

**Village Board Publication – Campbellsport Village Board – June 6, 2005**  
**Special Board meeting which was held in the Campbellsport Village Council Room, 177 E. Main Street**

Item#1 – Meeting called to order by Pres. Uelmen at 6:30 P.M.

Item#2 – Meeting notice was given to the Campbellsport News, National Exchange, Post Office, Library and posted at the Village Hall and in compliance with the open meeting law.

Item#3 – Roll Call: Tr.Boldt, Tr.Schwartz, Tr.Twohig, Tr.Stoffel, Tr.Volz Daniels, Pres.

Uelmen. Excused was Tr.Yahr

Others in attendance: Ron Weis, Steve Lentz, Nick Mueller, Matt Stephen-Excel, Jerry Groth-Strand, Bill Schill, Joann Schrauth

Memo to the Campbellsport Village Board of Trustees was read aloud by Pres.Uelmen explaining purpose of meeting to review Developer's Agreement and request by developers to proceed with utility work without a signed Developer's Agreement.

Jerry Groth of Strand Engineering for the village stated meetings have been going on since Dec/Jan regarding engineering standards and discussing wet well location.

Matt Stephan- Excel the developers engineer stated preferred final layout for piping, sizes and wet well and requested to move forward for final location and ordering of supplies.

Documentation by Strand for location was presented.

Pres.Uelmen asked J.Groth about any altered design features the village may request for increased capacity or upsizing and would be responsible for? Groth stated the ultimate basin for gravity flow into lift station would possibly need a slightly bigger pump, electrical switch gear large enough for larger motors, and slightly oversize generator.

Sizing of force main from 6" to 8" already designed per Matt Stephan.

Ron Weis stated Lift Station is germane to Commercial quadrant. If Lift Station is in question he would like to postpone Commercial Developer's Agreement to a later date or have clarification in a special document and price out with alterations with cost to village.

Developers are in agreement with Strand to re-design wet well & lift station within the next 2 weeks or 1month at maximum to not hold up project.

Item#4 – Developer's Agreement and letter dated June 3, 2005 from Atty. John Macy reviewed point by point.

(1). Unfinished condition of the road. – Developers accepted suggested missing language

(2). Village & Developers discussed and agreed with approval of layout & design of lift station by Strand and final construction documents will be approved no later than 30 days of signed acceptance of developers agreement

(3). Motion by Tr.Stoffel, seconded by Tr.Twohig to eliminate sidewalk at end of cul de sac on Valley View Drive at South end. Ayes-6, Noes-0

(4). Change language from Residential to Duplex development and after discussion the following motion was made to change attorney wording.

Motion by Tr.Twohig, seconded by Tr.Boldt to allow 5 building permits for duplex units and 2 building permits for condo units to be built by developers only after the gravel base and utilities are installed and before the first lift of asphalt is laid. Ayes-6, Noes-0

Motion by Tr.Volz Daniels no second to move to issue up to 5 duplex building permits and up to 2 condo building permits for developers only before the 1<sup>st</sup> lift of asphalt is laid.

Lengthy discussion on recommended language insert on point #4

Motion by Tr.Twohig, seconded by Tr.Stoffel to leave out additional language in point #4 as recommended by Attorney Macy as in draft #5 developers agreement. Ayes-5, Noes-1(Volz Daniels)

(5). Occupancy permits – Make conditions for occupancy permits the same as building permits exclusive of the 7 building permits for the developers which would be exempt. Change language to say: \*\*issuance of building permits exclusive of up to seven permits to developers.\* but, must meet occupancy permit language

(6) Park & public dedication fees. At staffing meetings it is understood that because village does not have an ordinance currently for park or public fees we cannot charge developer on entire development but at a later date could assess a fee to parcels within development. Pres.Uelmen is proposing the following language with attorney review: “Subsequent to the adoption of this agreement, the Village may enact ordinances which require that park impact fees and/or water and sewer connection or impact fees to be paid by building permit applicants. This provision is not intended to exclude the DEVELOPER or any of its members(Ron A. Weis, Stephen Lentz, Nicholas J. Mueller) from these or any other fees being assessed to building permit applicants by the VILLAGE.”

Motion by Tr. Schwartz, seconded by Tr.Volz Daniels to adopt the additional language allowing park, sewer, water or other public fees after ordinances are developed. Ayes-6, Noes-0

(7) – no changes until new ordinance language is developed.

(8) Developers concerned about being responsible for debris on parcels for length of time indicated.

Motion by Tr.Twohig seconded by Tr.Boldt to leave Attorney Enea language as is and not include Attorney Macy language on debris cleanup in Developer’s Agreement. Ayes-3(Boldt,Twohig,Stoffel) Noes-3 (Schwartz, Volz Daniels, Uelmen) Motion failed  
Item was tabled until later in the meeting.

(9) – Language on material changes to agreement for Village to provide culverts under intersection of Campbellsport Dr.and Cty Hwy W. Item agreed upon by staff in meetings with developer. Change Section XVII, D to read: The VILLAGE agrees that it shall be responsible for providing culverts on either side of the Rails to Trails on Campbellsport Drive.

Motion by Tr.Stoffel, seconded by Tr.Schwartz that village if responsible for culverts by Rails to Trails and Cport Dr./Hwy W as stated in Developers Agreement Section XVII, subparagraphs D & E. Ayes-6, Noes-0

(10) – Section XVII – A & B - Developer will pay for providing 8 inch sewer main and not 10 inch. Village agrees with this point and if village would desire larger, then village utility would be responsible for oversizing.

(11) Section XVII, ( C ), according to Jerry Groth understanding on lift station is that design will be completed and costs will be determined within 30 days

Point(8) continued – Ron Weis made an executive decision to go along with Atty. Macy language as proposed for Developer’s Agreement on debris

Motion by Tr.Volz Daniels, seconded by Tr.Schwartz to include the recommended language from Attorney Macy on May 6<sup>th</sup> memo Number #17 and change that notice will be from Village only instead of Village Engineer. Ayes-6, Noes-0

Motion by Tr.Volz Daniels, seconded by Tr.Schwartz to authorize WLM the initiation of installation of utilities in the Condominium section upon signing and approval of the Developer’s Agreement subsequent to attorney language and agreements at the June 6<sup>th</sup> meeting. Ayes-6, Noes-0

Item#6 – Announcements – Clerk will be out of office from June 7-June13

Item#7 – Motion by Tr.Volz Daniels, seconded by Tr.Twohig to adjourn meeting at 8:53P.M.

Motion carried

Respectfully submitted,

Diane Lemke, Clerk/Treasurer CMC

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