Lot #13 located directly north of the proposed Project.

Assuming an agreement with the City can be secured in a reasonable period of time, MHG expects to complete due diligence work, obtain necessary public approvals, and satisfy franchise approval and financing contingencies by the third quarter of 2018, with construction commencing either late 2018 or early 2019, the Project then opening approximately 18 months later.

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SECTION 1 - QUALIFICATIONS & EXPERIENCE

Project Team

Owner/Developer:

MHG Hotels, LLC
1220 Brookville Way
Indianapolis, IN 46239
www.mhghotelsllc.com

Owner: Sanjay Patel
12680 NW 65th Street
Parkland, FL 33076

Management Company:

MHG Hotels, LLC
1220 Brookville Way
Indianapolis, IN 46239
www.mhghotelsllc.com

Development Consultant:

Moran Advisors, LLC
9415 Woodbridge Place
Zionsville, IN 46077
www.moran-advisors.com

Architectural & Engineering:

Browning Day Mullins Dierdorf
626 North Illinois Street
Indianapolis, IN 46204
www.bdmd.com

Civil Engineering:

eda Civil Engineering
2404 NM 43rd Street
Gainesville, FL 32606
www.edafl.com

Legal Services:

Patrice Boyes, P.A.
5700 SW 34th Avenue
Gainesville, FL 32608
www.boyeslaw.com

Real Estate Services:

Tower & Rafferty
Coldwell Banker Commercial
7515 W. University Ave., Ste. 210
Gainesville, FL 32607
www.commercialrealtygainewville.com

Development Team Experience & Qualifications

Project Developer & Management Company

MHG Hotels, LLC

Indianapolis, IN

Founded in 1991 by Sanjay Patel with the acquisition of single limited-service hotel, over the past 25 years MHG Hotels has grown into a nationally recognized leader in the hospitality business. With over 2,600 rooms owned and under management, plus 6 new projects in development, MHG Hotel's nationwide \$360,000,000 portfolio currently totals over 33 properties spanning 6 states. MHG exclusively develops and operates nationally branded hotel brands from Marriott International, Hilton Worldwide, Intercontinental Hotels Group (IHG) and Choice Hotels International.

With its corporate office located in Indianapolis, Indiana, MHG employs over 450 people nationwide, including executive staff, on-site hotel staff, management, project managers, accounting and support personnel. Boasting annual revenues more than \$30 million, the company is well capitalized to fund its aggressive growth strategy targeting underserved major markets along with secondary and tertiary college markets. With extensive experience in hotel development and operations, steady cash flows from operations, and extremely strong balance sheet, MHG has an exceptional track record of successfully securing funding for each new hotel project it takes on.

Key management personnel at MHG have over 100 years of collective experience in the hospitality sector, and handle all aspects of the business, ranging from development and construction, to operations and revenue management.

Management Team

Sanjay Patel, Chairman & CEO

A seasoned hotelier with over 25 years' experience, Sanjay provides strategic direction and spearheads business relationships to help expand MHG's ever-growing portfolio of hotels, development projects and acquisitions. Under his leadership the company has experienced significant growth and success, and enjoys a robust pipeline of new hospitality projects spanning the country. Under Sanjay's leadership, MHG Hotels has grown into a nationwide hotel development organization with over 450 employees and \$30 million in annual revenues.

A Florida resident, Sanjay is involved with a number of civic and business organizations, including: Asian American Hotel Owners Association (AAHOA), Choice Hotels Owners Council, and is an Adjunct Professor, Purdue University School of Hospitality Management.

Ranjan Patel, President

Co-Founder of MHG Hotels and a Florida resident, Ranjan has over 25 years of experience in the hospitality industry and is major factor in the success of MHG Hotels. Under her guidance and

direction, MHG has become one the industry leaders in bottom line revenue flow-through, which is key element to MHG's success.

J. Hunter Carmichael, Senior Vice President Operations

With almost 20 years of hands-on hotel management experience, Hunter brings to MHG an in-depth knowledge of all phases of hotel operations. At MHG, Hunter oversees hotel operations, including budgeting, guest satisfaction scores, and training and franchise requirements.

Prior to joining MHG, Hunter was regional vice president of operations for White Lodging, one of the largest hotel owner/operators in the nation. While at White Lodging Hunter oversaw the operations of up to 20 hotel properties ranging from select-service to urban full-service properties. Before joining White Lodging, Hunter was general manager of the 303-room Overton Hotel & Conference Center, where we managed the operations of this full-service property with 20,000 sq. ft. of meeting space.

A graduate of Texas Tech University, Hunter serves on the Council of Hotel Professionals at Northern Arizona State University and has been a guest lecturer at University Nevada Las Vegas, Northern Arizona State University and University of Sunderland in Great Britain.

Hiren Patel, Vice President of Development

Guided by his father Sanjay, Hiren handles relationships and franchise matters with the major hotel brands MHG does business with, and is responsible for predevelopment activities connected with new hotel projects.

Hiren is a graduate of the Kelley School of Business at Indiana University Bloomington and is active in Indiana University Alumni Association, and is also involved in a number hotel industry groups, such as Hilton Owners Association, Marriott Hotels Franchisee Group and Choice Hotels Owners Association.

Neal Patel, Vice President of Construction

Working in tandem with his brother Hiren, Neal oversees design and construction activities connected with MHG's new hotel projects. Hiren is currently managing construction of five (5) new properties with an aggregate cost of approximately \$60 million.

Hiren holds a Bachelor of Science Degree from the Kelley School of Business at Indiana University, and is also active in the Indiana University Alumni Association.

Local Small Business Procurement Affirmation

MHG Hotels, LLC, and its affiliates, will utilize whenever possible service-disabled veterans that are eligible for assistance to perform work on the Project before, during and after construction of the Project.

Examples of Recent MHG Hospitality Projects

Home 2 Suites by Hilton Bloomington, IN

This \$17.6 million mixed-use development featuring 110-room mid-trier extended stay hotel and street level retail is located three blocks from the Indiana University campus, is under construction and is scheduled open spring 2018.



Springhill Suites by Marriott Kansas City, KS

Located in the highly desirable Overland Park area of Kansas City, this \$16.9 million, 98-room extended stay property is slated to open in late 2018.

Courtyard by Marriott Speedway, IN

This \$16.5 million, 99-room select service property is slated to anchor the Main Street redevelopment district is scheduled to open in Q2 2019. The hotel will be located 2 blocks from the entrance to the iconic Indianapolis Motor Speedway.





**Fairfield Inn & Suites by Marriott
Deerfield Beach, FL**

Construction is scheduled to commence soon on this \$15.9 million, 105-room select service hotel in southeast Florida. The slated opening date for this property is early 2019.

Following is a list of MHG Hotels hotel properties open and under construction:

| MHG Hotels - Listing of All Hotel Projects | | |
|--|--------------|-----------------------|
| Hotel Brand & Location | Rooms | Value |
| Courtyard by Marriott- Terre Haute, IN | 110 | \$ 18,100,000 |
| Courtyard by Marriott - N. Aurora, IL | 125 | \$ 15,800,000 |
| Courtyard by Marriott - Noblesville, IN | 105 | \$ 19,500,000 |
| Springhill Suites by Marriott- Sugarland, TX | 105 | \$ 18,400,000 |
| Fairfield Inn and Suites by Marriott - Houston, TX | 93 | \$ 13,000,000 |
| Townplace Suites by Marriott - Stafford, TX | 90 | \$ 10,800,000 |
| Fairfield Inn and Suites by Marriott - Avon, IN | 73 | \$ 9,800,000 |
| Fairfield Inn and Suites by Marriott - Noblesville, IN | 59 | \$ 8,500,000 |
| Fairfield Inn and Suites by Marriott - Seymour, IN | 73 | \$ 9,800,000 |
| Holiday Inn Express - Kendallville, IN | 60 | \$ 7,800,000 |
| Holiday Inn Hotel - Aurora, IL | 82 | \$ 12,700,000 |
| Holiday Inn Hotel - Carmel, IN | 120 | \$ 18,000,000 |
| Comfort Suites - Indianapolis, IN South | 68 | \$ 7,500,000 |
| Comfort Suites - Fishers, IN | 65 | \$ 7,800,000 |
| Comfort Inn - Avon, IN | 58 | \$ 5,800,000 |
| Comfort Inn - Harrison, OH | 58 | \$ 5,600,000 |
| Comfort Inn - Shelbyville, IN | 60 | \$ 6,900,000 |
| Comfort Inn - Greenfield IN | 60 | \$ 6,400,000 |
| Comfort inn - Indianapolis, IN North | 65 | \$ 7,100,000 |
| Quality Inn- Indianapolis, IN Airport | 64 | \$ 6,700,000 |
| Quality Inn - Noblesville, IN | 58 | \$ 6,000,000 |
| Super 8 Motel - Indianapolis, IN Airport | 69 | \$ 5,200,000 |
| Super 8 Motel - Anderson IN | 63 | \$ 4,100,000 |
| Super 8 Motel - Avon, IN | 58 | \$ 4,300,000 |
| Ramada Inn - Fairborn, OH | 60 | \$ 3,900,000 |
| Hampton Inn & Suites - West Lafayette, IN | 105 | \$ 16,800,000 |
| Total - Hotels Open & Operating | 2,006 | \$ 256,100,000 |
| Home2 Suites by Hilton - Bloomington, IN | 110 | \$ 17,600,000 |
| Courtyard by Marriott - Speedway, IN | 96 | \$ 16,500,000 |
| Springhill Suites by Marriott - Kansas City, MO | 98 | \$ 16,900,000 |
| La Quinta Inn & Suites - Plainfield, IN | 96 | \$ 7,200,000 |
| Hampton Inn & Suites - Avon, IN | 112 | \$ 16,300,000 |
| Fairfield Inn & Suites by Marriott - Deerfield Beach, FL | 105 | \$ 15,900,000 |
| Residence Inn by Marriott - Noblesville, IN | 96 | \$ 17,800,000 |
| Total - Hotels Under Construction | 713 | \$ 108,200,000 |
| Grand Total | 2,719 | \$ 364,300,000 |

Architectural & Engineering Services**Browning Day Mullins & Dierdorf**

Indianapolis, IN

Recipient of over 150 design awards, Browning Day Mullins Dierdorf (BDMD) over the past 50 years has designed some of the most innovative and distinctive hospitality projects in the world, and has extensive experience with complex urban projects and working with public agencies.

The design team for the Project will be headed up by **Greg Jacoby, AIA**, president of BDMD. Greg has extensive experience with these types of urban projects and is recognized for his work with the Indiana State Fair Coliseum, Union Station Renovation, Ball State University Fine Arts Building, and the Indianapolis Symphony Orchestra Hilbert Circle Theatre Stage Renovation. Greg earned a Bachelor of Architecture and Environmental Science Degree from Ball State University in 1982, and was awarded the Distinguished Alumni Award in 2004.

Examples of BDMD's hospitality experience includes:

- | | |
|---|-----------|
| • The Conrad Hotel (5-Star Hilton Luxury Brand) Indianapolis, IN | 243 rooms |
| • Homewood Suites by Hilton Indianapolis, IN | 120 rooms |
| • Crown Plaza Hotel (IHG) Union Station Indianapolis, IN | 275 rooms |
| • Le Meridian Hotel (Marriott) Indianapolis, IN | 100 rooms |
| • Home2 Suite by Hilton Indianapolis, IN | 106 rooms |
| • Historic Hampton Inn Indianapolis, IN | 190 rooms |
| • Hyatt Place at the Markham Gulfport, MS | 125 rooms |

Additional information on BDMD and examples of their work can be found in the Appendix section of the proposal.

Civil Engineering, Land Planning & Survey

eda Engineers-Surveyor-Planners

Gainesville, FL

For over 40 years EDA has been providing a wide range engineering, surveying and planning services to its clients in Gainesville and Alachua County and is one of the leading civil engineering firms in North Central Florida. The firm has extensive experience working with the City of Gainesville's public agencies and will be a valuable resource for the development team.

Examples of the company's previous projects in the Gainesville area are:

- City of Gainesville Public Works Building
- Residence Inn by Marriott
- Country Inn & Suites
- University Town Center
- Hilton Garden Inn

Key Executives:

Sergio Reyes, PE

President

Sergio has over twenty-seven years of experience working as a professional engineer in Florida and has worked both for the public and private sector providing solutions to their development needs from small office buildings and restaurants to large subdivisions and large retail centers. Reyes is a member of the American Society of Civil Engineering (ASCE) and the American Water Works Association (AWWA).

Clay Sweger AICP, LEED AP

Principal and Director of Planning

With over a decade of experience working as an urban planner in Florida, Clay's includes serving both public and private sector projects by preparing planning professional reports and studies, securing development entitlements, comprehensive plan amendments, zoning changes, land development code amendments, master plans, planned unit developments, annexations, due diligence reports and a wide variety of related regulatory permitting. Mr. Sweger is a member of the American Institute of Certified Planners (AICP) and is certified as a Leadership in Energy and Environmental Design Accredited Professional (LEED AP).

Development & Construction Consulting Services**Moran Advisors, LLC**

Zionsville, IN

A key part of MHG Hotel's development team, Moran Advisors will be providing development and construction consulting services that include project predevelopment work, assistance with capital sourcing, contract administration, construction oversight and program management. With decades of experience directing complex commercial development projects, Moran Advisors will help MHG interact with local public agencies that will be involved with the Project.

Examples of relevant experience include:

- Creating for Choice Hotels International an initial concept plan and financial models and coordinating land assemblage for \$38 million high-rise mixed-use project consisting of street-level retail, integrated parking structure and 185-room Cambria Suites hotel in Downtown Indianapolis.
- Handled all predevelopment, entitlement work and capital sourcing for an investment company client in connection with a \$23 million hotel portfolio.
- Served as development advisor, and owner representative for new \$12 million Hilton-branded hotel project in Greater Chicago area.
- Developed a repurposing plan for a 450,000 SF historic auto assembly complex to be converted into 300 apartment units and a 120-room extended stay hotel project.
- Member of development team for \$100 million PNC Center mixed-use development that is comprised of a 500-room Hyatt Regency hotel, 700,000 SF of office space and 30,000 sq. ft. of retail space in Downtown Indianapolis.

Key Executives:**Jack Moran****Managing Director**

A nationally recognized commercial real estate and construction professional, Jack Moran brings over 35 years industry experience to Moran Advisors. In addition to guiding the company's vision, operations, and business development activities, Mr. Moran also provides his leadership and expertise to all the company's engagements.

Representing the third generation of his family in the business, Mr. Moran has been responsible for \$1 billion in commercial projects totaling over 5.5 million square feet of space. He is one of the most accomplished real estate professionals in the industry, and has extensive experience in multiple property categories, including retail, office, industrial, hospitality, multi-family and institutional properties. Mr. Moran is also an expert on commercial land development and mixed-used projects.

Prior to forming Moran Advisors, Mr. Moran held senior positions with some of the country's leading real estate development and investment firms, including Duke Realty Corporation, Vantage Companies and Lauth Property Group.

Mr. Moran received a Bachelor of Science degree from Indiana University's Kelley School of Business where he majored in Management and Real Estate, and is a licensed general contractor and real estate broker. He is also involved in a number of civic groups and industry associations including: National Sporting Clays Association, Eiteljorg Museum, International Council of Shopping Centers, National Association of Industrial and Office Parks and Urban Land Institute.

