

PUBLIC NOTICE

PUBLIC NOTICE is hereby given that a special meeting of the Common Council of the City of Platteville shall be held on Thursday, June 29, 2017 at 5:00 PM in the Police Department Conference Room, 165 N. 4th Street, Platteville, WI.

COMMON COUNCIL AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. WORK SESSION – Memorandum of Agreement – Former Pioneer Ford Site [2/28/17]

IV. ADJOURNMENT

If your attendance requires special accommodation, write City Clerk, P.O. Box 780, Platteville, WI 53818 or call (608) 348-9741 Option 6.

City of Platteville
STAFF REPORT AND FISCAL NOTE

Original Update

Title:

Memorandum of Agreement - Former Pioneer Ford site

Policy Analysis Statement:

Brief Description and Analysis of Proposal:

The City received CDBG monies to assist with the acquisition and redevelopment of the former Pioneer Ford site. As part of the CDBG requirements, the City conducted an environmental review of the properties, which included a Section 106 review for potential impact on historic properties. The environmental review was conducted by the City in November of 2015, and indicated that no historic properties would be negatively impacted by the proposed project. This finding was confirmed by Chip Harry L. Brown III, the Senior Compliance Officer at the State Historic Preservation Office.

Since that time, the Historic Preservation Commission submitted an appeal of that decision to the State Historic Preservation Office (SHPO) and the Advisory Council on Historic Preservation. The appeal is specifically related to the former Samuel Moore House/Gates Hotel at 41-55 S. Oak Street. The SHPO office has now given the opinion that the property may be eligible for listing on the State Register and National Register of Historic Places. Based on the new opinion and information, the City is making attempts to reduce the negative impact of the redevelopment project on that property.

The City is now required to complete a Memorandum of Agreement (MOA), developed in consultation with the SHPO and other consulting parties, to address the potential negative impacts on the Gates Hotel property. The completion of the MOA is required to complete the requirements of Section 106 of the National Historic Preservation Act.

As part of the MOA, the City is agreeing to take the following actions:

- A. The City shall negotiate with General Capital Group regarding potential modifications to the Project and the Development Agreement, dated February 28, 2017, that could result in separating the Hotel property from the Project. Separating the property would allow the Hotel structure to remain, rather than being demolished. If the negotiation results in an agreement to modify the Project and Development Agreement, the City would separate the Hotel property from the Project and seek a different developer to purchase, retain and remodel said structure.
- B. If the City and General Capital Group are unable to reach an agreement to modify the Project and amend said Development Agreement, then the City will make the Hotel building available to another developer or entity that would relocate the structure off the site. The City would conduct a Request for Proposals process in an attempt to find and select a developer for that undertaking. An easement protecting the historic features of the Hotel building would be placed on the structure as a condition of the transfer of ownership and relocation of the building.
- C. If the Request for Proposals process does not result in the selection of a developer that is interested in, or capable of, moving the Hotel structure, then the City will document the structure through photos, drawings, etc. This information will then be sent to the SHPO as part of the official record of the property.
- D. The City will salvage, or make available for others to salvage, material deemed to have historic or re-use value from the Hotel building prior to demolition of the structure.
- E. If human remains or Native American cultural items are discovered at any time during the implementation of the Project, the City shall notify the Miami Tribe of Oklahoma, the Winnebago Tribe of Nebraska, and the SHPO. The City will consult with the Tribes and the SHPO regarding the treatment and disposition of the human remains and artifacts. The applicable provisions of federal, state and local laws will be followed.

Amending the Development Agreement with General Capital could create a problem with WHEDA regarding the approved tax credits for the project. The project as submitted to WHEDA included the Gates Hotel property being used for parking to support the project. Removing that property would require approval by WHEDA, and would require the City and/or General Capital to take additional actions, including the following: the proposed parking spaces would need to be provided in another location to support the project, and the value of the Gates Hotel property (\$107,000) would need to be replaced via a payment or other equivalent land value.

In addition, the approved PUD also included that building being removed and replaced with parking and improved access to Oak Street. If that building remains, the site access would be negatively impacted and the amount of parking would be reduced. The prior PUD zoning approval would need to be revisited by the Plan Commission and Council.

Also, the clearance of the Gates Hotel property was included in the scope of work identified in the Site Assessment Grant and CDBG grant. The City may need to receive approval from the WEDC and Department of Administration to amend the grant agreements for a different project scope.

