

# Michael J. Goellner

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[mgoellner@buildinggrid.com](mailto:mgoellner@buildinggrid.com)

## Biography

Accomplished business leader in corporate real estate, managing strategy and service delivery of large development and brokerage for large institutional owners and Fortune 500 companies. Proven leadership throughout all phases of acquisition and disposition, including sourcing new opportunities, planning and execution of sales and marketing strategies, developing and analyzing financial models, driving energy efficient design and improving bottom line. Forward thinker with a track record of delivering cost savings and process improvements. Effective leader of team members, utilizing analytical, planning and problem-solving skills to materially enhance asset value. Versed in the nuances of complicated real estate transactions. Demonstrated success in master planning, equity creation, land development, and alliances, with a high attention to detail across a variety of product types- including office, industrial, retail, residential, healthcare and land.

## Education

### **Washington University in St. Louis**

- B.A.- Architecture/ Business Minor

## Certifications

- LEED Accredited Professional
- Certified Commercial Investment Member (CCIM)
- Licensed Real Estate Broker- Missouri

## Awards

St. Louis Business Journal- "30 Under 30"- (2006)

[http://stlouis.bizjournals.com/stlouis/stories/2006/07/17/focus15.html?jst=s\\_cn\\_hl](http://stlouis.bizjournals.com/stlouis/stories/2006/07/17/focus15.html?jst=s_cn_hl)

## Volunteer

Ladue Education Foundation Board

## Owners/ Tenants Represented

- Anheuser-Busch
- Multi Employer Property Trust (MEPT)
- Procter & Gamble
- Webster University
- Teach for America
- Charter Communications
- Lafarge Corporation
- Missouri Court of Appeals
- Express Scripts
- United Methodist Church
- Mercy Health
- Trammell Crow Company
- Missouri Development Finance Board

## Employment History

### **GRID REALTY, LLC- *Owner***

*2015- Current*

Founded GRID Realty to pursue development, consulting, brokerage, and ownership opportunities. Currently serving as Anheuser-Busch's broker, completing over 50 land sale transactions in excess of \$200M in revenue managing local brokers in multiple markets. Pursuing other sale and development opportunities on land owned in Virginia and Florida.

### **ANHEUSER-BUSCH/ INBEV- *Director Corporate Real Estate Development***

*March 2012- December 2014*

Responsible for AB/ InBev real estate holdings in U.S. and Canada. Developed and executed sales strategies for the remaining excess real estate at AB's/ Labatt breweries, Busch Entertainment (Busch Gardens/ Sea World) and Busch Properties, Inc.

- Utilized development background to navigate ownership through challenging real estate issues.
- Evaluated AB's extensive remaining land holdings to develop a targeted disposition strategy.
- Identified and resolved key entitlement issues to increase marketability and sales timeframes.
- Negotiated and led sales process with local brokers, developers, and government officials.
- Coordinated with tax, legal, and finance departments to reduce taxable gains through donation and sale of property through AB's charitable foundation.

### **CBRE/ TRAMMELL CROW COMPANY- *Senior Development Manager***

*2007- 2012*

Served as lead development manager for Trammell Crow Company's St. Louis/ Kansas City office, overseeing development of \$100M+ with pension fund equity from procurement, proposals, investment analysis, financing, tenant negotiation, design and construction. Acted as project lead with the following responsibilities:

- Sourced new business opportunities through research and community relationships.
- Performed site and comparative analysis for project feasibility and success.
- Obtained zoning approvals, coordinating with government officials.
- Coordinated local sales and marketing efforts.
- Led onsite construction management on owner's behalf.
- Developed proforma analysis and managed construction draws/ budgets for financing sources.

### **THE DESCO GROUP, INC.- *Senior Project Manager- Commercial Development***

*2002- 2007*

Development and onsite construction management responsibilities for the Old Post Office and Ninth Street Garage projects, representing \$80M+ of historic development experience in St. Louis' historical central business district.

### **DISCOVERY GROUP, LLC- *Associate- Development and Construction***

*1999- 2002*

Active in a broad range of mid to large-scale commercial real estate development assignments. Worked with Mercy Health on strategy/ location analysis for new urgent care centers.

