

**MINUTES**  
**BOARD OF PUBLIC WORKS MEETING**  
**April 5, 2004**  
**New Berlin City Hall Common Council Chambers**  
**3805 S Casper Drive**

**Please note: Minutes are unofficial until approved by the Board of Public Works at their next regular scheduled meeting.**

The meeting was called to order at 8:00 A.M.

Members Present: City Engineer J.P. Walker, Alderman Chiovatero, Alderman Harenda, Alderman Ament and Mayor Wysocki

Staff Present: Ron Schildt, Division Engineer, Eric Nitschke, Division Engineer, Tammy Simonson, Division Engineer, Ray Grzys, Director of Streets & Utilities, Ralph Chipman, Accounting

Guests Present: Chris Balliet, WE Energies, Dean Fredrick, Thomson Corporation  
Rick Kobriger, Atty. for Thomson Corporation.

**OLD BUSINESS**

**ITEM 01-04                    APPROVAL OF MINUTES**

**Motion was made by Mayor Wysocki to approve the March 1, 2004 & March 16<sup>th</sup>, 2004 (Special) minutes. Seconded by JP Walker. Upon voting, motion passes unanimously.**

**ITEM 08-04      Reallocation of Design Funds from Grange Avenue and Coffee Road (Tabled)**

JP Walker: Requested Action is to request the Common Council to approve the transfer of approved design funds from Coffee Road Account (4-242-470) and Grange Avenue Account (4-252-575) to the Calhoun Road Design Project. This will require the establishment of a new CIP Account Number.

This item was tabled at the last meeting because there was additional information requested by the board members. After Ron gives his presentation we will then talk about transfer of accounts.

Ron Schildt: Gave an overhead presentation of various road projects that we have been involved in over the last five years. Most of what we look at is based on what we call the PASER System, (Pavement, Surface, Evaluation, Rating) This rating has guidelines where you look at each of the streets as basically a visual inspection, visual rating of the pavement surface and it goes from 1 to 10, 1 being worst and 10 being basically a brand new road.

The main roadways in some areas because they were extended or resurfaced in different stages will have different PASER ratings depending on the last time some maintenance was done in those areas.

Engineering maintenance is just one small component of all the different things that are happening. We have developers that come in planning new subdivisions, they have new roadways that they are developing or they are required to do some maintenance to existing roadways where their development comes off of one of the main roadways.

City Projects we have done are new roadways like Fremont Lane, the small extension or the new Wall Street that we will be putting by the new Wal-Mart. We also do major reconstruction, which is usually in the CIP budget and then the improvement ones for the road maintenance. If we look at just the city projects, they break down into three categories, the new roadways, the reconstruction, and the improvements. The new roadways usually effect not only the Engineering's CIP budget but also utilities and streets because there is stormwater, water and sanitary sewer and other utilities that have to go in there. Reconstruction is usually put in the CIP budget but we also look at trying to get grants for those. There is the LRIP (Local Road Improvement Program), is administered through Waukesha County but the funds actually come from the state. There is also the HESG (Hazard Elimination Safety Grant) usually for spot improvements, but can be added to larger projects.

We have a grant in for Cold Spring Road that we are hoping to get, were fighting against all the other municipalities in the state to try and get that one.

The utility and street departments do mainly the maintenance like the pot holes, cracked filling, shoulder maintenance, they coordinate the pavement marking, which the majority is done by Waukesha County and actually is paid for out the Engineers Roadway Maintenance Program.

Engineering does some of the major roadway maintenance projects the seal coating, which we have been doing the past couple of years includes the flex seal system that we have used the last two years. We are looking to get a curb and gutter repair portion, which was basically set aside for the older subdivisions. We are looking at doing a pavement marking with the epoxy program, which can last 5 or 6 years.

The cost of the different types of sealing and types of resurfacing are as follows:

- Slurry Seal 12,000 per mile
- Flex Seal 18,000 per mile
- 2" Resurface 60,000 per mile
- Patch & Resurface 75,000 per mile
- Glass Grid & Resurface 120,000 per mile
- Pulverize & Resurface 145,000 per mile
- Major Rehab 185,000 per mile

Ron then showed some slides of the different types of road resurfacing materials.

The flex seal is not being sold in Wisconsin at this time.