Approving the MOA doesn't automatically dictate the amendment of the project. The City would be agreeing to take the steps outlined in the agreement, but wouldn't be bound to a particular action.

Recommendation:

Staff recommends approval of the memorandum of agreement.

Impact of Adopting Proposal:

The impact of adopting the request will maintain the City's compliance with the Section 106 review requirements.

Fiscal Estimate:

<p><u>Fiscal Effect (check/circle all that apply)</u></p> <p><input checked="" type="checkbox"/> No fiscal effect</p> <p><input type="checkbox"/> Creates new expenditure account</p> <p><input type="checkbox"/> Creates new revenue account</p> <p><input type="checkbox"/> Decreases expenditures</p> <p><input type="checkbox"/> Increases revenues</p> <p><input type="checkbox"/> Increases/decreases fund balance - _____ Fund</p>	<p><u>Budget Effect:</u></p> <p><input type="checkbox"/> Expenditure authorized in budget</p> <p><input checked="" type="checkbox"/> No change to budget required</p> <p><input type="checkbox"/> Expenditure not authorized in budget</p> <p><input type="checkbox"/> Budget amendment required</p> <hr/> <p><u>Vote Required:</u></p> <p><input checked="" type="checkbox"/> Majority <input type="checkbox"/> Two-Thirds</p>
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Narrative/assumptions About Long Range Fiscal Effect:

Approval of the request should not have a fiscal impact.

Expenditure/Revenue Changes:

Budget Amendment No.				No Budget Amendment Required <input checked="" type="checkbox"/>				
Account Number				Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
				Totals				

Prepared By:

Department: Community Planning & Development	Date: June 21, 2017
Prepared By: Joe Carroll	

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF PLATTEVILLE,
THE WISCONSIN STATE HISTORIC PRESERVATION OFFICER,
THE MIAMI TRIBE OF OKLAHOMA,
AND THE WINNEBAGO TRIBE OF NEBRASKA
REGARDING THE FORMER PIONEER FORD SITE REDEVELOPMENT PROJECT
AND THE SAMUEL MOORE HOUSE/GATES HOTEL AT 41-55 S. OAK STREET

WHEREAS, the City of Platteville (City) plans to carry out site clearance and environmental remediation activities, including building demolition, for several properties in downtown Platteville. These activities will allow for the construction of a mixed-use building, related parking areas and open space, collectively to be known as the Pioneer Square Apartments, which will be constructed by General Capital Group. The properties included within the site are 41-55 S. Oak Street, 70 S. Oak Street, 75 S. Oak Street, 85 S. Second Street, 50 S. Water Street and 70 S. Water Street (the Project); and

WHEREAS, the City plans to partially fund the Project using funds from a Community Development Block Grant, thereby making the Project an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. § 470f, and its implementing regulations, 36 C.F.R. Part 800; and

WHEREAS the City has defined the undertaking's area of potential effect (APE) as described in Attachment A; and

WHEREAS the City has determined that the undertaking may have an adverse effect on the Samuel Moore House/Gates Hotel property at 41-55 S. Oak Street (Hotel), which may be eligible for listing in the National Register of Historic Places, and has consulted with the Wisconsin State Historic Preservation Office (SHPO) pursuant to 36 C.F.R. part 800; and

WHEREAS the City has consulted with the applicable Native American Tribes, and has invited the Miami Tribe of Oklahoma and the Winnebago Tribe of Nebraska to sign this Memorandum of Agreement (MOA) as invited signatories. The Tribal Historic Preservation Officer (THPO) for each Tribe will be the point of contact regarding the Project; and

WHEREAS the City has consulted with the Platteville Historic Preservation Commission (HPC) regarding the effects of the undertaking on the Samuel Moore House/Gates Hotel property at 41-55 S. Oak Street, and has invited them to sign this MOA as a concurring party; and

WHEREAS in accordance with 36 C.F.R. § 800.6(a)(1), the City has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination providing the specified documentation, and the ACHP has concluded that Appendix A, Criteria for Council Involvement in Reviewing Individual Section 106 Cases, "Protection of Historic Properties" (36 CFR Part 800), does not apply to this undertaking. Accordingly, ACHP has chosen not to participate in the consultation;

