

MINUTES  
BOARD OF PUBLIC WORKS MEETING  
April 16, 2007  
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.

Members Present: Mayor Jack Chiovatero, City Engineer J.P. Walker, Alderman Ament, and Alderman Moore. Alderman Augustine was excused.

Staff Present: Ron Schildt, Division Engineer for Transportation; Tammy Simonson, Civil Engineer.

Mayor Chiovatero opened the meeting with the privilege of the floor and asked if anyone wished to speak, seeing none, the meeting was called to order at 8:10 A.M.

**OLD BUSINESS**

**ITEM 01-07 Approval of the minutes from the March 19, 2007 Board of Public Works meetings.**

**Motion by Alderman Ament to approve the minutes.**

**Alderman Moore 2<sup>nd</sup> the motion.**

**Note correction on Page 5, fifth paragraph, should be Alderman Augustine, not Alderman Moore.**

**Upon voting the motion to approve minutes as amended passed unanimously.**

**NEW BUSINESS**

**ITEM 09-07 Appeal for 2<sup>nd</sup> Driveway at 4760 Rolling Meadow Drive.**

**JP Walker: The requested action is from the property owner at 4760 Rolling Meadow Drive to appeal to the Developer's Handbook Standards, Section 3.IV.W.1.a which states that only one driveway is allowed per parcel for residential development. The property owner is here to speak.**

JP Walker – Mr. Dowling, you sent the e-mail to Alderman Ament which was passed on to us and is part of our packet. Could you explain why you are requesting an appeal?

William Dowling, 4760 Rolling Meadow Drive – Rolling Meadow Drive comes down, and about 100 yards up from my driveway it flattens out. As people come down Rolling Meadow, they come very fast over the hill. The speed limit is 25 m.p.h., but many times they are clearly going faster. The issue is, people backing out of my driveway and people that are coming down the hill do not see each other, and there is going to be an accident. My thought is by putting a second exit, people could pull in, circle around in front of the house, and be able to leave going forward which makes it easier to see and be seen. They would also be exiting further down the hill.

Alderman Moore – Is the house built already?

Mr. Dowling – Yes, it was completed last October.

JP Walker – Ron Schildt, Division Engineer for Transportation will present the findings from our line of site analysis.

Ron Schildt – Typically, when we look at a driveway, we are looking at an intersection sight distance which is used by AASHTO. They have different numbers based on what the speed limit is as to what distance is needed to have the proper sight distance. This is assuming that someone is pulling out and going straight, not backing out where obviously, more time would be needed. For someone going forward out of a driveway or intersection, they look at a 3.5 ft. eye height on one end and a 3.5 ft. object height on the other end. We plotted out the profile for Rolling Meadow Drive. From where the gravel driveway that is currently there and up to the top of the hill there is 545 ft. of sight distance. For a 25 m.p.h. speed, it is required to have only 280 ft. sight distance to actually see a vehicle and safely turn onto the roadway. With the distance we have there right now, it is actually a 45-50 m.p.h. sight distance.

JP Walker – Mr. Dowling, on the front portion of your yard where you are proposing this extra driveway, it falls off pretty rapidly from south to north. How are you going to physically construct this driveway?

Mr. Dowling – My landscaper and the people who have been looking at putting in the cement for the driveway have told me that there isn't going to be an issue. The driveway will come around and will be sloped down slightly, but won't be a huge issue.

JP Walker – We have requirements for one driveway for particular reasons. It has to do with the driveway culvert which, in time, becomes problematic because of maintenance issues associated with driveways. If you are interested in moving the driveway, I think I measured it to be 83 ft. to the north. You will be working with some questionable slopes.

Mr. Dowling – Do you mean move the current driveway up here? (Mr. Dowling referred to the drawing.)

JP Walker – When you put in the second driveway, eliminate the existing driveway, and then create a turn around area so you can head straight back out. You seem to have a large area to the South of you house that is already driveway. I think you have options. I have some questions about whether or not you can make the second driveway location physically work with the slopes that are out there. If you can, why not replace the first driveway with the second driveway, and get rid of the first driveway if you believe it is a line of site issue?

Mr. Dowling – I suppose I could. I haven't really considered that. I'm not sure just what the problem is with just adding the second driveway. The problem I have with the driveway I have now as it sits, since it is not done, allows people to turn around with some maneuvering, but people don't. It is not that someone can't turn around, they just don't. I could tell them, but I know they wouldn't do it. They would just get back in the car and back out.

JP Walker – We have specific reasons why the City does not allow a second driveway, but we do look at them on a case by case basis. In my opinion, you have options available that can make it work without having a second driveway. For ease of mind, I would not be opposed to you moving the driveway to that second location, if you physically can create it through your landscaper to circle in front of your home and use the existing driveway area as an area that you can maneuver in to drive back out of the driveway.

Mr. Dowling – People won't do that though. This way makes it worse. They will pull right up in front off the door and won't go all the way around to turn around.

JP Walker – They are your guests, aren't they?

Mr. Dowling – Yes, they certainly are.

JP Walker – So, I think you as the property owner have some responsibility to tell them how they have to maneuver.

Mr. Dowling – I will and I do. This is an accident waiting to happen.