William Raguse

Director of Construction & Project Services

Responsible for assisting clients with their construction and design requirements, Mr. Raguse brings over 38 years of experience to Moran Advisors. Over the course of his career he has overseen design and construction of hundreds of commercial, industrial and institutional projects nationwide, including over 40 retail stores for one of the country's largest department store chains. Prior to joining Moran Advisors, Mr. Raguse was Director of Development Services for a regional retail development company, and has held senior management positions with large national development and construction organizations.

A well-recognized expert in renovations and redevelopment projects, Mr. Raguse has personally directed two major urban historic redevelopment projects totaling almost \$100 million. In addition, he has supervised renovation and new construction of retail, office, industrial, medical and special purpose projects throughout the country.

A graduate of the University of Wisconsin where he received a degree in Electrical Engineering, Mr. Raguse's extensive background encompasses general construction services, design/build and pre-engineered building systems. Mr. Raguse is also holds a master electrical license as well as a real estate brokers' license.

Local Legal Counsel

Patrice Boyes, PA

Gainesville, FL

Patrice Boyes, Esq. has practiced law for more than 26 years in Florida in the areas of land use, commercial real estate, environmental law and related litigation. She represents development interests, property owners, institutional clients, and local governments. She is a co-founder and former executive of an environmental consulting firm with 30 employees and 3 offices in Florida. She also is a former journalist, having been Political Editor of the Tampa Tribune, a reporter or editor at various other daily papers, and a stringer for the New York Times.

Ms. Boyes holds a B.A. in political science from Dickinson College in Carlisle, Pennsylvania, an M.A. in journalism from the University of Michigan in Ann Arbor, and a J.D. from the University of Florida.

She is admitted to practice in the United States District Court for the Northern District of Florida, the Eleventh Circuit Court of Appeals, and the United States Supreme Court, and was admitted to the Florida Bar in 1991. She was included in the "2010 Directory of Distinguished Attorneys" by Martindale-Hubbell, and is a Master of the Bench in the American Inns of Court.

Ms. Boyes received a Florida Trust for Historic Preservation Award for adaptive reuse of a 100-yr.-old warehouse in Gainesville. She is also a member and Paul Harris Fellow +1 of Rotary International, and served on the 2010 District Nominating Committee of Boy Scouts of America. She is the founding Vice President of the Sebastian Ferrero Foundation, which spearheaded construction of a children's hospital in Alachua County; incoming 1st Vice President of the Gainesville Fine Arts Association, Inc., a Lifetime Patron of the Arts at Santa Fe College, and member of Gainesville Women's Forum. She regularly exhibits her abstract paintings and photography in local galleries and juried shows.

SECTION 2 – HOTEL BRAND, PROJECT DESCRIPTION & CONCEPTUAL DESIGN

Brand and Project Description

Brand Information

Embassy Suites by Hilton™ stands alone in the category of full service, upper upscale, all-suite hotels and will be Gainesville's first hotel in this category. Embassy Suites continues to outperform its competition with over 25 years of significant market share premiums and best-in-class customer service. The brand's unique, high value guest experience gives Embassy Suites enormous loyalty among business, group, family and leisure travelers alike.



Each Embassy Suites property offers guests a signature two-meal restaurant, as well as a free made-to-order breakfast and complimentary evening reception which may be accommodated within the restaurant space or it may be part of the atrium.

The brand command upper-upscale rates at profit margins that have been historically closer to focused service brands. Additional information on the brand and its performance are:

- More than 220 hotels throughout North America
- More than 51,000 rooms
- 73% average occupancy
- \$132.47 Average Room Rate and \$126.03 REVPAR Index

More detailed information on Embassy Suites brand property design and guest experience can be found in the Appendix section of the proposal.

Project Description

The Embassy Suites by Hilton hotel being proposed for Lot #10 in Gainesville, Florida will feature outstanding design elements and will be a dramatic addition to the Gainesville skyline. The 210,400-square foot, 11-story cast-in-place concrete structure will encompass the entire site and will have 182 guest rooms, over 11,000 square feet of meeting, ballroom, plus pre-function space, and approximately 4,100 square feet of street level retail space along SW 2nd Avenue.

As currently designed, the building will have one 11-story tower (South Tower) and one 10-story tower (West Tower) which will support the roof top pool and outdoor deck. The South Tower will contain an indoor/outdoor lounge, fitness center and 6 unique penthouse suites. The building will be designed and constructed to LEED standards and will feature solar panels installed on the South Tower roof top to provide heated water for the outdoor pool and guest rooms. The overall exterior design will be modern on the upper floors, while maintaining a

pedestrian scale on the lower floors, with outdoor seating, shade canopies and street landscaping. The final building design will reflect the color palette and shapes of Gainesville.

The ground floor of the hotel will include a modern lobby with adjoining outdoor courtyard, and nearby restaurant with lobby bar that will seat 17. Both the restaurant and lobby will be oriented on a north/south axis terminating with an outdoor cafe' with seating along SW 2nd Avenue. Local artwork will be showcased in the public areas of the first and second floors. The hotel will have covered drop-off lanes that will pass under the north section of the West Tower. The current plan is for self-parking and valet parking will be available for up to at least 170 vehicles in the adjacent SW Parking Garage, and the entire 42 space Lot #13 located immediately north of the hotel will be exclusively used for valet parking.

The second floor will house over 11,000 square feet of multi-function meeting spaces and fully digital conference center, along with an expansive pre-function area for ballroom events. The balance of the floor will be utilized for hotel administrative offices.

Floors 3 to 10 in the West Tower and floors 3 to 11 in the South Tower will house guest rooms currently configured as follows:

- 56 two-bed queen suites
- 48 one-room king suites
- 56 standard king suites
- 16 handicap accessible suites
- 6 penthouse suites (South Tower).

Addition information and examples of design elements, material selections and brand standard guest rooms of similar Embassy Suites can be found in the Appendix section of this proposal.

Description of functions and uses by floor:

Basement (Partial) – Central mechanical, electrical and plumbing support; laundry; staff work rooms; fire pump; staff break, lockers and dining rooms; central data room; and, elevator equipment rooms. Total area approximately 9,000 square feet.

First Floor – Guest drop off; lobby; front desk; luggage storage; data rooms; dining room; lobby bar; retail space (SW 2nd Ave.); outdoor dining; staff restrooms; kitchen, loading dock; trash room; compactor; backup generator; 2 loading bays; and, back of house storage and circulation. Total area approximately 22,600 square feet.

Second Floor – Meeting rooms; pre-function space; outdoor seating; meeting room storage; public restrooms; back of house support and food prep areas; and, hotel administrative offices. Total area approximately 28,800 square feet.

Floors 3 to 10 – Hotel guest rooms; ice/vending rooms; data room; and, housekeeping rooms. 17,300 square feet per floor for total area of 120,400 square feet.

Floor 11 – Outdoor pool, pool deck and outdoor seating; pool equipment; pool restrooms; indoor/outdoor lounge; lounge kitchen; VIP suites with outdoor patios; solar panel array; pump room; elevator penthouses; data room; and housekeeping room. Total area approximately 12,400 square feet.



Item # 1707160

MHGHOTELS®

VIEW LOOKING EAST ALONG SW 2nd AVE.



MHG HOTELS[®]

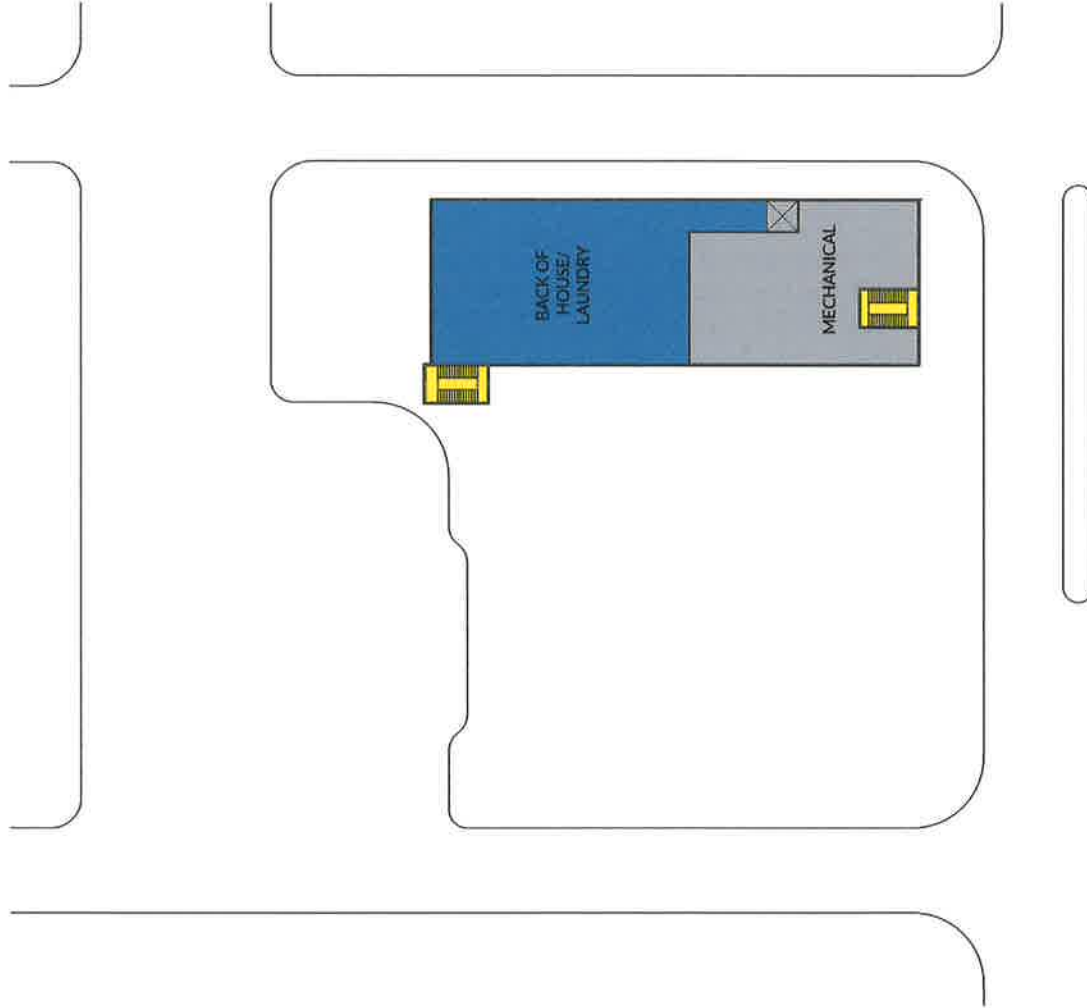
VIEW LOOKING EAST ALONG SW 2nd AVE.



Item # 1707160

MHGHOTELS®

VIEW LOOKING WEST ALONG SW 2nd AVE.



- AMENITY SPACES
- HOTEL SPACES
- MEETING ROOMS
- KITCHEN
- RETAIL SPACE
- HOTEL ROOMS
- PUBLIC CIRCULATION
- HOTEL CIRCULATION/
SUPPORT SPACES



Basement Floor Plan

Embassy Suites - Gainesville, FL

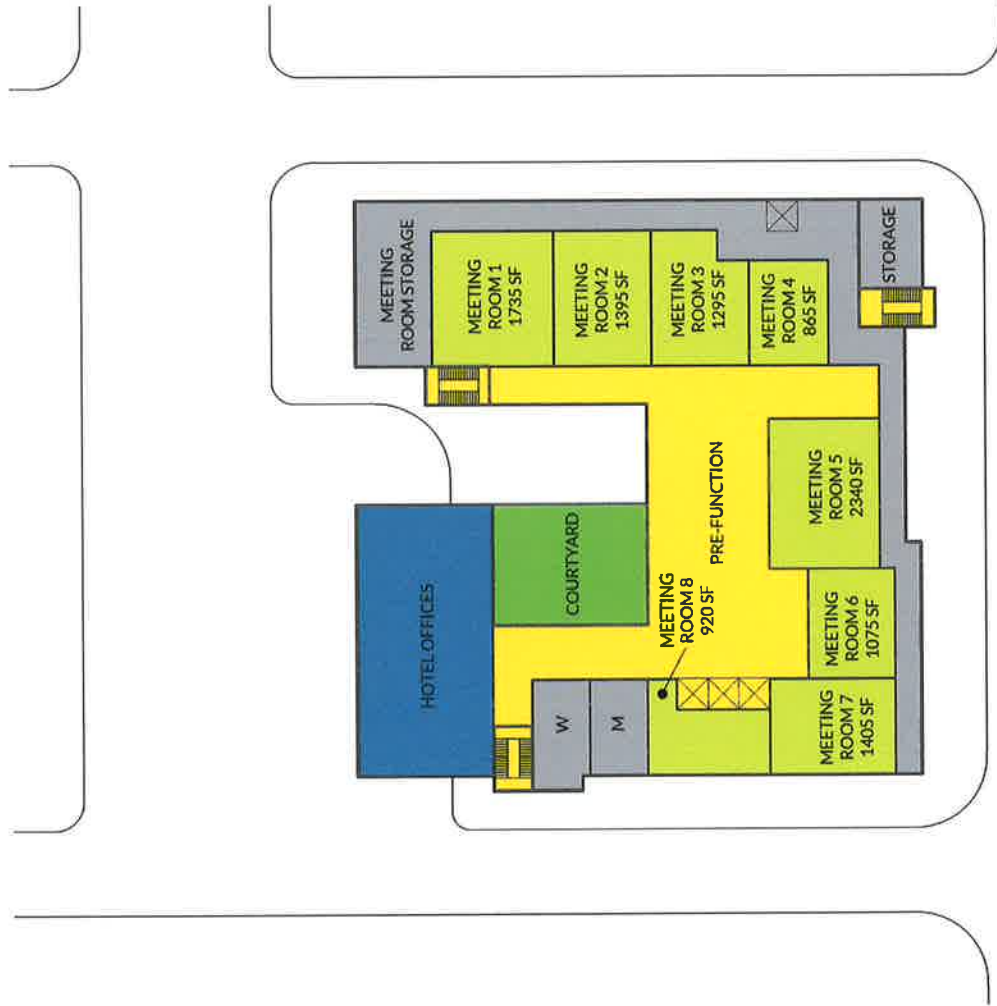
- AMENITY SPACES
- HOTEL SPACES
- MEETING ROOMS
- KITCHEN
- RETAIL SPACE
- HOTEL ROOMS
- PUBLIC CIRCULATION
- HOTEL CIRCULATION/
SUPPORT SPACES



First Floor Plan

Embassy Suites - Gainesville, FL

- AMENITY SPACES
- HOTEL SPACES
- MEETING ROOMS
- KITCHEN
- RETAIL SPACE
- HOTEL ROOMS
- PUBLIC CIRCULATION
- HOTEL CIRCULATION/
SUPPORT SPACES



Second Floor Plan

Embassy Suites - Gainesville, FL

- AMENITY SPACES
- HOTEL SPACES
- MEETING ROOMS
- KITCHEN
- RETAIL SPACE
- HOTEL ROOMS
- PUBLIC CIRCULATION
- HOTEL CIRCULATION/
SUPPORT SPACES



