

CHAPTER 2022-58

No. 371 **AN ORDINANCE IN AMENDMENT OF ORDINANCE NO. 2019-55, NO. 541, APPROVED DECEMBER 13, 2019, "AN ORDINANCE ESTABLISHING A TAX STABILIZATION AGREEMENT FOR WESTMINSTER PARTNERS, LLC, LOCATED ON ASSESSOR'S PLAT 20, LOT 409, (203 WESTMINSTER STREET)"**

Approved November 4, 2022

Be it ordained by the City of Providence:

HEREAS, Westminster Partners, LLC ("Project Owner") is the owner of certain real property located in the City at 203 (a/k/a 187; 213) Westminster Street, Assessor's Plat 020, Lot 409 (formerly known as Assessor's Plat 020, Lots 021, 022, and 025); and

WHEREAS, Project Owner has proposed and committed to repurposing the existing abandoned structure into a rehabilitated and also new commercial structure that will bring new tourism and employment to the neighborhood and the City of Providence; and

WHEREAS, Under Article 13, Section 5 of the Rhode Island Constitution, the General Assembly retains exclusive power over matters relating to municipal taxation. Notwithstanding, and pursuant to Rhode Island General Laws (R.I.G.L.) § 44-3-9, the General Assembly has authorized the City of Providence, acting through its City Council and subject to certain enumerated conditions, to exempt or determine a stabilized amount of taxes to be paid on account of real and personal property for a period not to exceed twenty (20) years; and

WHEREAS, Pursuant to the Providence Code of Ordinances, as amended, specifically Chapter 21, Article VIII, Section 21-169, the granting of the tax stabilization will inure to the benefit of the City of Providence and its residents by reason of:

- (A) The willingness of Project Owner to rehabilitate existing historic buildings and return them to useful service bringing additional tourism and employment to the area and improving the physical plant of the City, which will result in a long-term economic benefit to the City and State; and
- (B) The willingness of Project Owner to commit by agreement to make a significant investment in the above-referenced property, by repurposing this abandoned structure bringing new tourism and employment to the neighborhood and enhancing its tax base. This will enhance the tax base of the surrounding area, and generate significant tax revenues for the City of Providence.

NOW, THEREFORE, In consideration of the mutual agreements and promises set forth herein and other good and lawful consideration the receipt of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS.

"Property" shall mean certain real property together with any and all buildings, structures, and/or improvements now or in the future located in the City at 203 (a/k/a 187; 213) Westminster Street, Assessor's Plat 020, Lot 409 (formerly known as Assessor's Plat 020, Lots 021, 022, and 025).

"Property Owner" shall mean the Project Owner or any other respective entities with the legal or equitable right and/or interest in and/or to the Property, including any and all successors and assigns.

SECTION 2. TAX STABILIZATION.

Section 2.1. Grant. The City, in accordance with R.I.G.L. § 44-3-9 and the City of Providence Code of Ordinances, does hereby grant a twenty (20) year tax stabilization in favor of the Property Owner with respect to the Property.

Section 2.2. Term. The tax stabilization term shall be the period commencing on December 31, 2022 and terminating on December 31, 2042. (Tax Years 2023-2042).

Section 2.3. Plan. During the tax stabilization term as defined in Section 2.2 above, the City has determined the stabilized amount of taxes to be paid by the Property Owner with respect to the Property, notwithstanding the valuation of the Property or the then-current rate of tax as follows: For tax years 2023 through and including tax year 2026, the Property Owner shall make a tax payment equal to the taxes due and owing for the December 31, 2022 assessment value multiplied by the 2023 Tax Year tax rate (hereinafter the "Base Assessment Tax"). For each tax year thereafter, the Property Owner will pay the Base Assessment Tax plus a percentage of the difference between the Base Assessment Tax on the Property and the taxes due and owing on the then-current assessed value of the Property multiplied by the then-current rate. See "Tax Stabilization Plan" incorporated herein as if fully reproduced and attached hereto and as Exhibit A.

Section 2.4. Payment Deadlines. During the tax stabilization term as defined in Section

2.2 above and in accordance with the tax stabilization plan outlined in Section 2.3 above, stabilized tax payments shall be made in either a lump sum during the first quarter of the applicable tax year or in equal quarterly installments at the discretion of the Property Owner. If the Property Owner elects to make quarterly installments, each quarterly installment shall be due on the same date that quarterly taxes are due for all other taxpayers in the City of Providence.

Section 2.5. Obligation of Property Owner to Make Payment. During the tax stabilization term as defined in Section 2.2 above and in accordance with the tax stabilization plan outlined in Section 2.3 above, stabilized tax payments shall be an obligation of the Property Owner. It is understood that the stabilized tax payments made hereunder are deemed by the City to be tax payments, and the Property Owner shall be entitled to all of the rights and privileges of a taxpayer in the City, including, without limitation, the right to challenge and appeal any assessment and/or reassessment.

Section 2.6. Non-Receipt of Stabilized Tax Bill. Failure by the City to send or failure by the Property Owner to receive a stabilized tax bill does not excuse the nonpayment of the stabilized tax nor affect its validity or any action or proceeding for the collection of the tax in accordance with this Agreement or otherwise.

Section 2.7. Recording of Agreement, Running with Land. Upon the execution of this Agreement, the Property Owner shall cause a Notice of this Agreement to be recorded at its expense in the City's official public land evidence records.

SECTION 3. PERFORMANCE OBLIGATIONS.

Section 3 .1. Commencement of Performance.

Rehabilitation and/or construction shall commence within twelve (12) months of the Effective date of this Agreement and a certificate of occupancy for project construction (not to include any work related to tenant build out(s)) shall be obtained within thirty-six (36) months of the commencement of the work.

Section 3 .2. Permits and Certificates of Occupancy.

Property Owner shall obtain all permits and certificates of occupancy as required by state and local law in connection with any and all intended construction or rehabilitation at the Property.

SECTION 4. TRANSFER OF THE PROPERTY.

Section 4.1. Transfer Generally. Stabilized tax payments shall be an obligation of the Property Owner during the tax stabilization term as defined in Section 2.2 above and in accordance with the tax stabilization plan outlined in Section 2.3 above. Additionally, in accordance with Section 2.7, the burdens and benefits of this Agreement will run with the land, and as for payment of taxes shall run in favor of the City regardless of any transfer of ownership. The Property Owner further agree to provide written notice to the City within thirty (30) days of any transfer of title to the real estate.

Section 4.2. Transfer to Tax Exempt Entities. In the event that one of the respective entities comprising the Property Owner transfers one of the lots comprising the Property to a tax exempt entity, this Agreement shall be void ab initio as it pertains to the respective lot being transferred and the owner thereof and any entity holding the legal right or legal interest in the that respective lot at the time of said transfer shall be liable for the full taxes due and owing from the Effective Date of this Agreement and forward.

Section 4.3. Post-Expiration Transfers. In the event that one of the respective entities comprising the Property Owner transfers the Property to a tax exempt entity within five years from the end of the tax stabilization term, as defined in Section 2.2 above, the then respective entity owning the applicable lot at the time of said sale will pay the following: five percent (5%) of the sale price in said transfer if sold to a tax-exempt entity in the first year following the end of the Term; four percent (4%) of the sale price in said transfer if sold to a tax-exempt entity in the second year following the end of the Term; three percent (3%) of the sale price in said transfer if sold to a tax-exempt entity in the third year following the end of the Term; two percent (2%) of the sale price in said transfer if sold to a tax-exempt entity in the fourth year following the end of the Term; and one percent (1 %) of the sale price in said transfer if sold to a tax-exempt entity in the fifth year following the end of the Term.

SECTION 5. FURTHER ASSURANCES.

Section 5.1. MBE/WBE. Property Owner shall make a good faith effort to award to Minority Business Enterprises as defined in R.I.G.L. § 31-14.1 ("MBE Act") no less than 10% of the dollar value of the construction costs for the Project (as determined in accordance with the rules and regulations promulgated pursuant to MBE Act). Property Owner shall make a good faith effort to award to Women Business Enterprises (WBE's) no less than 10% of the dollar value of the construction costs for the Project (as determined in accordance with Section 21-52 of the Code of Ordinances of the City of Providence). Property Owner will request the City MBE/WBE office to establish a list of qualified MBE/WBE companies in order to satisfy its MBE/WBE construction goals. In this manner, the City will assist Property Owner in meeting said goals. The process of participating with the MBE/WBE office shall begin upon passage in order to develop a designated MBE/WBE subcontractor list which will encourage MBE/WBE participation and joint ventures with other members with the construction industry.

Section 5.2. Internal Revenue Service reporting. Except as provided under R.I.G.L. § 28-42-8, any person performing services at the Property shall annually receive either a W-2 statement or an IRS Form 1099.

Section 5.3. First Source. Pursuant to the City of Providence First Source Ordinance, the Project Owner shall enter into a First Source Agreement covering the hiring of employees necessary to complete the proposed Project and throughout the term of this Agreement. Project Owner shall work in conjunction with the Director of First Source Providence to develop the First Source Agreement.

Section 5.4. "Buy Providence" Initiative. Property Owner will use good faith efforts to ensure that construction materials are purchased from economically competitive and qualified vendors located in the City of Providence. In furtherance of this effort, Property Owner will work with the City to develop a list of Providence vendors and subcontractors in order to create a preferred vendor list of qualified and economically competitive vendors for the construction of the Property. In order to further that effort, Property Owner will hold seminars/meetings upon passage of this Ordinance, with the Providence MBE/WBE office, the Director of First Source Providence and the Providence Chamber of Commerce to inform the local-economy of the Property Owner's development plans in order to maximize the opportunities for Providence businesses to work with Property Owner in providing on-going services, equipment and materials. To be clear, nothing in the foregoing shall be construed so as to obligate Property Owner to purchase construction materials from any vendor that has not provided the lowest qualified bid in connection with the provision of such materials, as reasonably determined by Property Owner.

Section 5.5. Apprenticeship. The Property Owner shall ensure that one hundred (100) percent of the hours worked on the project shall be performed by trade construction subcontractors who have or are affiliated with an apprenticeship program as defined in 29 C.F.R. § 29 et seq. Up to twenty (20) percent of the hourly requirement may be waived if replaced with hours worked by qualified MBE/WBE companies registered in the State of Rhode Island. Certification of this waiver shall be reviewed and signed by the designated MBE/WBE coordinator within the department of purchasing. The Property Owner shall make a requirement in the contracts between its construction manager and general contractor and their subcontractors who have apprenticeship programs as defined in 29 C.F.R. § 29 that not less than ten (10) percent of the total hours worked on the project are completed by apprentices registered in the aforementioned apprenticeship programs.

The Property Owner shall as part of its contracts between its construction manager and general contractor and their subcontractors require that the subcontractors submit to the Director of Planning and Development or his/her designee quarterly verification reports to ensure compliance with this section.

The Property Owner, its construction manager or general contractor or other authorized person/entity may petition the Director of Planning and Development or his/her designee to adjust the apprenticeship work hour requirements to a lower percentage upon a showing that:

- a. Compliance is not feasible because a trade or field does not have an Apprenticeship program or cannot produce members from its program capable of performing the scope of work within the contract; or
- b. Compliance is not feasible because it would involve a risk or danger to human health and safety or the public at large; or
- c. Compliance is not feasible because it would create a significant economic hardship; or
- d. Compliance is not feasible for any other reason which is justifiable and demonstrates good cause.

SECTION 6. DEFAULT.