Mayor Chiovatero – Is he going to be able to make this driveway on the slope with the contour in his property? Do we have a maximum slope?

JP Walker – He can make it work inside of 12%.

Alderman Moore – What is the height of land where the new driveway would come out on? The way I calculate it, it's around Elevation 904, which would be about 10 ft. lower. Am I wrong?

JP Walker – The existing driveway comes out at an approximate Elevation of 915, and the new driveway will come out at an approximate elevation of 908.

Alderman Moore – A seven foot drop is fairly significant within 83 ft.

JP Walker – My calculations come to 7.7%.

Alderman Moore – When you come to a highway grade of more than 6%, it becomes a fairly significant drop.

JP Walker – Our Handbook allows a maximum of 12%. We try not to go over 8%.

Alderman Ament – When I drove past last week and looked at it, I remember seeing a substantial slope from the house to the road now. Do we know what that slope is from the front door to the road?

Mr. Dowling – No.

Alderman Ament – So, we have a substantial slope going north. I know we don't like to have two driveways, but I thought it was not so much for turn around driveways, as for a second access to perhaps another building or shed. I'm not sure why this would be a problem for the City. I know it is in the Developer's Handbook, and there is probably a really good reason, but I can't see why having this turn around driveway would be an issue from the City's standpoint. It looks to me that if you pulled in this driveway and made that turn around, it would be a lot easier for anybody, including the resident of the home to maneuver in and out. I don't recall ever going in and out of there when I had an issue with traffic, but I do know that people do come up over that hill relatively quickly. I don't see any harm in granting this, but if it is not approved, is this something he could take to Board of Appeals?

JP Walker – We checked that out, and the answer is no. It has to come here.

Alderman Ament – I don't have any problem with granting this request. I don't see any serious negatives from the City's standpoint. It would be his issue if he wants to spend a lot of money on which looks like a substantial piece of driveway.

Mayor Chiovatero – You are on the east side of the road, correct?

Mr. Dowling – Yes.

Mayor Chiovatero – If there is an issue with speed there, we need to get some enforcement there. This is a young neighborhood, so obviously there are a lot of young children around?

Mr. Dowling – Yes, I have three. The people next door and across the street also have children.

Mayor Chiovatero – I have not been in this neighborhood since late last fall, but I know that there is a crest there.

Mr. Dowling – There is a speed issue with that crest. I don't know if it's people cutting through from Racine Avenue down to Lawnsdale Drive, but I don't believe it is people who live on Rolling Meadow Drive.

Mayor Chiovatero – I know in the past that we have had several people ask for second accesses. One time, a long time ago, we did grant one because it was on the corner. Most of the time we deny these requests because we don't allow them.

Mr. Dowling – What about when the accident happens? After the first one happens, I'm on notice that I have an issue. When the second happens, I get sued.

JP Walker – Mr. Dowling, in your building plans for your home, did you established a location of the driveway, or did the developer?

Mr. Dowling – The developer did. I should have been involved.

Alderman Moore – I also question putting the garage on the uphill side in the first place.

Mr. Dowling – I know the developer told me that the garage is supposed to go on the uphill side.

Alderman Moore – There are also other things that cities do. They put signs on roads that say "Hidden Driveway Ahead". You could also put a sign in your driveway that says, "To Exit, Please Use Turn Around". That could take care of that problem. I do hate to, without taking a look at alternatives first, to create a new precedent. One of the things you hate to do is create more impervious surface so one other thing you could do is to do this with pervious pavement.

Mr. Dowling – I don't know what that means.

Alderman Moore – That means with blocks that allow the water to go through. There are different ways to do that such as with popcorn pavement, or blocks that allow grass to grow up between. Those are some ideas.

Mayor Chiovatero – I don't know what kind of liability you would have in case of an accident, because I would think if the accident occurred in your driveway, it would be the responsibility of whoever was leaving the driveway. It would be their responsibility to make sure, before entering the roadway, that it is a safe access.

Mr. Dowling – I am certain that if someone leaving my driveway was involved in an accident, I would be pulled into the lawsuit. I am absolutely positive. The claim would be that I would be on notice because there was an accident that occurred in front of my driveway.

Mayor Chiovatero – Engineering has found that there is enough distance, even if it were a 50 m.p.h. speed zone, to have the correct line of sight for safety reasons. I personally don't feel this is a big deal, but I'm having a hard time approving it because of the ones in the past that we have denied. We do get a lot of calls for circular driveways, and we are requiring them to create the circle on their property, with only one access to the street. Looking at this, I don't think you have enough room to do such a thing because of where your home is located in relation to the street. Looking at the distances and line of sites, it makes it more difficult to agree.

Alderman Ament – I see some benefit to this safety-wise and convenience-wise, but I don't see any serious negatives.

**Motion by Alderman Ament to grant the waiver from the Developer's Handbook Section 3.IV.W.1.a to allow a second driveway at 4760 Rolling Meadow Drive.**

**Motion dies for lack of 2<sup>nd</sup>.**

Alderman Moore – I would like to take a look at the property.

