Redevelopment Authority

335 South Broadway
De Pere, WI 54115
http://www.de-pere.org

Special Meeting

Agenda

Tuesday, May 19, 2015 **7:00 PM** **De Pere City Hall Council Chambers**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Redevelopment Authority** of the City of De Pere will be held on **May 19, 2015** at **7:00 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

Call to Order

1. Roll Call.

2. Approval of the minutes of the February 23, 2015 Redevelopment Authority meeting.

3. Approval of the minutes of the April 21, 2015 joint meeting of the Redevelopment Authority and Common Council.

4. Resolution RDA15-01, authorizing Settlement Agreement and Mutual Release between the City of De Pere, the Redevelopment Authority of the City of De Pere, Medical Arts Complex Dental Center, S.C. and Centre Ville LLC. *

Adjournment

*** Items with an asterisk require City Council approval.**

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the City Planner's office at 339-4043 by Noon on Tuesday, May 19th, 2015 so that arrangements can be made.

AGENDA SENT TO:
Redevelopment Authority Members
Alderpersons
Department Heads
News Media
Brown County Library, De Pere Branch
De Pere Area Chamber of Commerce
Definitely De Pere
Centre Ville LLC

City of De Pere, Wisconsin

Request For Redevelopment Authority Action

MEETING DATE:	**May 19, 2015**
DEPARTMENT:	**Planning**
FROM:	**Ken Pabich**
SUBJECT:	**Approval of the minutes of the February 23, 2015 Redevelopment Authority meeting.**

ATTACHMENTS:

- RDA_Feb2015_Minutes_Draft (PDF)

Redevelopment Authority

335 South Broadway
De Pere, WI 54115
http://www.de-pere.org

Regular Meeting

Draft Minutes

Monday, February 23, 2015 6:00 PM De Pere City Hall Council Chambers

Call to Order

The meeting was called to order at 6:00 PM by Board Member Ted Penn

Attendee Name	Title	Status	Arrived
Julie Van Straten	Board Member	Present	
Jerry Henrigillis	Board Member	Present	
Bill Komsi	Board Member	Present	
John Nusbaum	Board Member	Excused	
William Patzke	Board Member	Excused	
Ted Penn	Board Member	Present	
Joe Van Deurzen	Board Member	Present	

Also present: City Planner Ken Pabich and members of the public.

2. Approval of the minutes of the December 1, 2014 Redevelopment Authority meeting.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Joe Van Deurzen, Board Member
SECONDER:	Julie Van Straten, Board Member
AYES:	Straten, Henrigillis, Komsi, Penn, Van Deurzen
EXCUSED:	John Nusbaum, William Patzke

3. Review request by Rick Nell (380 Main Ave Properties, LLC) for a facade grant and redevelopment assistance from TID #5.

Ken Pabich explained the two parts of the request: the first is for a facade grant, not to exceed $10,000 based on qualifying expenses. The second is for a redevelopment grant in the amount of 20% of the net taxable increment.
Joe Van Deurzen motioned, seconded by Bill Komsi, to approve the facade grant request in an amount not to exceed $10,000. Upon vote, motion carried unanimously.
Developer Rick Nell addressed the board and provided additional detail about the project. Plans include the renovation of the front and rear facades of both addresses; however the project only qualifies for one facade grant because it is one parcel.
Ken suggested that the Council and Redevelopment Authority could consider increasing the maximum facade grant amount, to include front and rear facades. The Redevelopment Authority could then look at the rear facade of this project retroactively.
Joe Van Deurzen motioned, seconded by Julie Van Straten, to approve the redevelopment grant in the amount of 20%. Upon vote, motion carried unanimously.
Ken will research expanding the facade grant program for dual facades, and present it as a proposal at a future meeting.

4. Discuss status of redevelopment agreement between the City of De Pere, the Redevelopment Authority of the City of De Pere and Centre Ville LLC (MAC Dental).

Joe Van Deurzen motioned, seconded by Jerry Henrigillis, to enter into closed session at 6:20 PM. Upon vote, motion carried unanimously.

5. Consideration of disposition of 102 N. Broadway (Creviere Commons site).

Attachment: RDA_Feb2015_Minutes_Draft (3445 : Feb minutes)

Julie Van Straten motioned, seconded by Joe Van Deurzen, to return to regular order at 6:50 PM.

6. Future agenda items.

None.