Typical Room Floor Plan

Embassy Suites - Gainesville, FL

- AMENITY SPACES
- HOTEL SPACES
- MEETING ROOMS
- KITCHEN
- RETAIL SPACE
- HOTEL ROOMS
- PUBLIC CIRCULATION
- HOTEL CIRCULATION/
SUPPORT SPACES



Eleventh Floor Plan

Embassy Suites - Gainesville, FL

SECTION 3 – ACQUISITION OF PROPERTY

Proposal to City of Gainesville - Acquisition of Lot #10

MHG Hotel LLC's ("MHG" or "Buyer") proposes to purchase from the City of Gainesville, Florida ("City" or "Seller") the Lot #10 property ("Property") on the following terms and conditions:

1. **Price.** Buyer shall pay a total purchase price of FIVE HUNDRED THOUSAND Dollars (\$500,000.00) ("Purchase Price") for the Property.
2. **Use of Property.** Buyer will commit to build and operate an Embassy Suites hotel substantially in accordance with the scope and design depicted in this proposal.
3. **Due Diligence.** Buyer will have 120 days following the later of (a) execution of the purchase contract ("Purchase Agreement") and (b) receipt of all the due diligence materials required by the Purchase Agreement to conduct such investigations relating to the Property as Buyer deems necessary or appropriate.
4. **Contingencies.** Buyer shall have 180 days following the execution of the Purchase Agreement ("Contingency Period") to satisfy or waive contingencies to close the transaction that will include, but not be limited to: obtaining all required public approvals, obtaining franchise approval (preliminary approval has already been obtained) securing all necessary financing. Buyer shall also have one (1) option to extend the Contingency Period for 90 days.
5. **Deposits.** Buyer shall deposit \$25,000.00 ("Initial Deposit") with an escrow/title company of Buyer's choice within five (5) business days of the effective date of the Purchase Agreement, and in the event Buyer elects to extend the Contingency Period (as described above), Buyer shall then deposit an additional \$25,000.00 ("Additional Deposit"). If Buyer terminates the Purchase Agreement on or before the expiration of the Due Diligence Period, the Initial Deposit shall be refunded to Buyer. In the event Buyer elects to extend the Contingency Period and then fails to close the transaction, the Initial Deposit and Additional Deposit shall be nonrefundable and shall be paid to Seller as liquidated damages; however, all deposits shall be credited against the Purchase Price in the event Buyer does in fact close the transaction.
6. **Closing.** Subject to the complete satisfaction of all conditions set forth in the Purchase Agreement, the closing shall take place within 30 days after the expiration of the Contingency Period.
7. **Assignment.** The Purchase Agreement shall be assignable by Buyer to an affiliate of Buyer prior to closing.
8. **Transaction Costs.** Buyer and Seller shall each bear (a) their own costs and expenses incurred in connection with negotiations contemplated under this proposal and (b) costs, charges and expenses customarily charged to buyers and sellers in connection with similar transactions.
9. **Performance.** Buyer shall agree to a provision whereby the Seller may repurchase the Property for the original Purchase Price in the event Buyer, or its affiliate, has not commenced construction of the Project within twelve (12) months of the date of closing.

Additional conditions of MHG's proposal are:

- a. The City shall enter into long-term parking agreement with MHG for the currently available parking spaces (not less than 160 spaces) along with additional parking spaces that may become available in the future, in the South West Parking Garage, with charges and terms and conditions acceptable to MHG. In addition, MHG will require rights to use the garage for evening events under terms and conditions to be mutually agreed upon.
- b. The City shall close City Parking Lot #13 to the public thirty (30) prior to the date construction commences on the Project and will allow MHG use of the lot free of charge during the construction phase of the Project for construction staging and storage. The City shall also enter into a long-term license agreement with MHG for use of the entire Lot #13 upon opening of the Project with charges and terms and conditions acceptable to MHG.
- c. The City will eliminate street parking on the south side of SW 1st Ave. between SW 2nd Street and SW 1st Street.
- d. The City's CRA shall provide a minimum of \$1.5 million in funding for streetscape improvements, street lighting, hardscape/landscape improvements, and other project related infrastructure improvements.
- e. The City shall waive 75% of all municipal fees and charges connected with the construction of the Project
- f. The City agree to abatement personal property taxes for 10 years.
- g. The City will facilitate a rebate to MHG of 50% of the room taxes generated by the Project for the first 10 years of operation, which will be used exclusively for hotel marketing activities.

SECTION 4 – FINANCIAL PROJECTIONS

Embassy Suites**Gainesville, FL****Preliminary Project Budget**

| | |
|-------------------------------------|-----------------------------------|
| Land | \$500,000 |
| Hard Costs | |
| Construction - Hotel | \$30,030,000 |
| Furniture, Fixtures & Equipment | 7,098,000 |
| Construction - Retail Space | 450,000 |
| Tenant Improvements - Retail Space | <u>157,000</u> |
| Total Hard Costs | \$37,735,000 |
| Soft Costs | |
| Project Administration | \$400,000 |
| Architectural, Engineering & Design | 1,050,000 |
| Construction Inspection Fees | 90,000 |
| Development Services | 1,300,000 |
| Appraisal & Market Study | 30,000 |
| Loan Fees | 350,000 |
| Legal | 125,000 |
| Leasing Commissions - Retail | 25,000 |
| Local Permits & Fees | 425,000 |
| Franchise Fee | 75,000 |
| Survey, Testing & Environmental | 60,000 |
| Title Insurance | 70,000 |
| Interest Carry | 1,275,000 |
| Pre-Opening | 325,000 |
| Signage | 100,000 |
| Telecom | 230,000 |
| Operating Supplies & Equipment | 365,000 |
| Real Estate Services | 25,000 |
| Consultants | 300,000 |
| Procurement Fees | 95,000 |
| Contingency | <u>2,750,000</u> |
| Total indirect | <u>9,465,000</u> |
| Total Cost | <u><u>\$47,700,000</u></u> |

Embassy Suites
Gainesville, FL

Sources & Uses of Funds:

Sources

| | |
|-----------------|---------------------|
| Sr. Debt | \$35,775,000 |
| City Incentives | \$1,500,000 |
| Sponsor Equity | \$10,425,000 |
| Total Sources | <u>\$47,700,000</u> |

Uses

| | |
|------------|---------------------|
| Land | \$500,000 |
| Hard Costs | \$37,735,000 |
| Soft Costs | \$9,465,000 |
| Total Uses | <u>\$47,700,000</u> |

Financing Assumptions:

| | |
|--------------------------------|--------------|
| Total Cost | \$47,700,000 |
| Senior Debt (75% Loan to Cost) | \$35,775,000 |
| Interest Rate | 5.75% |
| Term | 10 years |
| Amortization | 25 years |
| Annual Debt Service | \$2,700,753 |

Embassy Suites

Gainesville, FL

10 Year Income Projections

Income Projections - Hotel

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|------------------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Rooms In Service | 182 | 182 | 182 | 182 | 182 | 182 | 182 | 182 | 182 | 182 |
| Total Rooms Available | 66,430 | 66,430 | 66,430 | 66,430 | 66,430 | 66,430 | 66,430 | 66,430 | 66,430 | 66,430 |
| Rooms Sold | 42,847 | 43,512 | 45,505 | 46,999 | 49,823 | 54,971 | 55,203 | 55,469 | 55,635 | 55,768 |
| Occupancy | 64.5% | 65.5% | 68.5% | 70.8% | 75.0% | 82.8% | 83.1% | 83.5% | 83.8% | 84.0% |
| Avg. Daily Rate (ADR) | \$157.75 | \$161.69 | \$165.74 | \$169.88 | \$174.13 | \$185.50 | \$190.14 | \$194.89 | \$199.76 | \$204.76 |
| RevPar | \$101.75 | \$105.91 | \$113.53 | \$120.19 | \$130.59 | \$153.50 | \$158.00 | \$162.73 | \$167.30 | \$171.89 |
| Revenues | \$8,215,271 | \$8,548,898 | \$9,161,661 | \$9,724,190 | \$10,543,791 | \$12,280,431 | \$12,664,163 | \$13,017,909 | \$13,354,582 | \$13,691,600 |
| Department Expenses | 1,921,697 | 1,927,071 | 2,045,218 | 2,135,364 | 2,282,956 | 2,790,281 | 2,834,425 | 2,859,228 | 2,875,421 | 2,891,796 |
| Gross Operating Income | 6,293,574 | 6,621,826 | 7,116,442 | 7,588,826 | 8,260,835 | 9,490,150 | 9,829,737 | 10,158,681 | 10,479,161 | 10,799,804 |
| Undistributed Expenses | 2,428,720 | 2,517,945 | 2,688,393 | 2,835,979 | 3,068,615 | 3,511,682 | 3,601,932 | 3,694,749 | 3,783,056 | 3,871,200 |
| Gross Operating Profit | 3,864,854 | 4,103,881 | 4,428,050 | 4,752,847 | 5,192,220 | 5,978,467 | 6,227,806 | 6,463,932 | 6,696,105 | 6,928,604 |
| Fixed Expenses | 179,959 | 321,007 | 387,109 | 404,490 | 433,890 | 484,541 | 490,999 | 497,759 | 509,342 | 517,380 |
| EBITDA | 3,684,895 | 3,782,874 | 4,040,941 | 4,348,357 | 4,758,330 | 5,493,927 | 5,736,807 | 5,966,173 | 6,186,764 | 6,411,224 |
| Replacement Reserves | 410,764 | 427,445 | 458,083 | 486,209 | 527,190 | 614,022 | 633,208 | 650,895 | 667,729 | 684,580 |
| Net Income | \$3,274,131 | \$3,355,429 | \$3,582,858 | \$3,862,148 | \$4,231,140 | \$4,879,905 | \$5,103,599 | \$5,315,278 | \$5,519,035 | \$5,726,644 |

Income Projections - Retail

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|--------------------------------|----------|----------|-----------|-----------|-----------|----------|-----------|-----------|-----------|-----------|
| Total Leaseable Area (Sq. Ft.) | 4,100 | 4,100 | 4,100 | 4,100 | 4,100 | 4,100 | 4,100 | 4,100 | 4,100 | 4,100 |
| Total Leased (Sq. Ft.) | 2,500 | 2,500 | 4,100 | 4,100 | 4,100 | 2,500 | 4,100 | 4,100 | 4,100 | 4,100 |
| Average Rental Rate/Sq. Ft. | \$20.00 | \$21.00 | \$21.25 | \$21.50 | \$21.75 | \$22.00 | \$22.25 | \$22.50 | \$22.75 | \$23.00 |
| Revenues | \$62,000 | \$65,413 | \$109,562 | \$111,028 | \$112,730 | \$69,756 | \$115,866 | \$117,332 | \$119,208 | \$113,980 |
| Expenses | 18,960 | 20,372 | 26,727 | 28,016 | 28,699 | 24,245 | 30,260 | 31,828 | 31,828 | 24,239 |
| EBITDA | 43,040 | 45,041 | 82,835 | 83,012 | 84,030 | 45,511 | 85,606 | 85,503 | 87,379 | 89,741 |
| Reserves | 1,025 | 1,025 | 1,025 | 1,025 | 1,025 | 1,025 | 1,025 | 1,025 | 1,025 | 1,025 |
| Net Income | \$42,015 | \$44,016 | \$81,810 | \$81,987 | \$83,005 | \$44,486 | \$84,581 | \$84,478 | \$86,354 | \$88,716 |

Project Summary

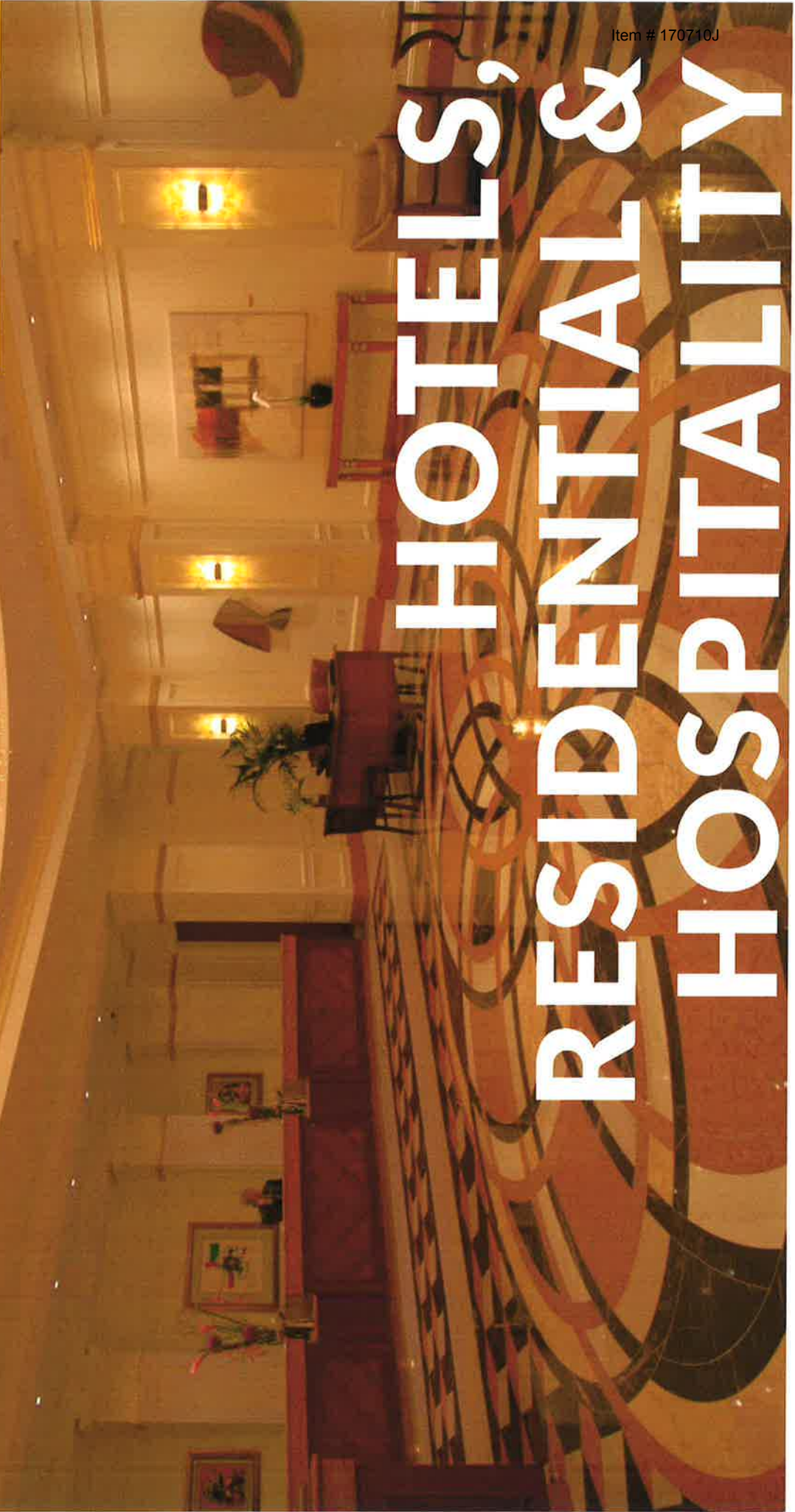
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|-------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Consolidated Net Income | \$3,316,146 | \$3,399,445 | \$3,664,668 | \$3,944,135 | \$4,314,145 | \$4,924,391 | \$5,188,180 | \$5,399,756 | \$5,605,389 | \$5,815,360 |
| Less: Debt Service | 2,700,753 | 2,700,753 | 2,700,753 | 2,700,753 | 2,700,753 | 2,700,753 | 2,700,753 | 2,700,753 | 2,700,753 | 2,700,753 |
| Net Cash Flows | \$615,393 | \$698,692 | \$963,915 | \$1,243,382 | \$1,613,392 | \$2,223,638 | \$2,487,427 | \$2,699,003 | \$2,904,636 | \$3,114,607 |

| | | | | | | | | | | |
|-----|------|------|------|------|------|------|------|------|------|------|
| DCR | 1.23 | 1.26 | 1.36 | 1.46 | 1.60 | 1.82 | 1.92 | 2.00 | 2.08 | 2.15 |
|-----|------|------|------|------|------|------|------|------|------|------|

SECTION 5 – APPENDIX

BROWNING
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HOTELS, RESIDENTIALITY & HOSPITALITY



Browning Day Mullins Dierdorf is an integrated Architectural, Landscape Architectural and Planning firm in Central Indiana that has successfully combined project leadership and design since 1967. In our designs we look for the big idea. Our clients tell us that we provide unique, award winning, value-based design solutions.