**Motion by Alderman Moore to table the request for a waiver from the Developer's Handbook Section 3.IV.W.1.a to allow a second driveway at 4760 Rolling Meadow Drive.**

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

JP Walker - Since Alderman Moore is requesting time to take a second look at the property, and obviously staff will be taking a second look at it, I would request that Mr. Dowling have his landscaper take a look at it also. I have concerns directly west of the retaining walls. There are some slopes there that I think will be very difficult without having retaining walls on both sides. I know one of the issues in the e-mail was the concern of having to put in a retaining wall if something was done on the south side of the home.

Mr. Dowling – The retaining wall is a concern if I made this bigger. (Mr. Dowling referred to drawing.) Is that what you are saying is the issue?

JP Walker – What I am saying is that you may have a similar issue at the north end of your proposed driveway because of how it drops off by those retaining walls that you already have. You need to have your landscaper look at that, and while he is looking at that, he should look for any option or alternative design to the area southwest of the corner of your garage for creating an area that could be a potential turn around area without having to put in retaining walls. We need to thoroughly look at options, and your landscaper needs to do that for you.

Mr. Dowling – OK.

JP Walker – When this is brought off the table, which would be at the next Board Meeting in May, you will need to be present to present items that your landscaper has brought to your attention as options so that we have all the information available before we make a final decision.

Mayor Chiovatero – I think it is to your advantage that we are tabling this tonight since it will enable us to do some history on it and in the meantime, solutions you come up will help also. I also plan to go back out there to take a look and see if there are other areas in the City that we have been able to create a second access and the reason. I don't want to start a precedent and have all the people we have denied in the past come back and not have anything to substantiate why we made the change.

Alderman Moore – I agree with Mayor Chiovatero. I have just two more questions. I see two different drawings for your driveway, one with a straight side and one with a couple bump outs. Which is correct?

Mr. Dowling – The one that is up here.

Alderman Moore – The one with the bump outs?

Mr. Dowling – Yes.

Alderman Moore – I just wanted to verify which one was correct. So, that is why you are saying there is no turn-around space because of the bump outs? Why couldn't you have a back around bump out either in front of the house or the opposite direction?

Mr. Dowling – You mean down here toward the road? (Mr. Dowling referred to drawing.)

Alderman Moore – Yes, but parallel with the road. It could be just a 10 ft. or 20 ft. bump out.

Mayor Chiovatero – What the Alderman has suggested is what we have suggested to others that have had the same situation. A turn-around point, whether it be there or up by your garage is what we have suggested to other people.

Mr. Dowling – OK.

Mayor Chiovaturo – I know you are probably anxious to get your landscaping done since it is that time of the year, so I'm sorry for the delay if tabling passes, but I feel it is to your advantage at this point.

**Upon voting the motion to table passed unanimously.**

**ITEM 17-07 Amendment No. 1 to the Development Agreement for Settler's Ridge Subdivision.**

JP Walker - The original Development Agreement talked about developing the entire development in one phase. The developer has come back to us requesting consideration be given to phase it for economical reasons.

**JP Walker: The requested action is to recommend to the Common Council approval of Amendment No. 1 to the Development Agreement for Settler's Ridge Subdivision subject to final review by the City Attorney and I so move.**

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

Alderman Ament – I am assuming that this is just the phasing, and there are no changes to the approved plan by the Plan Commission?

JP Walker – That is correct.

Alderman Ament – Does this mean he would have to come back for a second plat?

JP Walker – There would be separate plats for each phase required.

Alderman Ament – Is he just doing the plat for Phase I now?

Rob Bultman - The way I understand that it will work is we will have the preliminary plat that was approved with the 15 lots and the lay out. The lay out will not change. We are changing the sequence. We are going to construct it in phases with the three cul de sacs. The cul de sac which is coming in off of Wehr Road with the six lots will be Phase I. We have the two cul de sacs that we are going to extend, one from Country Lane and the one coming in off of Jeffers Court in Phase II. My understanding is we don't have to come back to get a new preliminary plat, but that each phase would have a separate final plat. We would need to get final plat approval on Phase I. Then when we put Phase II in, we would have to come back to get final plat approval on that.

Alderman Ament – (Referred to Page 5, Paragraph B.4.) Am I to understand that he will be required to do whatever storm water facilities need to be built in Phase II right away?

JP Walker – Your understanding is incorrect. He is required to do all of these storm water management components for Phase I in Phase I. At the initiation of construction of Phase II, he has to put all of the Phase II controls in place.

Alderman Ament – Will there be any problems caused by doing it that way?

JP Walker – Staff has carefully taken a look at this issue to make sure that there will not be any problems.

Alderman Ament – (Referred to Page 10, Paragraph C.1.b) It says, "Letter of Credit, certified check, or other financial guarantee in the amount of 115% of the value of the public improvements". Is there a reason why we have 115%?

JP Walker – Yes, there is. I you recall, when we adopted the current Developer's Handbook in February of 2006, we were concerned about what happens when a developer proposes to phase a project and the second phase does not occur for years down the road while there are increases in construction costs,

and increases in costs associated in public improvements. To keep the City at zero risk, the decision was made to increase the amount of the letter of credit to cover inflation. We settled on the 115% to allow for potential delays in construction for at least a couple of years.

Alderman Ament – What is it normally if it is just a single phase?

JP Walker – It is 105%. It is 100% for the public improvements, and 5% for inspection.

Alderman Ament – Thank you.

Mayor Chiovatero – I am guessing that you want to go in two phases because of the infrastructure, storm water ponds, and cost of construction?