The future projects that we have planned are as follows:

- 2004 – Cold Spring Road, Wall Street – City Center, Road Maintenance
- 2005 – Sunnyslope from Beloit to Grange
- 2006 – Coffee Road – St Francis to National Ave, Grange Ave - Moorland to 124<sup>th</sup>, Road Maintenance
- 2007 - Calhoun Road – Greenfield to Victor which was going to be part of a grant, Martin Road from National to College

Calhoun Road was going to be part of the STP grant, at this point we don't have the grant, we are on a list of alternate projects and if we do have the design and the right-of-way acquired, that at some point if they have some other projects that fall through we will be moved up on the list.

We are looking at trying to transfer the funds that we currently had for Grange Avenue and the ones for Coffee Road and transfer those into a Calhoun Road design area to have that start this year. The design would continue through 2005 with right-of-way acquisition through 2005 – 2006 and then a possible construction for 2007 for at least keeping the schedule that we originally had which means that we will also be eligible for the next round of funding, then our total project cost would be less because we would hopefully have the design and right-of-way acquisition completed, and would be able to get in on the next round of funding. There is also the possibility we may be an alternate project and might be able to get in on the current funding so we wouldn't have to redo the application.

We have not changed the schedule for Cold Spring Road, right-of-way acquisition will begin this year, starting the stormwater part late this year and then finishing the construction next year. There is no change in The Wall Street connection, this year we will finish the design, finishing the right-of-way acquisition, and start construction later this year or early next year. We are looking to shift most of the road maintenance projects for this year back at least 1 year from what we had originally looked at. The main reason being since we are transferring the Grange design funds to this one, we would be looking at doing the Grange Avenue roadway eminence this year.

The main focus will be Moorland Road to Sunnyslope on Grange to try and get rid of the hills that are in there. Depending on how much that costs and whether we decide to try and take down part of those hills we would also look at the section from Sunnyslope to 124<sup>th</sup>, we might be able to hold that off a little bit, because it is in a little bit better condition.

Mayor Wysocki: This presentation indicates why we are recommending these types of reallocations, also keep in mind that with all the work that we have done so far with regards to the plan renovation and upgrade of our industrial parks no one is in opposition to the reconstruction of Calhoun Road. Of all the features that people are talking about with improving our industrial parks, Calhoun Road reconstruction was number 1 on everybody's list. We felt it was very important to move that project up. With regard to Grange we should keep in mind the real potential for section 35 once the stormwater utility has completed the test. We will have the opportunity for any development there to legitimately contribute to any work that we have to do on Grange Avenue. The road impact studies will tell us the developer can contribute to the reconstruction of Grange.

Alderman Chiovatero: Thanked Ron for the presentation

Alderman Ament: Questioned if Calhoun will be 4 lanes, 6 lanes, divided?

Ron Schildt: Stated they would be 4 lanes, divided section, some special treatment along the frontage road by the industrial park.

Alderman Ament: Asked if there is a substantial cost savings of doing just the intersections and just repaving the rest of the road if we don't have the funds to do the whole thing. I feel the main focus should be on the intersections.

Ron Schildt: Stated that is one of the things they will be looking at when they get a consultant on board. They will come through with all the different alternatives.

Alderman Ament: Whenever there is land acquisition there are costs and people objecting.

Mayor Wysocki: One element to remember is that Calhoun Road is so bad it is forcing people onto Moorland Road which is causing more congestion along there.

Alderman Harenda: When will you have a better idea of what is to be done?

Ron Schildt: We are looking to transfer the funds from Grange and Coffee Road over to Calhoun. Which means if we really need to do something with Grange it will be this year. We will know within the next month. We have to seriously have to look at what we are going to do with Grange this year, if we are going to cut down those hills or just do a repaving project.

Alderman Harenda: With the repaving, maybe shaving down the hill from Moorland to Sunnyslope, the possibility of repaving 124<sup>th</sup> to Sunnyslope, that area will be ripped up this summer as part of the water utility that is going in. The road West of Sunnyslope is in poor condition, sections of the East portion aren't too bad but when you get closer to Hales Corners the road is deteriorating also. There are safety issues, something needs to be done. People want to walk on the roads and kids want to ride their bikes.

