# AGENDA OF THE ECONOMIC DEVELOPMENT AUTHORITY

## MONDAY, FEBRUARY 7, 2022, 5:00 PM
### Virtual Meeting. Public may join via Zoom.

**A. Zoom Meeting Information.**

1. This item contains Zoom information, instructions, and a link to the Virtual Comment Form.

**B. Roll Call.**

1. Members: Michael Peot - Chair, - Tara Yang - Vice-Chair, Ald. Brian Johnson, John Calewarts, Glen Sherman, Ace Champion and Christopher Garcia

**C. Approval of the Agenda.**

1. Approval of the agenda for the February 7, 2022, meeting of the Economic Development Authority.

**D. Approval of Minutes.**

1. Approval of the minutes from the August 2, 2021, meeting of the Economic Development Authority.

**E. Regular Business.**

1. Consideration with possible action regarding a request for a planning option by On Broadway Inc. on City-owned properties on Chestnut Avenue including parcels 4-83, 4-82, 4-81, and 4-80.

**F. Informational.**

1. Staff update on brownfield programs.
2. Director's Report.
3. Date of next meeting: March 7, 2022

## G. Adjournment.

1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Economic Development Authority meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.

# Virtual Meeting Instructions

## Economic Development Authority

Zoom Meeting Information

### Join Zoom Meeting

https://us02web.zoom.us/j/83574579318?pwd=TkVERjFsaElBN21WVURkcGo5bTlKdz09

**Meeting ID: 835 7457 9318**
**Passcode: 643957**

### One tap mobile

+13017158592,,83574579318# US (Washington DC)
+13126266799,,83574579318# US (Chicago)

### Dial by your location

+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)
+1 408 638 0968 US (San Jose)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)

Meeting ID: 835 7457 9318
Find your local number: https://us02web.zoom.us/u/kPqStZxJD

## Public Comments

If you wish to speak at this public meeting or leave a comment, please fill out the online Comment Form prior to the meeting.

