MINUTES OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, DECEMBER 14, 2021, 1:30 PM
Virtual Meeting. Public may join via Zoom.

A. ZOOM MEETING INFORMATION.

1. This item contains documents which provide call in information and instructions for the Zoom meeting.

B. ROLL CALL.

1. Members: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; Ald. Barbara Dorff, Deby Dehn, Kathy Hinkfuss, Melanie Parma, and Brighid Riordan.
Liaisons: Jeff Mirkes, Leah Weycker, and Brooke Hafs.

Members Present: Barbara Dorff, Melanie Parma, Gary J. Delveaux, Kathy Hinkfuss, Matt Schueller, and Brighid Riordan, Excused: Deby Dehn
Liaisons Present: Jeff Mirkes, Leah Weycker, and Brooke Hafs
Others Present: Ald. Brian Johnson and Mayor Eric Genrich

C. APPROVAL OF THE AGENDA.

1. Approval of the agenda for the December 14, 2021, meeting of the Redevelopment Authority.

Moved by Ald. Barbara Dorff, seconded by Melanie Parma to approve the agenda. Motion Passed. Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Brighid Riordan, No- None, Abstain- None.

D. APPROVAL OF MINUTES.

1. Approval of the minutes from the November 9, 2021 and November 18, 2021, meetings of the Redevelopment Authority.

Moved by Matt Schueller, seconded by Kathy Hinkfuss to approve the minutes. Motion Passed.
Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Brighid Riordan, No- None, Abstain- None.

E. REGULAR BUSINESS.

1. Consideration with possible action on a revised development agreement for tax increment finance assistance for a redevelopment project located at 419 Donald Driver Way (Parcel 5-1772) also known as the Fort at the Rail Yard.

Moved by Ald. Barbara Dorff, seconded by Brighid Riordan to open the floor. Motion Passed.
Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Brighid Riordan, No- None, Abstain- None.

Moved by Kathy Hinkfuss, seconded by Ald. Barbara Dorff to close the floor. Motion Passed.
Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Brighid Riordan, No- None, Abstain- None.

Moved by Ald. Barbara Dorff, seconded by Matt Schueller to approve the development agreement as presented, with the condition that the three-year extension of the TIF is approved by the Joint Review Board, and subject to final review by the City Attorney, and to forward to the City Council for their consideration. Motion Passed.
Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- Brighid Riordan, Abstain- None.

2. Consideration with possible action to approve a 30-day extension of planning option with Maker Solutions for a four-plex townhouse development at 115 S. Van Buren Street.

Moved by Ald. Barbara Dorff, seconded by Kathy Hinkfuss to approve a 30-day extension to Maker Solutions for new house development at 115 S. Van Buren Street. Motion Passed.
Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Brighid Riordan, No- None, Abstain- None.

3. Consideration with possible action on a Memorandum of Understanding (MOU) between the RDA, the City and On Broadway regarding management of Leicht Park facilities, coordination of events at Leicht Park, and investment in public improvements at Leicht Park and on North Broadway using TID 5 funds.

Moved by Ald. Barbara Dorff, seconded by Melanie Parma to open the floor. Motion Passed.
Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Brighid Riordan, No- None, Abstain- None.

Moved by Melanie Parma, seconded by Matt Schueller to close the floor. Motion Passed.
Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Brighid Riordan, No- None, Abstain- None.

Moved by Melanie Parma, seconded by Matt Schueller to direct staff to prepare a Memorandum of Understanding (MOU) with On Broadway to commit TID 5 funds to eligible approved projects in the TID 5 project plan prior to the end of the expenditure period, subject to the review of the MOU by

the City Attorney prior to sending it to the City Council for consideration. Motion Passed.
Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- Brighid Riordan.

F. INFORMATIONAL.

1. Update on Housing Study.

Cheryl Renier-Wigg presented the update.

2. Financial report and check register.

3. Director's report and project updates.

Neil Stechschulte presented the update.

a. Additional information on the Stantec change order in the amount of $285,000 for Phase I design services.

b. Additional information on the award of "Architectural & Engineering Services for Leicht Memorial Park Master Planning, Shelter & Stage" to ISG for $149,100.

4. Next Regular Meeting: January 11, 2022 at 1:30 PM

G. ADJOURNMENT.

Moved by Ald. Barbara Dorff, seconded by Kathy Hinkfuss to adjourn. Motion Passed.
Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Brighid Riordan, No- None, Abstain- None.

VERBATIM MINUTES

- Take a roll.

- We're ready, sir. Would you like a roll call?

- Yeah, please.

- Delveaux.

- Here.

- Schueller.

- Here.

- Dorff.

- Here.

- Dehn. I think Deby is excused on vacation, I believe.

- Great.

- Hinkfuss.

- Here.

- Parma.

- Here.

- Renier-Wigg.

- Here.

- All right. We have six members, sir.

- Excellent. Motion to approve the agenda, please.

- Move to approve.

- All to Dorff

- Parma.

- And Melanie, all in favor say I.

- [Participants] I.

- Agenda approved. And the minutes from our November 9 and November 18 meetings, which I looked at I had no trouble with them or anybody else did. So motion to approve those. Matt and Melanie.

- Alder Dorff, I think.

- Alder Dorff-

- No.

- I think.

- I was more-

- All right. It was Kathy. Matt

- She was singing jingle bells.

- Turn.

- We have the motion second to approve the minutes of November 9 and November 18 all in favor, signify by saying I.

- [Participants] I.

- I approves. Motion carried. Thank you. Rigor business. Consideration possible action that we revise. The development agreement for tax incremental, finance assistance. We're really developing project look here at 419. That one will drive away parcel 5-1772 also known as the Ford at the Rail Yard. For a lot of reading there, Neil. I went over to a lot of reading, but I'm sure you're gonna walk us through it. Highlight the changes.

- Sir, that's absolutely correct. So we'll just come up recap here. We presented basically general terms and conditions at our previous meeting, kind of tried to obviously bring forward a draft agreement that reflected the majority of those discussions. Just to kind of recap a little bit. This is a partly done. The main summary of changes is the number of units and the type of incomes being used for these particular units is the primary change being considered.

- Great.

- It's gone from 225 market rate units to 233 units over the 80% being workforce housing at the 60% AMI and 20% of market rates. So give you some . Project has been awarded WEDA tax credits. So that's kind of why it's locked in kind of that unit mix in terms of their existing financing on the project. Uses the first floor of it changed from 7,000 square feet of commercial retail office space to a mix of office and common space amenities. That one that did go before the Planning Commission last night and was recommended for approval. So that did go through that. So that is scheduled to go to that aspect for the PUD Zoning change is scheduled to go to council on the 21st. We saw kind of recap some of the specific areas where we were looking to add language to the original development agreement as an amendment. We wanted to see if they would consider adjusting the unit mix. The response was essentially because of I think primarily due to the financing mechanism in place. That really was not an option. Talk about amending the PD zoning being considered that as moving forward as I just mentioned. Trying to identify the payments schedule if there's anything that could be done to the payment schedule in terms of accelerating the city's repayment back of the $2.1 million project grant, that's already been invested in this project. Again, staff felt that after discussions with both DDL Holdings and the developer that trying to reallocate that essentially to accelerate that payment would cause undue stress on both the developer financing and on DDL Holdings. So at this point, there is no change in that. We're looking to finalize actually exhibit D for the agreement that the version that was sent out that with Diana in finance and exactly what that schedule would look like prior to sending that to council, but probably looking to kind of keep that as flexible as possible to allow for investment in the project as early on as possible as we can. Updated list of schedule a public improvements discussion with both DDL holdings. And they're kind of looking at expanding that a little bit to not only the public improvements, but some of the private amenities that are actually going to be installed in the Rail Yard project in general. Certainly that includes aspects of some of what still remains to be invested in here on the Ford project specifically what infrastructure and things need to go in there, but also some of the other amenities bike racks, signage, gateway, entrances, and features, and other things that I know that DDL holdings is planning for the area. So just kind of update the list. So we all have an understanding of what still remains to be installed and on what schedule we can possibly expect that to happen. We also have the one probably the most notable change. I think that folks RDA members and I will walk through this and show these specific locations in the agreement document as we go through where we're at. Adding some very clear language with property management and expectations. This is not only something that's probably going to be and started to included with this project with TWG, but actually if done properly, we think should be a standard set of language for any residential project market rate or otherwise going forward that receives any public assistance from the city. So I'll highlight those specifically as we go forward. And then the other item, I think that we had, I guess, as part of that actually having them attach their standard lease document as an attachment to this agreement. So both the RDA and council and staff actually know exactly what provisions are being required through their lease agreement with any renters that they have. The final one was kind of very clear RDA approval when the actual interior finishes, I think there was some discussion over some concerns over making sure if those are finishes were going to be cut too much on price that could affect the overall project and the quality of the project. So making sure that the RDA has an overall look on that and approval of those types of things. With that I guess I'd like to share my screen, Mr. Chair and actually go through those specifically language. We have had a meeting with specifically with TWG and DDL properties here just on Monday. Just yesterday we had some discussions on kind of where we're at. So we'd like to kind of show where we're at on this. So we're expecting still some formal comments from both TWG and possibly from DDL properties in terms of reviewing this document. But we have had a conversation and walked through the changes that I'll show you here shortly. So I will share my screen here.