From luxury hotels like the Conrad, to renovated train stations like the Crowne Plaza Union Station and extended stay properties like the Homewood Suites, Browning Day's hotel portfolio is diverse and echoes our clients' mission of hospitality while incorporating innovative concepts and unique touches that reflect each brand's signature and personality.

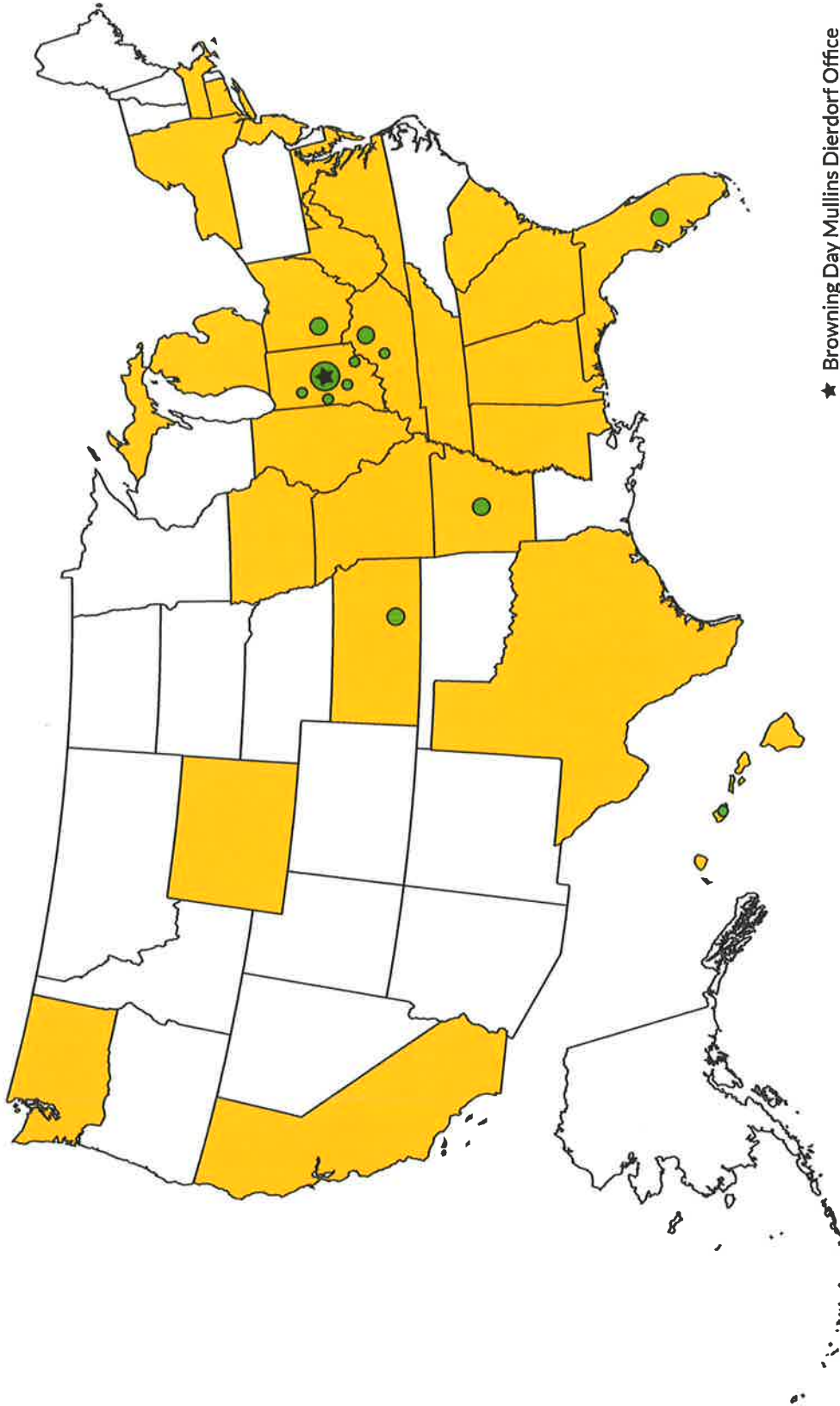
Through a blend of versatile and comfortable spaces in hotels, restaurants and conference centers, our designs create hospitable environments and positive experiences for patrons. Whether renovating an existing hotel, or building a new conference center, our solutions effectively integrate the various aspects of hospitality operations with a consideration for noise isolation, and an eye for functionality. The final product is a design that provides spaces that are warm, welcoming, and sophisticated.

We believe effective design must reflect something true about our clients and the individual users. Our design is directed toward our client's individual needs, not those of a mass audience, which is apparent in the diverse appearance of our projects. In the past four decades, Browning Day has been recognized and honored with more than 150 design awards.



NATIONAL EXPERIENCE

Large, small, public and private clients throughout the country in 27 different states.



- ★ Browning Day Mullins Dierdorf Office
- Firm Experience
- Residential Projects

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LEADERSHIP + DESIGN®



Item # 170710J

STAYLOH HOTELS



HOTELS



The Conrad Hotel

HILTON HOTELS
Indianapolis, Ind.

The Conrad Indianapolis is a 22-story luxury hotel and condominium tower located within the prestigious Circle Block in the heart of downtown Indianapolis. The hotel sits on the site of the former Roosevelt Building that was demolished in 1990 leaving a vacant eyesore until 2004.

Hotel interiors feature a fresh interpretation of traditional décor that is both sophisticated and comfortable. A lobby lounge and restaurant are located on the ground floor, with a variety of meeting rooms, ballroom, and boardrooms on the second floor. The hotel boasts 243 luxury room including 23 suites, and 18 luxury residential condominiums. An expansive fitness center and spa with swimming pool, sauna, and steam rooms serve as amenity for both guests and residents.

With high end fixtures, quality materials, and a luxury design aesthetic, the Conrad Indianapolis has been designed to meet the high expectations of the Conrad guest. The hotel is a destination place in Indianapolis and is frequently used for several black tie events.





HOTELS



Union Station Renovation & Adaptive Reuse Indianapolis, Ind.

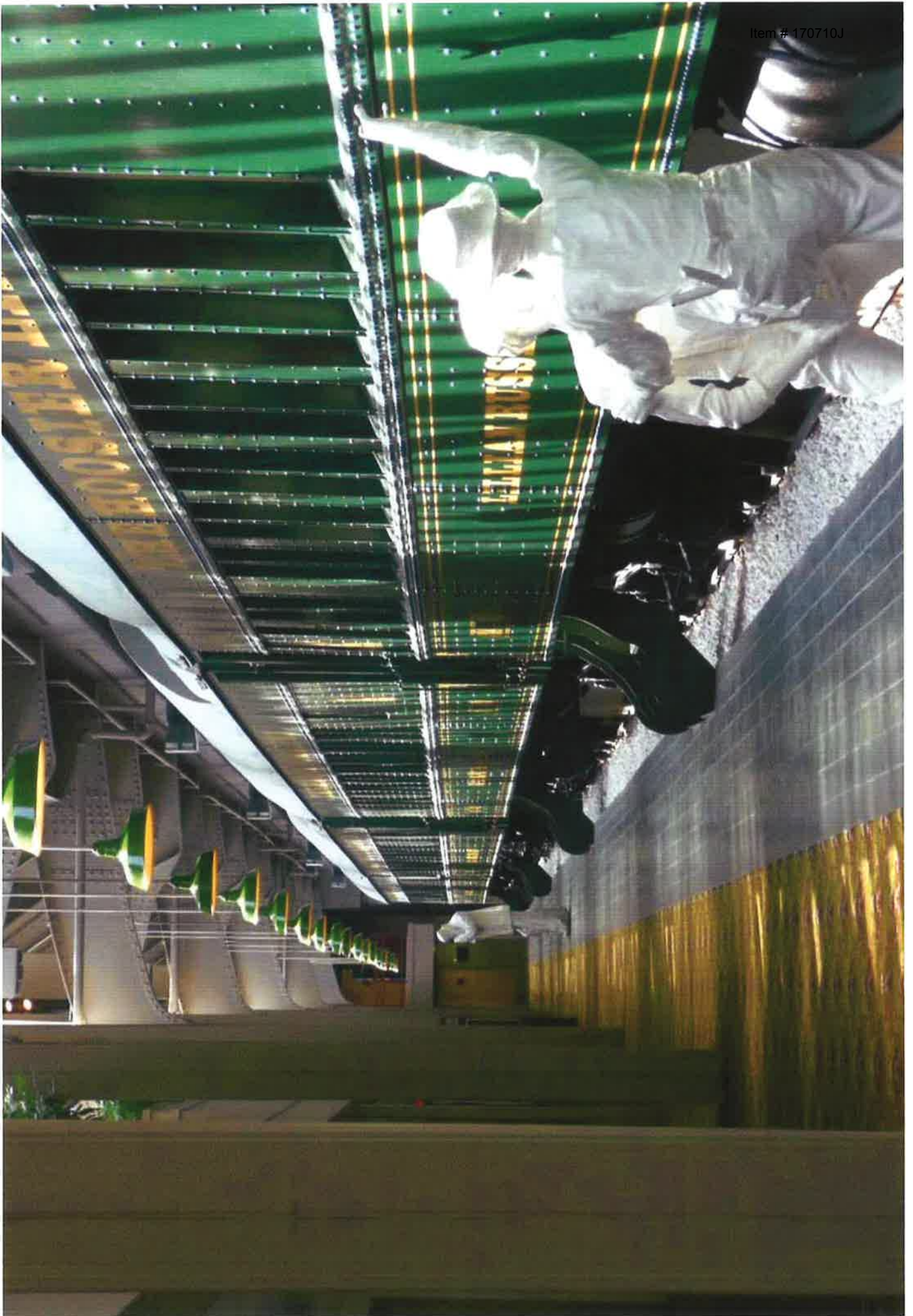
This unique hotel, located in historic Union Station, is a large development within an 1880s passenger station and an adjoining train shed, together totaling 750,000 square feet. The passenger station, one of the finest examples of Romanesque architecture in the country, was restored to its original appearance with the use of resplendent color and is now a brilliant setting for conferences and special events.

The 275-room hotel includes 13 original train cars that have been remodeled into thematic, turn-of-the-century suites. This adaptive reuse was designed to the Department of Interior-National Park Service's Guidelines for Historic Preservation standards.



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HOTELS



Homewood Suites Indianapolis, Ind.

This hotel, located in a historic district of Indianapolis, features a linear room layout that was developed by Homewood Suites. The architectural team rose up to the challenge of fitting the prototype hotel suite layouts and support spaces in two existing adjacent facility footprints and ensured the final product looks cohesive with a seamless transition between both buildings.

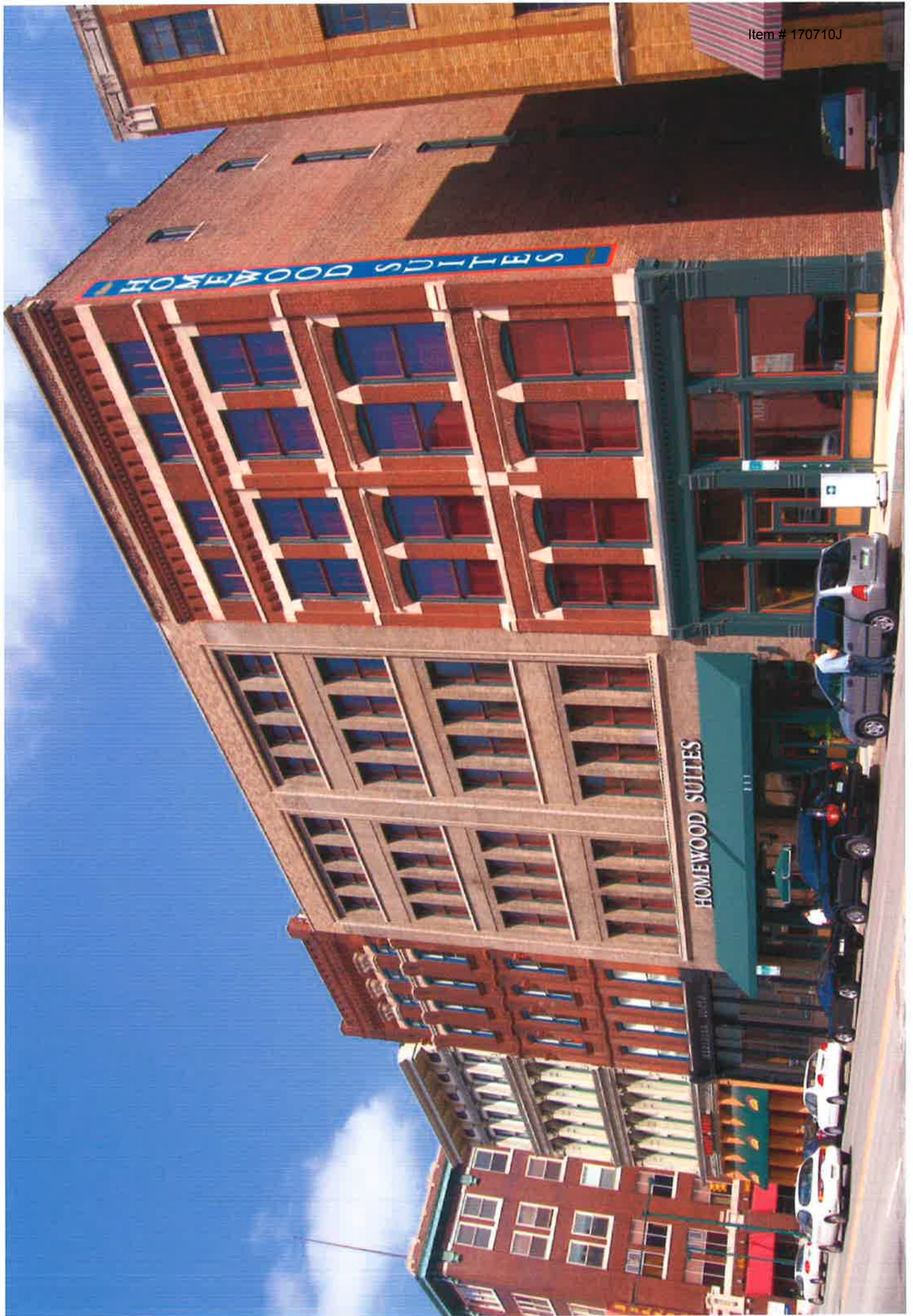
The design of the large suite guest rooms highlight the unique historic features of the buildings with 10-foot high ceilings, exposed beams and columns and in some cases exposed brick walls. Because these two buildings are in a locally designated historic district, the design had to meet specific requirements. A new tin ceiling that matches the original metal ceiling pattern was installed in the lobby and the billiards room was fitted with a wood slat ceiling that matches the historic ceiling that had to be removed for fire code reasons.