## Notable Project Leadership Experience



### **ANHEUSER-BUSCH/ IN-BEV PORTFOLIO (2015)**

*U.S. and Canada*

Led sales and marketing to dispose of over \$200M in remaining excess land holdings in multiple major markets. This work involved coordination of local brokers and developers and internal stakeholders.



### **GATEWAY COMMERCE CENTER- 1,200 ACRE BUSINESS PARK (2013)**

*St. Louis, MO*

Worked with business partner to represent Trammell Crow Company/ MEPT at Gateway Commerce Center in all aspects of development, design and construction, as both an employee and independent contractor.



### **PROCTER & GAMBLE 2.1M SF Distribution Facility- \$104M (2013)**

*St. Louis, MO*

Managed the expansion of two separate 500,000 SF buildings owned by Trammell Crow to 2.1M SF total in order to accommodate P&G's new regional distribution requirements. Coordinated leasing, pricing, and ownership/ pension fund review and approval in a difficult economic environment. Helped coordinate the sale of the campus to JPM in 2013 as a profits interest partner, the largest private industrial sale in the country that year.



### **EXPRESS SCRIPTS HQ- PHASE II 180,000 SF T.I.- \$15M (2009)**

*St. Louis, MO*

Served as CBRE's construction project manager in Express Script's 180,000 sf Phase II headquarters tenant improvement build-out. This relationship provided valuable insight into ESI's operation.



### **OLD POST OFFICE- 250,000 SF Historic Redevelopment- \$50M (2007)**

*St. Louis, MO*

Served as development and construction manager for the Old Post Office redevelopment. Duties included coordination with national, state, and local officials, budgeting, architect and contractor management, historical compliance, leasing, and general management in a complex public/ private partnership. Developer's point of contact on site during the 18-month renovation, responsible for leading construction and design management teams on behalf of ownership group. Led team through a challenging construction environment. Successfully oversaw the completion of all base building tenant finish design and construction on time and on budget. Coordinated Tenant Finish for: Webster University, MO Court of Appeals, MO Secretary of State, MO Attny General, Pasta House Pronto, FOCUS St. Louis, Teach for America, St. Louis Public Library. This 250,000 square foot, \$50MM national historic landmark project won numerous local, state and national awards.



**NINTH STREET GARAGE- 1,050-Car Garage/ Retail- \$35M (2007)    *St. Louis, MO***

Served as project manager for the development and construction of a 1,050 car parking garage immediately adjacent to the Old Post Office. Development responsibilities included co-management of the abatement and demolition of the Century Building through legal opposition, architect and general contractor management, leasing, budgeting, and on-site owner's representation. This project involved extensive planning and coordination with the National Park Service and local community within a unique urban setting. The garage was turned over to the Missouri Development Finance Board at the end of 2007 and is fully leased.



**CHARTER COMMUNICATIONS HQ- 200,000 SF T.I.- \$10M (2001)    *St. Louis, MO***

Served as project manager for the relocation of Charter Communications' headquarters into a new 200,000 s.f. Class A facility. Performed due diligence items in accordance with the purchase and sale agreement, developed the project budget and worked with architects and planners to design and program the space. Obtained necessary permits, managed an aggressive 10-week interior construction phase, and lead weekly team meetings. Managed and submitted change order requests and pay applications in accordance with the contracts and project budget.



**LAFARGE REGIONAL HQ 20,000 SF New Const. \$3M (2001)    *Kansas City, MO***

Project associate for a new office building, pre-leased to Lafarge Corporation for its regional office operations. Represented Discovery Group, as owner/ developer, in all aspects of the development including site selection, zoning, financing, design collaboration, general contractor RFP's and negotiation, bidding and buyout analysis, project administration, and tenant coordination.

November 1, 2019

Mr. Glenn Muscosky  
Managing Director Moelis & Company  
[glenn.muscosky@moelis.com](mailto:glenn.muscosky@moelis.com)

Mr. Matthew Hughes  
Managing Director Moelis & Company  
[matthew.hughes@moelis.com](mailto:matthew.hughes@moelis.com)

Mr. Michael Garvin  
Deputy City Counselor City of St. Louis, MO  
[garvinm@stlouis-mo.gov](mailto:garvinm@stlouis-mo.gov)

Re: St. Louis Airport- Response to RFQ

Messrs Muscosky, Hughes, and Garvin:

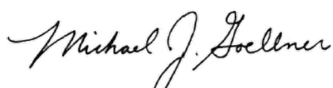
The purpose of this letter is to express my interest in and submit my qualifications for consideration for the real estate portion of the RFQ only.