- Can I ask question, Mr. Chair?

- Yeah, please.

- Okay. Yeah I know that we will be opening the floor. I know there are some people here or want to speak on this and I'm thinking it's most appropriate to open the floor after you've explained things, but I'm open whatever way our director contextual that you would like it to be.

- Certainly I would say it's the RDAs or your option to do that. So this will not certainly take long to highlight these specific sections.

- Okay.

- So if it's okay, I would certainly, I guess it's up to me I'll go through these and provide that information and then certainly be happy to address any questions when and hopefully you have some comments on some of the things in here as well.

- Okay. Thank you.

- Okay. So I apologize for the scrolling on the screen. It's never fun to do, but I figured rather than try to put these into slides. It was easier to just go straight off of the document. This is the change to these the project description that was previously described. So this was the information that was previously shared in the slide presentation at the last meeting, as it's just simply been formally introduced to the project description here. So you'll see the 233 units up from the 225, which was here. So here's the actual breakdown of the units as they are being proposed. So 121 one bedroom units at 60%, 31 bedroom units at market rates, 66 units of two bedroom units at or below 60%, and then 16 a two bedroom market rate units. Then the first floor connection has been changed to what the description of these are the uses on that first floor. So I just wanted to make sure that we actually dropped that in that description was again fro the previous slide, but it's actually been dropped into the agreement of what is actually being proposed right now. And I am feeling this is the section that had most of the comments and questions may be coming from both members as well as possibly the public. Any questions on that at this point? Is just in place in terms of the description of the project as proposed.

- What is 60% of the area, median income? What is that number?

- If I had Deby here top of her head, I wanna to say that was around... And we'll actually have let's say and I think it's Cheryl is on the boat. Cheryl, can you please confirm that number for me?

- Yeah.

- I don't wanna just guess and make sure that I'm not using the wrong number.

- It's based on household size. So 60% of area meeting income for one person household is 33,900 a year. Two people it's 38,760, three people, 43,620 and four people, 48,420 a year.

- You discounted it, right?

- That's the 60% of money-

- Thank you.

- That you're looking at for that.

- And just another question is they can have a mix of... It's not all 60%, right? Is it between 30 and 80%? Am I is that what this to average out to 60?

- Well, that's all I have to go to for I know they know that essentially anything below that is certainly possible, but in terms of the actual economics of that have a tendency to prevent that from happening because the subsidy of the rent is established. I believe the applicant can actually explain that a little bit more or we open the window. What touch of time we open the floor on that specifically.

- That's my understanding about Broadway loss works. They can have 30% up to 80% and the average has to be at 60. That's what I thought or that's what I've heard.

- Okay. And what do you certainly would ask the applicant to confirm that. I think they would be most appropriate to respond to that.

- Yes.

- Perfect. Okay. Kind of going through, this was again, all the... Anything that changed was language that was in there previously. This was language that was added at the recommendation of our city attorney simply stating that this new agreement is essentially taking care is basically replacing the former agreement. So making very clear that this is not just an amendment of an old agreement. This is where it using a document. This document is replacing the old document. So we make sure we're just again for just logistic purposes that we're all using this document as our guiding one not trying to refer back to a previous agreement that was done. So again, just make sure that this one fully replaces that previous agreement. So here where, let me go down for quite a bit of changes here. We are looking at... So again, some of the dates have been changed obviously from 2020 dates have been updated to usually February or March, 2020 dates in terms of when submittals need to go in. Those have been again preliminary presented to the developer without any changes at this point. This was a language again, related specifically to that last item I mentioned in the staff report, in terms of the RDA being able to approve interior finishes. I'm actually at the suggestion of the developer, they said the best way to be able to do that would actually be show tours of some of the units including Broadway Lofts specifically and some of the finishes that they intend to use on the entire of the blocks. We could actually see the countertops, so we can see the duplicate cabinets, those types of things. So we started with happily included that and that language in here as a way to help review those interior finishes. So again, updating the dates to March 22. Okay, this language here this is new. One thing we wanna make sure is that the RDA had approval that there can't be any change in the unit counts as presented without RDA approval during the life of the TIF district. So in terms of what we've got here, the way to make sure that there can't be an additional change to what's going on here without the RDA having a say into whether or not that there's be permissible or not. Again, to make sure people have to certainly have some control over what happens going forward in terms of the unit mix that once it is or whatever ends up being approved, the RDA has say over exactly that mix should be and what can change to in the future if at all if they decide not to. In addition, we kind of made this following statement here at the bottom, that kind of goes into two pages here. I'll list for you this, as the RDA continues to consider additional residential development and the appropriate mix of unit types and rents within a half mile of this project. Accordingly the unit mix for this project is deemed to be bound and obligated and set forth in this agreement shall be relied upon by the RDA as such when evaluating the appropriate mix of residential units in future projects. So what we're trying to say here is as well, this agreement is specifically with TWG and the city. As we consider any other residential projects in the area, we're basically trying to make a statement that the RDA wants to if we're paying attention to the unit mix in this area, we'll probably want to meet in and it wants to maintain a certain balance of those mix. We want to make sure that this is brought into consideration. So we want to see more market rate units here to ensure a proper mix in the overall area. That RDA is essentially making that statement saying that is what their intention is too. So at any future residential projects where if this one is changing from a market rate to a more affordable mix, we're gonna want RDA is most likely based on my understanding of previous conversations. We'd like to see any future projects being more significantly be on the higher end of market rate units versus otherwise to maintain a balance in this area. So it's a little slow. And again, because we can't guarantee that that's a little difficult, but we did want to make sure we were on record and give the chance to the RDA and a chance to say, for future reference we can say, "Okay." If we're basically giving on the change for this particular project that we are going to make sure and try to make up for that in other peer going forward. That doesn't guarantee it or require it or mandate it, but it certainly kind of states the intention of that RDA wants to have a say in what that future mix of other units in this area really are. This is language that was added to the approval of the revised plan unit development. And again, that was put through plan commission last night, it's still proceeding and will be going forward on the 21st at this point. Similar approval of equity and financing and other things we've said, I could change those dates all to March 1/2022. Construction is scheduled. We've put a date in of July 1/2022. We need to confirm that with the developer, but we feel that that's probably most likely all right. This is the end. This is the language. We talked about the list of public improvements made and we kind of listed the public and private improvements. We've adjusted that actually, since our meeting with the developer and with DDL properties. Basically saying the requirement that that list be updated and it gets to be installed for the entire Rail Yard project, not just the Ford. We want to see in terms of what sidewalks still need to go in. What if there's trees that still need to go in? What are the order of schedule that we anticipate those things going in? Really, we feel it's important to put this in here as do we know that there have been some delays in some of the things getting done. In addition to the developers, actually DDL properties has actually installed some things they have not been reimbursed for yet because they have gone through their project grant. So it's just kind of an effort to make sure that all parties involved here have a clear understanding of what's actually been installed? what needs to still be paid for? And then actually, what is the schedule going forward? When can we have an expectation expectations to see those things continue? That the expectation is that those things do continue, that they don't get held off forever. That efforts need to be made to keep those amenities. And three really great area stay on schedule and don't get delayed unnecessarily and make sure that there's there still an expectation that those installed and those improvements still get made. So that's the point of having that language in there and including that and requiring that list to be updated basically with DDL and with TWG, both of them by March 1st and then working with our public works department, essentially to kind of verify some costs and schedules and so forth. Here's the language we mentioned related to some things pretty straight forward, certainly agreeing to fairly consistently thoroughly implement tenant screening procedures within a state and federal law permits them to do so, and then actually attaching their standard lease as part of that. So there's again, just for transparency purposes, so we know exactly what that process is. Developer agreeing to address any tenant issues in accordance with executed leases for lease procedures consistent again, with state and federal law and any requirements of ethical bill financing entities. In this case, WEDA especially since the tax credits are being done. So there are certainly performance measures they have to make sure that they're maintaining. Meetable ordinances and codes and correcting any violations or paying any fines related to such. If those happen that also has ties to what we'll also have other language in the payment a little bit later on that if there are active violations out there that are being addressed probably on this project as well as any other project that the developer, or that has an ownership stake or management stake in that we have the ability to withhold that PAYGO payment until such issues are remedied. So again, having some little hop down to the next one here, granting access to common areas of the project for instance, to the city again, and coordinating any access for individually rented units, lease holder as well. Again, covered by statutes and any other requirements of those same. Funding entities I briefly mentioned. Then the last one was on one we've had some discussion on already with DDL holdings and TWG, making sure we actually have some sort of ongoing forum or maintenance to make sure that there's a meeting essentially to address any issues that could come up related to the property. Essentially, we're saying that last meeting can be called by DDL holdings on Broadway incorporated as the bid for the area, if there's any issues there or the city of Green Bay particularly my department, if there are any concerns basically within the area within a half mile around the project. So essentially this in any violations of codes to make sure this has been pretty much meant to hopefully be facilitate some communication on the project if there's any issues, hopefully this is a five minute meeting every quarter that there isn't anything specific to be addressed, but if there are we can make sure that those things are being identified and that they're being addressed in a timely fashion. Again, this ties back into the other ones in terms of relating to any issuance of PAYGO payments or other making sure that they are basically in compliance with any codes or any other issues that may be arising from this project as we go. So that's our primary addition for a project management language at this point. Let me see if we have conditions. Looking for any other highlights here that look in area offset. Here you go into this as I mentioned offset and recruitment including withholding of PAYGO payments for any sort of defaults that we're waiting to be remedied by the developer that are identified in the screen. And I believe that was the kind of the last item we have identified. And I think the rest of it is the attachments at this point.

