

**VILLAGE OF LAWRENCE
DOWNTOWN DEVELOPMENT AUTHORITY**

PROPOSAL PACKAGE

**PURCHASE AND REDEVELOPMENT OF
DOWNTOWN PROPERTY**

107 W. St. Joseph Street (Red Arrow Highway)

As Issued: October 28, 2015

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**VILLAGE OF LAWRENCE
DOWNTOWN DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSALS**

**PURCHASE AND REDEVELOPMENT
OF DOWNTOWN PROPERTY**

107 West St. Joseph St.

The Village of Lawrence Downtown Development Authority (DDA) will accept proposals for the purchase and redevelopment of the above vacant DDA-owned property located downtown at 107 West St. Joseph St. Street. The Village DDA acquired the parcel and offers a warranty deed to the successful purchaser.

Legal Description: 708-A 9-3-15 1026-926 1043-176,179 1064-61 1159-330 1585-709 1592-58 BEG ON S L ST JOSEPH ST AT PT 50' W FROM W L PAW PAW ST, TH S 78', TH W 26', TH N 78' TO S L ST JOSEPH ST, TH E ALG S L SD ST 26' TO BEG. UNPLATTED.

The building is now ready for redevelopment. The total square footage of the building is 3,360 SF with both the first and second floor having 1,680 square feet of space each.

The property is zoned CBD – Central Business District. The zoning generally permits commercial and office businesses on the first floor, basement levels and residential and office uses on the second floor.

Proposals shall be made in accordance with the DDA's Request for Proposals. Proposal packages will be available on Wednesday, October 20th at the Village office, 157 N. Paw Paw Street. The package will be available for digital sending via email and as a downloadable PDF file from the Village Website at www.lawrencemi.org

Proposals will be accepted until an offer is presented and are to be submitted to the Lawrence Downtown Development Authority, 157 N. Paw Paw Street, Lawrence, MI 49064. The Village reserves the right to refuse any or all proposals and to select the proposal from the most responsive and responsible party whose proposal is most advantageous to the Village.

**VILLAGE OF LAWRENCE
DOWNTOWN DEVELOPMENT AUTHORITY**

Questions to Dan Faulkner, Village Administrator, 269.674.8161.

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SPECIAL INSTRUCTIONS TO PROPOSERS

SUMMARY OF DDA'S OBJECTIVES FOR THE REDEVELOPMENT PROJECT:

The Village of Lawrence Downtown Development Authority pursued the acquisition of the subject property to enhance and encourage downtown development.

The parcel is now ready for redevelopment by the private sector, with the chosen project to achieve the following objectives:

- Redevelop the now vacant building for productive use
- Return the property to the tax roll and increase its value through redevelopment
- Secure private developer with sufficient financial ability to complete the redevelopment within a reasonable time frame
- Secure development which adds to the business mix and is in the best interest of the community.
- Develop a project that is a "permitted use" under the current Zoning District designation of Central Business District (CBD) and does not require re-zoning of the parcel (A copy of applicable zoning requirements is attached as an Appendix to this package.)
- Minimize or eliminate any need for obtaining variances from the Village's Zoning Ordinance and other Village Codes.

SUBMITTING PROPOSALS:

Sealed proposals are due at the Village of Lawrence Downtown Development Authority, 157 N. Paw Paw Street, Lawrence, MI 49064 Proposal envelopes shall be clearly marked "Proposal: Redevelopment of 107 West St. Joseph St." Proposals shall be on the enclosed quotation form. All blanks must be completed with no interlineations, erasures or recapitulation of the proposed work to be done other than that contained in the Proposal. No proposal may be withdrawn for ninety (90) days after opening. The DDA (hereinafter "OWNER") intends to make a contract award decision, if any, at the February regular scheduled DDA Board of Directors' meeting. OWNER reserves the right to accept or reject any or all proposals, to waive any irregularities in the consideration of the proposals, negotiate with those who have submitted proposals, and to award the contract to the most responsive and responsible party whose proposal is most advantageous to OWNER.