I have enjoyed serving in a lead role on numerous, large real estate development and disposition projects in St. Louis and nationally over the last 20 years, including disposing of over \$300M in land holdings for Anheuser-Busch/ InBev, as the development manager for Trammell Crow Company including Gateway Commerce Center in the development and sale of a \$100M industrial complex for Procter & Gamble, and as the development manager for The DESCO Group for the redevelopment of the Old Post Office.

While at Trammell Crow I met with airport officials (given similar experience under a master development agreement with KCI airport) and understand some of the challenges with the real estate. Despite these challenges, the land surrounding the airport represents one of the best real estate opportunities in the St. Louis area for generations to come. Separating the real estate opportunities from the airport operations/ lease would allow the City and Airport to separately pursue/ benefit from these assets without risk to the airport operations, and would allow the Airport and City to objectively pursue its stated goals of incremental uses of the Airport's significant airport operations leases, net cash proceeds to the City (upfront and/or over time for non-Airport purposes), and community and economic development in the St. Louis region. Should the Airport and City ultimately decide to pursue the sale, lease and/or development of its real estate assets separately from the airport operations, I believe the Airport and City would be well served by someone with my experience overseeing and managing that effort, working in collaboration with the City, Airport and local economic development officials.

I understand this process is still in the early stages but wanted to propose this potential structure for the Airport Advisory Working Group's consideration. I would be happy to discuss further.

Sincerely,

A handwritten signature in black ink that reads "Michael J. Goellner". The signature is fluid and cursive, with the first name "Michael" and last name "Goellner" clearly legible.

Michael J. Goellner  
GRID Realty, LLC  
314-341-3936

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

Request for Qualifications

St. Louis Lambert International Airport Public-Private Partnership

November 1, 2019

1. Cover page (to include identification of all Team members)
2. Executive summary and strategic rationale (2 pages maximum)
3. Description of Respondent
  - a. Description of Respondent: Provide a description of the Team, including a description of all Team members and the anticipated legal relationship (governance and shareholder structure) among the Team members (e.g., partners, shareholders, client-consultants, etc.) as appropriate. Also provide a description of any upstream relationship to financially responsible entities.
  - b. Controlling Interest / Ultimate Ownership: Identify the individuals or companies who hold an ownership interest of ten percent (10%) or more in each Team member, including any foreign entities and sovereign nation participation.
4. Operational and Management Capability
  - a. Address the following areas with respect to operational and management capability:
    - i. Operations and Maintenance Expertise: Provide evidence demonstrating expertise in managing an airport of this nature. Specifically, the Teams should highlight their experience and qualifications in the following areas:
      1. Substantial experience of Team members in managing and improving other commercial airports.
      2. Substantial experience in managing facility maintenance/repair and procurement of related materials.
      3. Familiarity with FAA regulations and procedures, airport operations, construction and maintenance standards.
      4. Experience with facilitating airport passenger growth via route development and marketing.
    - ii. Capital improvement experience: Provide evidence demonstrating experience in delivering meaningful capital improvement programs on time and within budget, including descriptions of the nature and size of specific projects similar in nature to what will be undertaken at the Airport. Specifically, the Teams should highlight their

experience and qualifications with respect to delivering cost savings, if any, on originally budgeted total expense of these capital improvement programs.

iii. Customer Service: Demonstrate commitment to achieving the highest standards of customer service and satisfaction. Specifically, the Teams should highlight their experience and qualifications in the following areas:

1. Maintaining productive ongoing relationships with government entities, similar to the relationship that the winning Respondent will have with the City.
2. Providing excellent customer service to the traveling public.
3. Delivering safe and efficient operating conditions to airlines, particularly those at airports.
4. Maintaining active public relations functions targeted at travelers, taxpayers and airport tenants.

iv. Safety and Security: Demonstrate ability to address and resolve safety and security issues. Specifically, the Teams should highlight their experience and qualifications in the following areas:

1. Knowledge of airport safety and security management and methodologies, including TSA security plan approval process.
2. Experience in emergency response support.
3. Background in relevant traffic engineering standards, specifications, policies, practices, and processes.
4. Environmental management expertise.

