



Redevelopment Authority

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Regular Meeting

Agenda

Monday, November 23, 2020

6:00 PM

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 **November 23, 2020** at **6:00 PM**.

Due to the current public health emergency, the meeting will be held electronically and the public may attend this meeting electronically or telephonically by accessing either:

Please join my meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/DePere>

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(312\) 757-3117](tel:+13127573117)

Access Code: 154-883-285

THIS MEETING WILL NOT BE HELD IN PERSON.

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at <http://deperewi.com/>.

Call to Order

1. Roll Call
2. Approval of the minutes of the August 24, 2020 Redevelopment Authority meeting.
3. Review Facade Grant Request for 330 Main Avenue (Parcel WD-371), submitted by Luna Coffee, LLC. *

Adjournment

Any person wishing to attend this meeting, who, because of disability, requires special accommodations should contact the Development Services Department at 339-4043 by noon on the day of the meeting so that arrangements can be made.

*Items with an asterisk require City Council approval.

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Mark Patel, Luna Café
Sheila Patel, Luna Café



City of De Pere, Wisconsin

Request For Redevelopment Authority Action

MEETING DATE: November 23, 2020

DEPARTMENT: Planning

FROM: Kelly Barker

SUBJECT: Approval of the minutes of the August 24, 2020 Redevelopment Authority meeting.

ATTACHMENTS:

- RDA_Aug2020_Minutes_Draft (PDF)



Redevelopment Authority

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

Regular Meeting

Draft Minutes

Monday, August 24, 2020

6:00 PM

Call to Order

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

Attendee Name	Title	Status	Arrived
Jerry Henrigillis	Board Member	Excused	
Carol Karls	Board Member	Present	
Ted Penn	Chairman	Present	
Tina Quigley	Board Member	Excused	
Lisa VandenAvond	Board Member	Excused	
Joe Van Deurzen	Board Member	Present	
Julie Van Straten	Vice Chair	Present	

Also in attendance: Development Services Director Daniel Lindstrom and members of the public.

- Approval of the minutes of the June 22, 2020 Redevelopment Authority meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Joe Van Deurzen, Board Member
SECONDER:	Carol Karls, Board Member
AYES:	Carol Karls, Ted Penn, Joe Van Deurzen, Julie Van Straten
EXCUSED:	Jerry Henrigillis, Tina Quigley, Lisa VandenAvond

- Review Facade Grant Request for 348 Main Avenue (Parcel WD-375), submitted by Chris Renier (owner).

Development Services Director Daniel Lindstrom reviewed the facade grant request for 348 Main Avenue. He reported that the property is located in TID 9 and is eligible for up to \$10,000 grant amount based on the eligibility requirements.

Proposed improvements include:

- Brick & mortar repair
- Window replacement
- Tile placement
- Painting
- Misc finish work

Daniel noted that Chris Renier, the owner, was present to answer any questions. He also added that the asterisk was mistakenly omitted but that the item does require Council approval. Staff recommended approval of the facade grant request in an amount not to exceed \$10,000 and that the recommendation be forwarded to Council, subject to the condition that final grant payment is calculated per program requirements based on receipt review. Discussion followed regarding the overhead and insurance expenses. Joe Van Deurzen stated that he did not want those expenses to be included as eligible expenses. Daniel explained that the overhead expenses are considered eligible but the insurance is not. However, even if that amount was removed from the estimate, the applicant would still be eligible for the full \$10,000 grant. Daniel then suggested the committee could request the insurance be removed as part of a condition of approval. Ted Penn suggested removing the insurance expense but keeping the overhead expense. Joe

Van Deurzen made a motion to approve the facade grant request but removing the insurance expense as eligible. Carol Karls seconded the motion. Upon vote, motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Joe Van Deurzen, Board Member
SECONDER:	Carol Karls, Board Member
AYES:	Carol Karls, Ted Penn, Joe Van Deurzen, Julie Van Straten
EXCUSED:	Jerry Henrigillis, Tina Quigley, Lisa VandenAvond

Adjournment

Before adjourning, Joe Van Deurzen commented on the C & C Pub and how nice it looks now that the facade grant improvements have been made. Ted Penn added that had noticed the building also.

Joe Van Deurzen moved, seconded by Julie Van Straten, to adjourn the meeting at 6:10pm. Upon vote, motion carried unanimously.