- He probably opened up and I should've known this Neil, but obviously Vanessa is no longer a lingual consult for us. who is doing that job?

- That's correct. That is Joan Bunger. And Joan just is on here on screen. She's our Interim City Attorney and she's been the one we've been working with on this. She's been super responsive despite my late night emails. I miraculously have comments back in the morning, which I am most appreciative of. So Joan has been our contact and will be for the foreseeable future I think so.

- Okay. Joan you're online, right?

- Yes. I'm here.

- Oh, yes. I can join. Any comments in regard to the contract? Obviously you did a lot of work.

- Yes. I think Neil, at least all the major points effectively the major changes had to do with the format terminating the prior agreement and establishing that this was gonna be the new agreement with the new terms and requirements, new project for our description. I think that was the major change of the DA. And then just ensuring that the other agreement is being terminated by mutual agreement of the parties in signing this agreement moving forward.

- Well, welcome aboard and hope you're having fun.

- Yes. Always an adventure.

- Without a doubt. All right, thank you.

- Yes. Absolutely.

- Any comments, by the group before we open up the meeting for other comments?

- I'd like to really hear from the public first before we talk. I think that's more appropriate because then we can frame our questions around that up to the RDA though.

- No, no.

- I guess I have a question history If I could do that first.

- Kathy okay.

- And this is because I haven't been on RDA that long, but so there's a reader and then what assistance does the developer give from the city? I guess I don't remember that was probably before my .

- Yep. This is... I'll try to keep it in is actually a more of a little more complicated TIF assessments items that we do have rigid in terms of our agreements. This was written kind of before a lot of us were on board.

- Okay.

- Actually it was a little more complicated because it's a three-party agreement, which is in itself a little unusual, there's TWG as the developer in this case, DDL holdings as kind of the master developer of the Rail Yard itself. So those are the two signatories on this agreement. So basically the way the TIF system is identified on here is that there will be a debt schedule that is attached as exhibit D that says that the city has invested. I want to say it's up to four or $5 million actually in the Rail Yard as a whole and as part of the original Master Development Agreement, I guess, with DDL holdings they allocate. Part of that is about $2.1 million that was allocated I think directly towards this particular project development of this one. So part of that overall project grant has been kind of divided up and this one is allocated with the Ford Project. So we have essentially a $2.1 million upfront grant that we're treating the city has invested in this particular project. So the way the TIF assistance will work going forward is that there will be a schedule established in terms of saying this much increment every year will go towards paying back that $2.1 million. And after that there is essentially a scheduled division of the increment the remaining it from beyond that between TWG and DDL properties going forward. So they will essentially divide up the rest of the increment that's allocated to them beyond. Once that agreed upon payment back to the original project grant happens. So that's a very simplified version of-

- Not, that's great. That's by far I appreciate it.

- Sure.

- Okay. Kind of related question. So it's going to be $21 million validation guaranteed.

- Correct, sir.

- And I'm not sure you can answer this, but roughly how much tax base is that? I know not the tax base tax generation is that.

- I think $21 million. It's I know Diana if we have that number handy, but I want to say that we know that the increment is that for each year the project doesn't go back. We think it's about a half a million dollars that essentially that doesn't get added to the TIF district.

- Okay.

- So I think that's probably a pretty fair estimate of what that tax contribution would be.

- Okay.

- Yes, sir. That is correct.

- Thank you. All right.

- But that would be less cause then you have to take the base off of it before you do the calculation.

- Yeah. You're right. That assumes the full $21 million new value. Yes, correct. So Diana as I was saying, net the base value would be a little less than that.

- Correct.

- Okay. Any other general questions before we open up the meeting?

- This requires an extension of the 10 for three years. That was one thing I didn't hear you talk about now.

- We have not included that in here at this point. Kathy it's a great question. That's actually has something that has come up previously. I think the Joint Review Board, and I think the RDA has discussed in terms of feeling that if we didn't wanna commit to that without knowing if it was going to be necessary or not. I think it was certainly the developer's preference would be to incorporate that right now. Would be to add those three years on to that to ensure that would be present. At this point we have not included that extension in, but we always have the ability to add that at a later time if that case can be made. But if we think that there's certainly value to adding it right now, staff certainly doesn't have an immediate concern with adding those three years at this time, but it has not been included at the current time.

- What is it? What does this have to expire currently or ender? I'm not sure the right term.

- I want to say it's 14 years. I think there's someplace in the agreement there.

- Yes, I think from... Cause it's actually in here, it says pursuant to provisions second... I'm not gonna read the numbers. The city has included property within tax increment 14, which we're part of the financing for certain costs of the project, the developer requests that the RDA and city has a Joint Review Board to extend the termination date of TIF three years from 2033 to 2036 in order to provide specific sufficient funding to cover project costs.

- And it's deal that's on page five of your document.

- That's in the contract.

- Let's see. Okay. That's the former with page five. There we go. See, you're texting with him. Yeah. The developer requests that. And I guess it has not been that at least at this point at that section it's not. Doesn't certainly being requested, but yes. So it's still part of the developer's request. I'm looking at Michael and truly, they're still asking for that right now.

- Is that part of what we're approving today then? Or does somebody else approve that? No, we don't approve that.

- That would be the RDAs choice corporate that we could make very clearly state that we would like to make that request to try and move that forward. I think we may have to take that forward to

Joint Review Board possibly at that point for initial consideration. So there's not just a one-step here at this point, so it would be RDA, Council and then also Joint Review Board to make that happen. So again, that's why that even if it's in this agreement that we can make the request, but it does not get approved until the Joint Review Board would actually bless that.

- Well, what if we decide we don't want to, it feels like it's already written in the contract. If we approved the contract today, I feel like that's a bit of the problem here.

- Yeah, we can add language that clearly states that it is not enacted without further counsel and Joint Review Board authorization.

- Will that makes sense to do that I think?

- Yes.

- Because it also says it that they needed to provide sufficient funding to cover the cost. And I found it in two areas.

- Yeah. Again, and I think that is certainly been presented. I think at least Elsa was despite understandings as it was discussed previously that they didn't feel that it was necessary to do it at this point to one of the waiting, see how the project went to see if additional increment would be generated enough to cover that and not require that going forward. That was certainly more likely to be the case, so I think on our market rate project. So again, that language is existing language. We can certainly address that and clearly, either included or excluded at the discretion of the RDA.

- I would think that we would want to exclude it if we're not going to vote on it. And I would be curious where the developer's at with that if they're saying they requiring that three years.

- I think that-

- Comment as well.

- Yeah. I just want you to let you know, we did take it through the Joint Review Board and there they help that in 2020. So we made that attempt to take it through at that point, they were not willing to extend something that was to end in 2033.

- Right. So then we should just remove it saying that the TID goes through 2033 period. Unless someone comes back, but language in here.

- Right.

- And in a signed contract. They would like it, but you don't get it. There's a lot of things in contracts that you'd like to put in, but you're not able to.

- Okay.

- So that would be mine, but go ahead now and we can open the floor.

- Yeah. And keep that thought though.

- I'm still keeping it.

- Okay. Because later on when we get into motions, we can add your thought or whatever.

- Yeah.

- So keep that thought. Okay. Anything else before we open the meeting? Motion to open up the meeting please.

- Second.

- All the doors.

- Second Brighid.

- Second by Brighid. All in favor say I.

- [Participants] I.

- The motion for the meeting is open. How do we want to handle this Neil? As far as the comments. What's the order?