Rob Bultman – Yes, we are trying to manage costs.

**Upon voting the motion passed unanimously.**

**Item 11-07 Development Agreement for Willow Tree Center.**

JP Walker - The Willow Tree Center is located at 5915 South Moorland Road. The proposed building has a square footage of almost 360,000 sq. ft. There is a potential second phase of another approximately 339,000 sq. ft. It is an office, warehouse and distribution building.

**JP Walker: The requested action is to recommend to the Common Council approval of the Development Agreement for Willow Tree Center subject to final review by the City Attorney and so I move.**

**Alderman Ament 2<sup>nd</sup> the motion.**

Alderman Ament – (Referred to Page 12, Paragraph IV.A) What is an early start building permit? Are we allowing them to actually start before other permits or requirements are in place?

JP Walker – The entire statement is, “An early start building permit for footings and foundations only may be issued concurrently with the installation of public infrastructure.” They are requesting that they be able to start on the footings and foundations, but nothing above grade until the infrastructure is in place. We have allowed that in other situations such as Westridge Development East, across the road. The exact same thing was allowed there. They have a timetable in which to have the building built. This early start allows them to get a jump on it.

Alderman Ament – (Referred to Page 9) It says, “the building permit for the vertical construction of the building shall not be approved.” Is that what you are talking about?

JP Walker – Yes, exactly.

Alderman Ament - (Referred to Page 7, third paragraph, item 4) In red it says, “storm water best management practices”. Is that what the change is? Did it used to say just, “storm water management”, and we added the “best practices”?

JP Walker – No, it used to say, “detention and retention ponds”. They are many more best management practices other than just ponds. They have bio-retention swales and different types of storm water controls that go beyond the original wording in the boiler plate.

Alderman Ament – Is that something we should change in the boiler plate?

JP Walker – It has already been changed and waiting for our next set of revisions to come through.

Alderman Ament – (referred to Page 1, first Whereas ) This is not going to be a multi-tenant building, is it?

JP Walker – It is not going to be a multi-tenant, and perhaps the developer can add why this language was added.

Alderman Ament – If they change their name, will they need to notify the City?

JP Walker – They do not have to come back here, but they do need to notify the City of the name change.

Alderman Ament – If there are any requested changes in the future to the Developer's Agreement, would it show both the names?

JP Walker – Yes, we have done this in the past. We have referred to the previous name to keep the continuity.

Alderman Ament – (Referred to the bottom of Page 1) The part that is in red at the very bottom, "except for such terms which the City and Developer agreed to not need to strictly comply". Do we have a list of these things that we have decided not to require them to comply with?

JP Walker – I am not aware of any right now. What usually occurs, is during construction there may be something called for in the plans where there is a need for a field change, and that has to be agreed to by both sides before it occurs. This is the language that the Developer's legal counsel has asked to be included in the development agreement.

Alderman Ament – What kind of changes could there be? We have seen this recently in other issues where the Council or the Plan Commission or the Board might pass something assuming that something is going to be done a certain way. Other than minor changes, does this leave the door open for a change that would allow something that we didn't intend as far as the voting body?

JP Walker – I will give you my perspective for allowing it to be in the development agreement. The City Attorney did not have any problems with it. I focused on the wording "City and Developer have agreed". That tells me when a change comes up that has to be made in the field, it will be thoroughly reviewed by the City, and it will be an agreement between the City and the Developer for each specific change, if there are any. I believe the necessary controls are in place to insure what was approved by the governing bodies will indeed be constructed.

Alderman Moore – That language says, "have agreed", which means have already agreed, in other words it doesn't sound to me like it is in the future. From my recollection, there are six or seven of the LEEDS standards, which they indicated they were going to try to comply with, but they may not be able to. I am wondering if this language refers to that?

JP Walker – If we could have a representative of the development come up, please?

Michael DeMichele – Willow Tree Development, 2060 N. Humboldt Avenue – I represent the Willow Tree Center project. My partner, Dan Sieble is here to address any questions you may have regarding the legal change. I can reply to the LEEDS standards. We agreed, as a group, that it was an inappropriate place to put them in the Development Agreement as it deals with infrastructure, however, we have written at least two letters that talk about our commitment to the LEED program and the several components that we will integrate into the construction of this building. The City wants to know how to insure that these LEED components get into the building, and we want to make sure the City understands that even though the City does not have a LEED accredited professional on staff, we plan to propose a letter this week which says our contractor will provide their LEED registered professional to give a written confirmation of the LEED components that they integrate into the construction. Our architect is also a LEED accredited professional, and he will provide a letter of verification to the building department that these things have been done. Therefore, you will have two LEED accredited people, one representing the contractor and

one that represents the architect. You don't want to get into a situation where at the end of the project, the City is wondering if these things were done and doesn't have a reasonable way to know.

Alderman Moore – My question though was whether the language was added in order to take care of exactly what you just mentioned?

Michele DeMichele – Yes, that was one of the reasons. The other reasons, through the process there have been a few instances where we have obtained waivers to this handbook, and I wanted to confirm that is part of this agreement. That is the primary reason it is in there.

Alderman Moore – Since the language says, “have agreed”, its things that have already been agree to, is that correct?