5. Financial Capability: Address the following areas

a. Ability to Raise Equity and Debt Financing: Provide specific evidence demonstrating proven ability to raise financing for a project of this nature and scope. Responses should include the following descriptions:

- i. A summary description of how the Respondent intends to finance this transaction, including proposed structuring, sources of funds, lending relationships, etc.
- ii. A description and identification of equity ownership and arrangements, including upstream relationships to any financially responsible entities. Specific factors that will be assessed include:
  1. Adequacy and availability of liquid equity.
  2. Debt, capitalization, and credit worthiness.
  3. Demands from other projects / investments.

4. Track record of raising equity and debt for infrastructure projects of this size, including but not limited to, the number and size of past relevant transactions and references to specific experiences on past transactions.

5. Size of project sponsor equity requirement in relation to past financings.

6. Contacts and Advisors

a. Contact person: Provide a single contact person for all future communication between the City, its Lead Financial Advisors, and the Team. Please identify the contact person's name, title, organization, address, telephone number, mobile number, fax number, and email address.

b. Expected advisors: Identify the companies and individuals who are expected to act as legal, financial, technical, or other advisors for the Team.

7. Disclosure of Conflicts: Each Team member and advisors must disclose any associations, current or prior dealings, relationships, and / or existing contracts with:

a. The City, its employees and elected representatives.

b. Any airlines operating at the Airport, current lessees or individuals doing business with the Airport, and suppliers of goods or services to the Airport, as it relates to this transaction. Each Team member and their advisors will disclose their potential conflicts and for certification of the Conflict of Interest Document. Please see Appendix A for the full document, to be signed and submitted with the RFQ.

8. Comparable Projects: To the extent not otherwise part of previous sections, please provide a list and detailed description of similar or comparable projects in which Team members have participated. Respondents should specify how these comparable projects relate to the proposed Agreement. This list can be included as an appendix if so desired.

9. Acknowledgments, Confirmation, and Attestation

a. Acknowledgment of the City's priorities:

i. Improvement of the Airport for all stakeholders, including incremental uses of the Airport's significant excess capacity.

ii. Net cash proceeds to the City, upfront and/or over time for non-Airport purposes.

iii. Community and economic development in St. Louis and across the region.

b. Acknowledgment of Additional Requirements:

i. The City emphasizes and City law stipulates minority business enterprise (MBE) and women's business enterprise (WBE) requirements with respect to the City's third party contracting. Further details on MBE/WBE requirements will be provided during the RFP stage.

ii. The Lease will set out a comprehensive framework for the future employment of all current Airport employees and requirements to ensure continued compliance with



collective bargaining agreements. The private operator will be required to offer employment to all current Airport employees at a compensation level that is at least equal to their current compensation level, plus an annual increase of at least 1.5% above their current annual salary during the first five years following the transaction closing. The private operator will be expected to develop and implement fair employment practices, and as a condition of employment, employees will be expected to perform their duties with adequate competence, attendance, and service to the public.

c. Confirmations and Attestations:

- i. Please confirm that the Team does not and will not have an exclusive relationship with a lender related to this transaction.
- ii. Attestation to the Certification of Conflict of Interest document to be required on restrictions of team members who have worked for the restricted group. Please see Appendix A for the full document, to be signed and submitted with the RFQ.

10. Case number, history and summary description, to include jurisdiction, involved parties and resolution or current status, of any:

- i. Criminal claims; or
- ii. Any civil claims or litigation in excess of \$10,000,000; or
- iii. Any civil claims or litigation having a material impact on the operations of any member of the Team; or
- iv. Contracts under which a Disclosing Party was obligated to provide goods or services, having a total contract or project value in excess of \$10,000,000, and which, in the last 15 years, were terminated by the counter-party for cause against the Disclosing Party or for convenience. Provide the contract and project name (or other reference information), the parties involved, a history and summary description of the contract and the goods or services to be provided and of the circumstances of termination; or
- v. Circumstances in the last 15 years in which a Disclosing Party, or a team in which the Disclosing Party was a participant, failed to close on a contract awarded to it, where such failure was not excused or where a bid, proposal, or closing security was surrendered or drawn upon because of such failure. Provide the project name (or other reference information), the parties involved, and a history and summary description of the project, the goods or services to be provided by the Disclosing Party, and of the circumstances of failure to close.