NOW, THEREFORE, the City, the SHPO, and the THPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

I. STIPULATIONS

The City shall ensure that the following measures are carried out:

- A. The City shall negotiate with General Capital Group, the developer of the APE site, regarding potential modifications to the Project and the Development Agreement, dated February 28, 2017, that could result in separating the Hotel property from the Project. Separating the property would allow the Hotel structure to remain, rather than being demolished. If the negotiation results in an agreement to modify the Project and Development Agreement, the City would separate the Hotel property from the Project and seek a different developer to purchase, retain and remodel said structure.
- B. If the City and General Capital Group are unable to reach an agreement to modify the Project and amend said Development Agreement, then the City will make the Hotel building available to another developer or entity that would relocate the structure off the site. The City would conduct a Request for Proposals process in an attempt to find and select a developer for that undertaking. An easement protecting the historic features of the Hotel building would be placed on the structure as a condition of the transfer of ownership and relocation of the building.
- C. If the Request for Proposals process does not result in the selection of a developer that is interested in, or capable of, moving the Hotel structure, then the City will document the structure through photos, drawings, etc. This information will then be sent to the SHPO as part of the official record of the property.
- D. The City will salvage, or make available for others to salvage, material deemed to have historic or re-use value from the Hotel building prior to demolition of the structure.
- E. If human remains or Native American cultural items are discovered at any time during the implementation of the Project, the City shall notify the Miami Tribe of Oklahoma, the Winnebago Tribe of Nebraska, and the SHPO. The City will consult with the Tribes and the SHPO regarding the treatment and disposition of the human remains and artifacts. The applicable provisions of federal, state and local laws will be followed.

II. DURATION

This MOA will expire if its stipulations are not carried out within five (5) years from the date of its execution. At such time, and prior to work continuing, the City shall either (a) execute a MOA pursuant to 36 C.F.R. § 800.6, or (b) request, consider, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. Prior to such time, the City may consult with the other signatories and invited signatories to reconsider the terms of the MOA and amend it in accordance with Section VI below. The City shall notify the signatories as to the course of action it will pursue.

III. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the City

shall notify the SHPO and THPO's and consult with them to determine an appropriate response.

IV. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires or is terminated, the City shall provide all parties to this MOA a summary report detailing work carried out pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the City's efforts to carry out the terms of this MOA.

V. DISPUTE RESOLUTION

Should any signatory or invited signatory to this MOA object at any time to any actions proposed, or the manner in which the terms of this MOA are implemented, the City shall consult with such party to resolve the objection. If the City determines that such objection cannot be resolved, the City will:

- A. Forward all documentation relevant to the dispute, including the City's proposed resolution, to the ACHP. The ACHP shall provide the City with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the City shall prepare a written response that considers any timely advice or comments regarding the dispute from the ACHP, signatories, invited signatories and concurring parties, and provide them with a copy of this written response. The City will then proceed per its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day period, the City may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the City shall prepare a written response that considers any timely comments regarding the dispute from the signatories, invited signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.
- C. The City's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

VI. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories and invited signatories. The amendment will be effective on the date a copy signed by all the signatories and invited signatories is filed with the ACHP.

VII. TERMINATION

If any signatory or invited signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Section VI, above. If within thirty (30) days (or another period agreed to by all signatories and invited signatories) an amendment cannot be reached, any signatory or invited signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, the City must either (a) execute an MOA pursuant to 36 CFR § 800.6, or (b) request, take into account, and respond to the

comments of the ACHP under 36 CFR § 800.7. The City shall notify the signatories as to the course of action it will pursue.

EXECUTION of this MOA by the City, SHPO and THPO's and implementation of its terms evidence that the City has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

City of Platteville

Karen Kurt, City Manager

Date: _____

Wisconsin State Historic Preservation Officer

Chip Harry L. Brown III

Date: _____

INVITED SIGNATORIES:

Miami Tribe of Oklahoma

Diane Hunter, Tribal Historic Preservation Officer

Date: _____

Winnebago Tribe of Nebraska

Randy Teboe, Cultural Preservation Director/Tribal Historic Preservation Officer

Date: _____

CONCURRING PARTIES:

Platteville Historic Preservation Commission

Ken Kilian, Chairman

Date: _____

Attachment A: Area of Potential Effect