The exterior facade and sides of the buildings were cleaned and restored. The restoration efforts included the new wood storefront, new or restored windows, repointing of the masonry and repairing the cast-iron front of the building.



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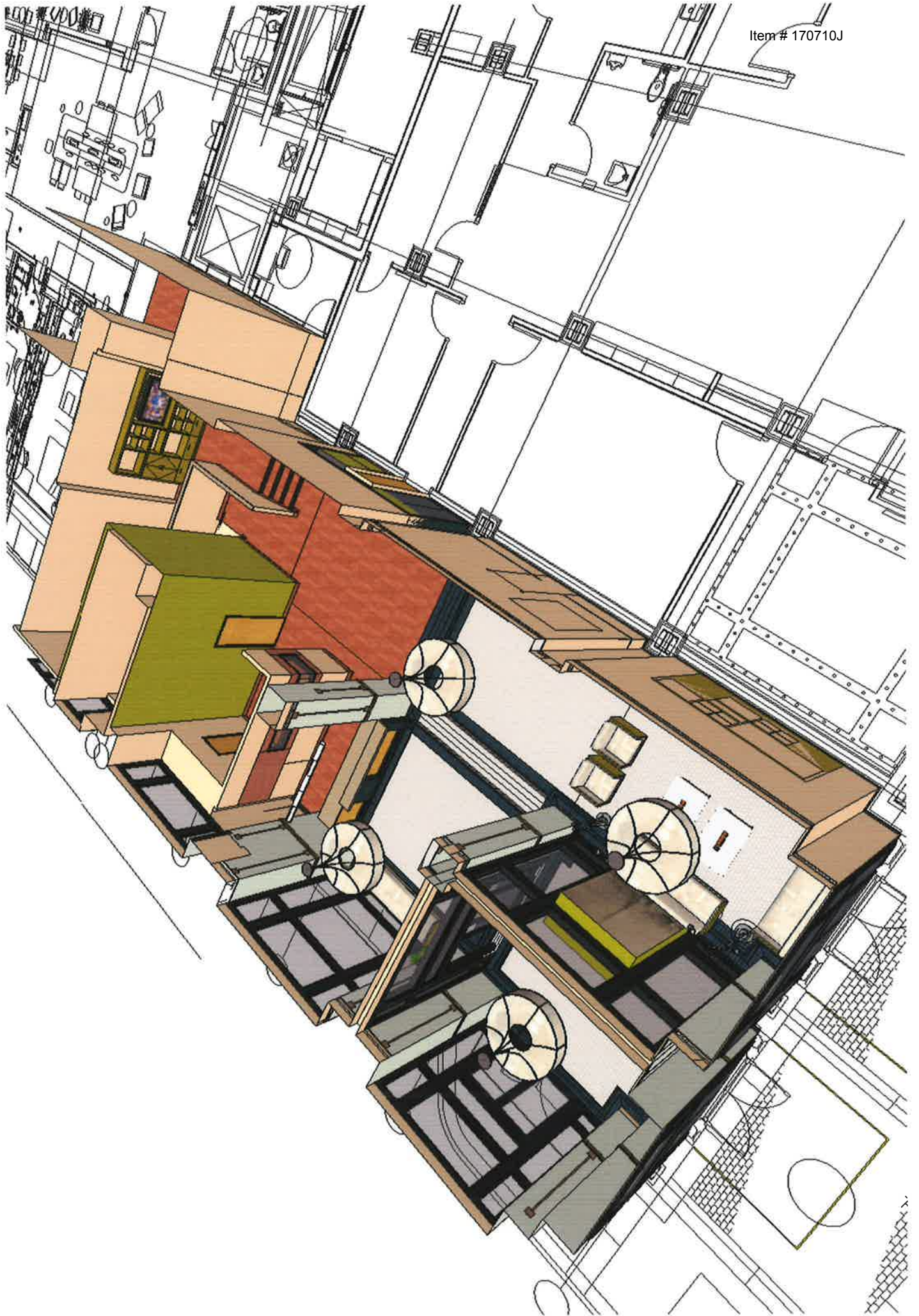
HOTELS



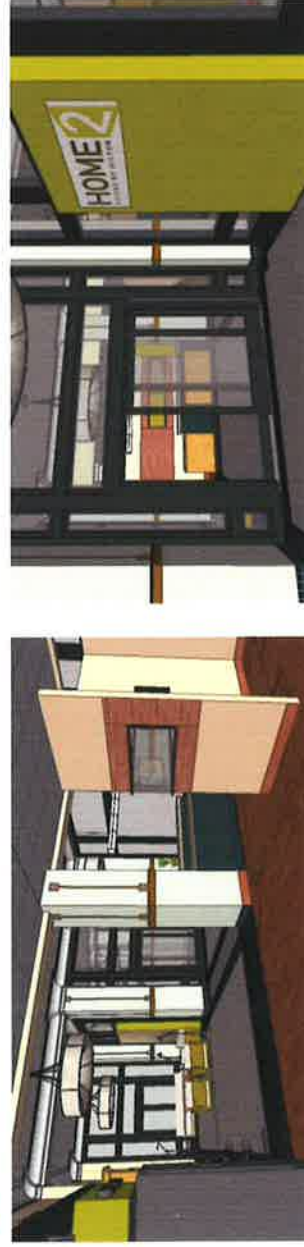
Le Meridien Hotel Indianapolis, Ind.

Browning Day Mullins Dierdorf served as Architect-of-record for the remodel of the historic Canterbury hotel in downtown Indianapolis, into a luxury brand boutique hotel. The 73,794 square foot soft remodel included the complete renovation of 100 guest rooms into comfortable king size beds and oversized showers. A large open atrium was infilled to accommodate more meeting space while the entire first floor was transformed into a boutique restaurant, complete with a redesigned kitchen by a renowned food service designer from San Francisco. A new 800 square foot fitness center furnished with the latest fitness equipment was included in this renovation.

Close collaboration with several out of state designers allowed Browning Day to bring the project to fruition on a limited time line. Construction drawings and construction were completed within 12 months.



HOTELS



Homes 2 Suites Indianapolis, Ind.

The Consolidated Building is one of the most historic structures in downtown Indianapolis. Located at 115 North Pennsylvania Street, the 15-story, 167,000 square foot edifice was originally constructed in 1910. A seven-story, 88,800 square foot annex was added in 1967. The Consolidated has been historically used as an office building.

This project is converting the 'annex' into a boutique hotel. The entry and lobby will be located in the historic tower to give the hotel a presence at street level. A portion of the lobby will restore historic features of the early construction of the tower. The interior of the building will be gutted and entirely re-fitted with new finishes consistent with the Home 2 Suites brand, as well as plumbing, mechanical, and electrical systems.

When completed the new Home 2 Suites Hotel will have approximately 106 rooms, fitness area, pool, conference room, and a beautiful lounge space that will be used to hold morning and evening functions for the hotel.

HOTELS



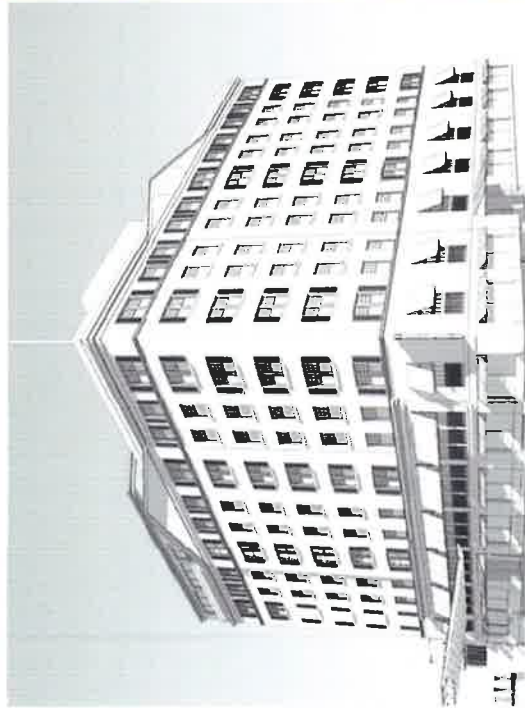
Historic Hampton Inn Indianapolis, Ind.

The Hampton Inn in downtown Indianapolis is an award-winning adaptive reuse of the former Chesapeake Building. This 1920s structure, originally constructed as an office building for the Big Four Railroad, was converted into 190 hotel rooms.

Awnings were added to give the building an identity that would harmonize with the historic district. A second-floor breakfast room allows the visitors a view to the Circle Centre Mall and can be used as pre-function space for meeting rooms.



HISTORIC & ADAPTIVE REUSE HOTEL



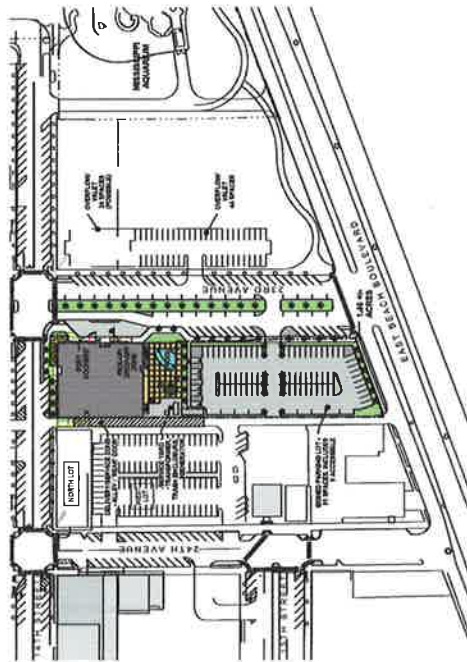
Hyatt Places at The Markham

TKCS DEVELOPMENT
Gulfport, Miss.

TKCS hired Browning Day Mullins Dierdorf to help them revive a National Historic Registry building in downtown Gulfport that has sat empty and an eyesore to the community since 2005's Hurricane Katrina.

The Markham will be the official hotel of the new Mississippi Aquarium being constructed a block from the hotel. This will give visitors a hotel convenient to a new regional attraction, the downtown district, and the gulf beaches. The walks around the building will be re-built to the new streetscape standards being implemented by the City of Gulfport further integrating the hotel into the new downtown fabric. Restoration of The Markham will eliminate an eyesore on the skyline of Gulfport as it is one of the tallest structures in the downtown.

The new design includes a complete restoration of the façade, lobby flooring, railings, walls, and trim with a new entrance sequence, lounges, a new pool and pool bar, corner outside dining area, a sun room meeting space, new deck off of the sun room that overlooks the pool with views to the beach and gulf, and turning former hotel rooms into contemporary rooms to meet the number of rooms and amenities required by the Hyatt hotel chain.



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Proposed Hotel at the Indianapolis Motor Speedway

BROWNING INVESTMENTS
Speedway, Ind.

The town of Speedway, Indiana is building upon its unique history and motorsports ancestry. Located just west of downtown Indianapolis, Speedway is home to the Indianapolis Motor Speedway (the IMS), the world's largest spectator sports facility. Speedway was once only thought of as a destination for the Indianapolis 500 Mile Race but is evolving into an area with 365 day-a-year vibrancy and appeal. The exciting transformation of this area is driven by multiple redevelopment efforts including a proposed hotel located on the perimeter of the famous track.

Browning Day worked closely with Browning Investments with the design plans for a new Turn 2 Hotel with guest, executive, penthouse, and hospitality suites.

HOTEL STUDIES



Proposed Midfield Hotel INDIANAPOLIS AIRPORT AUTHORITY Indianapolis, Ind.

In 2006, Browning Day Mullins Dierdorf was asked to provide a potential design for a Hotel at the new Indianapolis International Airport.

Browning Day, along with a group of potential investors, came up with a modern, sophisticated hotel for the Westin brand that would provide comfort to traveler with the convenience of being connect to the Midfield Terminal.



Proposed Hotel at Canal Pointe

BROWNING INVESTMENTS
Indianapolis, Ind.

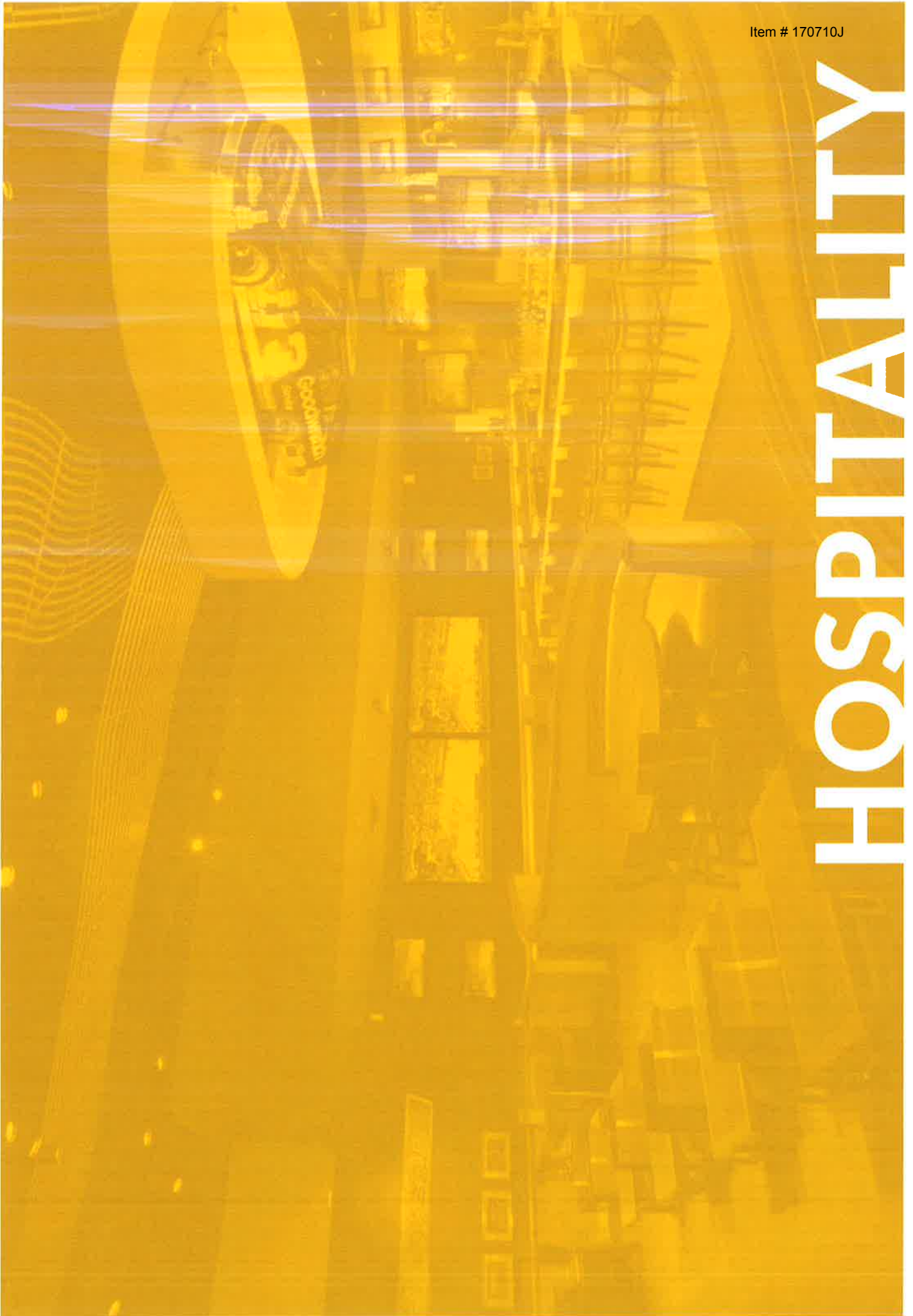
Located on the edge of the Broad Ripple Canal, this mixed-use project was designed to add life to the already vibrant neighborhood and solve many of the problems that have plagued this popular area of town, namely parking and new housing.

