MINUTES OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

THURSDAY, JANUARY 27, 2022, 1:30 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: 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: Ald. Barbara Dorff, Matt Schueller, Gary J. Delveaux, Deby Dehn, and Brighid Riordan, Excused: Melanie Parma and Kathy Hinkfuss
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 January 27, 2022, meeting of the Redevelopment Authority.

Moved by Matt Schueller, seconded by Brighid Riordan to approve the agenda. Motion Passed. Yes- Barbara Dorff, Gary J. Delveaux, Matt Schueller, Deby Dehn, Brighid Riordan, No- None, Abstain- None.

D. REGULAR BUSINESS.

1. Consideration with possible action on a request to assign TID increment for the Legacy Hotel project at 1004 Brett Favre Pass.

Moved by Ald. Barbara Dorff, seconded by Matt Schueller to approve the collateral assignment of TIF

payment rights as requested by the Developer, and the addition of guaranteed minimum payment language to Section III of the development agreement as presented, subject to review by the City Attorney. Motion Passed.
Yes- Barbara Dorff, Gary J. Delveaux, Matt Schueller, Deby Dehn, Brighid Riordan, No- None, Abstain- None.

2. Consideration with possible action regarding a request for a planning option by On Broadway Inc. on RDA-owned properties on Chestnut Avenue including parcels 4-91, 4-91A, 4-79, 4-77, 4-78, 4-161, and 4-160.

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

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

Moved by Ald. Barbara Dorff, seconded by Matt Schueller to approve a one-year planning option to On Broadway, Inc. for parcels 4-91, 4-91A, 4-79, 4-77, 4-78, 4-161, and 4-160 as amended to remove all references to the $500.00 planning option fee. Motion Passed.
Yes- Barbara Dorff, Gary J. Delveaux, Matt Schueller, Deby Dehn, Brighid Riordan, No- None, Abstain- None.

Brighid Riordan announced that she resigned from On Broadway, so she is able to vote on this item.

Moved by Ald. Barbara Dorff, seconded by Matt Schueller to amend the previous motion by adding a nominal planning option fee of $5.00. Motion Passed.
Yes- Barbara Dorff, Gary J. Delveaux, Matt Schueller, Deby Dehn, Brighid Riordan, No- None, Abstain- None.

E. INFORMATIONAL.

1. Director's report and project updates.

Neil Stechschulte presented the Director's report and project updates.

2. Next Regular Meeting: February 8, 2022 at 1:30 PM

F. ADJOURNMENT.

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

VERBATIM MINUTES

- I think we go ahead and get recording here, there we go. Very good. Thank you, Steph. We will start with a roll call. Delveaux?

- Yes.

- Schueller?

- Here.

- Dorff?

- Here.

- There she is. Dehn?

- Here.

- Hinkfuss? She's excused. Parma? She is excused. Riordan?

- Here. We have a quorum, sir.

- Excellent. Motion to approve the agenda, please.

- So moved.

- Matt?

- Second, Brighid.

- Thanks, Brighid. All those in favor signal by saying "Aye."

- [All] Aye.

- Board motion carried, thank you. Regular business number one; Consideration with possible action on a request to assign TID increment for the Legacy Hotel project at 1004 Brett Favre Pass.

- Yep, absolutely. Thank you, Mr. Chair. I'll provide a brief overview of this one. This is essentially an action that is provided for in the original approved agreement. Essentially, what the developer is doing is instead of having and requesting that their payment be sent, their TID payment on an annual basis, be sent directly to them, they are asking to assign that benefit directly to their lender. So the TID payment would simply go to their bank instead of to them as the developer. So again, that essentially just provides, I think, an additional level of security for with their lender. Staff has reviewed that request and we've had no concerns with that particular aspect. Also, really, that could have been done just as a separate assignment document and been simple enough, but as part of that, their lending institution also requested that staff legal counsel to in review and add a specific minimum guarantee language in terms of what that payment would be. So that is actually an amendment to the agreement by adding a guarantee on the $21 million. So that but it was never actually solidified with an actual guarantee language. So that is the language that has been added to the specific development agreement for this project. So Joanne has reviewed a majority of these language. We have kind of one last set of reviews that we think, we're fairly sure, 90% sure, is exactly the same and matches what you've got, but would like one last opportunity to have her review that and ensure that that matches. So we would be recommending approval subject to one last review by the city attorney.