The following events shall constitute an event of default hereunder:

- (A) Failure of the Property Owner to pay any amount due under or with respect to the tax stabilization in accordance with Section 2 above; or
- (B) Failure of the Property Owner: to record a Notice of this Agreement as required by and in accordance with Section 2 above; or
- (C) Failure of the Property Owner to meet any of the performance obligations set forth in Section 3 above; or
- (D) Failure of the Property Owner to annually report as required by Section 9 below; or
- (E) Failure of the Property Owner to notify the City in writing within thirty (30) days of the transfer of the Property; or

- (F) Transfer of the Property by the Property Owner outside of the terms of this Agreement; or
- (G) Failure of the Property Owner to comply with Section 5 above; or
- (H) Failure of the Property Owner to comply with any other obligation or promise contained within any section or subsection of this Agreement; or
- (I) Failure of the Property Owner to comply with all state and local law regarding building and property maintenance codes, zoning ordinances, and building and/or trade permits; or
- (J) Failure of the Property Owner to remain current on any and all other financial obligations to the City of Providence.

SECTION 7. NOTICE AND CURE

Section 7.1. Notice and Cure Period. The City Council shall provide written notice to the Property Owner before exercising any of its rights and remedies under Section 8 below. The Property Owner shall have ninety (90) days to cure any alleged default under this Agreement, provided, however, that if the curing of such default cannot be accomplished with due diligence within ninety (90) days, then the Property Owner shall request an additional reasonable period of time from the Tax Assessor (and if an agreement on the period of time cannot be reached between the Property Owner and the Tax Assessor, then the Property Owner shall request such additional time from the City Council) to cure such default. Such reasonable request shall be granted provided that the Property Owner shall have commenced to cure such default within said period, such cure shall have been diligently pursued by the Property Owner and the City Council does not reasonably deem the taxes jeopardized by such further delay, all as determined by the City Council in its sole reasonable discretion.

Section 7.2. Agreed Upon Address for F11rposes of Written Notice. All notices, requests, consents, approvals, and any other communication which may be or are required to be served or given (including changes of address for purposes of notice) shall be in writing and shall be sent registered or certified mail, or by nationally recognized overnight courier (such as Federal Express or UPS) and addressed to the following parties set forth below:

If to:	City of Providence Office of the City Clerk 25 Dorrance St. Providence, RI 02903
If to:	Westminster Partners, LLC Attn: Gordon Buist c/o Abdo Development 1416 P Street, NW Washington, DC 20005
Copy to:	Moses Ryan Ltd. Attn: Thomas Moses, Esq. 160 Westminster Street, Suite 400 Providence, RI 02903

SECTION 8. RIGHTS AND REMEDIES.

Section 8.1. Collection of Taxes. At any time during the tax stabilization term as defined in Section 2.2 of this Agreement, the City of Providence may pursue any and all rights and remedies arising under any state or local law, including but not limited to R.I.G.L. Chapters 7-9 of Title 44, and/or arising under this Agreement to collect stabilized taxes due and owing in accordance with the tax stabilization plan outlined in Section 2.3 above and/or to collect retroactive taxes pursuant to Section 8.1 above.

Section 8.2. City's Lien Remedies and Rights. Nothing herein contained shall restrict or limit the City's rights and/or remedies with respect to its first priority lien for taxes as provided under R.I.G.L. Title 44. Rather, this Agreement shall be construed to provide a complete additional alternative method under contract law for the collection of taxes, and shall be regarded as supplemental and in addition to the powers conferred by other state and local laws.

Section 8.3. Waiver. Failure or delay on the part of the City to exercise any rights or remedies, powers or privileges at any time under this Agreement or under any state or local law shall not constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, remedy, power of privilege thereunder.

Section 8.4. Property Owner's Rights. During the tax stabilization term as defined in Section 2.2, the Property Owner agrees to waive and forever forgo any and all of its rights and privileges under R.I.G.L. § 44-5-26, as it pertains to the Tax Payments due and owing pursuant to this Agreement, unless the assessment value of the Property increases by more than ten percent (10%) between any two City-wide revaluations or updates (as referenced in R.I.G.L. '§ 44-5-11.6) which occur during the term of this stabilization or if there is a substantial change in circumstances regarding the value of the Property. A substantial change in circumstances shall include a vacancy or partial vacancy at the Property, loss of use of the Property as a result of fire, flood or other force majeure, loss of revenue generated by the Property or decline in the real estate market such that it negatively impacts the value of the Property. Nothing herein shall be construed to limit the right of the Property Owner to pursue its rights and remedies under the terms of this Agreement.

SECTION 9. MISCELLANEOUS TERMS.

Section 9.1. Annual Progress Report. The Property Owner shall provide annual reports to the City Council on its progress in complying with the provisions of this Agreement due by December 31 of each year of the Agreement, and one report following the issuance of a certificate of occupancy for the work contemplated hereby. Specifically, its report shall include a performance report on rehabilitation and/or improvements with evidence of final construction costs, status of stabilized tax payments, and evidence of employment compliance pursuant to Section 6 above. Upon receipt and review, the City Council may require and request reasonable additional non-confidential or non-proprietary information.

Section 9.2. Monitoring Fee. Within thirty (30) days of receiving a statement from the Tax Assessor, the Property Owner shall remit a monitoring/compliance fee to the City in the amount of 0.01 percent of the total project costs as presented in the Property Owner's application for each respective tax year during the term of this Agreement.

Section 9.3. Agreement to Contribute to Parks and Recreation Trust Fund. Upon ratification of this Agreement by the City Council, the Property Owner shall, within thirty days of receiving a statement from the Treasurer, contribute to a Trust Fund established by the City of Providence, of which the Treasurer shall be the trustee. The Fund shall be identified as the "City Council Parks and Recreation Fund." The City Council shall establish regulations pertaining to the disbursement of funds.

- (a) Payments to the Fund. The Property Owner shall make payment to the Fund in the fixed amount of \$2,500 for years 1-4 and in a fixed amount of \$8,500.00 equaling 5% of the total tax abated under this agreement for years 5-20, for as long as this Agreement is in full force and effect. Payments shall be made annually and said annual payments will be payable in the first quarter of each subsequent tax year after the Commencement Date. If, for any reason, this Agreement is retroactively revoked, the payments to the fund shall remain and will not be forfeited back to the Property Owner due to a default.

- (b) Investment and Distribution of the Fund. The trust fund will be invested by the Board of Investment Commissioners, and an annual distribution of the investment shall be used to provide funds to the Department of Parks and to the Department of Recreation for capital improvements in neighborhood parks and recreation centers. Said annual distribution shall not supplant any funds that are provided to the Department of Parks and the Department of Recreation through the operating budget. Distributions may never exceed the earnings in the year of distribution or reduce the corpus of the fund. The first payment from the fund shall begin in the fifth year after the establishment of the fund.

Section 9.4 Severability. The sections of this Agreement are severable, and if any of its sections or subsections shall be held unenforceable by any court of competent jurisdiction, the decision of the court shall not affect or impair any of the remaining sections or subsections.

Section 9.5. Applicable Law. This Agreement shall be construed under the laws of the State of Rhode Island, the City of Providence Home Rule Charter, and the City of Providence Code of Ordinances, is amended.

Section 9.6. Modifications Amendments and/or Extensions. This Agreement shall not be modified, amended, extended or altered in any way by oral representations made before or after the execution of this Agreement. Any and all modifications, amendments, extensions or alterations must be in writing duly executed by all parties.

Section 9.7. Entire Agreement. This Agreement and all attachments, addenda, and/or exhibits attached hereto shall represent the entire agreement between City and the Property Owner and may not be amended or modified except as expressed in this document.

Section 9.8. Effective Date. This Agreement shall take effect upon passage of this Ordinance by the Providence City Council, and approval by the Mayor.

Section 9.9. During the term of this Agreement, the Property Owner shall have the exclusive option to lease the adjacent surrounding sidewalks from the City for One Dollar and XX/100 (\$1.00). If Property Owner chooses to exercise this option, the Property Owner and the City shall enter into a lease agreement and Property Owner shall be responsible for the maintenance of the sidewalk during the term of said lease. Further, the Property Owner hereby waives any right to claim any right to be taxed pursuant to R.I. Gen. Law §45-5-13.11 at any time during, or after the expiration, of this Agreement.

IN CITY COUNCIL
OCT 20 2022
FIRST READING
READ AND PASSED
Jina L. Mastrosianni CLERK
ACTING

IN CITY COUNCIL
NOV 03 2022
FINAL READING
READ AND PASSED
John J. Iglizzi PRESIDENT
Jina L. Mastrosianni CLERK
ACTING

I HEREBY APPROVE.

[Signature]

Mayor
Date: 11/4/22

Exhibit A

Year	Percentage of Difference between Base Assessment and Current Full Value Assessment
Year 1	Base Tax
Year 2	Base Tax
Year 3	Base Tax
Year 4	Base Tax
Year 5	6%
Year 6	12%
Year 7	18%
Year 8	24%
Year 9	30%
Year 10	36%
Year 11	42%
Year 12	48%
Year 13	54%
Year 14	60%
Year 15	66%
Year 16	72%
Year 17	78%
Year 18	84%
Year 19	90%
Year 20	96%
Year 21	Taxation Resumes at Full Value Assessment

Plat 20 Lot 409

Tax Year	Year	Value	Base Tax and/or Base Land Tax + %			Proposed Total Tax			Payments at Full Taxation
			of Incr.	Tax Rate	Base Tax	Phased-In Tax			
12/31/2022	1	3,946,000	Base Tax	35.40	\$139,688	\$0	\$139,688.40	\$	139,688.40
12/31/2023	2	3,946,000	Base Tax	35.40	\$139,688	\$0	\$139,688.40	\$	139,688.40
12/31/2024	3	3,946,000	Base Tax	35.40	\$139,688	\$0	\$139,688.40	\$	139,688.40
12/31/2025	4	3,946,000	Base Tax	35.40	\$139,688	\$0	\$139,688.40	\$	139,688.40
12/31/2026	5	18,010,021	6%	35.40	\$139,688	\$29,871.98	\$169,560.38	\$	637,554.74
12/31/2027	6	18,550,322	12%	35.40	\$139,688	\$62,039.16	\$201,727.56	\$	656,681.39
12/31/2028	7	18,550,322	18%	35.40	\$139,688	\$93,058.74	\$232,747.14	\$	656,681.39
12/31/2029	8	18,550,322	24%	35.40	\$139,688	\$124,078.32	\$263,766.72	\$	656,681.39
12/31/2030	9	19,106,831	30%	35.40	\$139,688	\$161,008.03	\$300,696.43	\$	676,381.83
12/31/2031	10	19,106,831	36%	35.40	\$139,688	\$193,209.63	\$332,898.03	\$	676,381.83
12/31/2032	11	19,106,831	42%	35.40	\$139,688	\$225,411.24	\$365,099.64	\$	676,381.83
12/31/2033	12	19,680,036	48%	35.40	\$139,688	\$267,352.74	\$407,041.14	\$	696,673.28
12/31/2034	13	19,680,036	54%	35.40	\$139,688	\$300,771.84	\$440,460.24	\$	696,673.28
12/31/2035	14	19,680,036	60%	35.40	\$139,688	\$334,190.93	\$473,879.33	\$	696,673.28
12/31/2036	15	20,270,437	66%	35.40	\$139,688	\$381,404.15	\$521,092.55	\$	717,573.48
12/31/2037	16	20,270,437	72%	35.40	\$139,688	\$416,077.26	\$555,765.66	\$	717,573.48
12/31/2038	17	20,270,437	78%	35.40	\$139,688	\$450,750.36	\$590,438.76	\$	717,573.48
12/31/2039	18	20,878,550	84%	35.40	\$139,688	\$503,506.32	\$643,194.72	\$	739,100.68
12/31/2040	19	20,878,550	90%	35.40	\$139,688	\$539,471.06	\$679,159.46	\$	739,100.68
12/31/2041	20	20,878,550	96%	35.40	\$139,688	\$575,435.79	\$715,124.19	\$	739,100.68
								\$7,451,405.55	\$ 11,655,540.33