Michele DeMichele – That is correct.

Alderman Moore – Thank you.

Michele DeMichele – I think, as JP said, there could be things that occurred or are about to occur in the field that we would meet upon and request consideration. For example, one of the things we have done with staff that is unusual, but enjoyable, was a preliminary meeting to the preconstruction meeting. It was very helpful, and one of the things we talked about was orange construction fence as well as silt fencing. We found an orange silt fence, and it seemed to us that we could use the orange silt fence everywhere instead of construction fence in some places and silt fences in other places, and it might be something the City would agree to. We requested that and the City is considering it. This would be one of those things that is a new idea and if everybody agrees to it, we would be able to go ahead and do. I think there might be other things throughout the process like this that we might want to incorporate.

Alderman Moore – I think that is an example of something that complies with the spirit of the law, and I think this language doesn't really talk about that because it doesn't say “will agree to”, but it talks about “have agreed to”, so I think if you are going to come with things that are substantially different from the Developer's Handbook, it would be a change to this Development Agreement, am I not correct?

JP Walker – I think you are correct, but I am not aware of anything that has been discussed on this project that would fall into that category.

Alderman Moore – I am just talking about future things.

Michele DeMichele – What if we add the words “minor items that will be agreed to”?

Mayor Chiovatero – I think you understand the reason for it is the tight time schedule you are on. I can understand why you put that in there because obviously, when you are in the field, things change and it is probably a lot easier to deal with City staff, without going through a whole process of stopping everything. I think we know if something really happened, the City staff has the right to stop you at any time if it is not complying with the plans or Development Agreement.

Michele DeMichele – I would feel more comfortable with the present language.

Alderman Ament – I am comfortable with it, and as Alderman Moore has pointed out the “have agreed”, so I am assuming that means anything that we have agreed, or anything in the future that is equivalent. That is the kind of stuff that staff should be doing. If there is a substantial change in a part that bothers me, it would be “except for such terms which the City and Developer agreed to not need to strictly comply”. It seems to me that it is open for interpretation. Because it says “have agreed” I am assuming that any changes that would change what this development is or any of the standards that are needed to be complied with unless it is an equivalent, I would expect we would see it as an amendment to the Development Agreement. Therefore, I don't have a problem with it because it says “have agreed”.

**Upon voting the motion passed unanimously.**

**ITEM 12-07 Inter-Municipal Agreement for the Redesign of 124<sup>th</sup> Street and a portion of Grange Avenue.**

**JP Walker: The requested action is to recommend to Common Council to approve the Inter-Municipal Agreement with the City of Greenfield and the Village of Hales Corners for the redesign of 124<sup>th</sup> Street from Grange Avenue to Cold Spring Road and Grange Avenue from just east of St. Mary's Drive in New Berlin to 121<sup>st</sup> Street in Hales Corners and I so move.**

**Alderman Moore 2<sup>nd</sup> the motion.**

JP Walker – You will see in your packets the draft agreement that the City Attorney has reviewed, and has been reviewed by the legal counsels from both Greenfield and Hales Corners. The gist of the agreement is the cost share of design costs that are spelled out in the fiscal impact. New Berlin's share is 47.9%, Greenfield's share is 25.1%, and Hales Corner's share is 27.0%. This is based on common footage for roadway improvements between municipalities. We have a subsequent issue paper coming forth that discusses about the actual design contract. I can tell you that we sent invitations out for eleven firms to bid on this contract with five proposals. I will be discussing that further in the next issue.

Alderman Moore – On the back page of the Requested Action Statement, second line, last word is Greenfield, it should be Village of Hales Corners. On the next page, under the public quotes, third line starts out "Grange Avenue", the fifth word is "the" and "its", cross out "the".

Alderman Ament – (Referred to Exhibit A, Item 1) We are looking at, for example, making Calhoun Road an urban cross section with curb and gutters and storm sewers and all the other amenities for an urban roadway. Why are we now, in an area that is heavily populated, looking at a rural cross section? Is Hales Corners requiring that?

Ron Schildt – We are not looking at this project as a whole reconstruction project, it is more of a rehab project. When it first started out, we were just thinking of overlaying the street or resurfacing. We have expanded the scope. The City of Greenfield does want to go to an urban section. This area works either way from a storm water standpoint. We are widening the roadway slightly to meet WisDOT standards, otherwise we could not get the funding. We are required to have at least a 12 ft. wide lane in each direction plus a 3 ft. paved shoulder, plus at least a 3-ft. wide gravel shoulder.

Alderman Ament – Will we be using the paved shoulder as part of the Alternative Transportation?

Ron Schildt – It is not on our Alternative Transportation Plan to do anything with that. It shows a proposed shoulder. Originally, we looked at doing a 5-ft. wide paved shoulder through that area. I know Greenfield and Hales Corners did not indicate any need for their side of the roadway. Once we get into the design contract and public informational meetings, we will find out whether there is something along there that the people would like to see. We have a 60 ft. right-of-way on our side, so we do have room on our side of the roadway for an off road trail or side path. It is just a matter of whether we would want to do it off-street or on-street, or not at all. It can be discussed at the public informational meetings.

Alderman Ament – Thank you.

Alderman Moore – Since it specifically indicates a 3-ft. wide paved shoulder, can it easily be changed in the future or do we need to change it now?