- I guess I do have a couple of notes, I guess I would say that we've received in an email out I said a comment. From everyone just wanted to make sure that would have been passed on. Ms. Bunger is on the call. But I think her instructions on these previously was if I could just pass her comments on. So I could just do that real quick here. Let's see here. Just read this very quickly. RDA members living in a small town. And again, Karen I guess we can ask Karen for her official address here. It would be done here, I can get that for the record. So I'll make sure that her name and address is reflected in the minutes. RDA members living in a small owner-occupied condo building the past two years, five years prior to the city back apartment rental, my husband and I bought into the Rail Yard innovation districts goal of ownership Downtown. We were eager to be trailblazers and the west side's Broadway District. I saw the Wednesday market draw hundreds of cars who at the end of the evening, drive back to the residences in outlying neighborhoods. RDAs decision to approve or deny the Ford Project at the Rail Yard is a decision that will have lasting effect for over 30 years. There is no opportunity to reevaluate 294 subsidized units. Those are already precedent within the Rail Yard plus the additional units being proposed versus the 46 mile Arc all are filled with market rate tenants. The two condo owner occupied units are the only home ownership properties in the Rail Yard. The RDA saying shouldn't market study of October, 2020 notes strategies to be competitive with its online communities, driving around a Strabane on an LOA. The uptake of new market rate housing is very evident. Studies toolbox of targeted strategies. Number one, implementation is to build healthy neighborhoods. Two condo owner occupied units versus 400 rentals is not very balanced in buried housing. I understand there is financing an issue and it's partially completed corner a lot to consider I'm willing to tolerate the empty lot and give up the economy time to correct improve. Please argue to be visionary and don't allow a 30 year long building, right time mentality to pressure a yes vote. Thank you for allowing a Ford Howard neighborhood homeowners voice to be heard. So that was her official. And this was in addition to the comment that was emailed free on the online form that was shared via email.

- Okay.

- So with that, I guess I would just ask, certainly you have the ability to hear from the developer first, I guess maybe it be the most appropriate and then certainly open it up for other questions after their comments.

- I would agree.

- Mr. Michael Taft, Mr. Chair is here from TWG and is available at your request.

- Michael.

- Great. Thank you. My name is Michael Taft. I'm representing TWG. The address is 1301 East Washington Street, Indianapolis, Indiana. Thanks for being on the call this afternoon. We appreciate the opportunity to bring forward essentially the terms that we talked about in the last third meeting as reflected in this contract. I do wanna just run through a few of the miscellaneous questions that came up just first of all. I did want to mention and these units are 60% AMI and Broadway loss is 40 to 80% AMI with an average of 60% AMI. This is not the same setup as that. This will be 60% AMI at the market rate units. And so there will not be 40% households in this property. This will all be rents or income levels between mid thirties up to about that $48,000. So these are residents of the neighborhood that as I mentioned, last meeting, I believe the median income of the census tract is I think 36,000, 38,000. So it's right in the same range of the actual incomes of those living in these units. They just get the incredible benefit of living in a brand new apartment with lots of amenities that they're not used to and will hopefully encourage them to invest in Green Bay and work hard and eventually buy a home in the neighborhood or a condo in the Rail Yard. And I think that to date, we do appreciate the comments about the demand for market rate. We did try for over a year to talk to investors all over the country and really sell Green Bay. We flew people into Green Bay, toured them around Broadway, really told the story. That is an incredible story. And the determination was that the market rate for this property, the opportunity zone incentive was just not enough to get over the hurdle that essentially areas like ASchwab and on that are receiving investment are more attractive investments right now because of the market returns. And there needs to be subsidy in place for Downtown Green Bay to remain competitive. So we looked at our options and the amount of subsidy that was available and found the tax credits to be a great fit for the housing study, a great fit for the neighborhood, great fit for Downtown Green Bay. I will just know back to kind of the list of the $2.1 million project grant. Grant is an odd word to use because it is actually paid back. That money has been spent on the already in the district. And those roads are relying on this project to pay taxes directly into repaying those roads. So there's already been investments based on this project, and we are here as part of the dollar guarantee to our assessed value in order to make sure that we can pay back those infrastructure needs as required by the district to succeed. Again with the tax liability, that is right. We're gonna pay a bit over $500,000 a year. And approximately half of that goes straight back to the project grant and associated infrastructure costs. And then about half of that goes to the third parties of DDL, TWG and the city. So the city also has a huge benefit, not only for the infrastructure and the tax base after the 15 years, but even in these 50 years it's getting part of this TIF benefit. And then finally, I would just note that on the topic of the incentive or the extension rather of the TIF a previous development agreement, we've been working extremely hard as we've talked about over the last year to fulfill our end of the agreement by investing many many

many months and a lot of money and time into finding a solution that we can bring forward to you. And that was based on the agreement we had in place, which includes incentive that flows through those last three years. We'd love to be a good partner in working with the Joint Review Board to get that in place. But our project being feasible does assume that there is three years of tax increment. That is our own taxes that we have generated coming back to us. And that was part of the early negotiation for making this project happen. So I think that the lack of extension would be a serious change. We would have to dig into the details of how exactly that works, but I think it would put our projected spring start for the project in potential jeopardy to not have that extension guaranteed. Yeah. So I think that's the main miscellaneous questions. I think that overall we're presenting a great project. I was in the planning commission last night, we got unanimous recommendation for approval. They absolutely loved the building. They literally had no negative feedback. Everybody just took time to make comments about how much they loved it. I say that truly honestly, like three different people spoke up to just thank us for the adult language. Felt good that we were delivering affordable housing that looks like this. So all that said we're excited.

- Okay.

- So one question to Michael, you are

- Disagreement on the 21st so that we can be ready with finding that. Sorry, I didn't catch that.

- Kathy, please.

- We'll continue to go forward this out. I got it at the end.

- Questions for Michael.

- And Michael, this is Matt Schueller. And a couple of quick questions and I'll just run them both out. When did your original financing on this project? And then the second question that's related is how did you end up starting the project and get partially done?

- Sure. Yeah, that is a great question. So essentially we found an equity partner that was a well-known financial advising firm that has offices across the country, and they were starting an Opportunity Zone Funds. At the time there's a big foot push all over the country to create these funds. And then very few people have a single... I think we were asking for, Don't quote me on this one but something like $14 million of equity and the nobody has a single slug of capital gains that is $14 million. So they structure it in a way that is an equity fund, which is fairly normal, but the fund typically commits to investing in a project and then they work with their clients to invest their client's funds into that larger qualified Opportunity Zone Funds. All that said we have had a commitment from a very reputable fund, and we knew that it would take additional time for all of their clients to get their gains. And because it was such a new program Opportunity Zones. And we knew that basically we were confident in the market. We knew that winter was approaching. This was in early, mid 2020. And this was kind of the I don't know if you guys remember June 2020, but still when things weren't looking too bad in the medium term for COVID and there weren't construction impacts yet in material price way and that sort of thing. But essentially we started for because we wanted to stay on schedule. We wanted to deliver the TIF increment and deliver according to the schedule that we had committed to everyone. So we did invest easily over $2 million in starting the project. So it would be ready for that full equity cash infusion that come from the qualified

Opportunity Zone Funds. What happened is that the fund basically did not have the subscription expected. They did sign on a lot of money, but not enough money. So that was dragged out through the fallen winter. And I believe it was in the winter of 2021 that we're informed by the fund that they were no longer seeking to fulfill their obligation to fund the project. So we had anticipated that we weren't stupid. We kind of knew that something wasn't going to plan on that side that is highly unusual in the industry. We will never work with that partner again. I'm being polite by not naming them, but they are a reputable, nearly household name, but we would never ever recommend them or work with them again, because this is actually a hit to the project. Upon getting that news though, we did immediately start looking for solutions. We looked at all kinds of different solutions in terms of structuring the capital and looking for other Opportunity Zone Funds and non opportunity on funds. And ultimately we found that the essentially supercharged meta credit had just reviewed in December, 2020 was that could still make this project happen with the same build quality, the same impact on the area and not need those market rate funds. So we worked on basically simultaneously doing, running through the WEDA. This takes several months. The WEDA requirements at the same time as working our best to attract more and market rate funds that ultimately did not work out. And we had to turn into the WEDA solution, which is still good, but we did try literally everything to keep it moving forward. So sorry for the saga, but it was a very tense couple of months there and a pretty burned bridge from that equity investor. But that is the way that we found the project today.

- Matt, does that answer your question?

- Just getting off mute, yes it does. That helps add a bunch of context that's very very helpful and understanding how and when the project pivoted and some of those things on the timeline that we weren't able to get into in the last meeting.

- Okay. Other questions for Michael.

- Michael, you talked about the three-year extension. You're saying this project doesn't work without that. And you talked about in the original agreement, I don't know what that means.

- Yeah. So the TIF Agreement for the market rate project, which it was actually a TIF Agreement for a $21 million project. It did not specify market rate or affordable, but it did basically say, "Hey, our TIF is intended to go through 2036." It is not officially to that point. So the intent of the agreement was to say the city was taking on the role and running point on getting that TIF extended. And if that didn't happen, they're confident enough in that extension that they're willing to back this with themselves. And there's all kinds of different solutions to that. But it could be to get pretty creative, but I don't know our financing figure super well from 2033 to 2036 off the top of my head. But I know that that was the basis upon which all of our financing is assumed. So it would be a pretty significant change to work around the extension.

- Other questions from the floor.

- Yeah. Can you respond to that?