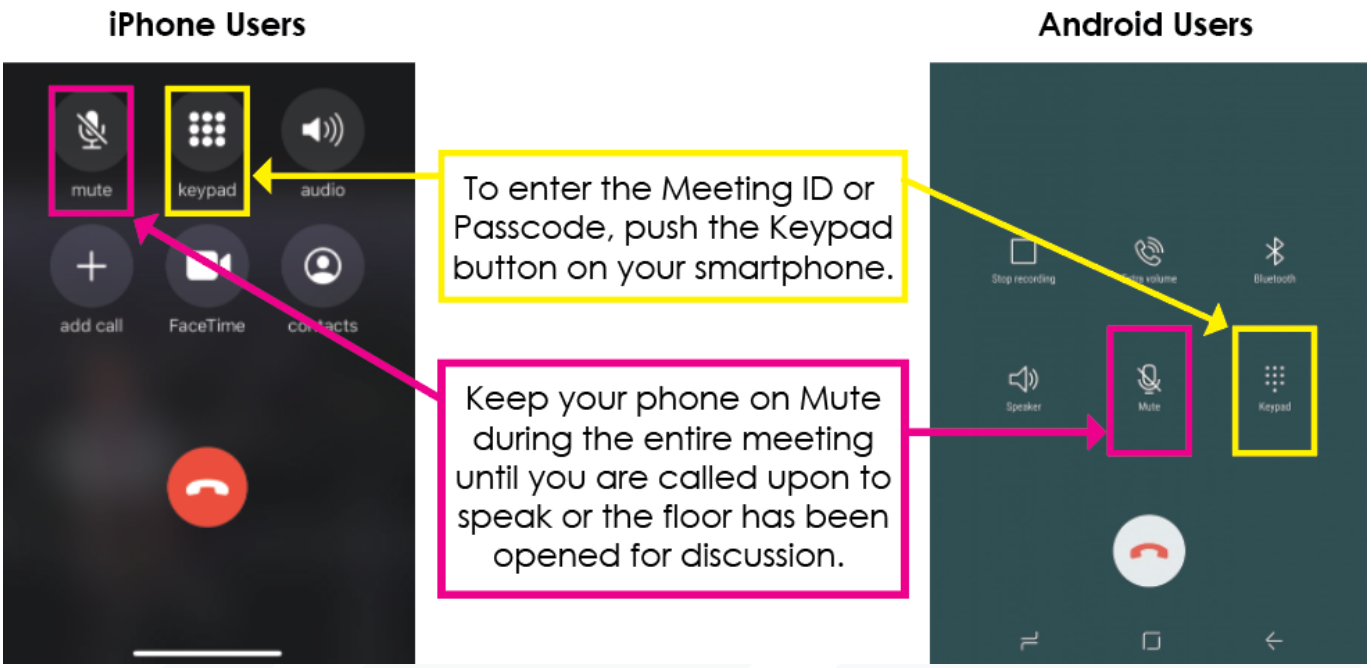
## Additional Information

1. Wisconsin Open Meetings Law still applies
    a. Persons interested in speaking to an item must state their name and address for the minutes.
    b. Committee/Commission/Board members will still follow *Roberts Rules of Order Newly Revised 12th edition*.
2. Please log into the Zoom meeting at least 10 minutes before the meeting begins to ensure a proper connection and that your technology is working.
    a. If you are a Board Member, please log into CivicClerk with a computer, laptop, or tablet device.
3. Once you are in the meeting please mute yourself.
    a. You may unmute yourself when you are called upon to speak.
4. Waiting room
    a. When you call in or connect via web or Zoom app, you will be placed in a "waiting room."
    b. The meeting host will then admit you to the meeting, and mute you upon entrance (you will still be able to hear and or otherwise observe the meeting).
5. Registering
    a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You'll receive another email confirming that you're registered for the meeting.
    b. If you're using a phone, your registration will be tied to an email.
6. Raising your hand
    a. Committee/Commission/Board members—you can either use CivicClerk and request to speak or you can also utilize the "raise your hand" tool in the Zoom platform (you'd need to use a computer or tablet) to let the host know you would like to speak. You can also un-mute yourself and start speaking.
    b. Persons with items on the agenda or other interested parties —you can also utilize the "raise your hand" tool on the Zoom platform via computer or mobile device. You will be allowed to speak once the committee, commission, or board has moved to "open the floor for interested parties to speak." Once discussion on your agenda item has concluded, the host will mute you, unless the committee opens the floor again.
7. What devices should I use?
    a. Smart phone (please see more detailed instructions on page 3)
    b. Land line
    c. Tablet— in advance of the meeting, please download the Zoom Meeting app by using either the Apple Store or the Play Store. You will be asked to input your name, to identify you for the meeting.
    d. Computer— you can access the meeting through a web browser by clicking on the meeting link, or through the Zoom Meeting app. If using the app, please download it in advance of the meeting. You will be asked to input your name, to identify yourself for the meeting.
    e. For tablet and computer users--if you download the app you may be asked to verify your email.

8. Zoom etiquette
    a. Muting yourself when you're not speaking will prevent your background noise from interfering with others' ability to listen to and participate in the meeting.
    b. If you're using a telephone, please identify yourself with your phone number and state your name and address before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourself.
9. Closed session
    a. Persons in the Zoom meeting will be put into a waiting room while the committee/commission/board meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
    b. Persons watching a Common Council meeting live on YouTube will see a gray screen with the City logo during closed session.
10. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number in the Zoom Meeting Information box.

## Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by **#**
3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not wish to speak, please make sure your phone is on **Mute**
    a. If you're using a smartphone, look at your screen and click the Mute button



Report to the
# Economic Development Authority of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| February 7, 2022 | Neil Stechschulte, Director |

## AGENDA ITEM # E.1

Consideration with possible action regarding a request for a planning option by On Broadway Inc. on City-owned properties on Chestnut Avenue including parcels 4-83, 4-82, 4-81, and 4-80.

## BACKGROUND

On Broadway is currently working on plans for a significant redevelopment in the area of the 200 block of N. Broadway. The Redevelopment Authority (RDA) and the City of Green Bay own several parcels in this area that could potentially be a part of the planned redevelopment project.

The proposed redevelopment concept being considered includes both public and private development components and is thought to potentially have a substantial positive economic impact on the Broadway District and Downtown as a whole. This is estimated to be in the range of $10-20 million dollars.

The parcels in question are currently used as parking for surrounding businesses and residential uses. Any development proposal brought forward would need to address the replacement of these parking areas.

The duration of the proposed option is one year to allow adequate time to address this issue as well as evaluate the feasibility of any other infrastructure improvements that may be needed to facilitate the redevelopment of this area. If determined to be viable prior to the end of the planning option, a formal development agreement, subject to the review of the RDA and Common Council, will be required as a part of any proposed transfer of property.

The attached planning option has been reviewed by the City Attorney.

## RECOMMENDATION

Approval of a one-year planning option to On Broadway, Inc. for parcels 4-83, 4-82, 4-81, and 4-80 as presented.

## FISCAL IMPACT

No immediate fiscal impact. Any transfer of these properties would need to be evaluated for fiscal impact prior to transfer of ownership.

## ATTACHMENTS

1. OBI Planning Option for EDA-City Properties on Chestnut Ave EDA Draft-law02.03.22

PLANNING OPTION AGREEMENT BETWEEN
THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY
AND ON BROADWAY, INC.
FOR PARCELS 4-83, 4-82, 4-81, 4-80

THIS AGREEMENT is made by and between the City of Green Bay (hereinafter called "CITY"), and On Broadway, Inc. (hereinafter called "DEVELOPER") on February 16, 2022;

WHEREAS, the Properties at 228 N. Chestnut Ave., 224 N. Chestnut Ave., 218 N. Chestnut Ave., and 0 N. Chestnut Ave., legally described in Exhibit "A" (hereinafter called the "CITY Site"), were acquired by the CITY for the purpose of blight mitigation and for inducing private enterprise to construct new development, and adding to the tax base of the City of Green Bay; and

WHEREAS, the DEVELOPER is planning for the redevelopment of the Old Fort Square site and is requesting permission to plan for the redevelopment of adjacent properties (hereinafter the "Project") on the CITY Site; and

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the CITY and DEVELOPER as follows:

EXECUTION OF AGREEMENT. The DEVELOPER shall, upon execution of the Agreement, tender to the CITY the sum of $5 (Five dollars and 00/I 00 cents) for the granting of planning rights as set forth herein and effective as of the date first written above to March 1, 2023. The sum tendered to the CITY shall be deposited into a CITY bank account. DEVELOPER may request a reasonable extension of this planning option prior to its expiration. However, any extension must be reviewed by the CITY, and approved at their sole discretion.