Savings to applicant: \$ 4,204,134.78

The Property will be rehabilitated as an urban apartment icon:

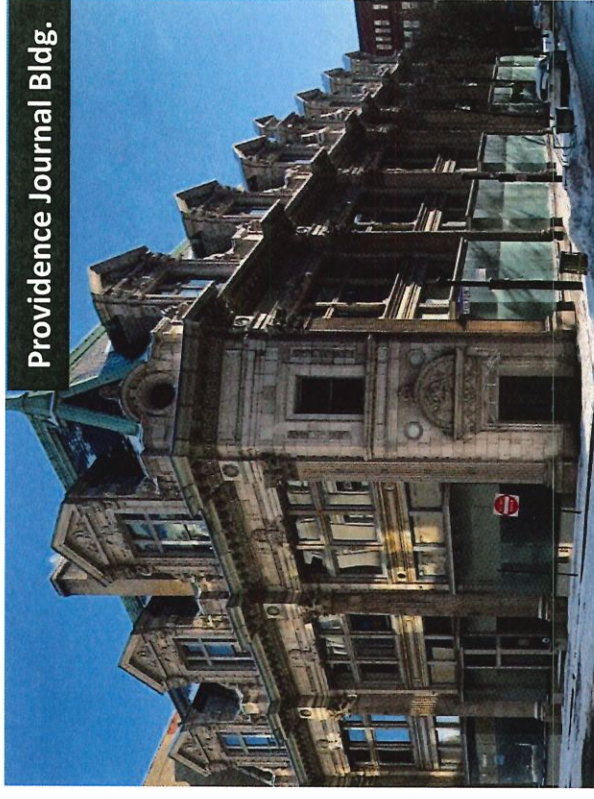
- **Furnished Apartments:** 124 fully-furnished upscale apartments (100% market-rate) featuring elevator access (3 elevators), grand high ceilings, and large windows in most units.

■ **Community Amenities:**

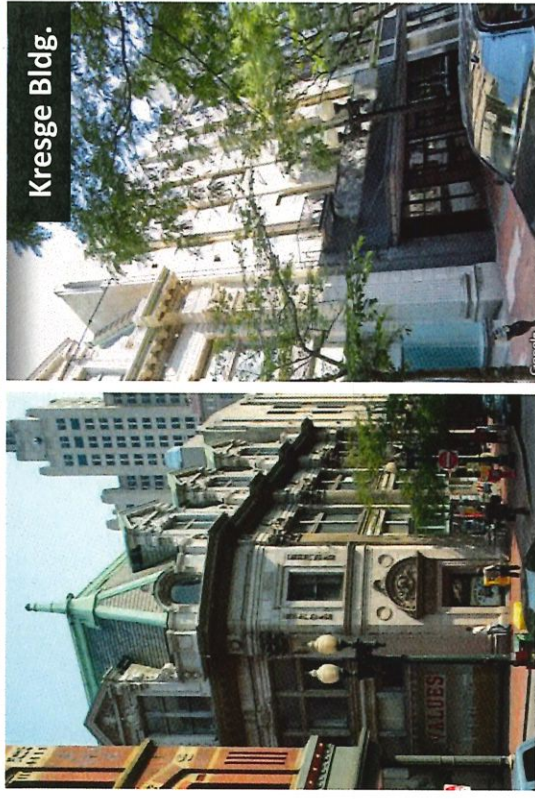
- ✓ on-site leasing & management office
- ✓ private lobby & mailroom
- ✓ 24-hour security
- ✓ fitness center
- ✓ central atrium ("The Courtyard")
- ✓ general storage & bike room
- ✓ 10 dedicated parking spaces

■ **Retail:** 29,230 SF of total retail space

- ✓ 1,511 SF & pizza
- ✓ 1,975 SF café/co-working lounge
- ✓ 1,360 SF unit
- ✓ 6,706 SF unit
- ✓ 13,056 SF Player's Club (1970s "Barcade" basement lounge) connected to a 4,622 SF Player's Club Rooftop (indoor/outdoor) "Skybox"



Providence Journal Bldg.



Kresge Bldg.

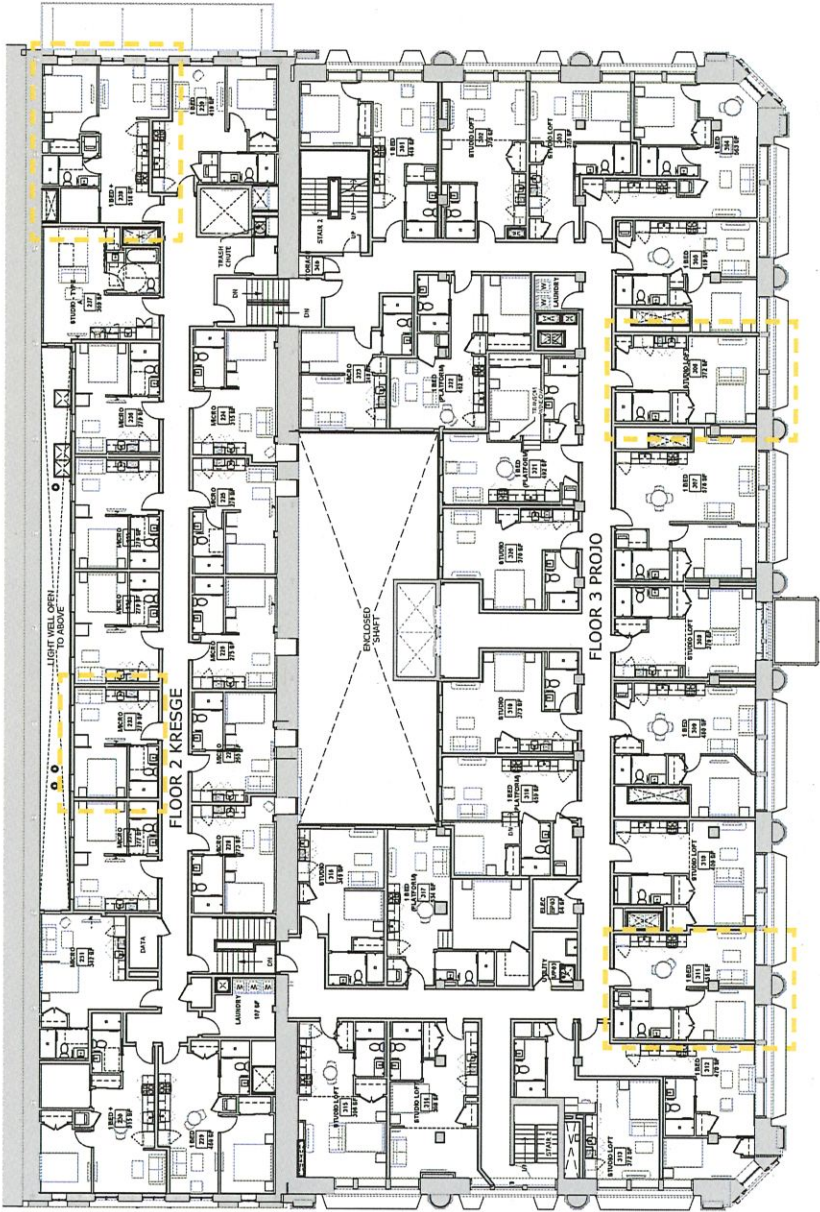


HIVE - MIXED USE

PROGRESS INTERIOR PACKAGE - UPDATE

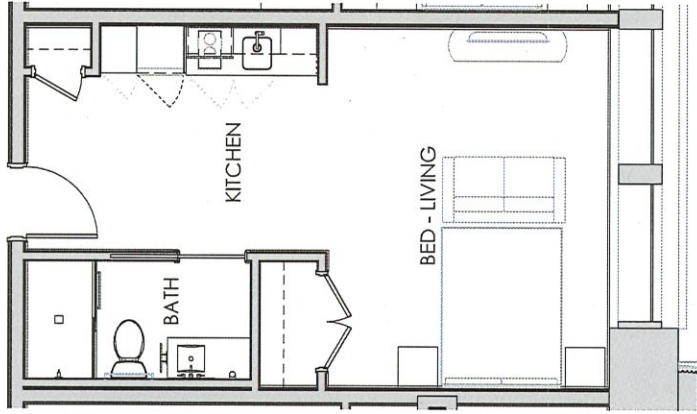
August 15 2022

ROOM	COUNT	AREA (SF)
1 BED	42	428-634
1 BED - TYPE A	1	
1 BED +	6	495-807
MICRO	38	260-350
STUDIO	35	364-465
STUDIO - TYPE A	2	
TOTAL	124	