The original design for this development provided a combination of apartments, retail, parking garage, and a proposed hotel. The 131,000 square-foot residential component includes 119 wood-framed townhouse and apartment units, sitting atop a 34,000 square-foot grocery and retail space. A four-level garage provides parking for more than 350 vehicles. The site will be developed to include streetscape, related pedestrian ways and lush landscape to complement the development and the nearby canal.

While the hotel component of the design will not be built, Browning Day is under contract to design the residential, retail and parking components on the north side of the canal from College Avenue to the Guilford bridge.

Item # 170710J

HOSPITALITY



HOSPITALITY



Indiana Convention Center (Phase IV) Expansion Indianapolis, Ind.

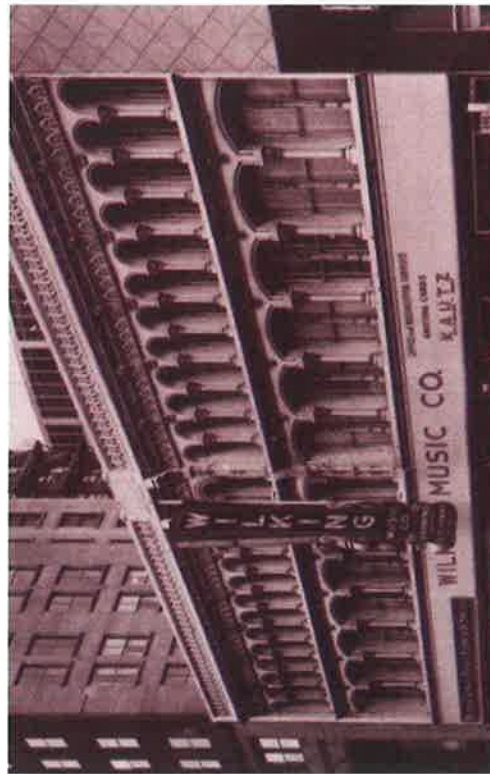
This newest expansion to the Indiana Convention Center allows the facility to attract exhibitions from a large segment of the convention market and retain events and trade shows that otherwise might have outgrown the facility.

The expanded center can accommodate large, full-facility shows or host two or more events simultaneously. An additional public entry was designed and an exhibit hall was added.

The addition provides a spatial, technical and finish quality consistent with the Convention Center's earlier building phases. Operation was maintained during construction.



HOSPITALITY



Circle Center Mall Facades

SIMON MALLS
Indianapolis, Ind.

This \$325-million mixed-use development connects nearly four blocks of downtown Indianapolis. Circle Centre is a capstone to the redevelopment of downtown and is a strong force in the economic development of the city.

Circle Centre contains 1.4 million square feet of retail space, restaurants, nightclubs and underground parking spaces for about 5,300 cars. Unique to this project is the integration of 19 historic buildings.

Browning Day was part of a Joint Venture for this project called Centre Venture with CSO Architects.

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HOSPITALITY



Indiana Live! Casino Shelbyville, Ind.

Indiana Live! Casino, located in Shelbyville, Indiana, consists of more than 230,000 Square Feet and includes a cafeteria, restaurants, bars, and several lounges. The restaurants include a Bar & Grille, an upper-end steakhouse and the Live! Market with several kiosks ranging from Asian cuisine, to steaks, to a dessert bar. A center bar is located on the casino floor, in addition to several other bars within the restaurants and each lounge. The casino also has two nightclubs and three lounges, High Limit, Gold and Platinum Club, all consist of high-end finishes with separate amenities. The upper level of the casino houses several office areas, security/surveillance, and connectors to adjacent structures.



The Casino is connected to the existing Indiana Downs horse track by means of a seamless transition across an enclosed bridge from the second level. It is also connected to a five level, 1200-space parking garage via an enclosed bridge.

Project challenges included integrating the new facility with the existing structures on a quick schedule, all of which was completed in less than 16 months.

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SENIOR LEADERSHIP



GREG JACOBY AIA

EDUCATION

Ball State University, Bachelor's degree in Architecture, and Bachelor's degree in Science Environmental Design, 1982

REGISTRATION

Indiana #AR00860208
Kansas #5359
Missouri #2008029200
Ohio #13452
Texas #21197
Tennessee #102886
NCARB #99463
West Virginia #601240

COMMUNITY/CORPORATE

INVOLVEMENT

ULI, district chair (2012-15)
Ball State University
- CAP Alumni Council (2001-2012)
Legatus Member (2005-present)
Legatus President (2012)

Greg Jacoby, AIA, is a principal and the president of Browning Day Mullins Dierdorf. He leads our preservation/reuse practice and has extensive experience with these types of projects all across the Eastern U.S. Greg is recognized for his work with the Indiana State Fair Coliseum, Union Station Renovation, Ball State University Fine Arts Building, and the Indianapolis Symphony Orchestra Hilbert Circle Theatre Stage Renovation. Greg earned a Bachelor of Architecture and Environmental Science Degree from Ball State University in 1982, and was awarded the Distinguished Alumni Award in 2004.

RELEVANT PROJECT EXPERIENCE

Hotels

Le Meridien Hotel, Indianapolis, Ind.
Homes 2 Suites, Indianapolis, Ind.
Hampton Inn Renovation, Indianapolis, Ind.
Hilton Garden Inn, West Lafayette, Indiana
Downtown Homewood Suites, Indianapolis, Ind.
The Conrad Hotel, Indianapolis, Ind.

Urban Planning & Mixed Use

Pulliam Square, Indianapolis, Ind.
Penn Street Tower, Indianapolis, Ind.
The Whit, Indianapolis, Ind.
The Coil Apartments, Indianapolis, Ind.
Athena Center Renovation, Crawfordsville, Ind.
Wabash Landing Apartments, West Lafayette, Ind.
Circle Center Mall, Indianapolis, Ind.
Allen Plaza, Indianapolis, Ind.
Centre City Building Renovation & Adaptive Reuse, Dayton, Ohio
Market Centre Remodel, Wichita, Kan.

Donaghey Apartments Renovation, Little Rock, Ark.
The Overlook at Riverdale, Marian University, Indianapolis, Ind.

Residential

Residences at the Conrad, Indianapolis, Ind.

Mill No. 9, Indianapolis, Ind.

Indianapolis Athletic Club Condominiums, Indianapolis, Ind.
Lebanon Senior Housing Renovation, Lebanon, Ind.
Mission Place Building, Indianapolis, Ind.
Pennsylvania Apartments, Indianapolis, Ind.
Prestwick Condominiums, Avon, Ind.
Raleigh Apartments, Indianapolis, Ind.
The Armory, Columbus, Ind.

Preservation/Adaptive Reuse

Indiana State Fair Coliseum, Indianapolis, Ind.
Le Merdien Hotel, Indianapolis, Ind.
Penn Street Tower, Indianapolis, Ind.
Indianapolis Symphony Orchestra, Hilbert Circle Theatre Stage Renovation, Indianapolis, Ind.
Union Station Interior Renovation, Indianapolis, Ind.

Historic Housing Renovation

Ambassador Apartments, Indianapolis
Raleigh Apartments, Indianapolis
Martens Apartments, Indianapolis
Buckingham/Balmoral Apartments, Indianapolis
Lockerbie Court Apartments, Indianapolis
Massachusetts Apartments, Indianapolis

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DIERDORF

626 North Illinois Street - Indianapolis, Indiana 46204 - 317.635.5030 - bdmd.com

ARCHITECTURE + PLANNING + LANDSCAPE ARCHITECTURE

ARCHITECTURE
BRAND MOMENTS
SIGNATURE DESIGN ELEMENTS

SECTION II
EMBASSY SUITES BY HILTON
PROPERTY DESIGN

ARCHITECTURE

At Embassy Suites by Hilton, each of our properties is designed with the surrounding landscape and environment in mind, creating a look and feel that is both natural and authentic. The building's design provides guests with a sense of anticipation, while the internal attributes help us provide the unique services and experiences for which Embassy Suites is well known.

EXTERIOR

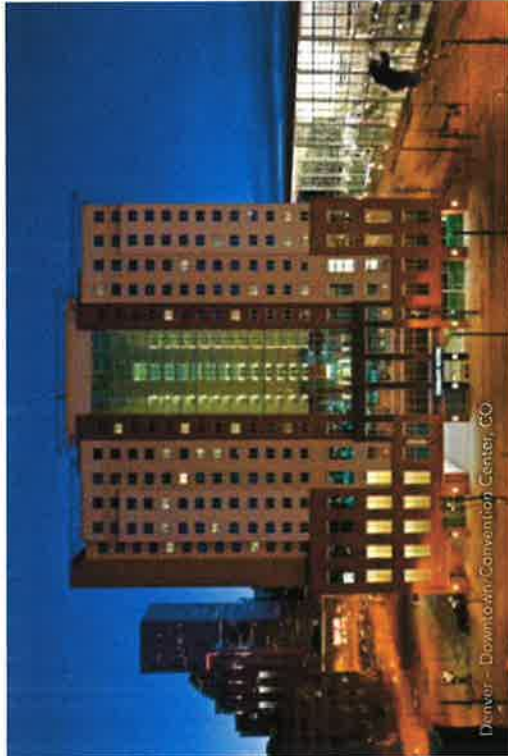
Our guests' on-site experiences begin before they walk through our doors. With materials and design, we provide our guests with a sense of anticipation for what they'll find inside. The exterior should include:

EXTERIOR BUILDING MATERIALS complement the landscape and the environment, strengthening the property's authenticity

REGIONAL MATERIALS such as stone, brick and wood, reinforcing a sense of place

TEXTURED STUCCO in natural earth tones provides a clean canvas for featured local materials

CONTEMPORARY STOREFRONT WINDOWS AND GLASS DOORS create a light and airy interior while allowing potential guests a look into the lobby



BRAND MOMENTS LANDSCAPING AND WATER FEATURES



Through **LANDSCAPING** and **WATER FEATURES**, we have found a contemporary way to bring nature indoors to provide our guests with a relaxing and comfortable environment. The soothing sound of flowing water helps establish a serene atmosphere that allows guests to engage in private conversations. Landscaping can be used to create intimate seating groups or to define a path of travel, and live greenery can further emphasize a connection to nature.

During renovation or new build projects, our goal is to bring a more tailored and timeless aesthetic to the natural elements used in our hotel's public spaces. This involves simplifying our approach and focusing on a few key elements, such as specimen trees, low ground cover, and a gentle, soothing water feature. Nature-inspired sculptures and natural materials may also be incorporated to enhance the effect.

Water features can be incorporated into the space by doing the following:

- UTILIZING A FOCAL WALL** to create a cascading waterfall
- CREATING A FREESTANDING POOL OR FOUNTAIN** to separate common spaces
- INSTALLING AN IMPRESSIVE OR LARGE-SCALE FOUNTAIN** to serve as a focal point in the atrium



Orlando - Lake Bureha, West South, FL



Raleigh - Durham Airport/Brier Creek, NC

Water features should be made of tile, stone, or smooth or textured concrete. Materials must be able to withstand cleaning and hide hard water deposits. Additionally, to prevent the look of wear, material finishes should be neutral in color and non-reflective.

BRAND MOMENTS have been designed to anticipate guests' needs and highlight their best assets, and together, they are required for any new-build, renovation, conversion or ownership and licensing change.

LANDSCAPING AND WATER FEATURES

A fresh way to look at nature within Embassy Suites by Hilton

SEATING ZONES

An approach to seating within atriums and public spaces

LOCAL REFERENCE

A focus on local and regional artwork

SCALE REFERENCE

A way to showcase and utilize our unique atrium environments

TRANSFORMABLE SPACES FOR FREE MADE-TO-ORDER BREAKFAST AND COMPLIMENTARY EVENING RECEPTION

An adaptable method in transforming the breakfast and complimentary Evening Reception experiences



BRAND MOMENTS

SEATING ZONES

We want to provide guests with areas where they feel comfortable working, socializing and relaxing.

By utilizing a variety of **SEATING ZONES** and seating types, we can meet all of our guests' assorted needs while maintaining an attractive, appealing environment. To ensure public spaces are comfortable and practical, the following fixtures should be incorporated:

2-TOP AND 4-TOP TABLES

BANQUETTES

COMMUNAL TABLES

SOFT SEATING

DIFFERENT FLOORING

MATERIALS should be used to help identify different zones within the space



Portland/Hillsboro - OR



Crystal City - Washington, D.C.





Seating should also be divided into the following zones:

PRIMARY BREAKFAST SEATING that occurs within the volume of the atrium and is defined by dining chairs or banquette seating with an accompanying dining table

SECONDARY BREAKFAST SEATING that is adjacent to the atrium and is typically bound by walls and the ceiling from the suites above

SOFT SEATING, such as casual sofas and lounge chairs, that is found within the atrium and is provided in addition to breakfast seating

Edge elements should be incorporated to define individual seating zones and include, but not be limited to, planters, water features, partial height walls, screens and high-backed banquettes.

BRAND MOMENTS

LOCAL REFERENCE



Each Embassy Suites by Hilton should offer guests the same consistent, high-quality service and design while establishing its own identity based, in part, on the region or area in which it is located. **LOCAL REFERENCE**, located on the wall behind reception or in other areas of the hotel, offers guests a memorable experience and connects them to the local area. Local reference can be achieved with the following:

SCULPTURE OR ARTIFACTS that reference local geography or culture, located on the back wall of reception

ARTWORK OR SCULPTURES FROM LOCAL ARTISANS that add authenticity to the design and support the local community

A REGIONALLY INFLUENCED OR LOCAL MATERIALS that provide a subtle and sophisticated sense of place

BRAND MOMENTS

TRANSFORMABLE SPACES

for the free made-to-order breakfast
and complimentary Evening Reception



Our free made-to-order breakfast and our complimentary Evening Reception are not only two of our brand pillars, they are two of our most-loved amenities. At most of our properties, these offerings take place in the shared public space. By designing **TRANSFORMABLE SPACES FOR THE FREE MADE-TO-ORDER BREAKFAST AND COMPLIMENTARY EVENING RECEPTION** during renovations, conversions or new build projects, we can take advantage of operational efficiencies and create a warm, inviting lounge-like atmosphere during the day.