Ron Schildt: One of the problems with the area between Sunnyslope and 124<sup>th</sup> street is that with the water project that is planned for the Milwaukee water, they do have a 90 calendar day time frame, which puts them finishing around September which only gives us about two weeks to try and do what we would have to do. That's why I was saying we would hold off on that portion until next year.

JP Walker: Engineering has been working with Ray Grzys on the timing of their project and trying to forecast. The one-mile stretch between Moorland and Sunnyslope is a higher priority than Sunnyslope to 124<sup>th</sup>, only because of the Milwaukee water project. If it turns out that the project cannot be completed in a timely fashion, then as Ron said we could easily push that one-mile stretch off till next year. By getting this to the board today and on to Common Council we can then look at doing it this year.

Mayor Wysocki: The fiscal policy directive that the Council gave for budgeting purposes was a 25% increase through the roadway maintenance account, which we have done. That Council also hoped that future Council's will make a commitment to get that funding up to about 1.1 million, in order to help us improve our PASER. There are capitol road improvements, which are major road construction or reconstruction and then normal operating maintenance budget.

Alderman Ament: On the schedule it shows that the Johnson Road extension is still there, is this the case?

Ron Schildt: That is the small section from Lincoln Avenue to the North. We removed the section South all the way to Racine Avenue.

JP Walker: The reason that is on there is because, Plan Commission action was taken a number of years ago that indicates before Lincoln Avenue Industrial Park development can occur, that link from Lincoln to complete Johnson Road North has to be completed. It has always been on the schedule because of the Plan Commission action.

**Motion was made by Mayor Wysocki to request the Common Council to approve the transfer of approved design funds from Coffee Road Account (4-252-570) and Grange Avenue Account (4-252-575) to the Calhoun Road Design Project. Account (4-252-578.)**

**JP Walker: 2<sup>nd</sup> the motion**

**Upon voting, the motion passed unanimously**

## **NEW BUSINESS**

### **ITEM 09-04 WE Energies to supply City owned streetlights (Night Aura) along with maintenance agreement and energy charges**

JP Walker: Request to Council to approve a City Street Light Agreement with WE Energies for Night Aura street lighting to include maintenance and energy charge.

The proposal sent to the City by WE Energies for the City Center shows a cost of \$5,490 per pole installed. Monthly maintenance would be approximately \$27 - \$28 per pole plus energy charges of approximately \$6.48 per pole. The developer would pay for the cost of the new poles and fixtures installed. The City would pay monthly maintenance and energy charges. No funds were set-aside in the 2004 budget.

Ray Grzys: Looked into the possibility of having our existing decorative and night streets lights to be Night Aura. Have had several discussions with WE Energies on the existing lights and the possibility of furnishing a contract with the installation of the new lights. The City Center is due to have the decorative, Night Aura lights installed and in conversation with WE Energies they informed me that they could include the light in their standard as a fixture for New Berlin. In order to do that I asked them to put up an agreement or a contract that will have some dollar amounts so we can give this to the developers so he will know what his cost will be, also to make us aware of what our cost will be to maintain them and also to absorb the extra energy cost. The only downfall that we have is the 53 existing lights; those lights cannot be put under a contract with WE Energies because of a different vendor. They did say that they would assist us with getting these lights hooked up to a point where they would be monitored by WE Energies and billed to the city for the energy costs, they would also make an effort to install the electric eyes and also the outlets for Christmas decorations or any other lighting. The majority of the lights that we have now do not have electrical outlets on them. They are set up with the developments that are out there and are controlled by a switch or a timer. We received complaints from the lights being on all day, to not being on at all. To alleviate this problem we are looking at WE Energies to do the maintenance of this. The packet included gives you the information needed.

There are three options to look at in your packet:

- Option #1 – Contract with WE Energies to purchase and install all of the City decorative street lights (Night Aura) and to pay the monthly maintenance and energy charges.
- Option #2 – Have the developer's responsible for the purchase and installation of the poles and fixtures and the City would contract outside for maintenance on an as needed basis, and would be responsible for energy costs.
- Option #3 – Have developer be responsible for the purchase of the poles, fixtures, installation, maintenance and energy charges up to 10 years as part of the developer's agreement.

