

Meeting called to order by Commissioner Fred Goebel, acting in place of Chair Fuller, at 7:01 p.m.

**PRESENT:** Jim Kummer, Fred Goebel, Mary Ann Bergin, Rich Ternes, Guy Jones, Phyllis Summers, David Schleicher. **Absent:** Doug Fuller, June Spoerl. **Also present:** Attorney John St. Peter, David Gartman, Dale Sommer, David Senkbeil, Cheryl Rostollan, Steve Boll, Steve Westphal, Terry Johnson, Scott Anderson, Marko Zagar, Rick Meyer,

Hearing for rezoning opened at 7:02 p.m.

Scott Anderson, President of Kohler Company: Thanked everyone for all of their work on this project.

Steve Boll: Explained process to-date.

Marko Zagar: Expressed that he does not want the portion along the river being dedicated to the town.

Boll: This will not

7:07 p.m. Public hearing closed.

JSP: wants to be sure that Kohler Co & the TB are on the same page, with the effective date of the rezoning to be upon the execution of a Development Agreement. JSP wants to be sure that his client is protected. With the other point being with regards to the Farmland Preservation Act and the associated conversion fee. The County is looking into this issue along with Conversion fee on or after Jan 1, 2010 however the Dept. will not Kohler Co's application pre-dates Jan. 1, 2010 and if JSP is wrong a large conversion fee would be triggered. Worst case scenario the WI Dept. of Agriculture would trigger this fee and the town would

Anderson: Until the Development Agreement is executed tonight the rezoning is not in place so Kohler Company has the option of to not sign the Development Agreement if a large

Gartman: There always was a Use Assessment Penalty in place. His concern was that at any time a County Board member who is on the resource committee could raise a question.

Kummer1 moves to accept rezoning conditionally upon execution ; 2<sup>nd</sup> by Ternes; of With rezoning conditional upon execution of Development Agreement; Kummer/Bergin/Summers/Ternes/Goebel aye and Schleicher abstaining.

Schlei1; Kummer2; uc & meeting adjourned at 7:20 pm

TB meeting called to order by Chair Gartman at 7:20 pm

1. **G1 to approve rezoning request as listed in a, b, c, d and to be effective upon execution of Development agreement with ; Sommer2; question by Sommer – did acreage change? Add" as described in legal descriptions in attachments"; uc**
2. Development Agreement for Deer Park Subdivision – St. Peter provided a new draft of Development Agreement received today.
  - a. St. Peter provided latest comments from Doug Fuller to John Yentz (page 3 in red). Note: only Outlot 1 would be dedicated to the town. The expectation of everyone in this room is that at sometime the sewer w/b extended south and it is important to control that lot. In the document there is a landscape easement and Kohler's concern is that a future lift station

would be designed to and Kohler is asking for veto-power as to what a lift station would look like. TOW's concern is that Kohler.

Westpahl: Our perspective is that we will always be there and the aesthetics are very important to Kohler Co. That is the primary entrance to this development (where the lift station is located) and we think all the residents in the area would. St. Peter: There's an easy solution – that Kohler would pay for the additional aesthetics, over and above what TOW would submit. Anderson: All we are looking for is architectural approval. For us to set a standard that would be **“approval in sole disgression” versus “right to review and approve, but approval cannot be unreasonably withheld”**. Anderson: **“Incorporate design guidelines for Deer Park and “right to review and approve, but approval cannot be unreasonably withheld, delayed or conditioned within Deer Park Subdivision's guidelines being attached to the agreement (28 page document that can be attached and incorporated in the document)”**.

JSP: The taxpayers will be liable for the enhancements, so the TB needs to be able to tell the taxpayers

Sommer: Terry, wouldn't the lift station be next to the present one versus across the road?

Johnson: There w/b phases, it may be 25 years b/4 a large station w/b needed. Sommer: Why would you dig up pipes, it's approximately 40 feet from the current/

Gartman: The developer doesn't want to pay for anything other than what is in their own development, with the designed lift to be sized conservantly for only the development.

Gartman cannot represent a municipality without thinking about only one development and no other development.

Westphal is hearing two different conversations, the capacity and the aesthetics. Gartman's point is that the financial contribution is not included.

Westpahl's point is that Kohler is the owner of the majority of the land in that area and if it is appropriate to

Gartman is representing a community, and a utility district; not one person. He's looking at this as a district and a functional system that would need to be created and run by the entity.

JSP thinks that this issues is fairly narrow, if there's a substantial increase over what a “normal” lift station would be “the grantor's existing

JSP: The key will be the guidelines.

Anderson: I appreciate the chair's concerns and blinders. While Kohler Co. will not be the developer in 25 to 35 years, the purchasers of the property

Gartman: Within 35 feet a raised berm could be added and so blinded that nobody would ever see it.