- Yeah, I just want... The language is essentially what I'm gonna use just the short version of what Michael said. If for some reason we aren't able to get that extension done from 2033 to 2036 that the city's gonna make up that difference of what that money would be. If the TIF is not available then the city was pledging to be on the hook to do that. And that is section F on page. Let's see, page seven here. That's under the first section. Yeah. So under the PAYGO reimbursements, so it's section F specifically says that the city was planning hours from the original agreement.

- Is that still on?

- That language is still in there right now.

- Okay. Kind of uncomfortable with that, but we'll talk about that.

- I have a question for Michael, this is a three-way agreement which as Neil pointed out is quite unusual. Can you explain why it's a three-way agreement? And when I read it, it says the DDL Holding gets paid first.

- Yeah, I can briefly answer. And then if possible I might put Paul Belchener on the spotlight to give some context on that. They are the master developer and they brought us in as the mixed use multi-family expert to make sure that great projects like this could happen, that were a little bit outside of their focus. In the flow of payments we both get money from the TIF essentially simultaneously. The language is a little bit linear, but the practical result is that we both would get the increment over our debt obligation at the same time. I don't know if Paul wants to speak to why it's a tri-party agreement on the context for that anymore.

- Well, your work.

- Cast.

- Any comments.

- Yeah. In December 1st, 2017 DDL holdings in the city of Green Bay agreed to two agreements, one being an infrastructure agreement, one being a Master Land Development Agreement. When we started this project, there was zero lineal feet of public streets inside of Rail Yard inside of Dallas, men and Broadway. And the city's public works department in 2017, put together their internal estimates of the cost of the infrastructure. And it's all installed today with the exception of some trees. And that cost was $5,777,000 of the $2,017 not $2,021. And that did not include environmental impacts of soil remediation that they needed to be addressed. So when the agreement says that DDL holdings gets paid first it's because we have a agreement with the city of Green Bay to install all of that infrastructure. And to date, we've accomplished exactly that with approximately $4,950,000, not the 5,777,000 or inflationary pressures. We would certainly like to do more within the Rail Yard. And those are all listed out inside of the Master Development Agreement, but that's how we got here. We started with $2.1 million, which was the commitment to renovate what we'd call building our at 520 North Broadway and build some residential. We've added TWG to go to the... I could add just a little bit on the 2033 to 2036 extension. The reason that was agreed to was really predating TWG in that when the TID was created, there was zero increment created for a number of years. And as everybody on this call knows, we lose that net present value forever. And if everybody on the call remembers the highest and best use of the site where Broadway Lofts now sits was parking semi-trailers for years and years and years on that site. And then we went through the Walmart saga all before any increment was created on the site. So when Broadway Lofts presented itself through our partnership with TWG, hence the first tri-party agreement to share in how we're installing all the infrastructure and paying for it. And that agreement already was to extend the TID from 33 to 36, because DDL holdings contributed it's 50% of the PAYGO that it's afforded in the Master Development Agreement. And so did the city of Green Bay. We gave all the PAYGO to TWG to incentivize Broadway Loft. DDL at that point was making business decisions based upon the extension of the TID and that language then appropriately carried over later in 2019 to the agreement that we're looking at today for the Ford Project.

- Okay.

- Thank you.

- Thank you. Other questions for either the developers. How about anybody else like make comments or the floor or that are on this conference call, Zoom call?

- Matt Jacobs is the one that spoke with me and I don't know whose hand was up first, but Robinski's raised and Matt Jacob's hand raised.

- Okay.

- Hello everyone.

- Yeah.

- Matt can go first, his hand was up before me.

- Yep, Matt.

- Thank you. So I see that there was WEDA funds added to this typically WEDA is federal money. So the WEDA tax credit, will prevailing wage be on this project?

- No, that wouldn't be applicable for this project.

- It would be what?

- That wouldn't be applicable for this kind of funding.

- Okay. Then the second part to my question goes to page 12. They are pretty thoroughly lay out that the developer will fairly and consistently thoroughly implement screening with state and federal laws. This is all great for the tenant. Would TWG be opposed to similar language that would protect the workers in the construction of the building as well? Just something similar to TWG and subcontractors all follow state and federal labor laws. Would there be any opposition to that?

- Honestly, I think we would have to refer that to our legal counsel. Yeah. I don't know exactly what the terminology and .

- Alright, other questions please. All right then Ken, please.

- Yeah, I just had actually just two comments, one, I just wanted to confirm and... Sorry, Ken Rovinski 520 Hubbard street, Green Bay Wisconsin. As part of the plan commission, I just wanted to say Mr.

Taft was 100% accurate with what he said it was unanimously supported last night, a lot of good comments where the plan commission is very excited about the project. And then another comment just on the private side of things, being someone who just invested in this neighborhood, I'm excited to see this project move forward and want to echo Mr. Taft's comments on allowing opportunities for people to get into this neighborhood. I think this just provides just a really really nice housing in a neighborhood that will then potentially open up other opportunities for hopefully potential homeowners in the neighboring properties. So that's all I wanted to add. Thank you.

- Thanks Ken. Anybody else? Well, we're open session out there like comments or questions.

- Yeah. Gary it's Matt, and I'd love to ask one more here in open session. It's to Mr. Taft. If we don't approve today, what's TWG gonna do?

- Mike, Michael.

- Sorry. This is John Sullivan at TWG. I know Michael's computer just crashed. So I am the Vice President of Tax Credit Development for the company. So I can weigh in and I'll let him join, but essentially we would be out of options. If this isn't approved, we essentially do not have the financing to move forward with the project. It's something where as Michael detailed, we went back through and we're able to secure the WEDA financing, but without this financing, it's all part of the larger puzzle. And we would effectively be out of options in order to proceed forward. Michael, did you hear that question?

- Yeah, I apologize everybody. My internet just stopped working on my computer. So I'm back via phone. I did not hear the question.

- So I'll try again, Michael. It was just... And I think John has essentially answered, but it was, "Hey, if we don't approve this today, what does TWG do? Or what's the next step?"

- Yeah. If this was not approved today, probably most likely we would take a hard look at our numbers and most likely seek additional funding that would take something like six months to a year to secure to layer and additionally, basically more. Yeah, sorry, but we will look for other options, but we've already done that frankly. And I think that we would do our best, but I think that this is pretty much what we have to bring to the table. And I think already our current schedule or priority in bringing here in the holidays, trying to get this through is that we will be able to start construction in the spring and be able to finish the building by the end of 2024, which will create increment January 1st 2025, and pay $520,000 in taxes into that TIP to start creating increment, because we've already lost a year and everybody loses in that situation. So I think we more or less go back to the drawing board, trying to figure out where funding will come from, and there's no clear path forward to figuring anything else out. So this is I think the path that is best for the TIF district and best for the city and I think is delivering good housing for the incredible housing deficit that Downtown Green Bay has and is what is needed right now.

- Any questions or comments in the open session from any one? Do I entertain a motion to go back to regular business.

- Moved.

- Second.

- Second.

- Who made the motion? I'm sorry.

- Kathy.

- Okay.

- That'd be the only person that doesn't recognize my voice.

- I apologize, Kathy. And I think all our Dorothy second it, all in favor signify by saying I.

- [Participants] I.

- Of course, back to regular business. Diana, are you board Diana? Finance Director?

- He's on mute.

- You're on mute.

- Yes. I'm here.

- Any comments from a TIF perspective.

- You know with-

- Go ahead.

- From the TIF perspective, correct. We're looking at the numbers that were originally ran in 2019. I will agree the numbers don't without the extension, the amount that the developer and the both deal DDL and TWG gets it's reduced the last few years or when they're making it more of their money.

- Okay, great. Questions or comments from the committee on authority.

- Gary, in my prior life, I spent a lot of time contracting with outside groups, outside agencies. And the one thing that you always had to do was you had to read the contract and go through it detail by detail. And in looking at this contract, it seems to me there's two things, one the approval of the development, but then also an extension of the chin which is two different things. So how do we approve this without extending the TID? Because there's another one in here. It says TIF payments. So terminate at the end of 2033, unless Jared B extends termination date of TID 14 in which case Tim, if payment shall tournament terminated at the end of the tax year, 2036. It sounds like the developer needs a yes or a no. Now, that's a piece you can't leave in limbo.

- I would say that we were make a motion you would have to motion with both of those two items that you just mentioned. It'd be one motion or it can be two different motions if you want. But-

- Well, then how long- I think the developer needs to know, secondly, I'm not excited about the city being on the hook if it doesn't happen correctly.

- Right.

- So anyway I think we'd have to be fair to developer if we were to approve this motion, we'd also have to make a motion with it or separately, as far as the TIF situation.

- Can we extend tips on how far?

- Well, I don't think we go any farther in what they're requesting, is that what you're asking?

- No, I'm asking when did it start and is there so many years that a TIF can go? I don't know the answer to that, I'm asking. Because I thought it was 29 years or something.

- Neil, help me with this.

- Well, look at it, Diana, I believe has the numbers up I think right now.

- Okay. Hold on sorry.

- Give me a moment I'll have to look up that TID particular, but I will have it in a minute here.