JP Walker: We need to talk about these options, that is part of the decision that is being asked of the board, to make a decision as to which option to recommend to Council. I don't understand Option #3. There is nothing in the developer agreement that would require the developer to pay the maintenance and energy costs for up to 10 years.

Ray Grzys: It would have to be added and made part of the developers agreement, would have to put in an addendum.

JP Walker: We have an approved development agreement for the North half of the City Center, we would have to check with our legal council to see if that could be amended. It could definitely be part of future development agreements for the Southern half.

Alderman Harenda: What is the current policy?

Ray Grzys: The existing street lights that are put in by the developer, there is no set pattern as to how to have them set up as far as monitor through meters. The street lighting now is attached to a building or part of a building or through a pedestal outside the building. We are exploring that possibility. WE Energy is working with me now to find out where the lines come in so that we can separate them and be monitored by the city, and to make the existing poles more accessible to us in the functions that they were supposed to be in, on an eye from dusk to dawn and the outlets hooked up so they work from dusk to dawn.

Alderman Harenda: Are you crews maintaining these poles?

Ray Grzys; the only thing we are doing now is changing light bulbs. When we get into the major electrical major components we don't have anyone who is certified for it, we could get into changing fuses or ballasts.

Mayor Wysocki: We don't currently have a good policy. Jewel-Osco controls the lights by them. When we approach this subject, we literally don't have a consistent way of managing those street lights and now we are moving forward in regards to the City Center, I thought it is very appropriate now to establish a policy, to have something in place that allows us to have some consistency with regards to our street lighting system throughout the City. When talking with Ray on the subject and relying on his experience and the issue has come to appoint now where we recognize that when these developments occur it is the responsibility of the developer to purchase and install the lighting systems. I would suggest that it would be our responsibility for the potential maintenance and electrical charges as time goes on but having WE Energies available to assume that responsibility through a contract almost like outsourcing of this work plus a consistent of where the bill goes for all the work. I asked Ray to come up with these options for us. I do agree that option #3 for us to try and amend the developer's agreement for that portion of the City Center that we are already following; we don't have a very good negotiating position to require that.

Chris Balliet (WE Energies): Don't know the actual contract terms but I do know that the Village of Menomonee Falls does that with new subdivision developers, where they have a requirement that the developer pays to the village of Menomonee Falls or holds it in escrow. I believe that they have a 10-year window. WE Energies does the installation and does the maintenance but the developer holds that money with the Village to pay for 10 years of our services. There are other communities that have done that with developers.

Mayor Wysocki: What about major arterial streets?

Chris Balliet (WE Energies): I know of no communities doing that.

Alderman Chiovatero: As far as having developers responsible for this. It sounds great on paper, but I just think that it would be hard for us to be chasing it down, only because right now, Jewel-Osco & Blue Cross/Blue Shield control their own lights. Those lights all go on and off at different times. Option #1 looks like the best option to go with, with the least amount of problems. Concerned about the costs and how we would continue to pay for that.

Ray Grzys: In option #1 the developer is paying for the light fixture, the only thing that we would be responsible for would be the maintenance and electrical costs, however the electrical costs would be for any option. The purchase of poles is already part of the agreement with the developer. We know what the price of the pole is and we would

negotiate with the developer to reimburse us. They would be responsible for the maintenance as part of the electrical bill.

Mayor Wysocki: The developer of the City Center is responsible for the purchasing and installation of all the light fixtures. What we have done here is set a standard for what those light fixtures are and the cost. We would like to set a policy now where at this point we would contract with WE Energies to have the monthly maintenance and energy charges to us and possibly in the future for any further development along major developments and arterials.

Alderman Chiovatero: How do they come and repair these poles, if a light goes out or ballast goes out. Do we report it or does WE Energies have a crew that goes around?

Ray Grzys: If we have an emergency on those lights when they do go out, we have a form that we fill out and fax to WE Energies. They have been very prompt in responding. Maintenance of these lights every 4 years, we have just completed the lights in the entire city. I have a list of every light in the city and what WE Energies did to them.

JP Walker: One of the topics of discussion that came up at one of the meetings I attended was, is there anything that can be done with the existing 53 lights poles that we have? I remember there was a tariff issue. Could you please discuss this with the board? What can you do and what are the obstacles that we have to work our way through if we were interested in WE Energies taking over all the maintenance and everything on those poles?