PROPOSAL GUARANTY:

The proposal must be accompanied by a proposal guaranty of \$1,000. The guaranty may be in the form of cash, a certified check, bank draft or bid bond secured by a surety company. OWNER will retain the proposal guaranty of each proposer until a Property Sale and Development Agreement (hereinafter "Agreement") has been executed between OWNER and the successful proposer (hereinafter "DEVELOPER."). Thereafter, the proposal guaranty of unsuccessful proposers will be returned. The \$1,000 guaranty from the successful proposer will be held in escrow by OWNER and returned to DEVELOPER upon successful completion of the redevelopment project.

DEVELOPER agrees to forfeit the guaranty in case of DEVELOPER'S refusal to enter into the Agreement or proceed to closing on the purchase of the property from OWNER.

ADDITIONAL BID SUBMITTALS:

DEVELOPER must submit with the proposal all information deemed necessary to detail the proposal and permit OWNER to evaluate and verify the proposal. The proposal must contain, at a minimum, the submittal materials detailed in the attached Proposal Form.

Proposals will be evaluated on the following criteria. Developer may submit information they believe will address each of the criteria. They are:

- The intended use of the property
- The investment Developer will make to develop the intended use
- Whether the intended use adds jobs and/or tax base to the community
- How the intended use adds to the business mix of the downtown
- The amount of the investment the Developer intends to make
- The proposed time frame to achieve the intended use
- The financial ability of the Developer to achieve the intended use
- Whether the proposal is well thought out and presented thoroughly
- Whether the end result retains the basic historic integrity of the building

DEVELOPER'S financial information, business plans, tax records, and some other documents submitted by the DEVELOPER to satisfy OWNER'S evaluation of DEVELOPER'S proposal will be kept confidential and is not subject to FOIA requests.

OFFER OF ALTERNATIVES TO PROPOSAL SPECIFICATIONS:

Alternate proposals, which are at variance from the express SPECIFICATIONS herein, may be offered. OWNER reserves the right to consider and accept such proposals if in its judgment it will produce a result equal to or better than that specified herein, and is deemed to be in the best interests of OWNER.

REVIEW AND SELECTION OF PROPOSALS:

OWNER will review and select the successful proposal based on the following steps and timeline:

<u>Date</u>	<u>Review Step</u>
	Proposal submittal deadline
	Proposals reviewed by DDA
	Negotiations with recommended developer
	Execution of Property Purchase & Development Agreement
	Closing on sale of property

PERFORMANCE GUARANTY IN LIEU OF BOND:

The chosen DEVELOPER shall furnish, in lieu of a Performance Bond, a Performance Guaranty deposit of \$1,000. The deposit may be in the form of cash, a certified check, bank draft or bond secured by a surety company running to OWNER. DEVELOPER acknowledges and agrees that the Performance Guaranty shall indemnify OWNER from and against all claims, etc. growing out of or incurred in the prosecution of the work and necessary to the completion of the entire work according to the contract. The deposit must be in place prior to the beginning of site work and construction.

TIME OF COMPLETION AND PENALTY PROVISIONS:

DEVELOPER shall commence significant project work within four (4) months following transfer of the property to DEVELOPER. OWNER anticipates the substantial completion of the project on or before December 1, 2016 or by the DEVELOPER's proposed completion date, whichever is earlier. Failure on the part of DEVELOPER to commence site and construction work within four months may, at OWNER's option may result in loss of the Performance Guaranty and re-purchase of the site by OWNER based on the guidelines contained in the next section of this package.

Failure on the part of DEVELOPER to complete the work outlined in the proposal by the agreed upon deadlines may result in OWNER deducting \$50 per day for each and every calendar day beyond the agreed dates. Said penalties, if any will be deducted first from the Performance Guaranty deposit noted in the preceding section. If, after the guaranty is exhausted and the project is still not completed to the satisfaction of OWNER then OWNER may levy an assessment on the property equal to the sum of the daily penalties in a manner consistent with State and local law, said assessment to become payable in the same manner as property taxes levied upon the parcel.