- Thanks.

- And available for question.

- Also in the attachment of the building, which I think are very attractive, but anyway, everybody's reviewed it. As for the change, it doesn't sound like nothing earth shattering in my mind. But anyway, the question and comments please.

- Yeah. Just a question to Neil or whomever, because it does sound a little bit, I think, like belts and suspenders, is the term I would use here, but if I just understand it, what we're guaranteeing to the lender is assuming the project has a guaranteed assessed value of 21 million or more, then the TID payment, that the increment payment that would go back to the lender would be X, based on assuming there's a guaranteed assessed value of 21 million. Do I have that correct?

- That's pretty close, Mr. Schueller. In terms of what we're looking at, is we actually, with this language, what it adds is actually, if it does not meet that guarantee, we have the ability to build them essentially for that difference so we have that revenue, and then at that time, we are guaranteed essentially to have the revenue then to make the minimum requested payment that they are asking based on the $21 million value.

- Got it.

- A little bit but-

- And so it simply doesn't create any additional liability for the city by including that language?

- No. Other than in maybe in an administrative action of having to issue an invoice if there is in fact the shortfall, which we have done in other agreements still.

- Okay. Got it.

- And what's good is that it's a big old TIF, which are the ones, of course, we like very much so that's great. Joanne, shaking her head? Yeah, she's happy. If she's happy, that's number one on this.

- Always a good sign, absolutely. Always!

- To weigh into the conversation, yes. No additional, no liability and the specificity I don't think would be in the assignment and the consent from agreement. We are not agreeing to any additional liability on the part of the city except for provided in the consent agreement. Essentially, we are just agreeing to, instead of making the payments to the developer, we're making the payments to the lender.

- Sure.

- the same thing. It makes sense.

- Like a motion?

- Yeah, sure.

- Okay. I would to approve that we, I'm trying to get back to my agenda, I'd like to move to approve that we request to assign TID increment for the Legacy Hotel project at 1004 Brett Favre Pass.

- Okay. There's a motion. Is there a second?

- Second.

- Second by Matt. Questions or comments on the motion? If not, all those in favor signal by saying "Aye."

- [All] Aye.

- Matt is drinking your poppy, I didn't hear you say aye.

- Aye.

- I'm just teasing ya. Opposed? All those in favor signal by saying "Aye." Oh, wait, wait, we said that. Motion carried. Thank you. Alright. I had a tease Matt there. Somebody has to.

- Oh, it's all fair game.

- Agenda Item number two; Consideration with possible action regarding a request for a planning option by On Broadway Inc. on RDA-owned properties on Chestnut Avenue including parcels 4-91, 4-91A, 4-79, 4-77, 4-78, 4-161, and 4-160.