Chris Balliet (WE Energies): All of our lighting is through a Public Service Commission tariff. The tariff as it stands now is for only a full installation, where we do the installation, we provide the materials, we provide all the labor, once it's installed and energized, we then provide the maintenance and energy for as long as you want the lights. We have no tariff at this time to just maintain a customer owned lighting system. There is the possibility of WE Energies taking ownership of those existing lights in order to get through that tariff so that we would have and maintain them. The obstacles would be that WE Energies is always uncomfortable taking over lights that they did not install, because you can see the pole and fixture but you can't see what's underground. What we can do in this situation, is I will work with Ray, we will try to get those lights to the point where each one does have a photo control, so it is out of control of the individual property owner. We will work with the owner to find out, at least on paper where that power is coming from.

Alderman Chiovatero: For the 53 existing lights the existing cost would be \$22,000.00 per year. I can see that it would be in the streets budget to pay for this power & maintenance. Is there any idea about how many total lights there would be down the road, using National Avenue and City Center as a guideline?

Ray Grzys: The City Center has 117 lights. I'm not sure about the rest of the development on the way down there. If there were any more development along National from Sunnyslope to Moorland the lights would be installed there also.

Alderman Chiovatero: Just for the City Center we are looking at \$45,000.00. Like the idea just looking at the cost and if there is some way to recover some of that cost.

Ron Schildt: In the engineering operating budget for the last three years a project to basically tie in all of National Avenue and have the street lighting put in. The cost estimate we had last year to do those came up to about \$5700.00 per pole, which is close to what WE Energies comes up with for a per pole price, which is still something we would have to pay for down the road if we want to do all of National Avenue. We would own the pole and all we would pay for would be the electrical costs. We would maintain those ourselves.

Alderman Chiovatero: We do need consistency. There was an issue with Jewel-Osco last year, all the lights wouldn't go on for a long time, they had an issue with the lights being connected to the parking lot lights.

Mayor Wysocki: We need to have a consistent way of lighting. This is an opportunity for us to set up a policy with developers where we can, to have them being responsible for the cost of installation. Can we think this through and make a decision next month.

JP Walker: There is a lead-time of 8 – 10 weeks to get these lights. We need to make a decision now.

Mayor Wysocki: The decision here is then that we would have the developers purchase the poles from WE Energies, is that correct?

Ray Grzys: They would be responsible for the pole, we would be working with WE Energies and they would be reimbursing us to make the payments.

Mayor Wysocki: My point is that they would be purchasing the poles from WE Energies and then attached to that is the idea that we would then also contract with WE Energies as part of that we would have the maintenance and power agreement. It doesn't go to each individual development; it would be off of one main switch.

Ray Grzys: The same as with our other lights right now, there are no meters, so many poles have so many fixtures and each fixture has a dollar amount on the cost base on the wattage of the bulbs, those are standard and it's a package deal, the electrical and maintenance charges are part of it.

Alderman Chiovatero: How long is the agreement for?

Ray Grzys: Until them or we cancel it and at that time if there is any cancellation, the poles come out.

Mayor Wysocki: Would like to see us move on this. This could be the beginning of a citywide policy to take care of our whole citywide street light situation. I don't think we can continue on with it the way it is now. We are going to have to acknowledge the fact that it is going to be the city's responsibility to pay for the power and maintenance of our street light system. We will have here the opportunity to have the consistency with the style of lights, and they will be paid for by the developer, and we can work through some of the existing system we already have in place.

Alderman Chiovatero: The only issue I have is adding the dollar amounts to the budget.

Ron Schildt: The City Center lighting system is totally different then what we have done for other areas that we have done on National Avenue, where they are doing the energizing. The developer has worked with the city on setting up three major areas where this is going to be where the electricity is coming from, it won't be that each individual building where turn on the lights in their portion of the City Center. We will pay the electrical costs, but not the maintenance.

Alderman Chiovatero: We currently pay WE Energies for electric for some of the other city poles right now, correct?

Ray Grzys: Yes, for all of the street light poles that are at the intersections. We are also looking at the possibility of streetlights for the redevelopment of the industrial park.