PROVISIONS FOR RE-PURCHASE OF PROPERTY BY OWNER FOR LACK OF PROGRESS:

If DEVELOPER has not commenced significant project work within four months of the transfer of the property to DEVELOPER, OWNER may seek re-purchase of the parcel based on the following guidelines:

- OWNER rescinds the Property Sale and Development Agreement
- OWNER refunds the purchase price to DEVELOPER (less costs detailed below)
- DEVELOPER deeds clear title for the parcel back to OWNER & OWNER takes possession of the land
- Any refund of the purchase price paid shall be reduced by the following costs, where applicable:
 - Land sale closing costs
 - Title commitment and/or title insurance policies
 - Municipal utility connections (OWNER's costs plus connection fees)
 - Payment in full of any outstanding special assessments for improvements to or adjacent to the property
 - Acceptable satisfying and removal of any debts, liens, encumbrances, mortgages, land contracts and other similar instruments placed upon the property by DEVELOPER or any other party

- Any unpaid real estate taxes that have become due and owing prior to receipt of clear title by OWNER
- Forfeit of Performance Guaranty
- An administrative fee of 5% of the original purchase price, or \$5,000, whichever is greater
- Any attorney fees and court costs of OWNER necessary to secure the re-purchase of the parcel
- Estimated amounts for settlement of any claims, demands, suits for action, recoveries, judgments, liabilities and obligations against DEVELOPER. The estimated amounts to cover the costs for said actions and settlements shall be retained in escrow by OWNER until all are settled.

INDEMNIFICATION:

DEVELOPER assumes all risks of damages or injuries, including death, to property or persons used or employed on or in connection with the work, and all risks of damages or injuries, including death, to any persons or property wherever located, resulting from any action, omission or operation under the contract or in connection with the work, whether such action, omission or operation is attributable to DEVELOPER, any of its subcontractors, any material supplier, anyone directly or indirectly employed by any of them, or any other person. DEVELOPER shall indemnify, hold harmless and defend OWNER, its employees, agents, servants and representatives, from and against any and all claims and demands of whatever nature, regardless of the merit thereof, which may be asserted against OWNER, or on account of any such damages or injuries, including death, whether or not such damages or injuries, including death, are caused in part by the negligence of OWNER, its employees, agents, servants, or representatives; provided, however, that DEVELOPER shall not be obligated to indemnify OWNER hereunder for any damages or injuries, including death, caused by or resulting from the sole negligence of OWNER. In case DEVELOPER shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, OWNER may, in order to protect itself from liability, defend any claim, demand or suits for actions and pay, settle, compromise and procure the discharge thereof, in which case DEVELOPER shall repay OWNER any and all such loss, damage and expenses, including the attorney's fees paid, suffered or incurred by OWNER in so doing. As much of the monies due, or to become due, to DEVELOPER as shall be deemed necessary by OWNER, shall or may be retained by OWNER until each and every one the of the claims, demands, suits, actions, recoveries, judgments, liabilities and obligations have been settled and discharged and evidence to that effect furnished OWNER; or OWNER may collect the same in whole or in part in any lawful manner from DEVELOPER.

DAMAGES:

DEVELOPER shall be liable for any damage that may be done as a result of this contract or through his neglect or that of his Subcontractors or persons employed by him to this or adjoining property, including buildings, structures, utilities, streets, sidewalks, etc. and will repair any such damage, leaving all properties in as good or better condition as each was previous of this work. DEVELOPER shall be held responsible by OWNER for all damage caused to any work on this project by his own forces or those of his Subcontractors, or by others connected with his operation

on this project in any way, and shall make all necessary repairs to or replacement of such damaged work to OWNER's complete satisfaction, at no expense to OWNER.

PERMITS:

DEVELOPER shall secure and pay for the following necessary permits and approvals for the project:

- Village of Lawrence Permits necessary for the Rehabilitation and/or Reconstruction of said property
- Notification and costs of connection of and establishing accounts for all utilities at each site, including, but not limited to water, sanitary sewer, electrical, natural gas, telephone and cable television services.

FAMILIARIZATION WITH SITE AND OTHER REQUIREMENTS:

Proposers shall visit the site, satisfy themselves with its conditions and familiarize themselves with the requirements of this proposal package, and the Zoning and other Development Codes of the Village of Lawrence, Van Buren County, and the State of Michigan before delivery of their proposal to OWNER. The proposer shall not rely on verbal representations made by any party.