- Okay.

- Yeah, generally the last five years of a TIF district is usually reserved for that. The expenditure period goes up to the... The last five years there's general TIF district without and are previously committed and engaged and that's just revenue then for the TIF district. So if you wanna kind of extend into that, that's the normal procedures. If you have the ability to add on to that in terms of it certainly would require Joint Review Board action to approve that. Again, we're specifically looking at a situation where it's just a matter of... If again the language it's in there right now says the city will basically proceed with the request with Joint Review Board. And if the Joint Review Board approves it, then so be it it's an extension is there for three additional years, if it's not there for three additional years than essentially it's the city's responsibility to identify a replacement revenue to make up for whatever that equivalent would have been for that extra three years of TIF revenue that was not achieved. So I think certainly the risk from the city standpoint is like if that is not approved, where do we come up with those funds?

- Yeah.

- And previously, obviously admittedly, that is most of my knowledge that is not identified in the agreement. I certainly think that with the change in the project and the fact that it's now an affordable housing project and the change that's there probably makes that case a little easier to the Joint Review Board, that there's not going to be extra increment around. That's gonna be able to be used to just automatically cover that, that the additional three years may actually be required. According to me and again, to Diana's look at the numbers in terms of just first glance is that, that appears to be the case. If suddenly added a $21 million minimum, and then suddenly this came in at $40 million, we would have extra increment that we can say, "You know what? Odds are, we might actually have extra increments that we can use to cover that extra." That would have been generated those last three years. And we can just use that increment and not need those three years. without that extra, additional increment above the $21 million guarantee say this it appear likely that those three years would we needed to do that.

- So again, it's a contract a legal document? It's either in or out meaning we're either gonna extend it or we're not, right?

- Well, the one we can put in there.

- language.

- Yeah. Well, I think specifically what we can do is we can Make the request to make the extension because when the city is not the final, be all end all be all on that. So Joint Review Board is the one who would authorize that.

- Right.

- So the only thing we can commit to is actually pursuing that extension with the Joint Review Board. That's what we can technically pursue.

- So then we'll take all the rest of that out of the agreement, out of the contract and say that we'll pursue that.

- And then what happens to that section F where the city's on the hook if that isn't it?

- Yeah.

- Right? That's I think the trick, like sure we could .

- Correct.

- But if it doesn't go through, because we aren't the final say, then we're on the hook.

- As it's presented right now, that is the case. And I guess the middle of the road option would be that we would agree to pursue that extension. And if it's not approved that we agree to go back and we'd have to revisit the agreement with the developer again.

- I like that. Diana, do I get .

- Yes. Well, I guess clarify that. So you can say like well then we have to go back and revisit, but we've already moved forward with that agreement. So what hands are tied at that point? The cities or the developer? I feel a little frustrated in that a lot of the requests that were made in last meeting. And I apologize, cause I had to leave the last meeting early, but then I just hear like, "Nope, we asked about this. Nope, can't do it. We asked about this. Nope, can't do it." I feel like we need the three year can't do it. And then I hear well, might be delayed from construction from spring, or they might have to go back and look at financing and six to 12 months. And my gut says six to 12 months, we've already been waiting, right? We've been waiting. Do I want to keep waiting? No, but I also don't want to rush decisions, whether it be financial decisions for the city that put us on the hook or tie our hands from a TIF perspective or just the wrong project there for foreseeable future. And we're rushing it because we had a situation where it work sat partially done, still sitting partially done. I'm sure there, I'm gonna give Mr. Taft the benefit of the doubt that there was a lot of work being done behind the scenes, but I can remember previous meetings where we asked, "Hey, what's happening there?" And the response we got from the city was that we're not getting calls return. That makes me frustrated to now jump to say, "Hey, we gotta be good partners on our end." But we weren't getting good partners for the last couple years while when the construction started summer 2020 to this point now all of a sudden it's a rush. And I don't like to be put in that position. I don't think that's fair to the city or the RDA. So that's just my gut response. So it ties in both to the type of project we're looking at, but also then as Kathy brought up with the TIF language in there.

- I would echo Melanie's points. It's interesting we're hopefully emerging from a pandemic and it would be interesting to see how different things would look in six to 12 months especially with more activity at Leicht Park. If cruises come in as we know things can change in an instant and the next six to 12 months will hopefully be a very regenerative time for Downtown Green Bay.

- Okay, other comments. Diana, did you wanna add anything at all to what Neil said about TIF?

- I don't remember exactly Gary what your question was, other than like we said, it was originally in the original agreement, we have really just, he hasn't changed the original agreement. It said that these are the years and if then extended then we would have to find a way to make it up. And I'm sure it's through the cities of increment that's how it would be made up.

- Okay.

- That was also one of his market rate there too.

- But the calculation was done on a 21 million assess value and this development agreements still says it's gonna be 21 million develop.

- Thanks. There's a change.

- But I do agree there was probably some assumption that the value was going to be higher. That's not written into the agreement, but at a market rate project, I think there was probably some assumptions that the valuation would have been higher than 21 million. So the 21 million was the guaranteed floor on the project.

- Okay. Other questions or comments or entertain a motion.

- Chair.

- Go ahead, please.

- So I would like to ask Director Stechschulte. So if this doesn't get approved, then what goes on?

- Well, I guess if the RDAs position is that the entire agreement is there's no value to the entire agreement, then certainly we're probably back to square one. If there are particular aspects, say like the TIF language specifically that's in there right now that was previously approved. If we want instruction to go back and try to work out something with the developer on that particular aspect, I think we could probably work certainly, we can certainly bring something back in January at the RDA meeting if that would work for the developer schedule, but that would be certainly a question for them. So I think it's up to the body in terms of level of comfort. I think at this point, I guess my gut position, I guess if I had to come, if you asked me point blank would be certainly that the city would agreed request and try to pursue the three-year extension, but in terms of not guaranteed that if it doesn't go forward, how we would cover that we would have to... I think that's something that would be further review and discussion and probably need some language added in terms of that designate exactly how that would be covered in the case of that not being approved. And I agree with that not being further detailed out is probably need some additional explanation. If I'm an RDA member or council member, I would certainly want to know... Try to identify what that funding source or strategy would be if in fact that the TIF has not extended three years.

- So .

- Excuse me, I'm still at the floor. It sounds like the... How can we approve this today when that's not what the language in the contract says? Help me understand. I don't understand that part.

- So your director could be to move an agreement forward with revised language, addressing that particular point.

- Great. Yeah.

- Okay. Thank you. Okay. Now I'm done. Brighid, please.

- I'm sorry, Barbra. I didn't know you were-

- No problem.

- Sorry. I guess I'm still confused cause it sounds like from Paul and from others, we've heard that there already is an agreement that says that that's the deal.

- And that's true, but that it requires and came again. There were deadlines and things that wouldn't unless the original agreement of when construction was supposed to have started-

- Okay.

- That are essentially passed, they're essentially. Or at least not feasible to reach this point. So that's why we're having the discussion on updating the agreement to try to reflect the current timeframe.

- Gotcha.

- All right. Other questions or comments, if not is there emotion out there?

- I think.

- Do we have to close the floor or do we close the floor?

- I think the floor was closed but I don't think Mr. Taft .

- Okay.

- I would love to move forward with how did you put it Director Stechschulte.

- If it's to go ahead and pursue, agree to pursue the three-year extension from 2033 to 2036 with the Joint Review Board on. And if that's not approved, then have to sit down and we'd have to revisit with the developer exactly how that three-year window figure out how that would be made up for.

- Did somebody get that because that's what I said. That's where I'd be right now.

- Okay. There's the motion, my older dork and there's a second out there.

- I would second back Gary.

- Okay. The motion and a second, a second by Matt.

- Are you gonna do a roll call vote or how does that usually work?

- We can't.

- You can request that.

- I'd like to request that.

- Okay, good.

- Any questions or comments before we do that?

- Not at all vote.

- Tonight I have a question, I'm sorry.

- Go ahead please.

- So I just want to clarify on... So the motion was that we're gonna pursue the extension of the TIF for the three years, if that does not pass, then that the development, we're still passing this development agreement, just go back and talk to the developer about how we handle that. So just to clarify it, there's not a way for us to make sure we have that piece of the pie taken care of before we move forward with this.

- you're right.

- I apologize. I missed that in the conversation.

- No I think just if I can, Mr. Chair, I think if that extension is approved, then we are consistent with what the agreement would be. If that is not approved, then there is not an agreement and would essentially need to be revised and finalized was an alternative with the developer.

- Okay.

- Okay. That's what I wanted to make sure it wasn't that the whole agreement was going through except for that piece. And okay, so that helps clarify.

- Matt, you're comfortable with that? You had to second.

- Oh yes, I am.

- Okay. Any questions or comments. And that we will do a roll call.

- I can do that. Mr. Chair if you'd like.

- Yeah, please.

- Delvaux.

- Yes.

- Schueller.

- Yes.

- Dorff.

- Yes.

- Hinkfuss.

- Yes.

- Arma.