- Thank you, Mr. Chair. Just a brief overview. Hopefully every regarding a little project that may be coming on and going on down On Broadway, specifically related to the old redevelopment of the Old Fort Square project into a public market project that would be owned and operated by On Broadway. Essentially with this agreement that we have brought forward to you today is our standard planning option agreement for the RDA-owned property that are immediately behind this building that is currently used for parking area. There would be essentially, these areas that could potentially become the location for, I think they refer to it as the sister project to the market redevelopment here in terms of, I think, uptake the project being at least, considered for that site, is a 90-unit residential mixed-use building on that spot immediately behind that that would kind of be possibly physically connected to the market, but certainly in near proximity that those residents would be able to take advantage of and share the access of what some of the users would be at the market. But in order to allow them to proceed, in continued conversations certainly with the city, as well as their lender and other folks, they are requesting a planning option on those RDA-owned properties. Staff will also be working with OBI. There are also some City of Green Bay-owned properties in that same immediate area that we will be operating, probably taking through the Economic Development Authority for a similar planning option on going forward. So this essentially kind of allows them and guarantees them that there won't be anything else happening to those particular properties and allows them to work with a private developer, who they actually do have someone in mind at this point, and has actually expressed some interest in developing a project in the site. So this will simply allow that planning process to move forward without concerns of someone else jumping in and doing something on those properties with the city. So I know there are several member representatives from On Broadway who are here on the call and certainly and probably would be certainly available to provide an overview of the project if you missed it yesterday or at least to certainly answer some questions.

- Well, first of all, congratulations on a lot of hard work. It's a super, super project and I loved their write up today in the press to that and the news conference. You guys did a lot of work behind the scenes and wow, I suppose, exciting as it gets. We can hardly wait to get going on this, but that's, Matt, I'm sure you wanna add to that, but anyway, anyone wanna comments about the project before we can get into details? I mean, I did send some fantastic congrats on the hard work.

- Do we need to open the floor or not?

- Ah, I don't see a reason to, but we can. I don't know if there's anybody out there that wants to, oh, I see. Yeah. Well, yeah, probably for developer's perspective. I got ya.

- Okay.

- Yeah, Dorff, you're right.

- Okay, I make a motion to open the floor.

- Second.

- Second by Matt. All in favor signal by saying "Aye."

- [All] Aye.

- Motion carried. We are to public. Brian?

- Thank you, Chair. Obviously, we're happy to provide an overview, but that's, you know, the public market project isn't necessarily as critical to the planning option on this other than the fact that the reason we are requesting the planning option is because we want to ensure that whatever development goes on that site meets the mutual needs of not only that new development, but that of the public market as well. And so we do have a developer that we've recruited and we've been working with on this particular site that we think is gonna compliment everyone's needs, including that of the district as a whole. And so I did review the agreement, you know, everything about it. I think it looks good to me. While certainly not the hill that I'm gonna die on today, there would be maybe one request that I would ask the RDA to consider and I believe it's standard language, the $500 deposit, but recognizing that we are a business improvement district, in some sense, almost an extension or an arm of the city, trying to do good things for the city, it would be nice to not have to pay the $500. What I presume is a non-refundable deposit, I think it's a fee. And I'll let the director clarify that, but that's a nice to have not a have to have.

- I believe Ollie Johnson is correct on that. They said it's just usually our standard fee for registering those, but certainly we would be willing to do whatever the RDA's desire would be on that where again, we would be in the same position as Ollie Johnson , not a hill where .

- It would be $500 less that we would have to raise for our capital campaign, which is, you know, every little bit counts.

- That's true.

- I'd like to make a motion to modify the agreement and to remove the words, "tender to the RDA the sum of $500 ."

- I thought we had to get back to regular order business before we can-

- Oh, sorry. You're right, you're right. I'll make that motion when we back to regular order. Sorry.

- Thank you, Alder.

- Any other comments, questions while we got the executive director On Broadway and-

- Maybe-

- I would just defer chair. I know Garritt Bader is obviously a member of our board of directors. He and I have been working on this project closely together. I just didn't know if there was anything else he would want to add before you close the floor.

- Sure.

- And I almost believed nothing from here for those that saw the news yesterday. Of course, exciting, we're very thrilled for it. And as Brian said, the productivity of this parcel to the market is our primary objective here. So as we continue working with the proposed developer of that property, I think we could easily come back here in the coming months and maybe modify or alter some things based on how those discussions go, but for now, at least it locks it in so we can verify with our designers and our architects on mutual.

- Okay.

- A quick shot of what the project looks like.