Respectfully submitted,
Kelly Barker



City of De Pere, Wisconsin

Request For Redevelopment Authority Action

MEETING DATE: November 23, 2020

DEPARTMENT: Planning

FROM: Daniel Lindstrom

SUBJECT: Review Facade Grant Request for 330 Main Avenue (Parcel WD-371), submitted by Luna Coffee, LLC. *

ATTACHMENTS:

- 330 Main Ave Facade Grant (Luna Cafe) (DOCX)
- De Pere Facade Grant App 11142020 (PDF)
- Cambridge Painting Quote (PDF)
- HJ Martin Quote (PDF)
- RIverside Custom Homes Quote (PDF)

CITY OF DE PERE MEMO



To: Redevelopment Authority
 From: Daniel Lindstrom, Development Services Director
 Date: November 23, 2020

RE: **Façade Grant Application – Luna Café 330 Main Avenue (Parcel WD-371)**

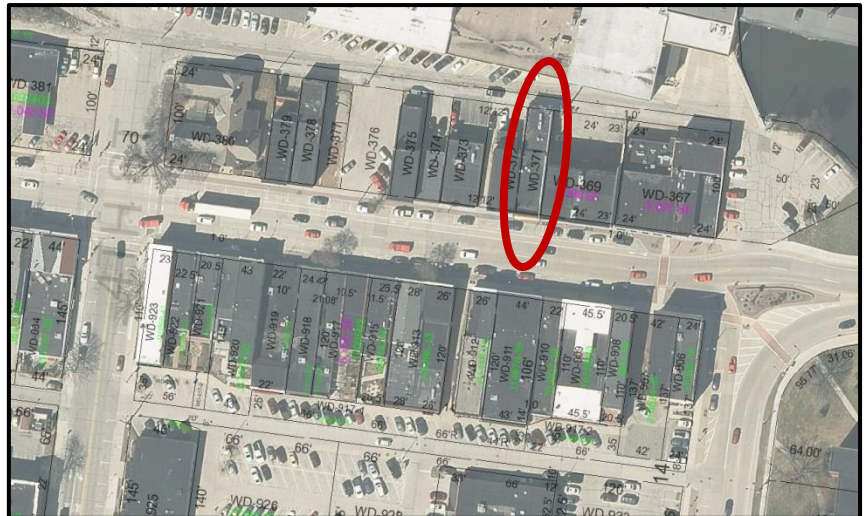
Background:

Luna Café, originally a small batch roaster, first located at 330 Main Avenue in 2000. The café and roaster quickly grew to a community staple and landmark business. In March and August of 2018, the RDA and Common Council approved a \$2,315.90 façade grant application for the removal of the dated awning and repainting of the south façade. The business/property is eligible for a \$10,000 grant over a ten year period. See right for the previous façade improvements.



Site History and Building Style:

This 1-story Commercial Vernacular building was constructed after 1914. The property was first addressed as 509 Main Street but was readdressed as part of the 300 block years later. The site was first developed around the 1890's as a small storefront that housed a shop and an office (approx. 1890-1900), a barbershop followed (approx. 1900-1910), and then a cigar shop. The rear of the lot also had a separate building constructed for the storage of stoves. The site was then redeveloped into the current building. The building is a standard rectangular plan with brick walls and a flat roof. The front elevation faces south and features two recessed doorways and large shop windows. Decorative metal columns flank the doorways. The building also includes decorative brickwork (a zigzag pattern with corbelling at the corners) is located just below the roofline.



Façade Grant Proposal

Luna Café is still dealing with the impacts of the COVID-19 Pandemic. The dining room remains closed to in-person customer service. They are now proposing to alter the façade by replacing a door and constructing a takeout window. See the example images below. These improvements will ensure that Luna Café can retain its location in downtown De Pere and expand the customer base.



330 Main Ave Façade Grant - Façade Grant Project Estimate

Vendor	Detail	Amount	Notes
Front Façade			
Jones Sign	Awning Removal	\$801.80	2018 Approval
Fitzgerald Painting	Repainting	\$3,830.00	2018 Approval
	<i>Total</i>	<i>\$4,631.80</i>	
	2018 Grant	\$2,315.90	
HJ Martin	Windows	\$10,266.00	
Riverside Custom Homes, LLC	Framing	\$2,100.00	
<i>Formal estimate to be submitted</i>	Masonry	\$700.00	
Cambridge Painting LLC	Painting	\$800.00	
	<i>Total</i>	<i>\$13,866.00</i>	
	2020 Grant	\$6,933.00	
	Total	\$18,497.80	
	\$1 Investment	\$9,248.90	Grant Maximum \$10,000
	\$1 Grant Match	\$9,248.90	

Recommendation

Recommend approval of the amended façade grant request for 330 Main Avenue, in an amount not to exceed \$6,933.00, and that the recommendation be forwarded to Common Council.