To create an appealing and inviting transformable space, the following elements should be used:

MOVEABLE ARCHITECTURAL ELEMENTS, including sliding or pivoting panels, to close off buffet or breakfast seating when not in use

TRANSFORMABLE STATIONS that can double as made-to-order stations during our free made-to-order breakfast and as beverage stations during our complimentary Evening Reception

Because our free made-to-order breakfast is such an important part of our property, special attention should be paid to the space during renovation, conversion or new-build projects. The space should be designed to optimize traffic patterns while maintaining operational efficiencies. Offering stations should be clearly and intuitively located while also allowing for empty spaces where guests are able to assess their options.

During renovation projects, induction units and downdraft systems can be utilized to allow the chef to face guests at the made-to-order station, maintaining the current hood location and reducing renovation costs.

The dining area is also an important component to the guest experience. Each refreshing and inviting complimentary dining area may also include:

FLEXIBLE CAFÉ AND DINING SEATING

ACCENTS USING NATURAL LIGHT AND PLANTERS

GENEROUS BUFFETS designed to be stored when not in use

OUTDOOR SEATING adjacent to the breakfast area



PUBLIC AREAS
RESTAURANT CONCEPTS
GUEST AREAS

SECTION III
THE GUEST EXPERIENCE

ARRIVAL

As guests arrive, we want to provide them with an inviting, calming entrance. The lobby area should be an upscale, yet welcoming, environment with the following:

- NATURAL COLORS AND MATERIALS**
- INTIMATELY SCALED PASSAGEWAYS**
- AN ACUTE ATTENTION TO ARCHITECTURAL DETAIL**

In new renovation, conversion or new-build projects, the lobby can be part of the atrium, or it can be independent from it; nevertheless, this space should include:

- A SIGNATURE FOCAL ELEMENT** to create visual interest and instill a sense of surprise
- A THOUGHTFULLY DESIGNED SEATING ZONE** for guests' comfort
- A WELL-CONSIDERED LAYOUT** that clearly defines the registration area, the seating zone and a path of travel leading to other areas of the property



RECEPTION

The arrival and departure experiences at each Embassy Suites by Hilton property should be easy, intuitive and reassuring. The reception area should help create a unique and relaxing travel experience by including:

RECEPTION PODS where each guest receives personalized attention from our Team Members

A WELL-DESIGNED RECEPTION BACKDROP that references the local culture

LOCAL TOUCHES such as work by local artisans, the use of local materials and other references that provide our guests with an enhanced sense of place



EXERCISE AND RECREATION

Each Embassy Suites by Hilton has a fitness center, sized proportionately for the number of guest rooms. The equipment selection and layout should be designed by a professional fitness consultant, and the room should be securable and located adjacent to the pool area and locker rooms or pool restrooms. If possible, the fitness center should provide a view of the outside.



The fitness center must have a pair of three-foot-wide glass doors: either frameless (preferred), large-view panel doors or, at least, side lights combined with solid doors. If there is no attendant, the space should have limited access through the use of registered guests' room keys.

There are preapproved color schemes. Choose the one that best coordinates with the color scheme of the property.

The approved schemes include prescribed selections for paint, rubber flooring at the cardio and strength areas, vinyl wood flooring at the entrance, mirror frames and the towel service case piece. Lighting should be indirect, instead of architectural down lights.



<< [CLICK HERE FOR MORE INFORMATION REGARDING FITNESS CENTERS.](#) >>

BALLROOMS AND PRE-FUNCTION SPACES



The well-appointed ballrooms at a Embassy Suites by Hilton property provides guests with everything they need for the perfect event, conference or wedding.

Ballrooms are the foundation of each property's meeting space and, as such, should be given special attention during the design or renovation process. Expansive ballrooms should be furnished with multiple layers of lighting—including architectural light coves, decorative wall sconces and custom chandeliers—allowing users to customize the ambiance at their events.

Additionally, any subdivided meeting space should be designed to feel like a complete and self-contained room.

Pre-function spaces offer guests a flexible and stylish space to take a phone call, enjoy a catered lunch or partake in a casual conversation.

Each pre-function area should include:

AN ABUNDANCE OF NATURAL LIGHT

COMFORTABLE FURNISHINGS that allow for casual perching but are easily rearranged to create more formal set-ups; banquette seating should have a flexible back and be upholstered in textured and durable, stain-resistant fabric

ARTWORK OR ACCESSORIES for additional interest in public and pre-function spaces

DECORATIVE LIGHTING—dimmed wherever possible—should be constructed of laser-cut metal, sheer fabrics, wrought iron, handblown glass or crystals



MEETING AND BOARDROOM SPACES

Embassy Suites by Hilton provides guests attending meetings and events with comfortable, yet fully equipped, meeting and boardroom spaces. Conference tables should have integrated technology, and boardroom seating should be ergonomic and comfortable. Decorative light fixtures should be proportional to the ceiling coffers above, and should add an element of visual interest. Artwork should provide attendees with a sense of the local culture.

Our meeting and event spaces offer flexibility similar to that of our ballrooms, but on a more intimate scale, and should include:

BUILT-IN BUFFETS that allow for professional food service while maximizing usable area

INTEGRATED AUDIOVISUAL EQUIPMENT AND ROOM-DARKENING WINDOW TREATMENTS

to provide the proper ambiance

COMFORTABLE, ADAPTABLE SEATING to accommodate board meetings and other business functions



BUSINESS CENTERS

As more and more of our guests travel with laptops, tablets and smartphones, the need for a traditional Business Center wanes. With an eye on this change, our guests' technology needs should be taken into account with the following:

- BUSINESS CENTER AMENITIES** relocated and incorporated into atrium space
- PRINTING AND CHARGING STATIONS** incorporated into atrium space
- HIGH-SPEED WI-FI** offered throughout the property
- FORMER BUSINESS CENTER AREAS REPURPOSED** into revenue generating spaces such as small meeting rooms



FOOD AND BEVERAGE

At Embassy Suites by Hilton, we know that appetizing food and beverage selections can help weary travelers feel relaxed and re-energized. Each Embassy Suites property offers guests a signature two-meal restaurant, as well as our free made-to-order breakfast and complimentary Evening Reception.

Our free made-to-order breakfast and complimentary Evening Reception may be accommodated within the restaurant space or it may be part of the atrium.

[<< CLICK HERE FOR MORE INFORMATION REGARDING FOOD AND BEVERAGE STANDARDS. >>](#)



BAR AND LOUNGE

The bar and lounge areas, home to the complimentary Evening Reception at many of our properties, provide a place for guests to relax and unwind. They should feature:

LOWER LIGHTING LEVELS, accented by decorative sconces or pendants

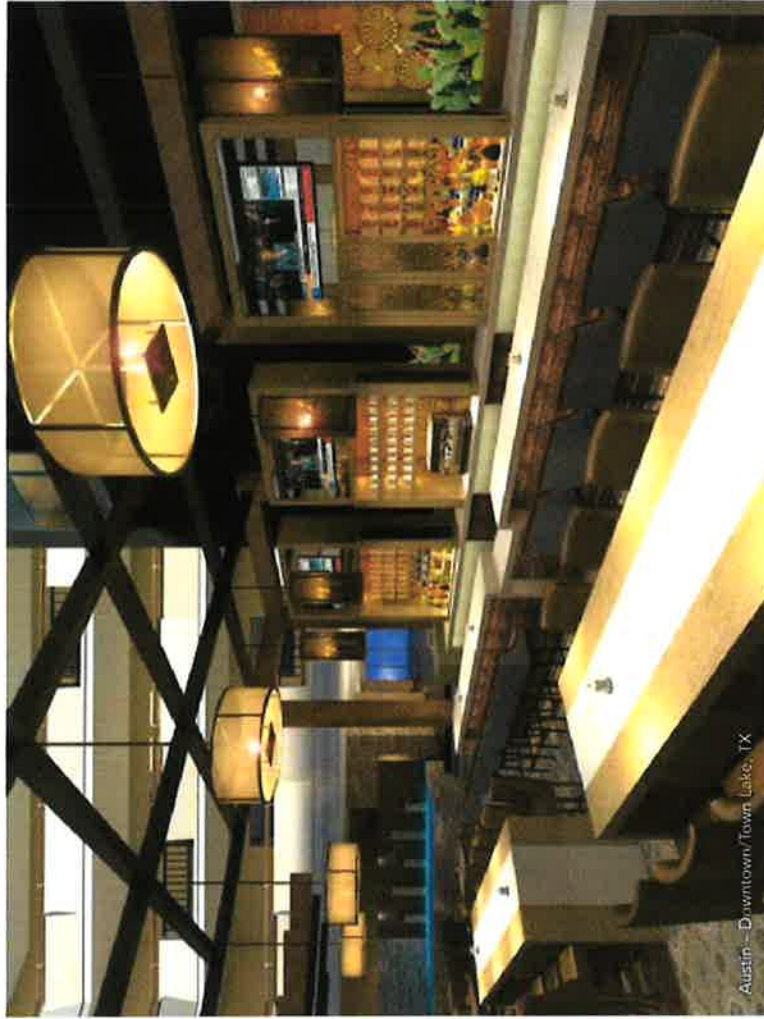
A VARIETY OF COMFORTABLE DINING

LOUNGE OR BAR-TOP SEATING

LOW CEILING HEIGHTS to create intimate spaces

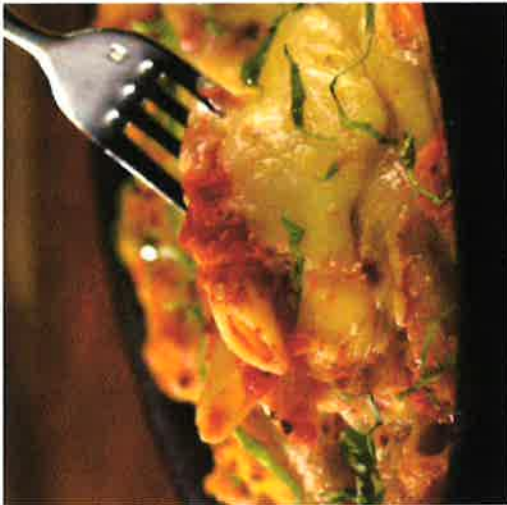
A SIGNATURE FOCAL PIECE located at the back of the bar to create visual interest

TV SCREENS thoughtfully placed so as to appear purposely integrated within the space



Austin - Downtown/Town Lake, TX

St. Louis - Airport, MO



BRICKSTONES GRILL

Brickstones Grill is a **full-service F&B concept** developed by the Embassy Suites by Hilton brand. This comfortable and contemporary American-style restaurant transforms from the site of our free made-to-order breakfast into an à la carte dining experience for lunch and dinner. The Brickstones Grill bar and lounge area functions as a coffee bar in the morning and hosts the complimentary Evening Reception later in the day.

[<< CLICK HERE FOR MORE INFORMATION REGARDING BRICKSTONES. >>](#)



Brickstones Grill references recognizable American dining traditions with warm textures, comfortable booths and organic surfaces. The overall design should be fresh, yet classic, and use modern elements to provide a sense of comfort to guests.

GUEST AREAS

Embassy Suites by Hilton began the all-suites concept in 1984, giving guests more room to work, relax and recharge. Whether designed in our traditional shotgun style, our side-by-side style or our contemporary one-room style, each spacious suite includes a bedroom, bathroom and living area where guests can make themselves at home.

GUEST CORRIDORS

Guest corridors are our opportunity to create an attractive entry experience for each suite. To reduce the sense of overly long hallways and to help guests navigate the space, corridor features include:

- DECORATIVE DOOR DROPS AND LIGHTING**
- VARYING CEILING OR WALL PLANES**
- RESILIENT FINISHES**
- ATTRACTIVE AND EASILY UNDERSTANDABLE SIGNAGE**



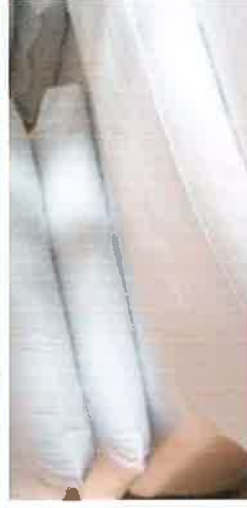
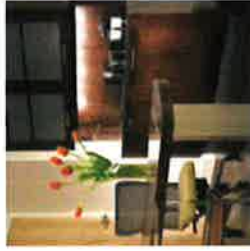
GUEST ACCOMMODATIONS

Each guest suite should be carefully designed to achieve the highest degree of comfort and guest satisfaction while ensuring the viability of the materials and overall layout. Key design features in the guest suite include:

The ENTRY should instill a welcoming feeling the moment our guests step over the threshold. The space should include adequate lighting, a mirror or artwork, and a place for guests' coats. Hard surface flooring should be used in this high-traffic area to protect against daily wear and tear.

The CLOSET should provide sufficient storage both for guests who prefer to leave suitcases partially packed and on the luggage rack, and for those guests who like to completely unpack. Ample lighting and space for a safe should also be considered in the design.

WINDOW COVERINGS supply an important functional and aesthetic element. To create a more finished look, draperies should be mounted behind an architectural detail or in a cove. The fabric selected should be neutral in color, and the coverings should include a full blackout liner with sheers to control light during the day.