- And a quick question, it could be Neil, it could be Brian, it could be Garritt. The parcels that are listed in the motion, I didn't know from a map standpoint, are those basically what defines that parking lot that's back behind the Old Fort Square building, or are these parcels something else? And making sure I understand what the RDA actually owns.

- Yep. These are, and I can actually bring up a map here-

- Yes, do.

- But there is, yeah, these are primarily the parking area behind this particular section. That, in addition to the city-owned parked parcels. Several of them are RDA-owned, and I think it's just the timing of how some of these parcels came into, the City of Green Bay itself actually owns the other ones here. But I will, I can actually bring a map up. As soon as I have that, I will show that to everyone here.

- And in today's paper, it said that some of those parking spots are used by residential people. Is that correct?

- Yeah. Gary, there's some agreements there with both the Platten Place building, and Old Fort Square uses that, a lot so there's some title stuff that we would need to work on that. However, ironically, one of the owners of Platten Place, new owners, was there at the press conference yesterday, spoke just absolutely enthusiastically about this. He's like, "We'll work to modify and make things happen to do it." So there's some of that work we'll have to do but-

- Sure. And that's the whole idea of the planning option is that you have a year to work out those details and make sure everybody's covered.

- And I think Garritt also speaks again to why we're pursuing the planning option versus having the developer come to you directly, because we recognize that there are parking needs within the district that also need to be met and we just really want to make sure that we're influencing that outcome.

- Excellent.

- So do you have the map, Neil?

- It's just sort of getting everything onto the right screen here, Mr. Chairman. One second here. So we're gonna go to here. I believe it's screen one. Let's see if this works. Alright. So here to make sure I've got the right bearing. Here we go. Alright. Here is the old building right here. Look at that. So here is the main structure right here.

- Yes.

- So you'll see the RDA-owned lots are actually kind of on this end of things here, these properties right here, kind of in this corner, so these would be the properties that are listed in here. So some of these may not even be involved eventually in the project, but at some point until we have a comprehensive view on exactly what's going to happen on these, the staff felt that it was important to include all of them at this time. These other properties here, City of Green Bay, 1, 2, 3, 4 properties here, this is likely the area. Again, these will be taking through at requesting a similar planning option, probably on the exact same language, but running it through the Economic Development Authority here in the coming weeks.

- Okay. Okay.

- So let me see if we can kind of zero in here, this is all parking area.

- Great speech. Very good.

- Does that answer your question, Mr. Schueller?

- That sure does. Thank you, Neil.

- Okay.

- Okay. Any other questions for the executive director or the developer? If not, can I get a motion to get back to regular order business?

- I move.

- Alder Dorff.

- Second.

- Okay, Matt, I'm sorry.

- Motion to second to go back to regular order business, all those in favor signal by saying "Aye."

- [All] Aye.

- Opposed? Motion carried. So we are back to regular order business and now entertain a motion.

- Okay. I'll make a motion to amend the agreement and I'm looking at it and trying to figure out if I'm taking out the exact correct words, that under "EXECUTION OF AGREEMENT," we keep "The DEVELOPER shall, shall upon execution of the Agreement," and then cross out "tender to the RDA the sum of $500 ," keep the execution of agreement, "for the granting of planning rights as set forth herein and effective as of the date first written above to February 1st, 2023," and then cross out, "The sum tendered to the RDA shall be deposited into an RDA bank account." And then the rest keep. I think that's right. Somebody check that over, okay?

- Yeah, I believe that's correct, Alder Dorff. I think it's the motion just as you said, to remove the reference to the $500 submittal fee. Attorney Bungert and I will remove the irrelevant language.

- Okay. Okay. I move that we remove all references to the $500 fee.

- There's a motion.

- I'll second that motion.

- And then a second to the motion. Questions or comments with regard to the motion? If not, all those in favor signify by raising your hand? We'll raise our hand for a change. Raise our hands.

- But Deby can't.

- I can't.

- Okay.

- I have a problem.

- Of course.