Ron Schildt – Those are all design changes, whereas this is the agreement between municipalities to share in the cost of design.

Mayor Chiovatero – If there is a decision to put in a wider paved area for alternative transportation, it would be done within the design approval process.

Ron Schildt – That decision would not affect this agreement. Once the design moves forward, residents in Greenfield or Hales Corners may decide they would be in favor of some kind of path, and at that point we may need to have something to revise this agreement to include dollar amounts contributed toward the design.

Mayor Chiovero – We have had meetings with Greenfield and Hales Corners, and we have all agreed to the preliminary design. Based on those discussions, we arrived with these cost breakdowns. If anything drastically changes on either side, the cost would be the responsibility of the municipality who wants the change.

Ron Schildt - This is only for the design portion. It will affect them more during construction when they want to put it in. There will be another agreement for construction costs that they would be contributing.

Mayor Chiovero – I know Greenfield may want to go more urban, therefore should pay for that portion of that change. Is that the understanding right now?

Ron Schildt - Yes, that is why we try to come up with a preliminary design. We know Greenfield wants to go to an urban section, so that is the way it was presented to the consultants. We want as accurate as possible design cost. Minor changes, such as a 3-ft. or 5-ft. paved shoulder or adding a little sidewalk is not going to change the design cost, only the construction cost.

JP Walker – The language of the last sentence in Item #1 on Exhibit A, specifically was added at the request of Hales Corners. They want to try to minimize the amount of land acquisition that is required. They clearly have the most number of parcels of all three communities. That is why the language is worded as it is.

Alderman Moore – Could you explain Item #4 on Exhibit A?

JP Walker – The language used is, “The existing 48 ft. urban cross section will be milled a nominal 2” at the curb flange line to re-establish a 3% cross slope. Milling will stop on the North side of the Beloit Road intersection.”

Ron Schildt – That is the area between Cold Spring Road and Beloit Road. That area already has an urban section with a nice width. We did work at the Cold Spring intersection when we did the Cold Spring Road project. All will we do in that area is basically mill off the top 2” and resurface and re-establish a cross slope.

JP Walker – Right now the cross slope is probably 2%.

Alderman Moore – Are you saying it has deteriorated to a point that it needs to be resurfaced?

Ron Schildt – It needs to be resurfaced, but the actual pavement structure appears to be fine. Borings will be done to determine that.

**Upon voting the motion passed unanimously.**

**ITEM 13-07 Approval of the Design Contract for the redesign of 124<sup>th</sup> Street and a portion of Grange Avenue.**

**JP Walker: The requested action is to recommend to Common Council the awarding of a Professional Services Contract to the lowest responsive, responsible consultant, Crispell-Snyder for consulting services related to the Redesign of 124<sup>th</sup> Street from Grange Avenue to Cold Spring Road and a Portion of Grange Avenue from St. Mary’s Drive to 121<sup>st</sup> Street (Hales Corners) in the amount of \$173,380.00. The total Contract is not to exceed \$200,000.00 and I so move.**

**Alderman Moore 2<sup>nd</sup> the motion.**

JP Walker - Sources of Funds was left out of the motion and it needs to be added, the design account is 04251100 63015 C2007. We have a total approved budget of \$220,000.00, so we are \$20,000.00 under that approved budget. Below Sources of Funds you will see the breakdown. If you recall, I talked about the percentages in the agreement. The cost to New Berlin based on our percentage will be \$95,800.00, the cost to Greenfield will be \$50,200.00, and the cost to Hales Corners will be \$54,000.00. We received bids from five firms as I previously indicated. You have a copy of our composite evaluation sheet attached to this issue paper. Crispell-Snyder and Graef Anhalt Schloemer (GAS) tied in the score, but because Crispell-Snyder was the only one that was within our approved budget, it tipped the scale enough to award them the contract. Any of the firms that submitted proposals were all qualified to do the work. I am looking forward to working with Crispell-Snyder on this design.

Alderman Moore – Do they know our budget?

JP Walker – No.

Alderman Moore – I am concerned that the Alternative Transportation Plan requirements are not included. They would then not include that in their design. Whether it is on shoulder or off shoulder, don't we need to make sure that we include Alternative Transportation Plan items?

JP Walker – When we establish the Professional Services Agreement that will be executed by both Crispell-Snyder and the City, there will be project discussions that precede that to make sure they understand the components of the project. They are required to do a design that keeps this project eligible for STP grants. This is one of the three roads that we are applying for STP grants this month. The approach that was taken in our Request For Proposal was that everything must be done to make sure this project remains grant eligible and Alternative Transportation is part of that.

Alderman Moore – So even though it says 3 ft., they will be required to design it to include the design for Alternative Transportation?

JP Walker – Yes, that will be discussed at the project kick-off meeting and we will make sure there is a clear understanding.

Alderman Ament – On the first page of Requested Action Statement, I have questions on the dollar amounts. We show New Berlin at \$95,800.00, yet the design account says \$220,000.00. Is the design account a general account or is that specifically for this project?