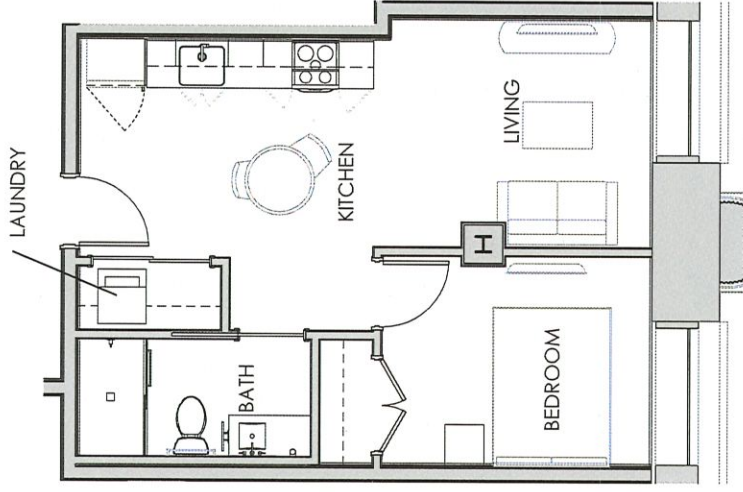


OVERALL PLAN - TYPICAL FLOOR PLAN
HIVE



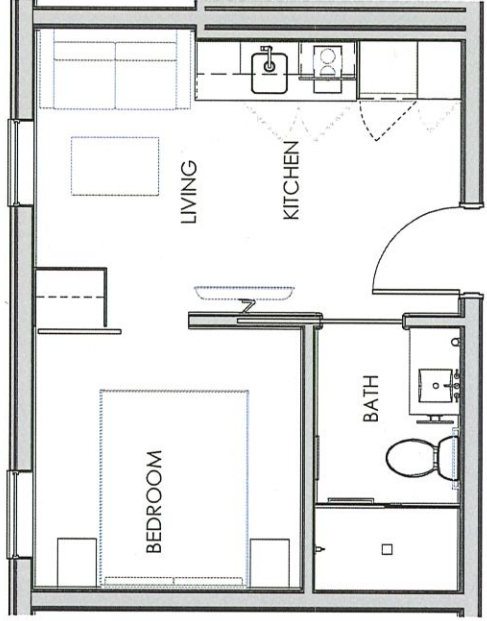


TYPICAL STUDIO

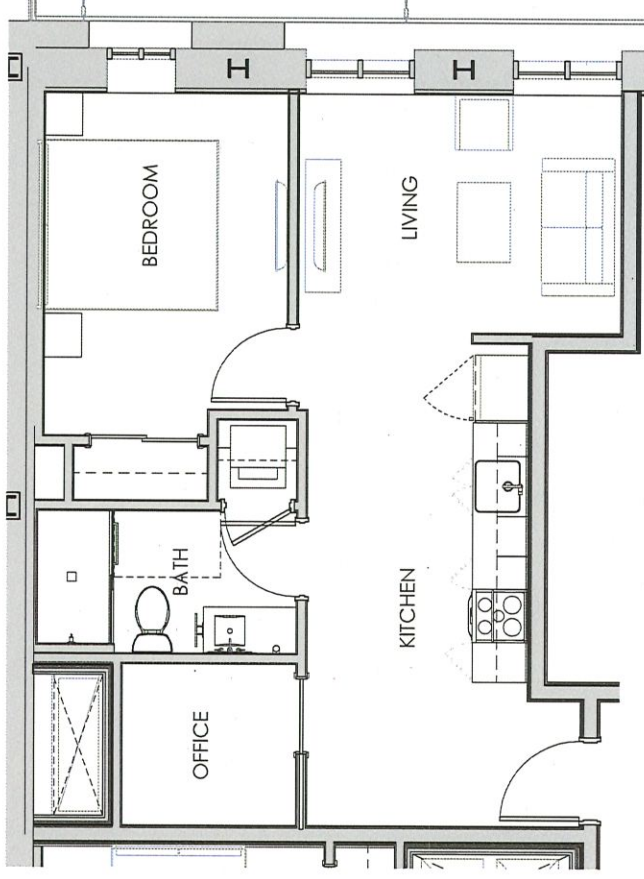
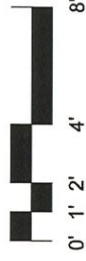


TYPICAL 1 BED

ENLARGED PLAN - FLOOR 2 PROJO, TYPICAL STUDIO & TYPICAL 1 BED
HIVE

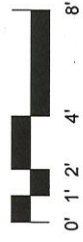
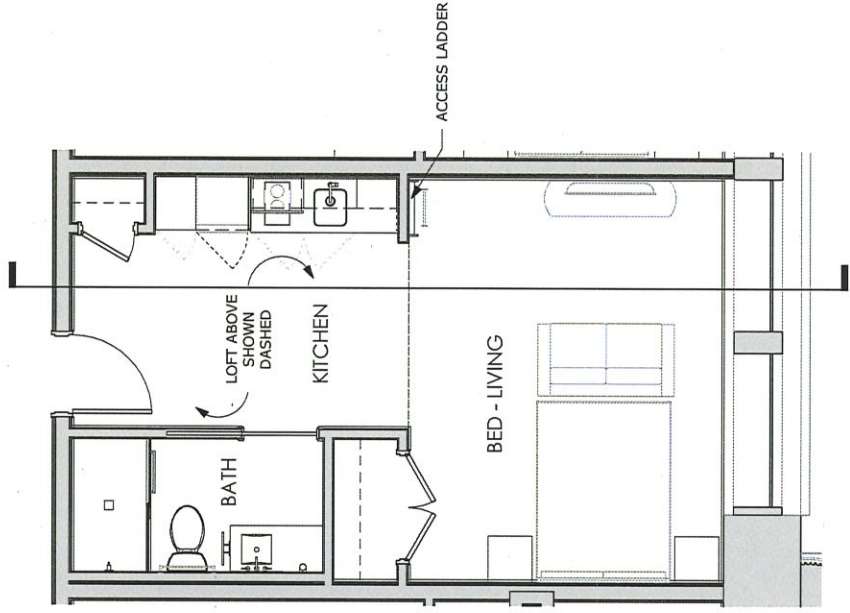


TYPICAL MICRO

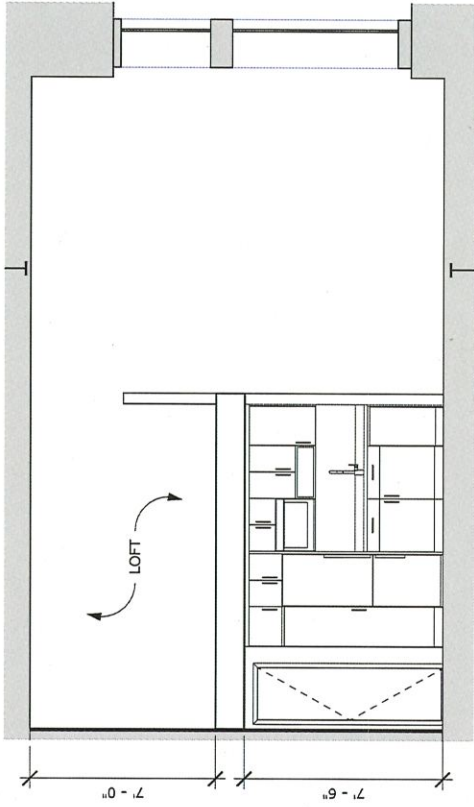


TYPICAL 1 BED+

ENLARGED PLAN - FLOOR 2 PROJO, TYPICAL MICRO & TYPICAL 1 BED+
HIVE

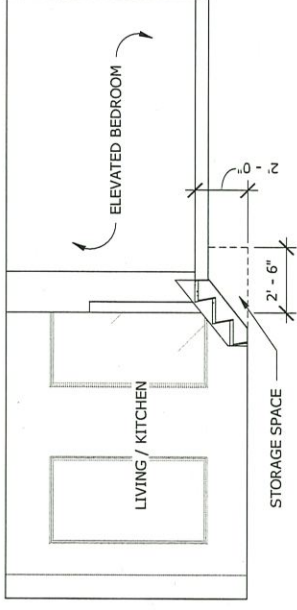
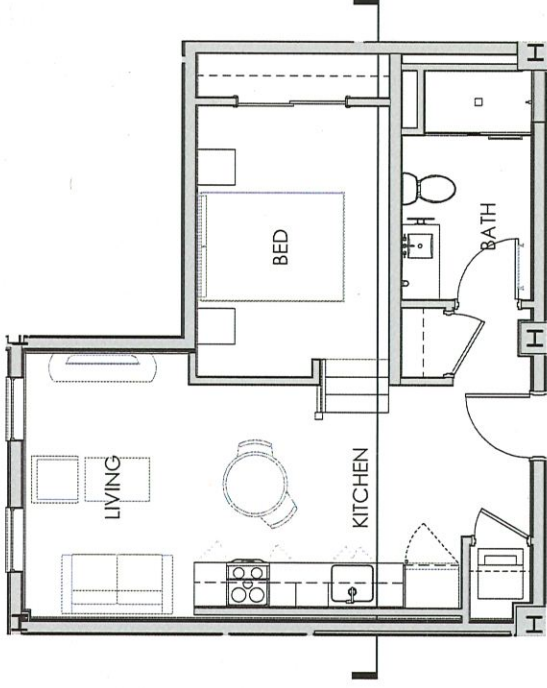