**Mayor Wysocki: Made a motion to approve to request the Council to approve a city light agreement with WE Energies for Night Aura street lighting to include maintenance and energy charges in the amount of approximately \$28 per pole for maintenance and \$6.38 per pole for energy charges. The developer would pay for the cost of the new fixtures and poles installed. The cost of the additional money would be increased in the Street Department annual budget 2005 account #221.01.**

**JP Walker: 2<sup>nd</sup> the motion.**

Alderman Harenda: Who does the maintenance on the current intersection poles?

Ray Grzys: WE Energies.

Alderman Harenda: Is there a charge for that?

Ray Grzys: It's built into our rate structure.

Alderman Harenda: Why is this any different?

Ray Grzys: Because these are a different type of lights, they are not the standard type of lights and they are more expensive.

Alderman Harenda: What are they looking for in the industrial park?

Ray Grzys: They are looking at fiber poles, with a shoebox type light which is a standard light. If they did that would also be under a contract agreement with them to maintain those lights. The ones that they did look at were not in the WE Energies catalog, but they will take it back and see if they would reevaluate it.

Alderman Chiovatero: What do we pay per month now?

Ray Grzys: I don't have those figures with me.

Chris Balliet (We Energies): For the wood poles there is a flat rate for every wood pole. On the decorative lights our tariff is such that you pay a percentage of the installed cost of that light. The monthly maintenance cost does include everything. If it's knocked down it's replaced, if in 15 years that fixture is corroded or pole is bad, it will get replaced.

Alderman Chiovatero: So it includes the entire maintenance of the pole?

Chris Balliet (We Energies): Yes, even underground facilities are included.

Alderman Chiovatero: I will support this, would just like to get some idea of what we are paying to WE Energies right now with the additional cost that we would be adding to our already tight budget.

Mayor Wysocki: Ray could you please have the actual agreement in the packet for the Council?

**Upon voting, the motion passed unanimously.**

#### **ITEM 10-04                      Development Agreement for Rogers Glen Subdivision**

JP Walker: Recommend to the Common Council approval of the Development Agreement subject to final review as to form by the City Attorney.

Rogers Glen is a 60-lot Conservation Subdivision located on approximately 151.87 acres north of National Avenue and west of Racine Avenue. The Development is located outside of the Ultimate MMSD Sewerage District and will be served with private wells and sanitary septic systems.

Alderman Chiovatero: In looking through this developers agreement, the only question I have is the Homeowners Association and their responsibility as to how some of the things are going to be taken care of, for example the cleaning of the ponds. I see the possibility of the responsibility of these ponds eventually falling on the city, how does the city get paid for that?

JP Walker: That has been covered on page 5 of the developer's agreement, paragraph C, section 2. The city will make the repairs and then charge them for all the direct and indirect costs. Because this is our first conservation development, it will set the precedence for future developments of this type.

Alderman Chiovatero: It seems like a place to start with figuring how to deal with costs down the road.

Mayor Wysocki: Conservation subdivision, with the way it's structured, each of the owners has a fractional ownership of all the open space and that's how then we can determine then if there is a situation where the city does have to perform that repair or maintenance through this agreement we have the authority to assess the costs among those 60-lot homeowners.

Alderman Chiovatero: Would it be possible throughout the rest of the city to get an ordinance together for other subdivisions that are covered like that?

Mayor Wysocki: We would have to check with the city attorney.

Alderman Ament: On page 10, item B. No private sewerage system shall be located within the existing tree line adjacent to the Development's exterior boundary line, is that a specific area or is that just generally.

Dean Frederick: We are talking about the entire perimeter of the subdivision, wherever there is a tree line, we didn't want to get involved with removal of any trees at all, so we are going to preserve the existing trees on the border of the subdivision.

Alderman Ament: On page 3 under Sanitary Sewer system it states that each and every lot in the Development shall be served by an on-site disposal system and then under B it states should any of the Common or Open Spaces be used for private on-site sanitary disposal systems. That seems contradictory.

JP Walker: Each lot owner has the option of putting the system on the lot or putting the system in the common open space as laid out by the "Septic System Plan" of Rogers Glen. Staff has had extensive discussion with the developer on this issue because of concerns that we have with having the septic system in the open space. Our hope is that the majority of the septic systems will be located on the lot, but there may be some by the property owner not to do that, they have that option.

