NOTICE OF PUBLIC MEETING

Pursuant to Section 19.84, Wisconsin Statutes, notice is hereby given to the public that a special meeting of the Redevelopment Authority of the City of De Pere will be held on October 2, 2012 at 4:00 p.m. in the City Hall Council Chambers, 2nd floor of City Hall, 335 South Broadway, De Pere, WI 54115.

* Items with an asterisk require City Council Approval

AGENDA FOR SAID MEETING:

Roll call.

1. Review the Redevelopment Agreement for Dutch Boyz Development, LLC for project located at 500 Main Avenue.

2. Resolution RDA-12-02, Authorizing the Redevelopment Agreement Between Gerald G. Van Dyn Hoven, Dutch Boyz Development, LLC, the Redevelopment Authority of the City of De Pere and the City of De Pere (500 Main Avenue). *

3. Adjournment.

Ken Pabich
Director of Planning and Economic Development

Notice is hereby given that a majority of the members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject(s) over which they have decision-making responsibility.

Any person wishing to attend this meeting who, because of disability, requires special accommodation should contact the City Planner’s office at 339-4043 by Noon, Monday, October 1, 2012, so that arrangements can be made.

AGENDA SENT TO:
Redevelopment Authority Members
Alders
Department Heads
TV & Radio Stations
News Media
Brown County Library, De Pere Branch
De Pere Area Chamber of Commerce

ITEM 1:
Gerald Van Dyn Hoven
Dutch Boyz Development, LLC
100 Wolf River Drive, P.O. Box 526
Fremont, WI 54940
October 2, 2012

To: City Council
    Redevelopment Authority

From: Ken Pabich, Director of Planning and Economic Development

RE: Development Agreement for 500 Main Avenue

I am pleased to provide the development agreement for the redevelopment of 500 Main Avenue. The project will remove the existing buildings on 500 Main Avenue and 111 N. 5th Street. The redevelopment will include a new 3-story building. The first floor will have 3 commercial spaces. Two of these commercial spaces are under contract. The second and third floor will be for apartments which will include (10) two-bedroom and (2) one-bedroom units. The unique part of this project is that it will also include underground parking that will be used by the tenants. The new building will have a total square footage of 30,666 sq. ft.

Under the development agreement, the project will have a guaranteed assessed value of 2 million dollars. The developer’s grant is $675,000, which is made in three payments based on key construction milestones. The milestones are defined as (1) upon completion of footings and foundation, (2) mechanical rough-in, and (3) upon issuance of the certificate of occupancy.

Staff wants to make the RDA and City Council aware that under this agreement, the overall incentive has a negative cash flow of $90,000 with the current economic conditions. This means if the economic conditions remain flat over the life of TID #9 (27 years), there would be a balance remaining. To address this potential shortfall, the City needs to ensure future projects in the district to help balance this need. In essence, a future project may not receive the same level of assistance.

Staff recommends supporting this agreement for a number of reasons.
1. The project has significant increase in cost due to the underground parking. From a design and parking need, staff feels the underground parking is critical for the future build-out of the downtown district. In essence, we want to promote more development verses more parking lots.
2. The project is the first project in the TID #9 and provides a critical stimulus for future improvements within the district.
3. The project matches the recommendations in the Downtown Master Plan and serves as a critical “book end” for the north side of Main Street. The north side of Main Street was defined in the Master Plan as an important area to help define Main Avenue and the downtown.
4. While the potential for a shortfall exists, staff believes there are significant opportunities in the downtown that will minimize risk to the district.

Recommendation
Staff is recommending that the development agreement be approved.
(500 Main Avenue)

THIS REDEVELOPMENT AGREEMENT is entered into as of this _____ day of ____________________, 2012 by and between Gerald G. Van Dyn Hoven, an individual, Dutch Boyz Development, LLC, a Wisconsin limited liability company (individual and collectively referred to as Developer), the Redevelopment Authority of the City of De Pere (Authority) and the City of De Pere, a Wisconsin municipal corporation (City).