LADDER INSPIRATION



SECTION THROUGH LOFT

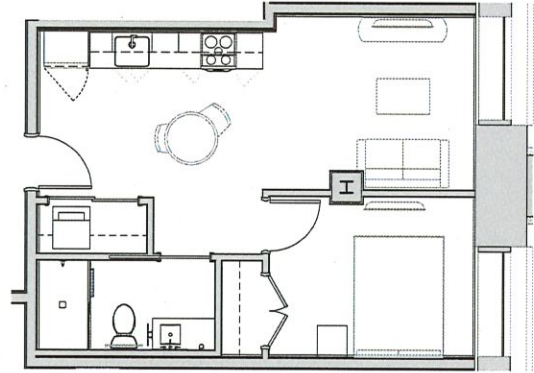
ENLARGED PLAN & SECTION - FLOOR 3 & 4 PROJO, LOFT OPTION
HIVE



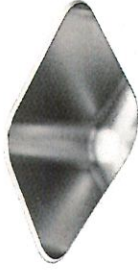
SECTION THROUGH PLATFORM

PLATFORM INSPIRATION

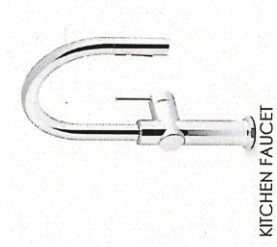
ENLARGED PLAN & SECTION - FLOOR 3 & 4 PROJO, PLATFORM OPTION
HIVE



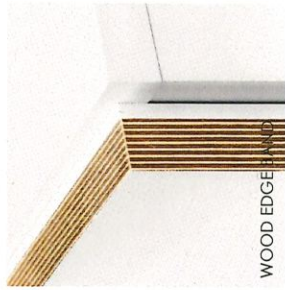
SURFACE FIXTURE



KITCHEN SINK - MICRO



KITCHEN FAUCET



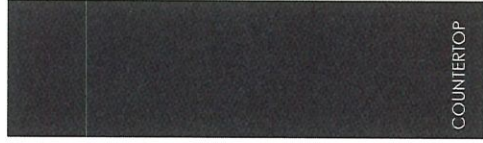
WOOD EDGE



1 BED KITCHEN CABINETS



UNIT FLOOR



COUNTERTOP



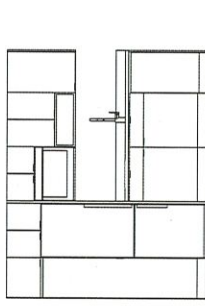
BACKSPLASH



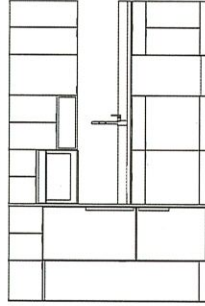
UNIT WALL PAINT



UNIT TRIM, CEILING &
ENTRY DOOR INT. PAINT



MICROLOFTS KITCHEN ELEVATION

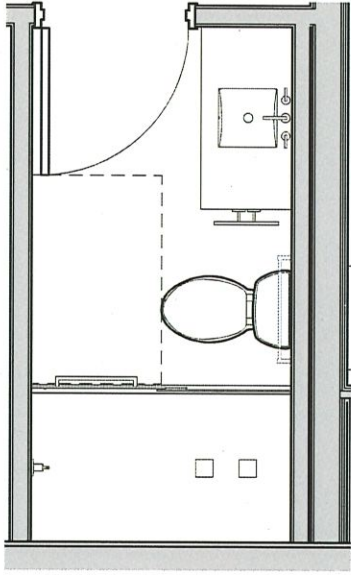


STUDIOS KITCHEN ELEVATION



KITCHEN INSPIRATION

UNIT KITCHEN, LIVING FINISHES HIVE



SHOWER HEAD



FAUCET



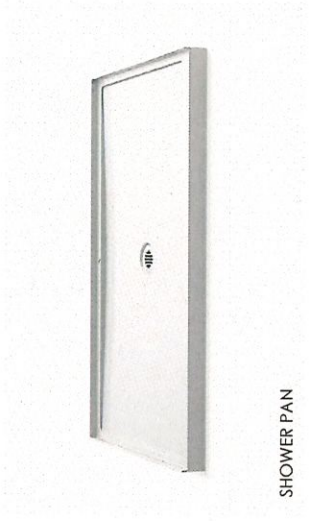
SINK



UNIT WALL PAINT



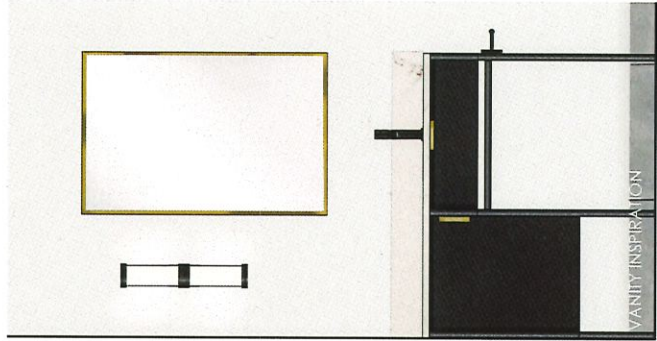
UNIT TRIM PAINT



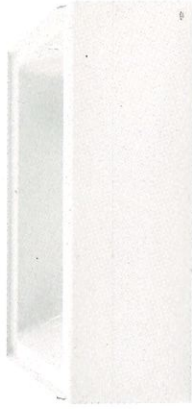
SHOWER PAN



VANITY COUNTERTOP



VANITY INSPIRATION



TUB



VANITY LIGHT



TOILET



FLOOR TILE & BATH WALL BASE



SHOWER WALL TILE

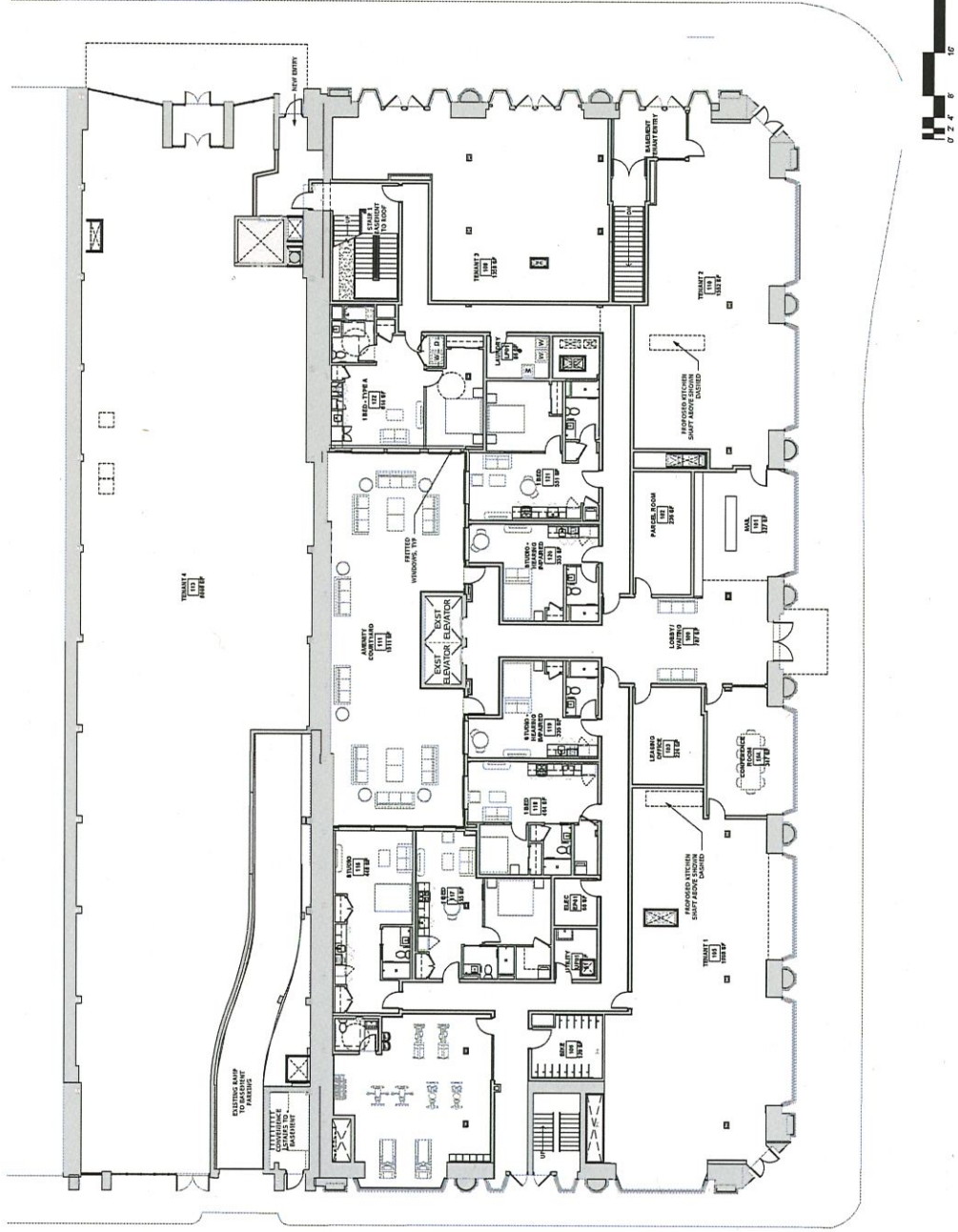
UNIT BATHROOM FINISHES HIVE



SDZ

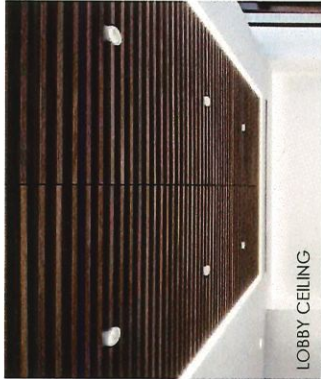
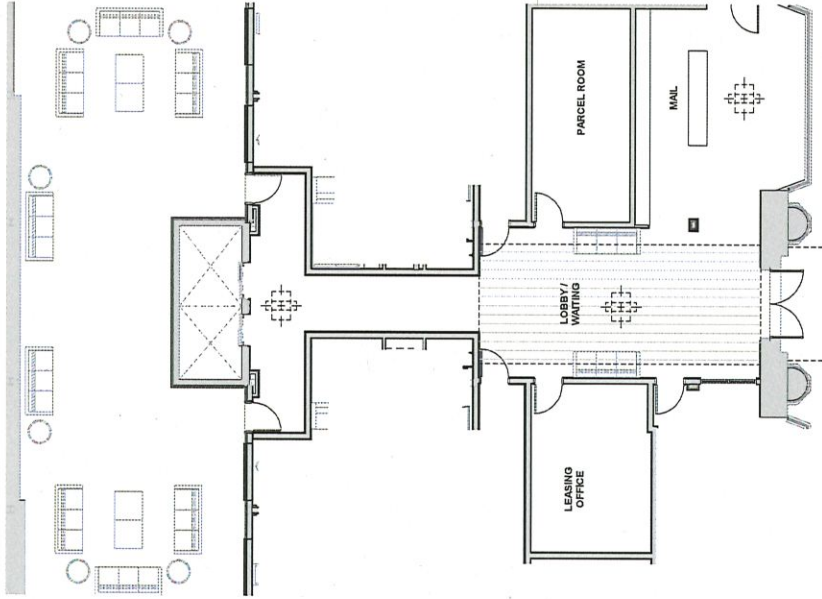
OVERALL PLAN - BASEMENT
HIVE

ROOM	COUNT	AREA (SF)
1 BED	42	428-634
1 BED - TYPE A	1	
1 BED +	6	495-807
MICRO	38	260-350
STUDIO	35	364-465
STUDIO - TYPE A	2	
TOTAL	124	

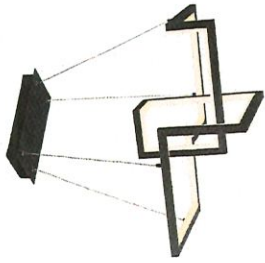


OVERALL PLAN - FIRST FLOOR
HIVE

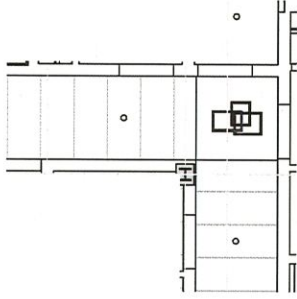




LOBBY CEILING



LOBBY/ELEVATOR LIGHT FIXTURE



UNIT WALL PAINT



UNIT ENTRY DOOR TRIM



UNIT ENTRY DOOR EXT.



CORRIDOR WALL PAINT



DECORATIVE LIGHT



LOBBY WALL & GWR CLING PAINT



FLOOR



CORRIDOR MOOD



CORRIDOR ACCENT CARPET TILE



CORRIDOR OVERALL CARPET TILE



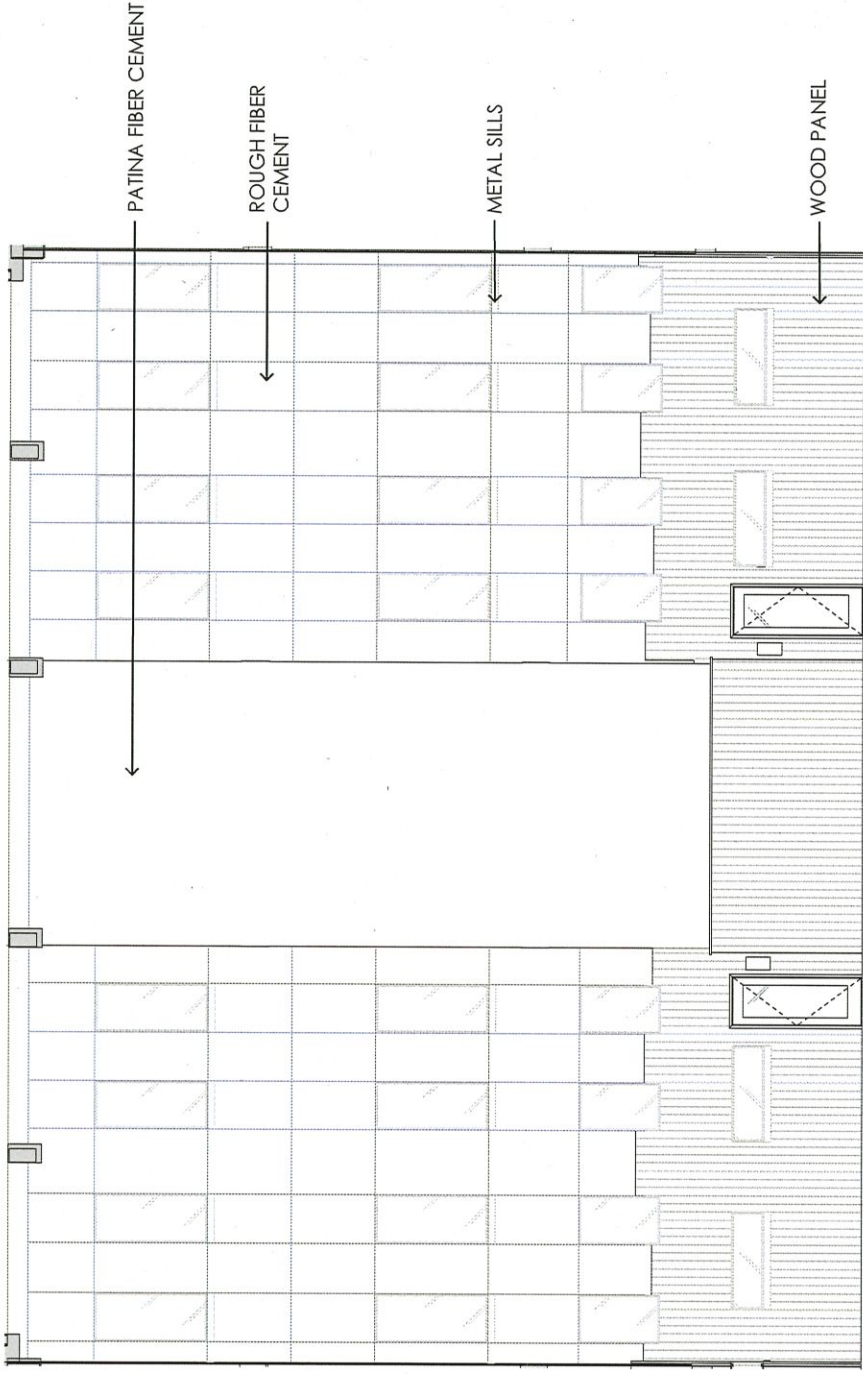
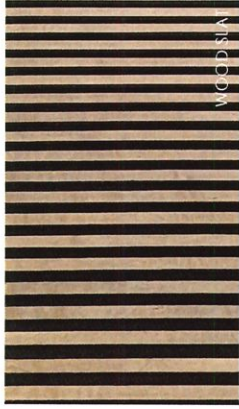
ACT