DUE DILIGENCE. The CITY, during the period of the Agreement, or any extension thereof, shall provide that the CITY Site shall not be conveyed to any other legal entity. The CITY agrees to grant to the DEVELOPER exclusive rights for the purpose of performing due diligence which shall include securing financing, obtaining contractors, finalizing design plans and acquiring any other necessary research for the Project during the applicable planning period set out above.

DEVELOPMENT AGREEMENT. That in the event the CITY and the DEVELOPER enter into a development agreement for the site, all fees paid to the CITY by the DEVELOPER, as set out herein, shall be credited to the DEVELOPER.

OBLIGATIONS. That the CITY shall coordinate public agency participation in planning, obtaining data from public records as may be available, and reviewing and commenting on aspects of the proposed development in a timely manner. DEVELOPER shall commence inspections of the CITY Site as DEVELOPER deems necessary and shall perform its due diligence in order to confirm the feasibility of the CITY Site for DEVELOPER's intended use.

OWNERSHIP. That throughout the period of the planning option, the CITY shall maintain complete ownership of the property.

CURRENT USE. The CITY and DEVELOPER hereby acknowledge the certain portions of the CITY Site are currently used for parking purposes. CITY shall retain the right to continue said use of the CITY Site throughout the period of the planning option and or during any extensions thereof.

MISCELLANEOUS PROVISIONS.

A. DEVELOPER agrees not to discriminate on the basis of actual or perceived sex, race, religion, creed, color, national origin, ancestry, age, disability, lawful source of income, marital status, familial status, sexual orientation, gender identity, gender expression, gender non-conformity, transgender status, past or present military service, or status as a victim of domestic abuse, sexual assault, or stalking in the sale or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the CITY to such injunctive relief or other remedies as may be available at law.

B. The time for performance of any term, covenant, condition, or agreement of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition, or agreement under this Agreement and shall include, without limiting the generality of the foregoing, delays, attributable to acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty.

C. The CITY and DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way. It is the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, latches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved. No waiver in fact made with respect to any specific default, shall be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

D. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement or the application thereof, to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire

understanding between the CITY and DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties, or representatives with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

E. ASSIGNMENT. DEVELOPER may not assign this Agreement or sell to a third party without the prior consent of the CITY. In the event that DEVELOPER violates this section, DEVELOPER shall pay to the CITY $10,000 as damages for their action.

F. AMENDMENTS TO AGREEMENT. This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.

G. THIRD PARTIES. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not or the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.

H. NO PARTNERSHIP CREATED. This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.

I. ENVIRONMENTAL ASSESSMENT. The CITY and City of Green Bay will disclose to DEVELOPER any reports, analysis, studies, or other documents that would identify any known contaminants on the premises. Under the supervision, direction and approval of the City, the DEVELOPER may inspect the premises and to perform any tests or analysis desired by DEVELOPER as to the condition of the premises.

J. FORMALITIES AND AUTHORITY. The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

K. NOTICES AND DEMANDS. A notice, demand, or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

To Developer:

Brian H. Johnson, Executive Director
On Broadway, Inc.
340 N Broadway, Ste 165
Green Bay, WI 54303
Main: (920) 437-2531
Email: brian@onbroadway.org

To CITY:

Neil Stechschulte, Development Director
Community & Economic Development Department
City of Green Bay, Wisconsin, USA
100 N. Jefferson St.
Green Bay, WI 54301
Phone: (920) 448-3395
Email: neil.stechschulte@greenbaywi.gov

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

NONMERGER AND SURVIVAL. Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the date first written above.

**City of Green Bay**

_____ _____

Eric Genrich, Mayor Date

_____

Celestine Jeffreys, Clerk

**On Broadway, Inc.**

_____ _____

Brian Johnson, Executive Director Date

EXHIBIT A – Legal Description by Parcel

Parcel 4-83 – 7,463 SQ FT
DOUSMANS ADD LOT 72 ALSO TH E SOUTHERLY 9 FT OF LOTS 73 & 74

Parcel 4-82 – 6,379 SQ FT
DOUSMANS ADD LOT 71

Parcel 4-81 - 6,379 SQ FT
DOUSMANS ADD LOT 70

Parcel 4-80 – 12,096 SQ FT
DOUSMANS ADD LOT 69 & THE NLY 44 FT OF LOTS 67 & 68 & THAT PRT OF E1/2 OF VAC RD ADJ & DESC IN 1501269