BEDROOM

To create a comfortable guest sanctuary, the following design elements should be incorporated:

NEUTRAL-COLORED BLACKOUT DRAPES AND SHEERS to highlight and contain natural light

ALL-WHITE BEDDING

A bedside with **MULTIPLE LAMPS**, and (where possible) reading lamps incorporated into the headboard to provide an individualized guest experience

CONVENIENCE OUTLETS AND SWITCHES integrated into the headboard, nightstand or bedside lamps

FLAT-SCREEN TV, recessed in a wall panel—when possible—or placed upon the wardrobe, using a pivoting mechanism



GUEST PARLOR

A portion of the guest suite is designated for lounging, working or dining. Furniture should be upholstered in a neutral-colored material with a small-scale pattern. An accent pillow can be added for both a touch of color and additional comfort. The guest parlor should also include the following elements:

LOUNGE SEATING that must include a sleeper sofa and—depending on the size of the space—should include a lounge chair with an ottoman or coffee table

DESK/DINING AREA with one task chair and two dining chairs

A GENEROUS DESKTOP

WET BAR with fully integrated refrigerator, microwave and sink

FLAT-SCREEN TV

CONVENIENCE OUTLETS incorporated into desk/lighting throughout the space

ADEQUATE LIGHTING



BATHROOM

Though many bathrooms have a small footprint, the space should include an efficient and well-designed layout. To keep the space feeling large and luxurious, consider including:

LARGE-FORMAT RECTANGULAR TILES, laid horizontally from the entry to the bathroom

FRAMELESS GLASS for the shower enclosure

ILLUMINATED VANITY MIRROR, extending across the length of the vanity

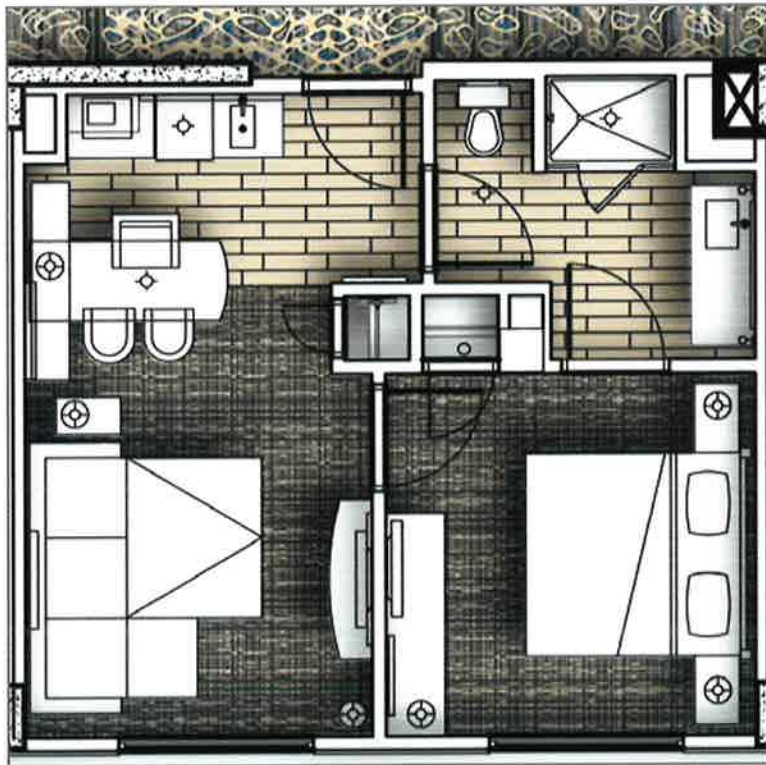
UNDERMOUNT PORCELAIN SINKS

Open **UNDER-CABINET STORAGE** for towels

ARTWORK ABOVE THE TOILET



IDEAL LAYOUT



ADDENDUM NO. 1

Date: October 13, 2017

Bid Date: November 10, 2017
at 3:00 P.M. (Local Time)

Bid Name Mixed Use Development of Lot#10

Bid No.: ECOD-180036-GD

NOTE: This Addendum has been issued only to the holders of record of the specifications and to the attendees of the mandatory pre-bid conference held on October 10, 2017.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m. (local time), October 24, 2017. Questions may be submitted as follows:
 - Email: dykemangb@cityofgainesville.org
 - or
 - Faxed (352) 334-3163
 - Attention: Gayle Dykeman

2. Please find attached:
 - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during mandatory pre-bid meeting.
 - b) Copy of the Pre-Bid sign-in sheet for your information.
 - c) License Cancellation and Termination Agreement with MCG Parking LLC

3. Gayle Dykeman, Purchasing Division, discussed bid requirements.
 - a. Sign-in Sheet is circulating. Failure to sign will result in bid not being accepted.
 - i. Submitted bid to match business name as signed in at pre-bid.
 - b. Bids are to be received by the Purchasing office no later than 3:00 p.m. on November 10, 2017. Any bids received after 3:00 p.m. on that date will not be accepted.
 - c. Send questions in writing to Gayle Dykeman via email or fax.
 - i. All communication through Gayle Dykeman only. Do not communicate with other City staff.
 - d. Discussed bid due date, time and delivery location.
 - i. Deliver (or have delivered) to Purchasing by 3PM on November 10, 2017, no exceptions.
 - e. Various forms (i.e. Bid Form, Local Preference, Living Wage) were discussed.
 - i. Sign, date and return all Addenda.

4. Erik Bredfeldt, Strategic Initiatives, discussed the project scope

- a. The RFP was written to conform to City Commission parameter put forth in the July 20, 2017 City Commission Meeting
- b. The RFP is looking for consistency with two (2) substantive issues
 - i. DT Zoning – can get zoning standards on-line
 - ii. Consistency with Highest and best use, ex: multistory mixed use – combination of housing and retail or other related allowable uses
- c. The history of the property has been appended in the bid document
 - i. A few years ago a project did go through the development review process (Gainesville Greens) however it was not constructed due to market concerns. Documents associated with that project are likely available through the Department of Doing.
- d. Downtown (DT) zoning does not require parking however it is understood that parking resources will need to be identified. The City does maintain a parking garage proximate to the site however there are several existing license agreements for spaces in place. Several of those documents concerning the status of the garage have been attached in the RFP appendices. City Parking resources are administered by the City's Public Works Department and parking operations.

The following are answers/clarifications to questions received at the mandatory pre-bid conference:

5. Question: With the timeline for oral presentations and evaluations coming in December does that void the parking license with McGurn
Answer: The McGurn license is included in the documents appended to the RFP. The McGurn license is still in effect.
6. Question: How many parking spaces are available?
Answer: This question will be answered in a forthcoming addendum.
7. Question: Is Lot 13 available?
Answer: This question will be answered in a forthcoming addendum.
8. Question: Why wasn't an ITN used instead of an RFP?
Answer: We received direction from Purchasing and City Management on the appropriate vehicle for this solicitation.
9. Question: Can we see the weighting per category?
Answer: Yes, however, this question will be answered in a forthcoming addendum.
10. Question: Is hospitality also an acceptable utilization of the property?
Answer: Yes, the RFP is looking for consistency with permitted uses in Downtown Zoning and the appraisal highest and best use analysis.
11. Question: Clarification on the McGurn entitlement – the City's rights to early termination expire on November 30, 2017. Will the City be exercising that early termination?
Answer: Please see the document attached (Exhibit B) to this addendum indicated as license and Cancellation and Termination Agreement and the First Amendment. The latter indicates on pf 1 of 2 (B) Section 5. If the Closing on the sale of Lot 10 does not occur on or before November 30,

2017, then the termination agreement, as amended by this First Amendment, shall expire, and the terms of the License Agreement shall remain in full force and effect.

12. Question: Can McGurn sublease the spaces?

Answer: Please refer to the McGurn License Agreement for Use of Parking Garage.

13. Question: Any ideas on the City's expectation to do due diligence and obtain funding?

Answer: The city has spent many years and many attempts to develop Lot#10. City Commission is looking for a quality project to be closed upon in a reasonable timeframe based upon timely achievement of various benchmarks.

14. Question: Are you 'double dipping' on local preference?

Answer: No, Local Preference is defined on page 8 of the RFP, any other reference to projects in the City of Gainesville or the State of Florida are intended to give the vendor the opportunity to demonstrate the ability to plan and complete a project of this nature and scope by referencing past project, see Section B, Qualifications.

15. Question: Our Company's sign in name will not be the same as the company that will be bidding because the new company has not yet been established.

Answer: When generating your submittal, make sure you have included an affidavit that states the name used on the sign in sheet for the pre-bid meeting and the new company's name. Additionally, the name that appears on the sign in sheet MUST be on the OUTSIDE package in order to be accepted into the bid. If these two steps are not taken, the City will be able to accept the bid.

16. Question: If our response to the RFP needs clarification, can we stand at the podium and clarify with the City Commission?

Answer: If a response to an RFP requires clarification the evaluation committee will pose additional questions through the Purchasing Senior Buyer. Reference Section E CONTACT PERSON, page 4 of the RFP.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: MTG Hotels, LLC

BY: Jack Moran, Authorized Representative

DATE: 11/10/17

ADDENDUM NO. 2

Date: October 17, 2017

Bid Date: November 10, 2017
at 3:00 P.M. (Local Time)

Bid Name Mixed Use Development of Lot#10

Bid No.: ECOD-180036-GD

NOTE: This Addendum has been issued only to the holders of record of the specifications and to the attendees of the mandatory pre-bid conference held on October 10, 2017.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m. (local time), October 24, 2017. Questions may be submitted as follows:
Email: dykemangb@cityofgainesville.org
or
Faxed (352) 334-3163
Attention: Gayle Dykeman
2. Please find attached:
 - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during mandatory pre-bid meeting.
3. CORRECTION – The header on Addendum 1 incorrectly references another RFP. The correct header should read “ECOG-180036-GD; Mixed Use Development of Lot #10”

The following are answers/clarifications to questions received at the mandatory pre-bid conference or in writing following the pre-bid conference:

4. Question: Can proposers discuss parking issues regarding the City’s Parking Garage during the Blackout Period with Phil Mann, Director, Public Works?
Answer: All communication with the City of Gainesville regarding this RFP must go through Purchasing, Gayle Dykeman, dykemangb@cityofgainesville.org. Please review the blackout period language attached.
5. Question: How many parking spaces are available?
Answer: This question will be answered in a forthcoming addendum.
6. Question: Is Lot 13 available?
Answer: This question will be answered in a forthcoming addendum.

7. Question: Can proposers discuss parking with other Parking License Agreement Holders with the City for the City's Parking Garage during the Blackout Period?

Answer: No. City of Gainesville Staff cannot be contacted during the blackout period.

8. Question: Can we see the weighting per category?

Answer: Each category is awarded up to the maximum points for that category, (for example if the category has 55 points available to award, the evaluator can score anywhere from zero to 55 points).

| Category | Max number of points available to award |
|---------------------------------------|---|
| TECHNICAL PROPOSAL | |
| Ability | 55 |
| Capability of Meeting Time and Budget | 45 |
| WRITTEN PROPOSAL | |
| Project Understanding/ Experience | 30 |
| Project Approach | 30 |
| Project Manager | 15 |
| Project Team | 15 |
| Project Schedule | 5 |
| Project Organization | 5 |
| PRICE | |
| Price | 35 |
| ORAL EVALUATION | |
| Understanding of Project | 30 |
| Responsiveness to Questions | 15 |
| Project Team | 30 |
| Project Manager | 25 |

9. Question: Are parking spaces in Parking License Agreements between the City and Entities assignable to third parties?

Answer: This question will be answered in a forthcoming addendum.

10. Question: Erik indicated that he would provide the number of parking spaces the City of Gainesville had available in the Parking Garage. When will that information become available to us?

Answer: This question will be answered in a forthcoming addendum.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: MHG Hotels, LLC

BY: Jack Moran, Authorized Representative

DATE: 11/10/17

ADDENDUM NO. 3



Date: October 30, 2017

Bid Date: November 10, 2017
at 3:00 P.M. (Local Time)

Bid Name Mixed Use Development of Lot#10

Bid No.: ECOD-180036-GD

NOTE: This Addendum has been issued only to the holders of record of the specifications and to the attendees of the mandatory pre-bid conference held on October 10, 2017.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m. (local time), October 24, 2017. Questions may be submitted as follows:
Email: dykemangb@cityofgainesville.org
or
Faxed (352) 334-3163
Attention: Gayle Dykeman
2. Please find attached:
 - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during mandatory pre-bid meeting.

The following are answers/clarifications to questions received at the mandatory pre-bid conference or in writing following the pre-bid conference:

3. Question: How many parking spaces are available? (In the SW Garage)
Answer: Please see below for detail.
4. Question: Is Lot 13 available?
Answer: Any City lot may be purchased or contracted for parking with the City through a license agreement. The city will not manage the use once an agreement is issued.
5. Question: Are parking spaces in Parking License Agreements between the City and Entities assignable to third parties?
Answer: If this is what is negotiated with the city through the agreement process.
6. Question: Parking Lot 13 – What is the capacity of Lot#13?
Answer: 39 spaces plus 2 ADA spaces

7. Question: Parking Lot 13 – How many long-term monthly spots are available?
Answer: Lot 13 is a metered only parking lot, there are no permits issued
8. Question: Parking Lot 13 – What will be the monthly charge for long-term monthly spaces for say 20 or more spaces?
Answer: Depends on what is negotiated through a license agreement.
9. Question: Parking Lot 13 – What kind of arrangement is available for evening hours valet parking? Approximately how many spaces are available for valet parking? What would be the cost?
Answer: Lot 13 is free at night since it is a metered lot; the valet currently uses Lot 10 as their valet lot until developed. You will have to contract with valet services directly.
10. Question: Parking – SW Parking Garage – How many parking spaces are currently available in the garage for long term rental? What will be the monthly charges (assume 12-month agreements with annual renewal options) for 50 or more spaces? Are even longer term arrangements available, like 10 or 20 years with renewal options?
Answer: There are a total of 855 spaces with contractual obligation to 696. The bond council will have to be consulted before further obligations.
11. Question: Parking – SW Parking Garage – What would be the approximate locations of spaces in the garage?
Answer: Spaces are available that are not reserved which currently are on the 4th and 5th decks.
12. Question: Parking – SW Parking Garage – What kind of arrangement is available for evening hours valet parking? Approximately how many spaces are available for valet parking? What would be the cost?
Answer: we do not provide valet services in the parking garage. The valet contract currently uses City Lot 10.
13. Question: Parking – SW Parking Garage – Will the city allow the owner of Lot #10 to connect (at its expense) a bridge to the garage under similar arrangement defined in The Palms parking agreement?
Answer: That is a negotiable item with the City.
14. Question: Will the city consider providing 10- year tax abatement?
Answer: The City currently does not offer property tax abatement as an economic development incentive. In order to do so, the State statutes require a public referendum to be held on the issue.
15. Question: Will Gainesville's CRA consider funding any portion of the Lot #10 project cost? If so, what would be the approximate minimum and maximum amounts, or if more appropriate please supply a formula?
Answer: When Gainesville CRA is considering potential tax increment participation, staff and its boards would be interested in understanding what is required by code for the subject project and what is the Developer willing to implement above and beyond what's required that compliments the redevelopment districts' goals and objectives per the Downtown Redevelopment Plan (attached).

(i.e. enhanced bicycle facilities, enhanced lighting/street furniture or hardscaping/landscaping elements, creative storm water solutions, affordable housing, enhanced public spaces, etc.)

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 3 by his or her signature below, and a copy of this Addendum to be returned with proposal.

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 3 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER:

MHG Hotels, LLC

BY:

Jack Moran, Authorized Representative

DATE:

11/10/17

ADDENDUM NO. 4

Date: November 1, 2017

Bid Date: ~~November 10, 2017~~
November 13, 2017
at 3:00 P.M. (Local Time)

Bid Name Mixed Use Development of Lot#10

Bid No.: ECOD-180036-GD

NOTE: This Addendum has been issued only to the holders of record of the specifications and to the attendees of the mandatory pre-bid conference held on October 10, 2017.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. The Due Date for submittals to this RFP has changed, the NEW DUE DATE is November 13, 2017, 3:00pm. This change is made because the City of Gainesville observes Veteran's Day on November 10 and the facility will be closed to deliveries on that day.
2. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m. (local time), October 24, 2017. Questions may be submitted as follows:
Email: dykemangb@cityofgainesville.org
or
Faxed (352) 334-3163
Attention: Gayle Dykeman
3. Please find attached:
 - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during mandatory pre-bid meeting.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 4 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 4 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER:

MHG Hotels, LLC

BY:

Jack Moran, Authorized Rep.

DATE:

11/10/17

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

MITG-Hotels, LLC / Embassy Suites Gainesville does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for the drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Joel Moran, Authorized Rep
Bidder's Signature
11/10/17
Date