- Anybody against the motion? If not, the motion is carried. Thank you.

- This is for the record. Gary, I just wanna mention, I did resign from On Broadway on Monday. I have to limit the things I can do. So I feel like I can vote on that one. I just wanted to-

- Oh, very good.

- Thank you for noting that, Brighid. Appreciate it. We'll make sure the minutes reflect that.

- I think, you know, by us dropping the $500 requirement, I think it should be noted that it's kind of an exception, but because of the circumstances with On Broadway, et cetera, we can decide on every planning option whether we want to do to that or not, so this is kind of an exception but-

- The dropping of the $500 is appropriate. However, I would recommend then amending it further and putting in at least the nominal fee. And the reason is, if there isn't any kind of consideration, meaning a pay within the agreement, it could make or render the agreement unenforceable, which is detrimental to both parties. So it can certainly, it doesn't have to be $500 so that motion is fine, but then I would recommend that the RDA pick a nominal fee, I would suggest $5, just so there is some sort of monetary exchange to support enforceability of the options.

- So should I withdraw that amendment and just replaced 500 with five?

- I think the particular way would be to do a motion to reconsider, but I think it might just be simpler to just, you can either do a motion to reconsider and then redo it or you can make a motion to add in a nominal fee of $5.

- Okay. 'Cause right now, we don't have any fee. So I would like to make a motion to add in a nominal fee of $5, but then still don't we have to vote in it as amended?

- Yes.

- Yes. Okay. So I will do that. I make a motion to add in a nominal fee of $5 instead of 500.

- Can I just-

- Garritt?

- Quick question. Can we not just make it for good and valuable consideration like most other agreements, where it's noted that there's consideration without an actual dollar being exchanged?

- That actually isn't supported under law, you do actually have to have, courts have found that just saying, "for good and valuable consideration," without actually there being any, you have to actually point to some sort of consideration, meaning that both parties are exchanging something. So the city is agreeing to not develop and in exchange the person who's receiving the option is paying a fee for that.

- Okay. So we have a motion for a $5 fee and I think Matt you said your "Second?"

- I'll second that.

- Any comments or questions in regard to the motion? If not, all in favor of the motion signal by saying "Aye."

- [All] Aye.

- And closed. Motion carried. Alright. Thank you. Keep up the great work guys. Good luck. It's a very, very exciting project.

- Thanks.

- Thanks.

- Alright. And I think I saw the only two regular order business we have, except we get another report from the executive director. Director's report and project updates, please.

- Just one primary update for this one. Obviously, one of the things we were anticipating having on this particular agenda was an update to the TWG Fort Rail Yard project. We're just continuing to work with the developer here on kind of finalizing that agreement. That zoning has been approved. That has gone through City Council, it's two readings. However, the staff has had made some requests of extra information from the developer prior to bringing it back and finalizing. These two items particularly are kind of some outstanding, I guess, some maintenance clarifications on some things that are going on at the Broadway Lofts in terms of getting that approved by our chief building official is one thing we have asked for. And then the other item is we have actually asked for a financial justification, some financial numbers on their request to basically request an extension of the existing TIF District by three years. So we kind of said, "That's something the city is willing to do, but we need financial justification before we approach anyone on the Joint Review Board for that information." So we are still waiting for that information, we have not received that at this time. So as soon as those two items are received, we will be bringing that final revised agreement back to this body for one last look before sending it on to council, that's our current intention.

- You like talked briefly about this earlier; and how long ago did you request this? I mean, they haven't been very responsive, have they?

- This was before the holidays, I think it was around mid-December. It was right after our, I believe right after our December RDA meeting. Again, the RDA actually requested, you know, signaled that this could proceed, but was based on staff's kind of actually clarifying and getting that last information that we have so we have been attempting to pursue that. Obviously with the holidays in the middle, we've been waiting, but now here we are at the end of January. We're kind of understanding that they had some deadlines in terms of wanting to get something done in terms of keeping their financing moving, so we're hoping, I think there has been a little bit of change of staff contact and our understanding from the developer standpoint that hopefully that will resolve any outstanding issues and we'll have something here very shortly back to have that proceed. But again, so if anyone has questions, we have a staff, me, myself personally, has not asked that this be moved forward until those issues have been addressed.