JP Walker – The approved budget that was established was based on the assumption that this road may need to be totally reconstructed because it was established so early. We are now saying that it does not have to be totally reconstructed. Our portion of this project is \$95,800.00 as it currently stands. We have \$220,000.00 in the approved budget. That means that when this is all said and done, we should have a substantial amount of that approved budget left over that could be eligible for re-allocation at a future date.

Alderman Ament – On the back page of the letter from Crispell-Snyder at the top under Environmental Coordination, the first sentence on the second line says, "including coordination with the State Historical Society for Section 106 concurrent". Do we have issues there or is that just a standard procedure to make sure there are no issues.

JP Walker – That is standard language that they have to add. They don't know if there are historic issues or not, therefore they have to do the actual search.

Alderman Ament – They are not saying that there is an issue, they are saying they will be checking if there is an issue which is part of their proposal?

JP Walker - Correct .

Alderman Ament – Could you explain again about GAS being a tie in your analysis, but you went with Crispell-Snyder. Can you explain your decision?

JP Walker – The different in cost was about \$100,000.00 which exceeds our approved budget. One of the requirements for having the Director of Finance sign any Professional Service Agreement is that he has to attest to the fact that we, as a municipality, have enough funds to pay the entire contract. We will be getting reimbursed, but we need to pay it up front. That is why it was enough to tip the balance toward Crispell-Snyder.

Alderman Ament – Thank you for explaining that.

**Upon voting the motion passed unanimously.**

**ITEM 14-07 Award of a Construction Contract for Reconstruction of the New Berlin Community Center Driveway.**

**JP Walker: The requested action is recommend to the Common Council the awarding of a Construction Contract to the lowest responsive, responsible bidder, Capitol Pavers, Inc., for reconstruction of the New Berlin Community Center Driveway located at 14750 Cleveland Avenue in the amount off \$145,205.60 with inspection and contingencies, the not to exceed Total Project Costs are \$167,000.00, coming from Building Maintenance Account 04251300 61475 C2005 and so I move.**

**Alderman Moore 2<sup>nd</sup> the motion.**

JP Walker – Tammy, can you walk the Board members through exactly what has been designed and where the changes are.

Tammy Simonson – Per the request of the Building Maintenance Dept., we have redesigned the old library or the new Community Center driveway. We have shifted the driveway to the west approximately 15 ft. to create a better sight distance for people who are entering and exiting the driveway, and also creating some parallel parking spots along the west side of the driveway for future development of the front of the area for soccer fields and other activities. We have also put in the curb and gutter section to delineate the driveway so that people who are parallel parking along the driveway do not park on the grass. We have also separated the incoming and exiting vehicles with a raised median. Along the east side we have also added an asphalt side path to better allow access to the Community Center, which also links in with the neighborhood connector to the East.

Alderman Ament – On the back page of the Requested Action Statement, the second last sentence says, “Construction will also include the option of milling and surfacing of the existing parking lot in the creation of a 10 ft. loading zone along the east side of the building for use by the Food Pantry.” Is the Food Pantry going to be reimbursing us for this?

Mayor Chiovatero – Yes.

Alderman Ament – Will this drive pitch East and West for storm water runoff?

Tammy Simonson – Yes, that is correct.

Alderman Ament – Since we are making the driveway wider, is it practical or possible to pitch it toward the center and utilize the median for an area to catch the storm water? Randall Arndt talked about doing this, but I don’t know if it is practical here since the grassy area would absorb a lot to the west of the drive.

Tammy Simonson - The median area is quit small so it is not really practical to do that work. We did look at storm water quality and quantity by putting the two inlets on the south end of the driveway. We are also putting in Flowguard Plus filters to create a better quality of water that is entering the storm drain. The water then is going to enter the ditch line as it currently does and go toward the retention pond to the north. The water will be contained in the park area.

Alderman Ament – It looks like about 10 or 11 parking spots on the west side and I see that it is a plan for the future, but is there any concern that we are creating a safety issue with cars being parked along there, especially for activities involving children? I realize it is not a roadway and it is a driveway, but I am concerned that a child may walk out from between two cars in an area that motorists are not necessarily watching for that. I see that on Casper Drive, although there is no bump out for the cars to get further off of the road as there is here, so this may not be an issue. Are we also talking about putting soccer fields in here?

Tammy Simonson – From what I understand, the Parks Department does intend on utilizing that front field for soccer and other activities. That is a consideration in our decision not to have parallel parking on the east side of the road, only on the west side.

Alderman Ament – Are we comfortable that if we encourage people to park there, it is wide enough for cars to go past with enough time to stop if a person walks out or opens a car door?

Tammy Simonson – It is a 12 ft. lane width for safety. Minimum is a 10 ft. lane width.

Mayor Chiovatero – They are currently using it for soccer right now. The reason that this subject came up is because people are parking on the grass. The thought is as long as people are going to park there, let's control the parking.

Alderman Ament – That goes back to the original plan to have a drive going out on Brookside Parkway. Is that more expensive to do that?

Mayor Chiovatero – There are two reasons, one is that it is a little more expensive, the other reason is that it is a LAWCOM area.

Alderman Moore – Perhaps we can accomplish more than one thing at once by putting a shallow gutter along the side of the roadside of the parking areas delineating the edge of the road plus having a place for the water to flow. At the top side of the gradual curve and all along would be pervious pavement or parking blocks where grass can come up through, and then mow it. You would have less impervious pavement in an area that maybe does not really need impervious pavement. At the same time the gradual curve would provide the extra space that Alderman Ament is concerned about between parked cars and the street.