MAIL / PARCEL INSPIRATION

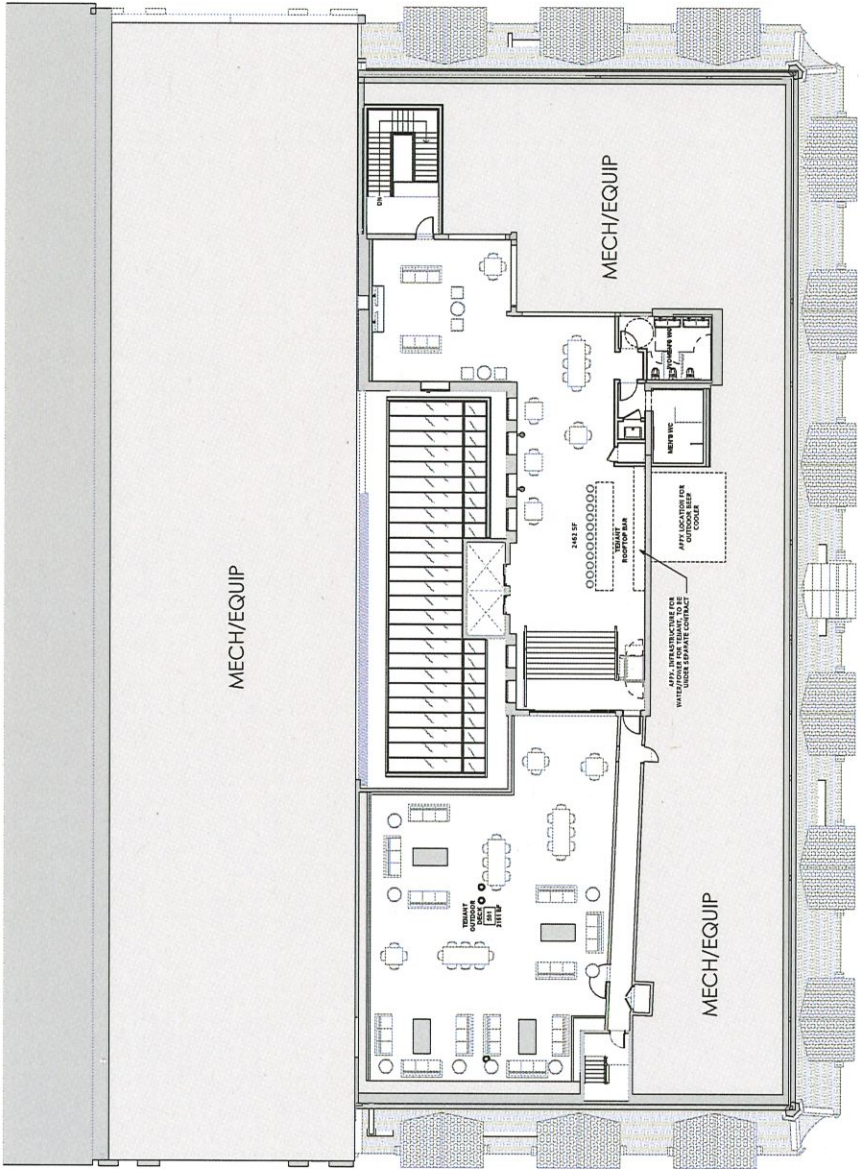
PUBLIC SPACE - LOBBY & CORRIDOR
HIVE





ATRIUM
HIVE





CONCEPTUAL FURNITURE LAYOUT,
FINAL DESIGN TO BE SUBMITTED UNDER
SEPARATE CONTRACT



OVERALL PLAN - ROOFTOP PENTHOUSE TENANT
HIVE



Westminster Partners LLC

(Fiscal Impact)