Adjournment

Jerry Henrigillis motioned, seconded by Julie Van Straten, to adjourn the meeting at 6:50 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen

Attachment: RDA_Feb2015_Minutes_Draft (3445 : Feb minutes)

City of De Pere, Wisconsin

Request For Redevelopment Authority Action

MEETING DATE:	**May 19, 2015**
DEPARTMENT:	**Planning**
FROM:	**Ken Pabich**
SUBJECT:	**Approval of the minutes of the April 21, 2015 joint meeting of the Redevelopment Authority and Common Council.**

ATTACHMENTS:

- RDA_Council_Apr2015_Minutes_Draft (PDF)

Redevelopment Authority

335 South Broadway
De Pere, WI 54115
http://www.de-pere.org

Special Meeting

Draft Minutes

Tuesday, April 21, 2015 **8:00 PM** **De Pere City Hall Council Chambers**

Call to Order

The meeting was called to order at 8:50 PM by Board Member Ted Penn

Attendee Name	Title	Status	Arrived
Jerry Henrigillis	Board Member	Present	
Bill Komsi	Board Member	Present	
John Nusbaum	Board Member	Excused	
Ted Penn	Board Member	Present	
Joe Van Deurzen	Board Member	Present	
Julie Van Straten	Board Member	Present	

This item is for joint consideration by the Redevelopment Authority and Common Council.

2. Discuss status of redevelopment agreement between the City of De Pere, the Redevelopment Authority of the city of De Pere and Centre Ville, LLC (MAC Dental).

Joe Van Deurzen motioned, seconded by Julie Van Straten, to enter into closed session at 8:50 PM. Upon vote, motion carried unanimously.

Jerry Henrigillis motioned, seconded by Julie Van Straten, to return to open session at 8:57 PM. Upon vote, motion carried unanimously.

Adjournment

Julie Van Straten motioned, seconded by Jerry Henrigillis, to adjourn the meeting at 8:57 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen

Attachment: RDA_Council_Apr2015_Minutes_Draft (3446 : Apr minutes)

City of De Pere, Wisconsin

Request For Redevelopment Authority Action

MEETING DATE:	**May 19, 2015**
DEPARTMENT:	**Planning**
FROM:	**Ken Pabich**
SUBJECT:	**Resolution RDA15-01, authorizing Settlement Agreement and Mutual Release between the City of De Pere, the Redevelopment Authority of the City of De Pere, Medical Arts Complex Dental Center, S.C. and Centre Ville LLC. ***

ATTACHMENTS:

- RDA15-01_Centre Ville (PDF)
- Settlement Docs (PDF)

RESOLUTION #RDA 15-01

AUTHORIZING SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN THE CITY OF DE PERE, THE REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE, MEDICAL ARTS COMPLEX DENTAL CENTER, S.C. AND CENTRE VILLE, LLC.

WHEREAS, the City of De Pere, the Redevelopment Authority of the City of De Pere, Medical Arts Complex Dental Center, S.C., and Centre Ville, LLC are parties to a Redevelopment Agreement dated June 24, 2008 and amended as of October 22, 2013, (hereafter collectively "the Redevelopment Agreement") and the parties now wish to terminate all responsibilities and obligations thereunder; and

WHEREAS, valuable and significant improvements and expenses have been incurred by City and Developer in furtherance of their respective obligations under the Redevelopment Agreement; and

WHEREAS, the parties wish to avoid further cost, expense, and uncertainty associated with the Redevelopment Agreement and therefore wish to enter into this Settlement Agreement and Mutual Release, a copy of which is attached hereto and incorporated as Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Redevelopment Authority of the City of De Pere approves such Settlement Agreement and Mutual Release and authorizes and directs the Chair to execute the same (Exhibit 1); and further recommends acceptance and approval thereof to the Common Council of the City of De Pere.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Redevelopment Authority of the City of De Pere, Wisconsin, this 19th day of May, 2015.

APPROVED:

_____
Theodore J. Penn, Chair

Ayes:_____

Nays:_____

Attachment: RDA15-01_Centre Ville (3447 : Centre Ville)

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Agreement is made by and between the City of De Pere, a Wisconsin municipal corporation, the Redevelopment Authority of the City of De Pere, a public body corporate and politic (hereafter collectively "the City") and Medical Arts Complex Dental Center, S.C., a Wisconsin service corporation, and Centre Ville, LLC, a Wisconsin Limited Liability Corporation, (hereafter collectively "Developer") together with all the shareholders, officers, officials, directors, employees, agents and representatives of the foregoing .

WHEREAS, the parties entered into a Redevelopment Agreement dated June 24, 2008 and amended as of October 22, 2013, (hereafter collectively "the Redevelopment Agreement") and the parties now wish to terminate all responsibilities and obligations thereunder; and

WHEREAS, valuable and significant improvements and expenses have been incurred by City and Developer in furtherance of their respective obligations under the Redevelopment Agreement; and

WHEREAS, the parties wish to avoid further cost, expense, and uncertainty associated with the Redevelopment Agreement and therefore wish to enter into this Settlement Agreement and Mutual Release (hereafter "this Settlement Agreement") discharge their obligations and release the other from its obligations;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises herein contained and for other good and valuable consideration, the parties hereby agree by and between themselves as follows:

1. All rights, obligations, promises, and representations set forth in the Redevelopment Agreement are hereby terminated without further notice to any party and consistent with the Mutual Release contained herein.