RECITALS

A. Developer is the owner of Parcels WD-389-2 and WD-389-2-1, comprising approximately .343 acres of land located within the Rehabilitation District approved by the Authority on July 23, 2012, at 500 Main Avenue (the Property). A certified survey map showing the Property is attached as Exhibit A.

B. Pursuant to Wis. Stats. §66.1105, the City created Tax Incremental Financing District No. 9 (TID #9) on August 13, 2012 (the District) and adopted a Project Plan for the District authorizing the expenditure of funds within the District (the Project Plan).

C. Developer intends to redevelop the Property by building a three-story 30,666 square foot mixed use (retail/residential) building and parking facilities (the Development) as shown on the site plan approved by the City Plan Commission on July 23, 2012, attached as Exhibit B.

D. The redevelopment of the site and construction of the Development are consistent with both the TID #9 Project Plan and the 2010 Downtown Master Plan and will be beneficial to the City.
E. The Developer’s ability to ready the site, construct the Development and procure retail tenants for the Development is contingent upon the City's providing financial and other assistance to Developer on the terms set forth in this Agreement.

AGREEMENTS

In consideration of the Recitals and the terms and conditions set forth herein, together with such other consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE I
REDEVELOPMENT OF THE PROPERTY

A. Developer agrees to proceed with and diligently take all steps necessary to and proceed with the redevelopment of the Property and construction of the Development in conformance with Exhibit B, including the following:

1. combining Parcels WD-389-2 and WD-389-2-1 with the Brown County Land Records Office;
2. demolition, removal and disposal of existing improvements in accordance with state and local laws;
3. obtaining state approved construction plans for the Development and commencing construction thereon as soon as possible in accordance with City regulations; and
4. completion of construction and occupancy permit on or before January 1, 2014

B. The Development shall be three stories in height and contain not less than 30,666 square feet in size, with retail use on the first floor and residential use in the second and third floors. The Development shall be of first class quality construction with exterior materials comprised of:

- brick and decorative CMU;
- maintenance free soffit, fascia and frieze;
• vinyl and aluminum windows;
• aluminum storefronts;
• dimensional architectural shingles;
• metal balcony railings; and
• cantilevered balconies

The Development shall follow the design, site and landscape plan approved by the Redevelopment Authority and Plan Commission (Exhibit B).

C. The 2011 assessed value of the Property is $366,800 [$233,900 (WD-389-2) + $132,900 (WD-389-2-1)]. Developer warrants and guarantees that the value of the Property with the Development, as of January 1, 2014 will be $2.0 million (the Guaranteed Value).

ARTICLE II
CITY OBLIGATIONS

A. The City shall make three grants (collectively, the Project Grants and individually, a Project Grant) to Developer to defray the costs of the redevelopment, thereby lowering the occupancy costs of the tenants. The aggregate amount of the Project Grants shall be based upon the $2.0 million Guaranteed Value of the Development as of January 1, 2014. The City shall assess the Property in accordance with the real estate valuation requirements for similar commercial properties under Wis. Stats. §70.32. The Project Grants, totaling $675,000, are payable on the following schedule:

1. The first Project Grant, in the amount of $360,000, shall be payable not more than fifteen days after approval of the footings and foundation by the City Building Inspection Department.

2. The second Project Grant, in the amount of $180,000, shall be payable after the rough in of mechanicals has been approved by the City Building Inspection Department.
3. The third Project Grant, in the amount of $135,000, shall be payable not more than fifteen days after the issuance of a certificate of occupancy for the Development.

ARTICLE III
DEVELOPER’S OBLIGATIONS

A. Developer, for itself and its successor and assigns, agrees to and obligates itself to repay all Project Grants it receives from City should it fail to complete construction of the Development in accordance with Exhibit B on or before January 1, 2014, unless otherwise agreed by the parties in writing. Upon repayment in full of such Project Grants, plus interest at the statutory rate from the date the Project Grant were made to the date repaid, the obligations found in this Article shall become null and void.

B. Developer, for itself and its successors and assigns, hereby waives all rights to appeal the assessed value of the Property below the Guaranteed Value for the life of the District.