ASSIGNMENTS OR SALE OF PROPERTY:

Prior to the completion of the construction of the project and written acceptance by OWNER, DEVELOPER shall not assign, sub-let, transfer, convey, sell or otherwise dispose of the property or his right, title or interest to it or any part thereof, without the prior written consent of OWNER. Upon written acceptance of the completed project by OWNER, this contingency shall become null and void.

CONTINUED USE OF PROPERTY:

DEVELOPER shall have free and continued use of the property upon acceptance of the completed project by OWNER. All subsequent uses of the property shall be in accordance with and comply with the Village of Lawrence's Zoning and other applicable property maintenance, health, safety, sign and construction Codes as they exist at the time of use and as amended from time to time by the appropriate regulatory body. Any change in use that is not in compliance with the above codes is hereby prohibited and shall cease immediately upon notification by the Village or other applicable regulatory body with proper jurisdiction over the property's use.

CONFLICTING REQUIREMENTS:

If any requirement of these Special Instructions to Proposers shall conflict with other requirements in the General Conditions or Requirements and Specifications, the provisions of these Special Instructions shall prevail.

**PROPOSAL FOR
PURCHASE AND REDEVELOPMENT**

107 West St. Joseph St.

To: The Village of Lawrence Downtown Development Authority

Having carefully examined the site and being fully informed regarding the conditions governing the purchase and re-development of the site, and having read and examined the Special Instructions to Proposers, Special Project Details and Specifications, Sale and Development Agreement, Performance Guaranty and the rules, codes and regulations that will pertaining to this work, and agreeing to be bound accordingly, the undersigned proposes to purchase the subject property and furnish all labor, tools and materials necessary to undertake the proposed redevelopment project in accordance with the above provisions.

NAME OF PROPOSER/DEVELOPER: _____

The undersigned hereby offers OWNER a cash purchase price for the subject property at 107 West St. Joseph St. \$ () dollars.

If awarded the property, significant site work and construction of a permanent building(s) will commence by .20 and will be substantially completed in a timely and prudent manner, with a proposed completion date for the project on or before December 1, 2016.

REDEVELOPMENT OF 107 West St. Joseph St.:
(Attach additional Sheets if Necessary)

The undersigned intends to use the parcel for the following purpose(s):

General Description of Use (Retail commercial business, Offices, Second floor apartments, (s), etc.): _____

No. of Retail business, Rental Units or Office Suites: _____

Preliminary Dollar Estimate of Private Investment: \$ _____

Estimated employment, if any, when project is completed: _____

The undersigned acknowledges and agrees that:

1. This Proposal may not be withdrawn for a period of ninety (90) days from the opening thereof.
2. OWNER reserves the right to reject any or all proposals, to waive any irregularities in the proposal process, and to award the contract to the proposal which is determined the OWNER to be most advantageous to OWNER.

The undersigned states that they have undertaken projects similar in character and size to that covered by this proposal within the last three years at the following named times and places to wit:

Location: _____ Type/Size of Project: _____ Date Completed: _____

Dated and signed this _____ day of _____, 20 __.

If an Individual: _____,

doing business as _____.

If a Partnership: _____,

by _____, Partner

If a Corporation: _____,

by _____

Title: _____.

PROPOSER/DEVELOPER CONTACT INFORMATION:

STREET _____ ADDRESS: ____

PO BOX: _____

CITY, STATE, _____ ZIP: _____

WEBSITE: _____

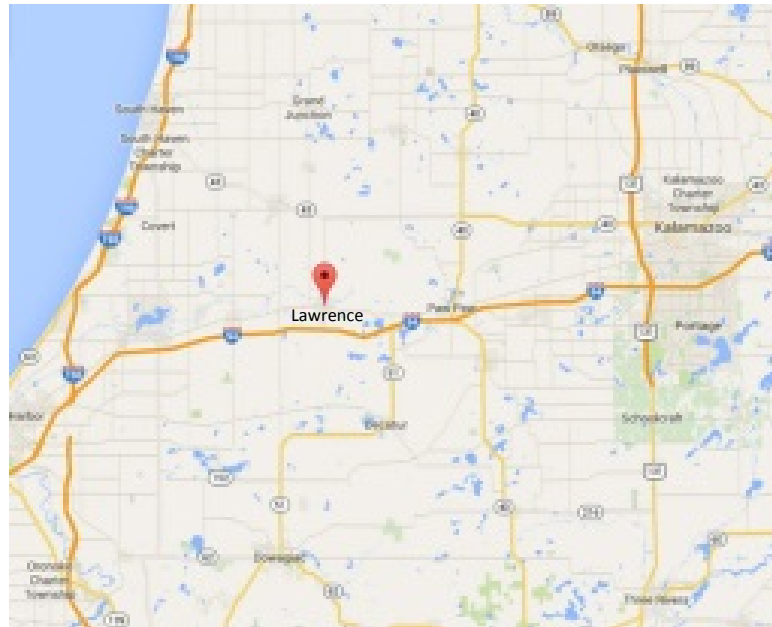
PHONE NUMBERS: _____

EMAIL ADDRESS: _____

SPECIAL PROJECT DETAILS AND SPECIFICATIONS

1. DEVELOPER is required to coordinate this project with the various permitting parties as noted in the Instructions to Bidders. Street or lane closures shall be kept to a minimum, and shall be permitted only with prior written consent of OWNER. DEVELOPER shall also coordinate any closures and signage with OWNER and any affected property owners. Traffic control and signage is considered incidental to the project.
2. DEVELOPER shall furnish and maintain barricades and safety fences suitable for the protection of the pedestrian and motoring public during the entire period that said projects are underway. Barricade and safety fence types and placement shall be approved by OWNER prior to commencement of work.
3. DEVELOPER will have a Phase 1 Environmental Assessment performed and such will become available at Village Hall. Should the OWNERR consider further environmental evaluations necessary, the DDA will assist in securing funding. No restrictions for use are known nor recommended.

LOCATION MAPS



Notes:

The main intersection in Lawrence is Paw Paw and St. Joseph Streets. Paw Paw Street is CR 215 running north/south. St. Joseph Street is Red Arrow Highway out of Village limits and runs east-west.

APPENDIX

Summary of Significant Provisions of Village Zoning Code Applicable to the Redevelopment of this Property

- **Sec. 32-230. - Principal uses permitted.**

In a B-1 business service district, no building or land shall be used and no building shall be erected except for one or more of the following specified uses unless otherwise provided in this chapter:

- (1) Office buildings for any of the following occupations: executive, administrative, professional, accounting, writing, clerical, stenographic, drafting and sales subject to the limitations contained in section 32-231, required conditions.
- (2) Generally recognized retail businesses which supply commodities on the premises, such as, but not limited to: groceries, meats, daily products, baked goods or other foods, drugs, dry goods, clothing and notions or hardware.
- (3) Personal service establishments which perform services on the premises, such as, but not limited to: repair shops (watches, radio, television, shoe and etc.), tailor shops, beauty parlors or barber shops, photographic studios, and self-service laundries and dry cleaners.
- (4) Dry cleaning establishments, or pick-up stations, dealing directly with the consumer. Central dry cleaning plants serving more than one retail outlet shall be prohibited.
- (5) Business establishments which perform services on the premises, such as, but not limited to: banks, loan companies, insurance offices and real estate offices; drive-in facilities shall be an accessory use only.
- (6) Professional services including the following: offices of doctors, dentists, osteopaths, and similar or allied professions, including clinics.
- (7) Facilities for human care such as hospitals, sanitariums, rest and convalescent homes.
- (8) Post office and similar governmental office buildings, servicing persons living in the adjacent residential area.
- (9) Off-street parking lots.
- (10) Churches.
- (11) Other uses similar to the uses in subsections (1) through (10) of this section.
- (12) Accessory structures and uses customarily incident to the permitted uses in subsections (1) through (10) of this section.
- (13) All uses permitted and as regulated in the R-1 and R-2 one-family residential district and in the RM-1 multiple-family residential district.

- **Sec. 32-231. - Required conditions.**

- (a) All business establishments shall be retail or service establishments dealing directly with consumers. All goods produced on the premises shall be sold at retail on premises where produced.
- (b) All business, servicing, or processing, except for off-street parking or loading, shall be conducted within a completely enclosed building.
- (c) The outdoor storage of goods or material shall be prohibited.
- (d) Warehousing or indoor storage of goods or material beyond that normally incident to the section 32-230 permitted uses, shall be prohibited.