2. Developer shall transfer ownership of the real estate subject to the Redevelopment Agreement to the Redevelopment Authority of the City of De Pere by Warranty Deed on or before May 29, 2015. Further, Developer shall provide evidence of marketable fee title in the form of an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Developer shall pay all costs of providing marketable fee title evidence to the Redevelopment Authority. The City shall pay all costs of providing title evidence required by the City or its lender.

3. For site assembly and other improvements made by Developer (which are agreed by the parties to add significant value to the property) pursuant to the Redevelopment Agreement, the City shall pay Developer the sum of $350,000 at the time of closing of the transfer of the real estate; Developer shall convey the real estate by Warranty Deed free and clear of all liens and encumbrances except municipal and

Attachment: Settlement Docs (3447 : Centre Ville)

zoning ordinances, recorded easements for the distribution of utility and municipal services, and recorded building and use restrictions and covenants.

MUTUAL RELEASE

In exchange for the parties promises as stated herein and mutual agreement to settle, the parties irrevocably, mutually and unconditionally acquit, release, and forever discharge one another together with their officers, officials, agents, employees, owners, heirs, assigns, stockholders, agents, and representatives from all causes of actions, claims and demands whatsoever, whether known or unknown, at law or in equity that exist or could exist based on any obligation, promise, representation, or statement made in the Redevelopment Agreement or any negotiations that led to the Redevelopment Agreement or resulted from the Redevelopment Agreement and/or any effort to act upon the Redevelopment Agreement. This includes any claim, whether known or unknown, that occurred or failed to occur based on negotiation and implementation of the Redevelopment Agreement. This Mutual Release is all encompassing and is intended to cover all claims regardless of nature or type, whether they are contingent, conditional or uncertain, and whether they are based on tort, contract, misrepresentation, intentional acts, fraudulent acts, criminal acts, bad faith, strict liability or any other claim in law or equity.

This Settlement Agreement is meant to sever all relationships among the settling parties as well as all future obligations and therefore shall be liberally construed consistent herewith.

This Settlement Agreement shall not be construed as a breach by any party of any obligation or duty owed pursuant to the Redevelopment Agreement and the parties hereby expressly represent that upon execution of this Settlement Agreement, no obligations or duties other than the obligations in this Settlement Agreement are owed by one party to another.

The parties to this Agreement further represent and warrant that they have no knowledge of any person or entity that has any claim, right, title, or interest in the Redevelopment Agreement or to this Settlement Agreement other than the Developer's lender that has a purchase money security interest and mortgage on the subject real estate which shall be satisfied by Developer upon the closing of the real estate transfer as provided above.

Should any provision of this Settlement Agreement be declared or be determined by any court to be wholly or partially illegal, invalid, or enforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Settlement Agreement.

This Settlement Agreement sets forth the entire agreement involving the parties and supersedes any and all prior or contemporaneous negotiations, agreements,

Attachment: Settlement Docs (3447 : Centre Ville)

contracts, or understandings, whether written or oral, involving the parties hereto. The parties further acknowledge that in executing this agreement they are not relying on nor have they relied upon any representation or statement made by any of the parties or any of the party's agents, attorneys, or representatives with regard to the subject matter, basis, or effect of this agreement or otherwise other than those specifically stated in this agreement.

The failure of any of the parties at any time to enforce any provision of this Settlement Agreement or any right or remedy available hereunder at law or equity shall in no way be construed to be a waiver of such provisions, rights, or remedies or in any way affect the validity of this Settlement Agreement. The exercise by the parties of any right or remedy provided hereunder at law or equity shall not preclude or prejudice the exercising thereafter of the same or any other right or remedy.

This Settlement Agreement shall be interpreted in accordance with the plain meaning of its terms, and not strictly for or against any of the parties hereto. Further, the Settlement Agreement and interpretation and performance of all of the terms hereof shall be governed by the laws of the State of Wisconsin and jurisdiction of any disputes arising under this Settlement Agreement shall be solely in the courts of the State of Wisconsin and the parties hereby consent and submit themselves to the jurisdiction of any such court for such purpose.

This Settlement Agreement may be executed in one or more counterparts including emailed or faxed counterparts each of which shall be deemed an original together which shall constitute one and the same document. Fax and emailed signatures shall have the same force and effect as original signatures.

Dated this _____ day of May, 2015.

CITY OF DE PERE

_____

By: Michael J. Walsh, Mayor

_____

By: Shana L. Defnet, Clerk-Treasurer

REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE

_____

By: Theodore J. Penn, Chair

Attachment: Settlement Docs (3447 : Centre Ville)

MEDICAL ARTS COMPLEX DENTAL CENTER, S.C.

Sarah B. Heuer-Santos
By: Sarah B. Heuer-Santos, President

CENTRE VILLE, LLC

By: Gary C. Hoge DDS
President Centre Ville, LLC

Attachment: Settlement Docs (3447 : Centre Ville)