C. For the duration of the life of the District, Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Development or the Property to an entity whereby such sale or lease would cause such portion of the same to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer’s successors and assigns. Developer further agrees that it will place a restriction in any deed or bill of sale conveying the Development and/or the Property during the duration of this Agreement prohibiting any use of such property during the term of this Agreement which would cause same or any portion thereof to become tax exempt. Should the Development and/or Property nevertheless become tax exempt, Developer, for itself and its successors and assigns, hereby
agrees that an annual payment in lieu of tax shall be made by the then owner of the Development and Property. Such payment in lieu of taxes shall be determined for any given year that the Development and Property are exempt from taxation by multiplying the assessed value of the Development and Property as of January 1 of such year by the mil-rate for all taxing jurisdictions established for that tax year for the west side of the City, with such product due and payable on or before October 15 of the year in question (the Due Date). If such payment is not made in full by the Due Date, the amount due shall become a lien against the Property as a special charge under Wis. Stat. § 66.0627.

D. Developer, for itself and its successors and assigns, agrees that, should the assessed value be less than the Guaranteed Value of $2.0 million, it will make a payment in lieu of tax to City (the “Deficit Payment”) equal to the difference in taxes to be collected due to the shortfall in the assessed value. Such Deficit Payment shall be determined as follows:

1. The amount of the Deficit Payment shall be determined by subtracting the assessed value from $2.0 million. That number shall be multiplied by the mil-rate for all taxing jurisdictions established for the prior tax year for the west side of De Pere, with the product being due and payable by Developer to the City on or before October 15 of the year in which it is levied.

2. If not paid in full by October 15 of the year in which it was due, the amount determined under the process identified above shall become a lien on the property as a special charge under Wis. Stats. §66.0627.
(3) The Deficit Payment obligation shall expire upon the termination of the District.

ARTICLE IV
GENERAL

A. Developer and its successors and assigns shall keep and maintain the Development and Property in good repair and working order and will make or cause to be made from time to time all repairs necessary thereto (including external and structural repairs) and renewals and replacements thereof so as to maintain in the City an operational, habitable, and marketable development, ordinary wear and tear and obsolescence excepted, and shall keep and maintain such casualty insurance upon such property as is customarily held in developments of like sizes and characters. All insurance policies required under this paragraph shall be taken out and maintained with insurance companies authorized to do business in the State of Wisconsin.

B. City agrees that, upon presentment of a written request from Developer’s lender, it will subordinate its interests in the preceding paragraph IV. A. to those of the lender. However, such subordination shall not affect Developer’s obligations hereunder to restore the site irrespective or any action of its lender.

C. All notices required by this Agreement must be in writing and sent by personal delivery, or by certified mail (return receipt requested), or by commercially responsible carrier service, to the addresses set forth below. All notices shall be deemed received on the date of confirmed delivery.

If to Developer: Gerald G. Van Dyne Hoven
P.O. Box 526
Fremont, WI 54940
If to City: City Administrator
City of De Pere
335 S. Broadway Street
De Pere, WI 54115

D. This Agreement may not be modified or amended except by written instrument executed by the parties hereto.

E. The City agrees that the Developer may collaterally assign its interests in this Agreement to the construction lenders for the Development. A construction lender may avail itself of the benefits of this Agreement only if it assumes in writing the obligations of Developer, as applicable, in this Agreement. The Developer may not otherwise assign its interest in this Agreement without the City’s consent, which shall not be unreasonably withheld, conditioned or delayed.

F. This Agreement, or a memorandum hereof, may be recorded by any party in the Office of the Register of Deeds for Brown County.

ARTICLE V
DEFAULTS AND REMEDIES

A. A party shall be in default under this Agreement if such party shall fail to carry out or fulfill one or more of its obligations hereunder and such failure shall continue for a period of thirty (30) days following receipt of written notice from the other party specifying such failure; provided, however, that if the nature of the default is such that it cannot be cured within thirty (30) days, a party shall not be in default if it immediately undertakes steps to cure the
default after receipt of notice and then diligently and in good faith prosecutes the curing of such
default to its conclusion. If a party does not cure or undertake to cure a default within the time
periods set forth above, the non-defaulting party may pursue the remedies provided for in this
Agreement or otherwise available at law or in equity.