- Yes.

- Rin.

- No.

- Okay. So it's been passed, and you're gonna pursue the review board, Neil.

- Well, we will lay out essentially a process and we'll provide a detailed memorandum for the RDA in its next meeting to kind of explain how this is moving forward. Cause there is a timeframe that is required in order to make that happen.

- Very good. Thank you. Well, great discussion, brief comments for everyone. We're to go item two consideration of possible action to approve a 30 day extension of planning option would make a solutions for the fourlex townhouse development at 115 South Buren Street. We're just doing an extension here right now.

- That's correct.

- And I believe her Rhonda has the staff report if there are any questions on that, but this is essentially just a 30 days extension. I also believe Mr. Rovinski is also available for questions I believe here as well.

- I just like to move to prove it because it's a 30 day extension. That's a very reasonable.

- I approve, I second.

- Kathy, I recognize your voice. Can I recommend your place all by Dorff and a second by Kathy. All in favor of motion say I.

- [Participants] I.

- Opposed, motion carries. Thank you. Number three, consideration of possible action on the memorandum of understanding to the area, the city and on broader regarding the management of Leicht Park facilities, coordination of events at Leicht Park, investment in public improvements at Leicht Park and on North Broadway using TID buy funds. I know Kathy has some questions.

- Yes, sir. This is a Mr. Chair I'll provide a brief overview of this.

- Yeah, please.

- Essentially, as we've just mentioned the expenditure period of TIF districts, we're in the last year of TID 5 before interest into that period where we are not allowed to make expenditures, unless we have funds committed in order to make those investments. So what we are trying to do here with this is to actually provide some action to commit funds that we are anticipating coming in here. This last board went to two specific project areas that are already approved in the TID 5 Project Plan. Those two areas specifically are a streetscape improvements on Broadway and in park development in Leicht Park are the two general categories that are mentioned in the TID 5 Project Plan. So it was specifically, we were looking at trying to commit those funds for Leicht Park improvements including dark wall improvements, art installation, lighting trends, new entertainment stage, and public restrooms. So some of that has related to some of the bidding that this body has previously reviewed and discussed and approved. The other item is Broadway street scape and electrical improvements from drilling to removal, repair, and or replacement of a lot of the electrical infrastructure and lighting along Broadway. These two areas have been identified again already in the project plan. So we're trying to essentially commit the funds that we are knowing we were projecting to have available for these last five years to kind of make those funds available, to make these improvements that are already proved in the project plan. So the number of... I think a question did come up the project is having a fund balance of just under $5 million. The projects that are identified here that does not take up the entire $5 million. That's actually a lesser number. I think folks remember, I think we had a budget of 2.2 million for the actual dark wall improvements that this body reviewed and discussed. That bid actually came in at like $750,000. So there's some savings from that particular project. Again, we're talking about the park that designed the shelter design and other improvements and installation of those particular projects. So some of those things are in the initial stages in terms of planning and design. By entering into this agreement with on Broadway, which we have already had some discussions about them becoming the operator actually for the new facilities being discussed here. So by entering into this MOU, the staff's intention is to basically commit these funds through this memorandum of understanding through being reviewed by this body and then being reviewed by City Council subject to final design in a more detailed agreement, but essentially making the agreement with on Broadway for that, that states in exchange for an approved agreement on how they can operate those facilities that the city is committing to make these improvements. So in short, that is kind of the summary board. And again, the actual memorandum of understanding will not be much longer than the document you have in front of you in terms of the staff report, it's meant to be a fairly simple document and just to identify the commitments by both parties essentially. So we can show that we have committed the funds. So what we were asking for is an RDA recommendation and direction to proceed with that MOU and to forward that onto the City Council for discussion and approval.

- I've gotten a number of questions and I'm sure others do too. As far as over looking these improvements, when could it be done by public works? It's on Broadway, you can actually be looking at the walls and the lighting and all resource.

- No, no, sir. In fact, they have the money. This is to be clear, this money being allocated to on Broadway. That is not what it's being done here. These are funds that the city is committing to spending on these projects.

- Okay.

- But not committing a check directly to on Broadway specifically in terms of, for their working efforts that they're doing in terms of an op the city is committing to making these improvements.

- Okay. So on Broadway, I guess what... I'm just a little confused about what their involvement is with this.

- Yeah. I guess we're including them, Mr. Chair cause normally in order to commit funds to make sure that they're actually on that we have met the in terms of the statutory requirements on there. Some sort of agreement or commitment or bid document or other thing is generally required to do that. And certainly we are not ready to proceed on a lot of those improvements we've identified on Broadway as the partner. So identifying and in terms of again, we had already been making these on a separate discussion with them anyway in terms of how they might be able to operate and do something at the facility Leicht Park. So we're kind of using that relationship essentially as an opportunity to make a public commitment of those funds essentially through a memorandum of understanding that it has to go. Still go through the City Council for approval. And again, it's just identifying and making a legal and public commitment of those funding that would meet our TIF requirements to make sure that those funds been committed. Without that TIF requirement, we probably would be proceeding with these projects individually over the next several years and just dealing with them on a one on one at a time basis. But because we have this requirement that the funds have to be committed before the end of this year, we're looking to use this memorandum of understanding with Obi essentially to commit those funds.

- Okay. Wheen I look at your recommendation, got direct staff to para ammo. You with OBI to commit TID 5 funds, et cetera, et cetera, that was gonna go to City Council or city attorney and the City Council. If you're gonna do an MOU, won't we wanna see that before you went to City Council?

- Yes sir. Mostly that the MOU, we have one that is roughly drafted, but it's essentially the text that is in the background report. Mr. Chair, that of your staff report.

- Okay.

- That is essentially 90% of what that agreement is going to say. This is not going to be a super long detailed contract. One matter of fact, we've actually, I think even sat in the staff report as well as in the agreement document that will be on the MOU proposing that a more detailed operating agreement will likely be required from Obi in terms of executing something in the future. So essentially the key points that are here are this is essentially what we would be proceeding with. We're anticipating really being about a page, page and a half document.

- Okay. One last question I have on the on Broadway part. Okay. So what commission or you get a percentage or how are they going to get paid?

- Oh, well, at this point there's no commitment of funding to Obi directly at all in this Mr. Chair.

- Okay.

- They're simply identifying them as a partner again, for their exchange and presenting us with a proposal on how they would operate and sell this. That's the only commitment that Obi is making, the city has made no commitment to actually approving that until we've actually seen that agreement.

- Okay. Other questions, please comments.

- Question here, we're looking at on Broadway for this project and we're adding a lot to Leicht Park which my bad we absolutely need to do, but this seems to be bigger than just on Broadway because we've got this issue with wildlife sanctuary. It'd be beautiful building that we're not using. And so I'm just honest to me, we need to look at operating broader in our parks than just on Broadway.

- Well, and I agree with you wholeheartedly on that Kathy, the difference on this particular case is because these are TID 5 funds that they are geographically restricted in terms of where we can spend that money. And because of the-

- I get that, Neil.

- I'm sorry.

- So I guess I'm not understanding, we've not had something like this come through where we've had to contract with somebody on TID funds for the last five years and on Broadway does fabulous work. That's not my issue. I don't know exactly what this means for the city.

- I guess, let me-

- It's not the second we've allocated funds.

- Well, at this point we haven't allocated funds. That's why we're asking number one, so we can do that. And again, the alternative is that if we don't commit these funds and we get this basically the expenditure period expires essentially at the end of this year, then any revenue that we get generated that's not been allocated to essentially is we're unable to use that funds to make any investments into TID 5. And essentially that is those funds essentially get distributed then back to the taxing jurisdictions unused at the end of the five-year expenditure period.

- Definitely this MOU is kind of a means to an end to be able to use these funds.

- Exactly without the need to commit funds from TID 5 over the next year or two, we would not be looking at this sort of agreement with Obi. And not in this context. We probably wouldn't be looking on one within the next year or two on specifically operating these facilities anyway, if they'd make the proposal to us and developing an agreement, this is simply identifying what we intend to do, and to essentially show when if we have an audit back say when this TID closes that we're going to come back and say, "Did you guys have funds committed legal action taken by the RDA and City Council to commit funds, unproved projects that are consistent with your tit project plan?" We can say, "Yes, we did. Specifically, here's the agreement that allowed net where we committed those funds."

- So while we commit the funds Neil beyond what we've identified here, who makes the decision on where it goes? If it gets approved or not.

- Well, the City Council will ultimately have an approval over this item right here. In addition to those again, the way that we don't have to take these back because these are projects that are already identified in the tit five project plan that have already been approved by the RDA and already approved by the City Council and already approved by the Joint Review Board.

- Right.

- So that's why we're making such an effort to make sure to allocate those funds to those projects, because they already are approved and it's a clear, clean justifiable investment of those TID funds.

- Yeah. I'm talking about the above and beyond those funds. Does that still come back to the RDA?