APPENDIX A

As part of responding to a Request for Qualifications ("RFQ") and a Request for Proposal ("RFP") for a Transaction, each Respondent must certify in writing that the Respondent:

1) Has not retained after October 2, 2019, nor will it retain at any time during which this prohibition is effective, any City Advisor in connection with a possible Transaction.

2) Has not hired or retained after October 2, 2019, nor will it hire or retain at any time during which this prohibition is effective, in connection with a possible Transaction:

i. Any of the individuals who have been employed or retained by or through any of the City Advisors; ii. Any member, shareholder, or partner in any of the City Advisors; or iii. Any principal representative of an Organization;

Where such individual was doing such work on or after June 13, 2018, unless:

a. Such hiring or retention is disclosed to the City; and b. The individual that is hired or retained is isolated from the Respondent's activities by an appropriate screen (i.e., the individual does not work on the Respondent's activities in connection with, or have access to information concerning, any Transaction).

All of these prohibitions terminate at the earliest of (1) a Respondent not being selected to proceed to the RFP stage; (2) a Respondent not submitting a response to the RFP and terminating its pursuit of a Transaction; (3) the City rejecting Respondent's RFP response or terminating negotiations with a Respondent; (4) a termination by the City of the pursuit of a Transaction; or (5) the closing of a Transaction.

For purposes of this policy:

1) "Transaction" means a Transaction as defined pursuant to Section 1.a.ii. of the Consultant Agreement dated June 13, 2018, between the City of St. Louis, Moelis & Company, LLC, McKenna & Associates, LLC, and Grow Missouri, Inc.

2) "Respondent" means any (i) joint venture or entity responding to an RFQ or RFP, (ii) joint venturer, partner, or member of a joint venture or entity described in clause (i), or (iii) advisor, consultant, agent, or representative retained by a joint venture or entity described in clause (i) to perform material or professional work in connection with a possible Transaction.

3) "City Advisor" means any entity and the principal representatives of each entity that have advised the City on a Transaction. The initial list of City Advisors and principal representatives is provided in Section VI of the RFQ.

4) "Organization" means any entity which has directly or indirectly provided material professional services to the City or a City Advisor in connection with a possible Transaction in the fields of law, accounting, taxation, engineering, architecture, finance, environmental services, or management.

Respondents (and potential Respondents) are encouraged to seek written guidance from the City Counselor's Office as to whether specific circumstances could present conflicts of interest, including before submitting any response to an RFQ or RFP. The City, acting through the City Counselor's Office in consultation with and with the approval of the Working Group, reserves the right to make determinations on a case-by-case basis. Any Respondent who fails to certify or violates the terms of any certification, shall be subject to adverse consequences, including but not limited to a determination that such Respondent's response to a RFQ and/or RFP is nonresponsive or a rejection of such Respondent's

responses to a RFQ and/or a RFP. The City places a high priority on the integrity of any bidding process and avoiding the occurrence or appearance of conflicts of interest. The City expects any Respondent to be compliant with any and all laws pertaining to conflicts of interest particularly as they may relate to current or former officials or employees; this includes but is not limited to Section 105.454 RS Mo. which prohibits acts by certain elected and appointed public officials and employees and particularly paragraph 6 of section 1 of said section which states a prohibition to "Perform any service for any consideration for any person, firm or corporation after termination of his or her office of employment in relation to any case, decision, proceeding or application with respect to which he or she was directly concerned or in which he or she personally participated during the period of his or her service or employment."

#### ATTESTATION

On behalf of GRID Realty, LLC, I hereby certify and attest that  
Michael J. Goellner has reviewed this Conflict of Interest Policy – Respondent's Side,  
understands all the terms contained herein and agrees to comply with the terms and conditions herein.

By: Michael J. Goellner Date: 11/1/2019

Name: Michael J. Goellner

Position: Managing Member