B. No party shall be considered in breach or default of its obligations with respect to
the beginning and completion of construction of any improvements in the event of enforced
delay in the performance of such obligations due to unforeseeable cause beyond its control and
without its fault or negligence, including, but not restricted to, acts of God, forces majeure, acts
of the public enemy, acts of adjoining property owners, fires, floods, epidemics, quarantine
restrictions, strikes, embargoes, unavailable materials, breach of contracts by contractors or
subcontractors, and unusually severe weather or delays of subcontractors due to such causes, it
being the purpose and intent of this provision that in the event of the occurrence of any such
enforced delay, the time or times of performance of any of the obligations of such party shall be
extended for the period of the enforced delay as determined in good faith by all parties; provided
that the party claiming enforced delay shall, within thirty (30) days after the beginning of such
enforced delay, have first notified the other parties thereof and of the cause or causes thereof and
requested an extension for the period of the enforced delay. In the event a delay is caused by
unavailable materials or breach of contracts by contractors or subcontractors, the parties agree to
grant a sufficient extension to permit such procurement.

C. The rights and remedies of the parties, whether provided by law or provided by
this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall
not preclude the exercise at the same time or different times of any such other remedies for the
same event of default of breach or of any remedies for any other event or default or breach. No waiver made by any party with respect to the performance or manner or time of any obligation of another party under this Agreement shall be considered a waiver of any rights of the waiving party to enforce any other obligations of the other party.

D. This Agreement comprises the entire Agreement between the parties. No promise, or other obligation of either party not expressly provided for herein shall be enforceable unless reduced in writing and signed by the parties.

GERALD G. VAN DYNE HOVEN

__________________________________

State of Wisconsin )

: SS

Brown County )

This instrument was acknowledged before me on the ________ day of ____________, 2012, by Gerald G. Van Dyn Hoven.

_______________________________

Notary Public, State of Wisconsin
My commission expires on _____________

DUTCH BOYZ DEVELOPMENT, LLC
By:

__________________________________

State of Wisconsin )

: SS

Brown County )

This instrument was acknowledged before me on the ________ day of ____________, 2012, by Gerald G. Van Dyn Hoven as Member of Dutch Boyz Development, LLC.

_______________________________

Notary Public, State of Wisconsin
My commission expires on _____________.

Redevelopment Agreement
Dutch Boyz Development, LLC
Page 9 of 10
CITY OF DE PERE
By:

______________________________
Michael J. Walsh, Mayor

______________________________
Shana L. Defnet, Clerk-Treasurer

This instrument was acknowledged before me on the ________ day of ____________, 2012, by Michael J. Walsh, Mayor and Shana L. Defnet, Clerk-Treasurer of the City of De Pere.

______________________________
Notary Public, State of Wisconsin
My commission expires on ____________.

REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE
By:

______________________________
Theodore J. Penn, Chair

This instrument was acknowledged before me on the ________ day of ____________, 2012, by Theodore J. Penn, Chair of the Redevelopment Authority of the City of De Pere.

______________________________
Notary Public, State of Wisconsin
My commission expires on ____________.
CERTIFIED SURVEY MAP

PART OF LOTS 2-10 OF BLOCK B, PART OF LOTS 1-3 OF BLOCK 10, AND PART OF THE VACATED WESTERLY RIGHT OF WAY OF FIFTH AVENUE DOCUMENT 2585146, ALL ACCORDING TO THE RECORDED PLAT OF ADDITIONS TO THE VILLAGE OF WEST DE PERE BY THE DE PERE AND NEW YORK IRON COMPANY, LOCATED IN THE CITY OF DE PERE, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED ON SHEET TWO.