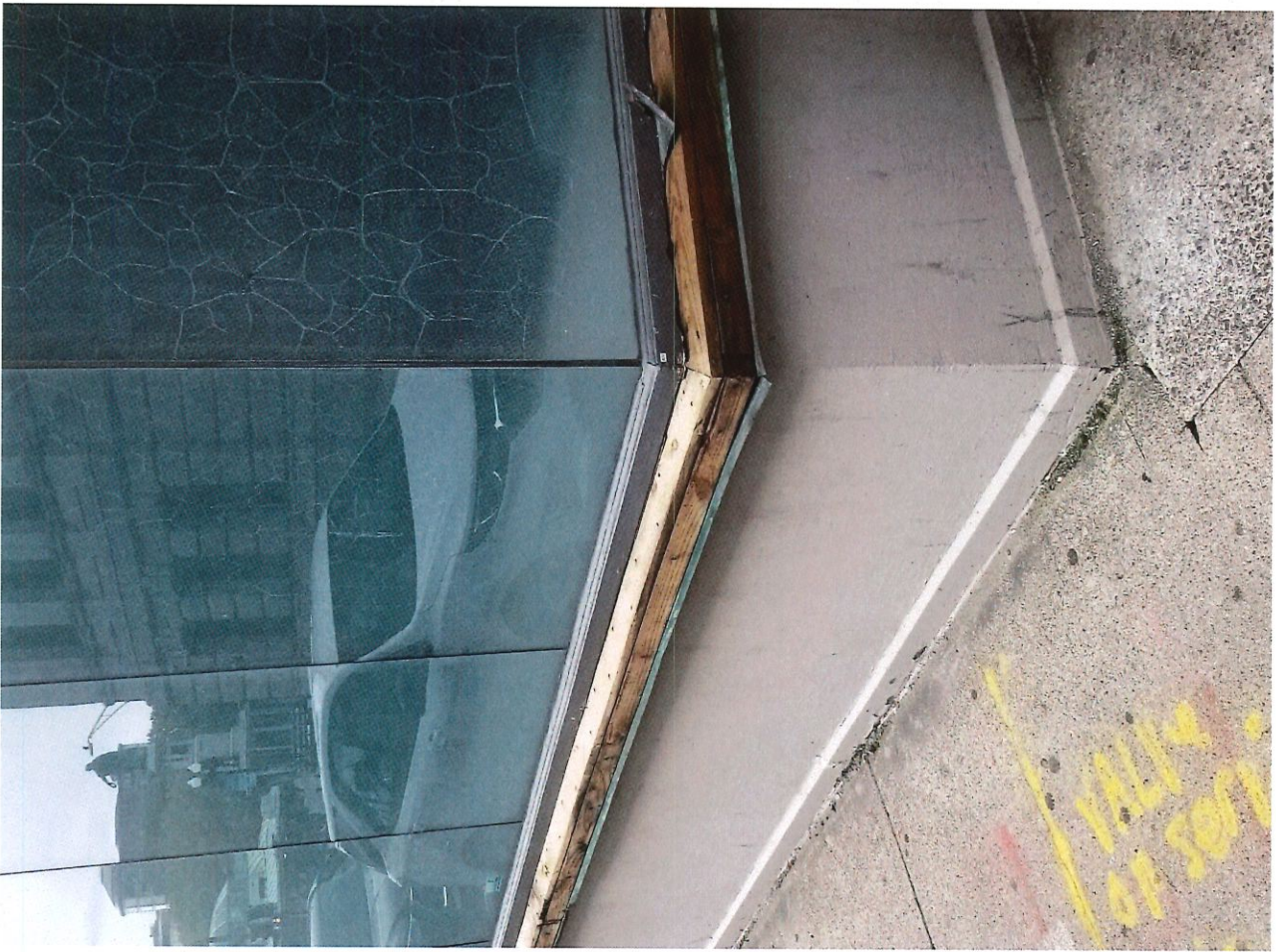
Plat 20 Lot 409

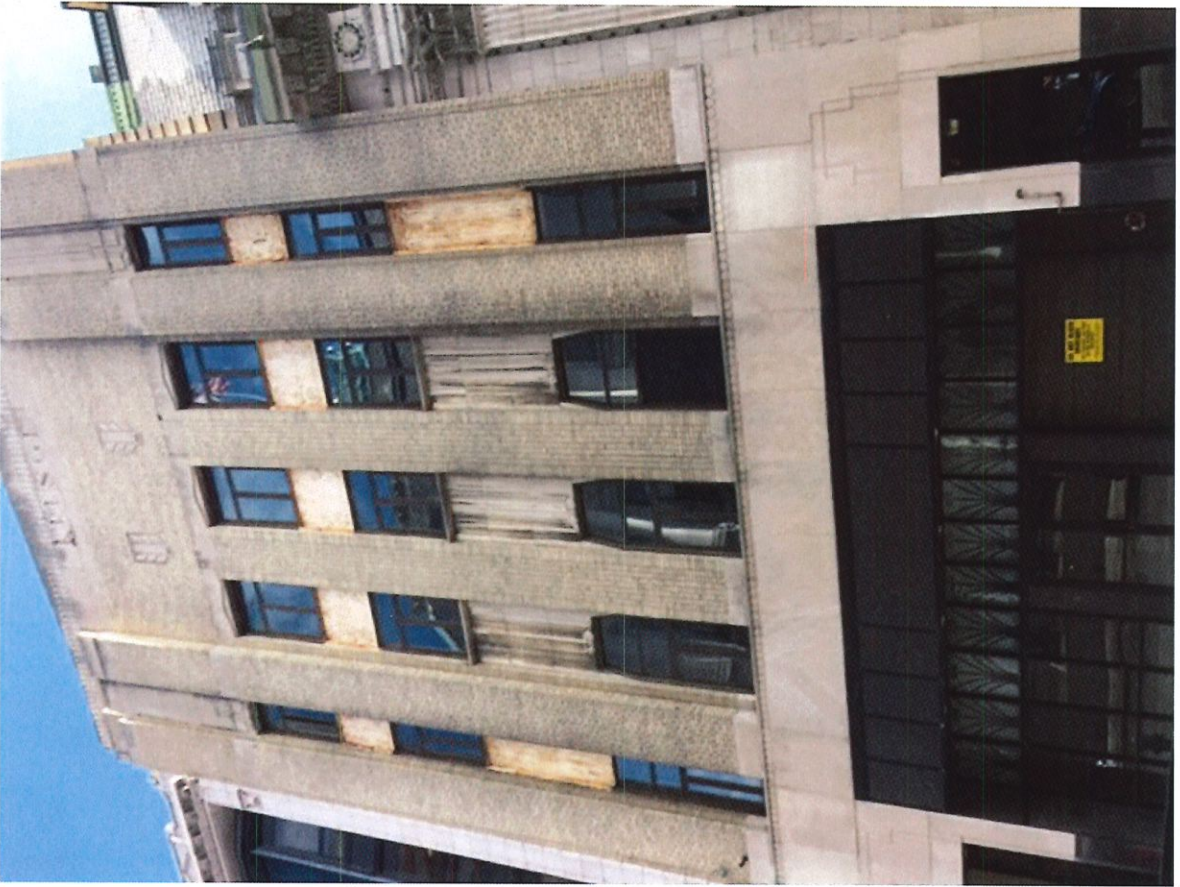
Tax Year	Year	Base Tax and/or Base Land Tax + %					Proposed Total Tax	Payments at Full Taxation
		Value	of Incr.	Tax Rate	Base Tax	Phased-In Tax		
12/31/2022	1	3,946,000	Base Tax	35.40	\$139,688	\$0	\$139,688.40	\$ 139,688.40
12/31/2023	2	3,946,000	Base Tax	35.40	\$139,688	\$0	\$139,688.40	\$ 139,688.40
12/31/2024	3	3,946,000	Base Tax	35.40	\$139,688	\$0	\$139,688.40	\$ 139,688.40
12/31/2025	4	3,946,000	Base Tax	35.40	\$139,688	\$0	\$139,688.40	\$ 139,688.40
12/31/2026	5	18,010,021	6%	35.40	\$139,688	\$29,871.98	\$169,560.38	\$ 637,554.74
12/31/2027	6	18,550,322	12%	35.40	\$139,688	\$62,039.16	\$201,727.56	\$ 656,681.39
12/31/2028	7	18,550,322	18%	35.40	\$139,688	\$93,058.74	\$232,747.14	\$ 656,681.39
12/31/2029	8	18,550,322	24%	35.40	\$139,688	\$124,078.32	\$263,766.72	\$ 656,681.39
12/31/2030	9	19,106,831	30%	35.40	\$139,688	\$161,008.03	\$300,696.43	\$ 676,381.83
12/31/2031	10	19,106,831	36%	35.40	\$139,688	\$193,209.63	\$332,898.03	\$ 676,381.83
12/31/2032	11	19,106,831	42%	35.40	\$139,688	\$225,411.24	\$365,099.64	\$ 676,381.83
12/31/2033	12	19,680,036	48%	35.40	\$139,688	\$267,352.74	\$407,041.14	\$ 696,673.28
12/31/2034	13	19,680,036	54%	35.40	\$139,688	\$300,771.84	\$440,460.24	\$ 696,673.28
12/31/2035	14	19,680,036	60%	35.40	\$139,688	\$334,190.93	\$473,879.33	\$ 696,673.28
12/31/2036	15	20,270,437	66%	35.40	\$139,688	\$381,404.15	\$521,092.55	\$ 717,573.48
12/31/2037	16	20,270,437	72%	35.40	\$139,688	\$416,077.26	\$555,765.66	\$ 717,573.48
12/31/2038	17	20,270,437	78%	35.40	\$139,688	\$450,750.36	\$590,438.76	\$ 717,573.48
12/31/2039	18	20,878,550	84%	35.40	\$139,688	\$503,506.32	\$643,194.72	\$ 739,100.68
12/31/2040	19	20,878,550	90%	35.40	\$139,688	\$539,471.06	\$679,159.46	\$ 739,100.68
12/31/2041	20	20,878,550	96%	35.40	\$139,688	\$575,435.79	\$715,124.19	\$ 739,100.68
							<u>\$7,451,405.55</u>	<u>\$ 11,655,540.33</u>

Savings to applicant:

\$ 4,204,134.78

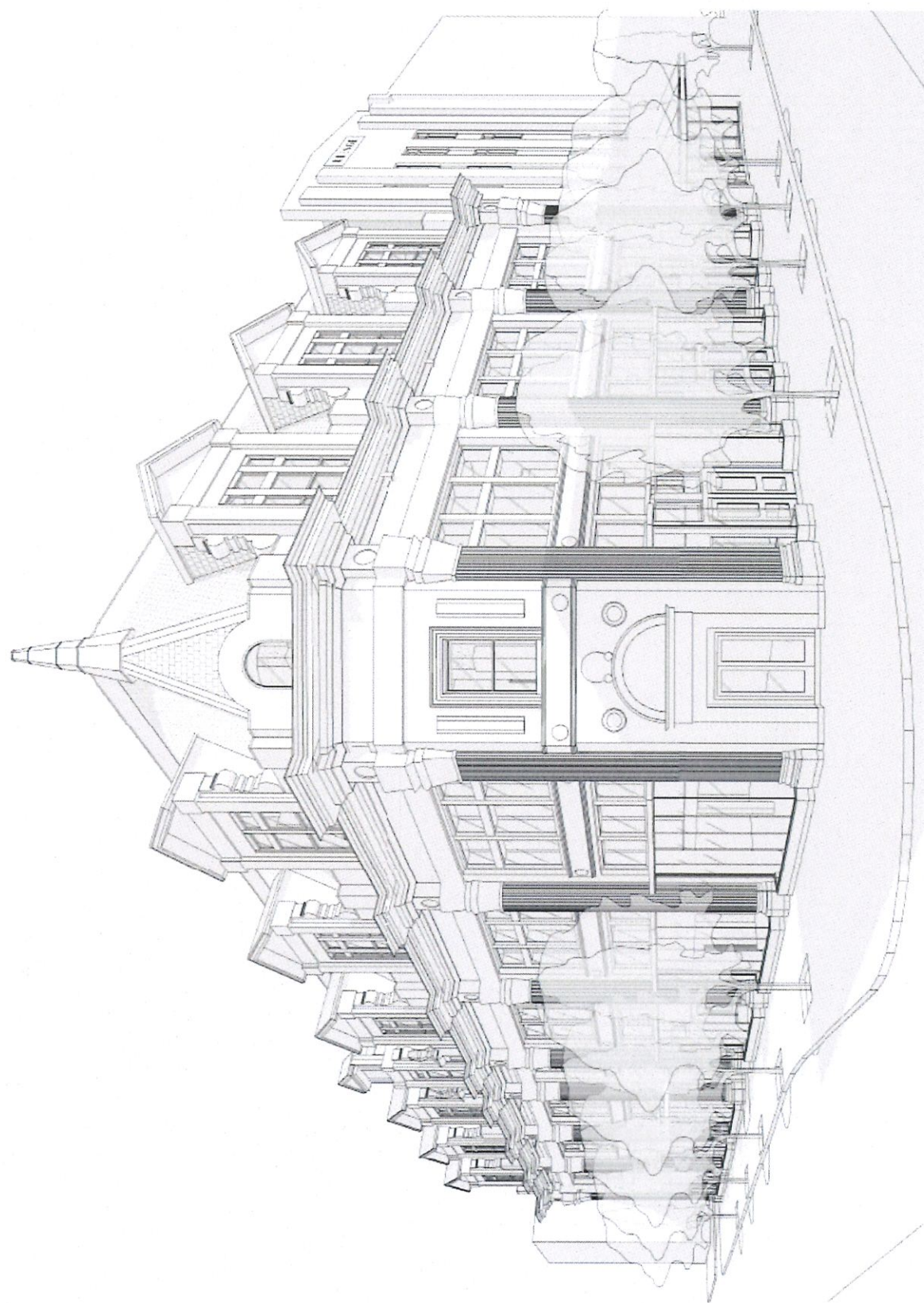
9/22/2022





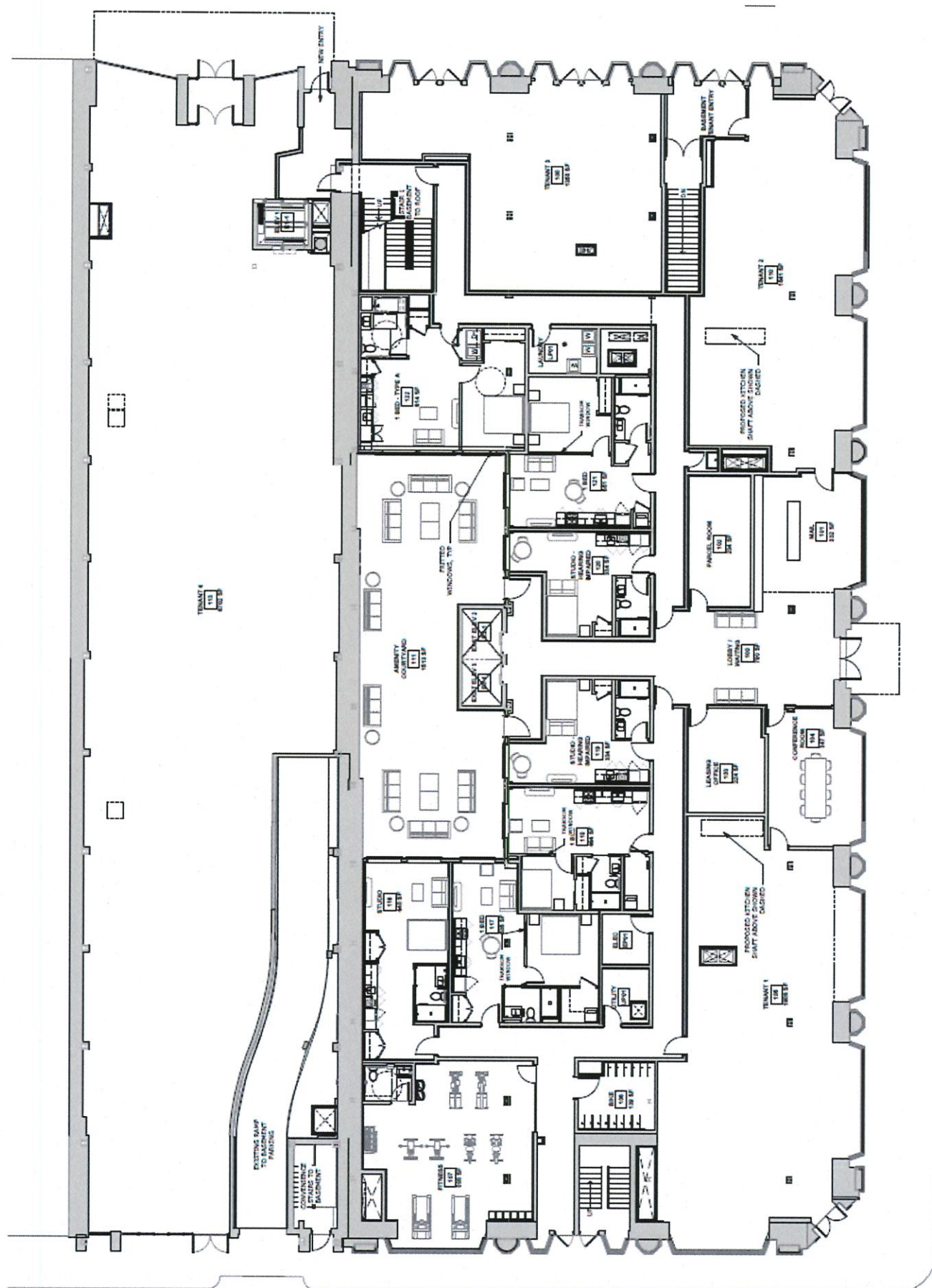




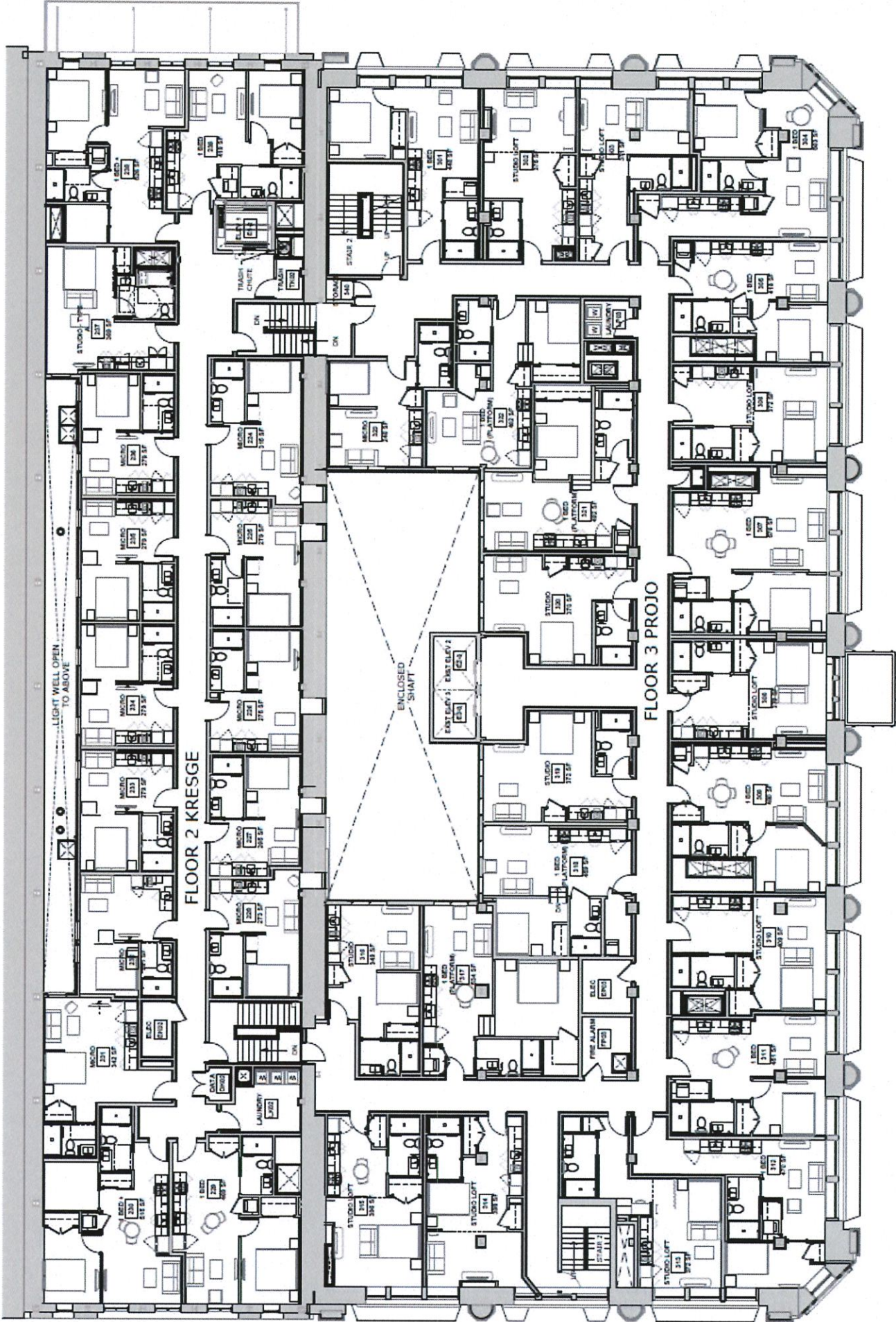


Cross Section

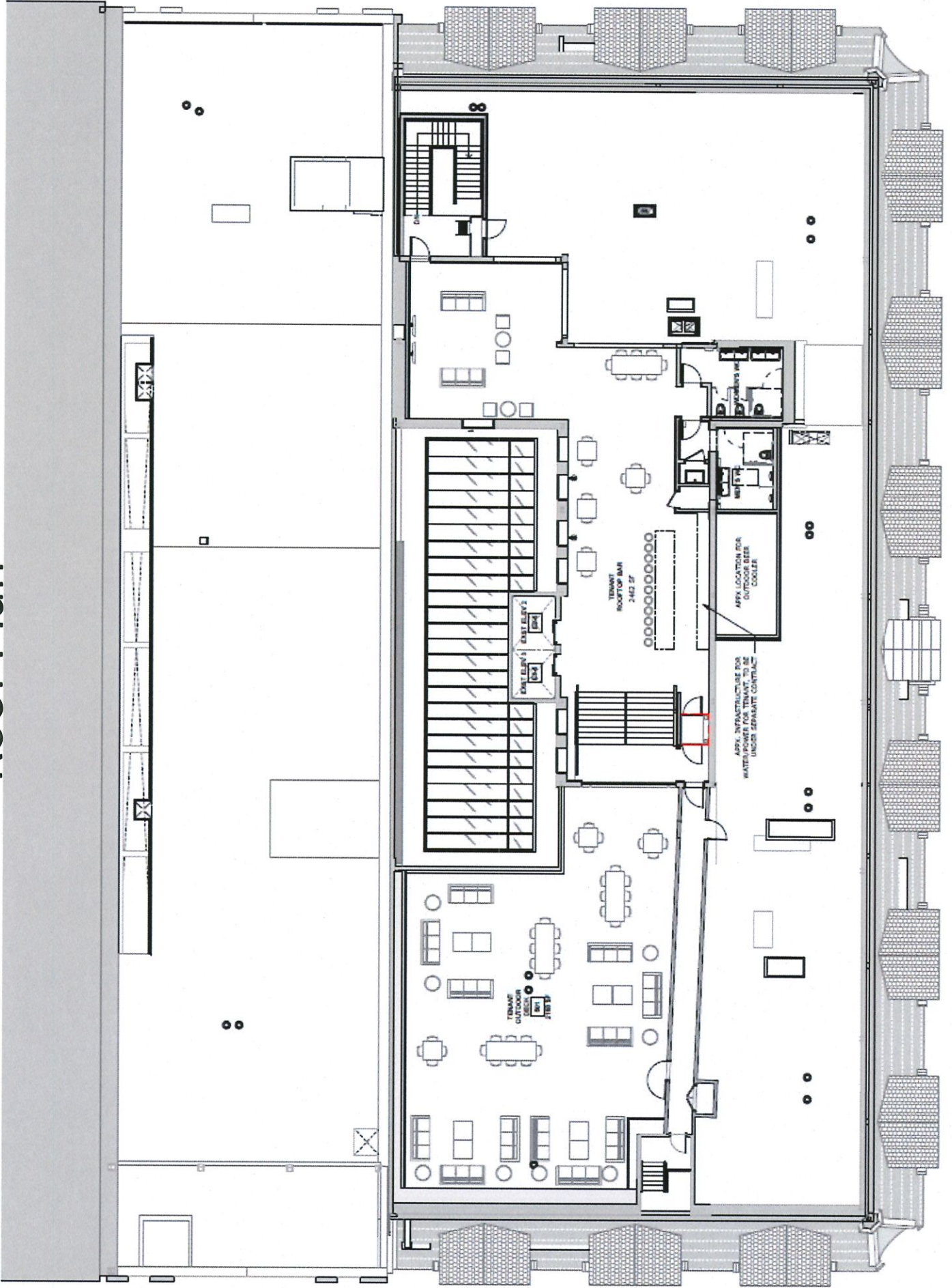




Typical Floor Plan



Roof Plan



DWAYNE KEYS

October 13, 2022

Providence City Council
25 Dorrance St.
Providence, RI 02903
Attn: City Council Finance Committee

RE: Written Testimony for Public Hearing on Monday, October 17, 2022 – proposed TSAs for the Superman Building and Hotel Hive

Dear Members of the Finance Committee:

I write you this testimony with mixed perspectives on the proposed tax stabilization agreement (TSA) for our city's, iconic Superman Building. Like many supporters of this TSA, I envision this treasured landmark being revitalized in a way that preserves the structure, brings economic opportunity to our City's financial district that will benefit downtown and our entire city, and can serve other needs and hopes of Providence including housing, business, tourism, and the list goes on.

At the same time, I'm deeply disturbed by the way the proposed TSA outlines how these goals are to be achieved. While on the surface it appears to be a benefit to most of our residents, if not us all, the path to achieving that goals seems riddled with options that will further increase our city's housing affordability, perpetuate displacement, and exclude residents who members of historically excluded groups from full participation in the opportunities poised to be available if this proposed TSA were to be approved.

In take a holistic approach in assessing the proposed TSA, several questions and concerns came to mind:

- The restrictive covenant for 20% of the new residential units to be the affordable housing aspect of the project only target persons whose average median incomes (AMIs) for the Providence Metro region to bet between 80% and 120%. Some may see this as a mockery of the concept of "affordable" housing, and at the same time it negates the argument being made that we need housing for all income levels. If that's the case, why isn't this project being reflected as providing housing for persons of all income levels? How about those whose incomes are less than 30% AMI? Between 30% and 50% AMI? 50% to 60% AMI? 60% to 80%? And why is the percentage at 20% when 30% to 35% seems more ideal for that restrictive covenant?
- Another opportunity is to bring new residents to the area and enhance the tax base. Yet this project will only involve renting, not home ownership in which property taxes are paid to the City. And with this TSA essentially forgiving portions of tax revenue that the property owner would have to pay to the City without the TSA, how would this project enhance our tax base

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LinkedIn - <https://www.linkedin.com/in/dwaynekeys>**

DWAYNE KEYS

given the other types of taxes those new residents would be paying would go directly to the state?

- It is noted that the City will assist the property owner with meeting participatory goals for Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) along with entering into a First Source Agreement to ensure hiring of local residents for this project. Yet many MBEs continue to raise their ongoing challenges of having full access to such opportunities, and for many the assessment is that First Source ain't sourcing. More explicit and defined deliverables for these aspects of the proposed TSA must be listed in outlining the City's role in these processes.
- As with MBE/WBE and First Source, the opportunities for Apprenticeships with this project must be fully defined to ensure full and fair access.
- The property owner will provide annual reports to the City Council on its progress with the project: will those reports be public? Will the City Council have quarterly or semi-annual check-ins on this project so that successes benefiting our city are recognized and celebrate while at the same time challenges with ensuring full access and participation in the opportunities of this project are identified, address, and resolved early on in the project?
- As the property owner would make contributions to the potential new "Parks and Recreation" Fund for the City, is it possible that the contributions could be split (or increased and split) between this potential new fund and the existing Housing Trust fund of the City, the trust fund which is providing financing to this project? It only seems right and just that the very funding source should receive a fair and full return on investment in order to support other housing goals of our city.

Historically and initial thought would have some say that the questions and concerns that I raised can and will be address as we move forward after the decision of this TSA, which usually means approval. However, I urge this committee to demand these questions and concerns are answered and addressed first before any decision is made to ensure our city shares in the benefits of this project given the involvement of taxpayer resources, for which we all pay into. I have the same concerns and similar questions for the proposed TSA for the Hotel Hive project, so I ask that the committee also apply the same focus before deciding on that proposed TSA.

Thank you for your time and consideration, along with your service to our city!

Best regards,

Dwayne Keys

Long-term Ward 11 Resident in the Southside of Providence

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