Alderman Ament: If you compare A to B it seems like they are contradicting each other, one says they may be allowed to use common or open spaces but A says each and every lot in the development shall be served by an on-site disposal system. Can the City Attorney look at this to make sure we aren't giving the people two different directions?

JP Walker: We have left out some of the wording it should read "served by an on-site disposal system with the option of having a system in the common open space."

Alderman Ament: I feel that should be included in there because it does seem contradictory. The last thing that I have is with the 5<sup>th</sup> whereas on page 1. The decision was issued by Judge Robert Mawdsley on November 20, 2002 that the Preliminary Plat is approved. Then I go down under general, item C – subdivision plat substantially in conformity to the approved preliminary plat. What does this mean?

Atty. Rick Kobriger: This language came from the City Attorney Mark Blum, it is based on the statute chapter 236, which says that the final plat shall be approved if it is in substantial conformance with the preliminary plat, so Mr. Blum intended to make sure that the statutory language was used in the developers agreement.

Alderman Ament: The plat has not been altered in any way?

Atty. Rick Kobriger. No

Alderman Harenda: Are we looking at allowing septic systems in the outlots in future subdivisions?

JP Walker: This does not preclude the location of septic systems. We had that checked with the city attorney, and he said that they are allowed in common areas.

Alderman Harenda: The majority of the septic systems are on the parcel itself.

JP Walker: These are the alternate locations. We had required the developer to prepare this plan so we knew where the alternate locations would be or could be located, should the property owner take that option. We wanted to have some control in our hands as to where they would put them. It is our desire that the primary location be on the parcel, but should the property owner choose for whatever reason to put it in the common area.

Alderman Harenda: Is this the policy we are looking to take on future conservation subdivisions?

JP Walker: It depends on the subdivision.

Alderman Harenda: So the homeowner that purchases each individual lot has the option of placing it wherever they want.

JP Walker: We would want the 1<sup>st</sup> choice to be on the property.

Alderman Harenda: So we have no way to enforce this?

JP Walker: No

Mayor Wysocki: The alternate locations would be more expensive to the homeowners than putting it on their own site. If the owner chooses not to put it on their property they go into a common area, they are defined exactly where they would be because they would then impact any of the other issues that we have.

Alderman Harenda: Does this agreement preclude property owners from combining their systems?

JP Walker: This agreement does not talk about what happens if a system fails and has to be replaced in a different location. It is strictly under county jurisdiction as to where future septic systems would have to be located; the city does not get involved with that.

Mayor Wysocki: Don't want to get involved with community-shared systems because we could become responsible for it in a utility type of manner.

Alderman Ament: Could that pose a problem being in the open space, for the association or the city if there was a problem with that system?

JP Walker: Not aware of anything, and the city attorney has not cautioned us on any problem.

Alderman Ament: At the workshop that we went to, I do believe that he talked about systems being in the open space. I think that was something that they had pointed out some areas where they had them in the open spaces.

Mayor Wysocki: In many instances it's better to have smaller lot sizes because it increases open space. What has to be taken into consideration as you reduce the size of the lots, you may want to allow that on site septic system to be in the open space.

Alderman Harenda: The city won't incur any additional cost when Racine Avenue is reconstructed will they?

JP Walker: The timing on this development is very close to the timing of the reconstruction of Racine Avenue. The developer and contractors are aware of it, and the proper coordination will be taking place.

Alderman Chiovatero: What if they wanted to put a park in their subdivision?

JP Walker. It does not preclude an area for park equipment.

Alderman Chiovatero: I could see someone wanting to take an open space and making it into some type of park.

JP Walker: If that were being planned as part of the development, then on page 12, paragraph it would be included in the list of common area improvements that the developer is required to present to the city. If it happens after the fact, I'm not sure what steps the Homeowners Association would have to go through with the city, if there are any to turn the area into a park like setting.

**Mayor Wysocki: Made a motion to recommend to the Common Council to approve the Development Agreement subject to final review as to form by the City Attorney.**

**Alderman Chiovatero: 2<sup>nd</sup> the motion.**

**Upon voting, the motion passed unanimously.**

**Alderman Chiovatero: Made a motion to adjourn the meeting.**

**JP Walker: 2<sup>nd</sup> the motion**

Meeting was adjourned at 9:40 AM