As of the drafting of this report, the RDA and Common Council awarded a single TID No. 9 façade grant in 2020. A total of \$50,000 remains in the approved budget. If approved \$43,067 will remain in the 2020 façade grant budget.



CITY OF DE PERE
APPLICATION FOR
FAÇADE GRANT

Receipt #:

Date:

The City of De Pere, in conjunction with Downtown De Pere Inc., will assist with façade improvements for commercial properties located within the boundaries of designated Tax Increment Districts (TID). Applications will be acted upon on a first come first serve basis. See the back of this form for funding requirements and review process.

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) LUNA COFFEE LLC	Authorized Representative MARK PATEL	Title OWNER	
Mailing Address 330 MAIN AVE.	City DE PERE	State WI.	ZIP Code 54115
Email Address coffee@lunacafe.com	Phone Number (incl. area code) 920-336-1557	Fax Number (incl. area code) ---	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity) STAGECOACH ENTERPRISES LLC	Contact Person SHEILA PATEL	Title OWNER	
Mailing Address 4351 CROMBRY RD	City DE PERE	State WI.	ZIP Code 54115
Email Address patelsheila9@gmail.com	Phone Number (incl. area code) 920-347-1965	Fax Number (incl. area code) SAME	

SECTION 3: Project or Site Location

Project Address/Description LUNA COFFEE ROASTERS FAÇADE @ 330 MAIN AVE.	Parcel No. WD-371
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SECTION 4: Project Information

Project Description: WALK UP WINDOW ADDITION TO EXTRA STOOP	
Estimated Start Date: DEC. 2020	Estimated Completion Date: FEB 2021
Existing Façade Photo (attach):	Design Drawing (attach):

Fill in below form with cost estimates based on category. Attach quotes to this application.

Category	Cost Estimate	Category	Cost Estimate
WINDOWS	\$10,266	PAINTING	\$800
FRAMING	\$2,100		
MASONRY	\$700		
Total Eligible Expenses:	\$13,866	Requested Grant Amount:	\$6,933

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print) MARK PATEL	Title OWNER	Phone Number 920-606-6237
Signature of Applicant <i>M. Patel</i>		Date Signed 11/14/2020

Cambridge Painting LLC

1318 Cook St.
De Pere, WI 54311
Phone: (920) 544-2345
E-Mail: mike@fitzpainting.com
Web: www.fitzpainting.com

November 14, 2020

Luna Cafe
330 Main Ave.
De Pere, WI

Estimate

Cambridge Painting LLC

- Covered the sidewalk under working area
- Prime and paint new construction
- Touch up entire lower facade

Total Cost: =\$800.00 (includes paint and material)

Estimate Provided by:

Mike FitzGerald
Cambridge Painting LLC
920-544-2345
mike@fitzpainting.com

Accepted by:

Luna Cafe/ 330 De Pere, WI 54115

Date



320 South Military Avenue, Green Bay, WI 54303 | P.O. Box 11387, Green Bay, WI 54307
 Phone: 920-494-3461 | Fax: 920-494-4177 | Website: www.hjmartin.com

Est. 1931

Residential Flooring | Shower Doors | Floorcare | Tiled Showers | Backsplashes | Accent Walls
Commercial Glass & Glazing | Walls & Ceilings | Flooring | Millwork Installation | Doors & Hardware | Floorcare
National Retail Solutions Construction Management | New Store Fixture Installation | Remodels & Rollouts
 Casework Installation | Merchandising | Concrete Polishing

BID NUMBER: 91023JR(1)

Job Name: Luna Coffee Date: 11/6/2020

Job Location: DePere, WI

Company: Luna Coffee Roasters LLC Attention: Mark Patel

Phone: 920-606-3237 Email: coffee@lunacafe.com

We propose the following:

To furnish and install:

Base Bid: \$6,752.00

Summary:

- (2 ea) Exterior aluminum fixed storefront windows (1 @ 60" x 62" & 1 @ 60" x 42")
- (1 ea) Exterior aluminum takeout window

Inclusions and Qualifications:

- Aluminum exterior storefront framing: Kawneer 451T, center-glazed, thermally-broken (2" x 4 1/2") – custom finish to match existing
- Aluminum takeout window: Quikserv Model CM-1 flush mount manual, w/ bi-folding doors (24" x 38.5" w/ 1/4" clear tempered glass – 16" x 32" service opening) – clear or dark bronze anodized finish (if you desire custom painted finish of the Quikserv window add: \$ 1,185.00)
- Perimeter caulking of aluminum framing (2 lines): silicone sealant w/open-cell foam backer rod
- Exterior vision glass: 1" insulated, clear, low-e, annealed
- Shop drawings generated in-house by H.J. Martin & Son, Inc.
- Standard manufacturer's test reports (available upon request)
- Field measurements prior to fabrication
- Applicable Taxes

Alternates:

- Add for Ready Access window per attached Add: \$ 3,514.00 to base bid

Exclusions:

- Final Cleaning, Demolition, Jobsite Protection, Temporary Enclosures, Wood blocking
- All work with brake metal flashings, trims and/or closures not specified above
- Special field water/air testing by an independent testing agency
- P.E. stamp by an engineer licensed in the state of WI
-

If this contract is acceptable, sign below and return within 30 days of its date. Upon acceptance, this agreement is a binding contract. No merchandise may be returned for credit without prior written approval, and, will be subject to a 20% handling charge. Payments using a credit card may be subject to a 3.5% fee. No credit will be allowed on claims of error or shortage unless reported immediately. Unpaid invoices are subject to a 1.5% service charge with an annual rate of 18%. This agreement includes Additional Terms and Conditions set forth on its face or subsequent side.

Proposed By: Jeremy Renz Phone: 920-490-3147 Email: jeremy@hjmartin.com

Accepted By: _____ Date: _____

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. GENERAL. All sales of H. J. Martin & Son, Inc. (hereafter "Company") are subject to the following terms and conditions. Company objects to the inclusion of any different and/or additional terms proposed by Purchaser. Unless Company accepts any such different terms and/or additional terms in writing, Purchaser's acceptance of Company's delivery of labor and/or materials shall conclusively constitute Purchaser's acceptance of Company's terms and conditions herein.
2. FORCE MAJEURE. Company shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including, but not limited to, armed conflict or economic dislocation resulting therefrom; embargoes; shortages of labor, raw materials, production facilities or transportation; labor difficulties; civil disorders of any kind; action of civil or military authorities (including priorities and allocations); fire, flood, storm, accident or any act of God, or other causes beyond Company's control.
3. SECURITY OF MATERIALS. Purchaser will receive, and properly protect from all damage and loss, the materials necessary for carrying out this contract, and allow reasonable use of light, heat, water, power, available elevators, hoists, and other facilities required to further this agreement.
4. PROJECT SITE CONDITIONS. Surfaces on which the materials are to be applied shall be given to Company to work on at one time so that the work will not be interrupted. The surfaces shall be clean, dry, accessible and suitable for receiving our work. All electrical fixtures and other obstructions shall be removed at the expense of the Purchaser. Installations will not be performed at a temperature of less than 60 degrees Fahrenheit for flooring and 55 degrees Fahrenheit for drywall, from time of starting until completion of contract.
5. SPECIFICATIONS AND ALTERATIONS. Company shall not be responsible for any damages or expenses resulting from specifications not conforming to the requirements of the law. No credit or allowance shall be made for alterations, unless such credit or allowances has been agreed to by seller in writing before such alterations are made.
6. LABOR. Expenses of sending labor to the job on Purchaser's notification before surfaces are ready for the application of materials as agreed, or expenses due to any delays for which Purchaser may be responsible during the progress of the work, shall be borne by Purchaser. Work called for herein is to be performed during regular working hours. Overtime rates for all work performed outside such hours, will be paid by Purchaser.
7. INVOICING AND PAYMENT. The terms of payment are specified on the first page herein. Purchaser shall pay all costs of Company, including reasonable attorney's fees and court costs incurred by Company in collection of past due amounts from Purchaser.
8. TAXES. Any sales, excise, processing or any direct tax imposed upon the manufacture, sale or application of materials supplied in accordance with this proposal or any contract based thereon shall be added to the contract price.
9. DAMAGES. Any damage after completion, not caused by Company, will be the sole responsibility of Purchaser. Any expense incurred by Company for insurance or bond to cover liability under any "hold harmless" or "indemnify" clause or clause of a similar nature in any contract, specifications, letter or acceptance notice which in any way requires Company to assume any liability which is not imposed by law shall be paid by Purchaser. Company shall not be responsible for any damages to Purchaser, including compensatory, punitive, consequential, incidental, intentional, nominal or multiple damages.
10. RIGHT AND TITLE TO MERCHANDISE. The title and right of possession of the merchandise sold hereunder shall remain with Company, and such merchandise shall remain personal property until all payments hereunder (including deferred payments whether evidenced by note or otherwise) shall have been made in full in cash. Purchaser agrees to do all acts necessary to perfect and maintain such security interests and rights in Company.
11. DISCLAIMER OF CONSEQUENTIAL DAMAGES. In no event shall company be liable for consequential damages arising out of or in connection with this agreement, including without limitation, breach of any obligation imposed on Company hereunder or in connection herewith. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit, or losses sustained as the result of injury (including death) to any person or loss of or damage to property (including without limitation property handled or processed by the use of product). Buyer shall indemnify Company against all liability, cost or expense which may be sustained by Company on account of any such loss, damage or injury.
12. WARRANTY. Pursuant to the warranty, if any, of a manufacturer, manufacturer's liability is limited to replacing any materials proved to be defective, provided, however, notice of the defective materials has been provided to manufacturer pursuant to any warranty thereof, if any, prior to said defective product being installed or used. The manufacturer's warranty, if any, does not apply to any materials which have been subject to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance or storage), accident, modification or adjustment. All claims made by Purchaser for breach of warranty, either express or implied shall be made within sixty (60) days after completion. There are no representations, promises, warranties, or agreements not expressed set forth herein.
13. CONSTRUCTION LIEN NOTICE. **IN THE EVENT WE ARE THE PRIME CONTRACTOR UNDER SEC. 779.02(2)(a), WIS. STATS., OR, THE SUBCONTRACTOR UNDER SEC. 779.02(2)(b), WIS. STATS., AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, COMPANY HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO COMPANY, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER. FOR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. COMPANY AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**
14. GOVERNING LAW, VENUE AND SEVERABILITY. This agreement shall be construed under and in accordance with the laws of the State of Wisconsin. The parties hereby consent to exclusive venue and personal jurisdiction in Brown County, Wisconsin for all disputes arising out of this agreement. If any provision of this agreement is invalid or unenforceable, the invalid or unenforceable provision should not affect any other provisions and this agreement shall be construed as if the invalid or unenforceable provisions have been omitted.