JP Walker – I understand what you are saying. Right now the proposed curb is a vertical face curb which provides the full 2 ft. of gutter space, while the inverted curb does not have the same spacing. Having a dip between the drive lane and the parking area creates a nightmare for snow plowing and creates a potential front-end alignment issue. I understand this option, but it is not applicable within the situation.

Mayor Chiovatero – I would need to add that this has been designed and bid out already. This is the actual construction contract. They want to start as soon as possible, so I don't know what a redesign will do to the project.

JP Walker – It would involve the time to be redesigned, rewriting of the contract documents, and then it would have to be re-bid.

Mayor Chiovatero – When you go there on a Saturday morning there are cars parked all over the grass. Some parents even felt that they could drive all the way to the field. By putting in a curb, we are trying to keep the cars where they are supposed to be. Eric put a lot of work into evaluating the storm water issue.

We considered both curb and ditch. The ditch would make it difficult to cross over to get to the soccer fields.

Alderman Ament – It is obvious by the description of what is happening that it has been looked at in the best possible ways as far as the storm water is concerned, but I am still uncomfortable with the situation created with the parallel parking. I don't want to slow up the project, but would we be better off with angle parking rather than parallel parking?

Mayor Chiovatero - I think we discussed angle parking and said it required a lot of backing up.

Ron Schildt – Getting into an angle parking space is easier than with parallel parking, but the problem is trying to pull out especially if you have a mini van or larger vehicle next to you. You can't see until the back end of your car is completely out. The parallel parking will only be on the west side where the children wouldn't be crossing.

Alderman Moore – What about just adding more parking spots in the back with a pervious surface to handle the additional parking spots that you are trying to add in the front?

Mayor Chiovatero – I understand your concern, however I think we are past that point. It's already been bid and it has already been priced.

Alderman Moore – Let me ask the Engineers, is it really appropriate to add parking like this along an area that is very close to the street as far as an out driveway from an area where there is a lot of parking and maybe more additional parking in the future? As you get close to Cleveland Avenue and cars are coming out of a major event, doesn't this cause a bottleneck as other cars are trying to come out of these eleven slots? Engineering-wise, do we really want to consider this as the best place to park cars?

Ron Schildt –It is a matter of convenience. People are going to want to park there. We could post it as "no parking" because we want to keep them off of there. We are going through the same thing in City Center right now. We have a little on-street parking next to the Library when we first came up with the design for Michelle Witmer Drive and people liked it so much that we started looking at Library Lane and trying to put it there. The areas where we don't have it, the developers are asking for it. From the standpoint of causing problems with people getting out, those cars that are the closest to the soccer field and everyone is leaving at the same time, will be gone before the people walk to their cars and even get to this area. We have kept the parking back far enough from Cleveland Avenue and developed two full lanes to get out at the intersection so it would not cause problems with traffic exiting out onto Cleveland Avenue.

Alderman Moore – The problem is not at the point of the two lanes, but where these people are trying to come out. They are either going to be held in by the traffic or the traffic will be held back in the single lane behind that by them trying to come out.

Ron Schildt – It depends on how fast people are leaving. That is possible, but we have 150 ft. of stacking distance between the two lanes.

Alderman Moore – It's not a problem once they get up to the two lanes. I am talking about behind that.

Ron Schildt – That is what I'm talking about also. You have to have the cars stacked up there waiting to get out before traffic is stacked up past them that they can't get out onto it. If people are pulling out, they have to wait for their spot. As long as the stacking distance up by Cleveland Avenue is right so a car can go past them, then they have no problem waiting for a gap to pull out. It's when traffic backs up far enough that now cars are coming from the parking lot and there is a full line of cars waiting. We are trying to provide what the people are going to want to have. They are going to want to be as close as possible to the field.

Alderman Moore – How many marked slots for parallel parking are provided in New Berlin? Isn't it just in the area of the City Center?

Ron Schildt – We have very few areas where it is actually marked on the street. City Center is the only area I can think of where we have parallel parking slots.

Alderman Moore – There just isn't that much.

Ron Schildt – That is because none of our roads have been designed for it. Most of our streets are only 24' wide for a regular urban cross section. If people park on these streets, it creates a problem. An area would need to be provided for that such as an area like this.

Mayor Chiovatero – The item here is not design, it is awarding a Contract for Construction. We had a lot of internal conversation and we need to move on.

Alderman Ament – I agree. I would rather not see parking on the side of the street, but we can't hold this up any longer.

JP Walker – The fact that we are providing marked parking spaces is an improvement over the unmarked parking that the residents take upon themselves. It is an improvement of an issue that has been brought to our attention and we should go with it.

**Upon voting the motion passed unanimously.**

## **DISCUSSION**

### **Changing the date of the May Board of Public Works meeting.**

Due to numerous conflicts on the regularly scheduled date, JP Walker requested that the May Board of Public Works meeting be scheduled for May 14, 2007.

Mayor Chiovatero requested that Alderman Augustine be consulted about it. All other members were in agreement with the date change and an e-mail will be sent out to confirm this.

**Meeting was adjourned at 10:20 AM.**