- And they have to be addressed before we can move forward. Just a thought, you know, if they continue to not even respond to your requests, which is strange, maybe a letter from the mayor or something like that. And then you got another avenue, I'm just thinking another avenue or myself in the mirror signing, I don't know, but I just as surprised that they aren't being responsive and what you're asking is exactly what we talked about in our RDA meetings. There's nothing surprises here. So good luck with that, but wow. A little disappointed they haven't responded to your request.

- So we're hopefully gonna have that hopefully corrected and maybe have something back for our next RDA meeting is our hope so.

- You've been busy. Other things you want to give us an update on?

- Obviously, they're just kind of getting ready to leap into next year here. I think we'll be looking at things coming up. You know, we're still anticipating the Legacy Project moving forward. The Shipyard Project, we're currently reviewing parks and engineering and planning is all reviewing the 85% complete plans for the public improvements that are scheduled to begin this spring. So hopefully we'll have that design finalized here in the next couple of weeks and try to actually have that project bid 'cause it's coming up here before the end of February. So that would include the marina, the kayak launch, the trail, the waterfront trail, some of the other waterfront improvements. So we're excited to get that foaming and I think folks will be excited to actually see some project work actually being worked on out there at the Shipyard. So we're excited to keep those things moving. Obviously, between that one specifically as well as, obviously, now the Public Market Project, I guess the last large project from a coal pile standpoint, we are continuing to work with. I know that Brown County is proceeding with some engineering, soliciting some engineering work for the redevelopment of the Pulliam sites. That acquisition certainly will not happen by the County until we've had another financing opportunities possibly announced, which I think our latest information from the state is that the Neighborhood Investment Grant program, which we both the city and county have applied for a considerable amount of funds, essentially won't get announced until, I think, the third week of February at this point. So that's kind of our, that's the first domino, is actually being able to proceed with the acquisition, is to have those funds be get announced and approved then, certainly, that flurry of activity would begin as soon as that was done, including not only from the county working on the Pulliam Plant site, but also with the city staff working directly with C Reiss Coal Company in terms of evaluating their current site, working on appraisals, beginning to figure out exactly how to transfer that site over to the city, if and when they can move to the Pulliam site. So once that one breaks and that acquisition happens, there's gonna be a whole bunch of stuff that's gonna be hoped for. We're cautiously optimistic. We've been this far down the road before on this one. Hopefully, if that funding comes through, we think that's going to clear the path for that project to begin moving forward as well.

- Thank you. It's moving slow but sure, but it's moving. Okay. At our next meeting, February 8th, we're gonna get an update on all the properties that we own and the plans, et cetera.

- Yes, sir. That is correct. We have Ronda Bitney on our staff has actually prepared the summary of that report. We're kind of formatting that. It's kind of a great big spreadsheet right now that's gets a little unwieldy, and so we're trying to kind of refine that down into a little bit more usable report for RDA members to consume. We'll certainly have that detailed table available at the meeting if anyone has specific questions. We're trying to get that condensed down into an actual, a little bit more readable report for the RDA members. But that should be ready to go for the meeting on the 8th.

- I hope you can make it on the 8th because I think I could use some good background for the older properties we own and some strategies on how we're gonna get them back in the tax rolls, if you will. I mean, I just good background information for all the members, that it. We're looking forward to that. Any other questions or comments? If not, I entertain a motion to adjourn.

- Adjourn.

- I'll make the motion.

- Matt-

- Give it to Matt. Second.

- Demanded and seconded by Alder Dorff. All of those in favor signal by saying "Aye."

- [All] Aye.

- So we are adjourned.

- Thank you.