Riverside Custom Homes, LLC.

PO Box 853 Kaukauna, WI 54130 Phone (920) 419-5392

Project Scope
Exhibit A1
11/12/2020

Luna Café
330 Main St.
DePere, WI 54115

Dear Mark Patel,

We propose the labor and materials for the renovation of the exterior door way to a walk up service window at 330 Main Ave. DePere, WI for the sum of **\$2,100.00** (*Two Thousand One Hundred dollars*)

Below you will find a detailed description of the work involved.

- I. General Information:
 - A. Plans and Permits shall be provided by owner.
 - B. All work shall be warranted for a period of 12 months upon completion.
 - C. Temporary Utilities:
 - i. Waste and construction debris clean-up and disposal for the work listed.
 - ii. All areas shall be "broom clean" or its equivalent at completion.
 - iii. Fasteners shall be included.
 - D. Demolition: (N/A)
- II. Carpentry:
 - i. Install stud framing as required to support new mason façade below service window.
 - ii. Insulate new wall with moisture barrier.
 - iii. Install new wood sill at service window opening.
 - iv. Install new wood backing against existing masonry at jambs and head.
 - v. Create new opening above service window for glass. (Glass not included)
 - vi. Install new wood trim on exterior and interior sides of new jambs and heads. Trim to match existing as close as possible.

III. Exclusions:

- i. Glass and glazing.
- ii. Service window.
- iii. Masonry.
- iv. Interior wall finish below new service window. (Drywall, plaster and painting.)
- v. Painting.
- vi. Winter conditions.
- vii. Plan approvals, engineering and permits.
- viii. Asbestos and lead testing and removal.

IV. ***Provide and install pre primed 3/4" wood shiplap below new service window on interior side of wall. Please add \$225.00***

V. This Proposal is good for 30 days.

Thank you for the opportunity and I look forward to working with you on this project.

Yours truly,

Bill Arts (Owner)
Riverside Custom Homes, LLC

Accepted By: _____

Date: _____