SCALE T = 50

BEARINGS REFERENCED TO THE NORTH LINE OF MAIN AVENUE, ASSUMED BEARING N82°28'24"W

RAILROAD EASEMENT
VOL 85 DEEDS PG 91-94
BROWN CO. RECORDS

LOT 1
21,898 SQ.FT./0.502 ACRES

CURVE DATA
RADIUS = 342.56'
ARC = 113.02'
CHD BRNG = N43°36'09"E
CHD DIST = 112.51'
C. A. = 18°54'12"

PLAT OF ADDITIONS
TO THE VILLAGE OF
THE C & E R.
NEW YORK IRON
COMPANY

BROWN COUNTY TRAVERSE
POINT #39121, 1'P FOUND

EXHIBIT A
Solecki Surveying, LLC
Cadd Drawings, Contract Services & Land Planning
1631 Brookfield Ave., Suite A-1
Green Bay, WI 54313
(920) 965-0040  Fax (920) 965-0041

SHEET 1 OF 3
CERTIFIED SURVEY MAP

SURVEYOR'S CERTIFICATE:


DESCRIPTION: PART OF LOTS 2-10 OF BLOCK 8, PART OF LOTS 1-3 OF BLOCK 10, AND PART OF THE VACATED WESTERLY RIGHT OF WAY OF FIFTH AVENUE DOCUMENT 2585146, ALL ACCORDING TO THE RECORDED PLAT OF ADDITIONS TO THE VILLAGE OF WEST DE PERE BY THE DE PERE AND NEW YORK IRON COMPANY, LOCATED IN THE CITY OF DE PERE, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 8 OF THE RECORDED PLAT OF ADDITIONS TO THE VILLAGE OF WEST DE PERE BY THE DE PERE AND NEW YORK IRON COMPANY; THENCE N82°28'24"W, 137.11 FEET ALONG THE NORTHERLY RIGHT OF WAY OF MAIN AVENUE; THENCE N25°50'39"E, 35.86 FEET; THENCE N27°49'42"E, 48.00 FEET; THENCE N30°09'46"E, 47.82 FEET; THENCE N32°47'41"E, 23.56 FEET; THENCE 113.02 FEET ALONG THE ARC OF 342.56 FOOT RADIUS CURVE TO THE RIGHT, WHOSE LONG CHORD BEARS N43°36'09"E, 112.51 FEET; THENCE N53°03'15"E, 6.67 FEET; THENCE S82°36'54"E, 14.37 FEET ALONG THE NORTH LINE OF LOT 10, SAID BLOCK 8 TO THE WESRTERLY RIGHT OF WAY OF FIFTH STREET; THENCE S07°26'36"W, 240.14 FEET ALONG THE WESTERLY RIGHT OF WAY OF FIFTH STREET TO THE NORTHERLY RIGHT OF WAY LINE OF MAIN AVENUE; THENCE N82°28'24"W, 5.00 FEET ALONG THE NORTHERLY RIGHT OF WAY TO THE POINT OF BEGINNING.

SAID LOT-1 CONTAINS 21,898 SQ.FT./0.502 ACRES MORE OR LESS.

MICHAEL M. SOLETSKI  S-1774
DATE: __________________________

OWNER'S CERTIFICATE

AS OWNER, GERALD G. VAN DYN HOVEN, HEREBY CERTIFIES THAT HE HAS CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED AND MAPPED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP. HE ALSO CERTIFIES THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S 236.10 OR S 236.12 TO BE SUBMITTED TO THE CITY OF DE PERE FOR APPROVAL OR OBJECTION.

GERALD G. VAN DYN HOVEN
OWNER

STATE OF WISCONSIN
COUNTY OF __________"

SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF ________, 2012, THE ABOVE NAMED MEMBERS, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC
BROWN COUNTY, WISCONSIN
MY COMMISSION EXPIRES ____________________
CERTIFIED SURVEY MAP

CONSENT OF CORPORATE MORTGAGEE

A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING, AND DEDICATION OF THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF GERALD G. VANDY HOVEN, OWNER, IN WITNESS WHEREOF, THE SAID _______________ HAS CAUSED THESE PRESENTS TO BE SIGNED BY _______________________________ IT'S ___________________ AND BY _______________________________ IT'S ___________________ AT ____________, WISCONSIN, AND IT'S CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS ____ DAY ____, 20 ___.