- Yeah. On individual projects absolutely and that's why Kathy, you guys have had the discussion on the dark wall improvements that you guys have already come through and talked about. And that's why we've already brought through the the Leicht Park, the other design elements and the other things. That's exactly why those things have come to you guys. So if there are anything beyond those two specific products, some of the electrical, street scape improvements, absolutely. That would end up coming back to this body for this is the scope of work. This is what we're looking at. In this case, we've started some of the removal of the pedestrian level bollard lights. We've actually gone and got removing some of those to kind of help start some of that project and try to save a little money to do that. But when we actually get in contract into going in and replace those, and actually have new installations made that actually would be a public works contract, but because it's TID 5 funds would come back to this body for final approval before the contract was awarded.

- Thanks, Neil, for all the grilling that you intro.

- That's good questions. That's all right. That's actually, this is an unusual process because we have this and then we have funding available in the TIF district prior to it closing that we want to make sure to be able to invest. It's a great problem to have. They don't always work that way. Sometimes we have to move some things around and make sure we do that. So it is a problem of opportunity, I guess, so to speak and that we know we're gonna have these funds available. So we're just trying to identify those projects that could still be justified to use those funds on before the expenditure period ends.

- Yeah. And I think on Broadway is a great community partner. I just it's like what happens five years from now Brian, if you get hit by a bus?

- Ain't gonna happen.

- Don't say that.

- All right. Other questions or comments please?

- Other Johnson has his hand up.

- Yes.

- Yeah.

- Please.

- I don't know if it would be appropriate maybe to open the floor because they'd be speaking to you as a non Broadway rep.

- Let's open the floor.

- Motion second by Melanie.

- No.

- All in favor signify by say I.

- [Participants] I.

- Oppose, motion carried.

- Thank you Chair. Obviously Brian Johnson, 516 Hubbard Street. I think something that perhaps Neil didn't mention that maybe I would add to the conversation. I think perhaps provide some clarity around this. Certainly the city could proceed with doing this without on Broadway. I think the advantage of including on Broadway and this is really being driven a little bit by us. You may recall that previously there was an item before you to approve for basically the installation of a bathroom, right? A bathroom in a park shelter. In one of the things I suggested at the time that this could be an opportunity for a public-private partnership to enhance the facilities within the park that were to require some level of commitment from private partners. So to me when I look at this, I say, "Hey, if the city wants to go at it alone on this project, you'll get a park shelter and a bathroom. If you engage in a partnership with on Broadway, you can get a much more robust facility." The terms of that to be determined yet, but that's not what's required right now to encumber the funds with the TID.

- Okay.

- We're not going to commit to the raising of private funds without having the ability to manage the facility. In ability is the keyword, because that will all be dictated by the terms of an agreement, which would be subject to the approval of this body and then ultimately City Council. So all of those terms will be hammered out yet, but my board isn't necessarily willing to move forward with a commitment of anything without knowing that there's the ability for us to have an opportunity to manage the facility. So that's really what's driving it.

- Okay. Very good comments. Any questions we're on Broadway now that Brian's on board? It's nice we're calling Brian.

- Thank you.

- All the time.

- All the time Chair.

- Any other questions or comments. So that we can go back to regular business. A motion please, to go back to-

- just.

- Second.

- And second by Matt. All in favor signify by saying I.

- [Participants] I.

- Hey, we're back to regular business. Very good discussion. They may want to grill Neil anymore.

- No I make a motion to approve.

- That's Melanie, right?

- Yes.

- Second.

- Second by Matt. Questions or comments, if not all in favor signify by saying I to the motion,

- I.

- [Participants] I.

- I think I have to abstain.

- Okay.

- On Broadway.

- Very good. Thank you. All in favor signify by saying I. I think we did that, I'm sorry. Pushing Carrie. All right. Wow, great meeting, wow. Big stuff, Neil. You're busy young man. You and your team I should say.

- They keep me jumping Mr. Chair that's what it should be though.

- Okay. Cheryl, anything you want to add up into the housing study? You've been very busy and all that stuff is there anything that you wanna add.

- Briefly Chair. We had a tour with WEDA reps, the acting director .

- Oh yes.

- Our state rep, Christina Shelton and John Soules. Our WEDA rep who I think replaced Debbie and then the mayor knew about. Took them on a tour of our opportunities sites for development of housing in Green Bay and gave them the pitch on the needs of Green Bay, which are different than Milwaukee. One project site in Milwaukee, but had an opportunity to work with them for the morning and just express what we thought was important when dishing out WEDA tax credits. So it went very well.

- Very good. Thanks Cheryl.

- Yep.

- I never questioned the financial. I did have questions in the check register, but Krista answered them all. So but anybody else have any questions with the finance report or check register? If not directors you forward the project updates, Neil.

- Okay. Excellent. These next two items as directed by the RDA provide additional information back on both essentially the Stantec change order, which was approved at the City Council. And in addition to any services for like Memorial Park, I didn't have a question from Melanie regarding provision of the actual copies of the proposals. We are happy to do that and we can send it out to anyone who's interested in. I think Melanie's question is whether or not that was standard procedure. And from what I've researched with our Purchasing Department and Parks Department is generally, that is not how that has been done. The actual review team receives the full proposals, but then if they're providing a recommendation, that's generally a summary that's been presented on to there. They are public record and we're certainly happy to forward those on. So if anyone besides Melanie would like to see the full detailed proposals on any of those, happy to include that and share that. I think from a staff perspective is if there's really interested in that much level of information that we probably would just recommend doing the actual selection at the RDA in those cases terms of actually having them be the selection committee rather than have the... Because otherwise you're kind of doing the same process two times in a row.

- Can I just comment.

- Yes please.

- I actually appreciate that. I think the trick here was, and of course I have a personal investment in it as well, but when the selection is one that is not the lowest cost or even the second lowest cost, and they're not really close, right? Those were the differences here that I think that it would be good for the RDA then to be able to have that additional information.

- Absolutely.

- So certainly I think that it is very evident that this body has been very again, responsive to staff's suggestions and the work that they've done. And I don't want to discredit that at all, but I just think this was a little unique situation. And again, I realized that I have a different role in it as well but just from the perspective that when we get questioned and making smart decisions from a taxpayer dollar perspective, we wanna make sure that we can easily answer that. And to just be given that additional level of detail would be appropriate.

- Absolutely, happy to do that Melanie.

- And Melanie I just wanna add on to that because we did a year, it must be maybe two years ago. And I think it was either Matt and I, or you and I, where we went through a whole bunch of proposals or five different vendors came in presented. And then we whittled it down to one or two that we brought to the RDA. So it was a sub committee and we were part of that. And then we brought it back.

- Right. And I think that was one of the housing developments, right?

- Yes.

- So maybe a little different situation, but yeah. So I would say from a precedent perspective, we are to see some of that must've been maybe is that real estate sub committee?

- Yeah. I think it was a real estate sub committee, but it worked well.

- And Neil, my question when we discussed this last time was, did they use a typical matrix with the weights per category? And if they did, we'd love to see a copy of that. So, and the answer was they did, and gave me cause that's good decision-making if you come up with where the factors and across the side options across the top and you give them all weights and see the end result. So was that, or was it not done? You don't know.

- I'm gonna open up the actual design review team memo. And I said and they actually make the notes. The summary notes was kind of... Again, we've provided the basis of what the team kind of sent forward to us. Staff was not directly involved in that review. So my understanding is that there was more of a qualifications discussion in terms of what they felt the design types were going to be. Mr. Chair, in terms of as far as I'm aware, there was not an actual table with points assigned one way or the other. I know of all that Johnson certainly has his hand up and can maybe answer some more information on that. Mr. Chair.

- I can't confirm that was done. And in fact that it indicates in the memo that it was 11 points that separated the two top candidates. Well, the way we got to an 11 point separation is because we did do the matrix.

- Yeah.

- Okay, good. Is that document the matrix.

- Parks Department staff would have been the one that captured that. So that would be a question I think appropriate for them.

- Yeah, I did. As far as I'm aware of Mr. Chair, that was not. I think they provided the memo essentially outlining it here. Two firms with 11 points apart and they did not attach the matrix. They didn't say the point total, they did not attach the matrix. We can request that and ask them before that.

- So we can do that good.

- Yes.

- I think we actually did that last time. So we did request it the last time.

- Yes. If you can get that to us, that'd be very good.

- Yeah. Because they're still not detail what I'm looking at to just try and understand what the difference between the proposals. And I would ask, how is this different when you're supposed to accept the lowest bid out there? Does this not apply to that or? And I understand the young under 50 there might be a lot greater, but it would really help for us to understand since we're .

- Okay. In last meeting, we approved the recommendation, but we also ask for a detailed. So if you can get that matrix to us that'd be very good. Melanie, are you satisfied with that? Would it be fine?

- Yeah. I'm fine.

- Okay. All right. Anything else for the good of the group, if not Merry Christmas, happy new year everybody. And our next meeting is January 11th. Have a good one, healthy and safe. Best of everything. Thank you.

- Merry Christmas.

- Great comments for everybody. Not a good meeting. Thank you.