JSP: Under the Landscape Easement, Kohler will leave the

Westphal: Although we (Kohler) won't be at the table when the lift station is added, Kohler Co. will be the developer and will be

City of Sheb provides

JSP: Do you want a separate Utility District for the streetlights?

Kohler Co: Yes

Outlots: TOW is accepting dedication of Outlot 1 only.

Only Outlots in Phase 1 are: 1, 2 & 3 with severe

Temporary road: Boll provided Exhibit D. The only issue whether it is chained.

Boll: If it is chained, it's a closed road.

CHAIN ROAD WITH SIGNAGE, "PRIVATE ROAD, NO TRESSPASSING" – NO LOCK

Granular versus soil road in Outlot 1. Q: Will the Town be paying the extra amount for the deeper sewer.

Anderson: Either can be used, but if the TOW makes the decision to use granular versus soil, then they should take the risk of making that choice.

Johnson: If granular isn't used throughout the project, you could get different results. When it gets down to how much the TOW will be paying for the deeper sewers, is the TOW willing to pay the additional \$33,000 for the granular for the deeper sewers?

Gartman: Is there a year or two to settle.

Granular versus native soils? You'll have some differential settlement for any road. Our intent would be to create the roads this year and pave the roads next year. Years 4, 5 and 6 could be more expensive. Native soils would have less settlement.

If you don't have gravel across the entire road, you'll have natural settlement. This can be controlled during construction. This w/b

Bids for bill w/b somewhere between \$130,000 - \$200,000. Butyen-Peterson is the low bidder and very

Johnson doesn't have a problem w/granular material, it's a matter of whether the TOW would pay for it or not. One way or another, this will be paid for by the residents, it's just a question of how (either by Kohler Co. or in a Mill Tax).

Gartman asked Johnson how the TOW stands regarding the easements. In Phase 2, Kohler suggests that we go through Outlot 6, which seems like a reasonable compromise.

JSP: Interceptor location: OK

Rezoning:

AECOM Scope & Estimate: Exhibit H, Dated March 15 – OK

Kohler's response to 4/28/10 AECOM letter both OK:

- 1.) Influent & discharge piping: OK w/Kohler
- 2.) 15" pipe, s/b looked at to be sure it is sized properly: OK w/Kohler

Only issue yet is granular versus

Anderson's opinion is that if the TOW wants to make the decision to go to the lesser fill that it would be the

Johnson: recommends using the granular material, with the only issue being who pays for it

KC is already paying for 30' of the granular fill and is looking for credit for the bottom section.

Johnson: going back to the cost -- \$164,000 with the question of additional \$34,000 for engineering costs, identifying additional costs for deeper sewer (see 4/1/2010, Revised 4/22/10 doc prepared by Kohler Co entitled "Deer Park Subdivision Sanitary Sewer Upgrade Cost". Gartman asked T. Johnson to speak to these figures – Questions w/b does the TOW want to pay for the additional engineering. Kohler is proposing to pay for the additional engineering and plan revisions,

Gartman asked how the fees would/should be disbursed between SD's & Town? The costs of the sewer system will be born by the SD, not the Town.

Sommer: What happens if Phase 2 never happens? Can we get an easement to get our sewer through? There wouldn't be dedicated streets for those easements. A description of an easement for a future road could be added so that the town's SD If Phase 2 does not occur bla, bla, bla. What JSP & Westphal agreed to is fine.

JSP explained 4.) No Annexation, it's pushed as far as TOW can take it and reviewed all of Doug Fuller's comments and how they have been resolved with Kohler Company's attorney.

Gartman thanked JSP and Attorney John Yentz and his appreciation for their assistance. JSP complimented J. Yentz – 1<sup>st</sup> Class.

- a. S1 to Move to approve Development Agreement subject to legal counsel's confirmation that changes have been incorporated into the document; Senkb2; uc

3.) Preliminary Plat for Deer Park Subdivision – Boll presented plat approved by PC; changes (that did not include any road changes) 40 lots to 47 lots (realignment of lots lines); all lots are at least ½ acres and all comply to R-1 zoning, proposed to do in phases with N. ½ first; TOW suggested to extend Ringneck;

Motion to approve Preliminary Plat for Deer Park Sub; Sommer2; uc - Westphal will provide JSL with the P

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8:55 opened

8:57 closed

WI Dept of Commerce to speak or object

WI DNR to speak or object

Sheboygan County to speak or object

Kohler Co receive any objection letters? No

Terry Johnson receive any objection letters? No

TOW receive

Order needs to include:

Gart1; Senk2; Motion for order; motion uc

Resolve that the TB does hereby find that the petition satisfied the requirement of WI Stat 60.71)6) (b)

Further resolve that the TB does hereby order the creation of SD # 3 of the Town of Wilson and to these authorize and direct the TClerk & T ATTory to take all necessary action consistent with the intent of this resolution.

(Work is necessary

Public Health, Safety or Welfare will be promoted

Work will be benefited by the District

Adj: G1; S2; uc & meeting adjourned at 9:04 pm