STATE OF WISCONSIN
COUNTY OF ____________

PERSONALLY CAME BEFORE ME THIS ___ DAY OF ________, 20 ___ THE ABOVE NAMED OWNER, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME

_____________________________ MY COMMISSION EXPIRES ____________
NOTARY PUBLIC, ____________ COUNTY, WISCONSIN

CERTIFICATE OF THE CITY OF DE PERE

APPROVED FOR THE CITY OF DE PERE THIS ___ DAY OF ________, 2012

_____________________________ KEN PABICH
DIRECTOR OF PLANNING

TREASURER’S CERTIFICATE

WE, DAVID G. MINTEN AND KERRY M. BLANEY, BEING DULY ELECTED AND ACTING TREASURERS OF THE CITY OF DE PERE AND BROWN COUNTY, WISCONSIN, RESPECTIVELY, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS IN OUR OFFICES, THERE ARE NO UNPAID TAXES, NO UNREDEEMED TAX SALES AND NO UNPAID SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN “ATRIUM ESTATES,” AS OF THE DATES BELOW.

_____________________________ DATED THIS ___ DAY OF ________, 20 ___
DAVID G. MINTEN,
CITY OF DE PERE – TREASURER

_____________________________ DATED THIS ___ DAY OF ________, 20 ___
KERRY M. BLANEY,
BROWN COUNTY – TREASURER

RESTRICTIVE COVENANTS

1. THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.

2. EACH LOT OWNER SHALL GRADE THE PROPERTY ABUTTING A STREET TO CONFORM TO THE ADOPTED SIDEWALK GRADE ELEVATION AND MAINTAIN SAID ELEVATION FOR FUTURE SIDEWALKS.

3. NO POLES, PEDESTALS OR BURIED CABLE ARE TO BE PLACED AS TO DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINE. A DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF THE WISCONSIN STATUTES.
July 27, 2012

Mr. Gerald Van Dyn Hoven  
P.O. Box 526  
Fremont, WI 54940

RE: Site Plan Review for 500 Main

Dear Mr. Van Dyn Hoven,

The City of De Pere Plan Commission reviewed the Site Plan Review request. The Plan Commission recommended approval of the request with the following conditions:

**Public Works**

**Sanitary Sewer**
1. A sanitary sewer connection is shown on Fifth Street. Clarify on the plan if this is an existing connection or new tap proposed. Show the size of the lateral on the plan.
2. If this is a new connection, please note on the plan that, “All connections to the City sanitary sewer are to be completed under the observation of City personnel”. Also, show a new connection to the 8” concrete pipe downstream of the manhole.
3. Abandoned existing unused connections under the observation of City personnel.
4. A street excavation permit is required for any work within the street right of way.

**Water Main**
5. The water lateral connects to a 10” cast iron pipe on Fifth Street. Clarify if this is an existing connection or new tap proposed. Show the size of the lateral and make new connections with a tapping valve.
6. Note on the plan that, “All taps to the City water main are to be completed under the observation of City personnel”.
7. Abandoned all existing unused connections to the properties at the main and by the observation of City personnel.

**Storm Water Management**
8. The total suspended solids (TSS) reduction from the site is to be designed for 40% removal.
9. Provide a storm water management plan for the site.
10. Provide an erosion control plan. Show a tracking pad on the plans and dimensions to verify the size can accommodate construction vehicle ingress and egress from the site at this location.
11. An existing 12” concrete pipe is located on Main Avenue. Show the peak flow from the site does not exceed the current discharge. Use a 20 minute time of concentration for the existing hydrology calculation. Submit calculations showing the peak rate of runoff in the proposed conditions do not exceed the peak rate of runoff in the existing conditions for the 2-, 10-, and 100-year, 24-hour storm events.
12. A maintenance agreement for the storm water management facility is required prior to the City issuing an occupancy permit. This agreement is to be submitted for review and approval to the City. Once the City approves the agreement, the property owner is to record the agreement with the County and provide the City with a copy.

**Traffic/Vehicle Access:**
13. The two-way driveways on Fifth Street are located more than 100 feet from Main Avenue. Restrict openings to 25 feet at the property line and 45 feet at the curb line. The maximum flares are 10 feet each.

EXHIBIT B
14. Construct sidewalk connecting the southerly driveway to the Main Avenue sidewalk. Construct a sidewalk section through the driveways.
15. Verify the vision triangle is not impacted by the building.
16. Main Avenue is concrete pavement and Fifth Street is asphalt with curb and gutter. Curb replacements to close existing driveways will include 24” curb and gutter sections constructed to the nearest joint. Where adjacent pavement is concrete, construct to the nearest pavement joint and tie to the adjacent pavement. Complete new curb cuts to comply with the City curb cut permit requirements.
17. Existing driveway approaches within the right of way should be 6-inch concrete. Driveways for heavy trucks should be 8-inch.

**General:**
18. A City street excavation permit will be required for any work done within the right of way.
19. All areas intended to be utilized for parking spaces and driveways shall be surfaced with bituminous asphalt or concrete. See 14.60 (12) (j).
20. Show pavement surface types on the plan.
21. Provide a landscaping plan and include the percent grade of steep slopes that drain to the rail spur.
22. Show and label the right of way and property lines on the plan.

**Forestry**
1. None.

**Fire**
1. Provide detailed plans for construction review prior to the start of work; provide details of use for all areas of structure.
2. Detail means of egress in all areas of building, provide capacity and exit width detail.
3. Separation of hazards/use is required in accordance with LSC.
4. Provide exit/emergency lighting throughout the means of egress.
5. Provide fire extinguishers at maximum 75' travel distances from any point. Locate extinguishers towards the exits and in hazard areas in apartments.
6. No smoking signage may be required.
7. A fire suppression system is required.
8. Fire alarm system is required in accordance with Life Safety Code (LCS).

**Building/Planning**
1. Detailed plans for refuse enclosure were not provided. The refuse will need to be enclosed with non-metal materials.

The request will not require approval by the City Council. The project can proceed when the conditions outlined above are completed. Should you have any questions regarding the Plan Commission’s actions or require further information, please feel free to contact me at 339-4043.

Sincerely,

[Signature]

Ken Pabich
Director of Planning and Economic Development

cc: David Hongisto, Building Inspector
    Dan Roarty, Dimension IV, 211 North Broadway, Green Bay, WI 54303

WHEREAS, Gerald G. Van Dyn Hoven is the owner of certain property (Parcels WD-389-2 and WD-389-2-1) located within the Rehabilitation District approved by the Redevelopment Authority (RDA) on July 23, 2012, at 500 Main Avenue (the Property); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Incremental Financing District No. 9 (TID #9) on August 13, and adopted a Project Plan for the district authorizing the expenditure of funds within the district; and

WHEREAS, Gerald G. Van Dyn Hoven and Dutch Boyz Development, LLC intend to redevelop the Property by demolition of the existing structures and construction of a three-story 30,666 square foot mixed use (retail/residential) building and parking facilities (the Development); and

WHEREAS, the redevelopment of the site and construction of the Development are consistent with both the TID #9 Project Plan and the 2010 Downtown Master Plan and will be beneficial to the City; and

WHEREAS, the RDA has reviewed the Redevelopment Agreement between Gerald G. Van Dyn Hoven, Dutch Boyz Development, LLC, the Redevelopment Authority for the City of De Pere and the City of De Pere, attached hereto and incorporated as Exhibit 1, and believes it to be in the interests of the RDA and City to enter into such Agreement.
NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Redevelopment Authority hereby approves of, adopts and authorizes the Chair to execute such Agreement as is attached as Exhibit 1 and further recommends approval and adoption thereof to the Common Council of the City of De Pere.

Adopted by the Redevelopment Authority of the City of De Pere, Wisconsin, this 2\textsuperscript{nd} day of \textbf{October}, 2012.

APPROVED:

\begin{flushright}

Theodore J. Penn, Chair

\end{flushright}

Ayes:_____

Nays:_____

\null

\null